

ADDENDUM NO. 7 TO
MASTER ARCHITECTURAL SERVICES AGREEMENT

This Addendum No. 7 to the Master Architectural Services Agreement (“ADDENDUM NO. 7”) is entered into as of December 13, 2023, by and between PJHM Architects (“ARCHITECT”) and Perris Union High School District (“DISTRICT”) for services relating to the Liberty High School Modular Classroom Addition project (“PROJECT NO. 7”). 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 desire to add the ADDENDUM NO. 7 for ARCHITECT to provide architectural services for PROJECT NO. 7.

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. 7.

1.1. ARCHITECT shall provide the services defined in the AGREEMENT for PROJECT NO. 7.

1.2. PROJECT NO. 7 consists of the planning and design for:

1.2.1. Preliminary Site Analysis

Preliminary Land Use Planning

Preliminary Rough Order of Magnitude Cost Opinion

1.2.2 Area 1 (6 Buildings on the North Side of Campus):

Alterations to:

(E) Safe dispersal area - Relocation of area

(E) Landscape irrigation system

Construction of:

Up to (6) New DSA PC Approved 24x40 modular classrooms

Above grade wood foundations, no sinks, no restrooms

Up to (6) New DSA PC Approved ramps by TMP Services.

Site concrete paving

1.2.3 Area 2 (8 Buildings in the parking lot above the Stadium):

Alterations to:

(E) Safe dispersal area - Relocation of area

(E) Landscape irrigation system

Construction of:

Up to (8) New DSA PC Approved 24x40 modular classrooms

Above grade wood foundations, no sinks, no restrooms

Up to (8) New DSA PC Approved ramps by TMP Services.

Site concrete paving

1.3. DISTRICT has not yet determined the construction delivery method for PROJECT NO. 7. DISTRICT will advise ARCHITECT upon selection of a construction delivery method.

1.4. ARCHITECT estimates the construction cost of PROJECT NO. 7 as

Area 1: \$1,410,000

Area 2: \$1,880,000

1.5. ARCHITECT will update the estimated construction cost for PROJECT NO. 7 at each milestone.

1.6. ARCHITECT will begin providing the services for PROJECT NO. 7 upon written notice from DISTRICT.

2. FEE.

2.1. The estimated cost of ARCHITECT's services, through completion, is estimated to be

Preliminary Site Analysis: No Charge

Area 1: \$95,350

Area 2: \$125,900

2.2. The estimate includes the professional services of a Civil Engineer, Structural Engineer, Electrical/Fire Alarm Engineer, and Landscape Architect.

2.3. This estimate does not include the following services: Topographical Investigations / Reports; Mechanical & Plumbing Engineering; Geotechnical Investigations / Reports; Underground Utility Survey; Fire Sprinkler System Design; Hazardous Material Investigations/Reports/Consultants; SWPPP Plans; WQMP Plans; CEQA Plans; CHPS/LEED/Commissioning Consultant; Food Service Consultant; Aquatic Consultant; Acoustical/Theatrical Designer; or Close out of existing DSA application numbers.

2.4. ARCHITECT's fee is estimated based on the following new construction sliding scale formula which accommodates the purchase of modular buildings and ramps, to calculate its fee for PROJECT NO. 7 as detailed below:

2.4.1. 4% of the purchase price of modular buildings and ramps

2.4.2. 9% of the first \$500,000.00 of construction cost.

2.4.3. 8.5% of the next \$500,000.00 of construction cost.

- 2.4.4. 8% of the next \$1,000,000.00 of construction cost.
- 2.4.5. 7% of the next \$4,000,000.00 of construction cost.
- 2.4.6. 6% of the next \$4,000,000.00 of construction cost.
- 2.4.7. 5% of construction cost in excess of \$10,000,000.00.

2.5 The cost of the construction is to be defined as the following:

- 2.5.1 The total award from the initial construction contract(s).
- 2.5.2 All costs associated with purchase orders initiated by the Owner, which are specified or designed in the construction documents.
- 2.5.3 Amendments to the contract amount that increase the total construction cost, amount based on the additive item total for each Amendment Item.
- 2.5.4 Change Orders to the contract amount that increase the total construction cost, amount based on the additive item total for each Change Order.
- 2.5.5 If additive bid alternates are not selected for construction the Architect will be paid based on the accepted contractor's price for the alternate and will be invoiced through bidding services.
- 2.5.6 All general condition costs.
- 2.5.7 The Construction Manager's or Guaranteed Maximum Price Contractor's compensation for services.
- 2.5.8 Note: When compensation is based on construction cost any portions of the Project that are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions in accordance with the schedule of services listed below based on either(1) the lowest bona fide bid or negotiated proposal, or if no such bid or proposal is received, (2) the most recent estimate of construction for such portions of the Project.

2.6 Proposed Schedule of Services

Schematic Design Phase	15%
Design Development Phase	15%
Construction Documents Phase	40%
DSA Approval	5%
Bidding or Negotiation Phase	5%
<u>Construction Phase</u>	<u>20%</u>
Total Basic Compensation	100%

3. REIMBURSABLES.

- 3.1. Reimbursable expenses pursuant to Article X of the AGREEMENT will be invoiced at cost.
- 3.2. Reimbursable expenses are estimated at \$5,000.
The Topographical Investigations/Reports is currently estimated at \$1,750 for Area 1, which is included in the proposed reimbursable expense.

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	\$235.00 per hour
4.1.2.	Associate Principal	\$200.00 per hour
4.1.3.	Architect	\$160.00 per hour
4.1.4.	Project Manager	\$135.00 per hour
4.1.5.	Job Captain	\$120.00 per hour
4.1.6.	Production Staff	\$100.00 per hour
4.1.7.	Interior Designer	\$135.00 per hour
4.1.8.	Graphic Designer	\$110.00 per hour
4.1.9.	Construction Administrator	\$135.00 per hour
4.1.10.	DSA Coordinator	\$140.00 per hour
4.1.11.	Construction Admin Assist	\$100.00 per hour
4.1.12.	Clerical	\$60.00 per hour

5. MISCELLANEOUS.

5.1. This ADDENDUM NO. 7 shall be governed by the laws of the State of California.

5.2. Except as otherwise modified by this ADDENDUM NO. 7, 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. 7 shall be binding on each of the Parties and each of their respective successors and assigns.

5.4. This ADDENDUM NO. 7 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. 7 by their duly authorized officers on the date first above written.

ARCHITECT:
PJHM Architects

DISTRICT:
Perris Union High School District

By: _____

By: _____

Name: Thomas Kruse

Name: _____

Title: Principal / Architect
00628-00005/4134795.1

Title: _____