

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND IDS GROUP, INC.

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and IDS Group, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On August 23, 2022, the City and Consultant entered into an agreement for professional services for the Consultant to provide Seismic Evaluation of the Lot 3 Parking Structure ("Original Agreement").

B. On July 24, 2024, the City and Consultant entered into Amendment No. 1 to increase the Maximum Compensation, extend the term, and modify the Scope of Services and Approved Fee Schedule.

C. On June 8, 2026, the City and Consultant entered into Amendment No. 2 to increase the Maximum Compensation, extend the term, and modify the Scope of Services and Approved Fee Schedule.

D. The Original Agreement as amended by Amendment No. 1 and Amendment No. 2, is hereinafter referred to as the "Agreement."

E. The Parties now desire to amend the Agreement to increase the Maximum Compensation and modify the Scope of Services and Approved Fee Schedule.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$52,062, for a new Maximum Compensation of \$121,234.

Section 2. Exhibit A ("Scope of Services") of the Agreement is hereby supplemented by the Exhibit A attached to this Amendment.

Section 3. Exhibit B ("Approved Fee Schedule") of the Agreement is hereby supplemented by the Exhibit B attached to this Amendment.

Section 4. Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

City:

Consultant:

City of Manhattan Beach,  
a California municipal corporation

IDS Group, Inc.,  
a California Corporation

By: \_\_\_\_\_  
Name: Talyn Mirzakhanian  
Title: City Manager  
Date:

DocuSigned by:  
By: Said Hilmy, President  
Name: Said Hilmy  
Title: President  
Date: 6/18/2026

ATTEST:

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk  
Date:

Signed by:  
By: Rami Elhassan, Secretary  
Name: Rami Elhassan  
Title: Secretary  
Date: 6/18/2026

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney  
Date:

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_  
Name: Libby Bretthauer  
Title: Finance Director  
Date:

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Name: Joseph DeFrancesco  
Title: Interim Public Works Director  
Date:

## **EXHIBIT A SCOPE OF SERVICES**

To further develop potential redevelopment options, the Consultant shall continue the Feasibility Report for a new underground parking structure at the Lot 3 site. Amendment No. 3 services include, but are not limited to the following:

### Task 4 – Prepare the Design Feasibility Report

- Prepare conceptual details for underground linkage to the lower level of the Metlox parking structure.
- Prepare conceptual architectural and structural plans and sections for a multi-level underground parking structure, including comparison of options for two levels and three levels of underground parking. Develop a parking stall count.
- For the parking structure foundation design, add estimated future gravity loads for a multi-level above ground retail structure to be discussed with the City.
- Prepare conceptual drawing for underground utility reconfiguration, including relocating the existing overhead electrical lines to underground.
- Preparing conceptual details for Code required exit stairs and one elevator.
- Prepare conceptual details for the Code required for ADA parking.
- Prepare conceptual details for Code required ventilation of the underground parking structure including machine room size. Include conceptual electrical requirements for lighting, power and equipment.
- Write a Feasibility Report including relevant plans, details and other items listed.
- Remotely attend a one-hour meeting with the City to review the Feasibility Report and discuss any comments that the City may have.

### Task 5 – Prepare Rough Order of Magnitude Cost Estimate

- Prepare a rough order of magnitude (ROM) per square foot construction cost estimate for up to three conceptual design approaches.

### Time for Performance:

The Consultant will work closely with the City Staff to ensure that the Project is carried out in a timely manner. A draft feasibility study shall be completed by July 31, 2026 or sooner, unless otherwise authorized by the City Engineer in writing. The Consultant shall schedule for a minimum of one-week draft review time to the City and provide final feasibility report by August 14, 2026. All PDF and electronic files are to be supplied to the City in native program file types including but not limited to Microsoft Word, Microsoft Project, AutoCAD, etc.

### Exclusions

- Traffic engineering
- Public outreach
- Geotechnical Engineering (The City provided reports for a few nearby properties including a 2002 report for the Metlox subterranean parking structure.)

- Definition of laydown zones for construction
- Restoration of vehicle access to the abandoned adjacent property's rooftop parking, which is no longer accessible due to the Lot 3 demolition.
- Framing details and space planning for a future multilevel above-grade retail structure.
- Post Final Feasibility Report activities such as updating the report in response to additional City comments, and presentation to the City Council.

The City will not reimburse the following expenses:

- Hotel, Meals, and Airfare.  
The City will not reimburse for lodging, meals, mileage or transportation for the Consultant or its agents. This includes no reimbursement for travel time to and from the City.
- Entertainment/Personal Services.  
Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.
- Printing and Photocopies.  
All printing and photocopying costs shall be included in the not to exceed fees.
- Incidental Expenses.  
There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.
- Proposal Preparation Costs.  
The City will not reimburse the Consultant for any costs associated with the preparation of a proposal.

## EXHIBIT B APPROVED FEE SCHEDULE

AMENDMENT #3			ARCHITECT				STRUCTURAL ENGINEER			CIVIL/M.E.P. ENGINEER			PRE-CONSTRUCTION
SCOPE OF WORK	Total Hours	Total Fees	Principal Hrs (Said)	Assoc. Principal (John)	Project Architect	Arch'l Job Captain	Project Manager (Steve)	Senior Engineer	CAD Drafting	Assoc. Principal	Engineer (PE)	CAD Drafting	Sr. Cost Estimator
			\$242	\$232	\$185	\$144	\$206	\$185	\$124	\$230	\$185	\$124	\$180
4. Prepare the Design Feasibility Report	236	\$40,208	4	4	24	40	48	40	40	4	16	16	0
5. Prepare Rough Order of Magnitude Cost Estimate	61	\$11,554	1	4	0	0	4	0	0	4	0	0	48
Estimated Incidental Expenses		\$300											
<b>TOTAL HOURS &amp; FEES</b>	<b>297</b>	<b>\$52,062</b>	<b>5</b>	<b>8</b>	<b>24</b>	<b>40</b>	<b>52</b>	<b>40</b>	<b>40</b>	<b>8</b>	<b>16</b>	<b>16</b>	<b>48</b>
			\$1210	\$1856	\$4440	\$5760	\$10712	\$7400	\$4960	\$1840	\$2960	\$1984	\$8640

<b>Amendment #3 Amount (Not-to-Exceed):</b>	<b>\$52,062</b>
Amendment #2 Amount:	\$32,264
Amendment #1 Amount:	\$14,000
Original Contract Amount:	\$22,908
<b>Amended Contract Amount (Not-to-Exceed):</b>	<b>\$121,234</b>

**IDS Group, Inc.  
2026 Rate Sheet**

<b>Architectural</b>		<b>Engineering</b>	
<b>Title</b>	<b>Hourly Rate</b>	<b>Title</b>	<b>Hourly Rate</b>
Principal	\$242.00	Principal	\$242.00
Associate Principal	\$232.00	Associate Principal	\$230.00
Senior Project Manager	\$221.00	Senior Project Manager	\$221.00
Project Manager	\$206.00	Project Manager	\$206.00
Senior Architect (RA)	\$201.00	Senior Project Engineer (SE)	\$201.00
Architect (RA)	\$185.00	Senior Project Engineer (PE)	\$196.00
Senior Designer	\$175.00	Engineer (SE)	\$196.00
Designer	\$165.00	Engineer (PE)	\$185.00
Job Captain	\$144.00	Senior Designer	\$175.00
BIM Designer	\$143.00	Designer	\$165.00
CAD Drafting	\$124.00	BIM Designer	\$143.00
Senior Planner	\$211.00	CAD Drafting	\$124.00
Planner	\$180.00	QA/QC Manager	\$217.00
Sr. Landscape Architect (PLA)	\$185.00	Senior Office Administration	\$77.00
Landscape Architect (PLA)	\$175.00	Administration and Accounting	\$72.00
QA/QC Manager	\$217.00		
Senior Office Administration	\$77.00		
Administration and Accounting	\$72.00		

<b>Preconstruction/Cost Estimation</b>	
<b>Title</b>	<b>Hourly Rate</b>
Senior Cost Estimator	\$180.00
Cost Estimator	\$175.00

Expenses such as, but not limited to, plan check fees, permits, inspections, testing services, title company fees, special delivery charges, plotting/ presentation boards, maps, aerial photographs, and reprographics/ illustrations that may be required for community or other stakeholder presentations shall be billed to the owner at the Consultant's direct cost plus 10%.