

**AMENDMENT NO. 1 TO AGREEMENT  
BETWEEN DISTRICT AND DESIGN-BUILDER**

**Helen Lehman Elementary School TK Classroom Building Project**

As contemplated by that certain Agreement dated June 11, 2025, by and between the Santa Rosa Elementary School District (“District”) and Wright Contracting (“Design-Builder”), for the TK Classroom Building Project at Helen Lehman Elementary School (the “Project”), the District and the Design-Builder wish to amend the Agreement as follows:

**RECITALS**

**WHEREAS**, the District and the Design-Builder entered into an Agreement dated June 11, 2025, for the provision of design-build services for the construction of TK Classroom Buildings at Helen Lehman Elementary School; and

**WHEREAS**, Article 4 of the Agreement provided for payment of Design Services and Preconstruction Allowances, with the intent that the Parties would amend the Agreement upon completion of design services to establish the Construction Price; and

**WHEREAS**, the Design-Builder has completed design services for the Helen Lehman Elementary School TK Classroom Building Project and submitted a Guaranteed Maximum Price (“GMP”) Proposal dated October 28, 2025, which has been reviewed and found acceptable by the District; and

**WHEREAS**, the Parties desire to amend the Agreement to incorporate the GMP and establish the Construction Price in accordance with the terms of the Contract Documents.

**NOW, THEREFORE**, the District and Design-Builder agree as follows:

**1. Contract Sum**

The Contract Sum as defined in Article 4 of the Agreement is hereby amended to establish the Construction Price in the amount of **Thirteen Million Nine Hundred Ninety-Three Thousand Four Hundred Sixty-Seven Dollars (\$13,993,467.00)**, as set forth in the GMP Proposal dated October 28, 2025, attached hereto as **Exhibit A** and incorporated herein by reference.

**2. Work Requirements**

The “Work” required by this Amendment No. 1 shall include all labor, materials, equipment, taxes, insurance, bonds, overhead, profit, and costs necessary for completion of the Project in accordance with the District-approved Construction Documents, as incorporated into **Exhibit A**.

**3. Contract Time**

The Contract Time shall remain as defined in Article 5 of the Agreement. The Notice to

Proceed will be issued following Division of the State Architect (DSA) approval. Substantial Completion dates will be established in accordance with the Notice to Proceed.

**4. Effect of Amendment**

All other provisions of the Agreement shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement or any prior amendment thereto, the provisions of this Amendment No. 1 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to the Alternate Design-Build Agreement to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

**DESIGN-BUILDER:**

Wright Contracting

By: \_\_\_\_\_

Mark Davis

Owner & Principal

Date: \_\_\_\_\_

**OWNER:**

Santa Rosa Elementary School District

By: \_\_\_\_\_

Lisa August

Interim Superintendent

Date: \_\_\_\_\_

## **EXHIBIT A**

Guaranteed Maximum Price

COST DETAIL		QUANTITY	COST	TOTAL
<b>DIVISION 01: GENERAL REQUIREMENTS</b>				<b>270,545</b>
Preconstruction		1 LS	3,000,000	
Preconstruction Reconciliation		1 LS	(3,000,000)	
Temporary Fencing		1 LS	26,850	
Jobsite Security		1 LS	90,000	
Private Line Locating and Potholing		1 LS	13,625	
Encroachment Permit Utility Connections at New York		1 LS	2,500	
Construction Water/Meter		1 LS	5,700	
Final Cleaning		1 LS	20,000	
Progress Cleaning		1 LS	45,000	
Dumpsters/Disposal		1 LS	8,500	
Permits, Fees, Design, Testing, Inspections, BIM		EXCLUDED		
Surveying		1 LS	45,870	
Rough Grading Staking		IN ABOVE		
Building Pad Certification		IN ABOVE		
Work area boundaries		IN ABOVE		
Sewer Line, Storm Drain, and Water Line		IN ABOVE		
Bio Retention		IN ABOVE		
Bollard Lights		IN ABOVE		
Curb and Gutter		IN ABOVE		
Finish Grade		IN ABOVE		
Seat Wall		IN ABOVE		
Building Layout		IN ABOVE		
Site Protection		1 LS	5,000	
Soil Testing		ALLOW	7,500	
<b>DIVISION 02: EXISTING CONDITIONS</b>				<b>79,195</b>
02 05 00 Selective Demolition		1 LS	79,195	
Remove and Dispose of Existing Portable Buildings		IN ABOVE		
Remove Existing Garden		IN ABOVE		
Remove Existing Fence		IN ABOVE		
<b>DIVISION 03: CONCRETE</b>				<b>424,283</b>
03 30 00 Concrete		1 LS	355,433	
Modular Foundations Slab On Grade		IN DIV 13		
Site Curbs, Flatwork and Seat walls		IN ABOVE		
Shade and Play Structure Piers		IN ABOVE		
Concrete Dolphin Foundations and Install		IN ABOVE		
Poligon Shade Structure Footings		1 LS	38,850	
TBD Added Concrete Walkway for City Park Access		ALLOW	30,000	
<b>DIVISION 04: MASONRY</b>				<b>(NOT USED)</b>
<b>DIVISION 05: METALS</b>				<b>(NOT USED)</b>

COST DETAIL		QUANTITY		COST	TOTAL
<b>DIVISION 06: WOOD, PLASTICS &amp; COMPOSITES</b>					<b>152,064</b>
06-10-00	Rough Carpentry (Layout, Coordination, Misc Bracing and Site Maintenance)				
	Carpenter Foreman	25	WKS	5,006.80	125,170
	Laborer	15	WKS	1,792.93	26,894
<b>DIVISION 07: THERMAL &amp; MOISTURE PROTECTION</b>					<b>IN DIV 13</b>
<b>DIVISION 08: OPENINGS</b>					<b>(NOT USED)</b>
<b>DIVISION 09: FINISHES</b>					<b>IN DIV 13</b>
<b>DIVISION 10: SPECIALTIES</b>					<b>(NOT USED)</b>
					<b>290,779</b>
10 73 00	Shade Canopies at Play Area	1	LS		38,079
	Install for Play Area Canopies	1	LS		52,700
	Shade Structure at Courtyard		ALLOW		200,000
	Install for Shade Structure at Courtyard		IN ABOVE		
<b>DIVISION 11: EQUIPMENT</b>					<b>(NOT USED)</b>
					<b>423,500</b>
11-68-13	Play Structures				
	Play Structure Equipment	1	LS		278,200
	Play Structure Equipment Install	1	LS		145,300
<b>DIVISION 12: FURNISHINGS</b>					<b>(NOT USED)</b>
<b>DIVISION 13: SPECIAL CONSTRUCTION</b>					<b>6,165,850</b>
13 34 23	Modular Classrooms (JL Modular)	1	LS		6,165,850
	Building Foundations and Slab on Grade		IN ABOVE		
	Modular Buildings Furnished and Installed, Complete with all Interior and Exterior Finishes, Plumbing, Mechanical and Electrical.		IN ABOVE		
	Conduit and Back Boxes for Fire Alarm and Low voltage with System Install By WCL Electricians		IN ABOVE		
<b>DIVISION 21: FIRE SUPPRESSION</b>					<b>IN DIV 13</b>
<b>DIVISION 22: PLUMBING</b>					<b>27,000</b>
22-00-00	Plumbing				
	Toilets, Sinks and Lav's at New Buildings		IN DIV 13		
	Site Drinking Fountains (Fixtures and Final Connections)	1	LS		12,500
	Water Feature Playground Equipment (Plumbing Connections Only)	1	LS		14,500
<b>DIVISION 23: HVAC</b>					
23-00-00	Air Conditioning, Ventilation, and Controls		IN DIV 13		

COST DETAIL		QUANTITY	COST	TOTAL
<b>DIVISION 26: ELECTRICAL</b>				<b>733,000</b>
26-05-00	Electrical	1 LS	568,000	
	Service to Building B Distribution Panel	IN ABOVE		
	Branch Circuits for Buildings A, B, and C	IN ABOVE		
	Low Voltage System Conduits	IN ABOVE		
	Trenching for above Power and Low Voltage	IN ABOVE		
	Bollard Lights and light Poles	IN ABOVE		
	Fire Alarm	IN ABOVE		
	P.A. and Clock System	IN ABOVE		
	Tele/Data	IN ABOVE		
	Modular Buildings	IN DIV 13		
	Outlets, Lighting Fixtures and Devices	IN DIV 13		
	Breaker panels	IN DIV 13		
	Access Control, Intrusion and Surveillance	ALLOW	165,000	
<b>DIVISION 31: SITEWORK</b>				<b>1,200,628</b>
31-22-00	Earthwork	1 LS	1,143,017	
	Clear and Grub	IN ABOVE		
	Grind and Overlay Existing AC Paving per Plan	IN ABOVE		
	Remove Existing Curb, Gutters, Sidewalks, and Driveways	IN ABOVE		
	Remove Existing AC Paving and Replace per Plan	IN ABOVE		
	Demo Playground Equipment	IN ABOVE		
	Grading, Fine Grading and Site Prep	IN ABOVE		
	Over excavate Building Pads 4' and Paving Areas 8"	IN ABOVE		
	Base Rock and Paving	IN ABOVE		
	Bio Retention Basin (Cut, Grade, Soil Import and Drainage)	IN ABOVE		
	Sanitary Sewer Laterals and Connection to Existing Mains/Laterals	IN ABOVE		
	Storm Drain and Sub Drains	IN ABOVE		
	Water Lines	IN ABOVE		
	Fire Hydrant	IN ABOVE		
	Utility Trenching	IN ABOVE		
	Erosion Control and BMPs	IN ABOVE		
	Building Pad Over-Ex and Prep	IN ABOVE		
	Lime treat and Soil Prep for Wet Weather Grading	IN ABOVE		
	Domestic Water from New Tork Dr. Including Meter Box	IN ABOVE		
	Grind and Overlay Remaining Section of Playground Paving Not Shown In Plans	1 LS	57,611	
<b>DIVISION 32: EXTERIOR IMPROVEMENTS</b>				<b>1,274,265</b>
32-12-00	Paving	IN 31-22-00		
	AC Paving at new Parking Lot	IN ABOVE		
	New AC Paving at +/- 70% of Existing Play Area	IN ABOVE		
	Grind and Overlay AC Paving at +/- 30% of Existing Play Area	IN ABOVE		

COST DETAIL		QUANTITY		COST	TOTAL
<b>DIVISION 32: EXTERIOR IMPROVEMENTS (CONT'D)</b>					
32-31-00	Fencing	1	LS	314,065	
	Chain-link Fence and Gates		IN ABOVE		
	Ornamental Fence and Gates		IN ABOVE		
	Vehicle Gate		IN ABOVE		
	Replacement Fencing Front of Campus (per District Request)	1	LS	102,620	
32-90-00	Landscaping	1	LS	554,600	
	Irrigation - Irrigation Lines, Controls, and Valves		IN ABOVE		
	Ground Cover		IN ABOVE		
	Grass/Sod		IN ABOVE		
	Planting		IN ABOVE		
	Edging		IN ABOVE		
	Concrete Dolphins	3	EA	10,833	32,500
	Artificial Safety Turf at Playground	1	LS		270,480
<b>DIVISION 33: UTILITIES (NOT USED)</b>					
<b>TOTAL DIRECT CONSTRUCTION COSTS</b>					<b>11,041,109</b>
CONTRACTOR CONTINGENCY (5%)					552,055
DSA COMMENT CONTINGENCY					50,000
GENERAL CONDITIONS (9 Months)					456,885
GC FEE					583,709
LIABILITY INSURANCE					72,600
BUILDER'S RISK INSURANCE					74,343
CONSTRUCTION BOND					88,815
DESIGN COSTS					471,895
ALLOWANCE FOR UNFORSEEN TARRIF COST INCREASES					50,000
OWNERS CONTINGENCY (5%)					552,055
<b>TOTAL PRELIMINARY GMP BUDGET</b>					<b>13,993,467</b>



October 23p, 2025

Helen Lehman Elementary School

Modular Buildings and Site Improvements

ASSUMPTIONS /QUALIFICATIONS

1. Costs are based on a mutually agreeable schedule and sequencing of construction activities. GMP Budget assumes 9 month duration with scope of work beginning in December 2025 and ending by the start of the 2026/2027 school year in August 2026. Project start date and duration is pending DSA approval to begin construction.
2. Project engineering, design and associated feed are included.
3. DSA Application fees are not included.
4. Budget assumes lime treating soils at mass excavation locations to allow for extensive grading and construction during winter months.
5. A rock and trench clause will take effect when actual excavations in the field are significantly hampered due to the encountering of rock, hardpan, or extremely stiff soils, or if boulders larger than the backhoe can effectively handle. The rock or hardpan, etc. will be removed on a T&M basis. Due to over excavation from boulders, etc., any import materials will be calculated on a T&M basis.
6. Builder's Risk Insurance (Course of Construction) is included.
7. Payment and Performance bonds are included.
8. Cost increases due to unforeseen import tariffs are excluded.
9. Costs for testing, IOR and special inspections are excluded.
10. Costs for temporary electricity and water use for construction are excluded.
11. Costs for work that is not specified or reasonably implied in the Bid Documents is not included.
12. Relocation of any existing unforeseen or unknown conditions including but not limited to utilities, appurtenances, obstructions or any other obstruction required to complete the work of this agreement is not included.

13. Excess native onsite topsoil to be used for planting areas backfill, and/or off hauled for proper disposal, pending review and direction from the District.
  - a. Soil testing has been included as an allowance to the GMP
  - b. Off haul of contaminated soils are not included in the GMP.
14. See GMP Budget Estimate for additional qualifications and allowances.
15. Pricing and project scope is based on the following drawings and supplemental documents provided as of bid time:
  - a. Helen Lehman Elementary School New TK Classroom Buildings Inc 01\_100% CD Drawings issued 9/12/2025
  - b. Helen Lehman Elementary School New TK Classroom Buildings Inc 02\_75% CD Drawings issued 10/10/2025
  - c. Geotech Report issued 8/6/25 Crawford and Associates.
  - d. HazMat report prepared by Norbay Consulting issued 7/31/2025.
16. Any allowances that are not sufficient will need to be adjusted via an owner change order.
17. Contractor's Contingency to be used in accordance with the Facilities Lease Agreement. Unused contingency will be returned to District.

\*\*\*\*\*END\*\*\*\*\*