

ADDENDUM NO. 4 TO
MASTER ARCHITECTURAL SERVICES AGREEMENT

This Addendum No. 4 to the Master Architectural Services Agreement (“ADDENDUM NO. 4”) 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 construction of a thirty-three (33) meter pool facility and campus remodel, additions and improvements at Paloma Valley High School (together, “PROJECT NO. 4”). 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. 1-3 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. 4 for ARCHITECT to provide architectural services for PROJECT NO. 4.

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. 4.**

1.1. ARCHITECT shall provide the services defined in the AGREEMENT for PROJECT NO. 4.

1.2. PROJECT NO. 4 consists of the planning and design for:

- 1.2.1. A thirty-three (33) meter pool facility.
- 1.2.2. Relocation of administrative functions to the existing County library facility.
- 1.2.3. Improvements to campus security, onsite vehicular circulation, pedestrian access and creation of a new school entrance.
- 1.2.4. Creation of a new multipurpose facility and relocation of the existing auto shop facility to the Building L area.
- 1.2.5. Remodel of existing administrative spaces to create a student union type facility.
- 1.2.6. Relocation of existing relocatables and programs housed within to north of the existing wrestling 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. 4. DISTRICT will advise ARCHITECT upon selection of a construction delivery method.
- 1.5. The parties agree the estimated construction cost of PROJECT NO. 4 is Twenty Four Million Dollars (\$24,000,000.00) and the total project budget for PROJECT No. 4 is Thirty Million Dollars (\$30,000,000.00.)
- 1.6. ARCHITECT will update the estimated construction cost for PROJECT NO. 4 at each milestone.
- 1.7. ARCHITECT will begin providing services for PROJECT NO. 4 upon written notice from DISTRICT.

2. FEE.

- 2.1. The estimated cost of ARCHITECT's base services, through completion, is estimated to be One Million Seven Hundred Forty Seven Thousand Five Hundred Dollars (\$1,747,500.00).
 - 2.1.1. The estimate of ARCHITECT'S base services 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 fee is based on the following hybrid new construction and modernization sliding scale formula that will be used to calculate the base fee for PROJECT NO. 4:
 - 2.1.2.1. 10.5% of the first \$500,000.00 of construction cost.
 - 2.1.2.2. 10% of the next \$500,000.00 of construction cost.
 - 2.1.2.3. 9.5% of the next \$1,000,000.00 of construction cost.
 - 2.1.2.4. 8.5% of the next \$4,000,000.00 of construction cost.
 - 2.1.2.5. 7.5% of the next \$4,000,000.00 of construction cost.
 - 2.1.2.6. 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, and Food Service Consultant for the additional fee of Two Hundred Thirty Thousand Dollars (\$230,000.00).

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 One Million Seven Hundred Forty Seven Thousand Five Hundred Dollars (\$1,977,500.00), 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. 4 shall be governed by the laws of the State of California.

5.2. Except as otherwise modified by this ADDENDUM NO. 4, 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. 4 shall be binding on each of the Parties and each of their respective successors and assigns.

5.4. This ADDENDUM NO. 4 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. 4 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. 4th Street
Perris, CA 92570

RE: Paloma Valley High School – Campus Additions & Alterations -
Addendum No. 4

Dear Hector,

On behalf of PJHM Architects, Inc., we are pleased to provide architectural services for the Paloma Valley High School Additions & Alterations.

New Building area	20,000 SF approximate
Modernization Building Area	31,500 SF approximate
Site Development	7.3 Acres
Construction Budget	\$24Million

Scope of Work

Full A/E services to be provided including architectural, civil, landscape, structural, HVAC, plumbing, electrical, fire suppression and aquatic design for the following:

- 1) Relocation of various administrative facilities from their current location to the existing County library facility.
- 2) Improvements to campus security, onsite vehicle circulation, pedestrian access and creation of a new school entrance.
- 3) Creation of a new multipurpose facility and relocation of the existing auto shop facility to the Building L area.
- 4) Repurposing of existing administrative spaces to create a student union facility.
- 5) Relocation of the programs in the existing relocation buildings to a space north of the existing wrestling rooms.
- 6) Creation of a new 33 meter pool/aquatic facility.

Exclusions

- Economic feasibility study
- 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 24441 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 - Modernization Hybrid)			
Construction Cost	\$24,000,000.00		
Cost Categories	Total in each Category	% of Cat	Fee for Cat
\$0 - \$500,000	\$500,000.00	10.5%	\$52,500.00
\$500,001 - \$1,000,000	\$500,000.00	10.0%	\$50,000.00
\$1,000,001 - \$2,000,000	\$1,000,000.00	9.5%	\$95,000.00
\$2,000,001 - \$6,000,000	\$4,000,000.00	8.5%	\$340,000.00
\$6,000,001 - \$10,000,000	\$4,000,000.00	7.5%	\$300,000.00
\$10,000,000.00+	\$14,000,000.00	6.5%	\$910,000.00
Total Architectural Fee		7.28%	\$1,747,500.00

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

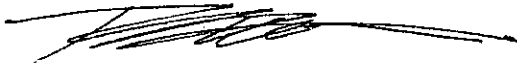
(9) Fire Suppression System	\$85,000
(13) Pool Consultant	\$95,000
Food Service Consultant	\$50,000

Total A/E Fee: \$1,977,500

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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