# DB CONTRACT CHANGE ORDER # 002 10/23/2013





#### **CHANGE ORDER**

PROJECT: Oakland Army Base	CHANGE OF	RDER NUMBER: 002
Oakland, California	DATE: 10/2	23/2013
TO CONTRACTOR:	CONTRACT	DATE: 10/16/2013
Turner / Goodfellow Top Grade / Flatiron, A	Joint Venture CONTRACT	FOR: Oakland Army Base Redevelopment Project
1111 Broadway, Suite 2100 Oakland, CA 94607	CONTRACT	START DATE:
		COMPLETION DATE: 01/30/2018
THE CONTRACT IS CHANGED AS FOL	LOWS:	
The original contract sum was The net change by previously authorized The Contract Sum prior to this Change O The Contract Sum will be adjusted by the The new Contract sum including this Cha	rder was Change Order in the amount of	\$\frac{150,227,850.00}{600,000.00}\$ \$\frac{150,827,850.00}{\$<113,223.08>}\$ \$\frac{150,714,626.92}{\$}
The Contract Time will be increased by _ The date of Substantial Completion as of	zero calendar days. the date of this Change Order therefore	is 01/30/2018
		transferred to soft costs into Owner's Contingency
to use for Owner Purchase Orde	ers #004, 005, and 006 (attached) in the amo	ount of <\$107,831.50>. Per section B.7.1 of the DB
		uilder's Fee) in the amount of <\$5,391.58>. This
results in a total reduction of <\$		
POSITION A LOCAL TOGGOSTON OF	TO, ZZO. OG TION THO ONT .	CALLED THE STATE OF STATE
NOT VALID UNTIL SIGNED BY THE O	WNER'S REPRESENTATIVE, OWNER,  California Capital & Investment grou	CONTRACTOR, & CITY (IF REQUIRED).  Turner / Goodfellow Top Grade /
Architectural Dimensions	Inc., a California corporation	Flatiron, A Joint Venture
OWNER'S REP	OWNER	CONTRACTOR
300 Frank H. Ogawa Plaza, Ste. 375 Oakland, CA 94612	300 Frank H. Ogawa Plaza, Ste. 340 Oakland, CA <sub>1</sub> 94612	0 1111 Broadway, Ste. 2100 Oakland, CA 94612
ADDRESS	ADDRESS	Laurales ling
er (Signature)	BY (Signature)	BY (Signature)
James Agilbronner	Phil Tagami	Kavinder Singh
10/08/13.	DATE 10 23 13	10 28 2013
FOR CHANGE ORDERS OVER \$50,000		•
DV (Single Wood)	10/24/12 DATE	<b>→</b> .
BY (Signature) DOUG COLE	DATE	

**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.

### **DB CONTRACT CHANGE ORDER #002**

# OWNER PO #004 10/22/2013



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 Botim CC16
Responsible Party:	
Issue:	
Description of this Purchase Order:10,000# CA	
WILL BE A DEPUTE	compto Gue- GC's.
Estimated Costs: Live rem 9  Consultants: Nove	comp to GMP- GCS. 4- "Ferrisas" = \$1,683,3030
Agencies: Vive	
Hard Costs: \$76,300.00 Posts	WHASE BY CCIES
Potential Total: \$76,300.00	OUT OF OUNCE CAPILLEY"
Budget Bucket:	
New Cost X Owner Contingency	Allocation: Other:
Unanticipated Cost? X Yes No	
Addition to / Credit from Construction Contract:	Credit from Construction Contract
Explain:Deductive Change Order required for Co	
This Owner Purchase Order is to authorize cost	ts (work, materials, or expenses) from the Soft Cost Budget, as CIG Oakland Global, LLC ("Owner"). All costs above are estimates,
Owner Authorized: Phil Tagami, Managing Partne	Agency Approval:  Doug Cole
•	
Date Authorized:	Frank Kennedy
	nents: Check # for \$ to Check # for \$ to
Asset: X Yes No	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	INVOICETOTAL	TOTAL REMAINING	Sep-13	October/13	2013 TOTAL	TOTAL REMAINING	4
PM TEAM AND QA/QC - AFTER 65% TO COMPLETION Project Management - AD / HEILERONNER	2,506,191.61					2,506,191.61				2,506,191.61	
Administration - AD / GRIFFIN	672,729.10	SUBTOTAL				672,723.10			2	672,729.10	
Agencles/CEQA -AD / PARK	721,539.27	SUBTOTAL		1		721,539.27				721,539.27	
	568,994.67	SUBTOTAL								2.50	
Drawing Control - AD / ROSSO		SUBTOTAL			(4)	568,994.67				568,994.67	
Librarian - AD / LIU	463,190.53	SUBTOTAL	-	_	-	463,190.53				463,190.53	1
Construct Doc Control - AD / HEDRIX	584,655.09	SUBTOTAL				584,655.09				584,655.09	
Scheduling/Minutes - AD / COLUNS	592,774.61					582,774.01				582,774.01	
Database Manager - AD / WILLIAMS	63,993.60			-	-	63,993.60			*	63,993.60	
Videographer - AD / BALL	237,109.44	SUBTOTAL				237,109.44				237,109.44	
Frinting - AD	499,500.00	SUBTOTAL		-		499,500.00				499,500.00	
		SUBTOTAL								1982(00/55	
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	1
Compliance - ROJE	495,936.00	SUBTOTAL				495,936.00				495,935.00	
Government Relations & Communications Manag	243,045.00	100000000000000000000000000000000000000				243,048.00				243,048.00	
Principal - ROJE	1,007,370.00	SUBTOTAL				1,007,370.00				1,007,370.00	
Admin-ROJE	91,265.00	SUBTOTAL				91,266.00				91,265.00	
		SUBTOTAL									
Intern - ROJE	55,104.00	SUBTOTAL				55,104.00				55,104.00	
NSPECTIONS Air Monitoring - Northgate	1,070,000.00					1,070,000.00			(*)	1,070,000.00	
Effluent Line Testing - HDR	200,000.00	SUBTOTAL				200,000.00				200,000.00	
5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5		SUBTOTAL									
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		٨	(*)	100,000.00	
Wharf defreconstruction for pile testing	200,000.00	SUBTOTAL				200,000.00			100	200,000.00	
ION CITY OF OAKLAND PERMITS & FEES	1,419,906.40					1,165,257.05		254,649.35	254,649.35	1,165,257.05	
PANER'S CONTINGENCY	6,548,751.90	SUBTOTAL			254,649.35	5,198,751.90	1,350,000.00	8	1,350,000.00	5,198,751.90	
ITILITY REIMBURSEMENT ESTIMATE	(4,916,252.00)	SUBTOTAL			1,350,000.00	(4,916,252.00)				(4,916,252.00)	
WNER'S GENERAL REQUIREMENTS		SUBTOTAL								1037/10	
Rail East of Wake Ave Per Edge Condition Settleme	1,783,000.00					1,783,000.00				1,783,000.00	
Felmbursable	\$10,000.00	SUBTOTAL	2			733,700.00		76,300.00	76,300.00	733,700.00	(1) Salari
and the second s		Cresco Grade-all 10,000# 55' Reach Fo	10/9/13	10/23/13	76,300.00			511 <b>4</b> .00.5.2501			
Williams Adley	215,000.00	SUBTOTAL			76,300.00	215,000.00		- E	(a)	216,000.00	
		SUBTOTAL							9	1,0000-10,00	
Attorneys	250,000.00	SUBTOTAL				250,000.00		-	*	250,000.00	
Accounting	\$50,000.00	SUBTOTAL				550,000.00		•	340	550,000.00	
Site Security	750,000.00	SOBIOTAL			-	750,000.00			:*:	750,000.00	
Vehicle Purchase	75,000.00	SUBTOTAL		-		75,000.00				75,000.00	
Vehicle Costs (Fuel, Ins., & Feg.)		SUBTOTAL						1 5-2			
	60,000.00	SUBTOTAL				60,000.00		950	370	60,000.00	
Superintendent Bonuses	159,000.00	SUBTOTAL				150,000.00		100	121	150,000.00	1
City project share of CEQA offsite	600,000.00					600,000.00		196		600,000.00	
TTY ENGINEERING/EKA		SUBTOTAL						- 4			
lasses for Construction	295,022.25	SHRITOTAL				295,022.25				295,022.25	
Field Design Changes	166,549.00	SUBTOTAL				166,549.00				166,549.00	,
Project OAC Meeting & Submittal Peview	\$\$3,500.00	SUBTOTAL			•	\$\$3,500.00				553,500.00	
		SUBTOTAL				7057902902			.e		
DOITIONAL INSPECTIONS AS PER FXA	600,000.00					600,000.00				600,000.00	2000
D PARTY CONSTRUCTION INSPECTIONS		SUBTOTAL								1,400,000.00	
	1,400,000.00					1,400,000.00			•		
TY TRUCK PARKING COSTS	1,400,000.00	SUBTOTAL				1,400,000.00		٠		1,500,000.00	
						1,500,000.00				Environment Control	
TY TRUCK PARKING COSTS  TY OF OAKIAND, PROJECT MANAGEMENT TEAM  THE VALUE EPOMS SECONTRACTORS.	1,500,000.00 3,300,000.00	SUBTOTAL				1,500,000.00 3,300,000.00		*	a *	3,300,000.00	
TY OF OAXLAND, FROJECT MANAGEMENT TEAM  IF VALUE FROM SUBCONTRACTORS	1,500,000.00	SUBTOTAL SUBTOTAL				1,500,000.00		œ	a	Environment Control	
IT OF OAXLAND, FROJECT MANAGEMENT TEAM  IP VALUE FROM SUBCONTRACTORS  IP, provided by City	1,500,000.00 3,300,000.00 1,443,672.00	SUBTOTAL SUBTOTAL SUBTOTAL				1,500,000.00 3,300,000.00 1,449,672.00		<b>©</b>	a *	3,300,000.00 1,449,672.00	
TY OF OAALAND, FRONCET MANAGEMENT TEAM  IP VALUE FROM SUBCONTRACTORS  JR, provided by CRy  General Usbilly / Workers Compensation	1,500,000.00 3,300,000.00 1,443,672.00 1,058,370.00	SUBTOTAL SUBTOTAL SUBTOTAL				1,500,000.00 3,300,000.00 1,449,672.00 1,058,370.00		·	a *	3,300,000.00 1,449,672.00 1,058,370.00	
TY OF OAALAND, PROJECT MANAGEMENT TEAM  IP VALUE FROM SUBCONTRACTORS  IP, provided by City  General Liability / Workers Compensation  Frimary Loss Fund	1,500,000.00 3,300,000.00 1,449,672.00 1,058,370.00 934,453.00	SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL				1,500,000.00 3,300,000.00 1,449,672.00 1,658,370.00 931,483.00		~	a *	3,300,000.00 1,449,672.00 1,059,370.00 934,483.00	
TY OF CAMUAND, FROMET MANAGEMENT TEAM  IP VALUE FROM SUBCONTRACTORS  IP, provided by City  General Upbility / Workers Compensation	1,500,000.00 3,300,000.00 1,443,672.00 1,058,370.00	SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL				1,500,000.00 3,300,000.00 1,449,672.00 1,058,370.00		0	a *	3,300,000.00 1,449,672.00 1,058,370.00	
TY OF OAALAND, PROJECT MANAGEMENT TEAM  IP VALUE FROM SUBCONTRACTORS  IP, provided by City  General Liability / Workers Compensation  Frimary Loss Fund	1,500,000.00 3,300,000.00 1,449,672.00 1,058,370.00 934,453.00	SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL				1,500,000.00 3,300,000.00 1,449,672.00 1,658,370.00 931,483.00			* * *	3,300,000.00 1,449,672.00 1,059,370.00 934,483.00	
TY OF GAMLANO, PROJECT MANAGEMENT TEAM  TO VALUE FROM SUCCONTRACTORS  TOP, provided by City  General Liability / Workers Compensation  Primary Loss Fund  Excess Liability	1,500,000.00 3,300,000.00 1,449,672.00 1,058,370.00 938,483.00 750,000.00	SUBTOTAL				1,500,000.00 3,300,000.00 1,449,672.00 1,658,370.00 934,483.00 750,000.00			* * *	3,300,000.00 1,449,672.00 1,058,370.00 934,483.00 750,000.00	
TY OF OALLAND, PROJECT MANAGEMENT TEAM  OF VALUE FROM SUCCONTRACTORS  DP, provided by City  General librility / Workers Compensation  Frimary Loss Fund  Excess Librility  Fellution Librility  Palitroad Protective	1,500,000.00 3,800,000.00 1,449,671.00 1,058,370.00 934,491.00 752,000.00 279,300.00 50,000.00	SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL				1,500,000.00 1,449,672.00 1,649,672.00 1,054,379.00 931,483.00 750,000.00 279,300.00 59,000.00		۰	* * *	3,300,000.00 1,449,672.00 1,059,370.00 934,483.00 750,000.00 279,300.00	
TY OF OALLAND, PROJECT MANAGEMENT TEAM  OF VALUE FROM SURCONTRACTORS  OP, provided by City General Ubbility / Workers Companisation  Frimary Loss Fund  Excess Ubbility  Follotion Uability  Pallotion Tractive  OOP Administration & Safety Service Fees	1,500,000.00 3,800,000.00 1,449,671.00 1,058,370.00 934,481.00 750,000.00 279,300.00 50,000.00	SUBTOTAL				1,500,000.00 1,449,672.00 1,649,672.00 1,659,379.00 191,483.00 750,000.00 279,300.00 59,000.00		۰	* * *	3,300,000.00 1,449,672.00 1,059,370.00 934,433.00 750,000.00 279,300.00 50,000.00	
TO FOAMLAND, PROJECT MANAGEMENT TEAM  DP VALUE FROM SUBCONTRACTORS  DP, provided by City  General USBy   Workers Compensation  Frimary Loss Fund  Excess Usblitey  Fellution Usblitey  Railroad Protective	1,500,000.00 3,800,000.00 1,449,671.00 1,058,370.00 934,491.00 752,000.00 279,300.00 50,000.00	SUBTOTAL				1,500,000.00 1,449,672.00 1,649,672.00 1,054,379.00 931,483.00 750,000.00 279,300.00 59,000.00			* * *	3,300,000.00 1,449,672.00 1,059,370.00 934,483.00 750,000.00 279,300.00	
TY OF OALLAND, PROJECT MANAGEMENT TEAM  OF VALUE FROM SURCONTRACTORS  OP, provided by City General Ubbility / Workers Companisation  Frimary Loss Fund  Excess Ubbility  Follotion Uability  Pallotion Tractive  OOP Administration & Safety Service Fees	1,500,000.00 3,800,000.00 1,449,671.00 1,058,370.00 934,481.00 750,000.00 279,300.00 50,000.00	SUBTOTAL				1,500,000.00 1,449,672.00 1,649,672.00 1,659,379.00 191,483.00 750,000.00 279,300.00 59,000.00				3,300,000.00 1,449,672.00 1,059,370.00 934,433.00 750,000.00 279,300.00 50,000.00	
TY OF OALLAND, PROJECT MANAGEMENT HAM  DP VALUE FROM SUBCONTRACTORS  DP, provided by Chy  General Libbility / Workers Compensation  Frimary Loss Fund  Excess Libbility  Follotion Liability  Palloted Protective  OOP Administration & Safety Service Frees  OPPI	1,500,000.00  3,800,000.00  1,449,672.00  1,058,370.00  934,483.00  750,000.00  279,300.00  50,000.00  109,716.00	SUBTOTAL				1,500,000.00 1,440,672.00 1,643,672.00 1,653,372.00 275,000.00 279,000.00 55,000.00 159,775.00				3,300,000.00 1,449,672.00 1,059,370.00 931,483.00 750,000.00 279,300.00 50,000.00 656,997.00	
TY OF OAMLAND, PROJECT MANAGEMENT TEAM  DP VALUE FROM SURCONTRACTORS  DP, provided by Gity  General Usbillity / Workers Compensation  Primary Loss Fund  Excess Usbillity  Fellution Usbillity  Pallicead Protective  OOP Administration & Safety Service Fees  OVII  Blanket Occupational (AOBO)	1,500,000.00 3,300,000.00 3,443,672.00 3,653,370.00 934,433.00 750,000.00 279,300.00 50,000.00 109,716.00 17,533.00	SUBTOTAL				1,500,000.00 1,443,672.00 1,643,672.00 1,654,372.00 279,000.00 279,000.00 50,000.00 109,716.00				3,300,000.00 1,449,672.00 1,059,370.00 934,433.00 759,000.00 50,000.00 656,997.00 109,716.00	
TY OF OAMLAND, PROJECT MANAGEMENT TEAM  DP VALUE FROM SURCONTRACTORS  DP, provided by Gity  General Usbillity / Workers Compensation  Primary Loss Fund  Excess Usbillity  Fellution Usbillity  Pallicead Protective  OOP Administration & Safety Service Fees  OVII  Blanket Occupational (AOBO)	1,500,000.00 3,300,000.00 3,443,672.00 3,653,370.00 934,433.00 750,000.00 279,300.00 50,000.00 109,716.00 17,533.00	SUBTOTAL  SUBTOTAL				1,500,000.00 1,443,672.00 1,643,672.00 1,654,372.00 279,000.00 279,000.00 50,000.00 109,716.00		180,000.00		3,300,000.00 1,449,672.00 1,059,370.00 934,433.00 759,000.00 50,000.00 656,997.00 109,716.00	
TY OF OAMLAND, PROJECT MANAGEMENT TEAM  OF VALUE FROM SURCONTRACTORS  DP, provided by Chy  General Libritisy   Workers Compensation  Frimary Loss Fund  Excess Libritisy  Felloution Usbitisy  Railroad Protective  OOP Administration & Safety Service Fees  OPPI  Blanket Corrupational (AD&O)  Builden Risk	1,500,000.00 1,449,671.00 1,658,370.00 934,681.00 750,000.00 279,350.00 50,000.00 109,716.00 17,533.00 265,6971.00	SUBTOTAL  SUBTOTAL	10.14.13	10/17/13		1,500,000.00 1,449,672.00 1,449,672.00 1,654,370.00 934,483.00 750,000.00 279,300.00 59,000.00 109,716.00 117,933.00 117,933.00				3,300,000.00 1,449,672.00 1,058,370.00 934,483.00 750,000.00 279,300.00 50,000.00 656,997.00 109,716.00 17,933.00 265,660.00	



#### **EQUIPIVIENT 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. #: ORDERED BY:

JOB #:

KEVIN BOHM

**KEVIN BORM 719-7600** 

JOB LOCATION: OAKLAND ARMY BASE

CCIG

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

SALES ITEMS		DESCRIPTION	UNIT PRIC		DISC. %	DISC. \$	AMOUNT CHARGED
YTC	ITEM NUMBER	DEGGIN HOW			J		
1	05203047	CC: 005-2000		70000.00	)		70000.0
	N SCHOOL IN 18 10 OC. II	10,000# 55' REACH FORKLIFT	\$				
		Make: CAT Model: TL1055	j . 7	TER3	Serial #	: TBMO	0820
		Serial #TBM00820					
		Operating weight: 34,7001bs					
		Load Capacity: 10,0001bs	s				
		Reach: 55ft					_
		Power: 125HP CAT 4.4 W/approx 1	1200 h	lours			
		Equipment sold "As-Is" no warra					

	LABOR/ WEAR	MISC	EQUIPMENT PROTECT./PLAN	TAX	SUB TOTAL	TOTAL SALES ITEMS	FUEL	PICK-UP	DELIVERY	TOTAL RENTAL AMOUNT
			- E	9.000	70000.00	70000.00				
76300.00	TOTAL CHARGES				INITIALS				-	
				100						

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

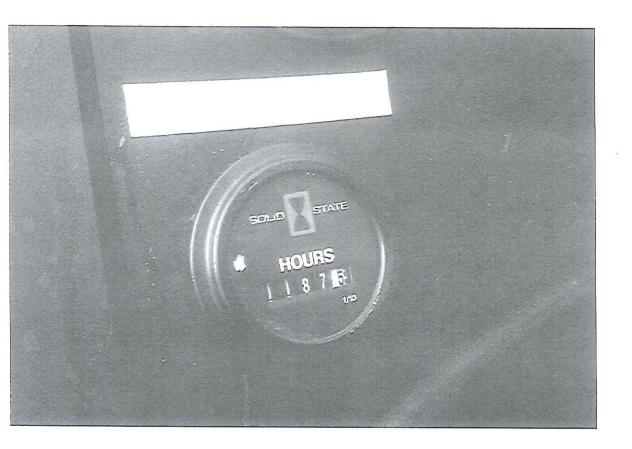
CRESCO EQUIPMENT RENTALS:

125	
RY:	

SIGNING PERSONALLY AND FOR THE CUSTOMER:

DELIVERY

A 11		
C 10 11	ECA	AGREEMENT
2011	12	







### **DB CONTRACT CHANGE ORDER #002**

OWNER PO #005 10/22/2013



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 CC16
Responsible Party:	Company:
Issue:	
Description of this Purchase Order: K-Rail Purchase, 1	100 @ \$250.00 per unit with \$2,062.50 in tax.
WILL GE A PEDENE	Chrycham Gue
Estimated Casts	
Consultants: Vove	
Agencies: Wswe	
Hard Costs: \$27,062.50	
	2
Vendors:	Visuel MAChay.
Potential Total: \$27,062.50	<u> </u>
Budget Bucket:	
New Cost X Owner Contingency Al	location: Other:
	other:
Unanticipated Cost? X Yes No	
Addition to / Credit from Construction Contract: Cred	lit from Construction Contract
Explain: Deductive Change Order required for Constru	ction Contract Fence Allowance Line Item # 97 & G
This Owner Purchase Order is to authorize costs (wo requested above. Authorization is provided by CCIG Oa and changes to Consultant Contracts shall follow the es	ork, materials, or expenses) from the Soft Cost Budget, as akland Global, LLC ("Owner"). All costs above are estimates,
Owner Authorized: Phil Tagam, Managing Partner	Doug Cole
Date Authorized:	Frank Kannada
	Frank Kennedy
Final Cost: Payments:	A CONTRACTOR OF THE PARTY OF TH
Asset: X Yes No	Check # for \$ to Check # for \$ to
	Check # for \$ to
	Check # for \$ to
	Check# for \$ to

MONTH#	march there	MAJORE DESCRIPTION	BANDIO DIN	OMERIC	PROPERTORN	TOTAL PENALDUNG	Sep-13 October-1	2013 FOI AL	TOTAL REMAINING	1
CATEGORY DESCRIPTION  PM TEAM AND GA/OC - AFTER 65% TO COMPLETION	BUOGET AMOUNT	INVOICE DESCRIPTION	NAMOJEE DYLE	DATEPAID	IMORE TOTAL	A STATE OF THE STA	Sep-13 October-1			1 "
Project Management - AD / HEILBRONNER	2,506,191.61	SURTOTAL			(94)	2,506,191.61			2,506,191.61	
Administration - AD / GRIFFIN	672,729.10	SUBTOTAL				672,729.10		(5)	672,729.10	
Agencies/CEQA-AD / PARX	721,539.27					721,539.27			721,539.27	
Drawing Control - AD / ROSSO	568,594.67	SUSTOTAL			•	568,994.67		540	568,994.67	
Librarian - AD/LIU	463,190.53	SUBTOTAL				463,190.53		529	463,190.53	
Construct Doc Control - AD / HEDRIX	384,655.09	SUBTOTAL				584,655.09			584,655.09	
Contract por Consort As / Record		SUBTOTAL						55%		1
Scheduling/Minutes - AD / COLUNS	382,774.01	SUBTOTAL				582,774.01			582,774.01	1
Database Manager - AD / WILLIAMS	63,593.60					63,533.60		527	63,993.60	
Videographer - AD / BALL	237,109.44	SUBTOTAL				237,109.44		15.0	237,109.44	
Printing - AD	499,500.00	SUBTOTAL			•	499,500.00		(*)	499,500.00	
Project Manager - ROJE	\$41,442.00	SUBTOTAL			•	541,442.00			941,442.00	
	2.00	SUBTOTAL						(20)	1,234,100.00	
Construction Administration - ROJE	1,234,100.00	SUBTOTAL				1,234,100.00			110000000000000000000000000000000000000	
Compliance - ROJE	495,536.00	SUSTOTAL			-	495,936.00		(5.7)	495,936.00	
Government Relations & Communications Manag	243,648.00				•	243,048.00		8.00	243,048.00	
Principal - ROJE	1,007,370.00	SUBTOTAL				1,007,370.00			1,007,370.00	
Admin-FO/E	91,266.00	SUBTOTAL			•	91,266.00			91,265.00	
		SUBTOTAL			•					
Intern - BOJE	55,104.00	SUBTOTAL				55,104.00			55,104.00	
SPECTIONS All Monitoring - Northgate	1,676,600.00				*	1,670,000.00			1,070,000.00	
		SUBTOTAL			*	(1) - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			200,000.00	
Effluent Line Testing - HDR	200,000.00	SUBTOTAL			(*)	200,000.00			0.000,000,000	
Wharf Pile Load Testing - Kleinfelder	59,400.00	SUBTOTAL			147	59,400.00			59,400.00	1
Kleinfelder Geotech During Construction	100,000.00					100,000.00			100,000.00	
Wharf de/reconstruction for pile testing	200,000.00	SURTOTAL			-	200,000.00			200,000.00	
ON CITY OF OAKLAND PERMITS & FEES	1,415,506.40	SUBTOTAL			*.	1,163,257.05	- 254,649.35	254,649.35	1,165,257.05	
WNER'S CONTINGENCY	6,548,751.90	SURTOYAL			254,649.35	5,158,751.50	1,350,000.00 -	1,350,000.00	5,198,751.90	12.9
		SUBTOTAL			1,350,000.00		1,330,0000			
TILITY REIMBURSEMENT ESTIMATE	(4,916,232.00)	SUBTOTAL			-	[4,516,252.00]			(4,916,252.00)	
WNER'S GENERAL REQUIREMENTS		SOUTOTAL								
Fail East of Wake Ave For Edge Condition Settlem	1,713,000.00	SUBTOTAL				1,7#3,000.00			1,783,000.00	
Reimbursable	\$10,000.00					706,637.50	103,362.50	103,362.50	706,637.50	
		Gresco Grade all 10,000 # 55' Feach ( K-Ra1 Floriest Machinery	10/9/13		76,300.00 27,062.50	7-20-20-20-20-20-20-20-20-20-20-20-20-20-			100	
		SUBTOTAL			103,362.50					
Williams Adley	216,000.00	SUSTOTAL				216,600.00			215,000.00	i
Attorneys	250,000.00	70.270.055				254,000.00	*	* 1	250,000.00	
Accounting	\$50,000.00	SUBTOTAL	_			550,000.00	3		\$\$0,000.00	
		SUBTOTAL							750,000.60	
Ske Security	750,000.00	SURTOTAL		3		750,000.00				
Vehicle Purchase	75,000.00	SUBTOTAL		-		75,000.00	•	* 1	75,000.00	
Vehicle Costs (Fuel, Ins., & Feg.)	60,000.00					60,000.00	*	*	60,000.00	
Superintendent Bonuses	150,000.00	SUBTOTAL			-	150,000.00	2		150,000.00	
		SUBTOTAL							600,000.00	
City project share of CEQA offsite	600,000.00	SUBTOTAL				600,000.00			630,000.00	
TY ENGINEERING/FKA	244 433 44					147.033.5			295,022.25	
Issues for Construction	295,022.25	SUBTOTAL				295,022.25			ACTIVITIES OF A CONTROL	
Field Design Changes	166,549.00	SUBTOTAL				166,549.00			166,549.00	
Project OAC Meeting & Submittel Review	553,500.00					\$53,500.00		*	553,500.00	
DOTTONAL INSPECTIONS AS PER FKA	600,000,000	SUBTOTAL		$\vdash$	*	600,000.00			600,000.00	
		SUBTOTAL							=	
D PARTY CONSTRUCTION INSPECTIONS	1,400,000.00	SUBTOTAL				1,400,000.00			1,400,000.00	
TY TRUCK PARKING COSTS	1,500,000.00					1,500,000.00			1,500,000.00	
TY OF OAKLAND, PROJECT MANAGEMENT TEAM	3,300,000.00	SUBTOTAL				1,300,000.00		2	3,300,000.00	
DP VALUE FROM SUBCONTRACTORS	1,449,672.00	SUBTOTAL			•	1,449,672.00			1,449,672.00	35
	1,443,672.00	SUBTOTAL				2,412,672.00			-,,	
DP, provided by City General Liability / Workers Compensation	1,058,370.00					1,058,370.00			1,058,370.00	
	(4)), (3)	SUBTOTAL							522 552	
Frimary Loss Fund	534,483.00	SUETOTAL				934,443.00		8	934,483.00	
Excess Liability	750,000.00	/				750,000.00			750,000.00	
Pollution Liability	279,300.00	SUBTOTAL			•	279,300.00		51	279,300.00	
Failroad Protective	50,000.00	SUBTOTAL				50,000.00			50,000.00	
		SUBTOTAL						1	23	
OOP Administration & Safety Service Fees	656,597.00	SUBTOTAL				656,597.00		20	656,997.00	
CPPI	109,716.00					109,716.00			109,716.00	
Blanket Occupational (ADSO)	17,933.00	SUBTOTAL				17,513.00			17,933.00	
,		SUBTOTAL						*		
						265,660.00			265,660.00	
Builders Risk	265,660.00	SUBTOTAL							50	
Bolden Fish 1G/PMAFEE @ 4%	265,640.00	SUTTOTAL				7,200,392.04	180,000.00	180,000.00	7,200,392.64	

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



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 #:

1-503513

**Customer Information** 

CCIG

300 Frank H Ogawa Plaza Oakland, CA 94612

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

Job #:

Employee Name Sales Person Name Customer# **Authorized Contact Name** Contact Phone # PAW Chris J Galloway 322 Taxable Extended Per Unit Weekly Monthly Qty Out Qty. In Daily Description \$250.00 \$25000.00 100.00 V

K-RAIL PURCHASE Item ID: MISC / MISC

OTAGE

<<-- Sale -->>

Order Terms:

Terms: Net 30 Days.

Customer Signature

X

Customer Signature

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



 Merchandise Sales:
 \$25000.00

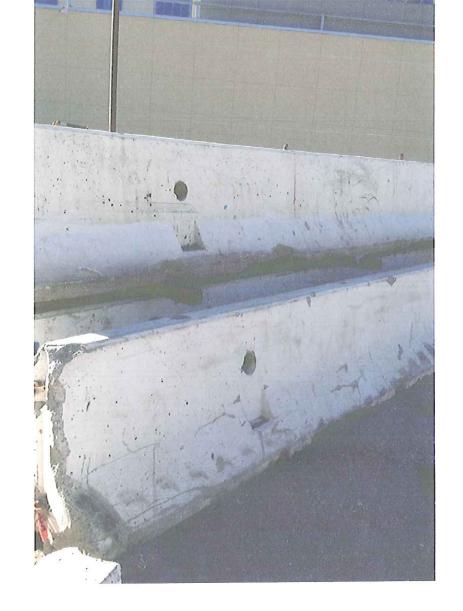
 Sub Total:
 \$25,000.00

 Tax:
 \$2062.50

 Order Total:
 \$27062.50

 Amount Paid:
 \$0.00

 Amount Due:
 \$27,062.50



### **DB CONTRACT CHANGE ORDER #002**

OWNER PO #006 10/22/2013



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: Alareon Bohm 6616,
Responsible Party:	Company:
Issue:	
Description of this Purchase Order: Sunbelt Rentals 40	000 watt tow behind diesel light tower for guard shack.
Estimated Costs:  Consultants:	
Agencies:	
Hard Costs: \$4,469.00	
Vendors: Surbect Co	PONOMIS
	7 110
Potential Total: \$4,469.00	
Budget Bucket:	
New Cost X Owner Contingency Allo	ocation: Other:
Unanticipated Cost? X Yes No	
Addition to / Credit from Construction Contract: CEG	OIT FROM CONSPINITION CONTRACT GUIR
Addition to / Credit from Construction Contract: CEG	Cirl 97 "FENCIPY".
This Owner Purchase Order is to authorize costs (wor	k, materials, or expenses) from the Soft Cost Budget, as cland Global, LLC ("Owner"). All costs above are estimates, ablished Change Order process.  Agency Approval:  Doug Cole
Phil Tagain, imaliaging Partner	Doug Cole
Date Authorized:	Frank Kennedy
Asset: X Yes No	Check #     for \$
	Check #for \$to

# OAB HORIZONTAL INFRASTRUCTURE SOFT COST BUDGET PO Tracking OPO #6

MONTH # CATEGORY DESCRIPTION	BUDGET AMOUNT	INVOICE DESCRIPTION	INVOICE DATE	DATE PAID	INVOICE TOTAL	TOTAL REMAINING	Sep-13		2013 TOTAL	TOTAL REMAINING	1 0
PM TEAM AND GA/GC - AFTER 65% TO COMPLETION Project Management - AD / HEILBRONNER	2,506,191.61		-			2,506,191.61				2,506,191.61	
Administration - AD / GRIFFIN	672,729.10	SUSTOTAL			-	672,729.10			2	672,729.10	
Agendes/CEQA -AD / PARX	721,539.27	SUBTOTAL				721,539.27				721,539.27	
	568,994.67	SUBTOTAL				568,994.67				568,994.67	
Drawing Control - AD / ROSSO		SUBTOTAL								463,190.53	
Librarian - AD / UU	463,190.53	SUBTOTAL				463,190.53					
Construct Doc Control - AD / HEDRIX	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			- 8	237,109.44	
Printing - AD	499,500.00					499,500.00			•	499,500.00	
Project Manager - POJE	941,442.00	SUBTOTAL				941,442.00			- 1	941,442.00	
Construction Administration - ROJE	1,234,100.00	SUBTOTAL			-	1,234,100.00				1,234,100.00	
Compliance - ROJE	495,935.00	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	
	91,266.00	SUBTOTAL				91,266.00				91,266.00	
Admin-ROJE		SUBTOTAL				(U) PHOLES MADE			.50		
Intern - ROJE	55,104.00	SUBTOTAL				55,104.00				55,104.00	
NSPECTIONS Air Monitoring - Northgate	1,070,000.00					1,070,000.00			(**	1,070,000.00	1
Effluent Line Testing - HOR	200,000.00	SUBTOTAL				200,000.00			100	200,000.00	
Wharf File Load Testing - Kleinfelder	59,400.00	SUBTOTAL								59,400.00	1
20 per		SUBTOTAL	2 =			59,400.00			58		
Kleinfelder Geotech During Construction	100,000.00	SUBTOTAL				100,600.00				100,000.00	
Wharf de/reconstruction for pile testing	200,000.00	SUBTOTAL				200,000.00			(%)	200,000.00	
ON CITY OF OAKLAND PERMITS & FEES	1,419,906.40	SUBTOTAL			254,649.35	1,165,257.05	*	254,649.35	254,649.35	1,165,257.05	4
YA'NER'S CONTINGENCY	6,548,751.90	SUBTOTAL			1,350,000.00	5,198,751.90	1,350,000.00	*	1,350,000.00	5,198,751.90	18
JTILITY REIMBURSEMENT ESTIMATE	(4,916,252.00)				2,350,000	(4,916,252.00)			3 <b>9</b> 0	(4,916,252.00)	1
WHER'S GENERAL REQUIPEMENTS		SUBTOTAL			•					80.000±0.000	
Rail East of Wake Ave Per Edge Condition Settleme	1,783,000.00	SUBTOTAL				1,783,000.00		*		1,783,000.00	15
Pelmbursable	810,000.00		4000	10/21/21	76,300.00	702,168.50		107,831.50	107,831.50	702,168.50	
		Cresco Grade-all 10,0004 55' Reach Fo Pioneer Machinery K-Rail. 100@ \$250	10/9/13	10/23/13	27,062.50	-E-3740 T					
		Sunbelt Fentals 000 watt Light Tower	10/11/13	10/23/13	4,459.00						
		SUBTOTAL			107,831.50					315.633.63	
Williams Adley	215,000.00	SUBTOTAL				216,000.00		*		216,000.00	
Attorneys	250,000.00	SUBTOTAL				250,000.00		*	3.40	250,000.00	13
Accounting	550,000.00					550,000.00		=		550,000.00	8
Site Security	750,000.00	SUBTOTAL	E .			750,000.00		80 1		750,000.00	
Vehicle Purchase	75,000.00	SUBTOTAL			•	75,000.00		8		75,000.00	
		SUBTOTAL				60,000.00		2		60,000.00	
Vehicle Costs (Fuel, Ins., & Reg.)	60,000.00	SUBTOTAL				Urrame (E.F.)					
Superintendent Bonuses	150,000.00	SUBTOTAL		-		150,000.00		*	11 <b>8</b> 3	150,000.00	
City project share of CEQA offsite	600,000.00					600,000.00		*	398	600,000.00	
TY ENGINEERING/FKA		SUBTOTAL									1
Issues for Construction	295,022.25	SUBTOTAL				295,022.25				295,022.25	
Field Design Changes	166,549.00	SUBTOTAL				166,549.00			340	166,549.00	
Project OAC Meeting & Submittal Review	553,500.00					553,500.00				\$53,500.00	5
DD/TIONAL INSPECTIONS AS PER FKA	600,000.00	SUBTOTAL			-	600,000.00			320	600,000.00	1
RD PARTY CONSTRUCTION INSPECTIONS		SUBTOTAL							120	1,400,000.00	0
	1,400,000.00	SUBTOTAL			(/ <b>a</b> )	1,400,000.00				10 30 mm	
TY TRUCK PARKING COSTS	1,500,000.00	SUBTOTAL				1,500,000.00			:*0	1,500,000.00	8
TY OF OAXLAND, PROJECT MANAGEMENT TEAM	3,300,000.00	SUBTOTAL				3,300,000.00			/A.	3,300,000.00	
CIP VALUE FROM SUBCONTRACTORS	1,449,672.00				-	1,449,672.00			- 10	1,449,672.00	
CIP, provided by City		SUBTOTAL			•						
General Liability / Workers Compensation	1,058,370.00	SUBTOTAL			70	1,058,370.00			**	1,058,370.00	
Primary Loss Fund	934,483.00					934,483.00			02	934,483.00	3
Excess Liability	750,000.00	SUBTOTAL				750,000.00			74	750,000.00	8
Pollution Liability	279,300.00	SUBTOTAL				279,300.00				279,300.00	
		SUBTOTAL			- 50					2-20-20-20-20-20-20-20-20-20-20-20-20-20	
Pailroad Protective	\$0,000.00	SUBTOTAL	-			50,000.00			2	50,000.00	Ē
OCIP Administration & Safety Service Fees	655,997.00	SUBTOTAL				656,997.00			8	656,997.00	9
OFFI	109,716.00					109,716.00			- 4	109,716.00	
		SUBTOTAL				17,933.00			3	17,933.00	
Blanket Occupational (ADSD)	17,933.00							- 1			6
Blanket Ocrupational (ADSD)		SUBTOTAL			•	265 660 00				265.660.00	
	17,933.00 265,660.00	SUBTOTAL SUBTOTAL			•	265,660.00			8	265,660.00	
Blanket Ocropational (AD&D)					•	265,660.00 7,200,392.64		180,000.00	180,000.00	265,660.00 7,200,392.04	

10/23/2013 OPO Tracking F0#6\_10\_22\_13



#### INVOICE

SENDALL PAYMENTS TO. SUNBELT RENTALS, INC POBOX 409211 ATLANTA, GA 30384-9211

INCCENUMEER	42591028-001
ACCOUNT NUMBER	472856
INOCEDATE	10/18/13
	n.c. 4

IMACETO

ALAPOON BOHM COPP 1315 16THST POBOX 24301 OAKLAND, CA 94623

JOB ADDRESS MARITIME, CAKLAND MARITIME MARITIME BLAMA CAKLAND, CA 94607

C#: 510-893-4405 J#: 510-893-4405

TAGE
CONTRACT NUMBER
42591028

PLPCHASE OF DER NUMBER

NR

JOB NUMBER 1 - MARITIME

BRANCH 397

RICHMOND PC397

2800 GOODFICK AVE RO-MOND CA 94801-1112 510-621-0002

Qty Equipment #

Price

Amount

4100.00

163792 CC: 012-0410 4100.00
4000 WATT DSL 6KW NARROW LIGHT TOWER Year: 2007 Mi/Hr: 2000.1
Make: IR Model: LIGHT SOURCE Serial #: 387612UFRC13
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. 1.00 163792 2000.100

> Kevin Bohm 10/18/13 **OAB Gaurd Shack**

NET DUEUPON PECEIPT

EQUIPMENT SALE

4100.00 SUBTOTAL 369.00 TAX 4469.00 INVOICETOTAL





### **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

Printed: 10/23/2013 Page 1 of

### **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** 

Fenicing 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

Printed: 10/23/2013 Page 1 of '

### **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

Printed: 10/23/2013 Page 1 of '

### **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)



10/9/2013 Oakland Army Base Project



#### 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 property 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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