PROJECT NO. _____
PROPOSAL NO. P26020

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of February 18, 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_Warren St Water Main Replacement_Northport

LOCATION: Warren 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).

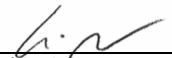
SECTION 2. Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or hers officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, 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):**
 2/18/2026	
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

February 18, 2026

Jered Ottenwess
Village of Northport
116 W Nagonaba Street
Northport, MI 49670

Re: Village of North Port Warren Street Water Main Replacement
ME Project No: P26020

Jered,

Thank you for the opportunity to submit this proposal for the Warren Street Water Main Replacement project. On behalf of Machin Engineering, we are pleased to present our proposal for engineering services contained within this letter.

If you have any questions regarding the proposal, please reach out myself or Pat Machin by phone or email below.

Sincerely,

MACHIN ENGINEERING, INC.

X _____

Eric Sandmann, P.E.
Project Manager
(p) (231) 935-1530 ext 710
eric@machinengineering.net

X _____

Patrick J. Machin, P.E.
Project Manager
(p) (231) 935-1530 ext 700
pat@machinengineering.net

EXHIBIT "A"
Warren Street Water Main Replacement
Village of Northport
Proposal No. P26020

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 replacement of approximately 260 LFT of the existing 4 inch water main on North Warren Street located between West 5th Street and West 6th Street. The existing 4 inch main will be replaced with an 8 inch main to comply with Michigan Safe Drinking Water Act. Additional work includes the installation of a fire hydrant located at the northeast corner of North Warren Street and West 5th Street.

A.2 Design Considerations/Requirements:

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

A.3 Discovery Services of Engineer:

1. Conduct Boundary & Topographic Survey by Others to identify features withing the area of work as well as right-of-way lines.
2. Conduct Ground Penetrating Radar services by Others to identify location of water main.
3. Creation of Base File from Boundary & Topographic Survey prepared by Others.
4. Coordination with Village of Northport on design documents.

A.4 Design Services of Engineer:

1. Review the constructability requirements for the project with Department of Public Works staff.
2. Provide design connections for the proposed 8 inch water main.
3. Provide the design layout for the fire hydrant.
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 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 - SERVICES FEES

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	$ 3,400
Design Services	$ 7,000
Permit Assistance	$ 2,000
Construction Administration	$ 7,400
TOTAL:	$ 19,800

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. Village shall provide an approximate location of the water main location. If the Village is not able to provide an approximate location, a Ground Penetrating Radar (GPR) survey will need to be conducted. The fee for a GPR survey will be $1,600.
6. Client shall submit for all applicable Village of Northport permits.
7. Billings will be made once a month as the work progresses.
8. Construction services are not provided. MEI can provide a proposal for construction services at a later date.

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.