# CONTRACT FOR PROFESSIONAL SERVICES

**SURVEYOR:**
JFK Land Surveying Consultant, LLC
John F. Korr, Jr., P.S., Owner/Manager
3345 Basswood Dr.
Traverse City, MI 49686

**CLIENT/AGENT:**
Village of Northport
C/O Joni Scott, Clerk
P. O. Box 336
Northport, MI 49670

File No: 2021.11

Contract for Professional Services (Agreement) dated, March 2, 2021 between John F. Korr, Jr., P.S. and the Village of Northport, Michigan, the Client.

It is hereby agreed between JFK Land Surveying Consultant, LLC, and the Village of Northport, Michigan, the Client, that JFK Land Surveying Consultant, LLC will perform professional services as set forth in the Agreement, subject to the terms and provisions set forth below. That the Client hereby agrees to grant or to obtain any and all necessary permissions and permits to allow the surveyor, its agents, or its employees to perform its work under the contract.

**SUBJECT:**
Trail and Easement Survey, for the James Levy and Lois counterman property as the life estate parcel within a portion of property described in Warranty Deed in Liber 946, Page 689. located in the Northwest Fractional ¼, Section 3, T31N, R11W, Village of Northport, Michigan.

**SERVICES TO BE PERFORMED by: JFK Land Surveying Consultant, LLC**
See the attached Exhibit "A", Scope of Services which is attached and part of this contract.

**TIME SCHEDULE:**
The estimated starting date – March 5, 2021
The estimated completion date – April 1, 2021 or 30 days after signing of contract.

**FEES:** The estimated fee is: $1850.00
Initial deposit to be applied to the total: N/A, Payment upon Completion at Delivery.

Additional Fees - any additional work or services not specified on this agreement shall be given in writing and shall be billed at the fee schedule rates attached or prevailing rates for such services and expenses.

This agreement is dated: March 2, 2021.

Prepared By: John F. Korr, Jr., P.S.
JFK Land Surveying Consultant, LLC

Client/Agent: Village of Northport, Michigan

_____
John F. Korr, Jr. P.S.

_____
Signature
Date:

Please sign and date both copies. Keep one copy for your records and return the other copy to JFK Land Surveying Consultant, LLC

3345 Basswood Dr.
Traverse City, MI 49686-8607
Phone: 231-590-3537
Email: jfkorr@charter.net

## CONTRACT FOR SERVICES (CONTINUED)

1. Damages: The Surveyor shall not be liable for damages resulting from the actions or inactions of governmental agencies, and Surveyor shall only act as an advisor in all governmental relations.

2. Payment for Services: The Client understands and agrees that the aforementioned amount is an estimate for the scope of work described on page one or any attached exhibit. Additional fees may be billed if the scope of the work is changed. A statement for work done in a month will be billed in the following month, and that payment is to be made by the Client within 15 days of the date of invoice. A late –payment PENALTY of one and one-half (1 ½%) per month, which is an annual rate of eighteen per cent (18%) shall be applied to any unpaid balance, commencing thirty (30) days after the date of the original invoice.

3. Estimated Date of Completion: Absent an act, condition, thing or event beyond the control of the parties hereto, it is anticipated that the SURVEYOR will complete the performance of the services on or before the day indicated on page 1 of this agreement.

4. Ownership of Documents: All original documents, drawings, computer files and survey notes represent the product of training, experience, and professional skill. All such items are, and will remain, the property of the SURVEYOR, regardless if the project is completed. Upon full payment of all amounts due hereunder, SURVEYOR will furnish copies of suitable, original drawings and other final work products in the form required by applicable law to the Client. Such documents furnished to the Client are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Client's sole risk and without liability or exposure to the SURVEYOR.

5. Scope of Services Rendered: Client assumes full responsibility for determining the suitability of the described services to meet its needs. If indicated on the attached Exhibit A, such services may include preparation and attendance at public hearings or informational meetings, when so requested by the Client; but this Agreement does not include services that would pertain to the preparation or appearance on behalf of the Client in litigation.

6. Lien for Services/Attorney's Fees: SURVEYOR reserves the right to file any statutorily authorized lien against the property which is the subject of this contractual Agreement in the event payment is not received for services rendered. If the SURVEYOR is required to file suit to secure payment, the SURVEYOR shall be entitled to receive its actual attorney's fees and costs incurred in such litigation.

7. Termination of Services: This contract may be terminated by the Client or Surveyor should the other fail to perform its obligations under this contract. In the event of termination, the Client shall pay Surveyor for all services and expenses rendered to the date of the termination.

8. Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Surveyor shall be submitted to non-binding mediation. The Client and Surveyor agree to include a similar mediation agreement with all contracts, subcontractors, suppliers, and fabricators that provides for mediation as the primary method for dispute resolution between all parties.

9. Entire Agreement: This Agreement constitutes the entire Agreement of the parties and no alteration or amendment shall be effective until such time as it is reduced to writing and signed by both parties.

# Exhibit "A" Scope of Work for This Contract

JFK Land Surveying Consultant, LLC shall provide the following services to complete this contract as follows:

- Prepare a field survey after a walk through with the survey crew chief David Gillette, PS. Survey a proposed centerline of a cross country hiking trail marked by approximately 20 centerline deflection points. These points being marked on the ground by Steve Wetherbee, Village President and James Levy, landowner. The trail and easement survey of Levy and Counterman will be located and monumented in the ground at the being and ending points at the intersection of the boundary lines with 1/2 "x18" iron bars and surveyor I.D. caps. The property was previously surveyed and recorded on 1/26/2021 in Leelanau County records in Liber 14, Page 372 of Surveys. Located in the Northwest Fractional 1/4, of Section 3, T31N, R11W of the Village of Northport, Leelanau County, MI.

- Prepare a centerline trail easement survey map on 8.5' x 11" paper of the property surveyed. The easement shall be shown on the map and a centerline description prepared and included. This document is to be used by the Village of Northport's attorney to include in a legal document for recording by the Village.

**The fee to complete the above task is:**

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|---|---|---|
| **Centerline of Trail Survey and map** | **Fee** | **$1850.00** |
| **Total Fee for this survey** | | **$1850.00** |