

**AMENDMENT NO. FIVE TO
PROFESSIONAL SERVICES AGREEMENT WITH
BOHLIN CYWINSKI JACKSON FOR
NEWPORT BEACH CIVIC CENTER &
PARK DEVELOPMENT PLAN PROJECT
PHASE TWO**

THIS AMENDMENT NO. FIVE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Five") is entered into as of this 19 day of Dec., 2010, by and between the CITY OF NEWPORT BEACH, a California 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 April 27, 2010, City and Consultant entered into a Professional Services Agreement ("Agreement") for architectural and consultant services for the second phase of the Newport Beach Civic Center & Park Development Plan Project ("Project").
- B. On July 12, 2010, City and Consultant entered into Amendment No. One to the Agreement, to increase the scope of work and total compensation ("Amendment No. One").
- C. On August 23, 2010, City and Consultant entered into Amendment No. Two to the Agreement, to increase the scope of work and total compensation ("Amendment No. Two").
- D. On September 28, 2010, City and Consultant entered into Amendment No. Three to the Agreement, to increase the scope of work and total compensation ("Amendment No. Three").
- E. On October 25, 2010, City and Consultant entered into Amendment No. Four to the Agreement, to increase the scope of work and total compensation ("Amendment No. Four").
- F. City desires to enter into this Amendment No. Five to reflect additional services not included in the Agreement or prior Amendments, to increase the scope of work and total compensation.
- G. City and Consultant mutually desire to amend the agreement, as provided below.

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

1. SERVICES TO BE PERFORMED

Section 2 of the Agreement, as amended, shall be supplemented to include the Scope of Services dated October 11, 2010, which is attached hereto as Exhibit 'A' and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

2. COMPENSATION

The introductory paragraph to Section 4 of the Agreement, as amended, shall be amended in its entirety and replaced with the following: City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the Agreement. Consultant's total amended compensation for all work performed in accordance with this Agreement and all prior amendments, including all reimbursable items and subconsultant fees, shall not exceed Five Million, One Hundred Eight Thousand, Five Hundred Seventy-Nine Dollars and no/100 (\$5,108,579.00) without prior written authorization from City ("Total Amended Compensation").

- 2.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Five, including all reimbursable items and subconsultant fees, in an amount not to exceed Forty-Four Thousand, Six Hundred Ninety Dollars and no/100 (\$44,690.00), without prior written authorization from City.

3. INTEGRATED CONTRACT

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Five on the dates below.

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

Date: Nov 19, 2010

By: [Signature]
Leonie Mulvihill
Assistant City Attorney

K90X
11/18

**CITY OF NEWPORT BEACH,
A California municipal corporation**

Date: 12/17/10

By: [Signature]
Dave Kiff, City Manager

ATTEST:

Date: 12/20/10

By: [Signature]
Leilani I. Brown
City Clerk



**CONSULTANT: BOHLIN CYWINSKI
JACKSON, a Pennsylvania Corporation**

Date: 29 Nov, 2010

By: [Signature]
Gregory R. Mottola
Vice President

Date: 10 DEC, 2010

By: [Signature]
William D. Loose
Vice President/Treasurer

Attachment: Exhibit A – Additional Services to be Performed

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

11 October 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 08519C

Subject: **Adjustments to Site in Response to Archaeology**
Additional Services Proposal (BCJ Project 08519C x07)

Dear Mr. Badum:

On the 31st of August, you, I, and others received an email message from Lloyd Sample of LSA describing an expanded ESA at an area to the east of the wetland that had been identified in the EIR as a sensitive area in which no cut below existing grades could occur. In our weekly call on the second of September, Paul Sieron of PWP and Matt Bamm of Arup both shared that this additional area where no digging within existing grades could occur meant the neighboring path, pedestrian bridge and contours would have to be redesigned and the documents adjusted accordingly.

Project Scope

PWP will revise their design to work with around the increased are of restriction. They will then forward to the City and the design team for review. When all involved have agreed to a direction, PWP will then modify their drawings to reflect this change. They will share these changes with Arup Civil, who will also modify their drawings accordingly. Please see PWP's and Arup's attached proposals for more detailed scope descriptions.

BCJ will manage this process, and coordinate PWP and Arup's efforts with the design team, CW Driver and the City.

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

08519C x07

11 October 2010

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Schedule

There is no proposed change in schedule based on the scope described in this Additional Service for the portion of scope that will be incorporated in the main set. The portion of this scope that will constitute Mass Ex bulletin #7 bulletin is scheduled to be issued on the same day as the 100% CD set, the fourth of November.

Project Fee

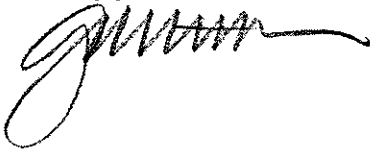
This proposal is for a time-and-material fee, with a not-to-exceed amount of \$44,690 based on the assumptions below:

Services	BCJ			
	01 hours	Principal	\$285.00 per hour	\$285
	02 hours	Senior Associate	\$160.00 per hour	\$320
	08 hours	Associate	\$125.00 per hour	\$1,000
	10 hours	Staff I	\$105.00 per hour	\$1,050
	PWP		23 September 10 proposal	\$24,055
	Arup		06 October 10 proposal	\$17,980
Reimbursables	BCJ		To be billed under base project (08519C)	NA
	PWP		To be billed under base project (08519C)	NA
	Arup		To be billed under base project (08519C)	NA
	Total			\$44,690

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: _____