

**CITY OF NEWPORT**  
**TASK ORDER NO. 11**  
**TO ENGINEERING SERVICES AGREEMENT**  
**(CONSULTANT OF RECORD)**  
**FOR THE AGATE BEACH WASTEWATER IMPROVEMENTS PROJECT**

This TASK ORDER NO. 11 to the Engineering Services Agreement dated April 12, 2010, hereinafter called Agreement, between the City of Newport, (CITY), and Brown and Caldwell, Inc., (ENGINEER).

**A. SCOPE OF SERVICES**

CITY agrees to utilize the services of ENGINEER and ENGINEER agrees to perform miscellaneous engineering services as required by the CITY in regards to the Agate Beach Wastewater Improvements Project. As per the Engineering Services Agreement, Engineer shall confirm the scope, schedule, and anticipated compensation for such services in writing prior to starting work. Email is acceptable written documentation.

**B. CITY'S RESPONSIBILITIES**

CITY's responsibilities on this project include:

- CITY shall assign appropriate reviewers to the project and compile and provide a single consolidated, coordinated, legible, and internally consistent copy of written review comments to ENGINEER for all draft documents and work products, as appropriate.
- CITY shall provide timely review of submitted products (one-week turnaround or as otherwise agreed upon).

**C. COMPENSATION**

1. CITY shall pay ENGINEER according to the fee schedule set forth in Exhibit A to the Master Engineering Services Agreement.
2. CITY shall pay ENGINEER as complete compensation for services provided. Services provided under this Task Order No. 11 may be a single activity whose fee does not exceed twenty thousand and 00/100 dollars (\$20,000), or multiple tasks may be performed under this Task Order No. 11 as long as the total for all tasks does not exceed twenty thousand and 00/100 dollars (\$20,000).

**D. SCHEDULE**

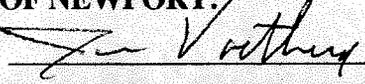
ENGINEER shall complete the work in accordance with the deadlines established between the CITY and ENGINEER for each activity. This Task Order No. 11 shall expire December 31, 2013, unless extended by the CITY by a later amendment.

**E. MISCELLANEOUS**

All terms and conditions of the Agreement apply to this Task Order as though fully set forth therein. In the event of a conflict between this Task Order and the Agreement, the terms of this Task Order shall apply.

The parties do mutually agree to all mutual covenants and agreements contained within this Task Order No. 11.

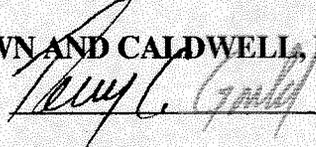
**CITY OF NEWPORT:**

By: 

Title: City Manager

Date: 3/25/13

**BROWN AND CALDWELL, INC.:**

By: 

Title: Vice President

Date: March 20, 2013