PROJECT NO. _____
PROPOSAL NO. P26015

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of February 2, 2026 ("Effective Date") by and between Machin Engineering, Inc. (hereinafter "Consultant") and Village of Northport (hereinafter "Client/Owner").

RECITALS

PROJECT NAME: Village of Northport_MI_Rose St WM & FM Relocation

LOCATION: Rose Street, Village of Northport

DESCRIPTION OF SERVICES: See Attached Exhibit 'A'

The Client agrees to pay the Consultant for all services performed and all costs incurred rendered under this Agreement:

FEE (hourly estimated): $ See Exhibit 'A'. (USD) Estimated Start DATE: TBD

FEE (fixed): $ See Exhibit 'A' Estimated Completion DATE: TBD

TERMS AND CONDITIONS

SECTION 1. Payment: Invoices due net 30 days from the date of the invoice. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1.5% per month (18.0% per annum).

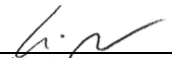
SECTION 2. Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or hers officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attribute to the sole negligence or willful misconduct of the Consultant. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements and understandings, both written and oral, of the parties relating to the subject matter of this Agreement.

SECTION 3, Limitation of Liability: The liability, if any, of Consultant with regard to this Agreement for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, is limited to the scope of work relating to the design and plan preparation, and not to exceed the value of the contract. In no event will Consultant be liable for indirect, special, or consequential damages.

SECTION 4. Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

SECTION 5. Governing Law and Assignment: This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the State of Michigan. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Grand Traverse County of the State of Michigan.

By providing a signature below the Client hereby agrees to the before mentioned Recitals and Terms and Conditions of this Agreement. If not accepted within 30 calendar days of issue date, this Agreement shall be determined void.

Offered by (Consultant):	**Accepted by (Client):**
 2/2/2026	
signature *Date*	*signature* *Date*
Eric Sandmann, P.E. / Project Manager	Jered Ottenwess / Village Manager
printed name / title	*printed name / title*
Machin Engineering, Inc	Village of Northport
name of consulting firm	*name of client*
1235 E Front Street, Ste A Traverse City, MI 49686	116 W Nagonaba Street Northport, MI 49670
address	*address*
(p) (231) 935-1530 Ext 710	(p) (231) 386-5182 Ext 13
phone and fax	*phone and fax*
eric@machinengineering.net	manager@villageofnorthport.net
email address	*email address*

MACHIN ENGINEERING

EXHIBIT "A"
Rose Street Water Main and Force Main Relocation
Village of Northport
Proposal No. P26015

This Exhibit outlines the specific scope of professional services to be provided by the Consultant. These services will be provided in accordance with this Agreement between the parties, as set forth in Agreement for Professional Services. This exhibit is made part of and incorporated by reference into Agreement for Professional Services.

PART A - <u>DESIGN SERVICES</u>

A.1 Project Location / Identification:

The Village of Northport is proposing the lowering of approximately 120 LFT of water main and 140 LFT of sanitary force main on Rose Street located at the site of the new culvert crossing. Lengths are approximate and subject to change based on final design. Scope of work will include engineering design and permit assistance.

A.2 Design Considerations/Requirements:

1. Ten States Standards
2. EGLE Regulations
3. Boundary & Topographic Survey as required to cover work area with data

A.3 Discovery Services of Engineer:

1. Conduct a field survey to supplement the current survey with the 2022 marina construction work to assist in the tying in of features between the two projects.
2. Obtain digital copies of the Prein & Newhof plans in AutoCAD DWG format, including any survey base files.
3. Update base plan with utility information based on review provided by MEI for the Rose Street Culvert.

A.4 Design Services of Engineer:

1. Review the constructability requirements for the project with Department of Public Works staff.
2. Determine design specific locations for start and stop of the relocation based on possible directional drilling installation technique.
3. Provide design for the connections to include a two-way sanitary forcemain cleanout detail
4. Prepare plan and profile of the proposed main work with project specifications on plans and associated details.

A.5 Permitting Services of Engineer:

1. Provide assistance to the Village for the permit applications under EGLE Part 41 Wastewater Construction Permit and Act 399 of the Safe Drinking Water Act.
2. Permit applications to be submitted online by the Client.

A.6 Completion Time:

1. We will complete the above-mentioned services in a timely fashion and as rapidly as the process permits.

PART B - <u>SERVICES FEES</u>

B.1 Methods of Payment for Services and Expenses of ENGINEER

The ENGINEER will be paid the following lump sum fees for the Basic Services as indicated in Part A as noted in this exhibit.

Discovery Services	$ 6,200
Design Services	$ 8,700
Permit Assistance	$ 3,000
TOTAL:	$ 17,900

1. Non-budgeted reimbursable costs shall include ☒Mileage and ☒prints/reproductions.
2. Attendance to agency board meetings is not provided in this proposal.
3. Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee.
4. This scope of work covers expenses needed for submission to all applicable reviewing agencies. Plan revisions needed because of review comments are not included and will be completed on a time & expense basis.
5. Client shall submit for all applicable Village of Northport permits.
6. Billings will be made once a month as the work progresses.
7. Construction services are provided under a separate agreement with the Rose St Culvert feasibility review project.

B.2 Clarifications

1. All information, as stated in this proposal to be supplied by Client, will be supplied to Engineer per his request in digital form. All CAD files in AutoCAD Civil 3D version 2020 or newer.
2. Construction survey staking by others.