PROJECT NO. _____
PROPOSAL NO. P25067

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

PROJECT NAME: Village of Northport Marina Capacity Enhancement Project

LOCATION: Village of Northport, Michigan

DESCRIPTION OF SERVICES: See Exhibit 'A'

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

FEE (hourly estimated): $ _____. (USD) Estimated Start DATE: _____

FEE (fixed): Part 1: $86,900 | Part 2: $5,800 Estimated Completion DATE: _____

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):**
11/10/2025	
signature *Date*	*signature* *Date*
Patrick J. Machin, P.E. / Principal	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 St, Northport, MI 49670
address	*address*
(p) (231) 935-1530 Ext 700	231-386-5182
phone and fax	*phone and fax*
pat@machinengineering.net	manager@villageofnorthport.net
email address	*email address*

MACHIN ENGINEERING

EXHIBIT "A"
Village of Northport Marina Capacity Enhancement Project
Village of Northport
Proposal No. P25067

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.

Project Location / Identification:
The Village of Northport is initiating a strategic enhancement of its marina facilities. This effort will begin with a robust public engagement process designed to gather input from community members, stakeholders, and marina users. Insights from this dialogue will inform the development of conceptual designs that visually represent proposed improvements. These concepts will be accompanied by professional assessments, including opinions of probable construction costs, to support informed decision-making and future planning. The goal is to create a marina that better serves the community's needs while promoting long-term sustainability and economic vitality.

These services are considered Part 1 of the proposal. Part 2 of the proposal will aid in completing grant paperwork.

PART 1. DESIGN SERVICES

1.1 Description of Services:
1. Review the Village's goals for increased marina capacity, improved user experience, and enhancement of economic and recreational value. Identify regulatory, environmental, and operational constraints that may influence marina expansion options. Establish alignment with Michigan Department of Natural Resources (DNR) Waterways Program and Trust Fund Grant eligibility.

1.2 Project Management and Coordination
1. Kick-off Meeting with Village Staff and Stakeholders:
   a. Conduct an initial project kickoff meeting to define objectives, priorities, and deliverables.
   b. Review existing marina plans, previous studies, bathymetric data, and permit history.
   c. Establish communication protocols and project schedule.
   d. Identify key stakeholders (Village Council, Harbor Committee, DNR, U.S. Army Corps of Engineers, local businesses, and user groups).

1.3 Assistance with Public Engagement Session No. 1
1. Draft possible vision questions for session.
2. Attend Public Engagement Session No. 1

1.4 Interpretation of Feedback
1. Interpret feedback from first engagement with the public
   a. Provide a letter report to staff and/or the board.

1.5 Data Collection and Existing Conditions Assessment

1. Review available mapping, aerial imagery, survey data, and environmental documentation. Identify existing utilities, dredging requirements, sediment conditions, and water depths. Evaluate current marina facilities (slip layout, docks, utilities, amenities, parking, and upland infrastructure). Assess regulatory requirements (DEQ, USACE, Coast Guard, etc.).

1.6 Conceptual Design and Capacity Analysis

1. Develop up to three conceptual layout alternatives illustrating potential slip additions, dock reconfiguration, and upland improvements.
2. No additional field work is provided in this phase. Concepts are completed using benchtop methods from historical information and use of past MEI project data.
3. Provide narrative descriptions for each concept, identifying benefits, challenges, and approximate capacity gains.
4. Conduct preliminary cost estimates (order-of-magnitude level) for each concept.
5. Evaluate feasibility factors such as environmental impact, navigational safety, structural and utility capacity, and phased implementation potential.

1.7 Assistance with Public Engagement Session No. 2

1. Present conceptual alternatives to Village Council and Harbor Committee for feedback.
2. Conduct public engagement session no. 2.
3. Incorporate feedback into the preferred concept selection.

1.8 Feasibility Study Report

1. Compile findings into a comprehensive report that includes:
    a. Summary of existing conditions
    b. Description of conceptual alternatives
    c. Capacity analysis and comparative evaluation
    d. Environmental and permitting considerations
    e. Cost estimates and funding strategy
2. Recommended next steps and implementation plan
    a. Deliver a draft report for Village review, then a final report incorporating feedback.

PART 2. GRANT ASSISTANCE

2.1 Assist Drafting of Recreation Plan for Marina

1. Provide review of draft Recreation Plan, Marina component.
    a. Provide comments to Staff, as required.
2. Provide review of final draft
    a. Provide comments to Staff, as required.

2.2 Grant Assistance – Michigan DNR Waterways and Trust Fund Grant

1. Identify appropriate grant programs (e.g., DNR Waterways Grant or Michigan Natural Resources Trust Fund).
2. Prepare draft grant narrative outlining project need, public benefit, and alignment with grant criteria.
3. Provide supporting technical data, conceptual drawings, cost estimates, and feasibility documentation for the Village's application.

SERVICES FEES

A. 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 1 and Part 2 as noted in this exhibit.

Public Engagement Assistance Services (1.3-1.5, 1.7)	$ 20,500
Concept Development and Presentations (1.2, 1.6)	$ 52,600
Opinions of Probable Construction Costs Estimates	$ 6,000
Feasibility Report	$ 7,800
PART 1 TOTAL:	**$ 86,900**

Grant Assistance	$ 5,800
PART 2 TOTAL:	**$ 5,800**

1. For a total proposal amount, please add both Part 1 and Part 2, if both are selected.
2. Non-budgeted reimbursable costs shall include ☒Mileage and ☒prints/reproductions.
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. Billings will be made once a month as the work progresses.

B. 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 2023 or newer.
2. Field survey and other field data gathering services are not included in the proposal.
3. Final design services and permitting services are not included in the proposal.