

OAKLAND ARMY BASE

DB CONTRACT CHANGE ORDER # 002 10/23/2013



CALIFORNIA
CAPITAL & INVESTMENT
GROUP



CHANGE ORDER

PROJECT: Oakland Army Base
Oakland, California

CHANGE ORDER NUMBER: 002
DATE: 10/23/2013

TO CONTRACTOR:
Turner / Goodfellow Top Grade / Flatiron, A Joint Venture
1111 Broadway, Suite 2100
Oakland, CA 94607

CONTRACT DATE: 10/16/2013
CONTRACT FOR: Oakland Army Base Redevelopment Project
CONTRACT START DATE:
CONTRACT COMPLETION DATE: 01/30/2018

THE CONTRACT IS CHANGED AS FOLLOWS:

The original contract sum was \$ 150,227,850.00
The net change by previously authorized Change Orders \$ 600,000.00
The Contract Sum prior to this Change Order was \$ 150,827,850.00
The Contract Sum will be adjusted by the Change Order in the amount of \$ <113,223.08>
The new Contract sum including this Change Order will be \$ 150,714,626.92

The Contract Time will be increased by zero calendar days.
The date of Substantial Completion as of the date of this Change Order therefore is 01/30/2018

SCOPE: This is a reduction in the Fencing Allowance (line 97 in the GMP), that will be transferred to soft costs into Owner's Contingency to use for Owner Purchase Orders #004, 005, and 006 (attached) in the amount of <\$107,831.50>. Per section B.7.1 of the DB Contract, an additional 5% will be reduced from the GMP (from the Design Builder's Fee) in the amount of <\$5,391.58>. This results in a total reduction of <\$113,223.08> from the GMP.

NOT VALID UNTIL SIGNED BY THE OWNER'S REPRESENTATIVE, OWNER, CONTRACTOR, & CITY (IF REQUIRED).

Architectural Dimensions

OWNER'S REP

300 Frank H. Ogawa Plaza, Ste. 375
Oakland, CA 94612

ADDRESS

BY (Signature)

James Heilbronner

DATE

10/23/13

California Capital & Investment group,
Inc., a California corporation

OWNER

300 Frank H. Ogawa Plaza, Ste. 340
Oakland, CA 94612

ADDRESS

BY (Signature)

Phil Tagami

DATE

10/23/13

Turner / Goodfellow Top Grade /
Flatiron, A Joint Venture

CONTRACTOR

1111 Broadway, Ste. 2100
Oakland, CA 94612

ADDRESS

BY (Signature)

Kavinder Singh

DATE

10/28/2013

FOR CHANGE ORDERS OVER \$50,000, NOT VALID UNTIL SIGNED BY THE CITY OF OAKLAND.

BY (Signature)
DOUG COLE

DATE

10/24/13

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directives (CCDs) or being considered under Potential Change Orders (PCOs) until costs and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the CCDs and PCOs.

OAKLAND ARMY BASE

DB CONTRACT CHANGE ORDER #002

OWNER PO #004

10/22/2013





CALIFORNIA
CAPITAL & INVESTMENT
GROUP

Request Date: 10/22/13

OWNER PURCHASE ORDER

Oakland Army Base

Owner: California Capital & Investment Group
300 Frank H. Ogawa Plaza, Ste. 340
Oakland, CA 94612

Purchase Order Number: #4

Requested By: Phil Tagami

Company: Alarcon Bohm CCIG

Responsible Party:

Company:

Issue:

Description of this Purchase Order: 10,000# CAT 55' Reach Forklift / Grade All

WILL BE A DEDUCTIVE CHANGE TO GMP- GC's.

Estimated Costs: Line item 97- "Fencing" = \$1,683,300.00

Consultants: NONE

Agencies: NONE

Hard Costs: \$76,300.00 PURCHASE BY CCIG

Vendors: NONE

Potential Total: \$76,300.00 OUT OF "OWNER CONTINGENCY"

Budget Bucket:

☐ New Cost ☒ Owner Contingency ☐ Allocation: ☐ Other:

Unanticipated Cost? ☒ Yes ☐ No

Addition to / Credit from Construction Contract: Credit from Construction Contract

Explain: Deductive Change Order required for Construction Contract Fence Allowance Line Item

This Owner Purchase Order is to authorize costs (work, materials, or expenses) from the Soft Cost Budget, as requested above. Authorization is provided by CCIG Oakland Global, LLC ("Owner"). All costs above are estimates, and changes to Consultant Contracts shall follow the established Change Order process.

Owner Authorized: Phil Tagami, Managing Partner

Agency Approval: Doug Cole

Date Authorized:

Frank Kennedy

Final Cost: Payments: Check # for \$ to

Asset: ☒ Yes ☐ No

Check # for \$ to
Check # for \$ to
Check # for \$ to
Check # for \$ to
Check # for \$ to

OAB HORIZONTAL INFRASTRUCTURE SOFT COST BUDGET
PO Tracking
OPO #4

MONTH #	CATEGORY DESCRIPTION	BUDGET AMOUNT	INVOICE DESCRIPTION	INVOICE DATE	DATE PAID	INVOICE TOTAL	TOTAL REMAINING	Sep-13	October-13	2013 TOTAL	TOTAL REMAINING	CHECK
	PM TEAM AND OAC/QC - AFTER 65% TO COMPLETION											
	Project Management - AD / HEILBRONNER	2,506,191.61					2,506,191.61			-	2,506,191.61	-
	Administration - AD / GRISIN	672,729.10	SUBTOTAL			-	672,729.10			-	672,729.10	-
	Agencies/CEQA - AD / PARK	721,539.27	SUBTOTAL			-	721,539.27			-	721,539.27	-
	Drawing Control - AD / BOSSO	568,994.67	SUBTOTAL			-	568,994.67			-	568,994.67	-
	Librarian - AD / LIU	463,190.53	SUBTOTAL			-	463,190.53			-	463,190.53	-
	Construct Doc Control - AD / MEDRIX	584,655.09	SUBTOTAL			-	584,655.09			-	584,655.09	-
	Scheduling/Minutes - AD / COLLINS	582,774.01	SUBTOTAL			-	582,774.01			-	582,774.01	-
	Database Manager - AD / WILLIAMS	63,993.60	SUBTOTAL			-	63,993.60			-	63,993.60	-
	Videographer - AD / BALL	237,109.44	SUBTOTAL			-	237,109.44			-	237,109.44	-
	Printing - AD	499,500.00	SUBTOTAL			-	499,500.00			-	499,500.00	-
	Project Manager - ROJE	941,442.00	SUBTOTAL			-	941,442.00			-	941,442.00	-
	Construction Administration - ROJE	1,234,100.00	SUBTOTAL			-	1,234,100.00			-	1,234,100.00	-
	Compliance - ROJE	495,936.00	SUBTOTAL			-	495,936.00			-	495,936.00	-
	Government Relations & Communications Manage	243,048.00	SUBTOTAL			-	243,048.00			-	243,048.00	-
	Principal - ROJE	1,007,370.00	SUBTOTAL			-	1,007,370.00			-	1,007,370.00	-
	Admin - ROJE	91,266.00	SUBTOTAL			-	91,266.00			-	91,266.00	-
	Intern - ROJE	55,104.00	SUBTOTAL			-	55,104.00			-	55,104.00	-
	INSPECTIONS											
	Air Monitoring - Northgate	1,070,000.00	SUBTOTAL			-	1,070,000.00			-	1,070,000.00	-
	Effluent Line Testing - HDR	200,000.00	SUBTOTAL			-	200,000.00			-	200,000.00	-
	Wharf Pile Load Testing - Kleinfelder	59,400.00	SUBTOTAL			-	59,400.00			-	59,400.00	-
	Kleinfelder Geotech During Construction	100,000.00	SUBTOTAL			-	100,000.00			-	100,000.00	-
	Wharf de/reconstruction for pile testing	200,000.00	SUBTOTAL			-	200,000.00			-	200,000.00	-
	NON CITY OF OAKLAND PERMITS & FEES	1,419,906.40	SUBTOTAL			-	1,165,257.05	254,649.35		254,649.35	1,165,257.05	-
	OWNER'S CONTINGENCY	6,548,751.90	SUBTOTAL			254,649.35	5,198,751.90	1,350,000.00		1,350,000.00	5,198,751.90	-
	UTILITY REIMBURSEMENT ESTIMATE	(4,916,252.00)	SUBTOTAL			1,350,000.00	(4,916,252.00)			-	(4,916,252.00)	-
	OWNER'S GENERAL REQUIREMENTS											
	Rail East of Waka Ave Per Edge Condition Settlement	1,783,000.00	SUBTOTAL			-	1,783,000.00			-	1,783,000.00	-
	Reimbursable	810,000.00					733,700.00	76,300.00		76,300.00	733,700.00	-
	Cresco Grade-all 10.00% 55' Reach To			10/9/13	10/23/13	76,300.00						
	Williams Adley	216,000.00	SUBTOTAL			76,300.00	216,000.00			-	216,000.00	-
	Attorneys	250,000.00	SUBTOTAL			-	250,000.00			-	250,000.00	-
	Accounting	550,000.00	SUBTOTAL			-	550,000.00			-	550,000.00	-
	Site Security	750,000.00	SUBTOTAL			-	750,000.00			-	750,000.00	-
	Vehicle Purchase	75,000.00	SUBTOTAL			-	75,000.00			-	75,000.00	-
	Vehicle Costs (Fuel, Ins., & Reg.)	60,000.00	SUBTOTAL			-	60,000.00			-	60,000.00	-
	Superintendent Bonuses	150,000.00	SUBTOTAL			-	150,000.00			-	150,000.00	-



Equipment Rentals
& Affiliates

EQUIPMENT SALE
OAK

PAGE: 1
OUT: OAK

318 Stealth Court Livermore, California 94551-1616
Billing Inquiries: (925) 961-0130 FAX (925) 456-9827
Customer Service: 1 (800) 649-6629

CUSTOMER: CCIG
PHIL TAGAMI
300 FRANK H. OGAWA #340
OAKLAND, CA 94612

P.O. #: KEVIN BOHM
ORDERED BY: KEVIN BOHM 719-7600
JOB LOCATION: OAKLAND ARMY BASE
JOB #: CCIG

Invoice#	Date
3466074-0000	10/09/13
Date and Time Out	By
10/09/13 2:35 PM	ALAN
Date and Time In	By
Phone#	Alt Phone/Call
510-463-6364	
Account #	Fax#
CASH	000-
Drivers Lic	Payment Method
CA CCIG	

SALES ITEMS		DESCRIPTION	UNIT	PRICE	DISC. %	DISC. \$	AMOUNT CHARGED
QTY	ITEM NUMBER						
1	05203047	CC: 005-2000 10,000# 55' REACH FORKLIFT Make: CAT Model: TL1055 TIER3 Serial #: TBM00820 Serial #TBM00820 Operating weight: 34,700lbs Load Capacity: 10,000lbs Reach: 55ft Power: 125HP CAT 4.4 w/approx 1200 hours Equipment sold "As-Is" no warranty		70000.00			70000.00

TOTAL RENTAL AMOUNT	DELIVERY	PICK-UP	FUEL	TOTAL SALES ITEMS	SUB TOTAL	TAX	EQUIPMENT PROTECT./PLAN	MISC	LABOR/WEAR	
				70000.00	70000.00	9.000				
					INITIALS				TOTAL CHARGES	76300.00

Cresco Equipment Rentals agrees to be bound by the terms and conditions of the Agreement.

CRESO EQUIPMENT RENTALS:

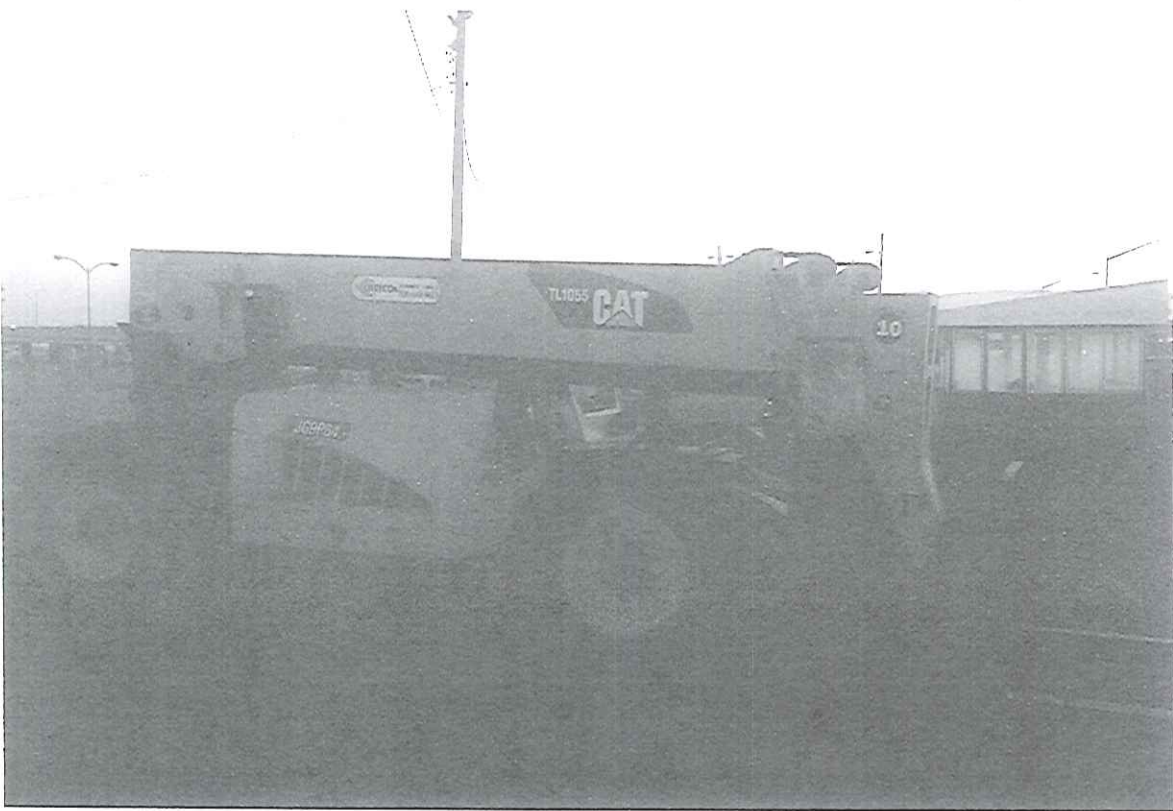
SIGNING PERSONALLY AND FOR THE CUSTOMER: DELIVERY

BY: _____

SALES AGREEMENT

[Redacted]







OAKLAND ARMY BASE

DB CONTRACT CHANGE ORDER #002

OWNER PO #005

10/22/2013





CALIFORNIA
CAPITAL & INVESTMENT
GROUP

Request Date: 10/22/13

OWNER PURCHASE ORDER

Oakland Army Base

Owner: California Capital & Investment Group
300 Frank H. Ogawa Plaza, Ste. 340
Oakland, CA 94612

Purchase Order Number: #5

Requested By: Phil Tagami

Company: ~~Alarcon Bohm~~ CCIG

Responsible Party: _____

Company: _____

Issue: _____

Description of this Purchase Order: K-Rail Purchase, 100 @ \$250.00 per unit with \$2,062.50 in tax.

Will be a Deductive Change Order

Estimated Costs:

Consultants: None

Agencies: None

Hard Costs: \$27,062.50

Vendors: ~~None~~ Pineda Machinery

Potential Total: \$27,062.50

Budget Bucket:

☐ New Cost ☒ Owner Contingency ☐ Allocation: _____ ☐ Other: _____

Unanticipated Cost? ☒ Yes ☐ No

Addition to / Credit from Construction Contract: Credit from Construction Contract

Explain: Deductive Change Order required for Construction Contract Fence Allowance Line Item # 97 of GMP

This Owner Purchase Order is to authorize costs (work, materials, or expenses) from the Soft Cost Budget, as requested above. Authorization is provided by CCIG Oakland Global, LLC ("Owner"). All costs above are estimates, and changes to Consultant Contracts shall follow the established Change Order process.

Owner Authorized: 
Phil Tagami, Managing Partner

Agency Approval: _____
Doug Cole

Date Authorized: _____

Frank Kennedy

Final Cost: _____	Payments: Check # _____ for \$ _____ to _____
Asset: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Check # _____ for \$ _____ to _____
	Check # _____ for \$ _____ to _____
	Check # _____ for \$ _____ to _____
	Check # _____ for \$ _____ to _____
	Check # _____ for \$ _____ to _____

OPO #5

OPO Tracking POW5_10_22_13

Pioneer Machinery, Inc.
 120 Pioneer Avenue
 Woodland, CA 95776
 (530) 662-1042
 (530) 662-1358 FAX



Ship To:

1-503513

RENTAL INVOICE

Sales Date:	10/9/2013 11:30 AM
Invoice Date:	10/9/2013
Payment Due:	11/8/2013
Delivery Date:	
Pickup Date:	
Order Terms:	Net 30
PO #:	
Job #:	

Customer Information

CCIG
 300 Frank H Ogawa Plaza
 Oakland, CA 94612

Ship VIA	Customer Drivers License	Work Phone #	Cell Phone #
		(555) 555-5555	

Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name			Employee Name		
322			Chris J Galloway			PAW		
Description	Qty Out	Qty. In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
K-RAIL PURCHASE	100.00					\$250.00	<input checked="" type="checkbox"/>	\$25000.00
Item ID: MISC / MISC			<-- Sale -->					

Order Terms:	
Terms: Net 30 Days.	
Customer Signature	

HOURS:
 Monday - Friday 7:00am - 5:00pm
 Saturday ON CALL
 Sundays ON CALL

Merchandise Sales:	\$25000.00
Sub Total:	\$25,000.00
Tax:	\$2062.50
Order Total:	\$27062.50
Amount Paid:	\$0.00
Amount Due:	\$27,062.50

Customer Signature





OAKLAND ARMY BASE

DB CONTRACT CHANGE ORDER #002

OWNER PO #006

10/22/2013





CALIFORNIA
CAPITAL & INVESTMENT
GROUP

Request Date: 10/22/13

OWNER PURCHASE ORDER

Oakland Army Base

Owner: California Capital & Investment Group
300 Frank H. Ogawa Plaza, Ste. 340
Oakland, CA 94612

Purchase Order Number: #6

Requested By: Phil Tagami

Company: Alarcon Bohm CGIG

Responsible Party: _____

Company: _____

Issue: _____

Description of this Purchase Order: Sunbelt Rentals 4000 watt tow behind diesel light tower for guard shack.

Will be a separate company GMP-

Estimated Costs:

Consultants: _____

Agencies: _____

Hard Costs: \$4,469.00

Vendors: Sunbelt Rentals

Potential Total: \$4,469.00

Budget Bucket:

☐ New Cost ☒ Owner Contingency ☐ Allocation: _____ ☐ Other: _____

Unanticipated Cost? ☒ Yes ☐ No

Addition to / Credit from Construction Contract: Credit from construction contract GMP

Explain: Cost of "Footing"

This Owner Purchase Order is to authorize costs (work, materials, or expenses) from the Soft Cost Budget, as requested above. Authorization is provided by CCIG Oakland Global, LLC ("Owner"). All costs above are estimates, and changes to Consultant Contracts shall follow the established Change Order process.

Owner Authorized: Phil Tagami, Managing Partner

Agency Approval: Doug Cole

Date Authorized: _____

Frank Kennedy

Final Cost: _____

Payments: Check # _____ for \$ _____ to _____

Asset: ☒ Yes ☐ No

Check # _____ for \$ _____ to _____

Check # _____ for \$ _____ to _____

Check # _____ for \$ _____ to _____

Check # _____ for \$ _____ to _____

Check # _____ for \$ _____ to _____

MONTH #	BUDGET AMOUNT	INVOICE DESCRIPTION	INVOICE DATE	DATE PAID	INVOICE TOTAL	TOTAL REMAINING	Sep-13	October-13	2013 TOTAL	TOTAL REMAINING	CHECK
CATEGORY DESCRIPTION											
PM TEAM AND QA/QC - AFTER 65% TO COMPLETION											
Project Management - AD / HEILERPONNER	2,506,191.61					2,506,191.61			-	2,506,191.61	-
		SUBTOTAL			-				-		-
Administration - AD / GRIFFIN	672,729.10					672,729.10			-	672,729.10	-
		SUBTOTAL			-				-		-
Agencies/CEQA - AD / PARK	721,539.27					721,539.27			-	721,539.27	-
		SUBTOTAL			-				-		-
Drawing Control - AD / BOSSO	568,994.67					568,994.67			-	568,994.67	-
		SUBTOTAL			-				-		-
Librarian - AD / LIU	463,190.53					463,190.53			-	463,190.53	-
		SUBTOTAL			-				-		-
Construct Doc Control - AD / MEDRUX	584,655.09					584,655.09			-	584,655.09	-
		SUBTOTAL			-				-		-
Scheduling/Minutes - AD / COLLINS	582,774.01					582,774.01			-	582,774.01	-
		SUBTOTAL			-				-		-
Database Manager - AD / WILLIAMS	63,993.60					63,993.60			-	63,993.60	-
		SUBTOTAL			-				-		-
Videographer - AD / BALL	237,109.44					237,109.44			-	237,109.44	-
		SUBTOTAL			-				-		-
Printing - AD	499,500.00					499,500.00			-	499,500.00	-
		SUBTOTAL			-				-		-
Project Manager - ROJE	941,442.00					941,442.00			-	941,442.00	-
		SUBTOTAL			-				-		-
Construction Administration - ROJE	1,234,100.00					1,234,100.00			-	1,234,100.00	-
		SUBTOTAL			-				-		-
Compliance - ROJE	495,936.00					495,936.00			-	495,936.00	-
		SUBTOTAL			-				-		-
Government Relations & Communications Manage	243,048.00					243,048.00			-	243,048.00	-
		SUBTOTAL			-				-		-
Principal - ROJE	1,007,370.00					1,007,370.00			-	1,007,370.00	-
		SUBTOTAL			-				-		-
Admin - ROJE	91,266.00					91,266.00			-	91,266.00	-
		SUBTOTAL			-				-		-
Intern - ROJE	55,104.00					55,104.00			-	55,104.00	-
		SUBTOTAL			-				-		-
INSPECTIONS											
Air Monitoring - Northgate	1,070,000.00					1,070,000.00			-	1,070,000.00	-
		SUBTOTAL			-				-		-
Effluent Line Testing - HDR	200,000.00					200,000.00			-	200,000.00	-
		SUBTOTAL			-				-		-
Wharf Pile Load Testing - Kleinfelder	59,400.00					59,400.00			-	59,400.00	-
		SUBTOTAL			-				-		-
Kleinfelder Geotech During Construction	100,000.00					100,000.00			-	100,000.00	-
		SUBTOTAL			-				-		-
Wharf de/reconstruction for pile testing	200,000.00					200,000.00			-	200,000.00	-
		SUBTOTAL			-				-		-
NON CITY OF OAKLAND PERMITS & FEES	1,119,906.40					1,119,906.40		254,649.35	254,649.35	1,165,257.65	-
		SUBTOTAL			254,649.35						-
OWNER'S CONTINGENCY	6,548,751.90					6,548,751.90	1,350,000.00	-	1,350,000.00	5,198,751.90	-




INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	42591028-001
ACCOUNT NUMBER	472856
INVOICE DATE	10/18/13
PAGE 1	

INVOICE TO
ALARCON BOHM CORP
1315 16TH ST
PO BOX 24301
OAKLAND, CA 94623

JOB ADDRESS
MARITIME OAKLAND
MARITIME
MARITIME
BURMA
OAKLAND, CA 94607
C#: 510-893-4405 J#: 510-893-4405

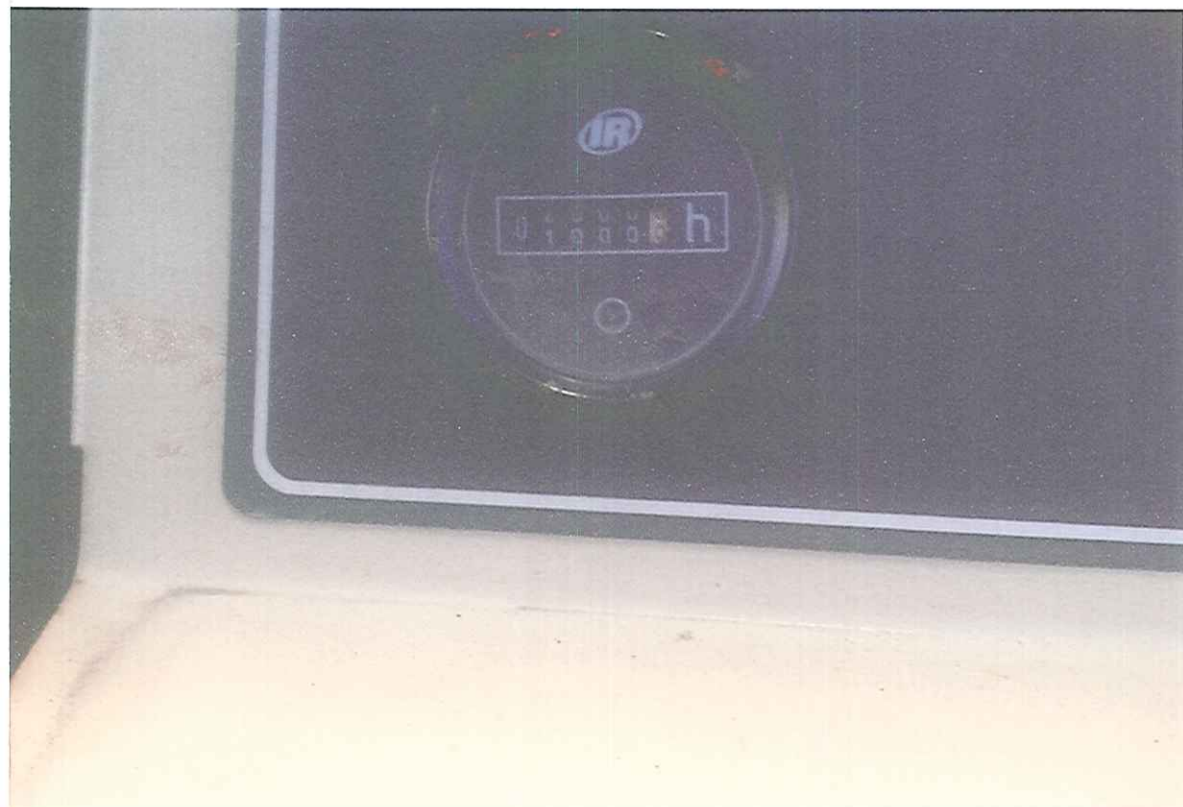
RECEIVED BY BOHM, KEVIN	CONTRACT NUMBER 42591028
PURCHASE ORDER NUMBER NR	
JOB NUMBER 1 - MARITIME	
BRANCH 397 RICHMOND PC397 2800 GOODRICK AVE RICHMOND, CA 94801-1112 510-621-0002	

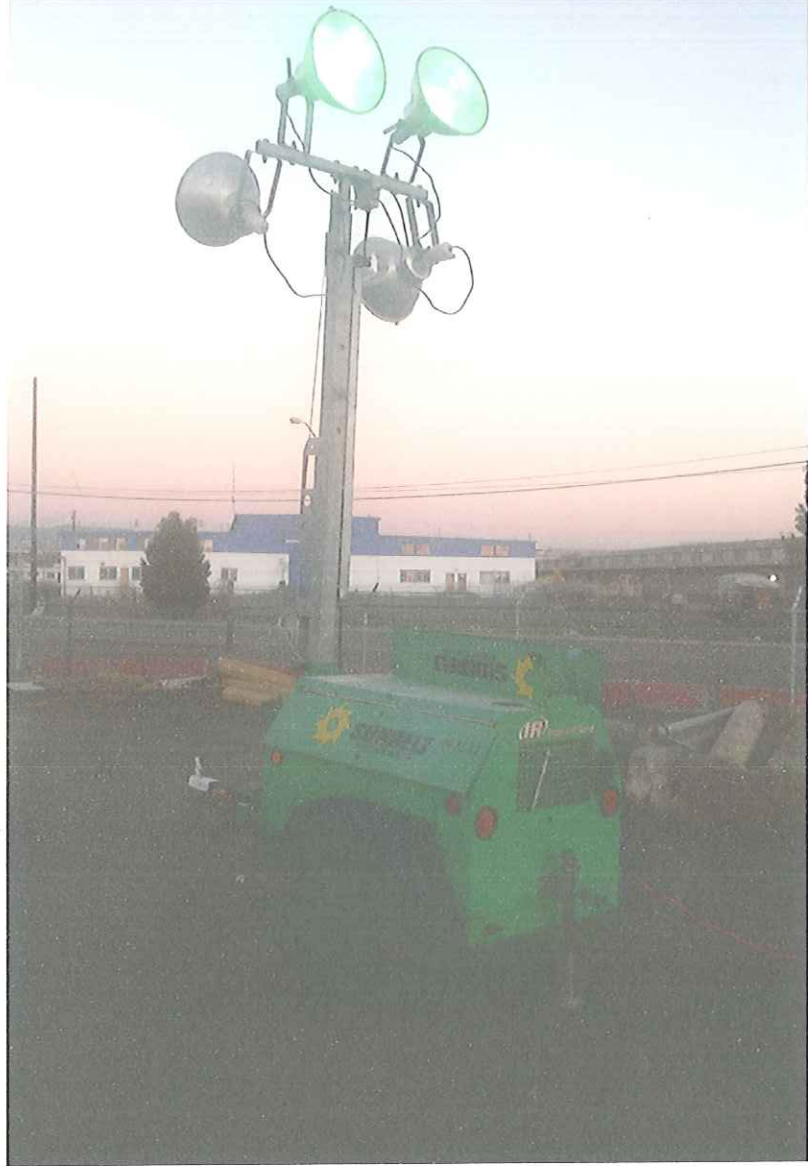
Qty	Equipment #	Price	Amount
1.00	163792 CC: 012-0410 4000 WATT DSL 6KW NARROW LIGHT TOWER Make: IR Model: LIGHT SOURCE IR, LIGHT SOURCE, 4000 WATT TOWBEHIND DIESEL LIGHT TOWER When customer is a buyer of equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange.	4100.00 Year: 2007 Mi/Hr: 2000.100 Serial #: 387612UFR13	4100.00
 Kevin Bohm 10/18/13 OAB Gaurd Shack			

NET DUE UPON RECEIPT

EQUIPMENT SALE

SUBTOTAL	4100.00
TAX	369.00
INVOICE TOTAL	4469.00





OAKLAND ARMY BASE

DB CONTRACT CHANGE ORDER #002

ASI # 011
10/23/2013



Construction Management Architect's Supplemental Instructions



ASI Number 011
Project Number OAB02
Project Name OAKLAND ARMY BASE - OAKLAND
Location Oakland, CA
Phase Horizontal Phase 1 - Construction
Goal ASIs - Construction Packages
Manager James Heilbronner
Contractor Architectural Dimensions

Description (From Issue)	Issue Start Date
Fencing credit for OPO #004	10/23/2013
Architect's Instructions	Date
You are hereby authorized to reduce the fencing allowance (line 97 in the GMP) by \$76,300.00, which will be transferred to "below the line" soft costs into Owner's Contingency to use for Owner Purchase Order #004 (attached). This reduction will be executed in Change Order #002.	10/23/2013

OAKLAND ARMY BASE

DB CONTRACT CHANGE ORDER #002

ASI # 012
10/23/2013



Construction Management Architect's Supplemental Instructions



ASI Number 012
Project Number OAB02
Project Name OAKLAND ARMY BASE - OAKLAND
Location Oakland, CA
Phase Horizontal Phase 1 - Construction
Goal ASIs - Construction Packages
Manager James Heilbronner
Contractor Architectural Dimensions

Description (From Issue)	Issue Start Date
Fencing Credit for OPO #005	10/23/2013
Architect's Instructions	Date
You are hereby authorized to reduce the fencing allowance (line 97 in the GMP) by \$27,062.50, which will be transferred to "below the line" soft costs into Owner's Contingency to use for Owner Purchase Order #005 (attached). This reduction will be executed in Change Order #002.	10/23/2013

OAKLAND ARMY BASE

DB CONTRACT CHANGE ORDER #002

ASI # 013
10/23/2013



Construction Management

Architect's Supplemental Instructions



ASI Number 013
Project Number OAB02
Project Name OAKLAND ARMY BASE - OAKLAND
Location Oakland, CA
Phase Horizontal Phase 1 - Construction
Goal ASIs - Construction Packages
Manager James Heilbronner
Contractor Architectural Dimensions

Description (From Issue)	Issue Start Date
Fencing credit for OPO #006	10/23/2013

Architect's Instructions	Date
You are hereby authorized to reduce the fencing allowance (line 97 in the GMP) by \$4,469.00, which will be transferred to "below the line" soft costs into Owner's Contingency to use for Owner Purchase Order #006 (attached). This reduction will be executed in Change Order #002.	10/23/2013

OAKLAND ARMY BASE

DB CONTRACT CHANGE ORDER #002

EMAILS / CORRESPONDENCE



**EXHIBIT B TO STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

COST OF THE WORK

(AIA A141 Exhibit B, Cost of the Work, attached)



Handwritten signatures in purple ink:
V3
Bry
RL

AIA[®] Document A141[™] – 2004 Exhibit B

Determination of the Cost of the Work

for the following PROJECT:
(Name and location or address)

See Exhibit D to the Agreement.

THE OWNER:
(Name, legal status and address)

California Capital & Investment Group, Inc.,
a California corporation
300 Frank H. Ogawa Plaza, Suite 340
Oakland, CA 94612
Attn: Phil Tagami
(510) 834-5380 (Fax)

THE DESIGN-BUILDER:
(Name, legal status and address)

Turner/Goodfellow Top Grade/Flatiron, A Joint Venture
1111 Broadway, Suite 2100
Oakland, CA 94607
Attn: Kavinder Singh
(510) 267-0787 (Fax)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

ARTICLE B.1 GUARANTEED MAXIMUM PRICE

§ B.1.1 The Guaranteed Maximum Price is One Hundred Fifty Million Two Hundred Twenty-Seven Thousand Eight Hundred Fifty Dollars (\$150,227,850.00). Attached as Exhibit B-1 is a cost breakdown of the Guaranteed Maximum Price, allocating costs to design and construction, including all Allowance items.

(Paragraphs deleted)

ARTICLE B.2 COSTS TO BE REIMBURSED

§ B.2.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in this Article B.2.

§ B.2.2 LABOR COSTS

§ B.2.2.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's written approval, at off-site locations.

§ B.2.2.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site with the Owner's written approval.

§ B.2.2.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ B.2.2.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections B.2.2.1 through B.2.2.3.

§ B.2.3 CONTRACT COSTS

§ B.2.3.1 Payments made by the Design-Builder to Contractors in accordance with the requirements of their contracts properly entered into pursuant to the requirements of this Agreement.

§ B.2.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ B.2.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ B.2.4.2 Costs of materials described in the preceding Section B.2.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ B.2.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ B.2.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Design-Builder at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Design-Builder. The basis for the cost of items previously used by the Design-Builder shall mean the fair market value.

§ B.2.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

§ B.2.5.3 Costs of removal of debris from the site.

§ B.2.5.4 Cost of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ B.2.5.5 That portion of the reasonable expenses of the Design-Builder's personnel incurred while traveling in discharge of duties connected with the Work, which expenses have been approved, in writing and in advance, by Owner.

§ B.2.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in writing and in advance by the Owner.

§ B.2.6 DESIGN AND OTHER CONSULTING SERVICES

§ B.2.6.1 Compensation, including fees and reimbursable expenses, paid by the Design-Builder for design and other consulting services required by the Design-Build Documents.

§ B.2.7 MISCELLANEOUS COSTS

§ B.2.7.1 That portion of insurance and bond premiums that can be directly attributed to this Design-Build Contract and are not covered by the OCIP. Any Sub-Guard insurance deductibles are not Cost of the Work.

§ B.2.7.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

§ B.2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ B.2.7.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or non-conforming Work for which reimbursement is excluded by Section A.13.5.3 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.13.5.3.

§ B.2.7.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section A.3.16.1 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ B.2.7.6 Data processing costs related to the Work.

§ B.2.7.7 Deposits lost for causes other than the Design-Builder's, Contractor's or the Subcontractors' negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Design-Build Documents.

§ B.2.7.8 [Intentionally Deleted]

§ B.2.7.9 [Intentionally Deleted]

§ B.2.8 OTHER COSTS AND EMERGENCIES

§ B.2.8.1 Other costs incurred in the performance of the Work if and to the extent approved in advance and in writing by the Owner.

§ B.2.8.2 Costs due to emergencies (not caused by Design-Builder, Contractor or the Subcontractors of every tier) incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section A.10.6 of Exhibit A, Terms and Conditions.

§ B.2.8.3 Cost of repairing or correcting damaged or non-conforming Work executed by the Design-Builder, Contractors, Subcontractors or suppliers, provided that such damaged or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder, Contractors, Subcontractors or suppliers

and only to the extent that the cost of repair or correction is not recoverable by the Design-Builder from insurance, sureties, Contractors, Subcontractors or suppliers.

ARTICLE B.3 COSTS NOT TO BE REIMBURSED

§ B.3.1 The Cost of the Work shall not include:

§ B.3.1.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Sections B.2.2.2 and B.2.2.3.

§ B.3.1.2 Expenses of the Design-Builder's principal office and offices other than the site office.

§ B.3.1.3 Overhead and general expenses, except as may be expressly included in Article B.2 of this Exhibit.

§ B.3.1.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

§ B.3.1.5 Rental costs of machinery and equipment, except as specifically provided in Section B.2.5.2.

§ B.3.1.6 Except as provided in Section B.2.8.3 of this Agreement, costs due to the negligence or failure of the Design-Builder to fulfill a specific responsibility of the Design-Builder, Contractors, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

§ B.3.1.7 Any cost not specifically and expressly described in Article B.2, Costs to be Reimbursed.

§ B.3.1.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price, if any, to be exceeded.

§ B.3.1.9 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.

§ B.3.1.10 Notwithstanding anything in the Design-Build Contract to the contrary (including without limitation, Section B.2), following any Personnel Change as described in Exhibit K (as such may be amended due to replacements implemented), the cost of salaries and other compensation payable to each replacement personnel for the first ninety (90) days of their employment or engagement by Design-Builder.

ARTICLE B.4 DISCOUNTS, REBATES AND REFUNDS

§ B.4.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured.

§ B.4.2 Amounts that accrue to the Owner in accordance with the provisions of Section B.4.1 shall be credited to the Owner as a deduction from the Cost of Work.

ARTICLE B.5 CONTRACTS AND OTHER AGREEMENTS OTHER THAN FOR DESIGN PROFESSIONALS HIRED BY THE DESIGN-BUILDER

§ B.5.1 Those portions of the Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed by others under contracts or by other appropriate agreements with the Design-Builder. The process for procuring subcontractors is set forth in Section A.5.5.2 of Exhibit A.

§ B.5.2 Contracts or other agreements shall conform to the applicable requirements of the Design-Build Documents, including without limitation, prevailing wages, competitive bidding, local hiring, and the payment provisions of this Design-Build Contract, and shall not be awarded on the basis of cost plus a fee without the Owner's prior consent.

(Paragraphs deleted)

ARTICLE B.6 [Intentionally Deleted].

ARTICLE B.7 DESIGN-BUILDER'S FEE

§ B.7.1 The Design-Builder's Fee shall be five percent (5%) of the Cost of the Work. The cost of insurance and bond premiums, permits, fees and taxes as set forth in Section B.2.7 shall not be included in the Cost of the Work for the purposes of calculating the Design-Builder's Fee. For additive changes to the Work, the Design-Builder's Fee shall be:

(i) five percent (5%) of the cost of the change order work for alternates 01 through 07 described in Exhibit B-1 ("Soils Alternates") provided such Soils Alternatives are implemented prior to the applicable dates described in Exhibit B-1;

(ii) seven and one-half percent (7.5%) of the cost of the change order work for any Self-Performed Work added by Change Order; and

(iii) ten percent (10%) of the cost of any change order work not covered in clauses (i) and (ii), above.

The prices for the Soils Alternates shown in Exhibit B-1 (a) include the five percent (5%) additional fee for such change order work, and (b) remain in effect through the applicable dates described in Exhibit B-1.

For deductive changes to the Work, the Guaranteed Maximum Price shall be further reduced by five percent (5%) of the cost of the deductive change.

Sarah Griffin

From: Sarah Griffin
Sent: Wednesday, October 23, 2013 2:21 PM
To: Laura Nasca; Phil Tagami
Cc: James Heilbronner
Subject: GMP Change Order 002

Laura,

Per our meeting with Jim and Phil a few minutes ago, please send PDFs of OPO #4, 5, and 6 as backup for GMP Change Order #002, which will be a credit against the fencing allocation line item.

Thank you,
~Sarah

Sarah Griffin, Project Administrator



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