



**NIXON
PEABODY**

Nixon Peabody LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111

Matthew A. Richards
Partner

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

T / 415.984.5093
F / 866.904.7778
mrichards@nixonpeabody.com

Received

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City Attorney

October 3, 2022

VIA CERTIFIED MAIL

Michael Woo
mwoo@cityofberkeley.info
Deputy City Attorney
City of Berkeley
2180 Milvia Street, 4th Floor
Berkeley, CA 94704

Deirdre Joan Cox
dcox@bwslaw.com
Burke, Williams & Sorensen LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3501

RE: D.L. Falk Construction Inc.'s Article 12 Claim to City of Berkeley
North Berkeley Senior Center Seismic Upgrades and Renovations
(City of Berkeley Specification No. 19-11268-C)

Dear Michael and Deirdre:

This letter serves as D.L. Falk Construction Inc.'s ("DLF") formal Article 12 Claim ("Claim") for compensable Change Order Requests ("CORs") in the amount of **\$3,381,228.83** for the above referenced City of Berkeley North Berkeley Senior Center Seismic Upgrades and Renovations project ("Project"). These CORs are comprised of work performed at the City's direction; materials procured at the City's direction; and extended general conditions for compensable time extensions to perform work directed by the City.

INTRODUCTION

Broadly speaking, the 60 CORs presented in this Claim fall into one of two categories. A third category of COR is not included in DLF's cost claim, but the work involved in them is part of the basis for, and cannot be disentangled from, DLF's entitlement to an appropriate time extension.

DLF Claim for Compensable CORs Improperly Rejected by the City

To forestall the City from improperly rejecting elements of the DLF Claim on the grounds that they are untimely, DLF notes that it previously wrote to the City on June 1, 2021, to submit CORs 64 and 66. The City purported to reject these CORs by letter dated June 16, 2021, on the procedural ground that they were untimely submitted. My letter to you of June 24, 2021, set forth in detail the parties' course of dealing and express agreements with respect to the Article 12 Claim submission process. Those express agreements, made in writing and in recorded project meetings, make clear that the City agreed to defer negotiation of outstanding COR work until the completion of the project. Moreover, the City's practices during the course of the Project included authorizing work by Change Order Directive and continuing to negotiate CORs with DLF even after purport to "reject" them. DLF performed its work on the Project in

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good faith and in reliance upon the City's agreement that CORs would be negotiated at the conclusion of the Project. Indeed, as recently as April 27, 2022, DLF's Director of Operations, David T. Falk requested that the City provide him with a list of the CORs it was unwilling to negotiate at the conclusion of the Project. The City agreed to respond, but did not identify a single COR that it refuses to negotiate. The City delivered its Notice of Completion to DLF on September 12, 2022. DLF timely submits its Claim, consistent with its agreements with the City.

Substantively, the CORs previously rejected by the City and submitted here as part of the DLF Claim should have been approved. As set forth in greater detail in the DLF Time Impact Analysis, when DLF began excavation and demolition work at the outset of construction, it became abundantly clear that the design provided to DLF at the time of bidding was defective, and that the existing structure was inadequate to withstand certain demolition work. The City and DLF mutually agreed that the contract documents did not effectively show the true extent of the shoring and wall framing required to complete the Project. DLF submitted COR #1 (Added Shoring Design) on June 19, 2019, and the City formally accepted it in Owner Change Order #1 on October 28, 2019. The structural engineer retained by DLF under Change Order #1 deemed the building structurally unfit to be demolished and constructed in the manner shown in the City's original design documents. The structural engineer's plan required shoring that went far beyond the originally anticipated and typical "spot shoring" to allow for new footings to be constructed as originally shown, and site conditions required phasing and comprehensive structural shoring engineering, which fundamentally changed the trajectory of the entire Project. The CORs previously rejected by the City include a number of requests for compensation flowing directly from the City's agreement in Owner Change Order #1 that DLF should be compensated for unforeseen site conditions that the City's bid document failed to adequately disclose, but which the City has nevertheless refused to acknowledge in other contexts.

DLF Claim for Compensable CORs to Which the City Has Not Responded

Not only has the City failed to issue a change order or to approve a DLF COR in over a year, in a number of instances, the City has failed to provide any response to DLF's CORs at all. In each of these instances, DLF is entitled to compensation for its work performed on the Project.

DLF Compensable CORs Approved by the City in Owner Change Orders #3-9

The City has approved and paid for the cost of certain change work reflected in Owner Change Orders #3-9, and the City does not dispute that DLF is entitled to payment for this work. DLF does not claim such costs here. However, the time approved by the City in Owner Change Orders #3-9 is inadequate, and DLF has not executed these Owner Change Orders as a result. DLF is not making a separate cost claim, but its work covered by these approved Owner Change Orders is part of the basis for its COR #61.7 claim for an appropriate time extension.

COR SUMMARY

Change Order Request #	Amount Claimed	Owner Status
COR #13.1 – Concrete Demo	\$ 96,251.59	Rejected per Change Directive #2 dated 8/10/20

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COR #14.1 – Access for Electrical	\$	6,472.24	Rejected per Change Directive #2 dated 8/10/20
COR #15.1 – Soffit Removal	\$	2,664.18	Rejected per Change Directive #2 dated 8/10/20
COR #16.1 – Tariff Increase	\$	38,176.18	Rejected per Change Directive #2 dated 8/10/20
COR #27.1 – Floor/Tile Removal	\$	3,063.80	Rejected per Change Directive #2 dated 8/10/20
COR #28 – Tile @ Room 204/207	\$	1,832.38	Approved per Change Directive #2 dated 8/10/20; City never included in any future Change Order.
COR #31.2 – Flooring Underlayment	\$	36,467.37	Rejected per Change Directive #2 dated 8/10/20
COR #44.1 – Ceiling Insulation	\$	15,510.67	Rejected per Change Order #4 dated 12/2/20
COR #54.1/63.1 – Mortar Bed Removal	\$	8,292.57	Not responded to by City via Change Directive or Change Order
COR #55.2 – HB Subfeed Repair	\$	6,934.86	Not responded to by City via Change Directive or Change Order
COR #56.1/57.1 – New Glazing	\$	117,605.14	COR #56 was rejected per Change Directive #2 dated 8/10/20; COR #57 was not responded to by City via Change Directive or Change Order
COR #61.7 – Extended General Conditions	\$	1,420,380.17	Not responded to by City via Change Directive or Change Order

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COR #64.2 – Added Gypsum	\$	53,759.84	City response in Change Directive #1, dated 8/5/20, approved material only. DLF disputes this and claims both labor and material.
COR #66.1 – Exterior Wall Repair	\$	186,426.02	Rejected per Change Directive #2 dated 8/10/20
COR #69.1 – Mold Removal	\$	10,797.21	Not responded to by City via Change Directive or Change Order
COR #71.7 – COVID Prevention	\$	204,532.00	Not responded to by City via Change Directive or Change Order
COR #82 – Restroom 157/167 Changes	\$	651.67	City issued Change Directive #3, dated 8/31/20, requesting additional explanation, DLF confirmed the cost was complete, City has yet to issue Change Order.
COR #83.1/#89 – Labor Inefficiency	\$	519,596.45	Both rejected per Change Directive #3 dated 8/31/20
COR #87 – Stainless Cabinet	\$	5,303.91	Rejected per Change Directive #3 dated 8/31/20
COR #91 – HVAC Curb Roofing	\$	7,923.65	Rejected per Change Directive #3 dated 8/31/20
COR #92 – Structural Beams	\$	3,622.76	Rejected per Change Directive #3 dated 8/31/20
COR #94.1 – Defibrillator and Cabinet	\$	3,927.80	City approved revised cost in Change Directive #4, dated, 12/2/20. No City Change Order assigned.
COR #96.1 – Rain Water Leader	\$	19,020.03	Rejected per Change Directive #3 dated 8/31/20, City requested to lower cost but entire cost is justified.

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COR #99 – Existing Post Replacement	\$	17,594.91	Rejected per Change Directive #3 dated 8/31/20
COR #102 – FS Change	\$	1,444.30	Rejected per Change Directive #3 dated 8/31/20
COR #107.2 – Ceiling Changes	\$	24,474.50	Not responded to by City via Change Directive or Change Order
COR #108 – Scaffold Rental	\$	1,332.20	Rejected per Change Directive #5
COR #112.3 – Panel LA Replacement	\$	13,389.35	Not responded to by City via Change Directive or Change Order
COR #113 – Fire Line Conflicts	\$	4,142.28	Not responded to by City via Change Directive or Change Order
COR #114 – C-Channel @ Line 3.4	\$	14,954.46	Not responded to by City via Change Directive or Change Order
COR #116 – Material Change	\$	2,365.98	Not responded to by City via Change Directive or Change Order
COR #117 – Added Drainage	\$	5,482.75	Not responded to by City via Change Directive or Change Order
COR #118 – Existing Storm Drain	\$	4,679.18	Not responded to by City via Change Directive or Change Order
COR #120.1 – BF-E.2 Modification	\$	59,255.31	Not responded to by City via Change Directive or Change Order
COR #123.2 – Operable Partition	\$	66,278.82	Rejected per Change Directive #6 dated 4/30/21
COR #126.1 – New Site Feed	\$	11,123.18	Rejected per Change Directive #6 dated 4/30/21

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COR #128 – Kitchen Work Adds	\$	11,419.43	Not responded to by City via Change Directive or Change Order
COR #133.1 – HVAC Components @ MPR	\$	15,203.16	Directed on T&M per City Change Directive #6 dated 4/30/21, revised cost submitted and City has not put into Change Order.
COR #134 – Extra Roof Penetrations	\$	7,968.09	Not responded to by City via Change Directive or Change Order
COR #135.1 – Shower-1 changes	\$	3,179.71	City Change Directive # 7 requests cost to be revised, cost has been revised and submitted. No City Change Order assigned to cost since resubmittal.
COR #137.1 – Door Hardware Conflicts	\$	46,112.14	City Change Directive #6, dated 4/30/21, asked for confirming clarification about cost. DLF provided that clarification via subsequent email. No City Change Order assigned to this work since clarification was made.
COR #145.1 – Kitchen Light Replacement	\$	23,949.83	City Change Directive #6, dated 4/30/21, requests a revision to the cost submitted. DLF disputes this request and it should be paid in full.
COR #147 – Grease Interceptor	\$	45,746.21	Rejected per City Change Directive # 7 dated 6/9/21
COR #148.2 – ASI #11 Drain Piping	\$	31,389.26	Not responded to by City
COR #153 – Utility Box @ MLK	\$	6,114.00	Rejected per City Change Directive #9 dated 10/5/21

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COR #160 – Exterior Wall Insulation	\$	14,119.26	City commented to revise and resubmit per Change Directive #9, dated 10/5/21. DLF disputes the request.
COR #169.1 – Maple Trees Replacement	\$	16,167.14	Rejected per City Change Directive #9 dated 10/5/21
COR #173 – Camera Relocation	\$	12,663.18	Revise & Resubmit per City Issued Construction Directive #10 dated 10/8/21. DLF rejects the request.
COR #174.1 – Added Assembly	\$	2,305.33	City response per City Change Directive #10, dated 10/13/21, requests a revise and resubmittal. DLF revised per that request and resubmitted, City has not responded since.
COR #177 – Display Case Power	\$	2,990.81	Rejected per Change Directive #12 dated 12/3/21
COR #179 – Digital Cell Dialer	\$	1,719.83	Not responded to by City
COR #180 – CCD #14 Sprinkler Heads	\$	1,339.32	City Change Directive #13 dated 1/13/22 directed the work, the work has been completed, cost has not been put into an owner change order since.
COR #182 – FM Signage	\$	424.63	City Change Directive #13 dated 1/13/22 directed the work, the work has been completed, cost has not been put into an owner change order since.
COR #186 – Grid Adjustments	\$	4,881.73	Not responded to by City
COR #187 – Adjust & Modify FWP-1 Panels	\$	9,882.99	Not responded to by City
COR #188 – Slot Drain Change	\$	6,027.81	Not responded to by City

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COR #190.1/191.1 – Mold Remediation	\$	76,966.67	Not responded to by City
COR #192 – Elevator Work	\$	16,142.83	City issued Change Directive #12 directed the work on 12/3/21, no formal City response has taken place since. Cost is not put into City Change Order.
COR #194 – Window Work	\$	706.08	Not responded to by City
COR #196 – Emergency Lighting Inspection	\$	28,079.68	Not responded to by City
TOTAL DLF CLAIM:	\$	3,381,228.83	

COR CLAIM ANALYSIS

1. Change Order Request No. 13.1 – Unforeseen Concrete Demo (See Attachment A, Exhibit 1)

- a. Narrative of Pertinent Events. Change Order Request No. 13.1, in the amount of \$96,251.49, pertains to unforeseen concrete demolition. Upon removal of the existing building slab, DLF discovered existing, unforeseen subgrade footings that were not identified at all within the contract documents and additional subgrade footings in locations that were not identified in the contract documents. These footings needed to be removed due to their locations relative to the locations of the new work. The existing footings that were not located as shown within the contract documents required manual labor to remove in lieu of the machinery or other more effective methods understood by DLF to be appropriate for the job in light of conditions disclosed by the City at the time of bidding.
- b. Citation to Contract Provisions. Per DLF RFI #37, concrete was observed to be 12" in all footing areas except at grid line 3.1/B and between 3.5/3.6 stair footing. Per detail 1/S704, the (E) footing and slab are called out at 2' 5" at side off (E) footing. This is not correct. The existing footing is under the new footing location. Also, in looking at as-built drawing S3 (Detail 2) for bearing wall, it shows that footing to be 12". Per DLF's observation, the footings are in fact 36" wide. This condition was continuous throughout the building and mandated more intensive and costly means and methods to complete the work than had the actual conditions been as original disclosed by the City in the Project's plans and specifications.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 1.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.

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- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 1. DLF's verification can be found at Attachment C.

2. Change Order Request No. 14.1 – Access for Electrical (See Attachment A, Exhibit 2)

- a. Narrative of Pertinent Events. Change Order Request No. 14.1, in the amount of \$6,472.24, pertains to additional demolition necessary to install new electrical components. Due to unforeseen structural members within the existing walls that hindered access, DLF realized during demolition that the standard pathway for new electrical components was not feasible. Due to these unforeseen conditions, additional demolition was required to be performed to conceal the conduits being used for new power as shown. The unforeseen structural members in turn mandated more time consuming and more labor-intensive means and methods to access and install the work.
- b. Citation to Contract Provisions. Per DLF RFI #27, for Wulff Electric to wire for light fixtures, power, lighting controls, and fire alarm, the hard lid ceilings in rooms 131 Coffee Bar, 143 Entry, 139 Stage, and 144 Lounge needed to be demolished. These locations were not identified by the City for removal or replacement within the contract documents, nor were these existing conditions disclosed by the City at the time of bidding. Rather, DLF discovered these unforeseen conditions at the beginning of electrical rough in.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 2.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 2. DLF's verification can be found at Attachment C.

3. Change Order Request No. 15.1 – Soffit and Ceiling Removal (See Attachment A, Exhibit 3)

- a. Narrative of Pertinent Events. Change Order Request No. 15.1, in the amount of \$2,664.18, pertains to additional soffit and ceiling demolition. Existing mechanical and plumbing piping had to be removed in Room #144 to facilitate the entire removal of existing MEP work to accommodate the new work as shown within CCD #3. Thus, the finishes which encompassed these systems had to be removed. This is not a duplicate of DLF COR #14.1, as that COR pertains to portions of electrical work hindered by other existing conditions similar to this condition within the same space. A portion of this work was also required to accommodate new shoring resulting from the City-approved DLF COR #1 "Shoring Design," a predecessor to DLF COR #36 "Added Shoring." The City acknowledged and approved the shoring as a compensable extra in Owner Change Order #2. The City's refusal to compensate DLF for the work identified in COR #15.1 is inconsistent with the City's acknowledgment elsewhere that this was an unforeseen condition.
- b. Citation to Contract Provisions. Contract document Plan Page A1.41 clearly indicates that the ceiling at this location shall remain during construction. The City response to DLF RFI #28 directs the ceiling to be removed, or exposed, to accommodate unforeseen MEP work as noted by DLF.

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- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
 - d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 3.
 - e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
 - f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 3. DLF's verification can be found at Attachment C.
- 4. Change Order Request No. 16.1 – Tariff Increase, Electrical (See Attachment A, Exhibit 4)**
- a. Narrative of Pertinent Events. Change Order Request No. 16.1, in the amount of \$38,176.18, pertains to certain post-bid tariff increases incurred by DLF's electrical subcontractor. Due to post-bid tariff increases on material, specified elements of the lighting fixture package, unexpectedly increased in cost. This was an unforeseen event, and the result of contractually mandated material that was bid, and accepted by the City, at a far lesser value prior to the tariffs taking affect.
 - b. Citation to Contract Provisions. Per site meeting between Wulff Electric, DLF, and City Representative Ms. Bartolo, Ms. Bartolo directed both Wulff Electric and DLF to resubmit DLF COR #16, but to include a timeline of events to demonstrate that Wulff Electric procured submittals and ordering materials in a timely manner. Ms. Bartolo then indicated to Wulff Electric and DLF that if timeliness was established, and the tariffs were not a self-incurred issue, the cost would be recommended for approval. An updated version of COR #16, submitted on 8/5/21, included this information as requested.
 - c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
 - d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 4.
 - e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
 - f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 4. DLF's verification can be found at Attachment C.
- 5. Change Order Request No. 27.1 – Floor Tile & Plywood (See Attachment A, Exhibit 5)**
- a. Narrative of Pertinent Events. Change Order Request No. 27.1, in the amount of \$3,063.80, pertains to unforeseen floor tile and plywood conditions. In verifying the existing substrate conditions prior to the installation of finishes, DLF discovered that the (E) plywood at various flooring locations was 1-1/8" thickness, not 5/8" as noted in the contract documents. Additionally, to add blocking for the unsupported edges with (N) 3 x 4 flat blocking as required, DLF had to remove the (E) 2 x 4 blocking, which was very old and cracked due to the original nailing of the subfloor at the time of original construction. The result of removing the (E) 2 x 4 blocking caused the nails attaching the (E) 2 x 4 blocking to unavoidably push up through the finish floor above, due to the method of installation used during original construction. The finish floor also contained black mastic that was identified as a contaminated material. The required nailing for the floor sheathing per the design intent needed to occur by adding nailing for the edges of each sheet by

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nailing 10d nails through the plywood, which was covered by flooring containing the contaminated black mastic. Per the City's response to RFI #46.1, new wood members were needed. However, the unforeseen condition of existing black mastic had to be removed at several locations to allow for this to take place and create a suitable substrate.

- b. Citation to Contract Provisions. Work as noted in Plan Page S202 was not feasible or buildable, due to the unforeseen substrate issues described above, caused by the original wood installation at the building. Additional demolition and prep work was required to facilitate new work. This condition is like what the City as acknowledged as a compensable extra per City Change Directive #2 (approved DLF COR #8) in adjacent Rooms 211 & 212. The City has identified this issue as an unforeseen condition at other, similar, unrelated locations within the Project, and should do so here as well.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 5.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 5. DLF's verification can be found at Attachment C.

6. Change Order Request No. 28 – Tile @ Room 204/207 (See Attachment A, Exhibit 6)

- a. Narrative of Pertinent Events. Change Order Request No. 28, in the amount of \$1,832.38, pertains to additional costs to change the shower floor tile in Rooms 204 and 207. Per ASI #6, tile CT-1 was specified for use at all restroom floors, including the shower rooms. However, this product only comes in a field tile size which cannot achieve the floor slope required at shower rooms 204 and 207. DLF was asked to provide tile type CT-5, which looks like CT-1 field tile but is available in mosaic tile sizes that can accommodate the required floor slope.
- b. Citation to Contract Provisions. Design ambiguities required the City to issue ASI #6, which altered the tiling material, which in turn necessitated the higher material costs described in this COR.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 6.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 6. DLF's verification can be found at Attachment C.

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7. Change Order Request No. 31.2 – Resilient Flooring Underlayment (See Attachment A, Exhibit 7)

- a. Narrative of Pertinent Events. Change Order Request No. 31.2, in the amount of \$36,467.37, pertains to unforeseen existing conditions on the first floor plywood underlayment and additional costs for the second-floor plywood underlayment. Upon removal of the existing flooring and substrates, DLF realized that on the second floor, an existing wood subfloor was in a condition that prevented “floating” or “patching” to take place as required per Section 09 65 00 (3.02). The existing wood floor, which was originally carpeted, was in non-recoverable shape, and required a *complete overlay* that was not specified. The new work required the subfloor to receive resilient flooring, which required a completely new substrate in lieu of a patch and repair type prep. Similarly, on the first floor, after the removal of the existing flooring and grinding of the substrate compounds, DLF realized that areas of the floor had unforeseen concrete patches originally performed and prior to the installation of the existing carpet. Grinding the patches and associated material adjacent to the patches created a condition that exceeded the substrate prep as called for in Specification Section 09 65 00.
- b. Citation to Contract Provisions. The provisions of Specification Section 09 65 00 did not correlate with the required work at the Project, thus adding work to the contract.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 7.
- e. Time Impact Analysis. DLF’s time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 7. DLF’s verification can be found at Attachment C.

8. Change Order Request No. 44.1 – Additional Roof Ceiling Insulation (See Attachment A, Exhibit 8)

- a. Narrative of Pertinent Events. Change Order Request No. 44.1, in the amount of \$15,510.67, pertains to additional roof ceiling insulation. Due to City approved work related to City Change Directive #3 (DLF COR #10, #11, and #19), additional insulation was required to provide thermal protection pursuant to the base bid design intent, which was removed to allow for the new work to take place. In addition, a part of this COR relates to insulation at Room 144 due to the existing soffit’s not having a hard lid within the cavity of work, which compromised the existing insulation.
- b. Citation to Contract Provisions. Existing insulation scheduled to remain in the Architectural Plan Pages provided to DLF at the time of bidding were not salvageable due to post-bid City Change Directive #3, issued by the City and subsequently performed by DLF. These locations were also not changed in City-issued ASI #2 to reflect the necessary replacement as required. In addition, removal of work as shown on Plan Page M2.11 revealed unforeseen existing conditions that required work to be performed.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.

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- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 8.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 8. DLF's verification can be found at Attachment C.

9. Change Order Request Nos. 54.1 and 63.1 – Mortar Bed (See Attachment A, Exhibit 9)

- a. Narrative of Pertinent Events. Change Order Request Nos. 54.1 and 63.1, in the combined amount of \$8,292.57, pertain to the removal and replacement of the mortar bed at Restroom #203/#206. Upon removal of the existing tile at Restroom #203/#206, the tile installer noted while performing its pre-installation examination, pursuant to Specification Section 09 30 00 (3.01), that the existing substrate was neither salvageable nor compliant with the appropriate height, texture, or ability to receive the specified underlayment. Not only would the existing mortar prevent proper adhesion of the new underlayment, but the height differential of the bathroom in comparison to the adjacent walkway—just under 2”—was not accounted for in the contract documents provided to DLF at the time of bidding, and had to be adjusted.
- b. Citation to Contract Provisions. Work related to Specification Section 09 30 00 (3.02) could not be performed in accordance with the contract documents provided to DLF at the time of bidding, due to the existing tile substrate being so dated and compromised. Applying crack filler and standard leveling compounds was not possible. Complete removal of the existing substrate and installation of a new ground-up mortar bed was the only way to allow for proper heights and to ensure adhesion of the new tile.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for these CORs can be found at Attachment A, Exhibit 9.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for these CORs can be found at Attachment A, Exhibit 9. DLF's verification can be found at Attachment C.

10. Change Order Request No. 55.2 – Panel HB Subfeed Repair (See Attachment A, Exhibit 10)

- a. Narrative of Pertinent Events. Change Order Request No. 55.2, in the amount of \$6,934.86, pertains to repair of the Panel HB subfeeds. Demolition activities revealed that as-built plans provided by the City to DLF at the time of bidding were inaccurate, and the building subfeeds for Panel HB were damaged because their location was not properly identified. When demolition exposed these conduits, they were also encased in concrete and not originally installed per industry standard, which in turn required replacement of the entire subfeed to Panel HB per Plan Page E0.02 (General Demolition Note #3) before base contract work could continue to be performed. DLF performed all appropriate pre-demolition scanning and surveying as required.

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nixonpeabody.com
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- b. Citation to Contract Provisions. Work identified within Plan Page A1.02 and A1.31 was not achievable as shown without having to remove and replace the subfeed for Panel HB. However, Plan Page E3.01 did not call for a new subfeed to be provided to Panel HB.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 10.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 10. DLF's verification can be found at Attachment C.

11. Change Order Request Nos. 56.1 and 57.1 – New Glazing (See Attachment A, Exhibit 11)

- a. Narrative of Pertinent Events. Change Order Request Nos. 56.1 and 57.1, in the combined amount of \$117,605.14, pertain to new windows, frames, and glazing. During demolition activities, it became apparent that many of the existing doors and windows, predominantly metal, were dated and either not salvageable or not in a condition to meet code if retrofitted in the field. In addition, many of the existing frames had to be demolished or removed due to added work being performed by DLF per City approved DLF COR #35 "Wall Altered Framing" and DLF COR #36 "Shoring System." The doors and glazing in place at that time were in excess of 25 years old and extremely weathered. Those conditions and post-bid, City-approved change work rendered much of the existing doors and window unrecoverable. DLF protected, refinished, and saved the openings that were capable of being salvaged, as noted in the field.
- b. Citation to Contract Provisions. Sheet Notes on Plan Page A1.31 and A1.32 could not be performed due to the existing nature of the doors and windows, and due to post-bid change order work approved by the City and performed by DLF. The City has already approved and paid approximately \$100,000 to DLF for added scope per Owner Change Order #2, which directly affected these locations, and required the additional work described in this COR to be performed.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 11.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 11. DLF's verification can be found at Attachment C.

12. Change Order Request No. 61.7 – Extended General Conditions (See Attachment A, Exhibit 12)

- a. Narrative of Pertinent Events. Change Order Request No. 61.7, in the amount of \$1,420,380.17, pertains to DLF's claim for extended general conditions and a contract extension of 752 working days for the performance of DLF's additional work required by the compensable unforeseen

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

conditions identified in this Claim. DLF's time impact analysis, describing in detail the pertinent events giving rise to this COR for extended general conditions, can be found at Attachment B.

- b. Citation to Contract Provisions. DLF's time impact analysis, describing relevant contract provisions pertaining to this COR, can be found at Attachment B.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 12.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 12. DLF's verification can be found at Attachment C.

13. Change Order Request No. 64.2 – Additional Gypsum (See Attachment A, Exhibit 13)

- a. Narrative of Pertinent Events. Change Order Request No. 64.2, in the amount of \$53,759.84 pertains to additional gypsum required at locations not identified in the contract documents provided by the City to DLF at the time of bidding. DLF originally submitted a cost to procure and install gypsum at locations not indicated within the base contract documents in COR #64 for \$94,756.35, on April 20, 2020. This included parts of the new ceilings that were shown to be removed within City-issued ASI #2. Shortly thereafter, a site meeting took place in which DLF and the City discussed the extent of the work and why the work should be considered a compensable extra to the contract. At that time, the City claimed to need more time to review the cost, and DLF agreed to move forward concurrently with the work in order not to delay the Project. DLF also agreed to endeavor to minimize costs in a good faith effort to assist the City's contingency allowance for the Project. Since that meeting in 2020, DLF has reduced the cost twice and most recently submitted COR #64.2 for a total cost of \$53,759.84, approximately a \$40,000 savings for the same scope of work originally submitted. The work referenced is additional gypsum at rough framing wood members added to the contract as a mutually agreed change order condition, noted within City-approved DLF COR #35, and incorporated into the prime contract through executed Owner Change Order #2.
- b. Citation to Contract Provisions. Plan Pages A1.31, A1.32, A2.31, and A2.32 inaccurately depicted framing work at various wall locations. The City agreed that the plans were defective and approved added work to be performed by DLF, so that adequate framing could be completed in order to provide a complete assembly. DLF COR #64 is the gypsum that is required to be attached to the new framing approved by the City. Due to City-approved additional work involving demolition and framing, per DLF Change Order Request #35 (City Change Order #2), new gypsum had to be installed at the new framing locations in order to provide a complete interior wall assembly.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 13.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.

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nixonpeabody.com
@NixonPeabodyLLP

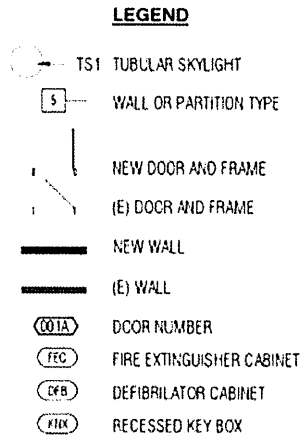
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 13. DLF's verification can be found at Attachment C.

14. Change Order Request No. 66.1 – Exterior Wall Repair (See Attachment A, Exhibit 14)

- a. Narrative of Pertinent Events. Change Order Request No. 66.1, in the amount of \$186,426.02, pertains to additional costs required to repair altered exterior walls. Per Plan Pages A1.31 & A1.32 "Demolition Plan," various Sheet Notes indicated demolition activities to be performed in order to "alter" existing conditions to make way for either new or adjusted openings or finishes.

- 2.01 WALL REMOVED
 - 2.02 PORTION OF WALL REMOVED FOR NEW DOOR OR WINDOW
 - 2.03 (E) WINDOW REMOVED
 - 2.04 (E) WINDOW OPENING ALTERED
- (Screen capture of Plan Page A1.31)

Conversely, the legend for the plan sections indicating the requirements for new work at Plan Pages A2.31 & A2.32 indicate the precise locations where a new wall is to be framed.



(Screen capture of Plan Page A2.32)

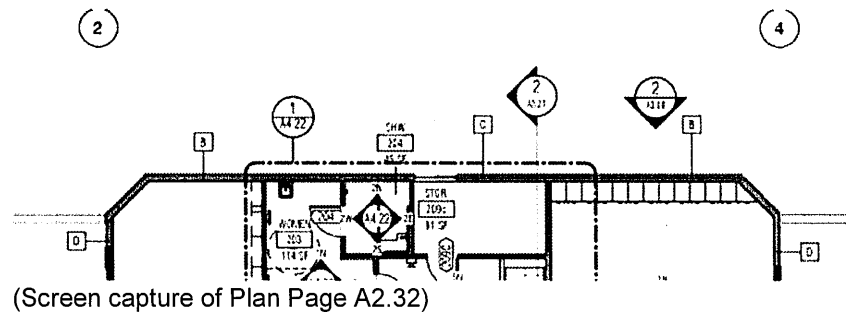
The costs included in COR #66.1 were necessary due to: (1) the lack of coordination between the demolition design team and that of the architectural (new work) design team; and (2) the requirement that the exterior walls in question be "altered" as indicated within the contract documents issued by the City at the time of bidding. The City's original design was not buildable as shown, due to the walls' existing structural incorporation with the building.

The contract documents clearly evidence a lack of design coordination when establishing the pre-bid scope of work at the exterior walls. For example, on Plan Page A1.32 "Demolition Plan – Second Floor," the entire amount of necessary work was not accounted for in the design. Although the indication to "alter" was not feasible, this was already mutually agreed and confirmed by the City in its approval of DLF COR #35 for added framing. Sheet Note #13 is also only referenced at a portion of the exterior wall which directs DLF to "alter" to perform new

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

structural work. In short, Plan Page A2.32 "Floor Plan – 2nd Floor" does not indicate new wall construction at this location, as it only shows "existing" wall:



Then, comparing the Architectural Plans to the Structural Plans that indicate the work at the new footings (Plan Page S201), it is evident that the new N to S footings between grid lines A & B are interconnected with areas of the North wall which aren't indicated to be touched altogether in either the Demolition or Architectural Plan Pages.

It was an unforeseen condition that the walls would need to be completely removed and rebuilt to maintain structural integrity. Altering shear walls and load bearing members in this capacity is not a feasible activity due to the full height existing wall carrying the compression load of the structure down through the existing buildings foundation.

- b. Citation to Contract Provisions. In addition to the discrepancies within the contract documents described above—Plan Pages A1.31 & A1.32; A2.31 & A2.32; S201—pursuant to Article 1 of Section 007200, the City's previous acceptance and approval of DLF COR #35 as a Change Order modification to the contract represents acknowledgment of that the conditions described in this COR were unforeseen conditions for which additional work was required.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 14.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 14. DLF's verification can be found at Attachment C.

15. Change Order Request No. 69.1 – Mold in Building (See Attachment A, Exhibit 15)

- a. Narrative of Pertinent Events. Change Order Request No. 69.1, in the amount of \$10,797., pertains to removal of mold found in the building. Upon discovering mold growing in Room 210 that needed to be removed, DLF submitted COR #51 for the work noted. COR #51 was approved for the sections of the building revealed during selective demolition that contained mold. Despite several attempts to remove the mold in Room 210 with proper containment and treatment, the room continued to fail its air sample testing. DLF and the City agreed that there could be mold in areas within the walls that were not originally discovered because all of the walls in the room were not shown to be removed, nor were they at that time. COR #69

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

represents the balance of demolition and mold remediation done in Room 210 in order to obtain the appropriate clearances needed to make the room habitable.

- b. Citation to Contract Provisions. The City's pre bid HAZMAT Report, in conjunction with the contract documents, does not show any mold in Room 210. The mold was an unforeseen condition that required extra time and material to remove safely.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 15.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 15. DLF's verification can be found at Attachment C.

16. Change Order Request No. 71.7 – COVID-19 Prevention (See Attachment A, Exhibit 16)

- a. Narrative of Pertinent Events. Change Order Request No. 71.7, in the amount of \$204,532.00, pertains to the additional costs to develop and implement a COVID-19 prevention plan in compliance with Cal OSHA mandates for construction projects in Alameda County ("Protocols"). DLF prepared and implemented the Protocols in response to the City's email of May 11, 2020, in which the City notified DLF that it had issued a COVID-19 order ("City Order") requiring essential businesses to prepare a social distancing protocol that was compliant with the local County Order issued for Alameda County. The City's email clearly states that the temporary "shut-down will give DLF time to develop a detailed plan on how to comply with the Covid-19 rules for large construction projects. The City will review the plan and continue to inspect the site."

The City's directive to prepare and implement the Protocols, caused DLF to incur additional costs (e.g., labor to clean equipment and facilities and purchase of personal protective equipment), for which DLF is entitled to additional compensation under specification section 007200.

The City's contention that preparing and implementing the Protocols falls within DLF's scope of work under specification section 007200 (Article 14) is contrary to the express terms of the specification section, inconsistent with the parties' intent, and patently unreasonable. Section 007200 requires DLF to comply with "all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents." The County Order, however, is an emergency order due to a global pandemic issued by the County of Alameda that significantly increased the scope of work on site as it pertains to labor and efficiency. It was not a standard law, building or construction code, regulation, or City policy or ordinance. Moreover, in response to the COVID-19 pandemic and resulting County Order, the City had the option to either suspend the Project until the pandemic passed or to direct DLF to continue working in a knowingly hazardous environment. The City opted to continue with the Project, despite knowing that additional costs would be incurred. It is neither reasonable nor equitable for the City to now deny DLF's incurred COVID-19 costs after reaping the benefit of DLF's continued performance throughout the course of the pandemic.

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nixonpeabody.com
@NixonPeabodyLLP

- b. Citation to Contract Provisions. Article 14 does not contemplate a global pandemic (including costs associated for continuing the Project's work during a pandemic). Neither does it permit the City to elect to proceed with the Project during the course of a pandemic without compensating DLF for the additional costs of complying with emergency mandates regarding workplace safety.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 16.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 16. DLF's verification can be found at Attachment C.

17. Change Order Request No. 82 – Restroom 157/161 Changes (See Attachment A, Exhibit 17)

- a. Narrative of Pertinent Events. Change Order Request No. 82, in the amount of \$651.67, pertains to change work direct by the City in ASI #3 for Restroom 157/161. The City issued ASI #3 to alter the work at this location, and DLF COR #82 represents that work.
- b. Citation to Contract Provisions. ASI #3 supersedes the plan pages provided by the City to DLF at the time of bidding.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 17.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 17. DLF's verification can be found at Attachment C.

18. Change Order Request Nos. 83.1 and 89 – Phasing Inefficiency (See Attachment A, Exhibit 18)

- a. Narrative of Pertinent Events. Change Order Request Nos. 83.1 and 89, in the combined amount of \$519,596.45, pertain to labor inefficiencies resulting from phasing requirements imposed on DLF by the City's failure to properly identify the Project's structural shoring needs in the contract documents provided to DLF at the time of bidding.

Upon mobilization to the Project and commencement of selective demolition activities, DLF discovered that the existing structure was not adequately built to withstand the required demolition as noted on Plan Pages A1.31 and A1.32 without some form of phasing and comprehensive structural shoring engineering. The shoring required at the Project was far beyond typical "spot shoring" to allow for new footings as originally shown. The City elected not perform any structural evaluation of the building as part of its pre-bid Project design, then reviewed the conditions on site with DLF during demolition work and agreed to have DLF perform the engineering as a compensable extra to the contract. DLF promptly submitted COR #1, which the City accepted via Owner Change Order #1 as a contract-compliant change

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

condition per Section 007200 (Article 10) to provide a structural shoring review/plan. This plan was issued to the City on July 26, 2019.

As defined in the structural engineer's plan, and approved by the City, the Project was subsequently changed from a linear work Project to a mandated Phased Project. The existing building was deemed so structurally deficient that work had to take place in six (6) different phases to keep those working safe from a structural failure. As a result, DLF had to expend significant resources to meet this change, and the means and methods necessary to complete the scope of work originally shown for the Project were in turn drastically altered.

Causes of work disruptions that initiated the added cost burden include:

- Multiple mobilizations & start/stop;
- Added man hours to perform partial work in confined spaces in lieu of linear work production;
- Added man hours to constantly stage and relocate tools/material throughout the Project to both perform work and/or not disrupt the scope of work taking place at the subsequent or predecessor phase;
- Labor to install and take down temporary barriers which were required to protect finishes taking place in predecessor work phases;
- Increased clean-up of material to allow for subsequent or predecessor phases to be unaffected; and
- Added labor to perform contract work due to logistical hurdles.

In addition to unforeseen phasing, DLF incurred substantial labor inefficiencies due to the City's decision to keep construction active during the COVID 19 pandemic. Due to the City's preference, DLF had to practice social distancing and engage in other mandated safety measures that made work performance less efficient and more costly. The administrative oversight portion of DLF's COVID 19 cost is represented separately in COR #71. However, inefficiencies with actual labor are represented in COR #83.

- b. Citation to Contract Provisions. Plan Sheets A1.31, A1.32, A2.31, and A2.32 were not buildable as issued at the time of bidding, and required a subsequent phasing plan to be provided by a licensed engineer to allow for the structural integrity of the building to be maintained during construction. The phasing of the Project, in conjunction with the COVID-19 pandemic, created unforeseen conditions that directly altered the bid time means and methods required to build the Project.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for these CORs can be found at Attachment A, Exhibit 18.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for these CORs can be found at Attachment A, Exhibit 18. DLF's verification can be found at Attachment C.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

19. Change Order Request No. 87 – Stainless Steel Recycle Cabinet (See Attachment A, Exhibit 19)

- a. Narrative of Pertinent Events. Change Order Request No. 87, in the amount of \$5,303.91, pertains to additional costs needed to procure stainless steel cabinets. The contract documents were not properly coordinated prior to bid, and the City elected to have stainless steel cabinets incorporated into the specifications, which at the time of bidding identified plastic laminate.
- b. Citation to Contract Provisions. Specification Section 064100 (Item 2.02; B) identifies the location as plastic laminate at the time of bidding.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 19.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 19. DLF's verification can be found at Attachment C.

20. Change Order Request No. 91 – HVAC Curb Flashing (See Attachment A, Exhibit 20)

- a. Narrative of Pertinent Events. Change Order Request No. 91, in the amount of \$7,923.65, pertains to the additional costs necessary to install mechanical curb flashing not identified in the contract documents provided to DLF at the time of bidding. DLF submitted COR #91 resulting from additional roofing as required at mechanical curbs. This cost does not represent or include roof penetration work.
- b. Citation to Contract Provisions. The architectural plan pages, primarily Plan Page A6.41, was not properly coordinated with Plan Page A2.51. The details for the work described were neither referenced nor quantified within the roof plan. In addition, Plan Page M3.03 was not properly quantified or coordinated with the roofing layout on Plan Page A2.51, which would identify the location of each curb receiving TPO built up roofing at its base.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 20.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 20. DLF's verification can be found at Attachment C.

21. Change Order Request No. 92 – Structural Beams Fire Rating (See Attachment A, Exhibit 21)

- a. Narrative of Pertinent Events. Change Order Request No. 92, in the amount of \$3,622.76, pertains to structural beam metal framing. At the start of gypsum installation, DLF discovered that the details in Plan Page 5/A4.21 were not buildable given the existing conditions in the field.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

The work was altered in the City's response to RFI #103 to add work at this location to make it compliant with the original design intent.

- b. Citation to Contract Provisions. In its response to RFI #103, the City provided a new detail, 4/A8.41, pursuant to which DLF submitted pricing and performed the work.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 21.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 21. DLF's verification can be found at Attachment C.

22. Change Order Request No. 94.1 (See Attachment A, Exhibit 22)

- a. Narrative of Pertinent Events. Change Order Request No. 94.1, in the amount of \$3,927.80, pertains to costs necessary to procure and install cabinets for new defibrillators. The contract documents provided to DLF at the time of bidding did not call for cabinets to be provided for the new defibrillators.
- b. Citation to Contract Provisions. The City's Change Directive #4, issued on December 2, 2020, approves this cost. No City Change Order has issued for this additional work since Change Directive #4 was issued.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 22.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 22. DLF's verification can be found at Attachment C.

23. Change Order Request No. 96.1 – Rain Water Leader (See Attachment A, Exhibit 23)

- a. Narrative of Pertinent Events. Change Order Request No. 96.1, in the amount of \$19,020.03, pertains to the installation of a scupper underneath the existing overflow drain, as directed by the City. City Change Directive #6 added work at the roof scuppers, as the existing scuppers were not reusable and had been weathered to the point of inoperability. Indeed, plant growth had taken place within the scuppers because of the extent of the blockage. The lack of drainage was not compliant with the new roofing system, and would not allow for ample flow to prevent water from backing up and either reverting into the building or ponding on the new roof.
- b. Citation to Contract Provisions. City Change Directive #6 altered work at the roof, and Plan Page A1.32 (Sheet Note 2.28) was not buildable or compliant with the new work shown in the plans.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 23.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 23. DLF's verification can be found at Attachment C.

24. Change Order Request No. 99 – Screen Post Replacement (See Attachment A, Exhibit 24)

- a. Narrative of Pertinent Events. Change Order Request No. 99, in the amount of \$17,594.91, pertains to screen posts at the building roof. The City approved DLF COR #19 to add screen posts at the building roof. Upon reviewing the site conditions at the existing roof screens, DLF subsequently determined that some of the existing posts were either so deteriorated that they could not receive the new screen or had to be altered due to their location and what was required for the new work. DLF COR #99 incorporates the cost for the additional screen posts.
- b. Citation to Contract Provisions. The existing screen is shown to be removed per Plan Page A1.32. The posts were to be reused to receive the new screen, but were not suitable for further use given their existing condition.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 24.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 24. DLF's verification can be found at Attachment C.

25. Change Order Request No. 102 – Fire Service Line Change (See Attachment A, Exhibit 25)

- a. Narrative of Pertinent Events. Change Order Request No. 102, in the amount of \$1,444.30, pertains to changes to the location of the backflow preventer on the fire service line. The City's ASI #12, describing the fire line pathway from the building to Hearst Avenue that was required to coordinate with existing electrical vault and utility locations. As a result, DLF had to remobilize and re-survey the locations in the field.
- b. Citation to Contract Provisions. ASI #12 required DLF to re-survey the fire line and back flow preventer.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 25.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 25. DLF's verification can be found at Attachment C.

26. Change Order Request No. 107.2 – Proposed Ceiling Changes (See Attachment A, Exhibit 26)

- a. Narrative of Pertinent Events. Change Order Request No. 107.2, in the amount of \$24,474.50, pertains to changes to the ceilings. The changes described in COR #107 were due to field conditions and lack of access to new equipment above the ceilings. MEP rough-in was installed as high as possible to allow the ceiling heights per plan to be achieved, but could not fit in the confined space. The ceiling heights shown in the plans were not possible in some areas without changing the elevation of the ceilings due to unforeseen constraints. In other areas, a change from gypsum hard ceilings to ACT was recommended.
- b. Citation to Contract Provisions. DLF's RFI #113 was approved to alter the base contract scope at the interior ceilings. DLF COR #107 represents the cost in doing so.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 26.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 26. DLF's verification can be found at Attachment C.

27. Change Order Request No. 108 – Scaffold Rental (See Attachment A, Exhibit 27)

- a. Narrative of Pertinent Events. Change Order Request No. 108, in the amount of \$1,332.20, pertains to scaffold rental required by the City's ASI #14. DLF had substantially completed work at the locations to receive exterior paint and had scaffolding in place to do so. The City's decision-making process regarding exterior paint colors delayed the start of the painting. DLF COR #108 represents the incurred scaffolding rental cost for the duration of that delay.
- b. Citation to Contract Provisions. ASI #14 altered the base contract work and in turn delayed exterior finishes.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 27.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 27. DLF's verification can be found at Attachment C.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

28. Change Order Request No. 112.3 – Electrical Panel LA (See Attachment A, Exhibit 28)

- a. Narrative of Pertinent Events. Change Order Request No. 112.3, in the amount of \$13,389.35, pertains to costs to repair preexisting damage to Electrical Panel LA. DLF discovered during the course of construction that electrical panel LA had suffered preexisting damage that took place prior to construction. DLF COR #112.3 was initiated pursuant to the City's response to RFI #101 (including subsequent discussions between DLF and the City), which directed work to be performed at this location to cure the issue.
- b. Citation to Contract Provisions. Within its response to RFI #101, the City acknowledges that DLF was required to perform the work involved in DLF COR #112.3 due to unforeseen conditions. DLF's pricing was verbally accepted by the City, and DLF performed the work.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 28.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 28. DLF's verification can be found at Attachment C.

29. Change Order Request No. 113 – Fire Line Conflicts (See Attachment A, Exhibit 29)

- a. Narrative of Pertinent Events. Change Order Request No. 113, in the amount of \$4,142.28, pertains to fire line conflicts. During fire line installation, DLF discovered unforeseen existing utility lines that affected DLF's ability to install the new work. DLF submitted RFI #112, in response to which the City directed DLF to perform addition work in order to avoid the unforeseen condition. DLF COR #113 represents the work identified in the City's response to RFI #112.
- b. Citation to Contract Provisions. Within the response to RFI #112, the City added thrust blocks and a 6" to 8" offset, which were required to provide adequate vertical clearance by going underneath the existing conduits.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 29.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 29. DLF's verification can be found at Attachment C.

30. Change Order Request No. 114 – C-channel @ Line 3.4 (See Attachment A, Exhibit 30)

- a. Narrative of Pertinent Events. Change Order Request No. 114, in the amount of \$14,954.46, pertains to the additional costs associated with the C-channel design. During installation of the

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

new C-channel, DLF discovered that there was no feasible way to install the entire row, given the lack of existing wood members at various locations. DLF communicated this condition to the City via RFI #113, and performed the necessary additional work required by the City's response.

- b. Citation to Contract Provisions. The City's response to RFI #113 added work to the contract, and DLF's COR #114 represents the work required by the City to be performed.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 30.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 30. DLF's verification can be found at Attachment C.

31. Change Order Request No. 116 – Material Change (See Attachment A, Exhibit 31)

- a. Narrative of Pertinent Events. Change Order Request No. 116, in the amount of \$2,365.98, pertains to the cost of a material change required by the Fire Marshall. The original 6" AMES Fire Riser was too long to be placed as shown on the City's contract documents next to the planter area, so the Fire Marshall directed a Ductile Iron Spool to be used instead. DLF COR #116 reflects the added cost to perform this work.
- b. Citation to Contract Provisions. The Fire Marshal provided direction to alter the specified material due to spacing issues with adjacent work as shown in the City's contract documents.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 31.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 31. DLF's verification can be found at Attachment C.

32. Change Order Request No. 117 – Drainage Area (See Attachment A, Exhibit 32)

- a. Narrative of Pertinent Events. Change Order Request No. 117, in the amount of \$5,482.75, pertains to additional drainage work required by a gap in the City's contract documents. DLF discovered during installation of the SDR drainage piping that the existing 6" AC drainage would not work, and that additional 6" SDR drainage piping would be required. The new SDR piping was not indicated on the contract documents within the area of work. This work also required hand digging at the Northwest side of the building.
- b. Citation to Contract Provisions. The new drainage work shown on Plan Page C2.1 did not depict the total work necessary to allow for a complete drainage system. The work described in DLF COR #117 was the necessary differential of work.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 32.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 32. DLF's verification can be found at Attachment C.

33. Change Order Request No. 118 – Existing Storm Drainage (See Attachment A, Exhibit 33)

- a. Narrative of Pertinent Events. Change Order Request No. 118, in the amount of \$4,679.18, pertains to the additional costs associated with addressing existing storm drainage not accurately depicted in the City's contract documents. The existing storm drainage systems as shown on Plan Page C4.0 were not correctly identified. Because these locations differed from as-built existing conditions, additional work on the new storm drainage systems, which were to be interconnected with the existing system, was required. This added both additional material and labor to the Project.
- b. Citation to Contract Provisions. Plan Page C4.0 did not accurately depict the work necessary to install the new storm drainage. The City's Civil Engineer, BKF, altered the plan to allow for adequate installation of the system. DLF COR #118 includes the labor and materials necessary to perform the work, as corrected by the City.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 33.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 33. DLF's verification can be found at Attachment C.

34. Change Order Request No. 120.1 – BF-E.2 Modification (See Attachment A, Exhibit 34)

- a. Narrative of Pertinent Events. Change Order Request No. 120.1, in the amount of \$59,255.31, pertains to BF-E.2 modifications. The contract drawings originally called for an (N) W8 x 31 collector beam to be installed with no splices shown along grid line E.2/3.4 to 5.9 as part of the SLRS design per sheet S203. The City's ASI #4 changed the design of the (N) W8 x 31 collector beams to be installed with splices to avoid opening the upper roof at the MPR to install the collector beams. The collector beams at each end of the SLRS were changed to (N) W6 x 25 collector beams to accommodate the existing roof joist cavities at E.2/3.4 and E.2/5.9, which were smaller than the cavities in between along the length of the collector at grid line E.2. ASI #4 revised sheet S203 to S203 – SSK8.0, in order to install all of the collector beams under a finished roof and in between the existing roof joists, with the required splices to be a welded connection. This change prompted DLF to seek direction in RFI #117 regarding details for the splices, since space to weld the spliced connections was limited. Conditions #1, #2, and #7 of RFI #117.1 address these limitations.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- b. Citation to Contract Provisions. The base contract was changed by ASI #4, which created additional work to install the beams noted in DLF COR #120.1, and by RFI #117.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 34.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 34. DLF's verification can be found at Attachment C.

35. Change Order Request No. 123.2 – Operable Partition (See Attachment A, Exhibit 35)

- a. Narrative of Pertinent Events. Change Order Request No. 123.2, in the amount of \$66,278.82, pertains to the additional costs required to install the operable partition required by the City in ASI #17. The contract documents did not call for a new operable partition to be a part of the Project. The City's ASI #17 added this scope of work, and provided a new specification section, Section 10 22 26, which DLF used to procure pricing and to submit its COR to the City for approval.
- b. Citation to Contract Provisions. Plan Page A1.31 indicates that the existing partition is to be demolished and removed as part of DLF's work. However, the new work design for the Project did not call for a new partition to be installed at this location. Post-bid ASI #17 added this scope of work, and provided the necessary information for DLF to procure pricing and deliver a new operable partition as directed by the City.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 35.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 35. DLF's verification can be found at Attachment C.

36. Change Order Request No. 126.1 –Refeed Site Lighting (See Attachment A, Exhibit 36)

- a. Narrative of Pertinent Events. Change Order Request No. 126.1, in the amount of \$11,123.18, pertains to additional costs necessary to provide a new subgrade conduit, pull box, and wiring. The existing subgrade power feed, which the contract documents directed DLF to reuse, was unusable, and DLF needed to run new wiring. This COR includes a credit for the wiring portion (contract work) of the work, but a cost to the City for new conduit and j-box due, because the existing conditions did not match the as-built drawings provided by the City to DLF at the time of bidding. There was no j-box to feed wiring into on site, and no usable conduit to feed the wiring as shown in the contract documents. DLF performed all necessary surveying and potholing prior to performing this work.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- b. Citation to Contract Provisions. The existing conditions on site were not reflective of what is shown in the contract documents provided by the City to DLF. Nor, once discovered, was the existing electrical equipment in any condition to be reused or to receive the new work.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 36.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 36. DLF's verification can be found at Attachment C.

37. Change Order Request No. 128 – Kitchen Work Adds (See Attachment A, Exhibit 37)

- a. Narrative of Pertinent Events. Change Order Request No. 128, in the amount of \$11,419.43, pertains to extra kitchen work directed by the City in response to RFI #78. DLF submitted RFI #78 to get clarification regarding kitchen design ambiguities. The City's response directed DLF to alter walls and adjust openings to accommodate the new trash enclosure. The kitchen was originally annotated as "NIC," or not a part of the work to be performed under DLF's contract. However, conditions within this space were not able to remain as indicated due to new footings.
- b. Citation to Contract Provisions. The City's response to RFI #78 altered the contract requirements by adding new notes to the kitchen area. The notes added the work included in DLF COR #128.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 37.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 37. DLF's verification can be found at Attachment C.

38. Change Order Request No. 133.1 – HVAC Components @ MPR (See Attachment A, Exhibit 38)

- a. Narrative of Pertinent Events. Change Order Request No. 133.1, in the amount of \$15,203.16, pertains to additional framing for HVAC ductwork and registers directed by the City in response to RFI #125. The contract documents called for HVAC ductwork and registers to be salvaged and reused at the locations indicated within DLF COR #133.1. But the existing ductwork and registers and return grilles could not be repurposed, as they were full of dust and debris from use over the years prior to construction. It was not possible to deliver conditioned air in balance and safe without replacing or cleaning the components and ducting. DLF raised the issue with the City in RFI #125, and the City directed DLF to remove and replace the ductwork with a new system.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- b. Citation to Contract Provisions. The City's response to RFI #125 directed DLF to install new ducting in lieu of leaving the existing work in place and attempting to reuse it.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 38.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 38. DLF's verification can be found at Attachment C.

39. Change Order Request No. 134 – Extra Roof Penetrations (See Attachment A, Exhibit 39)

- a. Narrative of Pertinent Events. Change Order Request No. 134, in the amount of \$7,968.09, pertains to additional costs for extra roof stanchions for solar panels and roof screens. The City's base bid set of drawings called for (48) new stanchions for the solar panel system on the roof. During the submittal review for the solar panel system, the City determined that a minimum of (60) stanchions were required. DLF COR #134 represents the differential of (12) stanchions between what was originally specified in the contract documents and what the City ultimately required.
- b. Citation to Contract Provisions. The City's review of post bid submittals added work to the base bid drawings.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 39.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 39. DLF's verification can be found at Attachment C.

40. Change Order Request No. 135.1 – Shower-1 Changes (See Attachment A, Exhibit 40)

- a. Narrative of Pertinent Events. Change Order Request No. 135.1, in the amount of \$3,179.71, pertains to the removal and replacement of the existing Shower-1 valve with a different model. These accessories were not listed in the contract documents' fixture schedule.
- b. Citation to Contract Provisions. The contract documents delivered by the City to DLF at the time of bidding included errors and omission to Plan Page P1.01 – Plumbing Fixture Schedule, and specifically did not include the shower accessories the City required DLF to install.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 40.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 40. DLF's verification can be found at Attachment C.

41. Change Order Request No. 137.1 – Door Hardware Conflicts (See Attachment A, Exhibit 41)

- a. Narrative of Pertinent Events. Change Order Request No. 137.1, in the amount of \$46,112.14, pertains to additional costs necessary to resolve door hardware conflicts in the contract documents. DLF submitted RFI #132, which identified numerous door locations that had either incorrect or missing hardware assigned to them in the contract documents. In short, the contract documents did not provide for adequate door hardware giving the as-built conditions on site. The City's response to RFI #132 directed DLF to add both doors and hardware at various locations.
- b. Citation to Contract Provisions. The City's response to RFI #132 added work to the contract and adjusted the base bid Door Hardware Schedule.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 41.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 41. DLF's verification can be found at Attachment C.

42. Change Order Request No. 145.1 – Kitchen Lights Replacement (See Attachment A, Exhibit 42)

- a. Narrative of Pertinent Events. Change Order Request No. 145.1, in the amount of \$23,949.83, pertains to replace existing Kitchen lights. DLF submitted RFI #146 to notify the City that the existing lights in the Kitchen were in bad condition, and that Plan Page ED2.01 did not correctly reflect the quantity of light fixtures on site. DLF COR #145.1 represents the material and labor to replace the lights due to their condition and style, which was different from recessed grid lights called for throughout the building for the balance of the Project. The City approved the material but rejected DLF's labor, stating that DLF should have assumed removal of the lights, so that they were "salvaged" during the Project. However, the contract documents call for the entire Kitchen space to be "NIC," or not a part of the work to be performed under DLF's contract. DLF was not supposed to perform work within the Kitchen, let alone above it in a way that would impact the existing lights. Thus, there was no reason for DLF to disturb or remove the lights in the first instance.
- b. Citation to Contract Provisions. In RFI #146, DLF identified ambiguities within the contract documents, and the City ultimately agreed but approved only a portion of the cost to address the ambiguity. DLF is entitled to be fully compensated for its work described in DLF COR #145.1.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 42.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 42. DLF's verification can be found at Attachment C.

43. Change Order Request No. 147 – New Grease Interceptor (See Attachment A, Exhibit 43)

- a. Narrative of Pertinent Events. Change Order Request No. 147, in the amount of \$45,746.21, pertains to the cost to install a new grease interceptor. The existing grease interceptor at the Project was corroded and in non-operable condition. Due to its condition, the City issued City Change Directive #11, which added a new interceptor and sink to DLF's scope of work. City Change Directive #11 called for DLF to "[a]bandon existing grease interceptor and install new, under-sink, floor mount model per the revised plumbing drawing. The installation will require a new 3-compartment sink. A wall-mounted 'bollard' is included to protect the exposed pipe in the trash enclosure." DLF submitted pricing for the work directed by City Change Directive #11 and completed the work in its entirety.
- b. Citation to Contract Provisions. City Change Directive #11 added scope to DLF's contract due to the unforeseen existing condition of the building's grease interceptor.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 43.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 43. DLF's verification can be found at Attachment C.

44. Change Order Request No. 148.2 – Drain Piping Issue (See Attachment A, Exhibit 44)

- a. Narrative of Pertinent Events. Change Order Request No. 148.2, in the amount of \$31,389.26, pertains to replacement of specified Zurn drains that did not work as designed with cast iron drainage pipe. The City issued ASI #11 due to inadequate drainage at the South and West sides of the Project. This change mandated that DLF use cast iron drainage assemblies in lieu of the original Zurn trench drain that was specified in the Project's contract documents, which would not function properly because existing elevations were non-compliant with the base design. DLF performed the work on a time and materials basis and submitted its costs. The City has not incorporated these DLF costs into a City Change Order.
- b. Citation to Contract Provisions. ASI #11 altered the base contract documents and added work to the exterior drainage scope.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 44.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 44. DLF's verification can be found at Attachment C.

45. Change Order Request No. 153 – Utility Box at 8” SD (See Attachment A, Exhibit 45)

- a. Narrative of Pertinent Events. Change Order Request No. 153, in the amount of \$6,114.00, pertains to the costs incurred to move the utility box at the 8” storm drain on MLK Avenue. Plan Sheet C4.0 (City Change Directive #5) indicated a Christie Box that was shown to be higher than the actual sidewalk, so DLF submitted RFI #121. The City's response directed DLF to “intercept the 8” SD with an open-grated catch basin at the face of wall on the planter side. The catch basin will be notched at the bottom for the transition to the channel drain. On the sidewalk side of the wall, the channel drain will continue and terminate at the face of wall, where an opening with the same dimensions will be provided for drainage.”
- b. Citation to Contract Provisions. The City's response to RFI #121 directed DLF to perform extra work, which DLF performed.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 45.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 45. DLF's verification can be found at Attachment C.

46. Change Order Request No. 160 – Exterior Wall Insulation (See Attachment A, Exhibit 46)

- a. Narrative of Pertinent Events. Change Order Request No. 160, in the amount of \$14,119.26, pertains to additional work necessary to insulate the exterior wall at grid line B.8/2. DLF submitted RFI #64 indicating that it had discovered discrepancies at the full height walls per Sheet A2.32. The City responded by instructing DLF to adjust the wall and insulation assembly. DLF performed the work as directed by the City.
- b. Citation to Contract Provisions. The City's response to RFI #64 altered the wall assemblies on Plan Page A2.32.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 46.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.

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Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 46. DLF's verification can be found at Attachment C.

47. Change Order Request No. 169.1 – Maple Trees Replacement (See Attachment A, Exhibit 47)

- a. Narrative of Pertinent Events. Change Order Request No. 169.1, in the amount of \$16,167.14, pertains to replacement of maple trees on the property. The two maples trees in question were originally shown to remain in the Project's contract documents. However, the Civil Plan Pages also showed new grade heights that were over 8" below the original top of grade at the existing trees. Because the new elevations within the contract documents were so much lower than that of the existing as-built condition, it was not possible to maintain the existing trees, as their roots had to be exposed to install the new work required in the plans. COR #169.1 reflects the cost for the Civil Engineer to provide the new design and that remedied the initial failure to properly coordinate its design with the existing conditions prior to construction.
- b. Citation to Contract Provisions. The City issued ASI #22, which directed DLF to proceed with the work and install new tree. DLF performed the work accordingly.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 47.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 47. DLF's verification can be found at Attachment C.

48. Change Order Request No. 173 – Camera Relocation (See Attachment A, Exhibit 48)

- a. Narrative of Pertinent Events. Change Order Request No. 173, in the amount of \$12,663.18, pertains to the cost of relocating two exterior cameras, work not included in the contract documents provided to DLF at the time of bidding. The City requested that these exterior cameras be relocated from their original location, and DLF performed the work as requested. The City's response to the cost, per City Change Directive #10, was to verify that the work was complete, which DLF confirmed. The City has not incorporated these DLF costs described in DLF COR #173 into a City Change Order.
- b. Citation to Contract Provisions. The City changed the design in the contract documents provided to DLF at the time of bidding by altering the locations of exterior cameras that were already installed, and DLF performed the work.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 48.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.

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- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 48. DLF's verification can be found at Attachment C.

49. Change Order Request No. 174.1 – Added Door Assemblies (See Attachment A, Exhibit 49)

- a. Narrative of Pertinent Events. Change Order Request No. 174.1, in the amount of \$2,305.33, pertains to additional costs for doors not specified in the contract documents provided to DLF at the time of bidding. The City's Change Directive #1 altered various door locations, among other things. DLF submitted its COR #174.1 to reflect the altered work at window W34 as the result of City Change Directive #1.
- b. Citation to Contract Provisions. City Change Directive #1 changed various door/window openings, including W34, which was altered as part of this post-bid City change.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 49.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 49. DLF's verification can be found at Attachment C.

50. Change Order Request No. 177 –Display Case Power (See Attachment A, Exhibit 50)

- a. Narrative of Pertinent Events. Change Order Request No. 177, in the amount of \$2,990.81, pertains to additional costs necessary to run power to two display cases. The City issued City Change Directive #4 on September 4, 2019, and added two display cases at the Project, and DLF procured and installed those cases via a separate, approved, COR. During installation, DLF discovered that the display cases required new power so that their lights could function, and that this power was not accounted for in City Change Directive #4, and thus was not a part of any prior approved cost. The City subsequently confirmed that new power must be run to the new display cases, and this power was not previously indicated or included in the Project's contract documents.
- b. Citation to Contract Provisions. The City issued City Change Directive #4 to add two display cases, but this Change Directive was incomplete, and did not represent the entire scope necessary to allow for the cabinets to function. Specifically, City Change Directive #4 did not include power, which DLF subsequently provided, as directed by the City.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 50.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 50. DLF's verification can be found at Attachment C.

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51. Change Order Request No. 179 – Digital Cell Dialer (See Attachment A, Exhibit 51)

- a. Narrative of Pertinent Events. Change Order Request No. 179, in the amount of \$1,719.83, pertains to the cost to install a digital cell dialer that differed from the contract documents provided by the City to DLF at the time of bidding, and from the approved fire alarm system. During final testing of the buildings fire alarm system, the City's fire alarm monitoring company realized that the specified digital dialer was incompatible with its monitoring system, and had to be replaced with a compatible model. DLF performed the work, and replaced the dialer installed consistent with the original contract documents with the dialer specified by the City's fire alarm monitoring company.
- b. Citation to Contract Provisions. The contract documents did not identify a digital cell dialer compatible with the fire alarm system and that would allow the fire alarm system to be monitored once installed.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 51.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 51. DLF's verification can be found at Attachment C.

52. Change Order Request No. 180 – CCD #14 Sprinkler Heads (See Attachment A, Exhibit 52)

- a. Narrative of Pertinent Events. Change Order Request No. 180, in the amount of \$1,339.32, pertains to changes to sprinkler heads identified in City Change Directive #14. City Change Directive #14 was issued to DLF by the City to cure architectural design issue due to its interference with DLF's newly installed fire sprinkler system. Specifically, the new lighting was surfaced mount style fixtures, and interfered with the coverage of the new sprinklers. DLF was instructed to lower the sprinkler heads to allow for ample coverage while also leaving the lights as is.
- b. Citation to Contract Provisions. The City issued City Change Directive #14 to DLF to alter the City's original design and to direct DLF to perform this additional work.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 52.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 52. DLF's verification can be found at Attachment C.

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53. Change Order Request No. 182 – FM Signage (See Attachment A, Exhibit 53)

- a. Narrative of Pertinent Events. Change Order Request No. 182, in the amount of \$424.63, pertains to costs necessary to furnish and install signage requested by the Fire Marshal. The Fire Marshal noted during her inspection that the City's signage plan was not code compliant, and address signage needed to be added at the front of the building. The City requested pricing for this work, and DLF performed the additional signage installation.
- b. Citation to Contract Provisions. The City's base design was not code compliant. In order to obtain the Fire Marshal's sign-off for the Project, address signage needed to be added to the project.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 53.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 53. DLF's verification can be found at Attachment C.

54. Change Order Request No. 186 – T-Bar Grid Adjustments (See Attachment A, Exhibit 54)

- a. Narrative of Pertinent Events. Change Order Request No. 186, in the amount of \$4,881.73, pertains to the costs required to make adjustments to the t-bar grid impacted by the City's changes to the electrical scope after the installation of that work. DLF was required to complete "re-work" at the t-bar grid and tiles due to unavoidable damage caused by above-ceiling changes in work made by the City following the original installation. DLF had completed all above-ceiling MEP rough in and scheduled mandated inspections for the base contract work prior to installing the t-bar grid. However, following this original installation, the City directed DLF to add work involving both low voltage and powering that required the removal of certain sections.
- b. Citation to Contract Provisions. The original ceiling installation was done pursuant to the contract documents, and all above-ceiling work was inspected prior to doing so. The City added scope following the original ceiling installation that required the additional work identified in DLF COR #186.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 54.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 54. DLF's verification can be found at Attachment C.

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55. Change Order Request No. 187 – Adjust & Modify FWP-1 Panels (See Attachment A, Exhibit 55)

- a. Narrative of Pertinent Events. Change Order Request No. 187, in the amount of \$9,882.99, pertains to the costs necessary to recess FWP-1 panels at several locations. New mechanical fan coil units at the Project could not be fully recessed into the wall as originally designed. In response to DLF's RFI #118, the City provided a change in design to move or recess the units at several locations, and the walls had to be altered to allow for the units to be directly adjacent to the surrounding panels. DLF and its sub-tier, Highpoint Acoustics, performed the added work required by the City at the specified locations.
- b. Citation to Contract Provisions. DLF submitted RFI #118 requesting necessary information in order to complete the construction of the walls in conjunction with the mechanical systems required at several locations. The City's response to DLF RFI #118 altered or changed the work required at several locations.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 55.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 55. DLF's verification can be found at Attachment C.

56. Change Order Request No. 188 – Slot Drain Location Change (See Attachment A, Exhibit 56)

- a. Narrative of Pertinent Events. Change Order Request No. 188, in the amount of \$6,027.81, pertains to slot drain location changes. Due to changes made in City Change Directive #5, specifically Plan Page L1.1, the slot drain shown on Plan Page C4.0 had to be moved to accommodate the City's new design. DLF performed this work due to post-bid landscaping changes.
- b. Citation to Contract Provisions. City Change Directive #5 changed the design identified in the contract documents the City provided to DLF at the time of bidding. This created conditions where previously installed work had to be altered to accommodate the new design. The changes in City Change Directive #5 altered the requirements of Plan Page C4.0.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 56.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 56. DLF's verification can be found at Attachment C.

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57. Change Order Request Nos. 190.1 and 191.1 – Mold Remediation (See Attachment A, Exhibit 57)

- a. Narrative of Pertinent Events. Change Order Request Nos. 190.1 and 191.1, in the combined amount of \$76,966.67, pertain to mold remediation. Due to inadequate base design and incomplete post-bid design changes, the building's weatherproofing systems were compromised due to heavy rains in October 2021. The City demanded and DLF performed additional remediation work and installed new carpeting. The water intrusion occurred because of: inadequate existing window weatherproofing, which the City has acknowledged continuously leak in the recorded Weekly OAC Meeting on May 4, 2022; underspecified exterior drain inlets; and defective design components at the North Walkway, in which the City's new sidewalk design did not allow for amply base plate coverage. Also, the existing weatherproofing infrastructure at the building, unrelated to DLF's scope of work, was also clearly compromised. Pre-construction water intrusion was a common occurrence well before DLF mobilized to the site, and this was confirmed by the standing water conditions at the elevator pit and the abundance of mold removal resulting from high moisture levels within the walls at the start of the project, which the City agreed was a change condition and for which the City compensated DLF to perform extra work.
- b. Citation to Contract Provisions. The base contract design and subsequent design changes after the start of the Project were ineffective, and the systems did not provide ample protection at the jobsite.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for these CORs can be found at Attachment A, Exhibit 57.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for these CORs can be found at Attachment A, Exhibit 57. DLF's verification can be found at Attachment C.

58. Change Order Request No. 192 – Elevator Repair Work (See Attachment A, Exhibit 58)

- a. Narrative of Pertinent Events. Change Order Request No. 192, in the amount of \$16,142.83, pertains to costs necessary to perform out-of-scope elevator repair work. City Change Directive #12 instructed DLF to perform work to cure unforeseen deficiencies at the existing elevator. The elevator was not a part of DLF's contract. DLF coordinated with the City's elevator vendor and performed the work as directed.
- b. Citation to Contract Provisions. City Change Directive #12 added out-of-scope work to be performed by DLF at the existing elevator. This work was not identified in the original contract documents.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 58.

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- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 58. DLF's verification can be found at Attachment C.

59. Change Order Request No. 194 – Adjustments at Existing Windows (See Attachment A, Exhibit 59)

- a. Narrative of Pertinent Events. Change Order Request No. 194, in the amount of \$706.08, pertains to costs necessary to make out-of-scope weatherproofing adjustments to existing building windows. City Change Directive #14 instructed DLF to provide additional weatherproofing at existing building windows. These windows had been originally installed by others in a manner that allowed them to leak, and were not part of DLF's contract. DLF performed the additional work as directed.
- b. Citation to Contract Provisions. City Change Directive #14 added out-of-scope weatherproofing work to be performed by DLF at the existing windows. This work was not identified in the original contract documents.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 59.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.
- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 59. DLF's verification can be found at Attachment C.

60. Change Order Request No. 196 – Emergency Lighting Inspection (See Attachment A, Exhibit 60)

- a. Narrative of Pertinent Events. Change Order Request No. 196, in the amount of \$28,079.68, pertains to costs necessary to install emergency exit lighting required to pass the Fire Marshal's inspection. The Fire Marshal's final inspection noted that the Project's design did not account for sufficient emergency exit lighting, so DLF submitted RFI #185 to request direction from the City regarding the lighting required by the Fire Marshal. The City requested that DLF perform additional work to add emergency exit lighting, and DLF performed the work.
- b. Citation to Contract Provisions. The City's response to DLF RFI #185 directed DLF to perform additional work in the form of emergency exit lighting that was not included in the base contract.
- c. Theory of Entitlement. Compensable unforeseen conditions and/or City directed additional work.
- d. Complete Pricing of All Cost Impacts. Pricing and additional supporting documentation for this COR can be found at Attachment A, Exhibit 60.
- e. Time Impact Analysis. DLF's time impact analysis can be found at Attachment B.

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@NixonPeabodyLLP

- f. Supporting Documentation and Verification. Supporting documentation for this COR can be found at Attachment A, Exhibit 60. DLF's verification can be found at Attachment C.

CONCLUSION

DLF submits the CORs described in this Claim for compensable work and time extensions to perform work directed by the City on the City's North Berkeley Senior Center Seismic Upgrades and Renovations Project. The Claim seeks payment in the aggregate amount of **\$3,381,228.83**, and includes as part of COR #61.7 (Extended General Conditions) a time extension request of 752 working days. DLF looks forward to resolving these open CORs with the City.

Sincerely,



Matthew A. Richards

Attachment A – DLF Supporting Documentation (Exhibits 1-60)
Attachment B – DLF Time Impact Analysis
Attachment C – DLF Verification

