

NEWPORT CITY COUNCIL AGENDA

July 15, 2024 AT 6:00 PM

INTRODUCTION

The City of Newport, Washington, is a Mayor/Council form of government and is a code city. Essentially, Newport conducts its day to day business within the State of Washington laws, RCW 35A, that govern optional municipal code cities. The Newport City Council is called to order by the **Mayor** and all business of the City is conducted in accordance with State of Washington laws and Newport Resolution number 10410 City Council Rules of Procedure, adopted January 04, 2010. If you require any reasonable accommodation to participate in the council meeting, please contact the City at (509) 447-5611 forty-eight (48) hours prior to the meeting.

YOUR ELECTED OFFICIALS

MAYOR KEITH CAMPBELL
COUNCILMEMBER KENNETH SMITH
COUNCILMEMBER ELIZABETH SPRING

COUNCILMEMBER JAMI SEARS
MAYOR PRO TEM MARK ZORICA
COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE
AMENDMENTS & APPROVAL OF AGENDA & MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

STAFF COMMENTS:

Law Enforcement update – Chief Nelson, Police Chief

Fire Department update – Chief Nokes, Interim SPOFR Fire Chief

Public Works update – David North, Public Works Director

Wastewater and Water Treatment Plant update – Josh Howard, Plant Superintendent

CITY ADMINISTRATOR COMMENTS:

NEW BUSINESS:

Motion to approve JUB Engineers, Inc Agreement for professional services for design on elements of the wastewater collection system – JUB Project #70-24-021 – to begin Summer 2024 and continue into Spring 2026 in the amount of \$1,540,000 – Abby Gribi, City Administrator

Motion to approve JUB Engineers, Inc Agreement for professional services for design for upgrade of the existing wastewater treatment facility – JUB Project #70-24-22 – Preliminary Design Phase 000 in the amount of \$873,610 - Abby Gribi, City Administrator

BILLS & PAYROLL:

2024 CLAIMS CHECKS 66335-66365	\$42,344.78
2024 CLAIMS EFT 07/09/2024 Run 1-12	\$29,330.90
2024 CLAIMS DIRECT PAY 07/09/2024 Run 1-8	\$8,374.19
PAYROLL E-CHECKS 1675-1683; Dir Deposit Run 07/02/2024	\$83,135.37

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
July 01, 2024

A meeting of the Newport City Council was held on July 01, 2024, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

	Keith Campbell	Mayor (Absent)
	Abby Gribi	City Administrator
	Nickole North	Clerk/Treasurer
Kenneth Smith		Councilmember
Elizabeth Spring		Councilmember
Jami Sears		Councilmember
Mark Zorica		Mayor Pro Tem
Nathan Longly		Councilmember

At 6:00 PM, Mayor Pro Tem Zorica called the meeting to order followed by roll call and the pledge of allegiance.

APPROVAL OF AGENDA & MINUTES:

Agreement NP2021-05 Amendment #5 was added to the Agenda under New Business. Councilmember Longly moved to approve the agenda as amended and the minutes from the June 17, 2024 Council Meeting; Councilmember Sears seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Councilmember Longly attended the Farmer's Market and felt that there were a lot of neat things to be seen there. He highly encourages everyone to go down and attend it.

Councilmember Sears asked that everyone clean up after setting off fireworks and not leave debris.

CITY ADMINISTRATOR COMMENTS:

The third annual Better Together Celebration held by the Kalispel Tribe will be September 12th.

The pickle ball court will be completed in mid-July.

Grinding will be starting next week, weather dependent. Notice will be out on Facebook. This project will be taking place over the next few weeks.

Administrator Gribi attended the Annual AWC Conference. She was able to learn about a team that will match federal grant funding that she will be working with for the wastewater project.

Administrator Gribi also met with RCAC regarding the emergency response plan.

Police Officer Aannerud has resigned and will be working towards retirement up in Alaska. Chief Nelson will be working off the Civil Service List to replace him. He will also be working through the School Resource Officer process. There will be certain hours worked at the school until an SRO replacement is in place.

NEW BUSINESS:

Councilmember Sears moved to approve Hotel/Motel Tax in the amount of \$1,000 for advertising of the Pend Oreille Valley Relay for Life event; Councilmember Spring seconded. Motion carried.

Councilmember Spring moved to approve Ordinance 2121 and exhibit A & B adopting the Newport General Sewer Plan and Wastewater Facility Plan and Providing for other matters relevant thereto; Councilmember Longly seconded. Motion carried.

Councilmember Longly moved to approve Agreement NP2021-05 Amendment #5 between Department of Ecology and the City of Newport; Councilmember Smith seconded. Motion carried.

A quarterly financial report was given by Clerk/Treasurer North. The second quarter of 2024 ended with \$4,822,892 in cash and investments. Sales tax and property tax both increased from last year's second quarter. Delinquent accounts have increased slightly. The Consumer Confidence Report was mailed out with the May water/sewer bills to be in compliance with Department of Health. The Annual Report was issued to the Washington State Auditor. The ARPA Annual Report was issued to US Department of Treasury. The Spring read went well and sewer excess charges were established. Currently backflow letters are being worked on and the Washington State Auditor is on site working on the City's bi-annual audit.

BILLS & PAYROLL:

Councilmember Smith moved to approve the bills and payroll; Councilmember Longly seconded. Motion carried.

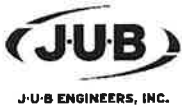
CLAIMS CHECKS 66309-66334	\$65,682.46
CLAIMS EFT 06/25/2024 Run 1-4	\$2,948.40
CLAIMS DIRECT PAY 06/25/2024 Run 1	\$5,705.75
PAYROLL E-CHECKS 1666-1674; Dir Deposit Run 06/21/2024	\$80,205.79

ADJOURNMENT:

The meeting was adjourned at 6:33 PM.

Attest: _____
Nickole North, MMC, CPFA
Clerk/Treasurer

By: _____
Keith Campbell
Mayor



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 70-24-021
J-U-B Project Manager: JDD

This Agreement entered into and effective this ____ day of July 2024, between City of Newport, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: have engineering design performed on elements of the wastewater collection system performed as further described in Attachment 1 Scope of Services, Basis of Fee, and Schedule hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>City of Newport</u>	Work telephone	<u>509-447-5611</u>
	Address	<u>200 S. Washington Ave.</u>	Home/cell phone	<u></u>
		<u>Newport, WA 99156</u>	FAX telephone	<u>509-447-2226</u>
		<u></u>	E-mail address	<u>cityofnewport@newport-wa.org</u>

For J-U-B:

1.	Name	<u>Jake Dial, P.E.</u>	Work telephone	<u>509-458-3727</u>
	Address	<u>999 W. Riverside Ave.</u>	Cell phone	<u></u>
		<u>Suite 700</u>	FAX telephone	<u></u>
		<u>Spokane, WA 99201-1005</u>	E-mail address	<u>jdial@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Collection System Improvements

CLIENT: City of Newport

J-U-B PROJECT NUMBER: 70-24-021

ATTACHMENT TO:

AGREEMENT DATED: 7/16/2024

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

J-U-B prepared a General Sewer Plan for CLIENT under project number 70-20-023 to assess the condition of the sewer collection system and identify sources of I&I. The intent of this scope of work is to continue efforts to identify sources of I&I, augment the capital improvements plan prepared as part of the General Sewer Plan, design projects to remedy known sources of I&I, and to establish a management reserve fund (Task 900) to allow for design of additional I&I reduction projects.

Part 2 of this Attachment 1 provides a detailed scope of services that is comprised of further cleaning and video inspection of the collection system to identify sources of I&I, as well as establishing additional capital improvement projects to address these sources. Additional services include environmental permitting, Willow St side sewer elimination project, and initial scoping for a preliminary study of the stormwater pump station. A management reserve set aside (Task 900) is established to fund future tasks that will be identified through the System Analysis and Recommendations report and stormwater pump preliminary study.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100: Collection System I&I Investigation

Task 100 Collection System I&I Investigation will continue the cleaning and video inspection of the collection system, provide nighttime field work to trace high flow sources and prepare a System Analysis and Recommendations report to guide future I&I reduction projects. J-U-B will meet with CLIENT to establish a cleaning and video inspection program, contract with and supervise sewer cleaning and video inspection company to perform the work, provide J-U-B staff for field support, and provide CLIENT with the final System Analysis and Recommendations report. Task 100 work is anticipated to begin spring of 2024 and issuance of final report in spring of 2025 to allow time for flow monitoring winter of 2025 should that option be pursued.

1. Subtask 001: Project Management

- a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.**

- b. Develop project schedule, intermediate milestones, and work plan
 - c. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - d. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
 - e. Regularly monitor project status, budget and schedule.
 - f. Provide a monthly invoice including budget status.
 - g. Provide ongoing document handling and filing.
 - h. Provide quarterly project status updates to Ecology.
2. Subtask 002: Meetings
- a. Meet with CLIENT to develop cleaning and video inspection plan for use in contracting with a sewer cleaning and video inspection company. Extents of cleaning and video inspection are budget based and priority areas will be determined at this meeting.
 - b. Cleaning and video inspection plan will include determination of how and where to dispose of collected water and grit. Any design of decant facilities will be funded from the management reserve based on scope of work developed with CLIENT.
 - c. Meet with CLIENT to discuss draft System Analysis and Recommendations Report and develop CLIENT preferred list of Capital Improvement Projects.
 - d. Attend quarterly virtual meetings with Ecology to discuss project status.
 - e. Assumptions:
 - i. Approximately two meetings will occur in Newport
 - ii. Appropriate CLIENT staff will be available for meetings.
 - f. Deliverables: Meeting notes in PDF format
3. Subtask 003: Subconsultants
- a. Solicit proposals and contract with a sewer cleaning and video inspection company to implement the cleaning and video inspection plan developed in coordination with the CLIENT.
 - b. Communicate and manage the activities of sewer cleaning and video inspection company.
 - c. Monitor subconsultant progress and budget.
 - d. Collect and maintain subconsultant deliverables.
 - e. Assumptions:
 - f. Deliverables: Scrubbed flow monitoring data in excel format, sewer videos in electronic video file format, CCTV summary reports in PDF format.
 - g. Assumptions:
 - i. Extent of sewer cleaning and video inspection is based on an overall budget amount and is not tied to any footage or other performance-based requirements. Based on cleaning activities performed as part of the General Sewer Plan. We anticipate the current budget allocation will provide for approximately 9 weeks of video inspection and cleaning.
 - ii. CLIENT will make available a location for disposal of water and grit collected during cleaning.
 - iii. CLIENT will assist in locating manhole lids and other facilities as needed to support the work.
4. Subtask 004: I&I Investigation and Field Support
- a. Provide (2) two field personnel to conduct an I&I investigation through nighttime visual flow monitoring to detect and trace the source of peak hour flows.
 - b. Coordinate with CLIENT personnel to gain access to manhole lids and coordinate field activities and durations.
 - c. Prepare field notes and flow mapping to document observations.
 - d. Provide field personnel to support sewer cleaning and video inspections.
 - e. Assumptions:

- (a) CLIENT will allow nighttime access to manholes within collection system.
- (b) CLIENT will provide staff to support nighttime flow observations as needed.
- (c) Nighttime flow monitoring will occur over 5 nights.
- f. Deliverables: Flow mapping on aerial imagery and technical findings report in PDF format.

5. Subtask 005: System Analysis and Recommendations

- a. Review video inspection reports and videos where necessary in the identification of specific CIP improvement actions.
- b. Review field reports from the I&I investigation.
- c. Prepare draft report that details information collected from the cleaning and video inspection plan, as well as the I&I investigation.
- d. Prepare draft Capital Improvement Program detailing projects to mitigate I&I sources.
- e. Perform internal QA/QC of draft report
- f. Meet with CLIENT in accordance with Subtask 002 to discuss draft report.
- g. Incorporate comments from CLIENT stemming from review of draft report.
- h. Prepare and provide final report to CLIENT. Implementation of CIP projects by CLIENT to authorize expenditure of funds retained under Task 900 Management Reserve.
- i. Deliverables:
 - i. System Analysis and Recommendations Report

B. Task 200: Environmental

Task 200 will provide environmental permit applications and associated documentation necessary to cover the Willow St Storm and Shared Side Sewer Elimination project (Task 300). Task 200 work is expected to occur spring of 2024.

1. Subtask 001: SERP

- a. Complete SERP permit application process for Task 300 Willow Street Storm and Shared Sewer Elimination Project. Additional environmental work will be performed with each subsequent project and funded through Task 900 Management Reserve.
- b. Conduct a kickoff meeting with Ecology.
- c. Contract with a subconsultant to conduct cultural resource surveys at appropriate locations.
- d. Manage, coordinate, and review cultural resource survey.
- e. Complete a cultural resources review form.
- f. Prepare an inadvertent discovery plan for use in projects.
- g. Prepare SEPA checklist for review and submittal by CLIENT.
- h. Prepare Environmental Justice Memo.
- i. Conduct a public involvement meeting.
- j. Prepare Environmental information document.
- k. Perform QC of prepared documents.
- l. Deliverables: SERP documents listed in this section in PDF format

C. Task 300: Willow Street Storm & Shared Side Sewer Elimination Project

Task 300 Willow St Storm and Side Sewer Elimination will include removal of shared sewer laterals between Fir and Larch streets and replace them with an eight-inch sewer main, as well as to replace the sewer main between MH 0700 and MH 0400, which is in poor condition. Analyze the feasibility to collect stormwater flows from Hwy 20 at Willow Street and infiltrate the stormwater in a location that will not cause inflow into the sewer collection system. This work will be included in the design to the extent determined feasible. A geotechnical investigation and topographic survey will be conducted to aid in design of the project. Project design will produce engineered plans, specifications, and estimate suitable for soliciting bids

for project construction. Task 300 work is anticipated to begin spring 2024 with initial survey work to be followed by design work and bid set deliverables February of 2025.

1. Subtask 001: Project Management
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Develop project schedule, intermediate milestones, and work plan.
 - c. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - d. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
 - e. Provide a monthly invoice including budget status.
 - f. Provide ongoing document handling and filing.

2. Subtask 002: QA/QC
 - a. Perform internal review of project deliverables at appropriate intervals.
 - b. Incorporate comments into the project documents.

3. Subtask 003: Meetings
 - a. Meet with CLIENT to review project documents at the 60% and 90% design levels.
 - b. Incorporate comments into the project documents.
 - c. Assumptions:
 - i. Two meetings will occur in Newport
 - ii. Appropriate CLIENT staff will be available for meetings.
 - d. Deliverables: Meeting notes in electronic PDF format.

4. Subtask 004: Topographic Survey
 - a. SCOPE & FEE CURRENTLY BEING PREPARED

5. Subtask 005: Subconsultants
 - a. Subcontract with a geotechnical subconsultant to perform a geotechnical investigation of the project area.
 - b. Conduct subsurface investigations within the project area to collect samples to characterize subsurface soil properties and conduct laboratory analysis to determine engineering properties for use in design.
 - c. Assumptions:
 - i. CLIENT will allow geotechnical physical and legal access to the project area.
 - d. Deliverables:
 - i. Geotechnical Report in PDF format.

6. Subtask 006: Plans, Specifications, and Engineer's Estimate
 - a. Conduct utility research and conflict identification based on project survey information, preliminary design information, and information provided by utility companies known to operate in the vicinity of the project area.
 - b. Coordinate with known utility providers. Up to (2) two attempts with each utility company will be made before they will be considered nonresponsive.

- c. Coordinate relocation of utilities within the ROW if necessary.
- d. Anticipated Design Plans include cover, general notes, plan and profiles, and detail sheets.
- e. Prepare contract specifications based on the WSDOT Standard Specifications for Road, Bridge, and Municipal Constructions with the appropriate APWA general special provisions and Ecology contract requirements.
- f. Prepare engineer's estimate of construction cost.
- g. Prepare 60% submittal to include project plan sheets and preliminary engineer's estimate.
- h. Prepare 90% submittal to include project plan sheets, preliminary engineer's estimate, and draft specifications.
- i. Incorporate internal and CLIENT review comments.
- j. Submit 90% documents to appropriate agencies for review and approval.
- k. Prepare Bid Set contract documents, final engineer's estimate, and bid advertisement.
- l. Assumptions:
 - i. Design of project will begin in 2024.
 - ii. Level of effort to deliver project submittals is based off the number of plan sheets. Project plan set has been estimated to consist of approximately 16 sheets.
 - iii. CLIENT to provide list of known utility providers within the project area.
 - iv. CLIENT will conduct community outreach as needed.
 - v. The CLIENT will aid if required to get utilities to respond in a timely manner. J-U-B is not responsible for non-responsive utility conflicts that may arise during construction. CLIENT will pay for Agency review fees, and bid advertisement fees.
- m. Deliverables:
 - i. Bid Set Contract Documents in PDF format at 60% Draft, 90% Draft, and Final milestones.
 - ii. Bid Advertisement

D. Task 400: Storm Pump Station Predesign Study

Task 400 Storm Pump Station Predesign will include a preliminary feasibility review that will consist of a geotechnical investigation and predesign study to better understand groundwater conditions that currently manifest in a basement and are subsequently pumped into the collection system. Proposed scope includes an onsite meeting with City staff, J-U-B, and a geotechnical subconsultant to develop a scope for geotechnical investigation of the area and necessary predesign study elements. J-U-B will then prepare additional work scope and estimated fee to conduct the field evaluation summer of 2024 and preliminary design study fall of 2024. Feasibility review will establish the design elements best suited to mitigate groundwater conditions in the project area. Feasibility review and geotechnical work will be added by supplement from the Management Reserve, Task 900. Future project design elements will include topographic survey, utility coordination, and preparation of engineered plans, specifications, and cost estimate suitable to facilitate bids for project construction. Design phase is anticipated to begin spring 2025 with initial survey work to be followed by design work and bid set deliverables February of 2026.

- 1. Subtask 001: Project Management
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Develop scope of geotechnical and predesign study. J-U-B and geotechnical consultant will meet onsite with City staff to develop geotechnical and predesign elements.
 - i. Deliverables:
 - ii. Scope of Work and fee estimate for Geotechnical and Predesign Study.

E. Task 900: Management Reserve Fund

Task 900 Management Reserve Fund establishes a pre-authorized budget for the following tasks. These tasks may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

1. Hire a third-party firm to provide flow monitoring if needed to support Task 100.
2. Complete the predesign study scoped in Task 400 above.
3. Implement the preferred design identified in the preliminary design study of Task 400.
4. Implement additional tasks detailed in the CIP portion of the System Analysis and Recommendations Report, as identified in Task 100.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Client will identify acceptable disposal sites for fluids and solids produced during sewer cleaning operations prior to this work being performed. Client will also identify special requirements for the disposal and whether these requirements will be met through City actions or must be addressed by the cleaning and inspection contractor.
2. For projects identified for implementation, Client will provide the survey crew and/or geotechnical staff physical and legal access to City sites and will facilitate obtaining permissions from private landowners if required.
3. Client will provide a list of know utility providers in the areas of work. Client will aid if required to get utilities to respond in a timely manner.
4. Client will conduct community outreach as needed.
5. Client will locate manholes and other pertinent features necessary for cleaning and video inspection of the collection system.
6. CLIENT will allow nighttime access to manholes within collection system.
7. CLIENT will provide staff to support nighttime flow observations as needed.
8. CLIENT will conduct community outreach if and as needed.

B. Additional Services - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Bid phase and construction management services

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates. J-U-B's standard billing rates. J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	System Cleaning & I&I Investigation	Time and Materials (Estimated Amount Shown) Time and Materials (Estimated Amount Shown) Time and Materials (Estimated Amount Shown)	\$675,287	Work to commence Fall of 2024 and continue to Spring 2025
200	Environmental	Time and Materials (Estimated Amount Shown) Time and Materials (Estimated Amount Shown) Time and Materials (Estimated Amount Shown)	\$24,567	Fall/Winter 2024-2025
300	Willow Street Storm & Shared Side Sewer Elimination	Time and Materials (Estimated Amount Shown) Time and Materials (Estimated Amount Shown) Time and Materials (Estimated Amount Shown)	\$180,996	Work to commence Summer 2024. Bid Set Documents Spring 2025. Construction Summer 2025.
400	Storm Pump Station	Time and Materials (Estimated Amount Shown) Time and Materials (Estimated Amount Shown) Time and Materials (Estimated Amount Shown)	\$8,874 (Predesign Scoping Only)	Predesign Scoping and Predesign to commence Summer 2024. Design work to commence Summer 2025. Bid Set Documents Jan 2026. Construction Summer 2026.

		(Estimated Amount Shown)		
900	Management Reserve	To Be Determined (Estimated Amount Shown)To Be Determined (Estimated Amount Shown)To Be Determined (Estimated Amount Shown)	\$650,276	Projects anticipated to commence Spring 2026.
Total:			\$1,540,000	

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Page 3

GENERAL

Delete the following in its entirety, first paragraph, third sentence:

"J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS."

REUSE OF DOCUMENTS

Add to the first paragraph, after the last sentence:

"Notwithstanding the foregoing, J-U-B hereby grants a perpetual, non-exclusive, non-transferable, revocable, limited license to use, copy, and modify such documents for CLIENT business purposes only."

Add to the end of the first sentence of the second paragraph:

", which shall not be unreasonably withheld."

TIMES OF PAYMENTS

Insert the word "written" before "notice" in the first sentence of the second paragraph.

Delete the second sentence of the third paragraph.

TERMINATION

Add to the end of the second sentence, first paragraph, after the work "incurred":

"through the date of termination."

Delete all sentences after the second sentence of the first paragraph.

Page 4

RISK ALLOCATION

Delete the word "less" and replace with "greater" in the first sentence of the first paragraph.

Delete the last sentence of the first paragraph in its entirety.

MEDIATION BEFORE LITIGATION

Delete "except for the payment of J-U-B fees" from the first sentence of the first paragraph.

Replace "The CLIENT further agrees" with "Both parties further agree" in the second sentence of the first paragraph

Add the following sentence after ".....American Arbitration Association".

"Mediation costs shall be shared equally between the CLIENT and J-U-B."

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in Attachment 1 in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in Attachment 1 in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Newport Treatment Plant Design

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Newport

NAME
200 S. Washington

STREET
Newport, WA 99156

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
999 W. Riverside Ave. Suite 700

STREET
Spokane, WA 99201-1005

CITY / STATE / ZIP CODE

BY (Signature)
Cory Baune, P.E., Executive Vice President

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subcontractant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

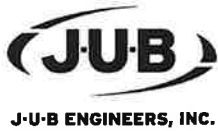
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: WWTF Upgrades Design Phases

CLIENT: City of Newport

J-U-B PROJECT NUMBER: 70-24-022

CLIENT PROJECT NUMBER: _____

ATTACHMENT TO:

AGREEMENT DATED: 7/16/2024; or

AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The 2023 Wastewater Treatment Facility (WWTF) Plan completed by J-U-B included a Capital Improvement Plan (CIP) that outlined a series of improvements for the CLIENT (City of Newport) to undertake at the WWTF to address operational and maintenance issues. The CLIENT has decided to implement the improvements outlined for Alternative B and has requested that J-U-B prepare this scope of work as a continuation of engineering services related to the WWTF.

The project generally includes design phase services for the items outlined in the following table:

Improvement Area	Improvements
Overall Site Improvements	<ul style="list-style-type: none"> • Onsite domestic fire hydrant • SCADA system with security cameras • Combine power sources into one feed • Yard valve replacement throughout plant • Reclaimed water system piping replacement • Backup generator • Vactor Truck (by City)
Headworks	<ul style="list-style-type: none"> • New influent fine screen • Electrical improvements for independent screen operation • Replace/support grit chamber piping
Belt Filter Press	<ul style="list-style-type: none"> • Replace heaters • Replace 1100-gallon pressure tank • Upgrade shower boxes on gravity and press section • Replace gravity and press section belts and equipment • Domestic water feed line • Air gap skid system • Upgrade lift station with new pumps • Replace pump from thickening screw auger • Replace auger skirts in loading area • Gantry crane for equipment maintenance

Improvement Area	Improvements
	<ul style="list-style-type: none"> • Sludge trailer (by City)
Existing Oxidation Ditch	<ul style="list-style-type: none"> • Upgrade drive, gear box, paddle system • Replace unoccupied enclosure over drive system • New control panel with VFD for drive system w/DO control • Construct backup aeration system on opposite end of basin • Construct foam reduction spray system upgrades • Replace grating on influent distribution box • Repair outflow distribution box
Secondary Clarifiers	<ul style="list-style-type: none"> • Clarifier #1 equipment replacement • Clarifier #1 concrete evaluation and repairs • Clarifier #2 equipment replacement • Clarifier #2 concrete evaluation and repairs • Reshape Clarifier #2 trough and level weir
New Clarifier #3	<ul style="list-style-type: none"> • Construct new clarifier with appurtenant equipment • Upgrade piping and valving for new clarifier operation • Upgrade chlorination system • Electrical and instrumentation
Pumphouse #1	<ul style="list-style-type: none"> • Replace piping and valving • Ventilation with monitoring for basement area • Excavate and seal basement walls with added footing drain pipe • New sump pump system (WAS line and flows from PH #2) • Replace conduits with water issues • Overhead hoist in basement • Construct basement extension for entrance with overhead building extension • Underdrain with outlet pipe • Yard piping modifications • Electrical and instrumentation
Pumphouse #2	<ul style="list-style-type: none"> • Replace 8" valves RAS-AUX-WAS • Ventilation with monitoring for basement area • Excavate and seal basement walls and provide foundation drains • New sump pump system (WAS line and flows from PH #2) • Replace conduits with water issues • Overhead hoist in basement • Construct basement extension for entrance with overhead building extension • Underdrain with outlet pipe • Replace chlorine disinfection with UV disinfection • Yard piping modifications • Electrical and instrumentation
Aerobic Digester	<ul style="list-style-type: none"> • Demolish existing structure • Construct new building with overhead hoist • Building lighting • Digester lift station upgrade for dual pumps on rails • Replace aerators and mixer

Improvement Area	Improvements
New Shop/Office/Lab	<ul style="list-style-type: none"> • Clearing and grubbing • Site excavation • Steel shop/lab/office building, 50'X100', with drive through • Finish office/lab space, 30'X50' • Extend 8" water line to shop • Fire hydrant • Extend sewer line to shop/office/lab • Crushed surfacing top course for driveway • Hot mix asphalt for driveway

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

Preliminary Design Phase

The preliminary design phase consists of reviewing the key elements of the project and the desired goals for each of the facility improvements to more specifically define the improvements and overall costs. Consists of performing a qualitative assessment of existing and new infrastructure to establish the appropriate action for each facility component, establishing preliminary design criteria for major equipment (including sizes, units in operation, reliability needs); preliminary / order of magnitude calculations; initial discussions with vendors to identify preliminary budgetary equipment costs; establishing overall design criteria and interconnections of facility components for ongoing operations and for the extension of electrical and other utilities, including SCADA implementation; developing a process schematic; developing a preliminary hydraulic profile; developing exhibits to illustrate the general nature of the project; developing the layout, space planning and preferred building construction type for the shop/lab/office building; developing updated preliminary cost estimates for all facility improvements. In order to develop the cost estimates to a level adequate for budgeting and implementation of phasing, the design plans for all project elements will be developed to a concept level of approximately 30% completion, generally including the following in each of the engineering disciplines:

1. Site Civil / Yard Piping: illustrating site-wide improvements and (horizontal extents).
2. Geotechnical: identification of soil conditions and presence of groundwater, foundation recommendations, pipeline construction recommendations,
3. Structural: key structural sizing and interface with architectural and process mechanical; includes major plan views and sections.
4. Architectural: preliminary layout alternatives, preliminary code analysis, egress plans,
5. Process Mechanical: process hydraulics review, diversion control, equipment selection and layout, pipe routing, includes major plan views and sections and review of Process Flow Diagrams (PFDs).
6. Electrical/Mechanical: Electrical: one-line diagram and area classification, sequencing of electrical and interaction of unit process and components throughout the phasing of the project, preliminary sizing for ventilation requirements, identification of SCADA implementation for all plant processes.
7. Environmental Permitting: completion of the Department of Ecology SERP permitting process and cultural resources survey and coordination for all elements of work in all phases of the project.

The tasks to the complete the preliminary design phase will include the following:

A. Task 000: Preliminary Design Phase Services

1. Subtask 001, Project Management
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Conduct project planning and risk assessment.
 - c. Develop detailed project schedule, intermediate milestones and work plan.
 - d. Coordinate Quality Assurance/Quality Control (QA/QC) processes.
 - e. Communicate and coordinate J-U-B team activities with kickoff and progress meeting as required.
 - f. Communicate and coordinate subconsultant team activities under J-U-B, as necessary.
 - g. Assemble and disseminate background information to design team.
 - h. Regularly monitor project status, budget and schedule and provide a report to CLIENT.
 - i. Provide a monthly invoice including budget status and status report for funding agencies.
 - j. Provide ongoing document handling and filing.

2. Subtask 002, Internal Meetings
 - a. Internal Kickoff Meeting
 - i. Define project goals and priorities.
 - ii. Review project phasing and schedule.
 - iii. Review processes, design criteria and alternatives.
 - iv. Discuss and summarize selected alternatives for specific improvements
 - v. Discuss shop/office/lab space layout needs, material types and objectives.
 - b. Preliminary Design Meetings (Internal)
 - i. Conduct weekly design meetings with J-U-B staff.
 - ii. Conduct bi-weekly design meetings with subconsultants, as required based on project status and coordination needs.
 - iii. Conduct internal design workshops with process leads as required.

3. Subtask 003, Client Workshops
 - a. Project Kickoff Meeting with Client
 - i. Meet with Client in Newport
 - ii. Define project goals and priorities.
 - iii. Review project phasing and schedule.
 - iv. Review processes, design criteria and alternatives.
 - v. Discuss and summarize selected alternatives for specific improvements
 - vi. Discuss shop/office/lab space layout needs, material types and objectives.
 - b. Quarterly Workshops with Client
 - i. Conduct up to four meetings in Newport with staff to develop conceptual plans.
 - ii. Review report findings with client staff
 - iii. Review cost estimates and confirm implementation sequence and funding.
 - c. Council Workshop
 - i. Update Council on project timelines, phasing, and budgets, 1 meeting for this phase.
 - d. Financial Strategy Workshops
 - i. Conduct two meetings in Newport
 - ii. Review status of funding agency commitments and timelines
 - iii. Plan next steps and milestones

4. Subtask 101, Survey
 - a. Boundary retracement and topographic survey

- i. Review and confirm recorded boundary survey and complete topographic survey of site, including utility locations marked by private contracted locate company.
5. Subtask 102, Preliminary Phase Environmental
 - a. Kickoff meeting with Ecology
 - b. Contract administration, review, and coordination of cultural resource study
 - c. Complete cultural resources review form
 - d. Prepare inadvertent discovery plan
 - e. Complete SEPA checklist
 - f. Prepare environmental justice memo
 - g. Conduct a public involvement meeting
 - h. Prepare environmental information document
6. Subtask 103, Preliminary Design Report & Exhibits
 - a. Prepare draft preliminary design report and exhibits
 - b. Prepare final preliminary design report and exhibits
 - c. Prepare cost estimates
7. Subtask 200, Field Investigations
 - a. Conduct field investigation to identify existing utilities, in coordination with a contracted locating service, who will perform the field work in cooperation with city and engineer staff, perform visual assessment of concrete structures, and evaluate electrical and control systems
8. Subtask 201, Yard Piping & Site Improvements
 - a. Provide layout and drafting of plan sheets to include preliminary grading and design.
 - b. Provide preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. SCADA and Control system diagram
 - iii. Site electrical plan(s)
9. Subtask 202, Oxidation Ditch Upgrades
 - a. Identify structural design needs for oxidation ditch diversion, existing aeration upgrade, and backup aeration.
 - b. Conduct preliminary design research for oxidation ditch upgrades
 - c. Layout and drafting of plan sheets
 - d. Preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. Panel elevations and details
10. Subtask 203, New Clarifier #3
 - a. Review of geotechnical report
 - b. Outline structural design criteria
 - c. Conduct preliminary design research
 - d. Layout and drafting of plan sheets
 - e. Preliminary electrical design for improvements, including:

- i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. Panel elevations and details

- 11. Subtask 204, Pumphouse #2 Upgrades
 - a. Evaluate location and configuration of new basement entrance
 - b. Preliminary design research, for building upgrades and upgrades to UV disinfection
 - c. Layout and drafting of plan sheets, for building upgrades and upgrades to UV disinfection.
 - d. Preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. One-Line diagrams and schedules

- 12. Subtask 205, Headworks Improvements
 - a. Preliminary design research
 - b. Layout and drafting of plan sheets
 - c. Preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. One-Line diagrams and schedules

- 13. Subtask 206, Clarifier #1 & #2 Repairs
 - a. Identify structural requirements for repairs
 - b. Preliminary design research
 - c. Layout and drafting of plan sheets
 - d. Preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. Panel elevations and details

- 14. Subtask 207, Pumphouse #1 Upgrades
 - a. Evaluate location and configuration of new basement entrance
 - b. Conduct preliminary design research
 - c. Layout and drafting of plan sheets
 - d. Preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. One-Line diagrams and schedules

- 15. Subtask 208, Aerobic Digester & Building
 - a. Evaluate demolition of existing digester building and replacement type
 - b. Conduct preliminary design research
 - c. Layout and drafting of plan sheets
 - d. Preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. One-Line diagrams and schedules

- 16. Subtask 209, Belt Filter Press Upgrades

- a. Conduct preliminary design research
 - b. Layout and drafting of plan sheets
 - c. Preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. One-Line diagrams and schedules
17. Subtask 210, New Shop/Office/Lab Building
- a. Prepare preliminary site plan
 - b. Prepare preliminary grading and stormwater design
 - c. Preliminary electrical design for improvements, including:
 - i. Basis of design and technical memorandum
 - ii. Detailed electrical plan(s)
 - iii. One-Line diagrams and schedules
18. Subtask 800, QA/QC
- a. Internal review of preliminary report, exhibits, and cost estimate
 - b. Internal review of plan sheets
19. Subtask 901, Geotechnical Subconsultant
- a. J-U-B and an authorized subconsultant will conduct research that, in their professional opinion, is necessary for this project's expected scope of work and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services will be performed in a manner consistent with the ordinary standard of care and recognizes that the research may not identify all underground conditions.
 - b. J-U-B / subconsultant will perform the following work: coordinate access to the site with the CLIENT; complete a test boring at the proposed Clarifier #3 location; obtain samples from the test boring; backfill test boring roughly level with existing ground surface (final landscaping to be provided by CLIENT); complete laboratory testing on collected samples; review and analyze the collected data for the purposes of subsequent design (i.e. earthwork and site preparation, foundation design recommendations, evaluation of corrosivity / reactivity, and pipeline construction recommendations).
 - c. Groundwater dewatering assessments will be conceptual in nature based on observed soil conditions and laboratory tests of soils encountered during the soil borings; no pumping tests or monitoring wells are included in this scope of services. Basic information regarding groundwater levels as observed during the soil exploratory work will be provided to potential bidders so the bidders can make a reasonably informed bid. The successful bidder / contractor will be required to determine the means and methods of dewatering the project using a performance-based technical specification prepared by J-U-B / subconsultant.
 - d. Provide a final geotechnical report for CLIENT's records and for inclusion in the Bid Documents.
20. Subtask 902, Architectural Subconsultant
- a. The architectural subconsultant will work closely with J-U-B to define the project problem statement, analyze preferred design alternatives and develop project budget costs. Specific areas of review will include the following:

- (a) Lab/office/ upgrades/renovation: identify existing building interior remodel alternatives,
 - (b) Oxidation ditch upgrades: identify existing drive system building replacement alternatives.
 - (c) Pumphouse #1 Upgrades: identify basement expansion and overhead building extension alternatives.
 - (d) Pumphouse #2 Upgrades: identify basement expansion and overhead building extension alternatives.
 - (e) Aerobic digester building: identify existing building structure replacement alternatives.
 - (f) New shop/office/lab building (alternate to lab/office renovation): identify new standalone building replacement alternatives.
- b. The architectural consultant will summarize the findings of the pre-design study, to be incorporated in the pre-design report and utilized to define future project phases of work.

21. Subtask 903, Site Utility Locates

- a. A private utility subconsultant will work closely with J-U-B and City staff to perform locates of all site utilities that can be identified with current available technology. J-U-B will then identify these marked locations on the topographic survey of the site.

22. Subtask 904, Cultural Resource Survey

- a. Complete Cultural resources survey of site undisturbed areas for the environmental SERP documentation. The cultural resources survey will include the area within the facility fence and more particularly in the areas of structure excavations.

Phase 1 Engineering Design

Phase 1 Engineering Design will include the design Plans, Specifications and Cost Estimates (PS&E) of the following facility improvements:

- 1. Purchase of the backup generator for all site operations,
- 2. Replacement of the reclaimed water system throughout the plant,
- 3. Oxidation ditch upgrades, including aerators, diversion and stairway improvements,
- 4. New Clarifier #3 structure, mechanical equipment, piping and valving
- 5. Pumphouse #2 basement stairway entrance extension, piping, valving and electrical upgrades.

The tasks to complete the Phase 1 Design will include the following:

B. Task 100: Phase 1 Engineering Design

- 1. Subtask 001, Project Management
 - a. Develop detailed project schedule, intermediate milestones and work plan
 - b. Communicate and coordinate J-U-B team activities with kickoff and progress meeting as required.
 - c. Communicate and coordinate subconsultant team activities under J-U-B, as necessary
 - d. Regularly monitor project status, budget and schedule and provide a report to CLIENT.
 - e. Provide a monthly invoice including budget status and status report for funding agencies.
 - f. Provide ongoing document handling and filing.
- 2. Subtask 002, Meetings
 - a. Conduct internal kickoff meeting for Phase 1

- b. Conduct biweekly internal design team meetings
3. Subtask 003, Client Workshops
 - a. Phase 2 Kickoff Workshop with Client
 - i. Meet with Client in Newport
 - ii. Define project goals and priorities.
 - iii. Review project phasing and schedule.
 - iv. Review processes, design criteria and alternatives.
 - v. Discuss and summarize selected alternatives for specific improvements
 - vi. Discuss shop/office/lab space layout needs, material types and objectives.
 - b. Update workshop with Client at 60% design
 - i. One update meeting in Newport
 - ii. Review plans for staff concurrence.
 - iii. Review cost estimates and confirm implementation sequence and funding.
 - c. Council Workshops
 - i. Update Council on project timelines, phasing, and budgets, 1 meeting this phase.
 - d. Financial Strategy Workshop
 - i. Conduct one meeting in Newport
 - ii. Review status of funding agency commitments and timelines
 - iii. Plan next steps and milestones
 4. Subtask 104, General Sheet Development
 - a. Drafting and layout of Phase 1 plan set
 - b. Develop cover sheet, sheet index, project overview, WRF site overview, legends, design criteria, a process schematic, staging plan, and related general sheets. A hydraulic profile sheet will be developed for the facility from the Oxidation Ditch through the outfall.
 - c. Develop schedules for valves, gates, instruments, and equipment.
 - d. Develop standard details.
 5. Subtask 110, Assemble Contract Documents
 - a. Front end and bid documents
 - b. Funding agency documents
 - c. Division 1 specifications.
 - d. Develop standard details.
 6. Subtask 201, Yard Piping and Site Improvements
 - a. Coordination with electrical to size and initiate purchasing of generator,
 - b. Reclaimed water system piping replacement PS&E
 - c. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - d. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - e. Electrical design for improvements, including:

- i. SCADA and Control System Design
 - ii. Site Electrical Plan(s)
 - iii. Overall One-Line Diagrams and Schedules
 - iv. Conduct and Wire Schedules
 - v. Ductbank Schedule
 - vi. Standard Electrical Details
 - vii. Prepare Specifications
 - f. Prepare agency review set
 - g. Prepare bid set
7. Subtask 202, Oxidation Ditch Upgrades
- a. Existing aerator upgrade
 - b. Existing aerator enclosure replacement
 - c. Control panel replacement coordination
 - d. Backup aerator system selection and sizing, based on a rotating brush or paddle type aerator.
 - e. Foam reduction spray system upgrades
 - f. Grating on inlet vault
 - g. Outflow distribution box repair and expansion
 - h. Valving and piping upgrades to clarifiers
 - i. Coordination for electrical power and instrumentation
 - j. Coordination for architectural on stairways
 - k. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - l. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - m. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. Panel Elevations and Details
 - iii. Control Wiring Diagrams
 - iv. Electrical Details
 - v. Prepare Specifications
 - n. Prepare Agency review set
 - o. Prepare bid set documents
8. Subtask 203, New Clarifier #3
- a. Cast-in-place clarifier structure
 - b. Structure excavation, shoring, dewatering and underdrain
 - c. Clarifier mechanical equipment
 - d. Piping from Clarifier #3 to Pumphouse #2
 - e. Coordination for electrical power and instrumentation
 - f. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - g. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - h. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. Panel Elevations and Details
 - iii. Control Wiring Diagrams
 - iv. Electrical Details
 - v. Prepare Specifications
 - i. Prepare Agency review set
 - j. Prepare bid set

9. Subtask 204, Pumphouse #2 Upgrades
 - a. Building extension for entry stairwell
 - b. Coordination with architectural for building
 - c. Underdrain for building extension
 - d. Excavation shoring for building extension
 - e. 8" Valve Replacement (RAS, AUX, WAS)
 - f. Piping/Valving internal additions for Clarifier #3 operation
 - g. New grinder pump for Clarifier #3 operation.
 - h. Coordination with electrical for ventilation upgrades.
 - i. Coordination with electrical for motor control center upgrades.
 - j. Chlorination upgrades.
 - k. Coordination with electrical for chlorination upgrades.
 - l. Coordination with architectural for chlorination room upgrades.
 - m. Overhead hoist in basement
 - n. Coordination with electrical for overhead hoist in basement
 - o. Yard piping adjustments
 - p. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - q. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - r. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. One-Line Diagrams and Schedules
 - iii. Panel Elevations and Details
 - iv. LCP and Control Wiring Diagrams
 - v. Electrical Details
 - vi. HVAC Plan
 - vii. HVAC Schedule and Details
 - s. Prepare Specifications Agency review set
 - t. Bid Set documents

10. Subtask 800, QA/QC
 - a. 60% J-U-B Wastewater Treatment Group (WTG) review of deliverables.
 - b. 90% J-U-B Wastewater Treatment Group (WTG) review of deliverables.
Electrical QA/QC

11. Subtask 902, Architectural Subconsultant
 - a. Architectural Base Services for Pumphouse #2 improvements
 - b. Architectural Contingency

Phase 2 Engineering Design

Phase 2 Engineering Design will include the design PS&E of the following facility improvements:

1. Generator installation and consolidation of power sources.
2. Water line and fire hydrant construction.
3. Headworks improvements, including fine screen replacement, grit chamber piping and screen electrical controls.
4. Clarifier #1 and #2 repairs and replacement of mechanical equipment.
5. Pumphouse #1 basement stairway entrance extension, piping, valving and electrical upgrades.

The tasks to complete the Phase 2 Design will include the following:

C. Task 200: Phase 2 Engineering Design

1. Subtask 001, Project Management
 - a. Develop detailed project schedule, intermediate milestones and work plan
 - b. Communicate and coordinate J-U-B team activities with kickoff and progress meeting as required.
 - c. Communicate and coordinate subconsultant team activities under J-U-B, as necessary
 - d. Regularly monitor project status, budget and schedule and provide a report to CLIENT.
 - e. Provide a monthly invoice including budget status and status report for funding agencies.
 - f. Provide ongoing document handling and filing.

2. Subtask 002, Meetings
 - a. Conduct internal kickoff meeting for Phase 2
 - b. Conduct biweekly internal design team meetings

3. Subtask 003, Client Workshops
 - a. Phase 2 Kickoff Workshop with Client
 - i. Meet with Client in Newport
 - ii. Define project goals and priorities.
 - iii. Review project phasing and schedule.
 - iv. Review processes, design criteria and alternatives.
 - v. Discuss and summarize selected alternatives for specific improvements
 - vi. Discuss shop/office/lab space layout needs, material types and objectives.
 - b. Update workshop with Client at 60% design
 - i. One update meeting in Newport
 - ii. Review plans for staff concurrence.
 - iii. Review cost estimates and confirm implementation sequence and funding.
 - c. Council Workshops
 - i. Update Council on project timelines, phasing, and budgets, 1 meeting this phase.
 - d. Financial Strategy Workshop
 - i. Conduct one meeting in Newport
 - ii. Review status of funding agency commitments and timelines
 - iii. Plan next steps and milestones

4. Subtask 104, General Sheet Development
 - a. Drafting and layout of Phase 2 plan set
 - b. Develop cover sheet, sheet index, project overview, WRF site overview, legends, design criteria, a process schematic, staging plan, and related general sheets. A hydraulic profile sheet will be developed for the facility from the Oxidation Ditch through the outfall.
 - c. Develop schedules for valves, gates, instruments, and equipment.
 - d. Develop standard details.

5. Subtask 110, Assemble Contract Documents
 - a. Front end and bid documents
 - b. Funding agency documents
 - c. Division 1 specifications.
 - d. Develop standard details.

6. Subtask 201, Yard Piping & Site Improvements
 - a. Coordination with electrical PS&E for generator installation and combining power sources

- b. Water line and fire hydrant PS&E
 - c. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - d. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - e. Electrical design for improvements, including:
 - i. SCADA and Control System Design
 - ii. Site Electrical Plan(s)
 - iii. Overall One-Line Diagrams and Schedules
 - iv. Conduct and Wire Schedules
 - v. Ductbank Schedule
 - vi. Standard Electrical Details
 - vii. Prepare Specifications
 - f. Prepare agency review set
 - g. Prepare bid set
7. Subtask 205, Headworks Improvements
- a. Fine screen replacement
 - b. Replace/support grit chamber piping
 - c. Coordinate electrical PS&E for screen operation revisions
 - d. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - e. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - f. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. One-Line Diagrams and Schedules
 - iii. Panel Elevations and Details
 - iv. LCP and Control Wiring Diagrams
 - v. Electrical Details
 - vi. HVAC Plan
 - vii. HVAC Schedule and Details
 - viii. Prepare Specifications
 - g. Prepare agency review set
 - h. Prepare bid set
8. Subtask 206, Clarifier #1 & #2, Repairs
- a. Clarifier #1 and #2 concrete evaluation and repairs
 - b. Clarifier #1 and #2 mechanical equipment replacement
 - c. Reshape Clarifier #2 trough and weir
 - d. Coordination for electrical power and instrumentation
 - e. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - f. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - g. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. Panel Elevations and Details
 - iii. Control Wiring Diagrams
 - iv. Electrical Details
 - v. Prepare Specifications
 - h. Prepare agency review set
 - i. Prepare bid set
9. Subtask 207, Pumphouse #1 Upgrades

- a. Building extension for entry stairwell
- b. Coordination with architectural for building
- c. Underdrain for building extension
- d. Basement walls waterproofing
- e. Excavation shoring for building extension
- f. Valving/piping replacement
- g. Coordination with electrical for ventilation upgrades.
- h. Coordination with electrical for basement conduit replacement.
- i. New sump pump system (WAS line and flows from PH #2).
- j. Coordination with electrical for new sump pump system.
- k. Overhead hoist in basement.
- l. Coordination with electrical for overhead hoist in basement.
- m. Yard piping adjustments.
- n. Prepare 60% submittal with project plan sheets and preliminary cost estimates
- o. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
- p. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. One-Line Diagrams and Schedules
 - iii. Panel Elevations and Details
 - iv. LCP and Control Wiring Diagrams
 - v. Electrical Details
 - vi. HVAC Plan
 - vii. HVAC Schedule and Details
 - viii. Prepare Specifications
- q. Agency review set
- r. Bid Set documents

10. Subtask 800, QA/QC

- a. 60% J-U-B Wastewater Treatment Group (WTG) review of deliverables.
- b. 90% J-U-B Wastewater Treatment Group (WTG) review of deliverables.
- c. Electrical QA/QC

11. Subtask 902, Architectural Subconsultant

- a. Architectural Contingency (no base services planned in Phase 2)

Phase 3 Engineering Design

Phase 3 Engineering Design will include the design PS&E of the following facility improvements:

- 1. Yard valve replacement throughout plant.
- 2. Coordination with electrical for SCADA throughout plant.
- 3. Aerobic digester upgrades and building replacement.
- 4. Belt filter press upgrades
- 5. New shop/office/lab building.

The tasks to complete the Phase 3 Design will include the following:

D. Task 300, Phase 3 Engineering Design

- 1. Subtask 001, Project Management
 - a. Develop detailed project schedule, intermediate milestones and work plan

- b. Communicate and coordinate J-U-B team activities with kickoff and progress meeting as required.
 - c. Communicate and coordinate subconsultant team activities under J-U-B, as necessary
 - d. Regularly monitor project status, budget and schedule and provide a report to CLIENT.
 - e. Provide a monthly invoice including budget status and status report for funding agencies.
 - f. Provide ongoing document handling and filing.
2. Subtask 002, Meetings
- a. Conduct internal kickoff meeting for Phase 2
 - b. Conduct biweekly internal design team meetings
3. Subtask 003, Client Workshops
- a. Phase 2 Kickoff Workshop with Client
 - i. Meet with Client in Newport
 - ii. Define project goals and priorities.
 - iii. Review project phasing and schedule.
 - iv. Review processes, design criteria and alternatives.
 - v. Discuss and summarize selected alternatives for specific improvements
 - vi. Discuss shop/office/lab space layout needs, material types and objectives.
 - b. Update workshop with Client at 60% design
 - i. One update meeting in Newport
 - ii. Review plans for staff concurrence.
 - iii. Review cost estimates and confirm implementation sequence and funding.
 - c. Council Workshops
 - i. Update Council on project timelines, phasing, and budgets, 1 meeting this phase.
 - d. Financial Strategy Workshop
 - i. Conduct one meeting in Newport
 - ii. Review status of funding agency commitments and timelines
 - iii. Plan next steps and milestones
4. Subtask 104, General Sheet Development
- a. Drafting and layout of Phase 3 plan set
 - b. Develop cover sheet, sheet index, project overview, WRF site overview, legends, design criteria, a process schematic, staging plan, and related general sheets. A hydraulic profile sheet will be developed for the facility from the Oxidation Ditch through the outfall.
 - c. Develop schedules for valves, gates, instruments, and equipment.
 - d. Develop standard details.
5. Subtask 110, Assemble Contract Documents
- a. Front end and bid documents
 - b. Funding agency documents
 - c. Division 1 specifications.
 - d. Develop standard details.
6. Subtask 201, Yard Piping & Site Improvements
- a. Coordination with electrical PS&E for generator installation and combining power sources
 - b. Water line and fire hydrant.PS&E
 - c. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - d. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.

- e. Electrical design for improvements, including:
 - i. SCADA and Control System Design
 - ii. Site Electrical Plan(s)
 - iii. Overall One-Line Diagrams and Schedules
 - iv. Conduct and Wire Schedules
 - v. Ductbank Schedule
 - vi. Standard Electrical Details
 - vii. Prepare Specifications
 - f. Prepare agency review set
 - g. Prepare bid set
7. Subtask 208, Aerobic Digester & Building
- a. Demolish existing structure
 - b. Construct new building with overhead hoist
 - c. Coordinate electrical PS&E for building lighting and electrical
 - d. Digester lift station upgrade for dual pumps on rails
 - e. Coordinate electrical for digester lift station upgrade for dual pumps on rails
 - f. Coordinate electrical for replacement of aerators and mixer
 - g. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - h. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - i. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. Panel Elevations and Details
 - iii. LCP and Control Wiring Diagrams
 - iv. Electrical Details
 - v. Prepare Specifications
 - j. Prepare agency review set
 - k. Prepare bid set
8. Subtask 209, Belt Filter Press Upgrades
- a. Facilitate sludge trailer purchase (procurement by City)
 - b. Heater replacement
 - c. 1100 gallon pressure tank replacement
 - d. Upgrade shower boxes in gravity and press section of belt press
 - e. Replace gravity and press section belts and equipment
 - f. Domestic water feed line
 - g. Air gap skid system
 - h. Upgrade lift station with new pumps on rails
 - i. Replace pump from thickening screw auger
 - j. Gantry crane for lifting pumps and equipment
 - k. Replace auger skirts in loading area
 - l. Coordinate electrical for all belt filter press building improvements
 - m. Prepare 60% submittal with project plan sheets and preliminary cost estimates
 - n. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
 - o. Electrical design for improvements, including:

- i. Detailed Electrical Plan(s)
- ii. One-Line Diagrams and Schedules
- iii. Panel Elevations and Details
- iv. LCP and Control Wiring Diagrams
- v. Electrical Details
- vi. HVAC Plan
- vii. HVAC Schedule and Details
- viii. Prepare Specifications
- p. Prepare agency review set
- q. Prepare bid set

9. Subtask 210, New Shop/Office/Lab

- a. Site excavation and grading
- b. Stormwater design and drainage report
- c. Coordination with architectural for building siting
- d. 8" water line extension and hydrants to shop
- e. Sewer service line to building
- f. Access driveway
- g. Coordination with electrical for building power service.
- h. Prepare 60% submittal with project plan sheets and preliminary cost estimates
- i. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.
- j. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. One-Line Diagrams and Schedules
 - iii. Panel Elevations and Details
 - iv. Control Wiring Diagrams
 - v. Electrical Details
 - vi. HVAC Plan
 - vii. HVAC Schedule and Details
 - viii. Prepare Specifications
- k. Agency review set
- l. Bid Set documents

10. Subtask 800, QA/QC

- a. 60% J-U-B Wastewater Treatment Group (WTG) review of deliverables.
- b. 90% J-U-B Wastewater Treatment Group (WTG) review of deliverables.
- c. Electrical QA/QC

11. Subtask 902, Architectural Subconsultant

- a. Architectural Base Services for New Shop/Office/Lab
- b. Architectural Contingency

E. Assumptions:

- 1. The CLIENT and the ENGINEER may work to reorganize the phasing of processes or elements of work as deemed most appropriate for the function of the facility or the acquisition of funding and amend the scope and coordinate with Ecology and other funding partners as applicable.
- 2. ENGINEER reserves the right to reallocate funds amongst subtasks as necessary for budgetary purposes.

3. ENGINEER reserves the right to develop other subtasks as deemed necessary for project management.
4. ENGINEER's opinions of probable cost: Since ENGINEER has no control over the cost of labor, materials, equipment, or Services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions, ENGINEER's opinions of probable construction cost are to be made in current year dollars and on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified profession engineering firm familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable cost prepared by ENGINEER. If the CLIENT wishes assurance as to construction costs, CLIENT shall employ an independent cost estimator.
5. Building Permit: J-U-B will prepare a NREC submittal for new structures during design, for compliance with Washington State energy code. It is assumed that CLIENT will pay for a building permit for the project; therefore, CLIENT will apply for and obtain a building permit using the Final Design and NREC submittals.
6. Plan development will be completed using AutoCAD, AutoCAD Civil 3D, REVIT, and/or other software as deemed appropriate by ENGINEER with all deliverables made in hard copy 11x17 plans and PDFs only. Source files will not be provided.

F. Schedule of Design Phases

The schedule for the completion of the design phases is as follows:

1. Preliminary Design Phase:

a. At contract execution	Begin preliminary design services
b. 5 months from start of Preliminary Phase	Present Cost Opinions for facilities for funding pursuits
c. 10 months from start of Preliminary Phase	Draft Preliminary Engineering Report
d. 2 months after Client and Ecology review	Finalize Preliminary Engineering Report
2. Phase 1, 2 and 3 Engineering Design, To be determined.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide all known information about facilities to receive improvements, including record drawings, equipment information and historical knowledge of the facilities.
 2. Provide historical operating and monitoring data available.
 3. Provide all known information and field assistance during utility locate activities.
 4. Clear, grub, and grade area of new shop/lab/office sufficiently to provide access to equipment for boring investigations.
 5. Pay for agency review fees, if required.
 6. Perform sampling and pay for and conduct testing, if required.
 7. Negotiate and acquire all property, rights-of-way, and easements, if required.
 8. Apply for and negotiate with agencies and other applicable parties for variances that may be necessary for improvements.
 9. Provide public involvement services.
 10. Secure all funding required for the project. Track allocation of project costs among the various funding sources, prepare funding applications and status summaries for agencies, and complete reimbursement requests that are required by the funding agencies.
 11. Integrate the project's system controls with the CLIENT's existing SCADA system.

- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Funding applications and funding tracking for phased improvements.
 2. Bidding services for proposed improvements/phases, after completion of each design phase services.
 3. Construction engineering services for proposed improvements/phases.
 4. Project closeout.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
 3. CLIENT shall authorize J-U-B in writing for each subsequent phase of work (Phases 1 to 3) after the Preliminary Design Phase as listed above and below. J-U-B shall not commence work on Phase 1, 2 or 3 before authorization by CLIENT. J-U-B will provide phase costs for review prior to the future year's work.
 4. CLIENT reserves the right to remove or modify any phase of work, in which case the scope, cost and scheduling of each phase will be modified through addendum by mutual agreement between CLIENT and J-U-B after consultation and approval by the Washington State Department of Ecology.
- B. **Period of Services**
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount
000	Preliminary Design Phase	Lump Sum	\$873,610
100	Phase 1 Design	Lump Sum	TBD
200	Phase 2 Design	Lump Sum	TBD
300	Phase 3 Design	Lump Sum	TBD
Total (plus additional phase costs as authorized):			\$873,610

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

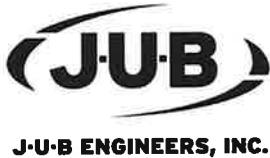
TYPE OF WORK: City

R&D: Yes

GROUP: Wastewater Treatment Group

PROJECT DESCRIPTION(S):

- Wastewater Treatment (S04-T)
- Sewer/Wastewater Collection/Disposal (S04)



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Page 3

GENERAL

Delete the following in its entirety, first paragraph, third sentence:

"J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS."

REUSE OF DOCUMENTS

Add to the first paragraph, after the last sentence:

"Notwithstanding the foregoing, J-U-B hereby grants a perpetual, non-exclusive, non-transferable, revocable, limited license to use, copy, and modify such documents for CLIENT business purposes only."

Add to the end of the first sentence of the second paragraph:

", which shall not be unreasonably withheld."

TIMES OF PAYMENTS

Insert the word "written" before "notice" in the first sentence of the second paragraph.

Delete the second sentence of the third paragraph.

TERMINATION

Add to the end of the second sentence, first paragraph, after the work "incurred":

"through the date of termination."

Delete all sentences after the second sentence of the first paragraph.

Page 4

RISK ALLOCATION

Delete the word "less" and replace with "greater" in the first sentence of the first paragraph.

Delete the last sentence of the first paragraph in its entirety.

MEDIATION BEFORE LITIGATION

Delete "except for the payment of J-U-B fees" from the first sentence of the first paragraph.

Replace "The CLIENT further agrees" with "Both parties further agree" in the second sentence of the first paragraph

Add the following sentence after ".....American Arbitration Association".

"Mediation costs shall be shared equally between the CLIENT and J-U-B."

CITY OF NEWPORT
VOUCHER REPORT

DATE: July 15, 2024 (Second Council Meeting Run)

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City, and that I am authorized to authenticate and certify to said claim.

Claims Checks 66335-66365 \$42,344.78

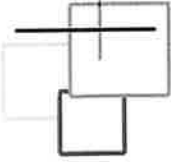
EFT 7/9/2024: 1-12 \$29,330.90

Direct Pay 7/9/2024: 1-8 \$8,374.19

Grand Total of all Claims \$80,049.87

Deputy City Clerk/Treasurer: J. Hansen 7/9/24

Voucher Directory



Fiscal : 2024 - July
 Council Date : 2024 - July - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Action Auto Supply, Inc. 66335					
06/25/2024 Action Auto Statement					
	001-000-000-521-20-31-00			Office & Operating Supplies	\$22.47
	001-000-000-576-80-48-00			Repair & Maintenance	\$143.91
	101-000-000-543-30-48-00			Equipment Repair & Maint	\$143.92
	410-000-000-534-34-48-00			Repair & Maintenance -	\$166.30
	411-000-100-535-35-48-00			Repair & Maintenance	(\$51.06)
				Total 06/25/2024 Action Auto Statement	\$425.54
					\$425.54
					\$425.54
Total Action Auto Supply, Inc. 66335					
Albeni Falls Building Supply 66336					
06/25/2024 Albeni Falls Statement					
	001-000-000-521-20-48-00			Repair & Maintenance Equipment	\$44.80
	001-000-000-576-80-31-00			Operating Supplies	\$84.46
	001-000-000-576-80-48-00			Repair & Maintenance	\$105.29
				RV Park	
	101-000-000-543-30-31-00			Operating Supplies	\$53.24
	101-000-000-543-30-48-00			Equipment Repair & Maint	\$360.39
	103-000-000-594-76-60-02			Park Facilities	\$31.75
				Pickle Ball Court	
				premixed concrete	
	410-000-000-534-34-31-00			Office & Operating Supplies	\$43.76
	411-000-100-535-35-31-00			Office & Operating Supplies	\$66.69
	411-000-100-535-35-48-00			Repair & Maintenance	\$40.20
				Total 06/25/2024 Albeni Falls Statement	\$830.58
					\$830.58
					\$830.58
Total Albeni Falls Building Supply 66336					

Vendor	Number	Reference	Account Number	Description	Amount
Dr. Locksmith LLC	66340	Invoice - 10548	2024 - July - 2nd Council Meeting		
			101-000-000-543-30-41-02	Professional Services	\$219.78
			410-000-000-534-34-41-00	Professional Services	\$219.77
				padlock change	
		Total Invoice - 10548			\$439.55
Total Dr. Locksmith LLC	Total 66340				\$439.55
Exbabylon Physical Security	66341	Invoice - 204568	2024 - July - 2nd Council Meeting		
			001-000-000-514-20-42-00	Communications	\$15.62
			101-000-000-543-30-42-00	Communications	\$15.62
			410-000-000-534-34-42-00	Communications	\$62.47
		411-000-100-535-35-42-00	Communications	\$62.46	
		Total Invoice - 204568			\$156.17
Total Exbabylon Physical Security	Total 66341				\$156.17
Excess Inc	66342	Invoice - 7210	2024 - July - 2nd Council Meeting		
			001-000-000-576-80-47-00	Utilities	\$510.17
				RV Park	
		Total Invoice - 7210			\$510.17
Total Excess Inc	Total 66342				\$510.17
G.W., Inc.	66343	Invoice - 1260081	2024 - July - 2nd Council Meeting		
			001-000-000-521-20-31-00	Office & Operating Supplies	\$210.86
				Police Equipment	
				Dumpster RV Park	
		Total Invoice - 1260081			\$210.86
Total G.W., Inc.	Total 66343				\$210.86
J.A. Sewell & Assoc., LLC	66344	Invoice - 24NP06	2024 - July - 2nd Council Meeting		
			001-000-000-558-50-41-00	Professional Services	\$3,305.06
		Total Invoice - 24NP06			\$3,305.06

Vendor	Number	Reference	Account Number	Description	Amount
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Building Insp Services
\$3,305.06
\$3,305.06
\$3,305.06

Total Invoice - 24NP06

Total 66344
Total J.A. Sewell & Assoc., LLC

Law Offices of Joshua Maurer, PLLC - DIRECT PAY

Direct Pay Payment 7/9/2024 4:07:56 PM - 1

July 2024 J Maurer PA Services

001-000-000-515-41-41-01 2024 - July - 2nd Council Meeting Pros Atty - Prof Svc

\$3,000.00
\$3,000.00
\$3,000.00
\$3,000.00

Total July 2024 J Maurer PA Services

Total Direct Pay Payment 7/9/2024 4:07:56 PM - 1

Total Law Offices of Joshua Maurer, PLLC - DIRECT PAY

Les Schwab Tires (PR)
66345

2024 - July - 2nd Council Meeting

06/24/2024 Les Schwab Statement

101-000-000-543-30-48-00 Equipment Repair & Maint
 96 Dump Truck Tire R&M

\$39.99
\$39.99
\$39.99

Total 06/24/2024 Les Schwab Statement

Total 66345
Total Les Schwab Tires (PR)

NEC Cloud Communications America, Inc - AUTOPAY

EFT Payment 7/9/2024 4:09:04 PM - 6

07/01/2024 NEC Univerge Statement

2024 - July - 2nd Council Meeting

001-000-000-513-10-42-00 Communications
 001-000-000-514-20-42-00 Communications
 001-000-000-521-20-42-00 Communications
 101-000-000-543-30-42-00 Communications
 410-000-000-534-34-42-00 Communications
 411-000-100-535-35-42-00 Communications

\$43.19
\$86.38
\$129.57
\$43.19
\$21.60
\$21.59
\$345.52
\$345.52
\$345.52

Total 07/01/2024 NEC Univerge Statement

Total EFT Payment 7/9/2024 4:09:04 PM - 6

Total NEC Cloud Communications America, Inc - AUTOPAY

Vendor	Number	Reference	Account Number	Description	Amount
Newport Miner	66346	Invoice - 6177	101-000-000-543-30-41-00	2024 - July - 2nd Council Meeting - Temp Street	\$90.72
		Total Invoice - 6177			\$90.72
Total Newport Miner	Total 66346				\$90.72
North, David - DIRECT PAY		Direct Pay Payment 7/9/2024 4:07:56 PM - 2	410-000-000-534-34-42-00	2024 - July - 2nd Council Meeting Communications	\$50.00
		July 2024 North Cell Phone Reimbursement			\$50.00
		Total July 2024 North Cell Phone Reimbursement			\$50.00
Total North, David - DIRECT PAY		Total Direct Pay Payment 7/9/2024 4:07:56 PM - 2			\$50.00
North, Nickole - DIRECT PAY		Direct Pay Payment 7/9/2024 4:07:56 PM - 3	001-000-000-514-20-42-00	2024 - July - 2nd Council Meeting Communications	\$50.00
		July 2024 N North Cell Phone reimbursement			\$50.00
		Total July 2024 N North Cell Phone reimbursement			\$50.00
Total North, Nickole - DIRECT PAY		Total Direct Pay Payment 7/9/2024 4:07:56 PM - 3			\$50.00
Northeast Washington Family Counseling PS	66347	Invoice - 06/28/2024 NE WA Family Counseling Statement	001-000-000-521-20-41-00	2024 - July - 2nd Council Meeting Professional Services Tobeck Emp Screen	\$900.00
		Total Invoice - 06/28/2024 NE WA Family Counseling Statement			\$900.00
Total Northeast Washington Family Counseling PS	Total 66347				\$900.00
O'Reilly Auto Parts	66348	06/28/2024 O'Reilly Statement	001-000-000-521-20-48-00	2024 - July - 2nd Council Meeting Repair & Maintenance Equipment	\$74.52
		Strip decals			\$117.95
		Operating Supplies			\$572.72
		Repair & Maintenance			\$115.95
		Ford Ranger parts			
		Shop supplies			

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-543-30-48-00	Equipment Repair & Maint	\$232.48
				Tank trk, dump trk, oil trk, daves trk	
			410-000-000-534-34-31-00	Office & Operating Supplies	\$107.39
			410-000-000-534-34-48-00	Repair & Maintenance	\$29.68
				Daves trk	
			411-000-100-535-35-48-00	Repair & Maintenance	\$286.77
				F250 Pickup	
				Total 06/28/2024 O'Reilly Statement	
				Total 66348	\$1,537.46
				Total O'Reilly Auto Parts	\$1,537.46
				Pacwest Machinery	
				66349	
				2024 - July - 2nd Council Meeting	
			101-000-000-543-30-48-00	Equipment Repair & Maint	\$166.04
				Oil distributor Truck part	
				Total Invoice - 30421818	
				Total 66349	\$166.04
				Total Pacwest Machinery	\$166.04
				Panhead Hill Cycle Supply	
				66350	
				2024 - July - 2nd Council Meeting	
			410-000-000-534-34-31-00	Office & Operating Supplies	\$33.20
				gas for freezing water lines	
				Total Invoice - 13318	
				Total Invoice - 13318	\$33.20
				Total 66350	\$33.20
				Total Panhead Hill Cycle Supply	\$33.20
				Park Deposit Refunds	
				66351	
				2024 - July - 2nd Council Meeting	
				Park Deposit Refund Newport First Baptist	
			001-000-000-582-10-00-00	Newport First Baptist Church	\$65.00
				Park Deposit Refund	
				6/23/2024 City Park Rental	
				Total Park Deposit Refund Newport First Baptist	
				Total 66351	\$65.00
				Total Park Deposit Refunds	\$65.00

Vendor	Number	Reference	Account Number	Description	Amount
Paul VanEtten -DIRECT PAY					
		Direct Pay Payment 7/9/2024 4:07:56 PM - 4		2024 - July - 2nd Council Meeting	
		July 2024 P VanEtten Cell Phone Reimbursement	410-000-000-534-34-42-00	Communications	\$50.00
		Total July 2024 P VanEtten Cell Phone Reimbursement			\$50.00
		Total Direct Pay Payment 7/9/2024 4:07:56 PM - 4			\$50.00
Total Paul VanEtten -DIRECT PAY					
PO CO Corrections	66352				
		July 2024 Jail Services	001-000-000-523-60-41-00	Prisoner Room & Board	\$5,606.42
		Total July 2024 Jail Services			\$5,606.42
Total PO CO Corrections	Total 66352				\$5,606.42
PO CO Counseling Services	66353				
		June 2024 Liquor Excise Tax	001-000-000-566-20-41-00	2% Alcohol - Mental Health	\$210.07
		Total June 2024 Liquor Excise Tax			\$210.07
Total PO CO Counseling Services	Total 66353				\$210.07
PO CO Dispatch Center	66354				
		July 2024 Dispatch Services	001-000-000-521-20-41-03	Sheriff Services (Dispatch)	\$4,920.25
		Total July 2024 Dispatch Services			\$4,920.25
Total PO CO Dispatch Center	Total 66354				\$4,920.25
PO CO Roads Dept	66355				
		Invoice - NEW 07/2024 FLAG2		2024 - July - 2nd Council Meeting	
			101-000-000-543-30-49-00	Miscellaneous Expenditures	\$123.23
			410-000-000-534-34-49-10	Training	\$123.23
			411-000-100-535-35-49-00	Miscellaneous Expenditures	\$123.22
				Flagger training	
		Total Invoice - NEW 07/2024 FLAG2			\$369.68
Total PO CO Roads Dept	Total 66355				\$369.68

Vendor Number Reference Account Number Description Amount

PO CO Solid Waste Div. 66356
 2024 - July - 2nd Council Meeting
 06/18/2024 PO CO Solid Waste Statement
 001-000-000-513-10-47-00 Utilities \$31.99
 001-000-000-521-20-47-00 Utilities \$31.99
 001-000-000-576-80-47-01 Garbage Utilities \$31.99
 101-000-000-543-30-47-03 Garbage Utilities \$31.99
 410-000-000-534-34-47-02 Garbage Utilities \$32.00
 411-000-100-535-35-47-02 Garbage Utilities \$381.91
Total 06/18/2024 PO CO Solid Waste Statement \$541.87
\$541.87
\$541.87

Total PO CO Solid Waste Div. 66356
 PO CO Treasurer 66357
 2024 - July - 2nd Council Meeting
 June 2024 Court Remit
 633-000-000-586-12-00-00 County Clearing Fund \$140.51
Total June 2024 Court Remit \$140.51
\$140.51
\$140.51

Total PO CO Treasurer 66357
 Total 66357
 POVMS DBA Newport Equipment 66358
 Invoice - 691
 101-000-000-542-61-41-05 TIB Chip Seal Project \$8,318.37
 TIB Chip Seal 2024
Total Invoice - 691 \$8,318.37
\$8,318.37
\$8,318.37

Total POVMS DBA Newport Equipment 66358
 Public Utility District -AUTO PAY
 EFT Payment 7/9/2024 4:09:04 PM - 7
 2024 - July - 2nd Council Meeting
 06/28/2024 PUD Statement
 001-000-000-513-10-47-00 Utilities \$48.24
 001-000-000-521-20-47-00 Utilities \$95.42
 001-000-000-522-50-47-10 Utilities \$95.42
 001-000-000-576-80-47-00 Fire Department SPOFR \$290.74
 RV Park
 001-000-000-576-80-47-00 Utilities \$494.52
 101-000-000-542-63-47-00 Street Lighting \$1,265.93
 410-000-000-534-34-47-00 Public Utilities \$2,391.04

Vendor	Number	Reference	Account Number	Description	Amount
Seal Master Portland	66361	Invoice - 66	103-000-000-594-76-60-02	2024 - July - 2nd Council Meeting Park Facilities Pickle Ball Court	\$4,501.72
		Total Invoice - 66			\$4,501.72
Total Seal Master Portland	66361				\$4,501.72
Sealkirk Ace Hardware	66362	06/25/2024 Selkirk Ace Hardware	001-000-000-513-10-31-00	2024 - July - 2nd Council Meeting Office & Operating Supplies	\$15.89
			001-000-000-576-80-31-00	Operating Supplies	\$2,456.53
			001-000-000-576-80-31-00	Operating Supplies RV Park	\$44.60
			001-000-000-576-80-31-00	Operating Supplies	\$6.99
			001-000-000-576-80-48-00	Pickle Ball Court Repair & Maintenance	\$20.07
			101-000-000-543-30-31-00	Operating Supplies	\$199.04
			410-000-000-534-34-31-00	Office & Operating Supplies	\$552.63
			411-000-100-535-35-48-00	Repair & Maintenance	\$540.67
Total 06/25/2024 Selkirk Ace Hardware					\$3,836.42
Total Selkirk Ace Hardware	66362				\$3,836.42
State of WA - DOR EFT		EFT Payment 7/9/2024 4:09:04 PM - 8		2024 - July - 2nd Council Meeting	
		June 2024 B&O Taxes	001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$10.78
			101-000-000-543-30-31-00	Operating Supplies	\$52.51
			101-000-000-543-30-48-00	Equipment Repair & Maint	\$32.86
			410-000-000-534-34-44-00	B&O Utility Tax	\$4,015.23
			411-000-100-535-35-44-00	Utility B&O Tax	\$2,928.83
			411-000-100-535-35-48-00	Repair & Maintenance	\$53.69
Total EFT Payment 7/9/2024 4:09:04 PM - 8					\$7,093.90
Total State of WA - DOR EFT					\$7,093.90
State Treasurer	66363	June 2024 State Remit	633-000-000-586-12-00-01	2024 - July - 2nd Council Meeting State Clearing Fund	\$1,227.96
			633-000-000-586-12-00-01	Court State Clearing Fund	\$460.90
				Drug Forfeited Property	

Vendor	Number	Reference	Account Number	Description	Amount
			633-000-000-586-58-00-00	State Building Code Remit	\$13.00
Total State Treasurer	66363	Total June 2024 State Remit			\$1,701.86
The Beacon	66364	Invoice - 5460			\$1,701.86
			001-000-000-513-10-49-00	2024 - July - 2nd Council Meeting Miscellaneous Expenditures	\$36.00
				Annual Subscription	\$36.00
Total The Beacon	66364	Total Invoice - 5460			\$36.00
US Bank - AUTO PAY		EFT Payment 7/9/2024 4:09:04 PM - 9			
		06/25/2024 US Bank Statement			
			001-000-000-513-10-42-00	Communications	\$17.22
			001-000-000-513-10-49-00	Miscellaneous Expenditures	\$653.61
			001-000-000-514-20-31-00	Office & Operating Supplies	\$38.11
			001-000-000-514-20-49-00	Miscellaneous Expenditure	\$77.51
			001-000-000-521-10-31-00	Civil Service Supplies	\$167.13
			001-000-000-521-20-31-00	Office & Operating Supplies	\$28.51
			001-000-000-521-20-31-00	Office & Operating Supplies	\$69.25
			001-000-000-521-20-31-00	Office & Operating Supplies	\$105.52
			001-000-000-521-20-31-01	Clothing/Uniforms	\$68.59
			001-000-000-521-20-42-00	Communications	\$32.30
			001-000-000-521-20-49-00	Miscellaneous Expenditure	\$310.05
			001-000-000-521-20-49-00	Miscellaneous Expenditure	\$73.00
			001-000-000-576-80-31-00	Operating Supplies	\$437.30
			001-000-000-576-80-31-00	Operating Supplies	\$593.67
			001-000-000-576-80-48-00	RV Park Repair & Maintenance	\$1,128.00
			101-000-000-543-30-31-00	RV Park Operating Supplies	\$327.04
			101-000-000-543-30-48-00	Equipment Repair & Maint	\$194.17
			101-000-000-543-30-49-00	Miscellaneous Expenditures	\$77.51
			410-000-000-534-34-31-00	Office & Operating Supplies	\$248.61
			410-000-000-534-34-49-00	Miscellaneous Expenditures	\$77.51
			411-000-100-535-35-31-00	Office & Operating Supplies	\$38.12
			411-000-100-535-35-48-00	Repair & Maintenance	\$160.90

Vendor	Number	Reference	Account Number	Description	Amount
Western Systems	66365	Invoice - 42810	2024 - July - 2nd Council Meeting		
			101-000-000-543-30-48-00	Equipment Repair & Maint	\$1,304.25
				Sweeper R&M	\$1,304.25
		Total Invoice - 42810			\$1,304.25
		Total 66365			\$1,304.25
		Total Western Systems			\$1,304.25
ZiPLY Fiber - AUTO PAY		EFT Payment 7/9/2024 4:09:04 PM - 12	2024 - July - 2nd Council Meeting		
		04/28/2024 5094475611 final bill			
			001-000-000-514-20-42-00	Communications	\$90.82
				Early termination fees for cancellation 4/4/2024. Final Bill	\$90.82
			101-000-000-543-30-42-00	Communications	\$90.82
			410-000-000-534-34-42-00	Communications	\$90.83
			411-000-100-535-35-42-00	Communications	\$363.29
		Total 04/28/2024 5094475611 final bill			\$363.29
		Total EFT Payment 7/9/2024 4:09:04 PM - 12			\$363.29
		Total ZiPLY Fiber - AUTO PAY			\$80,049.87
		Grand Total	Vendor Count	51	

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: July 10, 2024

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that Check No. 1675 through No. 1683 as well as the Direct Deposit run 07/02/2024 for employees are approved for payment in the amount of \$83,135.37 this 15th day of July 2024.

Councilmember _____

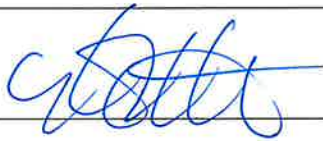
Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

City Clerk/Treasurer _____



Register

Number	Name	Fiscal Description	Cleared	Amount
1675	Dept of Labor & Industry	2024 - July - 1st Council Meeting		\$3,080.86
1676	Dept of Retirement - Def Comp	2024 - July - 1st Council Meeting		\$927.50
1677	Dept of Retirement Systems	2024 - July - 1st Council Meeting		\$8,060.68
1678	EFTPS	2024 - July - 1st Council Meeting		\$12,832.55
1679	Employment Security	2024 - July - 1st Council Meeting		\$105.13
1680	Employment Security - LTC	2024 - July - 1st Council Meeting		\$227.99
1681	Employment Security - PMFL	2024 - July - 1st Council Meeting		\$301.92
1682	Idaho State Tax	2024 - July - 1st Council Meeting		\$711.00
1683	Virily Benefit Solutions, Inc. - EFT	2024 - July - 1st Council Meeting		\$15,583.59
Direct Deposit Run -	Payroll Vendor	2024 - July - 1st Council Meeting		\$41,304.15
7/2/2024				\$83,135.37