



## AD HOC WAYFINDING AND BRANDING COMMITTEE AGENDA

**Members:** Doug Fehan, Sarvy Lipari, Jana Ecker, Nicholas Dupuis, Annie VanGelderren, Kevin Hart, Marianne Gamboa, Claire Galli, Erika Bassett, Denise Trombly, Carrie Laird, Aaron Ford  
**Date and Time:** Monday, July 11, 2022 at 1:00 p.m.  
**Location:** City Hall Second Floor Conference Room

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### AGENDA

1. Call to Order
2. Roll Call
3. Public Comment
4. Approval of Minutes – June 20, 2022
5. Ad Hoc Wayfinding and Branding Committee Future Meeting Dates
  - Monday, August 15 at 1 p.m. (third Monday due to Ashura)
  - Monday, September 12 at 1 p.m.
  - Monday, October 3 at 1 p.m. (first Monday due to Sukkot)
  - Monday, November 14 at 1 p.m.
  - Monday, December 12 at 1 p.m.
6. New Logo Implementation
  - Revised Building Department and Engineering Department Vehicle Magnets
7. Font Recommendations
8. Color Palette Timeline
9. Via Wayfinding Sign Purchase
10. RFP – Wayfinding/Signage Program Updates Timeline
11. Adjourn

**Ad Hoc Wayfinding & Branding Committee Meeting Minutes**  
**151 Martin Street, Conference Rooms 202 & 203**  
**June 20, 2022**

Chairperson Fehan called the meeting to order at 1:04 p.m.

**In Attendance:** D. Fehan (Chairperson), J. Ecker, N. Dupuis, A. VanGelderens, C. Galli, E. Bassett, L. Wood, D. Trombly

**Absent:** K. Hart, S. Lipari, M. Gamboa, C. Laird

There was no public comment.

Approval of minutes was motioned by Dupuis and seconded by Wood.

Yeas: Fehan, Ecker, Dupuis, VanGelderens, Wood, Galli, Bassett, Trombly,

Nays: None

**Ad Hoc Wayfinding and Branding Committee Meetings**

- Ecker discussed date and time for future meetings
- Fehan talked about scheduling future meeting and then waiting to get Gamboa's feedback
- The committee discussed July 11<sup>th</sup> for next meeting and keeping meetings on the 2<sup>nd</sup> Monday of the month at 1 p.m.

**New Logo Implementation**

- The committee reviewed a picture of a DPS Vehicle with the new logo and were very pleased with how it looked.
- Ecker then discussed department magnets for vehicles. The committee agreed department vehicle magnets should utilize the Avant Garde logo font to identify the department below the logo. Trombly was asked to create examples for the next meeting after listening to feedback about removing "A Walkable City", and creating a wider version to maximize the space using Layout 1 in all caps.
- Committee was very pleased with the examples of the new park signs with the new logo and agreed to move forward with those.

**Color Palette and Font Recommendations**

- The committee reviewed the current and proposed city and BSD color palettes for the style guide.
- The BSD purple and BSD event logo colors were not yet in the style guide. Trombly explained she took some colors from the current BSD colors and added them to the proposed color palette for more overlap between BSD and City.
- The BSD may revamp their logo, but keep the current colors in the style guide. Rollout of a new logo or branding could happen this fall.
- The color "Bright Red" from the BSD color palette was discussed to bring over to the city color palette, but we will wait until the BSD finalizes their print colors.

- Ecker asked if white and black need to be added to the palette, but Trombly agreed we can just put an asterisk at the bottom mentioning those were approved colors.
- Fehan mentioned waiting for BSD to sort out their colors before we delete or add any
- Wayfinding colors were mentioned, but the committee decided to wait for the RFP to happen because others might be brought up during that process.
- Wood discussed limited color options for DPS worker shirts.
- Trombly brought examples of different fonts for discussions and the committee agreed to take out all the condensed fonts and put in Tahoma Bold and Regular Tahoma.
- Bell Gothic Bold is currently used for park signs
- Jelytta is used for city website accent fonts
- Dupuis asked Trombly to condense all the fonts to a few pages and give descriptions of what they are to be used for specifically.

Meeting adjourned at 2:23 p.m.

## Main City Logo

Birmingham Font: Big Caslon Medium  
A Walkable City Font: ITC AvantGardeStd-Md

1



2



## Logo Variations

3



4



5



6



7

Water Tower Logo:



8



DRAFT

Birmingham Vehicle Magnet layouts 6-24-22

- 7H x 24W (previous signs were 7Hx18W, will this fit all vehicles?)
- Logo: BIRMINGHAM horiz logo wtag larger vector Green.ai  
(circle lowered slightly to balance spacing)
- Font: Avant Garde Gothic Medium, All Caps, half the height of the logo font)



## City Logo Fonts:

Birmingham Font: Big Caslon Medium

A Walkable City Font: ITC AvantGardeStd-Md

## City Website Fonts:

Avenir Demi Bold

Avenir LT Std 65 Medium

Georgia

Jelytta

# Birmingham Font Recommendations

## Headings & Subheadings:

ITC Avant Garde Gothic Paneuropean

Extra Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

Demi

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

\* Big Caslon is a display font recommended for 30pt+

Big Caslon or Caslon 540 Roman

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

*Big Caslon or Caslon 540 Roman Italic*

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

Use Jelytta for visual interest and design elements:

*Jelytta*  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz

\* If Big Caslon is not available, use Georgia:

Georgia

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

Georgia

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890 !@#\$%^&\*()'.?/{}™€•

## Body Copy:

### Avenir LT Std 65 Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%^&\*()''",./{}™¢•

### Avenir LT Std 95 Black

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%^&\*()''",./{}™¢•

\*When Avenir is not available, use Tahoma (This is recommended for memos, press releases, constant contact messages, etc.)

### Tahoma Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%^&\*()''",./{}™¢•

### Tahoma Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%^&\*()''",./{}™¢•



# Park & Wayfinding Signage

## Bell Gothic Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%^&\*()''',./{}™¢•

## Bell Gothic Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%^&\*()''',./{}™¢•

## Bell Gothic Black

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%^&\*()''',./{}™¢•

Remove Interstate Condensed Bold? Revisit during RFP process.

## Interstate Condensed Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%^&\*()''',./{}™¢•



## MEMORANDUM

Planning Division

**DATE:** June 27, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Fabrication and Installation of Via Wayfinding Signage

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### INTRODUCTION:

In the fall of 2012, the City of Birmingham adopted the Via Activation Overlay District and Activating Urban Space Plan. One of the goals of the plan is to activate alleys and passages through the use of wayfinding. Recommendation #3: Establish Activation Strategies states:

Wayfinding signage can be the most effective method of raising awareness that alleys and passages exist, and that these spaces provide additional retail and recreation opportunities. The signage could also indicate that they provide convenient shortcuts and increased connectivity in commercial areas.

At this point, the City has purchased and installed 9 Via Wayfinding signs across Downtown Birmingham. There exists 24 other alley exit/entry points that do not have signage. Please see the attached map for the locations of existing signage and locations without. At this time, the Planning Division is proposing to purchase and install 8 additional signs to further implement the Activating Urban Space Plan. The locations of the 8 proposed new signs are located on the same attached map.

### BACKGROUND:

The first of the via wayfinding signs were installed in the summer of 2017. 4 signs were installed directing pedestrians through the via alongside Social Kitchen on E. Maple through the alley and out onto Hamilton next to Commonwealth Café. The Old Woodward reconstruction project also includes the installation of 2 additional via signs at the Willits alley entrance on W. Maple and the pedestrian path on S. Old Woodward directing persons into the private alley behind Casa Perno.

A second phase of via wayfinding signs was installed in 2018. 5 signs were installed at the other two entrances to Willits Alley, the entrances to the Café Via passage along W. Maple and along Peabody, and then one additional sign on Merrill St. on the east side of 220 restaurant. These locations were selected because there are existing pedestrian light poles that can be used to mount the signs

**LEGAL REVIEW:**

The City Attorney has reviewed the documentation as to form and substance and has no objections.

**FISCAL IMPACT:**

The Planning Division budgeted \$30,000 in Fiscal Year 21-22 to fund the via wayfinding sign program. There is sufficient funding remaining in the Planning Division budget for the suggested commission action below in account number 101-721.000-825.0100.

**PUBLIC COMMUNICATIONS:**

There were no public communications provided or required for this agenda item.

**SUMMARY:**

The Planning Division requests that the City Commission enter into a contract with Johnson Sign Co. in the amount of \$19,200.00 to fabricate and install 8 new via wayfinding signs as a part of the Activating Urban Space Plan.

**ATTACHMENTS:**

- Draft Agreement for Via Sign Fabrication & Installation
- Via Wayfinding Sign Map
- Via Wayfinding Sign Detail
- Photographs

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve an agreement with Johnson Sign Co. for the fabrication and installation of via wayfinding signs in the amount not to exceed \$19,200. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account # 101-721.000-825.0100.

## AGREEMENT OF VIA WAYFINDING SIGNS

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and JOHNSON SIGN COMPANY, INC. a Michigan DOMESTIC PROFIT CORPORATION, whose address is 2240 Lansing Ave. Jackson, MI 4920, (hereafter referred to as CONTRACTOR) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to purchase fabrication and installation services for eight (8) via wayfinding signs.

**WHEREAS**, the CONTRACTOR has unique and sole source qualifications that meet the project requirements and has provided a cost proposal to perform fabrication and installation services for eight (8) via wayfinding signs.

**NOW, THEREFORE**, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the Contractor's cost proposal dated June 16, 2022, which includes a quote for the furnishing and installation of eight new via wayfinding signs shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

**2. TERM:** This Agreement shall have a term of two (2) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the CONTRACTOR shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all via wayfinding signs prepared by the CONTRACTOR through such date.

**3. TERMS OF PAYMENT:** The CONTRACTOR will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

**4.** The CONTRACTOR shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** The CONTRACTOR has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the CONTRACTOR throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of CONTRACTOR acceptance of the terms of this Agreement.

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** 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. INDEPENDENT CONTRACTOR:** 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 considered 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.

**8. COMPLIANCE WITH LAWS:** The CONTRACTOR agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing 3 all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the CONTRACTOR is subject, The CONTRACTOR hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the CONTRACTOR, either by offset to any amounts due and owing the CONTRACTOR for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; The CONSULTANT agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

**10. INDEMNIFICATION:** 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 their behalf

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 the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the CONTRACTOR including its employees and agents, in the performance of 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.

## **11. STANDARD INSURANCE REQUIREMENTS:**

The CONTRACTOR shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

### **A. Workers' Compensation Insurance:**

For Non-Sole Proprietorships: The CONTRACTOR shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers 4 Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: The CONTRACTOR shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

**B. Commercial General Liability Insurance:** The 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 **\$1,000,000** 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 CONTRACTOR 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:** The 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.

**E. Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **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.

F. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if CONTRACTOR will provide services that are customarily subject to this type of coverage.

G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, the CONTRACTOR shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

H. Proof of Insurance Coverage: The 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.

1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5. If so requested, Certified Copies of all policies mentioned above will be furnished.

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.

**12. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012  
Attn: Nicholas Dupuis, Planning Director

Johnson Sign Company, INC.:

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

Attn: \_\_\_\_\_

**13. COVID:** The CONTRACTOR shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, CONTRACTOR staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of CONTRACTOR staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the CONTRACTOR is unable to comply, this violation of safety protocols will constitute a breach of contract by the CONTRACTOR.

**14. AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

**15. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

**16. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the CONTRACTOR'S agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the CONTRACTOR shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

**17. DIRECT OR INDIRECT INTEREST:** 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.

**18. FAILURE TO PERFORM.** If the 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.

**19. LEGAL PROCEEDINGS:** 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 a federal or state court with jurisdiction over Oakland County, Michigan.

**20. COST PROPOSAL:** The CONTRACTOR shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated June 16, 2022 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the CONTRACTOR'S June 16, 2022 response, the terms of this Agreement shall prevail.

**21. 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 parties hereto agree to be bound by the above terms and conditions, and the CONTRACTOR, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Johnson Sign Company, INC.

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

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

**CITY OF BIRMINGHAM:**

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

Therese Longe, Mayor

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

Alexandria D. Bingham, City Clerk

**APPROVED:**

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

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

\_\_\_\_\_  
Mary M. Kucharek, City Attorney  
(Approved as to form)

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



Johnson Sign Co.  
Corporate Headquarters  
2240 Lansing Ave.  
Jackson, MI 49202  
P: (517) 784-3720  
F: (517) 784-1556

Remit all payment and invoices  
to above address

Lansing Office  
1800 S. Cedar St.  
Lansing, MI 48910  
P: (517) 482-2090  
F: (517) 482-2138

[www.johnsonsign.com](http://www.johnsonsign.com)

Ypsilanti Office  
663 S. Mansfield St.  
Ypsilanti, MI 48197  
P: (734) 483-2000  
F: (734) 483-5164

# JSC PROPOSAL

Proposal #: 16843

Proposal Date: 06/16/22  
Customer #: 4420  
Page: 1 of 3

SOLD TO:	JOB LOCATION:
CITY OF BIRMINGHAM 151 MARTIN ST. P.O. BOX 3001 BIRMINGHAM MI 48012	CITY OF BIRMINGHAM 151 MARTIN ST. P.O. BOX 3001 BIRMINGHAM MI 48012

Johnson Sign Company (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #7248 Furnish & Install (8) Via Wayfinding Signs on Existing Light Poles	\$19,200.00	\$19,200.00

Scope of Work:

- Furnish (8) new Via signs
- Install (8) new signs on existing light poles

\*does not include tax & permits - if needed those would be additional

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$19,200.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE DOES NOT INCLUDE ELECTRICAL RAN TO SIGN LOCATION, PERMITS OR TAX UNLESS SPECIFICALLY STATED.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

**TERMS AND CONDITIONS  
JOHNSON SIGN CO.**

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, Johnson Sign Company MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



**Johnson Sign Co.**  
Corporate Headquarters  
2240 Lansing Ave.  
Jackson, MI 49202  
P: (517) 784-3720  
F: (517) 784-1556

Remit all payment and invoices  
to above address

**Lansing Office**  
1800 S. Cedar St.  
Lansing, MI 48910  
P: (517) 482-2090  
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# JSC PROPOSAL

## Proposal #: 16843

**Proposal Date:** 06/16/22  
**Customer #:** 4420  
**Page:** 2 of 3

2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING OF THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. Johnson Sign Company SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION. FURTHERMORE, IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN CUSTOMER PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH SAID PERMISSION WAS OBTAINED AND AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE ELECTRICAL SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED MATERIAL TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND TO MAKE CONNECTION OF SAID ELECTRICAL FEED TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT APPROPRIATE AGENCY TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACED AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

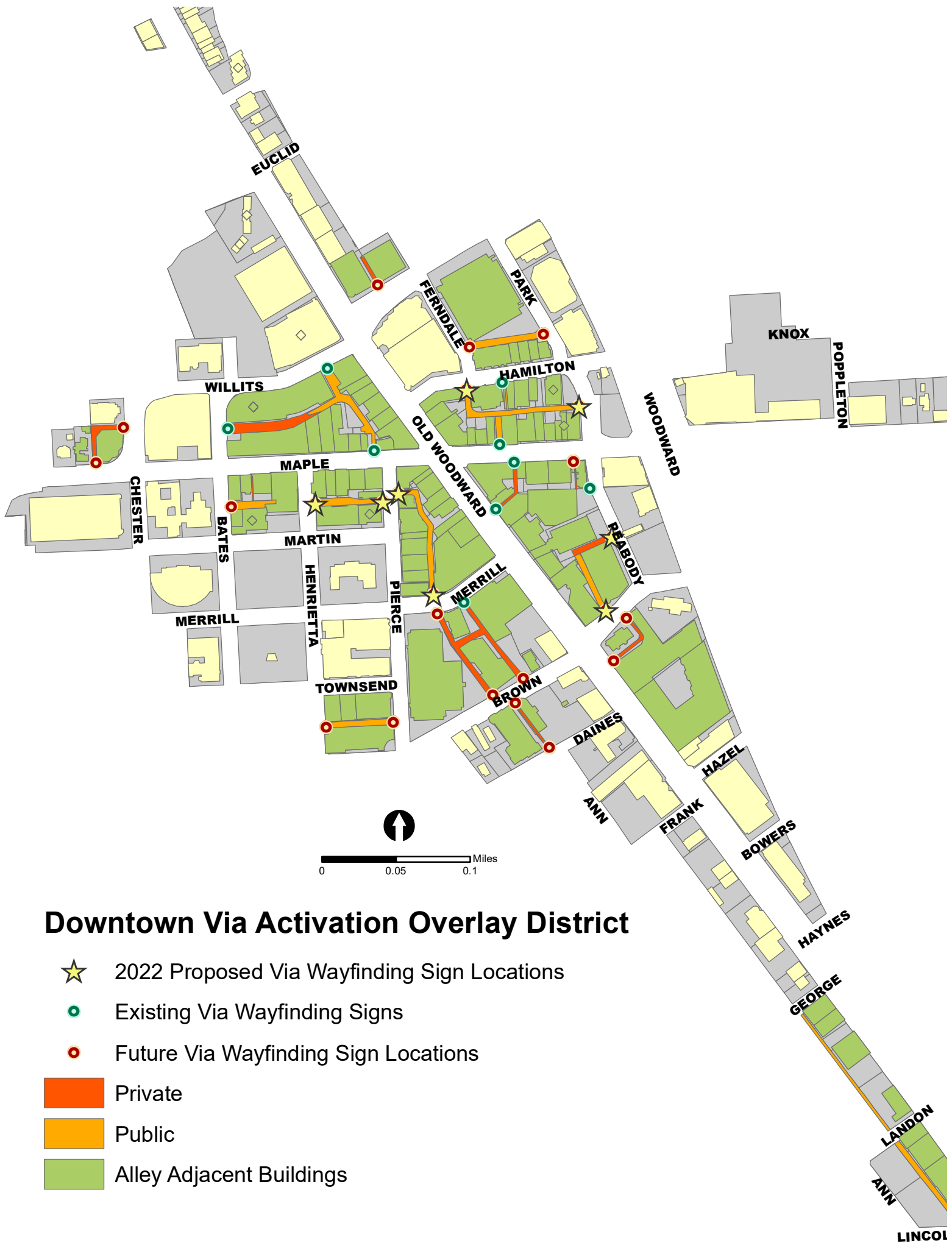
SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_





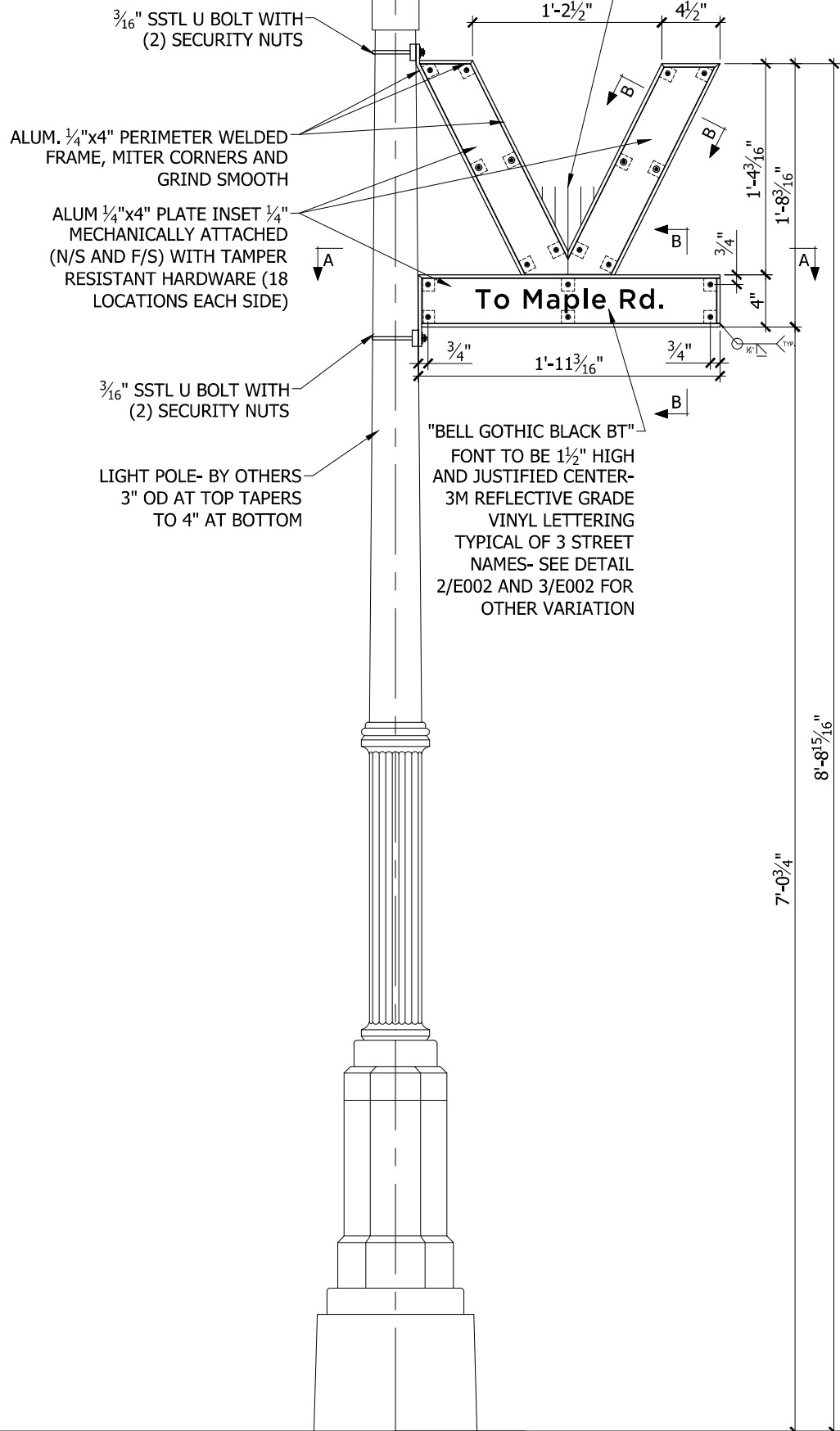
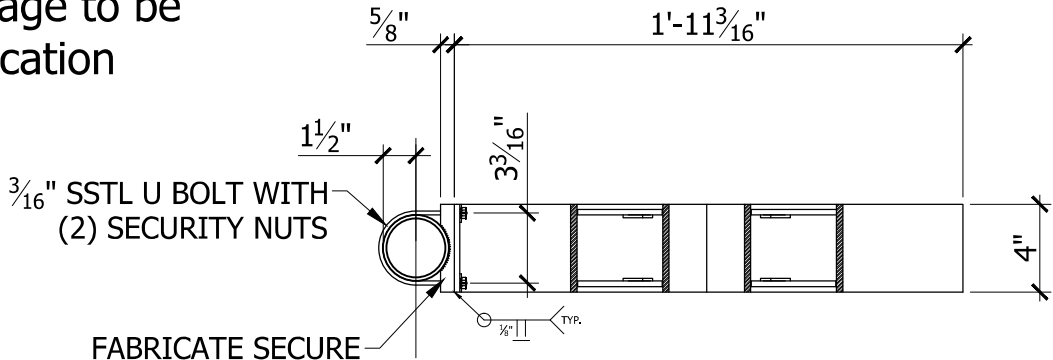
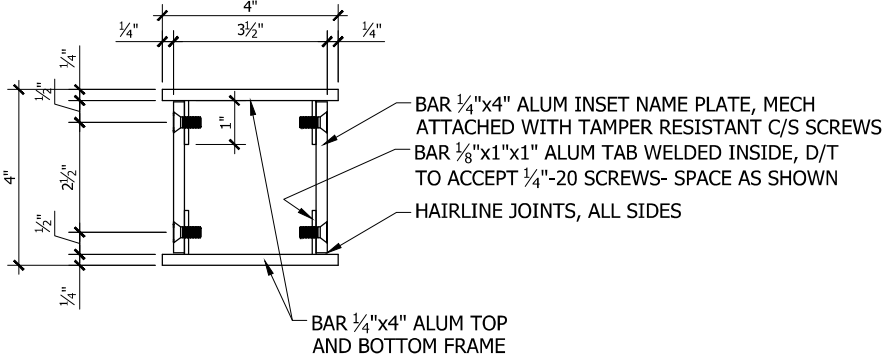


Exhibit A - text for signage to be determined for each location

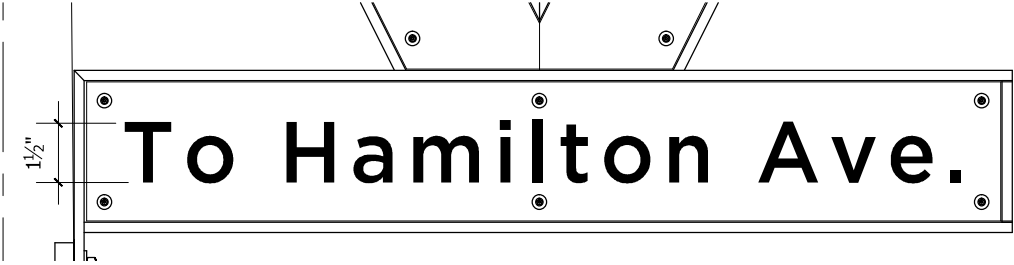


FABRICATE SECURE CLAMP FOR POST UPRIGHT- FULLY WELDED TO WAY FINDER SIGN

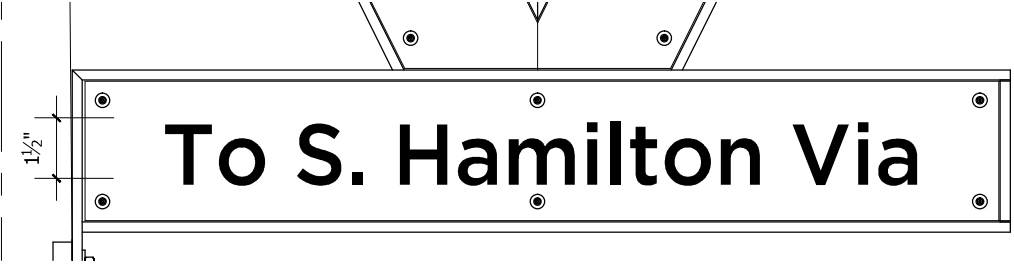
SECTION A-A  
SCALE : 3" = 1'-0"



SECTION B-B  
SCALE : 6" = 1'-0"



2 TEXT FOR SIGNAGE  
Scale: NTS



3 TEXT FOR SIGNAGE  
Scale: NTS

FUTURE FABRICATING

FUTURE FABRICATING®  
23450 REGENCY PARK DRIVE  
WARREN, MI 48089  
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FAX (586)-755-7456  
www.futurefabricating.com

AISC & SSPC CERTIFIED PLANT

JOB NUMBER:  
14-2228

PROJECT NAME:  
HAMILTON ALLEY WAY

CUSTOMER:  
NOWAK & FRAUS

TYPICAL NOTES- ALUMINUM:  
• ALL ALUMINUM SHAPES ARE ALLOY 6061 OR 6063, AS RECOMMENDED BY THE MANUFACTURER, UN, NTD.  
• ALL WELDS ARE PER AWS D1.2 "STRUCTURAL WELDING CODE - ALUMINUM."  
• WELDS ARE COMPLIANT WITH NOMMA'S "VOLUNTARY JOINT FINISH GUIDELINES" FOR FINISH #3 - "PARTIALLY DRESSED WITH SPATTER REMOVED," UN, NTD.  
• HARDWARE SUPPLIED MILL-FINISH, UN, NTD.  
• REVIEW ALL MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT AND INCORPORATE ANY ADDITIONAL NOTES FOUND BELOW.

TYPICAL NOTES- COATING:  
• SWEEP BLAST FABRICATED ALUMINUM BARS AND SHAPES PER SSPC SP-5/ NACE 1 "WHITE METAL BLAST CLEANING" COATING APPLICATIONS AS FOLLOWED FOR ALUMINUM PRODUCT, CONSULT MANUFACTURERS SPECIFICATIONS FOR PRODUCT SPECIFIC DETAILS:  
• PRIME COAT 3.0-5.0DFT POLYAMIDODIAMINE EPOXY. PRODUCT: TNEPEC HI-BUILD EPOXYLINE II N69  
• TOP COAT 2.0-3.0DFT ALIPHATIC ACRYLIC POLYURETHANE. PRODUCT: TNEPEC ENDURA-SHIELD II SERIES 1074U. COLOR TO BE SELECTED FROM MANUFACTURERS LIST OF AVAILABLE NON-METALLIC COLORS. COLOR TBD.  
• AFTER FULLY CURED, WRAP AND PROTECT FROM SHIPPING OR ERECTION DAMAGED.  
• USE BOTH PRODUCTS IN CAN FORM TO TOUCH UP MARRED OR DAMAGED SURFACES WITH APPROPRIATE APPLICATORS.

TYPICAL NOTES- LETTERING:  
• USE 3M OR SIMILAR BRANDED REFLECTIVE EXTERIOR GRADE VINYL FOR LETTERING, FOLLOW RECOMMENDED MANUFACTURERS DIRECTIONS FOR PROPER ADHESION.

COATINGS	
GALVANIZED:	<input type="checkbox"/>
PRIME COAT:	<input checked="" type="checkbox"/>
INTERMEDIATE:	<input type="checkbox"/>
TOP COAT:	<input checked="" type="checkbox"/>
POWDER COAT:	<input type="checkbox"/>
ANODIZED:	<input type="checkbox"/>
RAW:	<input type="checkbox"/>
POLISHED:	#4 <input type="checkbox"/>

REV #	DATE	DESCRIPTION
1	3/19/15	REVISED PER MEETING
2	2/20/15	SUBMITAL FOR REVIEW

DRAWN BY:	CHECKED BY:	FIELD MEASURED:
CA	GAR	TBD
DATE:	DATE:	DATE:
2/20/15	2/20/15	TBD

SHEET TITLE:  
PRELIMINARY WAY FINDER SIGN DESIGN

SHEET NUMBER:  
E002

1 WAYFINDER SIGN ELEVATION  
Scale: NTS