



# Chabot-Las Positas Community College District

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## MODIFICATION TO AGREEMENT

### FOR

### Lease-Leaseback Preconstruction Services

Reference is made to Lease-Leaseback Agreement made and entered into by and between Chabot-Las Positas Community College District and Flint Builders Inc, hereinafter referred to as the "Lease-Leaseback Contractor" having its principal place of business at 401 Derek Place, Roseville, CA 95678 and Chabot-Las Positas Community College District, hereinafter referred to as the "District", dated May 20, 2020.

This **Modification Number Three (3)** to Agreement B200356: Lease-Leaseback Agreement; Academic Support and Office Building Project at Las Positas College for Chabot-Las Positas Community College District.

#### SCOPE:

Additional services to the above reference Agreement shall be, but not limited to, the following services at Las Positas College:

Add extra work to the scope of the Project to re-pave the entirety of parking lot F as per DSA CCD-036 documents as submitted to DSA on November 2, 2022, and as per proposal OADR-083B. Scope of work includes but not necessarily limited to the following: locating and potholing of existing utilities; removal, off-haul off-site, and proper disposal all existing asphaltic concrete, aggregate base, soil and plastic liner; rough grading; installation of Tensar NX650 Geo Grid; placement and compaction of all AB (5" at drive aisles and 6" at parking stalls); placement and compaction of all AC (4" at drive aisles and 3" at parking stalls); all vehicular striping and signage; re-use of wheel stops; surveying and field engineering; all BMPs and BMP management for SWPPP compliance; fencing, signage, and traffic control for material delivery and off-haul; fencing and delineation; credit for the original slurry seal, striping, and signage shown in the DSA permitted set; additional bonds and insurance fees per the increased contract amount included. An allowance of \$22,500 is included for a quantity of 2,500SF (unit price \$9/SF) to over-excavate and recompact unforeseen unsuitable soils, if any are discovered. Unforeseen unsuitable soils above the allowance amount will result in an additional cost at the same unit rate and any un-used allowance shall be returned to the District as a credit.

Work to be completed in two phases per attached Exhibit A Phasing Plan, including early pavement of the access road in order to minimize its closure (two weeks in lieu of four weeks). Any further mobilizations or phasing other than what is shown in the attached exhibit is not included. All irrigation, planting, and concrete flatwork (sidewalks, curbs, truncated domes) shown in CCD 036 is excluded and those costs shall be tracked and managed separately. The current planned schedule for this additional work is to be completed prior to the contract completion date of 6/21/2023; any unforeseen impacts to that schedule are subject to the Contract terms and conditions for schedule impacts.



# Chabot-Las Positas Community College District

FEE:

The Not-To-Exceed fee for these additional services pursuant to this Modification is \$591,468.00 inclusive to all actual expenses.

Current Approved Amount	\$ 60,045,723.00
Modification No. 3	\$ <u>591,468.00</u>
New Contract Amount	\$ 60,637,191.00

The TOTAL REVISED FEES, inclusive of this Modification and any previous authorized to Flint Builders Inc., by the District, to this date is \$60,637,191.00.

TERMS & CONDITIONS:

This Modification is subject only to the terms and conditions of the above referenced Agreement. This Agreement, the accompanying modification and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

- EXHIBIT A1: Lease-Leaseback Agreement – Scope of work
- EXHIBIT B: Lease-Leaseback Agreement – Exclusions
- EXHIBIT C: Lease-Leaseback Agreement – General Conditions
- EXHIBIT D: Lease-Leaseback Agreement – GMP and Project Completion Schedule
- Lease-Leaseback Site Agreement
- Lease-Leaseback Facilities Lease Agreement

The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the District and the Consultant as of the date set forth above.

**“DISTRICT”**  
**CHABOT-LAS POSITAS COMMUNITY**  
**COLLEGE DISTRICT**

**“CONTRACTOR”**  
**Flint Builders Inc**

By: \_\_\_\_\_  
Jonah Nichols  
Vice Chancellor of Business  
Services

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

# Flint Modification 03 - Pricing

## CONTINGENCY DRAW REQUEST

Contractor Contingency Draw Request   
 Owner Contingency Draw Request   
 District Requested   
 Design Clarification   
 Code/AHJ   
 Unforeseen Condition

### Distribution:

OWNER   
 ARCHITECT   
 CONSTRUCTION MANAGER   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Las Positas College, New Academic Support & Office Bldg

DRAW REQUEST NO.: **OCDR-083B**

TO: Ann Kroll

DATED: **10/31/2022**

Chabot Las Positas Community College District  
 7600 Dublin Bld, 3rd Floor, Dublin, CA 94568

POTENTIAL NOTICE NO.: PCDR-097

REFERENCE: RFI#: N/A PO#: B200356 Contract Date: May 20, 2020

Per CCD 036, the entirety of the existing parking lot F has failed over time due to an unforeseen insufficient paving section (2" Asphaltic Concrete, or AC, over 2" Aggregate Base, or AB), and needs to be replaced accordingly. The costs for the following scope of work is included herein: locating and potholing of existing utilities; removal, offhaul, and proper disposal all existing AC, AB, and plastic liner; rough grading; installation of Tensar NX650 Geo Grid; placement and compaction of all AB (5" at drive aisles and 6" at parking stalls); placement and compaction of all AC (4" at drive aisles and 3" at parking stalls); all vehicular striping and signage; surveying and field engineering; all BMPs and BMP management for SWPPP compliance; fencing, signage, and traffic control for material delivery and offhaul; fencing and delineation; credit for the original slurry seal, striping, and signage shown in the DSA permitted set.

The work is to be completed in two phases per the phasing plan included in the attached Bid Results package, including early pavement of the access road in order to minimize its closure (two weeks in lieu of four weeks). Any further mobilizations or phasing other than what is shown in the attached exhibit is excluded. All irrigation, planting, and concrete flatwork (sidewalks, curbs, truncated domes, etc) shown in CCD 036 is also excluded; all related costs shall be submitted separately.

At the time of this proposal, Flint anticipates the work to be completed prior to the contract completion date of 6/21/2023. However, Flint reserves the right to reevaluate time impacts and any related costs should the work be unable to be completed by the current completion date. As this draw request will not be drawn from the Owner's Contingency included in the GMP, is requested \$591,468 be added to the Contract Sum. All additional bonds and insurance fees are included.

### 1A. Subcontractor Work - Goodfellow Brothers (mark-up not to exceed 12%)

*(Please attach all required backup, quantities, unit cost, etc. associated with work performed.)*

Subcontractor Quote	\$	<u>506,112.00</u>
Materials	\$	<u>                    </u>
Labor	\$	<u>                    </u>
Equipment	\$	<u>                    </u>
Misc.(Clarify)	\$	<u>                    </u>
<b>SUBTOTAL</b>	\$	<u>506,112.00</u>
Contractor mark-up on Sub work (not to exceed 5%)	\$	<u>25,305.60</u>
SDI (Subcontractor Default Insurance, 1.500% of Sub Cost)	\$	<u>7,591.68</u>
<b>TOTAL - 1</b>	\$	<u>539,009.28</u>

### 2. Work Performed by Prime Contractor

*(Please attach all required backup, quantities, unit cost, etc. associated with work performed.)*

Materials	\$	<u>3,700.00</u>
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Labor	\$	<u>32,000.00</u>
Equipment	\$	<u>                    </u>
<b>SUBTOTAL</b>	\$	<u>35,700.00</u>
Prime Contractor OH&P (not to exceed 15%)	\$	<u>5,355.00</u>
	TOTAL - 2	\$ <u>41,055.00</u>
	TOTAL - 1 & 2	\$ <u>580,064.28</u>
Bond Premium (0.570%)	\$	<u>3,306.37</u>
General Liability Insurance (1.000%)	\$	<u>5,800.64</u>
Builder's Risk Insurance (0.396%)	\$	<u>2,297.05</u>
	<b>TOTAL PROPOSED CHANGE</b>	\$ <u>591,468.00</u>

Extension of Contract Time proposed 0 Days

Prepared by Camille Hardin, Flint Builders, Inc.

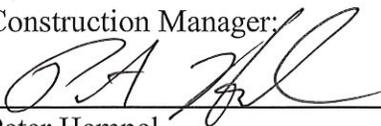
Date 10/31/2022

The undersigned Contractor approves the foregoing as to the changes, if any, and the Cost, if any, specified for each item and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

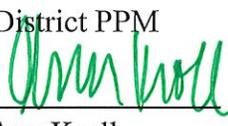
This change order is subject to approval by the governing board of this district and must be signed by the District.

The compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractors costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

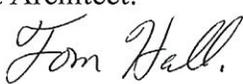
**Signatures:**

Construction Manager:  
  
 \_\_\_\_\_  
 Peter Hempel

11-2-22  
 \_\_\_\_\_  
 Date

District PPM  
  
 \_\_\_\_\_  
 Ann Kroll  
 Facilities Bond Management  
 Las Positas College  
11/4/2022  
 \_\_\_\_\_  
 Date

Swinerton Managemnet & Consulting

Project Architect:  
  
 \_\_\_\_\_  
 Tom Hall

11/02/2022  
 \_\_\_\_\_  
 Date

Contractor:  
  
 \_\_\_\_\_  
 Camille Hardin  
 Flint Builders, Inc.  
10/31/2022  
 \_\_\_\_\_  
 Date

LPAS Architecture & Design

END OF DOCUMENT

# Flint Builders Cost Estimate - Report of Bidders



Date: 10/24/22

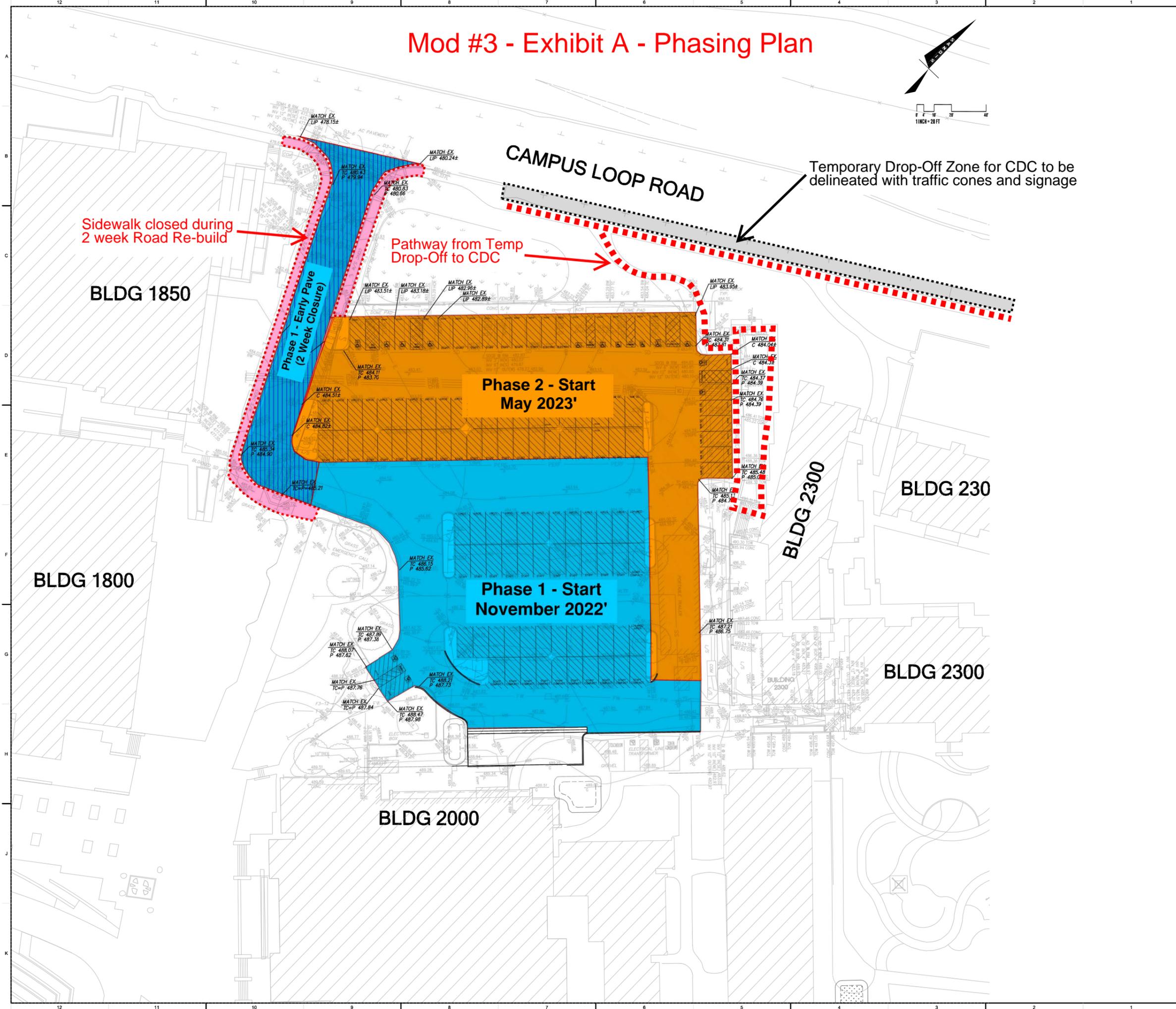
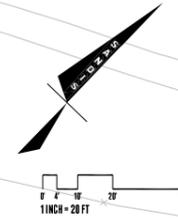
Project Name: LPC Parking Lot F Replacement

Owner: Chabot Las Positas Community College District

Project SF: 56,000

BP #	Scope	Quantity	Unit	Unit Cost	Estimate	Goodfellow	Goodfellow			Bothman
							Goodfellow	1	2	
<b>BP 5</b>	<b>Earthwork and Asphalt Paving</b>									
	Bid Amount	56,000	SF			\$495,812		\$510,000	\$592,000	Declined to Bid
	<b>02 41 13 SELECTIVE SITE DEMOLITION</b>									
	Demolition									
	Utility Locating & Potholing	1	ls	\$5,000.00	\$5,000	IN	IN	IN	IN	
	Remove all existing AC Paving, AB, Plastic Liner and Offhaul	56,000	SF	\$1.50	\$84,000	IN	IN	IN	IN	
	<b>31 22 00 GRADING</b>									
	Earthwork									
	Mobilization and laydown area set-up for GC	1	ls	\$20,000.00	\$20,000	IN	IN	IN	IN	
	Rough grading, cut & fill, incl import/export as required	1,000	CY	\$30.00	\$30,000	IN	IN	IN	IN	
	Export Soil per CTS Analytics Report 7/21/21	1,000	CY	\$45.00	\$45,000	IN	IN	IN	IN	
	Install Tensor NX650	56,000	SF	\$1.00	\$56,000	IN	IN	IN	IN	
	<b>32 11 00 BASE COURSES</b>									
	Site Aggregate Base Paving									
	6" Class II AB at Drive Aisle	36,000	SF	\$2.00	\$72,000	IN	IN	IN	IN	
	5" Class II AB at Parking	20,000	SF	\$1.50	\$30,000	IN	IN	IN	IN	
	<b>32 12 33 PAVING AND SURFACING</b>									
	Site AC Paving									
	4" AC paving over AB at Drive Aisle	36,000	SF	\$4.00	\$144,000	IN	IN	IN	IN	
	3" AC paving over AB at Parking	20,000	SF	\$3.00	\$60,000	IN	IN	IN	IN	
	Early Pavement for Access Road	1	ls	\$16,000.00	\$16,000	\$15,800	\$15,800	\$15,800	\$15,800	
	<b>32 17 23 PAVEMENT MARKINGS</b>									
	Paving Specialties									
	Vehicular striping and signage	56,000		\$1.00	\$56,000	IN	IN	IN	IN	
	<b>VE Options</b>									
	Combined Remaining Base Contract Work with Phase 1 Grading & Paving	1	ls	(\$5,000.00)	(\$5,000)	(\$5,500)	N/A	N/A	N/A	
	<b>Cost to Complete Work</b>									
	Engineering/Calculations/CAD	1	ls	\$3,000.00	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	
	Surveying in Field (3 Phases per Mob)	6	mobs	\$3,000.00	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	
	Credit for Slurry Seal	1	ls	(\$23,500.00)	(\$23,500)	(\$23,500)	(\$23,500)	(\$23,500)	(\$23,500)	
	Credit for Original Striping & Signage	1	ls	(\$20,000.00)	(\$20,000)	(\$20,000)	(\$20,000)	(\$20,000)	(\$20,000)	
	Overexcavate and recompact unsuitable soils	2,500	SF	\$9.00	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	
	Site Foreman (BMP, Delineation, Traffic Control, Protection, Clean Up)	80	mhrs	\$160.00	\$12,800	\$12,800	\$12,800	\$12,800	\$12,800	
	Laborer Support (BMP, Delineation, Traffic Control, Protection, Clean Up)	160	mhrs	\$120.00	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	
	Miscellaneous Materials (Signage, Flags, Protection, Clean Up Supplies)	1	ls	\$2,500.00	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	
	Fencing & Delineators	1	ls	\$1,200.00	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	
	<b>TOTAL BID PACKAGE</b>				<b>\$648,700</b>	<b>\$541,812</b>	<b>\$561,500</b>	<b>\$643,500</b>	<b>\$0</b>	

# Mod #3 - Exhibit A - Phasing Plan



Temporary Drop-Off Zone for CDC to be delineated with traffic cones and signage

Sidewalk closed during 2 week Road Re-build

Pathway from Temp Drop-Off to CDC

Phase 1 - Early Pave (2 Week Closure)

Phase 2 - Start May 2023'

Phase 1 - Start November 2022'

LAS POSITAS COLLEGE - BLDG 2100  
ACADEMIC SUPPORT AND OFFICE BUILDING

3000 CAMPUS HILL DR.  
LIVERMORE, CA 94551

NO.	ISSUE	DATE
133	CCD 036 - ASI 127	10/03/2022

ARCHITECT

CONSULTANT

## GRADING & UTILITY PLAN

PROJECT NO: 863-0004  
DATE: 4/23/2021

SHEET NO:  
**CS3.00**