

Attachment A

AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT WITH COAR DESIGN GROUP FOR BALBOA BRANCH LIBRARY AND FIRE STATION NO. 1 DESIGN

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT (“Amendment No. One”) is made and entered into as of this 24th day of March, 2026 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and COAR DESIGN GROUP, a California corporation (“Consultant”), whose address is 9640 Granite Ridge Drive #130, San Diego, CA 92123, and is made with reference to the following:

RECITALS

- A. On January 10, 2022, City and Consultant entered into a Professional Services Agreement (Contract No. C-8865-1) (“Agreement”) for a Balboa Branch Library and Fire Station No. 1 Design (“Project”).
- B. The parties desire to enter into this Amendment No. One to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to December 31, 2028, increase the total compensation for additional services to be performed, update the Schedule of Billing rates, revise Contractor’s mailing address for notices, and update the insurance requirements.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: “The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2028, unless terminated earlier as set forth herein.”

2. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference (“Services” or “Work”). Exhibit A to the Agreement and Exhibit A to this Amendment No. One shall collectively be known as “Exhibit A.” The City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit B to the Agreement and Exhibit B to Amendment No. One shall collectively be known as “Exhibit B.”

Section 4.1 of the Agreement is 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 hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Nine Hundred Eighty-Seven Thousand Two Hundred Forty-Eight Dollars and 00/100 (\$987,248.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Two Hundred Ninety Thousand Dollars and 00/100 (\$290,000.00)**.

4. NOTICES

Section 26.3 of the Agreement is hereby amended in its entirety and replaced with the following: "All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Jeff Katz
COAR Design Group
9640 Granite Ridge Dr #130
San Diego, CA 92123"

5. INSURANCE

As of the Effective Date of this Amendment No. One, Exhibit C of the Agreement shall be deleted in its entirety and replaced with Exhibit C, attached hereto and incorporated herein by reference. Any reference to Exhibit C in the Agreement and Amendment No. One shall hereafter refer to "Exhibit C" attached hereto.

6. INTEGRATED CONTRACT

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 2-25-2026

By: 
Aaron C. Harp 2-25-2026
City Attorney

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

CONSULTANT: COAR DESIGN GROUP,
a California corporation

Date: _____

By: _____
Jeff Katz
Chief Executive Officer, Chief Financial
Officer, and Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Newport Beach Fire Station 1 / Library Replacement Project Construction Administration Services Amendment Number 1 Scope of Work

CONSTRUCTION PHASE SERVICES

Construction contract administration services are based on a Twenty month construction period, from Authorization to Proceed through Punchlist Inspection.

Construction administration services shall include, but not be limited to, the following:

1. Attend the project pre-construction meeting and construction kick-off meeting. Provide lessons learned documentation to the team from past projects and lead discussion on how these issues can be avoided for this project.
2. Attend a total of eighty-six (86) Progress Construction Meetings on a weekly basis (virtual or in person as needed) during the course of construction to observe the project, and prepare site visit report. Site visit shall include meeting with Contractor, Construction Manager, and City's representative to review progress of construction, review pending Requests For Information (RFI) and Change Order information, and observe the construction to verify work is proceeding in accordance with construction documents.
3. Provide two (2) site visits per discipline by the respective engineers for civil, structural, electrical mechanical and landscape to review progress of construction and conformance with construction documents.
4. Make one (1) additional site visit for architect and all subconsultants to perform Punchlist Inspection, and one (1) additional visit to perform Final Inspection. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor. Final Inspection will certify that all work has been completed in accordance with construction documents.
5. Review construction submittals and address submittal clarification requests.
6. Respond in writing to any Contractor's RFI's during construction.
7. Issue drawing modifications or sketches (ASI's) as required to provide clarification.
8. Provide periodic as-built drawing reviews on at least a monthly basis.
9. Assist in review of Contractor's monthly pay requests.

Additional construction administration services shall include, but not be limited to, the following:

1. Engage the Commissioning Authority ("CxA") to ensure the systems of the building are installed and calibrated to operate as intended by the project requirements and design documents.
2. Develop a Commissioning Plan, including scope, schedule, and process guidelines, from design phase to occupancy.
3. Conduct system testing to verify each system performs according to specifications.
4. Complete Documentation Review to ensure all equipment and systems are documented correctly, and confirm operator receipt of all proper manuals, operational procedures, and maintenance instructions.
5. Train staff in the operations and maintenance of new systems.
6. Resolve errors and issues during testing and start-up.
7. Create a final report ("Cx Report") detailing the results of the testing, unresolved issues, and recommendations for future maintenance and operations.

ASSUMPTIONS & ADDITIONAL SERVICES

The following items are not included in the proposed Scope of Services and may be provided as Additional Services only after written authorization is received by City. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis.

Additional Services not included in our basic scope of work include:

1. Fire protection engineering design or Construction support services
2. Geotechnical engineering Construction services
3. Revisions to Contract Documents resulting from City requested changes to documents previously approved by the City, or due to code or zoning changes made subsequent to City approval.
4. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, budget, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
5. Processing change requests for City requested changes, and for unforeseen site conditions, including revisions to Contract Documents and processing approval of revisions through the Building Department.
6. Providing services in conjunction with implementing substitutions proposed by the Contractor and making subsequent revisions to Contract Documents resulting from such.
7. Providing "Special Inspection" services required by law or the Contract Documents.
8. Additional site visits beyond those noted above due to construction extending beyond the noted time frame.
9. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of the City under the Contract for Construction.
10. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
11. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
12. All delivery, printing, and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

Invoices will be submitted monthly for the work completed during the month, on any phase in accordance with City requirements.

EXHIBIT B

SCHEDULE OF BILLING RATES

Amendment Number 1 - Cost File

The breakdown for the Basic Services charges of the scope of work in amendment number 1 will be as follows.

| | |
|-----------------------------|--------------------|
| Construction Administration | \$230,000.00 |
| Commissioning | \$ 55 000.00 |
| Reimbursables | <u>\$ 5,000.00</u> |
| TOTAL | \$290,000.00 |

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
- B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.
- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.
- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.