

**AMENDMENT NO. FOUR TO
PROFESSIONAL SERVICES AGREEMENT WITH
BOHLIN CYWINSKI JACKSON FOR
THE NEWPORT BEACH CITY HALL AND PARK
(NEWPORT BEACH CIVIC CENTER AND PARK DEVELOPMENT PLAN PROJECT)
ARCHITECTUAL DESIGN SERVICES**

THIS AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AGREEMENT, is entered into as of this 10th day of March, 2010, by and between the **CITY OF NEWPORT BEACH**, a Municipal Corporation ("**CITY**"), and **BOHLIN CYWINSKI JACKSON**, a Pennsylvania Corporation, whose address is 49 Geary Street, Suite 300, San Francisco, California 94108 ("**CONSULTANT**"), and is made with reference to the following:

RECITALS:

- A. On January 13, 2009, the Newport Beach City Council ("Council") authorized the City and to enter into a Professional Services Agreement, hereinafter referred to as "Agreement," for the phased architectural and design consultant services ("scope of work") required for the new City Hall and Park Project, hereinafter referred to as "Project," in an amount not to exceed \$647,675.25.
- B. On April 28, 2009, Council authorized the City to enter into "Amendment No. One," to Agreement for an increased scope of work to include the Schematic Design Development and Concept Refinement Phase for additional compensation not to exceed \$4,689,775.00, approving the total compensation in an amount not to exceed \$5,337,450.25.
- C. On August 11, 2009, Council authorized the City to enter into "Amendment No. Two," to Agreement for an increased scope of work to incorporate an Emergency Operations Center to the Concept Refinement Phase for additional compensation not to exceed \$169,222.00, approving the total compensation in an amount not to exceed \$5,506,672.25.
- D. On September 22, 2009, Council authorized the City to enter into "Amendment No. Three," to Agreement for IT selection services and additional compensation not to exceed \$5,780.00, approving the total compensation in an amount not to exceed \$5,511,672.25.
- E. On November 24, 2009, Council adopted Resolution 2009-88 approving the Schematic Design Plans for the Newport Beach Civic Center and Park Development Plan Project and authorized City to move forward with the Construction Document Phase of the Project.
- F. City desires to enter into this "Amendment No. Four" to include mass excavation scope modifications and South Park drainage and water quality configuration services not included in the Agreement or prior Amendments, and to increase the total compensation.

- G. City and Consultant mutually desire to amend Agreement, hereinafter referred to as "Amendment No. Four," as provided here below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. ADDITIONAL SERVICES TO BE PERFORMED

In addition to the services to be provided pursuant to the Agreement and Amendment No's. One through Three, Consultant shall diligently perform all the services described in Amendment No. Four including, but not limited to, all work set forth in the Scope of Services attached hereto as Exhibits A and B and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

2. COMPENSATION

City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section, the Schedule of Billing Rates attached to the Agreement and Scope of Services attached to Amendment No's Two thru Four. Consultant's total amended compensation for all work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Million, Five Hundred Ninety Three Thousand, One Hundred Two Dollars and 25/100 (\$5,593,102.25)** without prior written authorization from City.

2.1 The amended compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Four, including all reimbursable items and subconsultant fees, in an amount not to exceed Eighty Thousand Six Hundred Fifty Dollars and no/100 (\$80,650.00), without prior written authorization from City. ✓

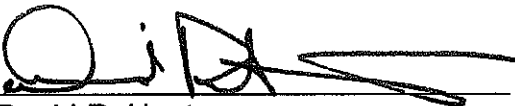
3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in AGREEMENT shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. FOUR on the date first above written.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

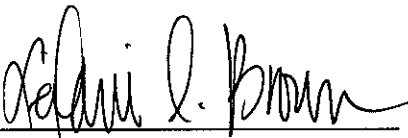
**CITY OF NEWPORT BEACH,
A Municipal Corporation**

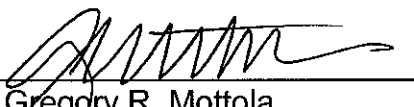
By: 
David R. Hunt,
City Attorney

By: 
David A. Kiff,
City Manager

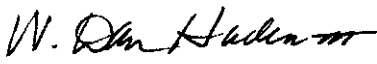
ATTEST:

**CONSULTANT: BOHLIN CYWINSKI
JACKSON**

By: 
Leilani I. Brown,
City Clerk

By: 
Gregory R. Mottola,
Vice President



By: 
W. Dan Haden, III,
Vice President/Treasurer

- Attachments:
- Exhibit A – Additional Services to be Performed: Mass Excavation Scope Modifications
 - Exhibit B – Additional Services to be Performed: South Park Drainage and Water Quality Configuration

EXHIBIT A

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA
Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank W. Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid, III AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

18 January 2010

Mr. Steve Badum, Public Works Director

City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Project: **Newport Beach City Hall**
Newport Beach Project Number xxx
BCJ Project 08519B

Subject: **Mass Excavation Scope Modification**
Additional Services Proposal (BCJ Project 08519B x5)

Dear Mr. Badum:

In response to the city's request for an accelerated mass excavation design phase schedule, we are providing this proposal. As described in Arup's attached proposal, this work involves moving the schedule forward to have construction documents for the mass excavation package completed by the 25th of January, 2010.

Project Scope

The scope of services included in this proposal is indicated in the attached proposal from Arup dated the 15th of January, 2010.

Schedule

The schedule for mass excavation portion of the project has been accelerated as shown in Arup's proposal. The schedule for the remainder of the project is not affected by this proposal.

Architecture Planning Interior Design
Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street – Suite 300
San Francisco, California 94108
415.989.2100/Fax: 415.989.2101

Bohlin Cywinski Jackson

08519B x5
18 Jan 10
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Project Fee

This proposal is for a time-and-material fee, with a not-to-exceed amount of \$62,190 based on the assumptions below:

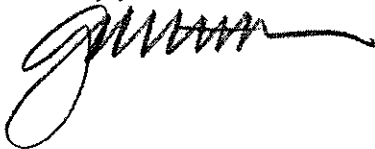
Services	BCJ	To be included in CD phase fee proposal	NA
	Arup	15 January 09 proposal	\$61,190
Reimbursables	BCJ	To be billed under base project	NA
	Arup	15 January 09 proposal	\$1,000
	Total		\$62,190

BCJ reimbursable expenses will be billed to the main project (BCJ 08519B). Arup reimbursable expenses will be billed separately from services as part of this additional service.

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA
Principal



Steven Chaitow, AIA
Project Manager

Cc: BCJ Team

OWNER:

City of Newport Beach

Signed: _____

Printed Name: _ _ _ _ _

Title: _____

Date: _____

ARCHITECT:

Bohlin Cywinski Jackson

Signed: _____

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: _____

To	Bohlin Cywinski Jackson (BCJ)	Reference number 208597/MCB
cc	John Eddy, Principal, Arup John Worley, Principal, Arup	File reference J:\208597\3 Project Administration\3-03 Project Financial Files\3-03-01 Contracts, Costs, Fees\Civil Scope of Work
From	Mathew Bamm x 27266 (San Francisco)	Date January 19, 2010
Subject	Newport Beach City Hall Add Service #2 Mass Excavation Scope Modification	

The following document provides modification of scope of work for preparation of the Mass Excavation (earthworks) construction documentation plans, specifications, and Stormwater Pollution Prevention Plan (SWPPP) document. This scope assumes that schematic earthworks design is completed under the base contract, and that the following scope supersedes the Mass Excavation and associated portions of the design development scope outlined in the base contract; i.e. the design development of Mass Excavation scope is essentially eliminated from the base contract and credited herein, and the following construction documentation scope is provided.

The delivery of schematic Mass Excavation, Interim Drainage, and Erosion & Sediment Control plans to City staff on Nov 9, 2009 shall be considered the end of schematic phase for this portion of design, and included in the schematic design scope of the base contract. Any Mass Excavation work following Nov 9, 2009 will be considered construction documentation and shall supersede the design development portion of this scope in the base contract. Team meetings between BCJ, PWP and Arup in San Francisco related to Mass Excavation design are assumed to be already authorized under the base contract; no additional design team meeting time is budgeted herein.

Scope of Work

Task 1: Mass Excavation Construction Documentation

Task 1.1: Mass Excavation Plan Documents

Preparation of the Mass Excavation permit package will incorporate the following plans, developed to a level of detail suitable for bidding, permitting, and construction. Plan documents will be reviewed by the Architect, Landscape Architect, Geotechnical Engineer, General Contractor, and City Staff for general conformance with applicable site design components, codes and standards:

1. **Title Sheet:** including all applicable site and owner information, sheet index, vicinity map, etc.
2. **Notes:** all applicable construction notes, including conditions set by the project EIR as appropriate. Estimated geometric earthwork volumes shall be included, separated into the three project regions.
3. **Site Survey:** included for reference only; provided by the owner, sealed by licensed surveyor.
4. **Site Protection and Demolition Plan:** including location of site fencing, clearing & grubbing, drainage structure and utility removals; utilities for demolition will be identified in phases as recommended by the general contractor. Phase-1 shall include utilities for demolition during the Mass Excavation operations, and Phase-2 will occur sometime prior to the completion of building construction.

January 19, 2010

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5. **Topsoil Removals and Stockpiling Plan:** including location of areas suitable for soil harvesting as identified by the Landscape Architect, and appropriate areas for stockpiling.
6. **Materials Laydown Plan:** includes areas identified for stockpiling of construction materials, excluding harvested topsoil, as provided by the general contractor.
7. **Mass Excavation Plan:** The mass excavation design will be based on finished grading contours provided by the Landscape Architect on October 23, 2009. Mass Excavation of the entire site will be included in this package as one complete phase of construction. Contours shall be provided in 1-ft intervals, including designation of top/toe of slopes and supplemental spot grades to assist the grading contractor; slopes will be indicated in locations of future retaining walls in compliance with geotechnical recommendations; building pads will be identified; anticipated excavation quantities will be noted; location of the proposed shoring wall along MacArthur Blvd will be identified.
8. **Interim Drainage Plan:** overland drainage in rough graded swales will provide drainage, with temporary inlets as required; drainage patterns shall generally conform to final graded conditions. The storm drains will be underground per this permit package: along east edge of Avocado Ave extending the entire length of the North Park, drainage outlets to three points of connection at the site wetlands, two storm drains wrapping the east and west sides of the Central Library connection to existing drains under the Library parking lot. Drainage devices will be detailed, including plan and profile of proposed drain pipes and indicating 10-year hydraulic gradients.
9. **Erosion Control Plan:** construction erosion and sedimentation control devices will be designed to provide protection of the site at the fully constructed Mass Excavation condition, in compliance with current NPDES requirements at the time of this writing; such devices include slope stabilization, construction entrances, sand bags, fiber rolls, desilt basins, among others. Devices will be sized according to the California Stormwater Quality Association Best Management Practices handbook in compliance with state and local regulations.
10. **Shoring Wall Details:** structural design of the proposed shoring wall along MacArthur will be provided in sufficient detail for completion by a design-build shoring contractor. A performance specification will accompany the plan details as indicated below.

Task 1.11: Specifications

The following specification documents will supplement the construction plans; specifications shall comply with City Standard Special Provisions for Public Works Construction where applicable, and will be provided in 2004 CSI format:

02 41 13	Site Selective Demolition
03 20 01	Concrete Reinforcing
03 30 01	Cast-in-Place Concrete
31 00 00	Earthwork
31 10 00	Site Clearing
31 23 33	Trenching & Backfilling
31 25 00	Erosion & Sedimentation Controls
32 11 23	Aggregate Base
33 41 00	Storm Drainage Piping
33 49 13	Storm Drainage Manholes, Frames and Covers

Task 1.12: Interim Drainage Calculations

The interim drainage design will include the preparation of a hydrodynamic stormwater model utilizing InfoWorks as the primary software platform, as previously approved by the City Public Works Director for use in the Hydrology portion of EIR documentation. The model will utilize the same existing stormwater network prepared for the EIR, and a new interim drainage design will be prepared to support the Mass Excavated surface

January 19, 2010

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condition. Drainage patterns will generally mimic those in the final graded condition, include earth-graded swales where future conveyance swales will reside, with permanent subsurface storm pipes as identified in Task 1.1.8.

As directed by the Public Works Director, a drainage report will not be required for permitting of the Mass Excavation package; however supplemental calculations prepared from the hydrodynamic model can be made available upon request.

Task 2: Stormwater Pollution Prevention Plan (SWPPP)

In California, construction projects greater than 1-acre must prepare a Stormwater Pollution Prevention Plan (SWPPP) to comply with regulations set forth by the National Pollution Discharge Elimination System (NPDES) stormwater program. To comply with these regulations, a SWPPP will be prepared that identifies appropriate construction best management practices for implementation and maintenance by the general contractor for the duration of construction. The SWPPP will identify erosion and sediment control devices compatible with the Mass Excavation design, and comply with the latest NPDES regulatory requirements, or as directed by City staff, at the time of its completion in February 2010. After Feb 2010, any updates to the SWPPP document shall be prepared by the general contractor, or by the Engineer upon approval of additional fee.

Task 3: Mass Excavation Working Session

This scope includes attendance of two Arup staff at one Mass Excavation-specific working session with City staff and the general contractor in Orange County on November 23, 2009. Working meetings in San Francisco with the Landscape Architect and/or Architect regarding this scope will be included under the base contract.

Fee Estimate

This fee estimate provides a credit of \$24,300 from the base contract for design development services of Mass Excavation, Interim Drainage, and Erosion Control designs that are abandoned in lieu of advancing construction documents immediately following scheme design. Team meetings between the Architect, Landscape Architect, and the Engineer in San Francisco related to Mass Excavation design are assumed to be authorized under the base contract; no additional design team meeting time is budgeted herein.

Base Contract Credit for DD Mass Excavation, Drainage, Erosion Control	(\$ 24,300)
Task 1: Mass Excavation (MX) Construction Documentation	\$ 70,890
Task 2: Stormwater Pollution Prevention Plan (SWPPP)	\$ 11,400
Task 3: Mass Excavation Working Session	\$ 3,200
Total Services Fee:	\$ 61,190

Estimated Travel Expenses: 1 trip from SFO to SNA, including airfare, ground transportation, per diem, parking etc. for two staff. This figure represents authorization for an estimated cost of expenses.

Total Estimated Expenses: **\$ 1,000**

Total Services Fee and Estimated Expenses: **\$ 62,190**

The fee estimate for Mass Excavation construction documentation is prepared from the following task breakdown of engineering hours:

NEWPORT BEACH CITY HALL			Principal in-charge	Project Manager	QA Senior Civil	Civil Engineer	Graduate Engineer	CAD Support
TASK	Hourly Rates	TOTAL BUDGET	\$300	\$130	\$190	\$130	\$110	\$120
1.0	Mass Excavation Construction Documents	\$ 70,890	20	100		265	20	127
2.0	Stormwater Pollution Prevention Plan (SWPPP)	\$ 11,400		20			80	
3.0	Mass Excavation Working Session	\$ 3,200		10	10			
TOTAL (ALL TASKS)		\$ 85,490	20	130	10	265	100	127

Schedule

The schedule to complete the work outlined in this scope is based on the start date established by delivery of the finish grading plan from the Landscape Architect. The Mass Excavation grading permit is anticipated for delivery by the City on Feb 8, 2010. The schedule for the SWPPP document is dependent on project specific information provided by the owner and general contractor, and is subject to delivery of this information by respective parties. Mass Excavation may not commence until both the grading permit and the SWPPP document are released for construction.

Task 1: Mass Excavation (MX) Construction Documentation

Finish Grading Plan issued from Landscape Architect	Oct 23
MX scheme design submittal to Design Team	Nov 9
Design review meeting in Newport Beach	Nov 23
First submittal of Mass Excavation package for City review	Dec 14
City comments returned	Dec 28
Draft submittal of Shoring Performance Spec and Details for City review	Jan 8
Shoring Design comments returned	Jan 15
Final submittal of Mass Excavation package to City	Jan 25
Permit Issued	Feb 8

Task 2: Stormwater Pollution Prevention Plan (SWPPP)

Draft SWPPP submitted for City review	Nov 23
City SWPPP comments returned	Dec 7
Final SWPPP submitted to City, released for construction	Feb 8

Task 3: Mass Excavation Working Session

Meeting between City staff and design team in Newport Beach	Nov 23
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Total Duration: 15 weeks

Terms

This proposal is assumed to be an additional service to which the terms and conditions of the existing contract between BCJ and Arup shall apply. The terms and conditions in the existing contract agreement shall constitute the entire agreement unless they are expressly rejected prior to the authorization of Arup's services and another contract is agreed by all parties concerned.

We propose to perform the above work on a Time and Materials basis, with a total services fee not to exceed \$61,190 and a reimbursables fee not to exceed \$1000. The estimated fee for each scope item is provided above, which reflects the anticipated level of effort required assuming the hourly rates noted below. Should it become apparent that the scope of work is significantly changed from what is described above, we will notify BCJ immediately, and submit a request for authorization of additional fees prior to proceeding.

Our current time and materials rates per hour are as follows:

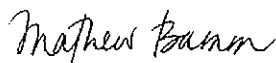
TITLE	RATE
Principal 1	\$325.00
Principal 2	\$300.00
Associate Principal	\$215.00
Associate	\$190.00
Sr. Consultant / Engineer	\$160.00
Consultant / Engineer	\$130.00
Graduate Consultant / Engineer	\$110.00
Sr. Drafter	\$120.00
Drafter / Graphic designer	\$110.00
Clerical	\$85.00

We propose to submit monthly invoices, with payment requested within 30 days from the date of the invoice. We will summarize hourly rates, time and fee spent for each of the scope items noted above on each invoice.

Assumptions/ Clarifications

1. The above scope consists of preparation of mass excavation plans, specifications, and SWPPP document to a level of detail suitable for bidding, permitting, and construction. This proposal assumes the following services are not included:
 - a. Cost estimating
 - b. Detailed geotechnical and environmental investigations
 - c. Topographic and utility surveying
 - d. Mapping services
2. The proposal assumes that a fixed finished grading plan will be available from the Landscape Architect by October 23rd for use in preparing Mass Excavation grading contours. If, following agreement on the fixed contours, landscape architectural plans are adjusted significantly such that the results of the mass excavation surface model are no longer valid, or the drainage and erosion control designs require significant revision, additional fee approval will be requested.
3. Arup shall update the Mass Excavation plans, specifications, and SWPPP document based on comments from the City, the design team, and the general contractor following the Dec 14th submission of documents. This scope assumes that a single round of comments shall be addressed and that any additional new comments following submission of the final technical documents on Jan 25th shall require additional fee approval.
4. The estimated fee is based on an assumed project duration of 15 weeks. Should Arup incur additional costs due to the schedule being extended for reasons beyond Arup's control, we will seek fair and appropriate compensation.
5. It is assumed that Rough Grading contours will be developed from ongoing revisions to the landscape architectural design under the base contract and will utilize Mass Excavation contours as the existing site condition in the building permit documents.
6. Only the specification sections outlined above will be prepared under this scope of work. Site Construction specifications (CSI Section 02), except for Section 02 41 13 provided herein, will be prepared by others.
7. Design of water quality control devices in the finish grade condition, including the treatment of offsite stormwater, is not included under this scope of work and will be covered under construction documentation of the building package design.

Yours sincerely



Mathew Bamm, P.E.
Civil Engineer

cc John Eddy, Arup
John Worley, Arup

AGREED AND ACKNOWLEDGED:

The below signed acknowledges and agrees to the above terms and is an officer of BCJ with the authority to enter BCJ into this letter agreement with Arup North America Ltd.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA
Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank W. Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid, III AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

18 January 2010

Mr. Steve Badum, Public Works Director

City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Project: **Newport Beach City Hall**
Newport Beach Project Number xxx
BCJ Project 08519B

Subject: **South Park Drainage and Water Quality Reconfiguration**
Additional Services Proposal (BCJ Project 08519B x4)

Dear Mr. Badum:

In response to the city's request for a schematic redesign of the drainage and water quality infrastructure at the south of the site, we are providing this proposal. As described in Arup's attached proposal, this work involves expanding the area of project scope to include an area south and west of the library. The scope includes the review of existing utilities in this area in relation to the proposed revised drainage and water quality features, as well as hydrodynamic storm modeling and the sizing of water treatment and storage elements in the newly proposed configuration. It also includes the integration of these new strategies into the drawings set and coordination with other disciplines. Meetings to review options for this new approach with the city are included in this proposal. Meetings within the design team are included in the base project.

Project Scope

The scope of services included in this proposal is indicated in the attached proposal dated 15 January 2010 from Arup, with related services provided by BCJ. BCJ's services will include management of and coordination with Arup in the process, as well as coordination among the other disciplines and the attendance of the meetings listed in the Arup proposal.

Schedule

No changes to the established schedule are current based on the execution of this additional service. Please see Arup's proposal for additional schedule clarification.

Architecture Planning Interior Design

Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street – Suite 300

San Francisco, California 94108

415.989.2100/Fax: 415.989.2101

Bohlin Cywinski Jackson

08519B x4
18 Jan 10
Page 2 of 2

Project Fee

This proposal is for a time-and-material fee, with a not-to-exceed amount of \$18,460 based on the assumptions below:

Services	BCJ			
	6 hours	Senior Associate	\$160.00 per hour	\$960
	6 hours	Associate	\$125.00 per hour	\$750
	Arup	15 Jan 09 proposal		\$16,750
Reimbursables	BCJ	To be billed under base project		NA
	Arup	To be billed under base project		NA
	Total			\$18,460

BCJ and Arup reimbursable expenses will be billed to the main project (BCJ 08519B).

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA
Principal



Steven Chaitow, AIA
Project Manager

Cc: BCJ Team

OWNER:
City of Newport Beach
Signed: _____
Printed Name: _____
Title: _____
Date: _____

ARCHITECT:
Bohlin Cywinski Jackson
Signed: _____
Printed Name: Gregory R. Mottola, AIA
Title: Vice President
Date: _____

To	Bohlin Cywinski Jackson (BCJ)	Reference number 208597/MCB
cc	John Eddy, Principal, Arup John Worley, Principal, Arup	File reference J:\208597\3 Project Administration\3-03 Project Financial Files\3-03-01 Contracts, Costs, Fees\Civil Scope of Work
From	Mathew Bamm x 27266 (San Francisco)	Date January 19, 2010
Subject	Newport Beach City Hall Add Service #3 South Park Drainage and Water Quality Reconfiguration	

The following document provides a request for authorization of additional scope and fee for work resulting from the schematic redesign of the storm drainage water quality and detention storage design in the vicinity of the existing Central Library. At the City's request, the design team generated a series of alternative drainage and landscape proposals, from which the City selected a preferred alternative to shift the stormwater basins to an area southwest of the Library. This redesign has hydrologic, water quality, and pipe hydraulic implications that require additional work at the scheme level in order to merge the redesign into the design development phase of the project.

Scope of Work

Task 1: South Park Drainage and Water Quality Reconfiguration

Following the submittal of 100% Scheme Design, the design team, the City, and the general contractor expressed concerns over the configuration of proposed water quality basins immediately north of the Central Library. Through a series of discussions, Arup has been directed to undergo two series of studies and is subsequently directed to reconfigure the proposed watershed, water quality and detention storage basins, and drainage piping to redirect stormwater toward a new location southwest of the Central Library between its parking area and Avocado Ave. This is a significant change and represents a revision to the scheme design, incurring additional scope and fee approval.

This task includes two rounds of feasibility study occurring between Oct 25, 2009 and Dec 14, 2009 which determined feasibility of the alternative design. Work included review of existing utilities against proposed drainage routes, revision to the hydrodynamic storm modeling, and volumetric analyses of proposed water quality and detention basins at the alternative basin location. It is assumed that team meetings in San Francisco required to coordinate the work among the team will be accounted for among the six team meetings already budgeted in the base contract. A resultant 125-hours of total additional engineering work is budgeted for completion of this task.

Fee Estimate

The following estimate is prepared from the following task breakdown of engineering hours:

NEWPORT BEACH CITY HALL			Project Manager	Senior Civil Engineer	Civil Engineer	CAD Support
TASK	Hourly Rates	TOTAL BUDGET	\$130	\$160	\$130	\$120
1.0	South Park Drainage and WQ Reconfiguration	\$ 16,750	45	20	50	10

Task 1: South Park Drainage and Water Quality Reconfiguration **\$ 16,750**

Total Services Fee: **\$ 16,750**

Schedule

Task 1: South Park Drainage and Water Quality Reconfiguration

Alternatives Initial Study	Oct 26
Preferred Alternative Study	Dec 14
Prepare Update DD Drawing Sets	Feb 15

Total Duration: **16 weeks**

Terms

This proposal is assumed to be an additional service to which the terms and conditions of the existing contract between BCJ and Arup shall apply. The terms and conditions in the existing contract agreement shall constitute the entire agreement unless they are expressly rejected prior to the authorization of Arup's services and another contract is agreed by all parties concerned.

We propose to perform the above work on a Time and Materials basis, with a total services fee not to exceed \$16,750. Any reimbursables associated with this scope of work are assumed to be provided under the base contract. The estimated services fee for each scope item is provided above, which reflects the anticipated level of effort required assuming the hourly rates noted below. Should it become apparent that the scope of work is significantly changed from what is described above, we will notify BCJ immediately, and submit a request for authorization of additional fees prior to proceeding.

Our current time and materials rates per hour are as follows:

TITLE	RATE
Principal 1	\$325.00
Principal 2	\$300.00
Associate Principal	\$215.00

Associate	\$190.00
Sr. Consultant / Engineer	\$160.00
Consultant / Engineer	\$130.00
Graduate Consultant / Engineer	\$110.00
Sr. Drafter	\$120.00
Drafter / Graphic designer	\$110.00
Clerical	\$85.00

We propose to submit monthly invoices, with payment requested within 30 days from the date of the invoice. We will summarize hourly rates, time and fee spent for each of the scope items noted above on each invoice.

Assumptions/ Clarifications

1. The estimated fee is based on an assumed project duration of 16 weeks. Should Arup incur additional costs due to the schedule being extended for reasons beyond Arup's control, we will seek fair and appropriate compensation.

Yours sincerely



Mathew Bamm, P.E.
Civil Engineer

cc John Eddy, Arup
John Worley, Arup

AGREED AND ACKNOWLEDGED:

The below signed acknowledges and agrees to the above terms and is an officer of BCJ with the authority to enter BCJ into this letter agreement with Arup North America Ltd.

Signature: _____

Name: _____

Title: _____

Date: _____