

Birmingham Shopping District Wayfinding and Gateway Signage Committee Meeting Date: 4/4/2022 151 Martin Street Birmingham, MI 48009 ALLINBirmingham.com

WAYFINDING AND GATEWAY SIGNAGE COMMITTEE AGENDA

Members:	Doug Fehan, Sarvy Lipari, Jana Ecker, Nicholas Dupuis, Annie VanGelderen, Kevin Hart, Marianne Gamboa	
Staff:	Sean Kammer, Claire Galli	
Date and Time:	Monday, April 4, 2022 at 1:00 p.m.	
Location:	City Hall Second Floor Conference Room	

Zoom Link for the public: https://us06web.zoom.us/j/85441381657

AGENDA

- 1. Call to order
- 2. Roll Call
- 3. Public Comment
- 4. Approval of Minutes
- 5. Commission Report
- 6. RFP for Wayfinding and Gateway Signage Study Updates
- 7. Adjourn

WAYFINDING AND GATEWAY SIGNAGE COMMITTEE MEETING SUMMARY

Date and Time:	Monday, March 21, 2022 at 1:00 p.m.
Location:	City Hall Second Floor Conference Room

1. **Call to order:** Doug called the meeting to order at 1:00pm

2.	Roll Call:		
	Present:	Doug Fehan, Nicholas Dupuis, Annie VanGelderen, Marianne	
		Gamboa, Sarvy Lipari, Kevin Hart	
	Absent:	Jana Ecker	
	Others present:	Sean Kammer, Claire Galli	

- 3. Public Comment: No public comment.
- 4. **Approval of Minutes:** VanGelderen mentioned two typos that needed to be corrected for the record. Dupuis mentioned one typo in the minutes that needed to be corrected. Motion to approve by VanGelderen and seconded by Lipari. Unanimously approved

Commission Report: Gamboa introduced the report since Ecker was absent. Gamboa gave an overview of the contents of the report and mentioned that the Commission will review the report for approval on April 25th instead of April 11th.

Kammer asked whether the BSD board should weigh-in on the report before it goes to commission. Dupuis indicated that it should go to the BSD board beforehand. Kammer said it would be placed on the next Executive Committee and full board agenda. Gamboa asked Kammer if the BSD was expected to adopt the logo and branding in the style guide or some other version. Kammer answered that a variation of the style guide could be adopted by the BSD as a compromise, but that he preferred that the BSD adopted the logo and branding intended for use by the rest of the city.

Committee discussed the future of being a standing a committee as opposed to its current status of Ad Hoc. The committee will continue to meet, likely on a quarterly basis, unless a special meeting is called to address any signage, logo, or branding issues.

Meeting adjourned at 1:45 p.m.

DRAFT Ad Hoc Wayfinding Committee Report

Introduction:

In August 2021, with the prospect of the streetscape reconstruction project on South Old Woodward scheduled for the summer of 2022, the Birmingham Shopping District ("BSD") recognized an opportunity to improve the public space at the intersection of South Old Woodward and Woodward Avenue. The BSD sought to establish an ad hoc committee to explore the development and placement of gateway features, landscaping elements, or other enhancements in this area as it is a major gateway into the downtown with high visibility on Woodward Avenue.

Background:

At the recommendation of the City Manager, the BSD expanded the scope of the committee noting that a wayfinding study had previously been conducted by the city in 2004. The Ad Hoc Wayfinding and Gateway Signage Committee ("AHWGSC") was thus created and charged with reviewing the wayfinding plan and all related efforts, and bringing together the principles of landscape design, public art, place-making, community branding, marketing, and wayfinding at the southern gateway to Downtown Birmingham

The BSD recognized how important it was that the AHWGSC be composed of relevant community stakeholders, such as those who have an interest in public art, urban design and place-making, as well as members of the business community. The final composition of the newly formed AHWGSC included a member of the Public Arts Board ("PAB"), a BSD board member, a downtown business owner, individuals with specialized knowledge, and members of City staff from the City Manager's Office and the Planning Department.

As noted above, the original intent of the ad hoc committee was to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area at the south end of downtown where Old Woodward splits off from Woodward Avenue to enter the walkable, downtown area. At the first meeting of the committee, members discussed the placement of a wayfinding structure in the open grass triangular area south of Haynes Street. Committee members expressed interest in wayfinding signage, public art pieces, fountains, landscaping or other decorative features to enhance the entry to downtown in a high visibility area on Woodward Avenue. It quickly became evident that there were numerous issues and overlapping projects ongoing within the City already that may impact future recommendations for the southern gateway to downtown, including, but not limited to the following:

- Right-of-way and property boundary issues;
- Citywide Wayfinding Plan (2004);
- Stalled City Logo Update (2017);
- Public Arts Board Prioritized Site Locations (2017);
- Terminating Vista Plan (2020);
- Draft 2040 Plan recommendations for Haynes Square (2021);
- Parking Structure Signage Upgrade (2021);
- Comprehensive Style Guide (In Progress); and
- Design Plans for S. Old Woodward Improvements Phase 3 (2022).

Accordingly, the committee commenced a review of each of the overlapping plans and projects to bring all existing ideas together, study options and prepare a comprehensive report with

recommendations for the future.

Right-of-way and Property Boundary Issues

The AHWGSC was created to study the area at the south end of downtown where Old Woodward splits off from Woodward Avenue and the open space located within the triangle of space between the two roadways, and to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area. Initial concepts introduced by committee members assumed that the City owned the entire triangle of green space south of Haynes Street and the 555 Building. However, a review of plat maps and property boundaries demonstrated that while the City does own the property located on approximately the western two-thirds of the triangular green space, the Michigan Department of Transportation owns the eastern third, which is part of the right-of-way for Woodward Avenue. The map below illustrates the area available for use by the City for the placement of wayfinding signage, public art, landscaping or other decorative features.



Citywide Wayfinding Plan (2004)

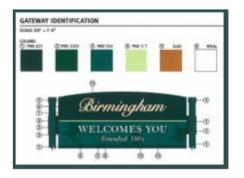
In 1996, the City of Birmingham completed a master plan for downtown to cover the next 20

years, known as the 2016 Plan. An analysis of the streetscape conducted during the master planning process determined that the public signage system was based on the Michigan Manual for Uniform Traffic Control sign standards, as well as ad hoc, internally lit signs. The 2016 Plan recommended that the City reduce sign clutter within the community, and develop a wayfinding system which directs people and symbolizes the historical and cultural character of Birmingham.

In 2002, the City issued a request for proposals for preparation of a wayfinding plan to create a coordinated system of words and graphics to create a brand for the City and to develop a Citywide wayfinding system to inform and direct people, not only downtown, but throughout the entire community, and to develop one seamless and cohesive signage system.

In 2004, the City adopted a Citywide Wayfinding and Signage Design Program ("Wayfinding Plan") that established a unified and consistent approach to branding, design and signage for the City. The Wayfinding Plan established an overall brand or image for the City with consistent nomenclature, color usage and typography for City signage. In addition, the Wayfinding Plan made recommendations for signage placement to welcome people entering the City at primary and secondary entrances to Birmingham, to direct drivers and pedestrians to key destinations within the City, and to create visual interest at certain locations to draw attention to the City and create a sense of place and community identity.

Both primary and secondary City gateway locations were identified in the Wayfinding Plan, which included the major points of origin for vehicular traffic coming into the City. Sign structures and designs were recommended for installation at each of these gateways, four of which have been installed, two on Woodward, and two on Maple Road at all primary gateways.



While the public space between S. Old Woodward and Woodward south of Haynes Street was not deemed a primary gateway to the City as a whole, it was identified as a "Primary Vehicular Decision Point", as the main entrance to Downtown Birmingham from the south. This designation supports the improvement of this area to draw attention to the entrance to Downtown Birmingham, to direct drivers and pedestrians to key destinations in the downtown, and to contribute to a sense of place.

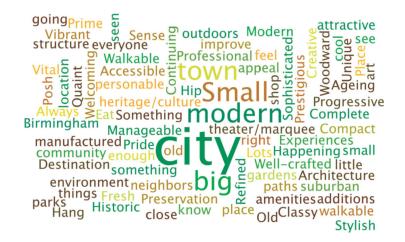
The AHWGSC reviewed and discussed the Wayfinding Plan adopted in 2004. The AHWGSC supports the existing Wayfinding Plan in concept, but recommends a modern "refresh" of the branding and signage designs contained within the plan to provide an updated and consistent brand and image for the City.

Stalled City Logo Update (2017)

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 BBDC was 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 was to establish a new brand (logo) that communicates Birmingham's image in a positive, evolving and refreshing way.

The BBDC's first meeting took place Sept. 29, 2016, and McCann Detroit was selected to design a new City logo. This process involved having McCann conduct three stakeholder meetings which took place December 13, 14 and 15th, 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.





McCann presented their first designs to the BBDC 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 BBDC 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.

On June 22, 2017, the BBDC voted on which design would be the preferred design to recommend to the City Commission, with a second and third alternate. The final vote and recommendation for the Commission was for Logo #1, as shown below. The logo selected used 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.



McCann Detroit ultimately recommended this logo which was inspired by late Birmingham resident Marshall Frederick's "Freedom of the Human Spirit" sculpture. The committee agreed with McCann Detroit's reasoning that the distinctive icon captures the essence and energy of a focal point in Shain Park, and when combined with a classic font for the city name, and balanced with the simple tagline, embodies the modern yet timeless nature of Birmingham. The recommendation was presented to the City Commission in 2017, but no action was taken to adopt a new City logo at that time.

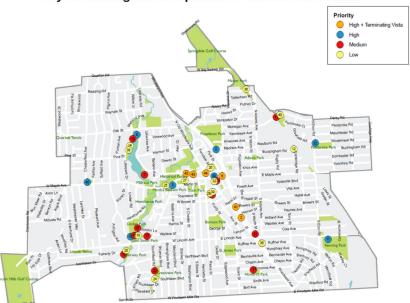
The AHWGSC reviewed and discussed each of the top logo selections recommended by the BBDC in 2017, and determined that a comprehensive report to bring together the principles of landscape design, public art, place-making, community branding, marketing, and wayfinding must start with recommendations for an updated and consistent brand and image for the City, starting with a refreshed City logo. The AHWGSC supports the recommendations of the BBDC in 2017 to move forward with an updated logo for the City of Birmingham, using the option identified as Logo #1. Upon approval of an updated logo for the City, the AHWGSC can then begin pulling together a comprehensive report with future recommendations for the southern gateway and City-wide wayfinding infrastructure utilizing a consistent brand and identity for both the City and the BSD.

Public Arts Board Prioritized Site Locations (2017)

Public art adds value to the cultural, aesthetic and economic vitality of Birmingham. It also fosters community pride, as do appealing storefronts, attractive streetscapes and public trees and landscaping. Public art also provides an opportunity for everyone to engage in and feel part of the local culture. Specifically, a publication of Americans for the Arts states:

Public art can be an essential element when a municipality wishes to progress economically and to be viable to its current and prospective citizens.....Cities with an active and dynamic cultural scene are more attractive to individuals and business. Public art can be a key factor in establishing a unique and culturally active place.

Accordingly, in 2017, the Public Arts Board (PAB) established a master list of prioritized site locations for the placement of public art throughout the City.



City of Birmingham Prequalified Public Art Locations

One of the prioritized locations identified included the public open space between S. Old Woodward and Woodward Avenue just south of the 555 Building and Haynes Street.

In discussing applications for the above site at S. Old Woodward and Woodward, the Public Arts Board determined that this is an important location for public art as it is a gateway to the City, and recommended that special consideration and funding be allocated for this location to attract the loan or donation of a large sculpture appropriate for this space.

The AHWGSC supports the recommendations of the PAB to prioritize placement of a large art piece in the southern gateway area south of the 555 Building and Haynes Street.

Terminating Vista Plan (2020)

In 2020, the Public Arts Board was directed to create a report on ways in which public art can be used to enhance public spaces at terminating vistas. Terminated Vistas are defined in the Zoning Ordinance as "a building or structure, or a portion thereof, as designated on the Regulating Plan, that terminates a view with architectural features of enhanced character and visibility". Birmingham's Downtown Overlay Standards state that "any building that terminates a view, as designated on the Regulating Plan, shall provide distinct and prominent architectural features of enhanced character and visibility, which reflect the importance of the building's location and create a positive visual landmark."

The report created by the PAB and adopted by the City Commission includes a section titled "Best

Practices in Public Art for Terminating Vistas" where sculptures, furniture, utilities, wall art, and landscaping are all recommended to enhance public spaces. The report also includes photos of all locations deemed as "terminating vistas" in the Zoning Ordinance, as well as locations for additional consideration. A number of such locations are considered gateways to downtown Birmingham, including location 20 below, which includes the public open space immediately south of the 555 Building and Haynes Street that the AHWGSC was directed to study.



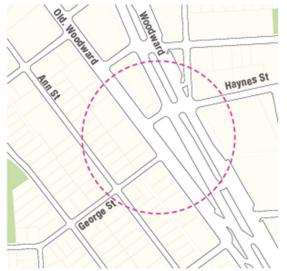
The AHWGSC supports the recommendations contained in the Terminating Vista Plan adopted by the City Commission in 2020 to include the southern gateway area south of the 555 Building as an important and prominent vista upon entry to downtown from the south.

Draft 2040 Plan recommendations for Haynes Square (2021)

The current draft of the Birmingham Plan 2040 suggests creating a new public space to be named Haynes Square at the intersection of Woodward, Old Woodward and Haynes Street in order to create a more prominent entrance to downtown Birmingham. The existing space at this intersection consists of a mostly unused triangular greenspace and a complicated and dangerous intersection of Old Woodward and Woodward Ave. The creation of a Haynes Square district is meant to enliven S. Old Woodward and create greater continuity with the Triangle District across Woodward Avenue.

The draft master plan recommends narrowing S. Old Woodward at Haynes Street to accommodate green space and parking, and then closing off S. Old Woodward entirely after George Street. The intent is to provide a greater sense of place in the S. Old Woodward corridor with public open space and additional commercial space, and to eliminate the dangerous merging at the current intersection of Woodward and S. Old Woodward.

The Draft 2040 Plan recommends that Haynes Square be similar in design and landscaping to Shain Park and include a cafe, outdoor seating, and restrooms. The Draft 2040 Plan also recommends that the streets surrounding Haynes Square be lined with trees to provide an attractive entrance to Downtown Birmingham.





EXISTING Figure 19. Haynes Square reconfiguration.

PROPOSED

Ch 1. Connect the City

Implement Haynes Square



Figure 20. Redevelopment of Haynes Square.

Parking Structure Signage Upgrade (2021)

Parking facilities are often designed to blend into the cityscape, and thus can be difficult to locate

and identify. Unique exterior identifiers such as murals, signage or other artistic applications can make each structure easily identifiable. Parking structures were identified in the Wayfinding Plan as key destinations, and thus signage designs were included in the plan, as well as directional signage to direct drivers and pedestrians to the public parking structures and lots within the City.

Ø	PEABODY STREET
P	NORTH OLD WOODWARD
P	PIERCE STREET
P	CHESTER STREET
P	PARK STREET

However, as the Wayfinding Plan was prepared almost 20 years ago, there was little use of technology incorporated into the signage proposals for the inside or outside of public parking facilities.

Over the past several months, the Advisory Parking Committee ("APC") has been discussing creating identities for each public parking facility, and color coding each level of the structures to assist with vehicle retrieval (see illustration below). The APC has also been looking to increase the use of digital signage within the structures to direct people to the areas with available parking.

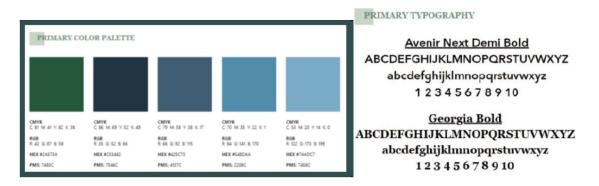


Interactive digital signage in the stairwell lobbies and on the exterior of public parking structures has also been discussed to direct pedestrians to key destinations. The purpose of the signage study by the APC has been to create a recognizable identification system for public parking facilities that can communicate critical parking information, increase visibility of public parking facilities and reduce confusion for parkers.

The AHWGSC agrees that a recognizable identification system for public parking facilities is needed, and should incorporate new technology wherever possible to enhance the user experience. The AHWGSC also believes that a consistent brand and identify for the City should be created, and any parking signage should be consistent with this brand.

Comprehensive Style Guide (In Progress)

Presently, the BSD utilizes two, sometimes three, official branding designs, which is entirely separate from the designs used on social media and promotional materials used by the city. This can generate confusion as far as advertising designs, marketing materials, and our collective sense of identity. As a result, the Communications Department began work on a comprehensive style guide that will help establish a cohesive look through all City branding and design elements. While still in progress, the style guide began with a selection of primary and secondary color palettes and typography styles for use in all City applications.



The style guide is intended to govern the general look-and-feel of the City's overall branding, with standards for logo usage, writing, design, formatting, typography, and graphics for use on everything from stationary and publications to vehicle, park, parking and wayfinding signage.

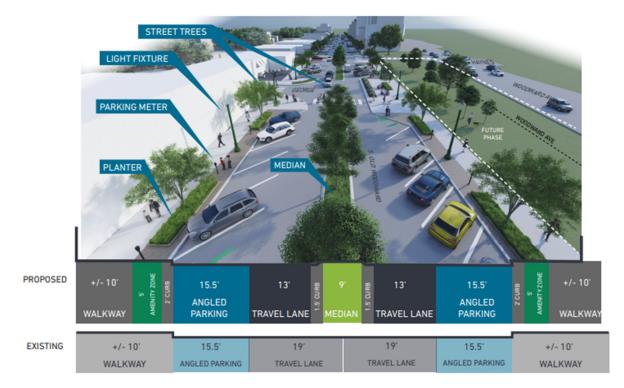
The AHWGSC agreed that a comprehensive style guide was important to create a consistent brand and identity for the City. The AHWGSC recommends completing a style guide before moving forward with any recommendations for wayfinding or gateway elements.

Design Plans for S. Old Woodward Improvements – Phase 3 (2022)

The City of Birmingham has approved new design plans for S. Old Woodward Phase 3 reconstruction from Brown Street to Landon. Similar to Phases 1 and 2, the City will be updating the underground sewers and utilities while installing new streetscape amenities to enhance the safety and aesthetics of the area.

The sidewalks are proposed to be widened to provide more pedestrian space and numerous benches will be added to provide places for rest and relaxation. A tree lined median is proposed along with multiple planters with additional greenery along the sidewalk. Sidewalk bumpouts will also be included at each intersection to reduce the road crossing distance and enhance pedestrian safety. The vehicular travel lanes will also be narrowed to encourage slower speeds through downtown.

TYPICAL STREET SECTION - SOUTH OF HAYNES



Summary:

While the original intent of the AHWGSC was to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area at the south end of downtown, the committee determined that a review of all overlapping plans and projects was required first. Accordingly, the AHWGSC reviewed each of the plans outlined above to determine if any previous recommendations were applicable to the southern gateway area, and studied numerous options as to how to proceed. The AHWGSC guickly determined that a comprehensive approach was needed to create a cohesive brand, image and wayfinding system for the entire City prior to developing concept plans at specific locations such as the southern gateway to downtown. Thus, the AHWGSC's first recommendation is to have the City Commission approve an updated logo for the City of Birmingham, using the option identified as Logo #1 and recommended by McCann Detroit in 2017. Once this logo has been approved, the AHWGSC's second recommendation is to have the City Commission issue an RFP to update the 2004 Wayfinding Plan to include the use of new technology and the updated brand and image reflected in the new City logo. The AHWGSC also recommends the City Commission convert the AHWGSC into a standing committee to prepare a comprehensive plan for implementation of the City's new logo, and to act as a clearinghouse to review and coordinate all branding and image decisions. Such decisions could include the design application of the logo on stationary, department level projects such as parks or parking facility signage, City vehicle signage, wayfinding and other related applications to ensure consistency throughout the BSD and across the City. Further, the AHWGSC recommends that the City Commission add a representative from each of the following groups to the standing committee:

- BSD Marketing Committee member;
- Representative from the Department of Public Services; and
- Representative from the Parking Department or Advisory Parking Committee.

Long term recommendations of the AHWGSC also include directing a new standing committee to work on concept plans for the northern and southern gateways to downtown to create consistent entry designs after the City logo and Wayfinding Plan have been updated and approved, and implementing the Haynes Square concept should the Draft 2040 Plan be approved.

Attachments:

Please find attached excerpts from the following:

- 2004 Wayfinding Plan
- 2017 Logo Report
- Public Art Priority Placements
- Terminating Vista Plan
- Draft 2040 Plan excerpts
- 2021 Birmingham Style Guide
- S. Old Woodward plans

Recommendations:

- 1. Recommend that the City Commission approve the City logo as recommended by McCann Detroit and the BBDC in 2017.
- 2. Recommend that the City Commission issue an RFP for an update of the 2004 Wayfinding Plan.
- 3. Recommend that the City Commission establish the Ad Hoc Wayfinding and Gateway Signage Committee as a standing committee to act as a clearinghouse to review and approve all branding and logo applications to ensure consistency across the City and BSD, and add a representative from each of the following groups to the standing committee:
 - BSD Marketing Committee member
 - Representative from the Department of Public Services
 - Representative from the Parking Department or Advisory Parking Committee.
- Recommend that the City Commission direct the standing committee to work on concept plans for the northern and southern gateways to downtown to create consistent entry designs.
- 5. Recommend that the City Commission implement the Haynes Square concept if approved as part of the final 2040 Plan.



REQUEST FOR PROPOSALS FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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 Intergovernmental 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: <u>ndupuis@bhamgov.org</u>



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.

The goal of this project is to integrate all municipal signage into a cohesive, userfriendly program that will provide fresh and consistent wayfinding for the City of Birmingham. Several different municipal operations and initiatives will need to be incorporated into the plan including, but not limited to:

- New city logo design
- Parking system signage
- Birmingham Shopping District
- City parks
- Gateway signage
- Birmingham Museum
- Baldwin Public Library
- Historic Districts
- Public Art

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 (10) 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.
- 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.
- 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. 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	May/June 2022
Award Contract	June/July 2022

Project Kick-Off Meeting First Draft Due Second Draft Due Final Draft of Plan Completed September 2022 January 2023 July 2023 October 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.

ATTACHMENT A AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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 crate 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:

- 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.
- 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. <u>Workers' Compensation Insurance</u>: 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. <u>Commercial General Liability Insurance</u>: 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. <u>Motor Vehicle Liability</u>: 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. <u>Additional Insured</u>: 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. <u>Professional Liability</u>: 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. <u>Cancellation Notice</u>: 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. <u>Proof of Insurance Coverage</u>: 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. <u>Coverage Expiration</u>: 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. <u>Maintaining Insurance</u>: 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

Ву:	
Its:	
STATE OF MICHIGAN) COUNTY OF OAKLAND) ss:	
On this day of, who acknowledged tha to do so he/she signed	, 2022, before me personally appeared t with authority on behalf of I this Agreement.
Notary Public County, Michigan Acting in County, Michigan My commission expires: County	
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)

ATTACHMENT B

BIDDERS AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

BIDDERS AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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

ATTACHMENT C

COST PROPOSAL FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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)

COST PROPOSAL		
ITEM	BID AMOUNT	
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL BID AMOUNT	\$	
ADDITIONAL BID ITEMS		
Additional Meetings with City Staff and Boards	\$	
Other -	\$	
Other -	\$	
GRAND TOTAL AMOUNT	\$	

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

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