

**ADDENDUM NO. 3 TO**  
**MASTER ARCHITECTURAL SERVICES AGREEMENT**

This Addendum No. 3 to the Master Architectural Services Agreement (“ADDENDUM NO. 3”) is entered into as of November 15, 2017, by and between PJHM Architects (“ARCHITECT”) and Perris Union High School District (“DISTRICT”) for services relating to the California Military Institute construction project (“PROJECT NO. 3”). 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. 3 for ARCHITECT to provide architectural services for PROJECT NO. 3.

**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. 3.
  - 1.1. ARCHITECT shall provide the services defined in the AGREEMENT for PROJECT NO. 3.
  - 1.2. PROJECT NO. 3 consists of the planning and design for:
    - 1.2.1. A gym, locker and stage building.
    - 1.2.2. Related demolition, site work, retaining walls, and utilities.
    - 1.2.3. Street widening to be completed by a separate developer.
  - 1.3. DISTRICT has not yet determined the construction delivery method for PROJECT NO. 3. DISTRICT will advise ARCHITECT upon selection of a construction delivery method.
  - 1.4. ARCHITECT estimates the construction cost of PROJECT NO. 3 as \$12,636,120.
  - 1.5. ARCHITECT will update the estimated construction cost for PROJECT NO. 3 at each milestone.
  - 1.6. ARCHITECT will begin providing the services for PROJECT NO. 3 upon written notice from DISTRICT.

2. FEE.

2.1. The estimated cost of ARCHITECT's services, through completion, is estimated to be \$945,667.20.

2.2. The estimate includes the professional services of a Civil Engineer, Structural Engineer, Mechanical/Plumbing Engineer, Electrical Engineer, Landscape Architect, Commissioning Firm, and Fire Sprinkler Design for the scope listed in the attached cost estimate.

2.3. This estimate does not include the following services: Topographical Investigations / Reports; Geotechnical Investigations / Reports; Underground Utility Survey; Hazardous Material Investigations/Reports/Consultants; SWPPP Plans; WQMP Plans; CEQA Plans; Food Service Consultant; Acoustical/Theatrical Designer; or Close out of existing DSA application numbers.

2.4. ARCHITECT's fee is estimated based on the following "modified" construction formula, to accommodate commissioning and fire sprinkler design, to calculate its fee for PROJECT NO. 3:

- 2.4.1. 10% of the first \$500,000.00 of construction cost.
- 2.4.2. 9.5% of the next \$500,000.00 of construction cost.
- 2.4.3. 9% of the next \$1,000,000.00 of construction cost.
- 2.4.4. 8% of the next \$4,000,000.00 of construction cost.
- 2.4.5. 7% of the next \$4,000,000.00 of construction cost.
- 2.4.6. 6% of construction cost in excess of \$10,000,000.00.

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 \$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. 3 shall be governed by the laws of the State of California.
- 5.2. Except as otherwise modified by this ADDENDUM NO. 3, 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. 3 shall be binding on each of the Parties and each of their respective successors and assigns.
- 5.4. This ADDENDUM NO. 3 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. 3 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: \_\_\_\_\_