



EXHIBIT H

Supplemental Agreement No. 02 to Master Agreement for Construction Management and Project Management Services – Bakersfield City School District and S.C. Anderson, Inc.

This Supplemental Agreement No. 02 ("Supplement") is an addendum to the Master Agreement for and Construction Management and Project Management Services, dated December 19, 2023 ("Agreement"), by and between **Bakersfield City School District** ("District") and **S.C. Anderson, Inc.** ("Construction Manager") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of December 19, 2023, for the provision of Construction Management and Project Management services ("Services") in connection with the District's HVAC Chiller Replacement Projects ("Program");

WHEREAS, the Agreement provides that the Parties may execute this Supplement to authorize Construction Manager's work on certain Project(s) identified herein;

WHEREAS, the Parties wish to supplement the Agreement to assign Construction Manager the Project(s) and accompanying terms including, but not limited to, scope and payment, contained herein;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

SUPPLEMENTAL AGREEMENT

1. **Effect:** This Supplement is entered into pursuant to the Agreement, and, when fully executed, is considered as an integral part of said Agreement subject to all the provisions and conditions thereof. The District does hereby authorize Construction Manager to provide the Services on the project identified herein.
2. **Project(s):** HVAC Replacement Projects at Wayside Elementary School.
3. **Services:** Upon final execution of this Supplement, the Services for this assigned Project will include all of those identified in **Exhibit "A"** of the Agreement.

4. **Fee:** The Services are to be provided as follows:

4.1 Wayside ES HVAC Replacement Project

a. CM Fee calculated based upon approved percentage with actual construction hard cost determined at Completion of Bidding Phase / Contract award

6.25% of \$6,100,000 Assumed Project Value \$381,250.00

b. Pre-Construction Services Fee \$25,000.00

c. General Conditions / Reimbursable Costs \$375,940.00

\$782,190.00 **Total**

The Fee shall be invoiced and paid in accordance with the terms of the Agreement including, but not limited to, **Article 7** and **Exhibit "D"** of the Agreement, and **Attachment 1** of this Supplement.

Services under this Supplement are not considered "Extra Services" and shall not include any markup.

5. **Staffing:** Services shall be provided in accordance with the terms of the Agreement and the project team shall be comprised of the following:

a. Chad Givens – Project Manager

b. Terry Johnson – Project Superintendent

c. Kerry Thompson – Project Administrator

d. _____

6. **Schedule:** Services shall be provided in accordance with the terms of the Agreement and **Attachment 2** of this Supplement.

7. **Meetings:** Construction Manager shall attend, take part in, and, conduct meetings as required by District.

8. All other provisions of the Agreement including, but not limited to, those contained in Exhibits to the Agreement, shall remain in full force and effect and are reaffirmed and are fully incorporated into this Supplement by this reference. If there is any conflict between this Supplement and any provision of the Agreement relating to this Supplement only, the provisions of this Supplement shall control.

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Supplement on the dates indicated below.

Dated: 3/21, 2024

Bakersfield City School District

By: Sherry Gladin &

Print Name: Sherry Gladin

Print Title: Assistant Superintendent,
Business Services

Dated: 3/6/24, 2024

S.C. Anderson, Inc.

By: Leigh Ann Anderson

Print Name: LEIGH ANN ANDERSON

Print Title: CEO

ATTACHMENT 1

TOTAL FEE FOR WAYSIDE ES	Total
Pre-Construction Services Fee (through award of construction contracts)	\$25,000.00
Construction Phase General Conditions / Reimbursable Costs (from Notice of Award to Contractor through District beneficial occupancy)	\$375,940.00
CM Fee Percentage (Total to be adjusted based upon approved percentage with actual construction hard cost at completion of bidding phase/ award of contracts*)	6.25% of Project Estimated Value \$6,100,000.00 = \$381,250.00*
TOTAL BASE COMPENSATION	\$782,190.00
	100%

ATTACHMENT 2

Washington Middle School HVAC Chiller Replacement Project

Preconstruction Phase: March 2024 – April 2024

Estimated start of construction: June 2024

Estimated project duration: 12 months

Estimated project completion: June 2025