

## MEMO

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 9/8/2016  
**Re:** Pontiac Trail Non-Motorized Path

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Dear Township Board,

Attached is a proposal from Stantec regarding a non-motorized path along Pontiac Trail. The project is being spearheaded by Salem Township, but will include sections in Northfield and Ann Arbor Township. If this project moves forward, it will be in the multiple millions of dollars and will have to be funded through large county / state and or federal grants. Stantec and Salem Township feel this is a first step to creating a shovel ready project that grants can be applied for. If this is a trail that you value, I think it's a worthwhile investment to take the step towards a feasibility study. We would only engage if and only if Salem and Ann Arbor Township agree to the proposal as well. Since this is the first time it is on the agenda, I wanted to put it up for discussion. If you are comfortable, I do recommend approval.

Respectfully Submitted,



Howard Fink, Township Manager



**Stantec Consulting Michigan Inc.**  
3754 Ranchero Drive, Ann Arbor MI 48108-2771

August 30, 2016  
File: 207585017

**Attention: Mr. David Trent, Trustee**

Salem Township  
P.O. Box 75002  
9600 Six Mile Road  
Salem, Michigan 48175

Dear Mr. Trent,

**Reference: Proposed Pontiac Trail Non-Motorized Pathway Feasibility Study  
Approximate 10 Mile Connector from WCPARC B2B Trail to MDNR Huron Valley Trail  
Ann Arbor, Northfield, and Salem Townships, Washtenaw County, Michigan**

As requested, Stantec Consulting Michigan Inc. (Stantec) is pleased to submit this proposal for professional engineering services to conduct a feasibility study of the proposed Pontiac Trail Non-Motorized Pathway located in Ann Arbor, Northfield, and Salem Townships, Washtenaw County, Michigan. This proposed pathway is intended to connect the existing WCPARC B2B Trail located in the City of Ann Arbor, to the existing MDNR Huron Valley Trail located in South Lyon.

**BACKGROUND**

1. In 2010, Salem Township officials began discussions of a proposed non-motorized pathway located along Pontiac Trail connecting the City of Ann Arbor to South Lyon.
2. On 2/14/11, a meeting was held between Ann Arbor Township, Northfield Township, and Salem Township officials to discuss the proposed pathway project. Ann Arbor Township and Northfield Township indicated that they generally supported the project concept, and Salem's desire to proceed with a feasibility study.
3. On 3/8/11, the Salem Township Supervisor introduced the project to the Salem Township Board. The board authorized the Supervisor to continue project evaluations with the neighboring Townships and research the availability of grant funding for the project.
4. On 7/12/11, a project presentation was made to the Salem Township Board to seek funding for a feasibility study. The motion failed and the project was put on hold.
5. On 8/25/16, another meeting was conducted with officials of the three Townships to again confirm support for the project, and discuss proceeding with a feasibility study proposal. It was discussed to share the study costs equally three ways. Salem Township, having the largest share of the project within its jurisdiction, would likely take the lead with the study. Stantec was requested to prepare this proposal.



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## **SCOPE**

Stantec proposes to perform the following tasks as part of the Feasibility Study:

Task 1 – Kickoff meeting to review and confirm project goals (see attached 2011 concept plan).

Task 2 – Visit site to document and record opportunities and constraints.

Task 3 – Data collection. Conduct preliminary research of physical constraints including the existing ROW, natural and manmade features, soils, and topography from existing maps and publications.

Task 4 – Prepare an alternatives routing plan on an aerial photograph, and revise one time.

Task 5 – Prepare a preliminary construction cost estimate and include costs for short-term and long-term maintenance for each alternative route.

Task 6 – Identify potential funding sources.

Task 7 – Prepare and submit a summary report of findings and recommendations (draft and final) that can be utilized as a resource for future grant applications.

## **ASSUMPTIONS**

The following assumptions have been made in preparing this proposal:

- 1) No field survey work or mapping will be conducted under this proposal.
- 2) Workshops and public information meetings would be an additional service.

## **SCHEDULE**

Stantec proposes to complete all work for Tasks 1 through 7 within 90 days upon receipt of a Notice to Proceed.



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## **FEE**

Stantec can provide the consulting engineering services detailed in this proposal on a time and materials basis for a not-to-exceed fee of \$15,000. It is our understanding that Salem Township will arrange project cost sharing reimbursement directly with Ann Arbor & Northfield Townships.

## **SUMMARY**

We appreciate the opportunity to submit this proposal to assist with the Proposed Pontiac Trail Non-Motorized Pathway Feasibility Study. As you are aware, Stantec has extensive non-motorized trail experience working with many of the major project stakeholders on this project. If you are in agreement with this proposal, enclosed please find our Professional Services Terms and Conditions. Please review and sign this proposal letter and return a copy, along with the Professional Services Terms and Conditions to our office.

Thank you again for the opportunity to provide you with this work plan. Please do not hesitate to contact us if you have any questions, or require more information.

Regards,

**STANTEC CONSULTING MICHIGAN INC.**

Patrick J. Judd, LLA, ASLA  
Landscape Architect  
Phone: (734) 214-1863  
Fax: (734) 761-1200  
patrick.judd@stantec.com

**STANTEC CONSULTING MICHIGAN INC.**

Mark D. Pascoe, PE, LEED® AP, ENV SP  
Principal  
Phone: (734) 214-1865  
Fax: (734) 761-1200  
mark.pascoe@stantec.com

Attachments: Professional Services Terms and Conditions  
2011 Concept Plan



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Approximate 10 Mile Connector from WCPARC B2B Trail to MDNR Huron Valley Trail  
Ann Arbor, Northfield, and Salem Townships, Washtenaw County, Michigan**

**ACKNOWLEDGED AND ACCEPTED:**

**SALEM TOWNSHIP**

\_\_\_\_\_  
Name of Signer:  
Title of Signer:

\_\_\_\_\_, 2016

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The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**LIMITATION OF LIABILITY:** The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

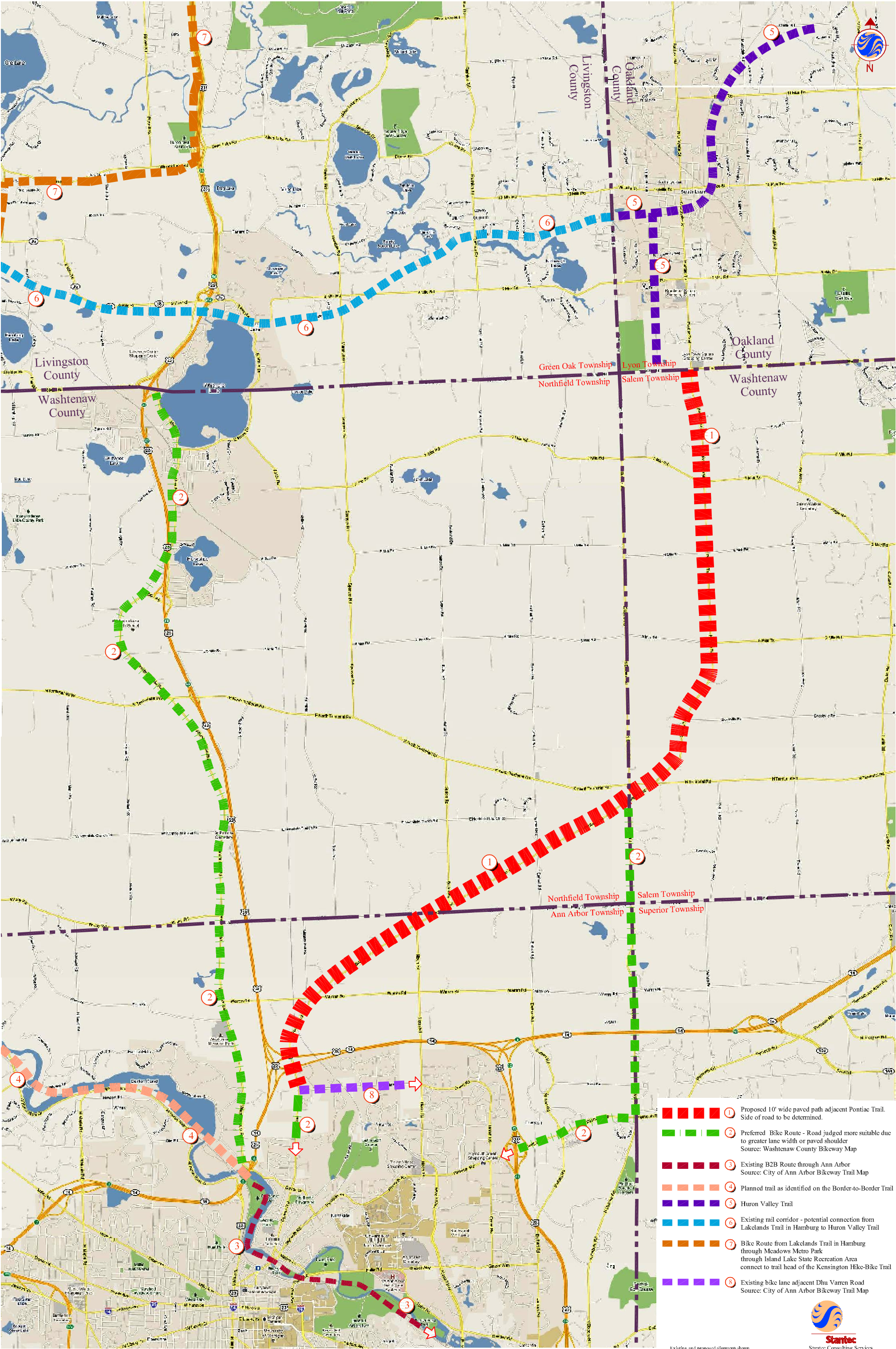
**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ASSIGNMENT:** The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**





Scale: 1"=2500'

# SALEM TOWNSHIP Regional Pedestrian Pathway Plan

January 18, 2011

- 1 Proposed 10' wide paved path adjacent Pontiac Trail. Side of road to be determined.
- 2 Preferred Bike Route - Road judged more suitable due to greater lane width or paved shoulder. Source: Washtenaw County Bikeway Map
- 3 Existing B2B Route through Ann Arbor. Source: City of Ann Arbor Bikeway Trail Map
- 4 Planned trail as identified on the Border-to-Border Trail
- 5 Huron Valley Trail
- 6 Existing rail corridor - potential connection from Lakelands Trail in Hamburg to Huron Valley Trail
- 7 Bike Route from Lakelands Trail in Hamburg through Meadows Metro Park through Island Lake State Recreation Area connect to trail head of the Kensington Hike-Bike Trail
- 8 Existing bike lane adjacent Dhu Varen Road. Source: City of Ann Arbor Bikeway Trail Map



Stantec Consulting Services,  
3959 Research Park Dr.  
Ann Arbor, MI 48108  
Contact: Mark D. Pascoe PE, LEED AP  
734.214.1865

Existing and proposed alignments shown on this exhibit are approximate and were derived from a variety of sources. The base map was derived from Google Maps.