



**CORDOBA CORPORATION**

**CLOSEOUT & PUNCHLIST MEETING MINUTES**

PROJECT TITLE:	ATHLETIC COMPLEX
COLLEGE:	LANEY
PROJECT No:	PCCD PROJ # 02338
DSA FILE No.:	1-C1 APPLICATION # 01-110972
DATE:	December 22, 2011
MEETING TIME:	10:00 AM - 11:00 AM Location: PCCD Office-Department of General Services-Conference Room #3
SUBJECT:	Closeout & Punchlist

ATTENDEES: Meeting held December 22, 2011

Initials	ATENDEE	Present	Absent	EMAIL ADDRESS
RD	Robert Dias, Director of Capital Project, PCCD	X		<a href="mailto:rdias@peralta.edu">rdias@peralta.edu</a>
CBG	CLAUDETTE B-GOW		X	<a href="mailto:b-gconsult@yahoo.com">b-gconsult@yahoo.com</a>
TT	TRENT TORNABENE, PCCD emergency cell: 510-926-2243		X	<a href="mailto:ttornabene@peralta.edu">ttornabene@peralta.edu</a>
AAA	Angel A. Alvarez, Cordoba emergency cell: 562 316-8287	X		<a href="mailto:aalvarez@cordobacorp.com">aalvarez@cordobacorp.com</a>
NA	NAWAR AL JUBURI, Cordoba emergency cell: 510-289-8412	X		<a href="mailto:naljuburi@cordobacorp.com">naljuburi@cordobacorp.com</a>
IF	ILIA FLORENTIN, GILBANE emergency cell : 408-516-6470		X	<a href="mailto:iflorentin@gilbaneco.com">iflorentin@gilbaneco.com</a>
SJ	SCOTT JEWELL, GILBANE cell: 408-640-6191		X	<a href="mailto:sjewell@gilbaneco.com">sjewell@gilbaneco.com</a>
BD	BILL DURAND, GILBANE emergency cell: 775-691-7534		X	<a href="mailto:wdurand@gilbaneco.com">wdurand@gilbaneco.com</a>
RE	Elgie, Rod, Gilbane District Operation Manager	X		

Responsible party: G = Gilbane; PCCD=Peralta Community College District; C = Cordoba

- This meeting has been requested by Gilbane Management Team for the purpose of reviewing closeout process and punchlist pending items
- All the meeting participants have agreed that the main intent behind this meeting is to identify the pending issues which will require subsequent discussions and assign deadline to each one of these items.

ITEM #	ISSUE	RESP	DUE DATE	STATUS
1.0	<b>PG&amp;E Reimbursable:</b> This item has been pending for several months and there are no more documents required to be submitted by Gilbane. RD has indicated that this item has been elevated to Dr. Sadiq; so it would be discussed directly with the PCCD Vice Chancellor for Financial Services. The Dept. of General Services acknowledges that Gilbane made this payment to PG&E during the course of the construction in order to accelerate the work progress and maintain the work on schedule. RE has suggested that Gilbane Senior Management will contact Dr. Sadiq directly in order to expedite the process of payment. PCCD to follow up and provide feedback.	PCCD & CC	ASAP	Open

2.0	<p><b>Stop Notice Withholding Payment</b></p> <p>-Gilbane inquired on status of releasing the remaining amount of the withheld payment (<b>\$68,074</b>) which had not been released with Pay Application #29. This number represents a portion of the total amount that has been withheld by PCCD due to four (4) Subcontractors' Stop Notices. Gilbane has already provided the District with formal conditional wavers and releases for these stop notices.</p> <p>-The PCCD has acknowledged that any payment associated with stop notice which has been waved by a formal release notice should be processed. Trent has passed over to the responsible party the entire documents which have been submitted by Gilbane. Any delay associated with this item is due to an internal coordination issue, thus, PCCD will follow up on this request and provide Gilbane with a feedback after the Holidays Break</p>	PCCD & CC	ASAP	Open
3.0	<p><b>Remaining Punchlist Valuation (Retention)</b></p> <p>-Previously, Gilbane has suggested assigning value to the remaining items on the punchlist and withholding retention based on that value. Gilbane has estimated the value of these items to be - \$ 7K.</p> <p>-RD has made clear that the District's Policy doesn't allow reducing any contract retention below the 50% rate; also it requires a special Board Action in order to be executed which makes it difficult for the District to process such request. RD recommended, therefore, Gilbane Building Company to expedite the process of addressing the remaining punchlist items including the closeout procedure, so the remaining retention can be released as a one full amount rather than divided into partial releases on several phases.</p> <p>-PCCD &amp; Cordoba will cooperate with Gilbane to meet this goal, thus, Cordoba will be available during the District's Holidays Break to provide Gilbane with access to the jobsite. (If requested by Gilbane)</p> <p>- Gilbane believes that the District's position is in conflict with contract as states under Section #01200-Part #1-Item #1.7D3 of the General Requirements. On the other hands, Cordoba explained that District's position is in agreement with a different clause of the Contract General Requirements which is Item #1.9A-Part #1 of Section #1200. However, Gilbane plans to accelerate the closeout procedure and complete the remaining items on the punchlist in order to satisfy this condition.</p> <p>-As a direct result of this item, the PCCD will reject Pay Application #33 and request Gilbane to revise and resubmit without reducing the remaining retention below the 2.5% rate.</p>	GBC	ASAP	Open
4.0	<p><b>Fire Alarm System</b></p> <p>The issue of the Fire Alarm at the Field House has been resolved and Simplex has successfully connected the Field House with the PCCD Sheriff's Office as required. The only action remaining under this item is the execution of the Test by the IOR in order to confirm the system functionality and provide sign-off. The Fire Alarm Test is expected to take place early January 2012 and the District requires a 48 hours advance notice.</p>	GBC	ASAP	Open

5.0	<p><b><u>Landscape Maintenance Period:</u></b>  After verifying the documents of the CO #1 &amp; #2; Gilbane strongly believes that this item has been eliminated per the VE list included with CO #1, also the cost breakdown shows that the cost of this item has been presented as credit and the total amount adds up to \$ 1.25 million as requested by the Change Order #1. Gilbane, therefore, refuses to provide the landscaping maintenance period and promise to provide the District with a copy of the cost calculations that has been used to determine the amount of CO #1 as a justification for this position.</p> <ul style="list-style-type: none"> <li>- The District &amp; Cordoba believe that Dr. Webb’s memo, Laney College President; has requested to bring back the landscaping to the contract and this applies to the landscape maintenance as well. Moreover, the language of Gilbane’s VE list is not clear enough to determine whether to keep the Maintenance Period or delete it from the contract. Both parties; Gilbane and PCCD have agreed that the language used on Gilbane’s VE List considers unclear. Although, RE insisted that the final interpretation of the CO #1 called for the deletion of the Maintenance Period</li> <li>- The PCCD and Gilbane Building Company are unable to reach a mutual agreement regarding this issue, therefore, this item consider one of the main disputed items and PCCD will escalate it to Dr. Sadiq’s level for resolution.</li> </ul>	PCCD & CC	ASAP	Open
6.0	<p><b><u>Restroom Hardware:</u></b>  -RE stated that Gilbane has proceeded with changing the Field House Restroom Hardware based on a request made by Coach John Beam during a meeting held between the End-Users and the Architect of Record early in the design phase. Gilbane has provided copy of Architect’s personal notes which she has recorded during that particular meeting as a justification for this change</p> <ul style="list-style-type: none"> <li>-PCCD &amp; Cordoba have no formal record for this change, and if John Beam has made such a request in the past, this should not revoke Gilbane’s contractual responsibility to provide doors’ hardware per the District’s Standard, and any change that has been made by a verbal request or without following the formal procedure of obtaining the District’s prior approval, considered invalid</li> <li>-Gilbane will look into this item and provide a feedback</li> </ul>	GBC	ASAP	Open
7.0	<p><b><u>Existing Estuary Area Irrigation System Reconnection:</u></b>  -Cordoba indicated that Gilbane’s Landscaping Subcontractor has been disputing the fact that existing irrigation heads located along the Estuary Area are included within his scope of work or not. The DSA approved drawings are very specific that the any existing irrigation heads where impacted by the construction activities must be returned to operation at the conclusion of the job. Somehow during the course of the construction; the excavation activates caused these lines to be isolated and the Subcontractor has lost the original point of connection and he has been asking for the District’s directions on where to reconnect these lines. Cordoba considers the Subcontractor’ request is unacceptable due to the fact that this Subcontractor has executed the demolition work and the point of connection should have been preserved as the Subcontractor completely responsible for restoring the existing conditions as indicated on the DSA Approved Drawings. Moreover, NA stated that the PCCD’s Maintenance Dept. has located nine (9) existing sprinkler heads that need to be tied to the irrigation system in order to restore the existing conditions.</p> <ul style="list-style-type: none"> <li>- Gilbane Team will contact the Subcontractor with this new information and will provide a feedback.</li> </ul>	GBC	ASAP	Open

8.0	<p><b><u>Increment #2 Punchlist Issues: Deleted Landscaping &amp; Irrigation</u></b></p> <p>-Cordoba has identified discrepancies between the implemented landscaping scope and the design documents. This includes two planting areas located near the man gate at the 8<sup>th</sup> steet, the existing path located to north side of the field with the new fencing adjustments, and the parking lot median. These comments have been recorded on the Landscaping Punchlist. Cordoba requested Gilbane to address these comments in the field and/or provide the necessary documentation for the items that have been deleted, also ensure that all these changes will be indicated on the As-Built Drawings.</p> <p>-NA stated that the RFI #0052 considered an internal correspondence between the Design-Build Entity design team and the landscaping subcontractor and the District has not been involved in the process of finalizing any of the design decisions that were requested by the RFI, thus, Gilbane is responsible for the completion of the landscaping and the irrigation system per the approved drawings.</p>	ALL	ASAP	Open
9.0	<p><b><u>Liquidated Damages:</u></b></p> <p>-RE indicated that the PCCD has no legitimate position to assess LD's against Gilbane Building Company considering the fact that the Head-End equipment have been installed inside the Field House IDF Room by the District's IT early November 201, and the District would not be able to occupy the Field House on October 15<sup>th</sup> without these equipment in place as they are necessary to complete the connection of the Fire-Life Safety System inside the Building.</p> <p>- PCCD and Cordoba completely disagree with Gilbane's assumption that the installation of the Head-End equipment considered the main factor which has prevented the District from starting the occupancy. Gilbane could not meet their contractual obligation and meet the Project Completion on October 15, 2011 as requested by CO #4</p> <p>-AAA indicated that The PCCD's intent behind declaring October 27, 2011 as Substantial Completion Date was to follow the contract language as much as possible as the main access to the Field House was completed and cleared from the heavy machinery only by this date also the Elevator could be operated with the present of operator. The District need to make the final decision whether to assess Liquidated Damages if deemed necessary as we have almost a 12 calendar days of delay</p> <p>-RD indicated that the assessment of LD's applies to the entire project completion and it is not based on the completion of one equipment installation. Any contractor who fails to meet the contractual obligation by the approved date, the LD's will be assessed for each day of delay</p> <p>- At this point, The District and Gilbane Building Company have agreed to hold on the discussion of this item until the remaining punchlist and the closeout items to be closed, and consider the use of an approach which will addresses the remaining of the disputed items in one global settlement. This should include the Landscaping Maintenance Period and the Final Change Order as well.</p>	GBC	ASAP	Open
10.0	<p><b><u>Final Change Order:</u></b></p> <p>-To be discussed at the time of finalizing the disputed items.</p>	PCCD & CC	ASAP	Open

11.0	<p><b>Meeting Handouts &amp; Closeout Progress:</b></p> <p>-RE stated that over the course of the project, Gilbane Building Company has executed several scope items which did not called for by the Design Documents and without any extra charges to the Owner. These items have been presented to the District using a spreadsheet that shows the cost of each item. Furthermore, during the course of the project, some of Gilbane’s monthly progress payments have been paid late by the District, and according to the contract language; Gilbane has the right to assign interest on the late payments which could add up so far to almost a \$ 55K. However, Gilbane Building Company has not taken any action in this regard and would like the PCCD to put these two factors into consideration at the time of resolving the disputed items</p> <p>-Cordoba has requested Gilbane to expedite the process of collecting all the closeout documents including the As-Built Drawing, O&amp;M Manuals, Warranties, start the final stage of the LEED Certification, and address the remaining issues on the Commissioning Agent Issues Log in order to finalize the Commissioning Report</p> <p>-Gilbane plans to complete most of these items by the end of this year with exception to the DSA final certification which may take more time during the review process. Gilbane, however, will coordinate with the Architect of Record to have the necessary documents ready to be submitted to DSA as soon as possible</p>	ALL	ASAP	Open
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-Any corrections must be submitted within 1 day of receipt of these minutes:  
Submitted by: Angel A. Alvarez, Sr. PM, Cordoba Corp, Construction Manager

Cc: Robert Dias, PCCD  
Trent Tornabene, PCCD  
Gilbane ATTENDEES  
Nawar Al Juburi, Cordoba