

ADDENDUM NO. 6 TO
MASTER ARCHITECTURAL SERVICES AGREEMENT

This ADDENDUM NO. 6 to the Master Architectural Services Agreement (“ADDENDUM NO. 6”) 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 at Perris High School (“PROJECT NO. 6”). 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. 1-5 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. 6 for ARCHITECT to provide architectural services for PROJECT NO. 6.

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. 6.
 - 1.1. ARCHITECT shall provide the services defined in the AGREEMENT for PROJECT NO. 6.
 - 1.2. PROJECT NO. 6 consists of the planning and design for:
 - 1.2.1. A thirty-three (33) meter pool facility.
 - 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 anticipates using the Lease-Leaseback construction delivery method for PROJECT NO. 6. However, the DISTRICT will advise ARCHITECT should it decide to modify construction delivery methods.
 - 1.5. The Parties agree that the estimated construction cost of PROJECT NO. 6 is Eight Million Dollars (\$8,000,000.00) and the total project budget for PROJECT No. 6 is Ten

Million Dollars (\$10,000,000.00.)

- 1.6. ARCHITECT will update the estimated construction cost for PROJECT NO. 6 at each milestone.
 - 1.7. ARCHITECT will begin providing services for PROJECT NO. 6 upon written notice from DISTRICT.
2. FEE.
- 2.1. ARCHITECT and DISTRICT agree that if PROJECT No. 4 and PROJECT NO. 5, as defined in Addendum No. 4 to the AGREEMENT and Addendum No. 5 to the AGREEMENT, respectively, are both constructed by ARCHITECT, then ARCHITECT's base fee for PROJECT NO. 6 will be calculated based on the following new construction sliding scale formula:
 - 2.1.1. 9% of the first \$500,000.00 of construction cost.
 - 2.1.2. 8.5% of the next \$500,000.00 of construction cost.
 - 2.1.3. 8% of the next \$1,000,000.00 of construction cost.
 - 2.1.4. 7% of the next \$4,000,000.00 of construction cost.
 - 2.1.5. 6% of the next \$4,000,000.00 of construction cost.
 - 2.1.6. 5% of construction cost in excess of \$10,000,000.00.
 - 2.2. In accordance with Section 2.1, above, the estimated cost of ARCHITECT's base services, through completion, for PROJECT NO. 6, if PROJECT NO. 4 and PROJECT NO. 5 are both also constructed by ARCHITECT is estimated to be Five Hundred Sixty Seven Thousand Five Hundred Dollars (\$567,500.00).
 - 2.3. Notwithstanding Section 2.1 and 2.2, above, ARCHITECT and DISTRICT agree that if either or both of PROJECT No. 4 and PROJECT NO. 5 are not constructed by ARCHITECT, then ARCHITECT's base fee for PROJECT NO. 6 will be calculated based on the following modernization sliding scale formula:
 - 2.3.1. 12% of the first \$500,000.00 of construction cost.
 - 2.3.2. 11.5% of the next \$500,000.00 of construction cost.
 - 2.3.3. 11% of the next \$1,000,000.00 of construction cost.
 - 2.3.4. 10% of the next \$4,000,000.00 of construction cost.
 - 2.3.5. 9% of the next \$4,000,000.00 of construction cost.
 - 2.3.6. 8% of construction cost in excess of \$10,000,000.00.
 - 2.4. The estimated cost of ARCHITECT's base services, through completion, for PROJECT NO. 6, if either or both of PROJECT NO. 4 and PROJECT NO. 5 are not constructed by ARCHITECT is estimated to be Eight Hundred Seven Thousand Five Hundred Dollars

(\$807,500.00).

- 2.5. The estimates in Sections 2.2 and 2.4, above, both include the professional services listed in the AGREEMENT including the services of the Architect, a Civil Engineer, Structural Engineer, HVAC, Mechanical/Plumbing Engineer and Electrical Engineer.
- 2.6. 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 Fifteen Thousand Dollars (\$115,000.00).
- 2.7. The ARCHITECT'S total fee for PROJECT NO. 6, including the base services described in Section 2.5 and the additional engineering services described in Section 2.6 is estimated at:
 - 2.7.1. Six Hundred Eighty Two Thousand Five Hundred Dollars (\$682,500.00), for the scope listed in the cost estimate, attached hereto as **Exhibit 1**, if both PROJECT NO. 4 and PROJECT NO. 5 are both also constructed by ARCHITECT.
 - 2.7.2. Nine Hundred Twenty Two Thousand Five Hundred Dollars (\$922,500), for the Scope listed in the cost estimate, attached hereto as **Exhibit 1**, if either or both of PROJECT NO. 4 and PROJECT NO. 5 are not also constructed by ARCHITECT.
- 2.8. 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. 6 shall be governed by the laws of the State of California.
- 5.2. Except as otherwise modified by this ADDENDUM NO. 6, 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. 6 shall be binding on each of the Parties and each of their respective successors and assigns.
- 5.4. This ADDENDUM NO. 6 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. 6 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: Perris High School – Aquatic Complex -
Addendum No. 6

Dear Hector,

On behalf of PJHM Architects, Inc., we are pleased to provide architectural services for the Perris High School Aquatic Complex.

Building area	2,000 SF approximate
Site Development	.55 Acres
Construction Budget	\$8 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.

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letter

Option 'A'
 (If design in conjunction with scope as defined by Addenda 4 & 5)

FEE PROPOSAL

ARCHITECT'S FEE (New Construction)			
Construction Cost	\$8,000,000.00		
Modular Construction Cost			
Total Construction Cost	\$8,000,000.00		
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	\$2,000,000.00	6.0%	\$120,000.00
10,000,000+	\$0.00	5.0%	\$0.00
	\$8,000,000.00		
Total Architectural Fee		7.09%	\$567,500.00

Option 'B'
 (If designed without scope as defined by addenda 4 & 5)

ARCHITECT'S FEE (Modernization)			
Construction Cost	\$8,000,000.00		
Modular Construction Cost			
Total Construction Cost	\$8,000,000.00		
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	12.0%	\$60,000.00
1,000,000	\$500,000.00	11.5%	\$57,500.00
2,000,000	\$1,000,000.00	11.0%	\$110,000.00
6,000,000	\$4,000,000.00	10.0%	\$400,000.00
10,000,000	\$2,000,000.00	9.0%	\$180,000.00
10,000,000+	\$0.00	8.0%	\$0.00
	\$8,000,000.00		
Total Architectural Fee		10.09%	\$807,500.00

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letter

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

(9) Fire Suppression System	\$20,000
(13) Pool Consultant	\$95,000

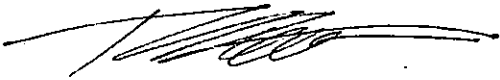
Option 'A'
Total A/E Fee: \$682,500

Option 'B'
Total A/E Fee: \$922,500

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 Distric



Thomas W. Kruse
Architect

By: _____

Title: _____

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