

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND RUBIO MEDINA,
ARCHITECT

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Rubio Medina, Architect, a sole proprietorship ("Consultant") (collectively, the "Parties") is hereby entered into as of _____ ("Effective Date").

RECITALS

A. On July 2, 2024, the City and Consultant entered into an agreement for the Consultant to provide professional engineering and design services for the Manhattan Heights Park Restroom Building Rehabilitation Feasibility Study ("Original Agreement").

B. The Parties now desire to amend the Agreement to increase the Maximum Compensation, extend the term, and modify the Scope of Services.

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 2 of the Agreement is hereby amended to extend the term of the Agreement through December 31, 2028, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$153,482, for a new Maximum Compensation of \$228,062.

Section 3. Exhibit A "Scope of Services" of the Agreement is hereby supplemented by Exhibit A-1, "Scope of Services", attached to this Amendment.

Section 4. Exhibit B "Approved Fee Schedule" of the Agreement is hereby supplemented by Exhibit B-1, "Approved Fee Schedule", attached to this Amendment.

Section 5. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year of the last authorized representative's signature shown below.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Rubio Medina, Architect,
a Sole proprietorship

By: _____

Name: Talyn Mirzakhanian
Title: City Manager
Date:

By: _____

Name: Rubio Medina
Title: Owner/Architect
Date: 11/14/25


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ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk
Date:

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: Ted Semaan
Title: Interim Public Works Director
Date:

AMENDMENT NO. 1 – EXHIBIT A-1 SCOPE OF SERVICES

The Consultant, shall be responsible for creating full Project plans, technical specifications, calculations, cost estimate, schedule, and Project support for the Manhattan Heights Restroom Building Rehabilitation Project which includes park improvements as shown in, but not limited to Figure 1. The Consultant will work closely with the City Staff to ensure that the Project is carried out in a thorough and timely manner.

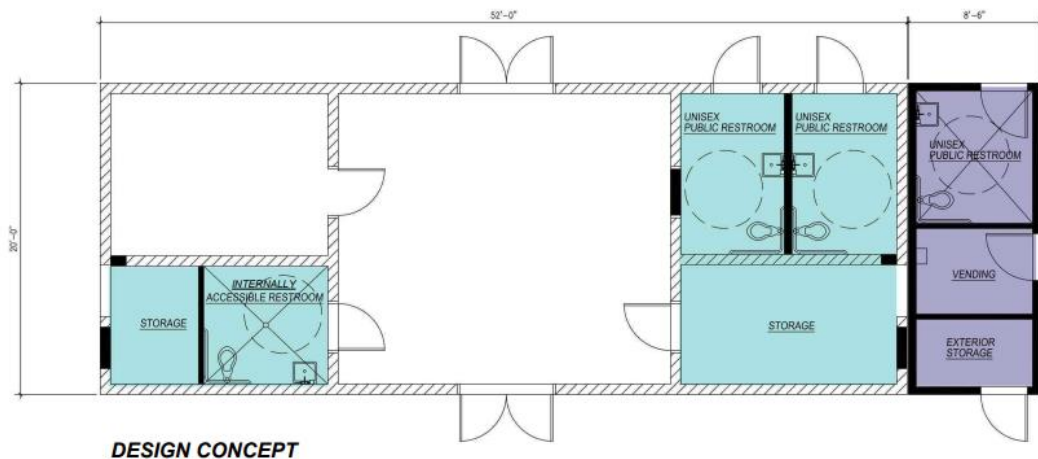


Figure 1

The professional design services tasks include, but are not limited to, the following:

Task 1 Project Management, Meetings, and Coordination

Project management services will be conducted to coordinate with the City as well as with the sub-consultants to verify the Project is adhering to requests and decisions made.

Task 1.1: Schedule Meetings

Project and Progress Meetings: The Consultant will conduct regular Project meetings with City staff on a monthly basis to also coincide with major milestones of the Project (30%, 60%, 90% progress submittals), prepare meeting agendas, meeting minutes, and updates to the Project schedule. Meetings are assumed to be held both virtually and in-person and will be coordinated with the City Project Manager.

Community Meetings: The Consultant will participate in up to one Parks and Recreation Committee Meeting and up to one City Council Meeting to present the project and solicit feedback.

Deliverables: Meeting minutes, updated schedule

Task 1.2: Quality Control and Assurance (OPTIONAL)

QC/QA Review: The Bid Set ready plans will be reviewed by an independent third-party local architect for review of completeness, buildability, and general review for conformance to current market trends. Red marks will be discussed and incorporated where appropriate into the final plan set.

Deliverables: Marked up set

Task 2 Design Services

Task 2.1: Existing Conditions and Site Analysis

Site Review: The Consultant and his sub consultant team will further review existing as-built drawings, studies, and/or reports provided by the City. The Consultant will prepare an update to the study documents previously completed with additional information related to the proposed full design renovations/updates to the project.

Review will include but will not be limited to existing conditions of fixtures, utilities, finishes, potential expansion areas, and related items.

Survey/Topographical Map: The Consultant's civil subconsultant will prepare a site civil survey limited to the park areas only and associated concrete paths of travel including to and from the parking lot's Americans with Disabilities Act (ADA) spaces for potential upgrading of accessibility paths. Areas such as the softball fields are not included.

Deliverables: Existing conditions and site analysis findings, survey map

Task 2.2: Conceptual Design Construction Drawings and Technical Specifications

The Design Team will prepare Construction Documents for use in submitting to the City of Manhattan Beach Building Department for review and permitting. The Project will be designed using the latest codes as amended by the City of Manhattan Beach, and all other applicable current local codes including the CalGreen Checklist for Sustainable Design. The Construction Documents will include plans, specifications, and calculations. Submittals are anticipated at 30%, 60% (architectural only), and 90% (all plans).

The Consultant's Design Team will prepare the Project manual which will include the technical specifications for all proposed systems, finishes, materials, and equipment to be installed. The Consultant will coordinate with the City in preparing Division 1 specifications, sustainability requirements, general conditions, and bid information.

Deliverables: Progress sets at 30%, 60%, and 90% (architectural only at 30% and 60%)

Task 2.3: City Plan Check and Calculations Package

Building Department Submittal and Permit Issuance: At the completion of the 90% construction document phase, the plans will be submitted to the City of Manhattan Beach Building Department for review of code related issues. The Consultant Design Team will respond to review plan check items, provide responses and revisions, and resubmit for building department issuance. The final City approved plans incorporating these items will be stamped and signed by a California registered Civil Engineer and considered the Bid Set.

Given the relative size of the Project, it is anticipated that the experienced Consultant Design Team will respond to plan check comments generated out of first plan check comments only. Any additional work hours requested by the Consultant towards plan check comment revisions not originally contained in the first plan check shall be proposed to, reviewed, and approved by the City prior to utilizing original agreement Task 6 Additional Service's remaining balance. The Consultant will prepare a Task Proposal for the City's approval in writing before any work is initiated. Each Task Proposal shall contain reasoning for the unforeseen circumstance, an estimated cost for the task, and a not-to-exceed amount, which shall include all labor, equipment, costs, and expenses.

Deliverables: Bid ready architectural, electrical, and plumbing drawings, calculations, and specifications

Task 2.4: Construction Cost Estimate and Schedule

Opinion of Probable Construction Cost: An opinion of probable construction cost in Construction Specifications Institute (CSI) format will be completed based on 90% package and revised for 100% construction documents. The opinion of cost will be reviewed with the City Project Team and verified with the overall Project budget. Value engineering items will be discussed if necessary to bring the Project back within budget limits.

Deliverables: Opinion of probable construction cost in CSI format

Task 3 Bidding and Construction Support Services

Task 3.1: Bidding Assistance

Bid Assistance: During the bidding phase the Design Team will assist the City in preparing bid documents for use in distributing to prospective general contractors. The Consultant will attend a pre-bid meeting at the site and assist the City in presenting and explaining the work. The Design Team will respond to contractor requests for information, review proposed product substitutions, and prepare addenda for distribution.

Task 3.2: Construction Administration

Construction Administration: The Consultant will establish a means to respond quickly to the contractor's requests for information. Scope is based on a six-month construction schedule.

Services include:

- Attendance at construction meetings as needed to determine general conformance with the Contract Documents (up to 6 meetings)
- Periodic review by the sub consultant team during key points in development of the remodel
- Final walk-through and punch-list; establishment of Date of Substantial Completion (total of 1 meetings)
- Submittal/ Shop Drawing review
- Product substitution review
- Responses for contractor clarifications/ field questions/ requests for information
- Preparation of change orders/ architects' supplemental instructions as required
- Review of contractor submitted operations manuals and as-built documents.

Task 3.3: Record Drawings

Record Drawings: At the conclusion of construction, the Consultant will receive the general contractor's marked up construction plan set and prepare record drawings based off of the markup set provided. The record drawings will be returned with comments picked up but will not contain professional license stamps on electronic files.

Deliverables: Record Drawings

Time for Performance

Task 2 Design Services shall be completed by May 29, 2026, unless otherwise authorized by the City Engineer in writing.

The following services are excluded from scope and fee:

- Environmental documentation and processing
- Independent investigation of accuracy of supplied information from the City beyond task descriptions
- LEED Certification and evaluation
- Photovoltaic assessment
- Structural assessment and retrofitting
- Upgrade of utility systems beyond feasibility study (assumed current systems are adequate to support the new work)
- Construction staking
- Hazardous materials investigation

AMENDMENT NO. 1 – EXHIBIT B-1 APPROVED FEE SCHEDULE

TASK 1.1: SCHEDULE MEETINGS		Subtotal:	\$7,600
Rubio Medina, Architect	Architect of Record	\$7,600	
TASK 1.2: QA/QC (OPTIONAL)		Subtotal:	\$5,750
Rubio Medina, Architect	Architect of Record	\$1,900	
QA/QC	Constructability Review		\$3,850
TASK 2.1: EXISTING CONDITIONS AND SITE ANALYSIS		Subtotal:	\$20,015
Rubio Medina, Architect	Architect of Record	\$5,700	
KIMLEY-HORN	Civil Engineering Consultant		\$9,075
DCSE	Structural Engineering Consultant		\$1,320
PBS ENGINEERING	MEP Engineering Consultant		\$3,920
TASK 2.2: CONCEPTUAL DESIGN		Subtotal:	\$51,196
Rubio Medina, Architect	Architect of Record	\$13,300	
KIMLEY-HORN	Civil Engineering Consultant		\$12,375
DCSE	Structural Engineering Consultant		\$3,300
PBS ENGINEERING	MEP Engineering Consultant		\$22,221
TASK 2.3: PLAN CHECK AND CALCULATIONS PACKAGE		Subtotal:	\$12,000
Rubio Medina, Architect	Architect of Record	\$7,600	
KIMLEY-HORN	Civil Engineering Consultant		\$1,650
DCSE	Structural Engineering Consultant		\$1,100
PBS ENGINEERING	MEP Engineering Consultant		\$1,650
TASK 2.4: CONSTRUCTION COST ESTIMATE AND SCHEDULE		Subtotal:	\$6,850
Rubio Medina, Architect	Architect of Record	\$1,900	
CUMMING	Cost Consultant		\$4,950
TASK 3.1: BIDDING ASSISTANCE		Subtotal:	\$7,600
Rubio Medina, Architect	Architect of Record	\$7,600	
TASK 3.2: CONSTRUCTION ADMINISTRATION		Subtotal:	\$33,471
Rubio Medina, Architect	Architect of Record	\$15,200	
KIMLEY-HORN	Civil Engineering Consultant		\$5,500
DCSE	Structural Engineering Consultant		\$1,254
PBS ENGINEERING	MEP Engineering Consultant		\$11,517
TASK 3.3: RECORD DRAWINGS		Subtotal:	\$9,000
Rubio Medina, Architect	Architect of Record	\$5,700	
KIMLEY-HORN	Civil Engineering Consultant		\$1,100
DCSE	Structural Engineering Consultant		\$550
PBS ENGINEERING	MEP Engineering Consultant		\$1,650

Rubio Medina, Architect Subtotal:	\$66,500	
Consultant Subtotal:		\$86,982

AMENDMENT 1 GRAND TOTAL : \$153,482

ORIGINAL CONTRACT AMOUNT : \$ 74,580

AMENDED CONTRACT AMOUNT (NOT-TO-EXCEED): \$228,062

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.