

**ADDENDUM NO. 5 TO**  
**MASTER ARCHITECTURAL SERVICES AGREEMENT**

This Addendum No. 5 to the Master Architectural Services Agreement (“ADDENDUM NO. 5”) is entered into as of December 18, 2019, by and between PJHM Architects (“ARCHITECT”) and Perris Union High School District (“DISTRICT”) for services relating to the construction of a thirty-three (33) meter pool and adjacent buildings to include team rooms, locker rooms and maintenance facilities at Heritage High School (“PROJECT NO. 5”). Each of ARCHITECT and DISTRICT may also be referred to as a “Party” and collectively, the “Parties.”

**RECITALS**

**WHEREAS**, the Parties entered into a Master Architectural Services Agreement, dated as of November 15, 2017 (“AGREEMENT”); and

**WHEREAS**, the Parties previously executed Addenda Nos. 1-4 for the ARCHITECT’S design and planning of prior projects at other DISTRICT school sites; and

**WHEREAS**, the Parties desire to add the ADDENDUM NO. 5 for ARCHITECT to provide architectural services for PROJECT NO. 5.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties hereto hereby agree as follows:

**AGREEMENT**

1. **PROJECT NO. 5.**
  - 1.1. ARCHITECT shall provide the services defined in the AGREEMENT for PROJECT NO. 5.
  - 1.2. PROJECT NO. 5 consists of the planning and design for:
    - 1.2.1. A thirty-three (33) meter pool and adjacent buildings to include team rooms, locker rooms and maintenance facilities.
  - 1.3. ARCHITECT will assist with project definition, and develop site and building plans, as well as specifications associated with each of these facilities, all consistent with the DISTRICT’s 2017 Long Range Facilities Master Plan.
  - 1.4. DISTRICT has not yet determined the construction delivery method for PROJECT NO. 5. DISTRICT will advise ARCHITECT upon selection of a construction delivery method.

1.5. The Parties agree that the estimated construction cost of PROJECT NO. 5 is Ten Million Dollars (\$10,000,000.00) and the total project budget for PROJECT No. 5 is Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00.)

1.6. ARCHITECT will update the estimated construction cost for PROJECT NO. 5 at each milestone.

1.7. ARCHITECT will begin providing services for PROJECT NO. 5 upon written notice from DISTRICT.

2. FEE.

2.1. The estimated cost of ARCHITECT's base services, through completion, is estimated to be Six Hundred Eighty Seven Thousand Five Hundred Dollars (\$687,500.00).

2.1.1. The estimate includes the professional services listed in the AGREEMENT, including the services of the Architect, Civil Engineer, Structural Engineer, HVAC, Mechanical/Plumbing Engineer and Electrical Engineer.

2.1.2. ARCHITECT's base fee is based on the following new construction sliding scale formula that will be used to calculate the base fee for PROJECT NO. 5:

- 2.1.2.1. 9% of the first \$500,000.00 of construction cost.
- 2.1.2.2. 8.5% of the next \$500,000.00 of construction cost.
- 2.1.2.3. 8% of the next \$1,000,000.00 of construction cost.
- 2.1.2.4. 7% of the next \$4,000,000.00 of construction cost.
- 2.1.2.5. 6% of the next \$4,000,000.00 of construction cost.
- 2.1.2.6. 5% of construction cost in excess of \$10,000,000.00.

2.2. The ARCHITECT has also agreed to provide the additional engineering services for a Fire Suppression System and Aquatic Design Services, including a Pool Consultant, for the additional fee of One Hundred Thirty Thousand Dollars (\$130,000.00).

2.3. The total ARCHITECT'S fee including both the base services described in Section 2.1 and the additional engineering services described in Section 2.2 is estimated at Eight Hundred Seventeen Thousand Five Hundred Dollars (\$817,500.00), for the scope listed in the cost estimate, attached hereto as Exhibit 1.

2.4. The DISTRICT and ARCHITECT will work with a Commissioning Firm to separately agree upon a price for those additional services as required.

3. REIMBURSABLES.

3.1. Reimbursable expenses pursuant to Article X of the AGREEMENT will be invoiced at cost plus seven percent (7%).

3.2. Reimbursable expenses are estimated at Ten Thousand Dollars (\$10,000).

4. RATES FOR ADDITIONAL SERVICES.

4.1. Pursuant to Article IV of the AGREEMENT, upon written approval from the DISTRICT, the ARCHITECT may provide additional services at the following rates:

4.1.1. Principal:	\$200 per hour
4.1.2. Architect:	\$160 per hour
4.1.3. Project Manager:	\$135 per hour
4.1.4. Interior Designer:	\$135 per hour
4.1.5. Construction Administrator:	\$135 per hour
4.1.6. Graphic Designer:	\$110 per hour
4.1.7. CAD Drafter:	\$100 per hour
4.1.8. DSA Coordinator:	\$100 per hour
4.1.9. Construction Administration Assistant:	\$80 per hour
4.1.10. Clerical:	\$60 per hour

5. MISCELLANEOUS.

5.1. This ADDENDUM NO. 5 shall be governed by the laws of the State of California.

5.2. Except as otherwise modified by this ADDENDUM NO. 5, all terms and conditions of the AGREEMENT shall remain in full force and effect, and the Parties do hereby ratify and confirm the AGREEMENT as modified hereby.

5.3. This ADDENDUM NO. 5 shall be binding on each of the Parties and each of their respective successors and assigns.

5.4. This ADDENDUM NO. 5 may be executed in any number of counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

5.5. Defined Terms. Unless otherwise indicated, capitalized terms used herein shall have the meaning provided in the AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this ADDENDUM NO. 5 by their duly authorized officers on the date first above written.

ARCHITECT:  
PJHM Architects

DISTRICT:  
Perris Union High School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit 1**

ARCHITECT's Proposal, Scope of Work and Cost Estimate

# letter

DATE: December 9, 2019

TO: Perris Union High School District  
155 E. 4<sup>th</sup> Street  
Perris, CA 92570

RE: Heritage High School – Aquatic Complex, Team Rooms & Campus Maintenance Facility –  
Addendum No. 5

Dear Hector,

On behalf of PJHM Architects, Inc., we are pleased to provide architectural services for the Heritage High School Aquatic Complex, Team Rooms & Campus Maintenance Facility.

Building area	6,200 SF approximate
Site Development	.68 Acres
Construction Budget	\$10 Million

## Scope of Work

Full A/E services to be provided including architectural, civil, landscape, structural, HVAC, plumbing, electrical, fire suppression and aquatic design for a 33-Meter x 25 Yard competition pool, pool deck, deck drainage, competition lighting, pool building, bleachers, shade canopy and associated site improvements.

## Exclusions

- Economic feasibility study
- Food service design
- Underground utility survey
- Updated topographic survey
- Offsite improvements
- Geotechnical hazard report
- Agency fees
- SWPPP Plans
- WQMP Plans
- Compliance documentation, reports, or commissioning of equipment installed per our design or as noted in Section 5.410.2 of the California 2016 Green Building Standards Code
- Preparation or processing of documentation/applications for LEED and CHPS certification.

pjhm·architects

OC# 24451 Ridge Route Drive #100 • Laguna Hills CA 92653 P# 949-496-6191  
SD# 804 Pier View Way #103 • Oceanside CA 92054 P# 760-730-5527

# letter

## FEE PROPOSAL

ARCHITECT'S FEE (New Construction)			
Construction Cost	\$10,000,000.00		
Modular Construction Cost			
<b>Total Construction Cost</b>	<b>\$10,000,000.00</b>		
Cost Categories	Total in each Category	% of Cat	Fee for Cat
Modular Construction Cost	\$0.00	4.0%	\$0.00
500,000	\$500,000.00	9.0%	\$45,000.00
1,000,000	\$500,000.00	8.5%	\$42,500.00
2,000,000	\$1,000,000.00	8.0%	\$80,000.00
6,000,000	\$4,000,000.00	7.0%	\$280,000.00
10,000,000	\$4,000,000.00	6.0%	\$240,000.00
10,000,000+	\$0.00	5.0%	\$0.00
	<b>\$10,000,000.00</b>		
<b>Total Architectural Fee</b>		<b>6.88%</b>	<b>\$687,500.00</b>

Per Exhibit "B", Section "L", the following engineering services are in addition to the basic fee:

(9) Fire Suppression System	\$35,000
(13) Pool Consultant	\$95,000

**Total A/E Fee: \$817,500**

Fees will be invoiced on a monthly basis according to the progress of the work. Per District Master Agreement, payment terms shall be Net Thirty (30) Days starting from the date of District's approval of invoice for services and materials. These fees are good for six months from the date of this proposal. We hope that this proposal is satisfactory to your needs and would be pleased to answer any questions that you may have. We are truly grateful for the opportunity to be of service to the Perris Union High School District.

Sincerely,

On behalf of the Perris Union High School District



Thomas W. Kruse  
Architect

By: \_\_\_\_\_

Title: \_\_\_\_\_

pjhm.architects

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