

CITY OF NEWPORT
TASK ORDER NO. 3
TO ENGINEERING SERVICES AGREEMENT
(CONSULTANT OF RECORD)
FOR MISCELLANEOUS ENGINEERING SERVICES

This TASK ORDER NO. 3 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. 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 to provide ENGINEER with the following information:

- 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 Consultant for all draft documents and work products, as appropriate.
- CITY shall provide timely review of submitted products (1-week turnaround), as appropriate.

C. COMPENSATION

1. CITY shall pay ENGINEER according to the fee schedule set forth in Exhibit A to the Engineering Services Agreement.
2. CITY shall pay ENGINEER as complete compensation for services provided. Services provided under this Task Order may be a single project whose fee does not exceed Five Thousand Dollars (\$5,000), or multiple tasks may be performed under this Task Order as long as the total for all tasks does not exceed Five Thousand Dollars (\$5,000).

D. MISCELLANEOUS

All terms and conditions of the Engineering Services Agreement apply to this Task Order as though fully set forth therein. In the event of a conflict between this Task Order and the Engineering Services 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. 3.

CITY OF NEWPORT:

By: *Jim Veith*
Title: City Manager
Date: 10-7-10

BROWN AND CALDWELL:

By: *Byron R. Powell*
Title: Vice President
Date: 10-4-10