



# CITY OF STOCKTON

DEPARTMENT OF MUNICIPAL UTILITIES

2500 Navy Drive • Stockton, CA 95206-1191 • 209/937-8750 • Fax 209/937-8708  
www.stocktongov.com

August 20, 2013

Erica Ledesma  
Special Corporate Financial Services  
Relationship Specialist  
Comerica Bank | MC 4347  
2 Embarcadero Center, Suite 300  
San Francisco, CA 94111

## AUTHORIZATION FOR PARTIAL REDUCTION OF ESCROW ACCOUNT PRINCIPAL – ESCROW ACCOUNT NO. 10021-0007RET

Per Section 6 of the enclosed Escrow Agreement for Security Deposits in Lieu of Retention by and between the City of Stockton (City), Preston Pipelines, Inc., and Comerica Bank, the City hereby authorizes the release of funds in the amount of **\$1,154,286.19** to Preston Pipelines, Inc. This amount represents the current principal account balance of \$1,598,648.36 less \$444,362.17 in Stop Notices received by the City from Preston's subcontractors for the Delta Water Supply Project Intake and Pump Station (Project No. M09110). Please remit said funds as indicated below referencing Escrow Account No. 10021-0007RET to:

**Preston Pipelines, Inc.**  
133 Bothelo Avenue  
Milpitas, CA 95035

Per Section 5 of the above referenced agreement, Preston Pipelines, Inc. is entitled to withdrawal any interest earned on the escrow account at any time without the City's authorization.

Should you have any questions regarding this authorization, please contact Robert L. Stanberg, Interim Assistant Director of Municipal Utilities at (209) 937-8779.

  
C. MEL LYTLE, PH.D.  
DIRECTOR OF MUNICIPAL UTILITIES

CML:RLG:MP:mp

Enclosures

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**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between;

**CITY OF STOCKTON**

whose address is 425 N. EL DORADO STREET, STOCKTON, CA 95202

hereinafter called "City", and PRESTON PIPELINES, INC.

whose address is 133 BOTHELO AVENUE, MILPITAS, CA 95035

hereinafter called "Contractor", and COMERICA BANK

whose address is TWO EMBARCADERO CENTER, STE 300, SAN FRANCISCO, CA 94111

hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Code, with Escrow Agent, as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for **Construction of the Delta Water Supply Project Intake and Pump Station Facility** in the amount of ~~\$16,156,000 dated August 25, 2009~~ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of City, and shall designate the Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retention earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6), inclusive, of this Agreement, and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of City:

On Behalf of Contractor:

CHIEF FINANCIAL OFFICER

Secretary

\_\_\_\_\_  
Title

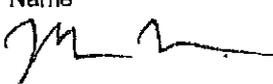
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Title

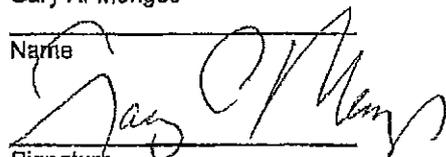
MARK MOSES

Gary A. Menges

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

425 N. EL DORADO STREET  
STOCKTON, CA 95202

133 Bothelo Ave.  
Milpitas, CA 95035

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

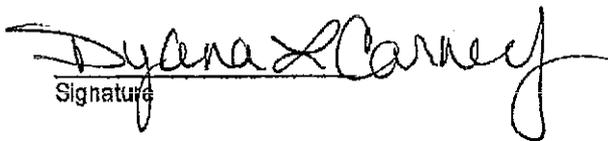
On Behalf of Escrow Agent:

VICE PRESIDENT  
CORPORATE ESCROW OFFICER

\_\_\_\_\_  
Title

DYANA L. CARNEY

\_\_\_\_\_  
Name

  
Signature

TWO EMBARCADERO CENTER, SUITE 300  
SAN FRANCISCO, CA 94111

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

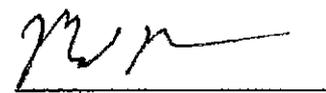
CITY:

CHIEF FINANCIAL OFFICER

\_\_\_\_\_  
Title

MARK MOSES

\_\_\_\_\_  
Name

  
Signature

CONTRACTOR:

Secretary

\_\_\_\_\_  
Title

Gary A Menges

\_\_\_\_\_  
Name

  
Signature

C-09-085 p

# CERTIFICATE OF AUTHORITY

The undersigned hereby certifies that any one of the following persons acting alone has the authority to execute and deliver documents on behalf of CITY OF STOCKTON pursuant to the Escrow Agreement, dated as of AUGUST 25, 2009 between PRESTON PIPELINES, INC., the CITY OF STOCKTON, and Comerica Bank, a Michigan banking corporation (in its capacity as escrow holder hereunder, the "Escrow Holder").

<u>Name</u> (legibly print name here)	<u>Position</u> (legibly print corporate title here)*
C. Mel Lytle, Ph.D.	Director of Municipal Utilities

Manual (actual) Signature

*C. Mel Lytle*

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By: *[Signature]*

Bob Deis

Name: \_\_\_\_\_

City Manager

Its: \_\_\_\_\_

Date: August 16, 2013

APPROVED AS TO FORM AND CONTENT

By: *[Signature]*

Deputy City Attorney

ATTEST:  
 CLERK OF THE CITY OF STOCKTON  
 By: *[Signature]*

**VERY IMPORTANT NOTE:**

YOU CANNOT GRANT AUTHORITY TO YOURSELF. THIS FORM MUST BE SIGNED BY THE APPROPRIATE MANAGING PERSON OR PERSONS PURSUANT TO YOUR MUNICIPALITY CHARTER WHO IS NOT THE PERSON OR PERSONS GRANTED AUTHORITY HEREIN. THE PERSON OR PERSON GRANTING AUTHORITY MUST BE THE SAME AS THE PERSON OR PERSONS WHO HAVE SIGNED THE ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION AND/OR SHOWN IN THE MEETING MINUTES APPROVING THIS PROJECT. IF YOU HAVE NOT PROVIDED THE ESCROW HODLER WITH A COPY OF THE MEETINGS YOU MAY ATTACH THEM TO THIS FORM.

08 1465620



**Preston Pipelines**  
**General Engineering Contractor**

August 22, 2013

City of Stockton  
Department of Municipal Utilities  
2500 Navy Drive  
Stockton, CA 95206-1191

Attn: Mr. Mel Lytle, Director of Municipal Utilities

Re: Delta Water Supply Project, Intake Pump Station  
Authorization for Partial Reduction of Escrow Account Principal  
Escrow Account #10021-0007RET

Mr. Lytle,

Preston has received the City of Stockton notice, dated August 20, 2013, stating that a partial release of retention is forthcoming. The City states that \$1,154,286.19 will be released from escrow to Preston. The amount represents the current escrow balance of \$1,598,648.36 less the stated \$444,362.17 in Stop Notices received by the City.

Preston has verified that the escrow account balance is \$1,598,648.36. However, both Preston records and Memo 365 (see attached) indicate that the Stop Notice Withhold to be \$392,805.59. Additionally, the City continues to withhold monies from the May 2012, June 2012, December 2012, February 2013 Progress Billings; as well as, but not limited to, monies owed for authorized extra work due to continued settlement of the Pump Station site and wrongfully withheld liquidated damages.

The current Contract Amount due to Preston, not including any claimed amounts owed to Preston is as follows:

Total Contract Value through CO 12	16,579,916.59
Amount Paid to Preston	<u>14,333,862.78</u>
Total Contract Balance to be Paid	2,246,053.81
Total Stop Notice Withhold	392,805.59
Total owed to Preston	<b>1,853,248.22</b>

The total Stop Notices received by Preston are summarized as follows:

**Sacramento Office**  
3780 Commerce Drive  
West Sacramento, CA 95691  
(916) 386-1500  
(916) 386-7531 Fax

[www.prestonpipelines.com](http://www.prestonpipelines.com)

**Millitas Office**  
133 Bothelo Avenue  
Millitas, CA 95035  
(408) 262 - 1418  
Fax (408) 262 - 1870



**Preston Pipelines**  
General Engineering Contractor

Debois Roofing	Memo 298	9,442.50
Bockmon & Woody	Memo 328	192,191.92
Sweetwater Construction	Memo 352	29,229.04
FD Thomas	Memo 353	81,723.30
Cold Steel Erectors	Memo 357	<u>1,657.70</u>
Total Stop Notice		314,244.46
25% Value of Stop Notice		78,561.12
Total Stop Notice Withhold		<b>392,805.58</b>

Preston is requesting that the entire contract balance of \$1,853,248.22 be paid by the City.

Preston is reserving the right to pursue the submitted claim as allowed by Public Contract Code. Receipt of payment from the City as described above does not, in any way, signal a release from said claim. Once payment from the City of Stockton has been received, Preston will revise the claimed amount accordingly.

Very truly yours,

Chad Hutchinson  
Project Manager

Cc: Ron Bianchini, COO Preston Pipelines



Two Payments from  
PO 163446:

Preston: \$ 159,814.16

\*Comerica: \$ 18,143.79

\*Vendor # 1108145

Remittance advice must  
reference  
Escrow # 10021-0007RET



ATTN: ALAN  
(Accounts Payable)  
PROCESS AS EFT

INTAKE AND PUMP STATION FACILITY  
CONSTRUCTION CONTRACT  
PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 31 to 4/30/12

Notes/Comments: Revid 5/29/12

Name Date Reviewed Date Forwarded

*MW* **Melissa Price**

6-7-12

6-7-12

Bond Req. No.

TBD

6-8-12 w/Pan App 30

Comments: Need an conditional waiver for Pan App 30

*MA* **Mike Callahan**

6/11/12

6/11/12

Comments: \_\_\_\_\_

*MB* **Bob Granberg**

6/18/12

6/18/12

Comments: \_\_\_\_\_

**Support Staff**

Invoice to BD &  
Copy to Preston File

6/20/12

6/20/12 *AL*

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	\$9,999,999	\$0	\$9,999,999	\$0
163446	\$6,414,807.39	\$177,957.95	\$5,754,554.19	\$482,295.25

# AIA Document G702™ - 1992

## Application and Certificate for Payment

**RECEIVED**  
CAROLLO  
20 2012  
JK

**TO OWNER:** City of Stockton  
2500 Navy Drive  
Stockton, CA US

**PROJECT:** Delta Water Supply  
Project Intake and Pump  
Station Facility

**APPLICATION NO:** 31  
**PERIOD TO:** 04/30/2012  
**CONTRACT FOR:**

**FROM:** Preston Pipelines, Inc.  
12687 S. Manthey Road  
Lathrop, CA 95330 US

**ARCHITECT:** VIA CAROLLO  
ENGINEERS

**CONTRACTOR:**

**DISTRIIBUTED TO:**  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

**CONTRACT DATE:** 09/22/2009  
**PROJECT NOS:** / /

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 16,156,000.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 258,806.39
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 16,414,806.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 15,986,483.64

5. RETAINAGE:	
a. 10.00 % of Completed Work	
(Column D + E on G703)	\$ 1,598,648.36
b. 0.00 % of Stored Material	
(Column F on G703)	\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 1,598,648.36
6. TOTAL EARNED LESS RETAINAGE .....	\$ 14,387,835.28
(Lines 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 14,174,048.62
(Line 6 from Prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 213,886.66
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 2,026,971.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 258,806.39	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 258,806.39</b>	<b>\$ 0.00</b>
NET CHANGE by Change Order		\$ 258,806.39

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** *[Signature]*  
By: \_\_\_\_\_ Date: 5/24/12  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: *[Signature]*  
My Commission expires: \_\_\_\_\_

*P.T.O. \$ 1,580,504.57 = \$ 18,143.79 to Comerica*

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 159,864.16  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** *[Signature]*  
By: \_\_\_\_\_ Date: 5/29/2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of this Certificate shall constitute the Contractor's irrevocable and exclusive authority to receive payment of the amount certified to any rights of the Owner or Contractor under this Contract.

*O.K. to pay 6/18/12*

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# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

APPLICATION NO: 31  
 APPLICATION DATE: 05/15/2012  
 PERIOD TO: 04/30/2012  
 ARCHITECT'S PROJECT NO:

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,  
 containing Contractor's signed certification is attached  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1	Bonds	121,000.00	121,000.00	0.00	0.00	0.00	121,000.00	0.00	0.00
2	Builders Risk Insurance	33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	0.00	81,000.00	0.00	0.00
4	Permits	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00
5	Prepare SWPPP Plan	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	0.00	0.00
6	SWPPP Mobilization	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00	0.00
8	Maintain SWPPP Materials	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00	0.00
9	Remove SWPPP Materials	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
11	Install/Remove Shoring Materials	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
13	Mobilization Cofferdam	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
14	Install Cofferdam - Front	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.00	0.00
15	Cut/Remove Cofferdam Front	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
16	Submittals/Engineering Sheet Piling	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00

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17	Mobilization Sheet Piling	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	100.00 %	0.00	0.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00 %	0.00	0.00	0.00
20	Install Interior Sheets	950,000.00	950,000.00	0.00	0.00	0.00	950,000.00	100.00 %	0.00	0.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00	0.00
22	Mobilization Steel Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00	0.00
23	Steel Test Pile Program	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %	0.00	0.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	1,425,000.00	0.00	0.00	0.00	1,425,000.00	100.00 %	0.00	0.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00 %	0.00	0.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00	0.00
27	Place Rebar in Piles	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %	0.00	0.00	0.00
28	Place Structure in Piles	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %	0.00	0.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00	0.00
30	Mobilization Grading	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %	0.00	0.00	0.00
31	Clean Up Misc Debris	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %	0.00	0.00	0.00
32	Strip & Prep Site for Grading	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	100.00 %	0.00	0.00	0.00
33	Survey	40,000.00	39,600.00	0.00	0.00	0.00	39,600.00	99.00 %	400.00	0.00	0.00
34	Grading Phase 1	950,000.00	950,000.00	0.00	0.00	0.00	950,000.00	100.00 %	0.00	0.00	0.00
35	Grading Phase 2	800,000.00	800,000.00	0.00	0.00	0.00	800,000.00	100.00 %	0.00	0.00	0.00
36	Grading Phase 3	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	100.00 %	0.00	0.00	0.00
37	Geotechnical Instrumentation	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %	0.00	0.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00	0.00
39	Aggregate Base	70,000.00	52,500.00	0.00	0.00	0.00	52,500.00	75.00 %	17,500.00	0.00	0.00
40	Asphalt Paving	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00	0.00
41	Submittals Intake Facility	50,000.00	49,750.00	0.00	0.00	0.00	49,750.00	99.50 %	250.00	0.00	0.00
42	Project Management	425,000.00	425,000.00	0.00	0.00	0.00	425,000.00	100.00 %	0.00	0.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00 %	0.00	0.00	0.00

44	Office Trailer & Yard Services	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
45	Office Trailer & Yard Removal	25,000.00	25,000.00	6,250.00	0.00	0.00	6,250.00	25.00 %	18,750.00	0.00
46	Intake - Mobilization	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
47	Intake - Structure Excavation	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	100.00 %	0.00	0.00
48	Intake - Sacrificial Concrete	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
49	Intake - Structural Concrete	900,000.00	900,000.00	44,748.00	0.00	0.00	900,000.00	100.00 %	0.00	0.00
50	Intake - Sloped Concrete	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	400,000.00	4,050.00	0.00	0.00	400,000.00	100.00 %	0.00	0.00
52	Intake - Structural Steel	250,000.00	250,000.00	5,000.00	0.00	0.00	250,000.00	100.00 %	0.00	0.00
53	Intake - Dewatering	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	100.00 %	0.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	280,000.00	0.00	0.00	0.00	280,000.00	100.00 %	0.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	10,000.00	0.00	0.00	0.00	9,000.00	90.00 %	1,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	10,000.00	0.00	0.00	0.00	9,000.00	90.00 %	1,000.00	0.00
58	Intake - Log Booms	40,000.00	40,000.00	0.00	0.00	0.00	4,000.00	10.00 %	36,000.00	0.00
59	Intake - Fish Screen	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %	0.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	235,000.00	0.00	0.00	0.00	232,650.00	99.00 %	2,350.00	0.00
61	Intake - Sodium Hypochlorite System	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
62	Intake - Monorail, Trolley's & Hoist	60,000.00	60,000.00	0.00	0.00	0.00	6,000.00	10.00 %	54,000.00	0.00
63	Intake - Install Coatings	50,000.00	50,000.00	2,500.00	0.00	0.00	47,500.00	95.00 %	2,500.00	0.00
64	Site - Mobilization	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
65	Site - Storm Water Treatment System	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
66	Site - Storm Drain	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	100.00 %	0.00	0.00
67	Site - Sewer	25,000.00	25,000.00	0.00	0.00	0.00	23,750.00	95.00 %	1,250.00	0.00
68	Site - Raw Water	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00 %	0.00	0.00

ATA Document #003M - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIAA Document is protected by U.S. Copyright law and International Treaties. Unauthorized reproduction or distribution of this AIAA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced under license 29001, which expires on 5/23/2012, from The American Institute of Architects to EADOC, LLC and is not for resale.

69	Site - Domestic Water	50,000.00	37,500.00	12,500.00	0.00	50,000.00	100.00 %	0.00	0.00	0.00
70	Site - Cathodic Protection	10,000.00	9,000.00	0.00	0.00	9,000.00	90.00 %	1,000.00	0.00	0.00
71	Site - Rip Rap	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %	0.00	0.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	143,550.00	1,450.00	0.00	145,000.00	100.00 %	0.00	0.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	55,250.00	6,500.00	0.00	61,750.00	95.00 %	3,250.00	0.00	0.00
75	Site - Electrical Control Panels	145,000.00	143,550.00	1,450.00	0.00	145,000.00	100.00 %	0.00	0.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	213,750.00	11,250.00	0.00	225,000.00	100.00 %	0.00	0.00	0.00
77	Site - Electrical Wire	10,000.00	9,000.00	1,000.00	0.00	10,000.00	100.00 %	0.00	0.00	0.00
78	Site - Fence	50,000.00	17,500.00	0.00	0.00	17,500.00	35.00 %	32,500.00	0.00	0.00
79	Site - Well	50,000.00	45,000.00	0.00	0.00	45,000.00	90.00 %	5,000.00	0.00	0.00
80	Site - Concrete Roadway	200,000.00	160,000.00	20,000.00	0.00	180,000.00	90.00 %	20,000.00	0.00	0.00
81	Site - Concrete Flatwork	200,000.00	160,000.00	30,000.00	0.00	190,000.00	95.00 %	10,000.00	0.00	0.00
82	Building - Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00	0.00
83	Building - CMU Wall	265,000.00	259,700.00	5,300.00	0.00	265,000.00	100.00 %	0.00	0.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %	0.00	0.00	0.00
85	Building - Roofing & Gutters	30,000.00	27,000.00	0.00	0.00	27,000.00	90.00 %	3,000.00	0.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	138,750.00	37,000.00	0.00	175,750.00	95.00 %	9,250.00	0.00	0.00
87	Building - Plumbing	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00	0.00
88	Building - HVAC & Mechanical	200,000.00	189,288.00	6,000.00	0.00	195,288.00	97.64 %	4,712.00	0.00	0.00
89	Building - Concrete	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %	0.00	0.00	0.00
90	Building - Electrical Under Slab Rough In	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %	0.00	0.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00	0.00
92	Building - Electrical Wire	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00	0.00
93	Building - Electrical Fire Alarm	30,000.00	18,000.00	9,000.00	0.00	27,000.00	90.00 %	3,000.00	0.00	0.00

94	Building - Electrical Finish	5,000.00	4,500.00	250.00	0.00	4,750.00	95.00 %	250.00	0.00
95	Building - Generator & Fuel Tank	300,000.00	270,000.00	0.00	0.00	270,000.00	90.00 %	30,000.00	0.00
96	Start Up & Testing	10,000.00	0.00	5,000.00	0.00	5,000.00	50.00 %	5,000.00	0.00
97	Instruction - Pumps	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00 %	0.00	0.00
98	Instruction - Fish Screen	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00 %	0.00	0.00
99	Instruction - Electrical	5,000.00	0.00	2,500.00	0.00	2,500.00	50.00 %	2,500.00	0.00
100	Instruction - Generator	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
101	Instruction - Mechanical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
102	Instruction - Conveying	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00 %	0.00	0.00
103	Instruction - Site Work	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
104	Instruction - Building	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	4,000.00	0.00	0.00	4,000.00	50.00 %	4,000.00	0.00
106	O & M Manuals - Review & Revisions	2,000.00	1,000.00	0.00	0.00	1,000.00	50.00 %	1,000.00	0.00
107	O & M Manuals - Final Copies	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
108	Contractor Record Drawings	10,000.00	5,000.00	0.00	0.00	5,000.00	50.00 %	5,000.00	0.00
COR # 1	Biological Monitor and Aquatic Salvage (CCO#4)	-28,152.00	-28,152.00	0.00	0.00	-28,152.00	100.00 %	0.00	0.00
COR # 2	VECP: Driven Steel Pile Wall Thickness (CCO#6)	-149,028.25	-149,028.25	0.00	0.00	-149,028.25	100.00 %	0.00	0.00
COR # 4	Stop Logs (CCO#2)	-46,755.56	-46,755.56	0.00	0.00	-46,755.56	100.00 %	0.00	0.00
COR # 5	Groundwater Testing (CCO#1)	11,744.30	11,744.30	0.00	0.00	11,744.30	100.00 %	0.00	0.00
COR # 6	DC #1 Geo-Technical Instrumentation Changes (CCO#3)	70,001.24	70,001.24	0.00	0.00	70,001.24	100.00 %	0.00	0.00
COR # 8	DC #1 - Crackstopper Sheet Additional Cost (CCO#5)	269,769.82	269,769.82	0.00	0.00	269,769.82	100.00 %	0.00	0.00
COR # 10	DC #1 - CE #05D Sewer & Storm Drain Pipe Changes (CCO#9)	27,356.53	27,356.53	0.00	0.00	27,356.53	100.00 %	0.00	0.00
COR #	CDM 54"RW Pipe Installation (CCO#10)	39,067.88	39,067.88	0.00	0.00	39,067.88	100.00 %	0.00	0.00



# Progress Payment

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Pay Estimate:	31	For Payment:	05/15/2012
Contract:	M09110	Pay Period From :	04/01/2012 To: 04/30/2012
Purchase Order:	163445 & 163446	Amount Recommended:	159,814.16

Contractor:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330
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Approval: Approved  
Date Approved: 05/21/2012  
Approved By: Tim Karlstrand

Original Contract Amount	\$ 16,156,000.00
Approved Change Orders	\$ 258,806.39
Current Contract Amount	\$ 16,414,806.39
Total Work Completed and Materials Stored	\$ 15,986,483.64
Retainage Held	\$ 1,598,648.36
Retainage Released	\$ 0.00
Deductions	\$ 53,972.50 ✓
Total Earned Less Retainage	\$ 14,333,862.78
Less Previous Payment Certificates	\$ 14,174,048.62
Tax	\$ 0.00
Current Payment Due	\$ 159,814.16
Balance Remaining, Including Retainage	\$ 2,080,943.61

6-7-12 - Conditional waiver rev'd  
(not w/ original Carollo submittal)

Mar withhold  
= \$ 50,492.50  
+  
Carollo  
time  
(Apr) + \$ 3,480.00  

---

\$ 53,972.50

# Summary

Delta Water Supply Project Intake and Pump Station Facility  
 Carollo Stockton

Page 1 of 8

<b>Pay Estimate:</b> 31	<b>For Payment:</b> 05/15/2012
<b>Contract:</b> M09110	<b>Pay Period From :</b> 04/01/2012 <b>To:</b> 04/30/2012
<b>Purchase Order:</b> 163445 & 163446	<b>Amount Recommended:</b> 159,814.16

**Contractor:** Preston Pipelines, Inc.  
 12687 S. Manthey Road  
 Lathrop CA 95330

**Approval:** Approved  
**Date Approved:** 05/21/2012  
**Approved By:** Tim Karlstrand

Description	Total	Thru Last Month		This Period		to Date	
		%	Amount	%	Amount	%	Amount
Contracted	16,156,000.00	96.11%	15,527,790.00	1.40%	226,748.00	97.52%	15,754,538.00
Changes	258,806.39	107.13%	277,255.69	-17.51%	-45,310.05	89.62%	231,945.64
<b>Total</b>	<b>16,414,806.39</b>	<b>96.29%</b>	<b>15,805,045.69</b>	<b>1.11%</b>	<b>181,437.95</b>	<b>97.39%</b>	<b>15,986,483.64</b>

Retention Held			
SoV Retention Held		1,552,779.00	1,575,453.80
CCR Retention Held		27,725.57	23,194.56
<b>Total</b>		<b>1,580,504.57</b>	<b>1,598,648.36</b>
Retainage Released		0.00	0.00
Deductions		50,492.50	53,972.50
<b>Pay Estimate Total</b>		<b>14,174,048.62</b>	<b>14,333,862.78</b>

<b>Balance to Finish Plus Retention</b>	<b>2,080,943.61</b>
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INCREASE RIDER

To be attached to and form part of Bond Number 6635035 effective  
September 3, 2009 issued by the Safeco Insurance Company of America  
in the amount of Sixteen Million One Hundred Fifty Six Thousand  
and no/100ths----- DOLLARS (\$ 16,156,000.00\*\*\*\*\*),  
on behalf of Preston Pipelines, Inc.,  
as Principal and in favor of City of Stockton,  
as Obligee.

Now therefore, it is agreed that:

We, Safeco Insurance Company of America,  
Surety on the above bond, hereby stipulate and agree that from and after the effective date of this  
Stipulation, the Penalty of said Bond shall be Increased

FROM: Sixteen Million Two Hundred Eighty Three Thousand Five (\$16,283,579.55\*\*\*\*\*)  
Hundred Seventy Nine and 55/100ths-----

TO: Sixteen Million Five Hundred Fifty Six Thousand One Hundred Forty (\$ 16,556,140.32\*\*\*\*\*)  
and 32/100ths-----

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 26th Day of January, 2012.

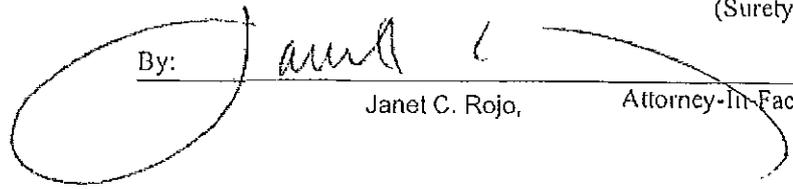
Signed, Sealed and Dated this 26th Day of January, 2012.

Preston Pipelines, Inc.  
\_\_\_\_\_  
(Principal)

By: 

Gary Menges-Secretary

Safeco Insurance Company of America  
\_\_\_\_\_  
(Surety)

By: 

Janet C. Rojo,

Attorney-In-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of San Francisco }

On January 26, 2012 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Janet C. Rojo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
 Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

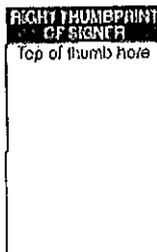
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

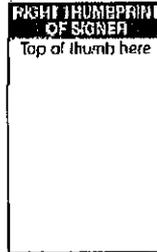
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4888960

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA .....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100..... DOLLARS (\$ 400,000,000.00..... ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of September 2011.



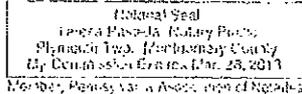
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

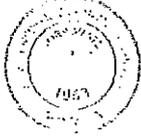
CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 26th day of January, 2012.



By Gregory W. Davenport  
Gregory W. Davenport, Vice President

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACKNOWLEDGMENT

State of California  
County of Santa Clara )

On January 30, 2012 before me, Irina Kurysh-Notary Public  
(insert name and title of the officer)

personally appeared Gary Menges,  
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the pers on(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

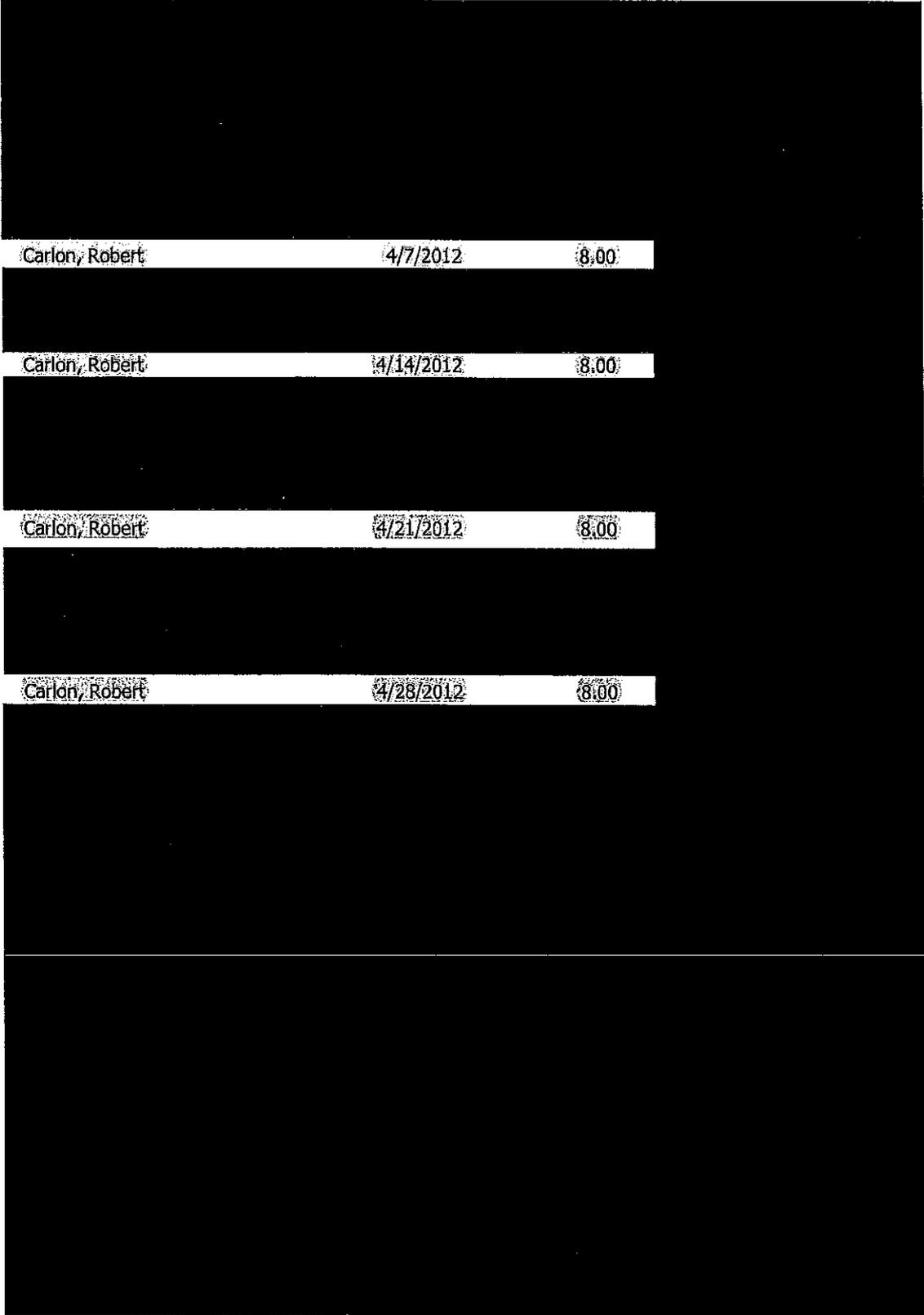
WITNESS my hand and official seal.



Signature I. Kurysh (Seal)  
Irina Kurysh - Notary Public

Carollo April 2012 Add'l Inspection  
24hrs \* \$145/hr = \$3,480.00

Project 08175A.31 Delta Water Intake Fac-Construction Mgmt Invoice <Draft>



Carlon, Robert 4/7/2012 8:00

Carlon, Robert 4/14/2012 8:00

Carlon, Robert 4/21/2012 8:00

Carlon, Robert 4/28/2012 8:00

Conditional Waiver and Release Upon Progress Payment - Civil  
Code Section 3262(d)(1) CWR #31

Delta Water Supply Project Intake and Pump Station  
Facility  
Carollo Stockton



Printed 05/23/2012, Page 1 of 2

**Progress Payment #31 - April 2012  
CW & R**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 05/23/2012  
Submitted To: Chad Hutchinson  
Status: Pending  
Priority: Low  
Internal Priority: Low

Created By: Preston Pipelines, Inc., Chad Hutchinson  
Created: 05/23/2012

Upon receipt by the undersigned of a check from

(MAKER OF CHECK): City of Stockton

in the sum of

(AMOUNT OF CHECK): 159,814.16

payable to

(PAYEE OR PAYEES OF CHECK): Preston Pipelines, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

(OWNER): City of Stockton

located at

(JOB DESCRIPTION): DWSP Intake Facility and Pumping Station

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

(YOUR CUSTOMER): City of Stockton

through

(DATE): 05/01/2012

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

# Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) CWR #31

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 05/23/2012, Page 2 of 2

Signed:

*Maritè Emery* Controller 5/24/12  
Signature Print Name Title Date

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

PRESTON PIPELINES

Retention Escrows-North Co.13  
CO# 13 CN#21 BR# 7  
ESCROW STATUS

REPORT # 11  
DATE 06-04-12  
PAGE # 1

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=====
ESCROW NO      100210007                TOTAL ESCROW BALANCE      1,580,504.57
  OPEN 02-05-10 CLOSE ----- STATUS  OPEN  OFFICER      TRUST      1,580,504.57
                CONSIDERATION                SOURCE      SAVINGS      .00
Owner  City of Stockton
Job#   M09110 (#09-099) (Delta                HELD FUNDS      .00

```

PROC DTE T/C	SERIAL NO	DESCRIPTION	DEBITS	CREDITS	BALANCE
01-26-10 R	1076904	Deposit		2,125.00	2,125.00
03-03-10 TI	1074423	TRANSFER IN		28,725.00	30,850.00
		TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10 TI	1075286	TRANSFER IN		11,625.00	42,475.00
		TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10 CM		Deposit		2,125.00	44,600.00
03-01-10 CM		Interest 2/28/10		.40	44,600.40
03-10-10 R/CM		Interest 2/28/10		-.40	44,600.00
04-08-10 CM		Deposit (ACH)		4,250.00	48,850.00
04-21-10 CM		Deposit (ACH)		19,650.00	68,500.00
05-19-10 CM		Deposit (ACH)		18,825.00	87,325.00
06-24-10 CM		Deposit (ACH)		53,050.00	140,375.00
08-12-10 CM		Deposit (ACH)		90,926.54	231,301.54
08-26-10 CM		Deposit (ACH)		73,650.00	304,951.54
10-07-10 CM		Deposit (ACH)		140,635.00	445,586.54
11-10-10 CM		Deposit (ACH)		167,440.00	613,026.54
12-09-10 CM		Deposit (ACH)		57,400.00	670,426.54
12-09-10 CM		Deposit		57,410.00	727,836.54
12-27-10 R/CM		Deposit (ACH)		-57,400.00	670,436.54
12-23-10 CM		ACH Dep City Stock		11,839.00	682,275.54
02-01-11 CM		Depoist (ACH)		36,720.00	718,995.54
03-04-11 CM		Deposit (ACH)		74,153.21	793,148.75
03-24-11 CM		Deposit (ACH)		76,787.62	869,936.37
05-13-11 CM		Deposit		60,319.70	930,256.07
06-10-11 CM		Deposit (ACH)		58,540.00	988,796.07
07-07-11 CM		Deposit (ACH)		86,041.00	1,074,837.07
08-16-11 CM		Deposit (ACH)		42,589.82	1,117,426.89
09-01-11 CM		Deposit (ACH)		38,665.00	1,156,091.89
10-13-11 CM		Deposit (ACH)		75,280.00	1,231,371.89
12-02-11 CM		Deposit (ACH)		92,395.00	1,323,766.89
12-12-11 CM		Deposit (ACH)		59,918.50	1,383,685.39
01-17-12 CM		Deposit (ACH)		46,515.00	1,430,200.39
02-24-12 CM		Deposit (ACH)		58,930.00	1,489,130.39
03-29-12 CM		Deposit (ACH)		43,694.69	1,532,825.08
04-27-12 CM		Deposit (ACH)		17,742.24	1,550,567.32
06-01-12 CM		Deposit (ACH)		29,937.25	1,580,504.57

```

-----
SAVINGS INST      2 - INTEREST                ACCT#1      OPEN ----- CLOSE 03-25-10
PROC DTE T/C      SERIAL NO      DESCRIPTION                DEBITS      CREDITS      BALANCE
03-03-10 SC                Interest 2/28/10                .40                .40

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continued on next page

PRESTON PIPELINES

Retention Escrows-North Co.13

CO# 13 CN#21 BR# 7

ESCROW STATUS

REPORT # 11

DATE 06-04-12

PAGE # 2

ESCROW NO 100210007 continued from previous page

PROC DTE T/C	SERIAL NO	DESCRIPTION	DEBITS	CREDITS	BALANCE
03-10-10 R/SC		Interest 2/28/10		-.40	.00
03-03-10 SC		Interest 2/28/10 A		5.73	5.73
03-25-10 R/SC		Interest 2/28/10 A		-5.73	.00

=====

TOTAL ESCROWS ON THIS REPORT: 1 SAVINGS: .00 TRUST: 1,580,504.57

OPERATOR NLC866 DATE:06/04/2012 2:59:41 PM





# Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 28

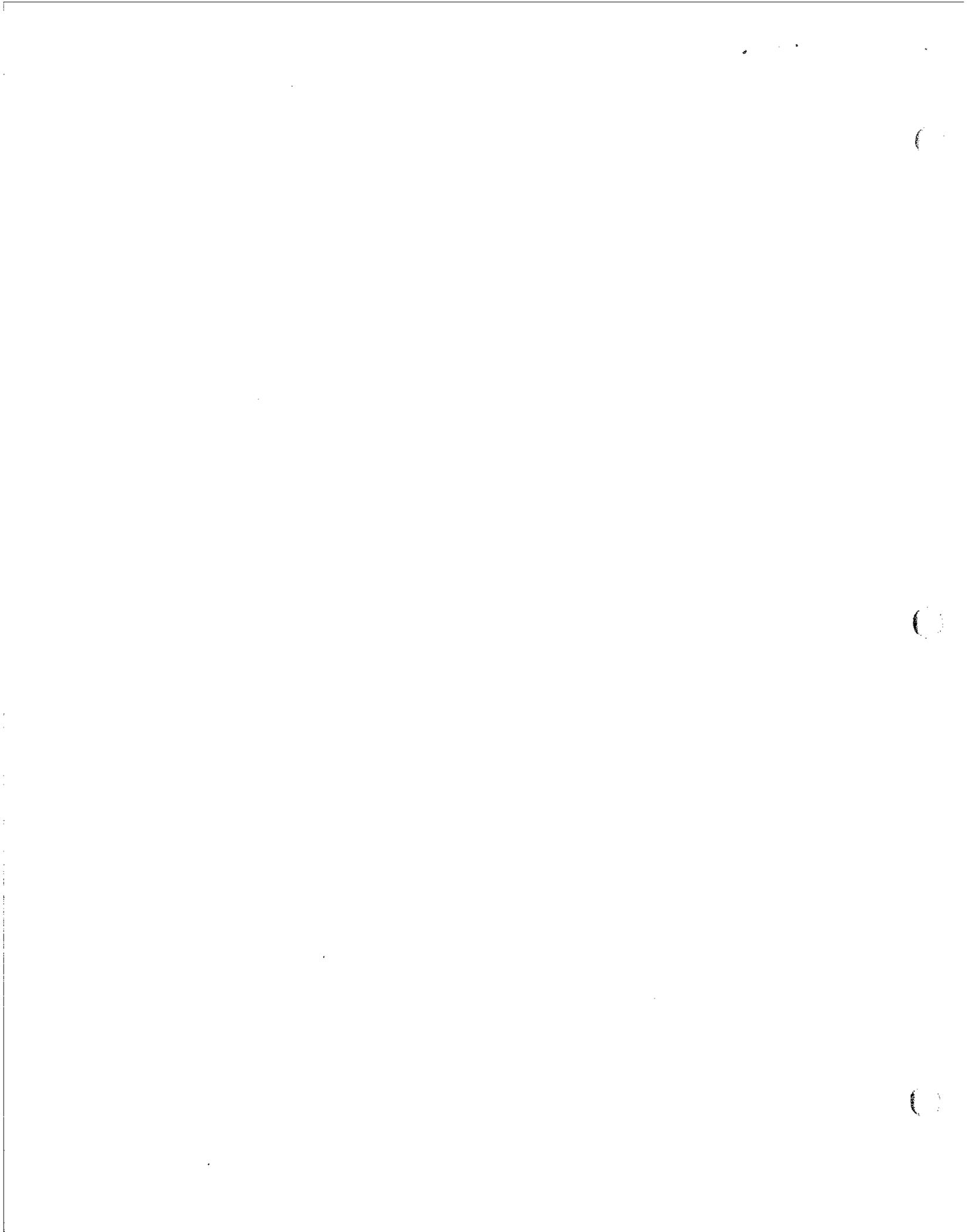
Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 06/08/2012, Page 2 of 2

Signed:

*Marite Emery*      *Marite Emery, Controller*      *6/8/12*  
Signature                      Print Name                      Title                      Date

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.



Two Payments from  
PO 163446:

Preston: \$ 275,346.52

\*Comerica: \$ 29,937.25



ATTN: ALAN  
(Accounts Payable)  
PROCESS AS EFT

\*Vendor # 1108145  
Remittance advice must  
reference  
Escrow # 10021-0007RET

**INTAKE AND PUMP STATION FACILITY  
CONSTRUCTION CONTRACT  
PRESTON PIPELINES**

**ROUTE SLIP**

Report Date: Pay App 30 to 3/31/12

Notes/Comments: Revid 5-11-12

<u>Name</u>	<u>Date Reviewed</u>	<u>Date Forwarded</u>
-------------	----------------------	-----------------------

Melissa Price 5-14-12 5-14-12

Bond Req. No. TBD TBD

Comments: \_\_\_\_\_

Mike Callahan 5/15/12 5/15/12

Comments: \_\_\_\_\_

Bob Granberg 5/15/12 5/15/12

Comments: \_\_\_\_\_

Support Staff Invoice to BD & Copy to Preston File 5/16/12 5/16/12 jdi

<u>PO No.</u>	<u>Amount</u>	<u>Pd This Invoice</u>	<u>Pd Prev Invoice</u>	<u>Balance</u>
163445	\$9,999,999	\$0	\$9,999,999	\$0
163446	\$6,414,807.39	\$305,283.77	\$5,449,270.42	\$660,253.20

# Progress Payment

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



<b>Pay Estimate:</b> 30.2	<b>For Payment:</b> 04/30/2012
<b>Contract:</b> M09110	<b>Pay Period From :</b> 03/01/2012 <b>To:</b> 03/31/2012
<b>Purchase Order:</b> 163445 & 163446	<b>Amount Recommended:</b> 275,346.52
<b>Contractor:</b> Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330	

**Approval:** Approved  
**Date Approved:** 05/02/2012  
**Approved By:** Tim Karlstrand

Original Contract Amount	\$ 16,156,000.00
Approved Change Orders	\$ 258,806.39
Current Contract Amount	\$ 16,414,806.39
Total Work Completed and Materials Stored	\$ 15,805,045.69
Retainage Held	\$ 1,580,504.57
Retainage Released	\$ 0.00
<u>Deductions</u>	\$ <u>50,492.50</u> ✓
Total Earned Less Retainage	\$ 14,174,048.62
Less Previous Payment Certificates	\$ 13,898,702.10
Tax	\$ 0.00
<u>Current Payment Due</u>	\$ <u>275,346.52</u>
Balance Remaining, Including Retainage	\$ 2,240,757.77

Feb wit hold - \$ 56,403.78  
+ Carollo time \$ 2,900-  
less WM release (\$8,811.28)

\$50,492.50 ✓

# Summary

Delta Water Supply Project Intake and Pump Station Facility  
 Carollo Stockton

Page 1 of 8

<b>Pay Estimate:</b> 30.2	<b>For Payment:</b> 04/30/2012
<b>Contract:</b> M09110	<b>Pay Period From :</b> 03/01/2012 <b>To:</b> 03/31/2012
<b>Purchase Order:</b> 163445 & 163446	<b>Amount Recommended:</b> 275,346.52

**Contractor:** Preston Pipelines, Inc.  
 12687 S. Manthey Road  
 Lathrop CA 95330

**Approval:** Approved  
**Date Approved:** 05/02/2012  
**Approved By:** Tim Karlstrand

Description	Total	Thru Last Month		This Period		to Date	
		%	Amount	%	Amount	%	Amount
Contracted	16,156,000.00	94.19%	15,217,090.00	1.92%	310,700.00	96.11%	15,527,790.00
Changes	258,806.39	111.51%	288,583.20	-4.38%	-11,327.51	107.13%	277,255.69
<b>Total</b>	<b>16,414,806.39</b>	<b>94.46%</b>	<b>15,505,673.20</b>	<b>1.82%</b>	<b>299,372.49</b>	<b>96.29%</b>	<b>15,805,045.69</b>

Retention Held							
SoV Retention Held			1,521,709.00		31,070.00		1,552,779.00
CCR Retention Held			28,858.32		-1,132.75		27,725.57
<b>Total</b>			<b>1,550,567.32</b>		<b>29,937.25</b>		<b>1,580,504.57</b>
Retainage Released			0.00		0.00		0.00
Deductions			56,403.78		5,911.28		50,492.50
<b>Pay Estimate Total</b>			<b>13,898,702.10</b>		<b>275,346.52</b>		<b>14,174,048.62</b>

<b>Balance to Finish Plus Retention</b>	<b>2,240,757.77</b>
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# AIA Document G702™ - 1992

## Application and Certificate for Payment

TO OWNER: City of Stockton  
2500 Navy Drive  
Stockton, CA US

FROM: Preston Pipelines, Inc.  
12687 S. Mantley Road  
Lathrop, CA 95330 US

PROJECT: Delta Water Supply  
Project Intake and Pump  
Station Facility

VIA ARCHITECT: **APOLLO ENGINEERS**

APPLICATION NO: 30  
PERIOD TO: 09/31/2012  
CONTRACT FOR: [ ]  
CONTRACT DATE: 09/22/2009  
PROJECT NOS: / /

Distributed To:  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 16,156,000.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 258,806.39
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 16,414,806.39
4. TOTAL COMPLETED & STORED TO DATE (Column C on G703) ..... \$ 15,805,045.69
5. RETAINAGE:
  - a. 10.00 % of Completed Work ..... \$ 1,580,504.57
  - b. 0.00 % of Stored Material (Column F on G703) ..... \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 1,580,504.57

6. TOTAL EARNED LESS RETAINAGE ..... \$ 14,224,541.12

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 13,898,702.10

8. CURRENT PAYMENT DUE ..... \$ 325,839.02

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 2,190,265.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 258,806.39	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 258,806.39</b>	<b>\$ 0.00</b>
NET CHANGE by Change Order	\$	258,806.39

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: C. Hill Date: 5/2/12

By: PTD day of May \$ 1,550,567.32 = \$ 291,937.25 to Comman

Notary Public: My Commission expires: \_\_\_\_\_

### ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: 215,346.32 to Preston

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 5/2/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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# AIA Document G703<sup>TM</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 30  
 APPLICATION DATE: 04/30/2012  
 PERIOD TO: 03/31/2012  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)							
1	Bonds	121,000.00	121,000.00		0.00	0.00	121,000.00	100.00%	0.00	0.00
2	Builders Risk Insurance	33,000.00	33,000.00		0.00	0.00	33,000.00	100.00%	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00		0.00	0.00	81,000.00	100.00%	0.00	0.00
4	Permits	15,000.00	15,000.00		0.00	0.00	15,000.00	100.00%	0.00	0.00
5	Prepare SWPPP Plan	11,000.00	11,000.00		0.00	0.00	11,000.00	100.00%	0.00	0.00
6	SWPPP Mobilization	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00%	0.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	35,000.00		0.00	0.00	35,000.00	100.00%	0.00	0.00
8	Maintain SWPPP Materials	13,000.00	13,000.00		0.00	0.00	13,000.00	100.00%	0.00	0.00
9	Remove SWPPP Materials	3,000.00	0.00		0.00	0.00	0.00	0.00%	3,000.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00%	0.00	0.00
11	Install/Remove Shoring Materials	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00%	0.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00%	0.00	0.00
13	Mobilization Cofferdam	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00%	0.00	0.00
14	Install Cofferdam - Front	55,000.00	55,000.00		0.00	0.00	55,000.00	100.00%	0.00	0.00
15	Cut/Remove Cofferdam Front	10,000.00	0.00		0.00	0.00	0.00	0.00%	10,000.00	0.00
16	Submittals/Engineering Sheet Piling	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00%	0.00	0.00

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17	Mobilization Sheet Piling	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00%	0.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00%	0.00	0.00
20	Install Interior Sheets	950,000.00	950,000.00	0.00	0.00	950,000.00	100.00%	0.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
22	Mobilization Steel Piles	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
23	Steel Test Pile Program	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%	0.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	1,425,000.00	0.00	0.00	1,425,000.00	100.00%	0.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00%	0.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
27	Place Rebar in Piles	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%	0.00	0.00
28	Place Structure in Piles	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
30	Mobilization Grading	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
31	Clean Up Misc Debris	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	0.00
32	Strip & Prep Site for Grading	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00%	0.00	0.00
33	Survey	40,000.00	39,200.00	400.00	0.00	39,600.00	99.00%	400.00	0.00
34	Grading Phase 1	950,000.00	950,000.00	0.00	0.00	950,000.00	100.00%	0.00	0.00
35	Grading Phase 2	800,000.00	800,000.00	0.00	0.00	800,000.00	100.00%	0.00	0.00
36	Grading Phase 3	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00%	0.00	0.00
37	Geotechnical Instrumentation	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	40,000.00	10,000.00	0.00	50,000.00	100.00%	0.00	0.00
39	Aggregate Base	70,000.00	0.00	52,500.00	0.00	52,500.00	75.00%	17,500.00	0.00
40	Asphalt Paving	70,000.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	0.00
41	Submittals Intake Facility	50,000.00	49,750.00	0.00	0.00	49,750.00	99.50%	250.00	0.00
42	Project Management	425,000.00	425,000.00	0.00	0.00	425,000.00	100.00%	0.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	0.00

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44	Office Trailer & Yard Services	50,000.00	47,500.00	2,500.00	0.00	50,000.00	100.00 %	0.00	0.00
45	Office Trailer & Yard Removal	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
46	Intake - Mobilization	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
47	Intake - Structure Excavation	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %	0.00	0.00
48	Intake - Sacrificial Concrete	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
49	Intake - Structural Concrete	900,000.00	855,252.00	0.00	0.00	855,252.00	95.03 %	44,748.00	0.00
50	Intake - Sloped Concrete	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	395,950.00	0.00	0.00	395,950.00	98.99 %	4,050.00	0.00
52	Intake - Structural Steel	250,000.00	245,000.00	0.00	0.00	245,000.00	98.00 %	5,000.00	0.00
53	Intake - Dewatering	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %	0.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	280,000.00	0.00	0.00	280,000.00	100.00 %	0.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	22,500.00	2,500.00	0.00	25,000.00	100.00 %	0.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	5,000.00	4,000.00	0.00	9,000.00	90.00 %	1,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	9,000.00	0.00	0.00	9,000.00	90.00 %	1,000.00	0.00
58	Intake - Log Booms	40,000.00	4,000.00	0.00	0.00	4,000.00	10.00 %	36,000.00	0.00
59	Intake - Fish Screen	100,000.00	99,000.00	1,000.00	0.00	100,000.00	100.00 %	0.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	232,650.00	0.00	0.00	232,650.00	99.00 %	2,350.00	0.00
61	Intake - Sodium Hypochlorite System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
62	Intake - Monorail, Trolley's & Hoist	60,000.00	6,000.00	0.00	0.00	6,000.00	10.00 %	54,000.00	0.00
63	Intake - Install Coatings	50,000.00	37,500.00	7,500.00	0.00	45,000.00	90.00 %	5,000.00	0.00
64	Site - Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
65	Site - Storm Water Treatment System	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
66	Site - Storm Drain	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %	0.00	0.00
67	Site - Sewer	25,000.00	23,750.00	0.00	0.00	23,750.00	95.00 %	1,250.00	0.00
68	Site - Raw Water	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00 %	0.00	0.00

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69	Site - Domestic Water	50,000.00	12,500.00	25,000.00	0.00	37,500.00	75.00%	12,500.00	0.00
70	Site - Cathodic Protection	10,000.00	9,000.00	0.00	0.00	9,000.00	90.00%	1,000.00	0.00
71	Site - Rip Rap	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	143,550.00	0.00	0.00	143,550.00	99.00%	1,450.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	48,750.00	6,500.00	0.00	55,250.00	85.00%	9,750.00	0.00
75	Site - Electrical Control Panels	145,000.00	137,750.00	5,800.00	0.00	143,550.00	99.00%	1,450.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	213,750.00	0.00	0.00	213,750.00	95.00%	11,250.00	0.00
77	Site - Electrical Wire	10,000.00	9,000.00	0.00	0.00	9,000.00	90.00%	1,000.00	0.00
78	Site - Fence	50,000.00	5,000.00	12,500.00	0.00	17,500.00	35.00%	32,500.00	0.00
79	Site - Well	50,000.00	45,000.00	0.00	0.00	45,000.00	90.00%	5,000.00	0.00
80	Site - Concrete Roadway	200,000.00	140,000.00	20,000.00	0.00	160,000.00	80.00%	40,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	70,000.00	90,000.00	0.00	160,000.00	80.00%	40,000.00	0.00
82	Building - Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
83	Building - CMU Wall	265,000.00	259,700.00	0.00	0.00	259,700.00	98.00%	5,300.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	0.00
85	Building - Roofing & Gutters	30,000.00	27,000.00	0.00	0.00	27,000.00	90.00%	3,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	83,250.00	55,500.00	0.00	138,750.00	75.00%	46,250.00	0.00
87	Building - Plumbing	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
88	Building - HVAC & Mechanical	200,000.00	175,288.00	14,000.00	0.00	189,288.00	94.64%	10,712.00	0.00
89	Building - Concrete	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00
90	Building - Electrical Under Slab Rough In	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
92	Building - Electrical Wire	5,000.00	4,500.00	500.00	0.00	5,000.00	100.00%	0.00	0.00
93	Building - Electrical Fire Alarm	30,000.00	18,000.00	0.00	0.00	18,000.00	60.00%	12,000.00	0.00

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94	Building - Electrical Finish	5,000.00	4,000.00	500.00	0.00	4,500.00	90.00 %	500.00	0.00
95	Building - Generator & Fuel Tank	300,000.00	270,000.00	0.00	0.00	270,000.00	90.00 %	30,000.00	0.00
96	Start Up & Testing	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
97	Instruction - Pumps	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
98	Instruction - Fish Screen	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
99	Instruction - Electrical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
100	Instruction - Generator	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
101	Instruction - Mechanical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
102	Instruction - Conveying	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
103	Instruction - Site Work	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
104	Instruction - Building	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	4,000.00	0.00	0.00	4,000.00	50.00 %	4,000.00	0.00
106	O & M Manuals - Review & Revisions	2,000.00	1,000.00	0.00	0.00	1,000.00	50.00 %	1,000.00	0.00
107	O & M Manuals - Final Copies	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
108	Contractor Record Drawings	10,000.00	5,000.00	0.00	0.00	5,000.00	50.00 %	5,000.00	0.00
COR # 1	Biological Monitor and Aquatic Salvage (CCO#4)	-28,152.00	-28,152.00	0.00	0.00	-28,152.00	100.00 %	0.00	0.00
COR # 2	VECP: Driven Steel Pile Wall Thickness (CCO#6)	-149,028.25	-149,028.25	0.00	0.00	-149,028.25	100.00 %	0.00	0.00
COR # 4	Stop Logs(CCO#2)	-46,755.56	-46,755.56	0.00	0.00	-46,755.56	100.00 %	0.00	0.00
COR # 5	Groundwater Testing(CCO#1)	11,744.30	11,744.30	0.00	0.00	11,744.30	100.00 %	0.00	0.00
COR # 6	DC #1 Geo-Technical Instrumentation Changes(CCO#3)	70,001.24	70,001.24	0.00	0.00	70,001.24	100.00 %	0.00	0.00
COR # 8	DC #1 - Cracker Sheet Additional Cost (CCO#5)	269,769.82	269,769.82	0.00	0.00	269,769.82	100.00 %	0.00	0.00
COR # 10	DC #1 - CE #05D Sewer & Storm Drain Pipe Changes(CCO#9)	27,356.53	27,356.53	0.00	0.00	27,356.53	100.00 %	0.00	0.00
COR #	CDM 54"RW Pipe Installation	39,067.88	39,067.88	0.00	0.00	39,067.88	100.00 %	0.00	0.00

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# Progress Payment

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



<b>Pay Estimate:</b> 29	<b>For Payment:</b> 03/21/2012
<b>Contract:</b> M09110	<b>Pay Period From :</b> 02/01/2012 <b>To:</b> 02/29/2012
<b>Purchase Order:</b> 163445 & 163446	<b>Amount Recommended:</b> 158,609.92
<b>Contractor:</b> Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330	

**Approval:** Approved  
**Date Approved:** 03/26/2012  
**Approved By:** Tim Karlstrand

Original Contract Amount	\$ 16,156,000.00
Approved Change Orders	\$ 258,806.39
Current Contract Amount	\$ 16,414,806.39
Total Work Completed and Materials Stored	\$ 15,505,673.20
Retainage Held	\$ 1,550,567.32
Retainage Released	\$ 0.00
<del>Deductions</del>	<del>\$ 66,403.78</del>
Total Earned Less Retainage	\$ 13,898,702.10
Less Previous Payment Certificates	\$ 13,740,092.18
Tax	\$ 0.00
<del>Current Payment Due</del>	<del>\$ 158,609.92</del>
Balance Remaining, including Retainage	\$ 2,516,104.29

Jan Withhold: \$ 55,333.50

+ Carollo time \$ 3,480  
(29)

less WM release < \$ 2,409.72 >

\$ 56,403.78

# Summary

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Page 1 of 8

<b>Pay Estimate:</b> 29	<b>For Payment:</b> 03/21/2012
<b>Contract:</b> M09110	<b>Pay Period From :</b> 02/01/2012 <b>To:</b> 02/29/2012
<b>Purchase Order:</b> 163445 & 163446	<b>Amount Recommended:</b> 158,609.92
<b>Contractor:</b> Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330	

**Approval:** Approved  
**Date Approved:** 03/26/2012  
**Approved By:** Tim Karlstrand

Description	Total	Thru Last Month		This Period		to Date	
		%	Amount	%	Amount	%	Amount
Contracted	16,156,000.00	92.74%	14,983,030.00	1.45%	234,060.00	94.19%	15,217,090.00
Changes	258,806.39	133.39%	345,220.76	-21.88%	-56,637.56	111.51%	288,583.20
<b>Total</b>	<b>16,414,806.39</b>	<b>93.38%</b>	<b>15,328,250.76</b>	<b>1.08%</b>	<b>177,422.44</b>	<b>94.46%</b>	<b>15,505,673.20</b>

Retention Held							
SoV Retention Held			1,498,303.00		23,406.00		1,521,709.00
CCR Retention Held			34,522.08		-5,663.76		28,858.32
<b>Total</b>			<b>1,532,825.08</b>		<b>17,742.24</b>		<b>1,550,567.32</b>
Retainage Released			0.00		0.00		0.00
Deductions			55,333.50		1,070.28		56,403.78
<b>Pay Estimate Total</b>			<b>13,740,092.18</b>		<b>158,609.92</b>		<b>13,898,702.10</b>

<b>Balance to Finish Plus Retention</b>	<b>2,516,104.29</b>
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# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** City of Stockton  
 2500 Navy Drive  
 Stockton, CA US

**PROJECT:** Delta Water Supply  
 Project Intake and Pump  
 Station Facility

**FROM:** Preston Pipelines, Inc.  
 12687 S. Manthey Road  
 Lathrop, CA 95330 US

**CONTRACTOR:** VIA ARCHITECT: CAROLLO ENGINEERS

**APPLICATION NO:** 29  
**PERIOD TO:** 02/29/2012  
**CONTRACT FOR:** CONTRACT DATE: 09/22/2009  
**PROJECT NOS:** 1 1

**Distributed To:**  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 16,156,000.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 258,806.39
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 16,414,806.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 15,505,673.20

5. RETAINAGE:
  - a. 10.00 % of Completed Work (Column D + E on G703) \$ 1,550,567.32
  - b. 0.00 % of Stored Material (Column F on G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 1,550,567.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 13,955,105.88
8. CURRENT PAYMENT DUE ..... \$ 13,740,092.18
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$ 215,413.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 258,806.39	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 258,806.39</b>	<b>\$ 0.00</b>
NET CHANGE by Change Order	\$	258,806.39

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** E. H. H. L.   
 By: E. H. H. L. Date: 3/26/12  
 State of: CA  
 County of: Alameda  
 Subscribed and sworn before me this 24 day of March 2012  
 Notary Public: Corneille  
 My Commission expires:

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 158,609.92  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Certificates for Payment are changed to conform with the amount certified.)  
 ARCHITECT: [Signature] Date: 4/9/2012  
 By: TIM KARLSTRAUP

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature]  
**OK TO PAY**  
 4/17/12

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# AIA Document G703<sup>TM</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached in tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 29  
 APPLICATION DATE: 03/21/2012  
 PERIOD TO: 02/29/2012  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1	Bonds	121,000.00	121,000.00		0.00	0.00	121,000.00	0.00	0.00
2	Builders Risk Insurance	33,000.00	33,000.00		0.00	0.00	33,000.00	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00		0.00	0.00	81,000.00	0.00	0.00
4	Permits	15,000.00	15,000.00		0.00	0.00	15,000.00	0.00	0.00
5	Prepare SWPPP Plan	11,000.00	11,000.00		0.00	0.00	11,000.00	0.00	0.00
6	SWPPP Mobilization	5,000.00	5,000.00		0.00	0.00	5,000.00	0.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	35,000.00		0.00	0.00	35,000.00	0.00	0.00
8	Maintain SWPPP Materials	13,000.00	12,740.00	260.00	0.00	0.00	13,000.00	0.00	0.00
9	Remove SWPPP Materials	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
11	Install/Remove Shoring Materials	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
13	Mobilization Cofferdam	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
14	Install Cofferdam - Front	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.00	0.00
15	Cut/Remove Cofferdam Front	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
16	Submittals/Engineering Sheet Piling	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00

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17	Mobilization Sheet Piling	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	100.00 %	0.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00 %	0.00	0.00
20	Install Interior Sheets	950,000.00	950,000.00	0.00	0.00	0.00	950,000.00	100.00 %	0.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
22	Mobilization Steel Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
23	Steel Test Pile Program	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %	0.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	1,425,000.00	0.00	0.00	0.00	1,425,000.00	100.00 %	0.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00 %	0.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
27	Place Rebar in Piles	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %	0.00	0.00
28	Place Structure in Piles	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %	0.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
30	Mobilization Grading	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %	0.00	0.00
31	Clean Up Misc Debris	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00 %	0.00	0.00
32	Strip & Prep Site for Grading	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	100.00 %	0.00	0.00
33	Survey	40,000.00	39,200.00	0.00	0.00	0.00	39,200.00	98.00 %	800.00	0.00
34	Grading Phase 1	950,000.00	950,000.00	0.00	0.00	0.00	950,000.00	100.00 %	0.00	0.00
35	Grading Phase 2	800,000.00	800,000.00	0.00	0.00	0.00	800,000.00	100.00 %	0.00	0.00
36	Grading Phase 3	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	100.00 %	0.00	0.00
37	Geotechnical Instrumentation	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %	0.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	15,000.00	25,000.00	0.00	0.00	40,000.00	80.00 %	10,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
40	Asphalt Paving	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
41	Submittals Intake Facility	50,000.00	49,250.00	500.00	0.00	0.00	49,750.00	99.50 %	250.00	0.00
42	Project Management	425,000.00	425,000.00	0.00	0.00	0.00	425,000.00	100.00 %	0.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00 %	0.00	0.00

44	Office Trailer & Yard Services	50,000.00	45,000.00	2,500.00	0.00	47,500.00	95.00 %	2,500.00	0.00
45	Office Trailer & Yard Removal	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
46	Intake - Mobilization	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
47	Intake - Structure Excavation	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %	0.00	0.00
48	Intake - Sacrificial Concrete	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
49	Intake - Structural Concrete	900,000.00	855,252.00	0.00	0.00	855,252.00	95.03 %	44,748.00	0.00
50	Intake - Sloped Concrete	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	391,950.00	4,000.00	0.00	395,950.00	98.99 %	4,050.00	0.00
52	Intake - Structural Steel	250,000.00	170,000.00	75,000.00	0.00	245,000.00	98.00 %	5,000.00	0.00
53	Intake - Dewatering	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %	0.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	280,000.00	0.00	0.00	280,000.00	100.00 %	0.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	22,500.00	0.00	0.00	22,500.00	90.00 %	2,500.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	5,000.00	0.00	0.00	5,000.00	50.00 %	5,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	9,000.00	0.00	9,000.00	90.00 %	1,000.00	0.00
58	Intake - Log Booms	40,000.00	4,000.00	0.00	0.00	4,000.00	10.00 %	36,000.00	0.00
59	Intake - Fish Screen	100,000.00	99,000.00	0.00	0.00	99,000.00	99.00 %	1,000.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	232,650.00	0.00	0.00	232,650.00	99.00 %	2,350.00	0.00
61	Intake - Sodium Hypochlorite System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
62	Intake - Monorail, Trolley's & Hoist	60,000.00	6,000.00	0.00	0.00	6,000.00	10.00 %	54,000.00	0.00
63	Intake - Install Coatings	50,000.00	37,500.00	0.00	0.00	37,500.00	75.00 %	12,500.00	0.00
64	Site - Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
65	Site - Storm Water Treatment System	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
66	Site - Storm Drain	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %	0.00	0.00
67	Site - Sewer	25,000.00	23,750.00	0.00	0.00	23,750.00	95.00 %	1,250.00	0.00
68	Site - Raw Water	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00 %	0.00	0.00

69	Site - Domestic Water	50,000.00	0.00	12,500.00	0.00	12,500.00	25.00 %	37,500.00	0.00
70	Site - Catholic Protection	10,000.00	9,000.00	0.00	0.00	9,000.00	90.00 %	1,000.00	0.00
71	Site - Rip Rap	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %	0.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	137,750.00	5,800.00	0.00	143,550.00	99.00 %	1,450.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	32,500.00	16,250.00	0.00	48,750.00	75.00 %	16,250.00	0.00
75	Site - Electrical Control Panels	145,000.00	123,250.00	14,500.00	0.00	137,750.00	95.00 %	7,250.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	202,500.00	11,250.00	0.00	213,750.00	95.00 %	11,250.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	9,000.00	0.00	9,000.00	90.00 %	1,000.00	0.00
78	Site - Fence	50,000.00	5,000.00	0.00	0.00	5,000.00	10.00 %	45,000.00	0.00
79	Site - Well	50,000.00	37,500.00	7,500.00	0.00	45,000.00	90.00 %	5,000.00	0.00
80	Site - Concrete Roadway	200,000.00	140,000.00	0.00	0.00	140,000.00	70.00 %	60,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	70,000.00	0.00	0.00	70,000.00	35.00 %	130,000.00	0.00
82	Building - Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
83	Building - CMU Wall	265,000.00	259,700.00	0.00	0.00	259,700.00	98.00 %	5,300.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %	0.00	0.00
85	Building - Roofing & Gutters	30,000.00	27,000.00	0.00	0.00	27,000.00	90.00 %	3,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	83,250.00	0.00	0.00	83,250.00	45.00 %	101,750.00	0.00
87	Building - Plumbing	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	0.00
88	Building - HVAC & Mechanical	200,000.00	175,288.00	0.00	0.00	175,288.00	87.64 %	24,712.00	0.00
89	Building - Concrete	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %	0.00	0.00
90	Building - Electrical Under Slab Rough In	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %	0.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %	0.00	0.00
92	Building - Electrical Wire	5,000.00	2,500.00	2,000.00	0.00	4,500.00	90.00 %	500.00	0.00
93	Building - Electrical Fire Alarm	30,000.00	18,000.00	0.00	0.00	18,000.00	60.00 %	12,000.00	0.00

94	Building - Electrical Finish	5,000.00	4,000.00	0.00	0.00	0.00	4,000.00	80.00 %	1,000.00	0.00
95	Building - Generator & Fuel Tank	300,000.00	231,000.00	39,000.00	0.00	0.00	270,000.00	90.00 %	30,000.00	0.00
96	Start Up & Testing	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
97	Instruction - Pumps	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
98	Instruction - Fish Screen	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
99	Instruction - Electrical	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
100	Instruction - Generator	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
101	Instruction - Mechanical	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
102	Instruction - Conveying	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
103	Instruction - Site Work	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
104	Instruction - Building	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	4,000.00	0.00	0.00	0.00	4,000.00	50.00 %	4,000.00	0.00
106	O & M Manuals - Review & Revisions	2,000.00	1,000.00	0.00	0.00	0.00	1,000.00	50.00 %	1,000.00	0.00
107	O & M Manuals - Final Copies	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
108	Contractor Record Drawings	10,000.00	5,000.00	0.00	0.00	0.00	5,000.00	50.00 %	5,000.00	0.00
COR # 1	Biological Monitor and Aquatic Salvage (CCO#4)	-28,152.00	-28,152.00	0.00	0.00	0.00	-28,152.00	100.00 %	0.00	0.00
COR # 2	VECP: Driven Steel Pile Wall Thickness (CCO#6)	-149,028.25	-149,028.25	0.00	0.00	0.00	-149,028.25	100.00 %	0.00	0.00
COR # 4	Stop Logs (CCO#2)	-46,755.56	-46,755.56	0.00	0.00	0.00	-46,755.56	100.00 %	0.00	0.00
COR # 5	Groundwater Testing (CCO#1)	11,744.30	11,744.30	0.00	0.00	0.00	11,744.30	100.00 %	0.00	0.00
COR # 6	DC #1 Geo-Technical Instrumentation Changes (CCO#3)	70,001.24	70,001.24	0.00	0.00	0.00	70,001.24	100.00 %	0.00	0.00
COR # 8	DC #1 - Crackstopper Sheet Additional Cost (CCO#5)	269,769.82	269,769.82	0.00	0.00	0.00	269,769.82	100.00 %	0.00	0.00
COR # 10	DC #1 - CE #05D Sewer & Storm Drain Pipe Changes (CCO#9)	27,356.53	27,356.53	0.00	0.00	0.00	27,356.53	100.00 %	0.00	0.00
COR #	CDM 54"RW Pipe Installation (CCO#10)	39,067.88	39,067.88	0.00	0.00	0.00	39,067.88	100.00 %	0.00	0.00



Conditional Waiver and Release Upon Progress Payment - Civil  
Code Section 3262(d)(1) CWR 30

Delta Water Supply Project Intake and Pump Station  
Facility  
Carollo Stockton



Printed 05/07/2012, Page 1 of 2

**Progress Payment #30 - March  
2012 CW & R**

**Contract:** M09110  
**Contractor:** Preston Pipelines, Inc.  
**Purchase Order:** 163445 & 163446

**Submitted :** 05/07/2012  
**Submitted To:** Chad Hutchinson  
**Status:** Pending  
**Priority:** Low  
**Internal Priority:** Low

**Created By:** Preston Pipelines, Inc., Chad Hutchinson  
**Created:** 05/07/2012

Upon receipt by the undersigned of a check from

**(MAKER OF CHECK):** City of Stockton

in the sum of

**(AMOUNT OF CHECK):** 275,346.52

payable to

**(PAYEE OR PAYEES OF CHECK):** Preston Pipelines, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

**(OWNER):** City of Stockton

located at

**(JOB DESCRIPTION):** DWSP Intake Facility and Pumping Station

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

**(YOUR CUSTOMER):** City of Stockton

through

**(DATE):** 03/31/2012

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

# Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) CWR 30

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 05/07/2012, Page 2 of 2

Signed:

Signature *Marite Emery* Print Name Marite Emery Title Controller Date 5/7/12

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

Unconditional Waiver and Release Upon Progress Payment - CIVIL Code Section 3262(d)(2) # 27

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 05/09/2012, Page 1 of 2



**Progress Payment #29 - February 2012 UCW & R**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 05/09/2012  
Submitted To: Chad Hutchinson  
Revision Date:  
Status: Pending  
Priority: Low  
Internal Priority: Low

Created By: Preston Pipelines, Inc., Chad Hutchinson  
Created: 05/07/2012

The undersigned has been paid and has received a progress payment in the sum of

**(AMOUNT OF PAYMENT): 158,609.92**

for labor, services, equipment or material furnished to

**(YOUR CUSTOMER):** City of Stockton

on the job of

**(OWNER):** City of Stockton

located at

**(JOB DESCRIPTION):** DWSP Intake Facility and Pumping Station

and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

**(YOUR CUSTOMER):** City of Stockton

through

**(DATE):** 02/29/2012

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**References**

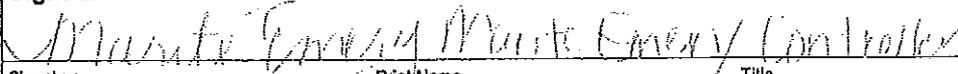
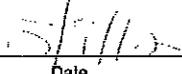
Pay Estimate # 29	Pay Estimate #29 - DWSP February 2012	Closed Approved
Conditional Waiver and Release Upon Progress Payment	Progress Payment #29 - February 2012 CWR 29	Pending
	CW & R	

# Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 27

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 05/09/2012, Page 2 of 2

Signed:

	
Signature	Date

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Francisco

On January 26, 2012 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Janet C. Rojo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

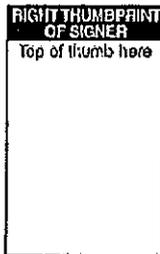
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

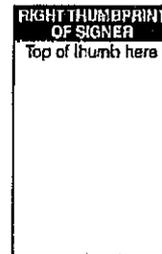
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4888960

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLentino, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA .....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100 DOLLARS (\$ 400,000,000.00 ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of September, 2011.



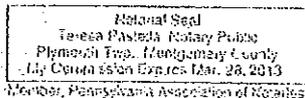
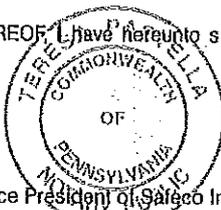
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 26th day of January, 2012.



By Gregory W. Davenport  
Gregory W. Davenport, Vice President

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**ACKNOWLEDGMENT**

State of California  
County of Santa Clara )

On January 30, 2012 before me, Irina Kurysh-Notary Public  
(Insert name and title of the officer)

personally appeared Gary Menges,  
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the pers on(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

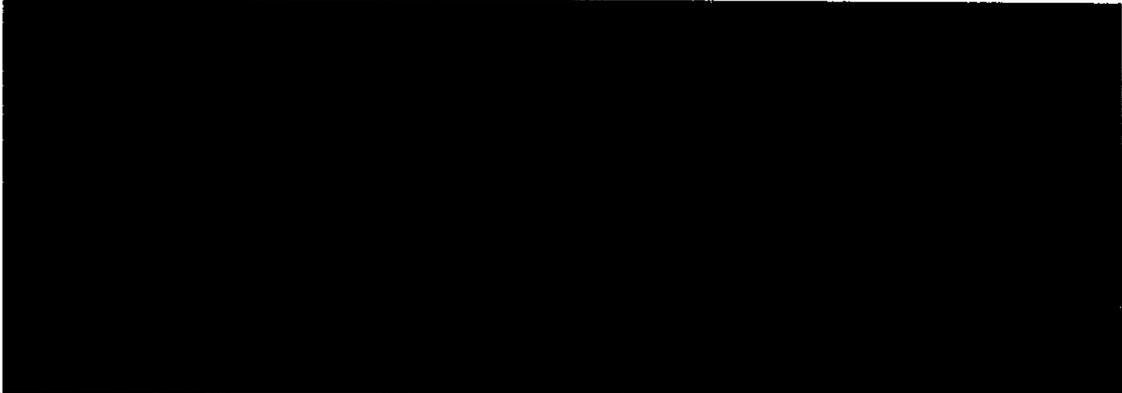


Signature I. Kurysh (Seal)  
Irina Kurysh - Notary Public

Carollo March 2012 Add'l Inspection  
20hrs \* \$145/hr = \$2,900.00

Project 08175A.31

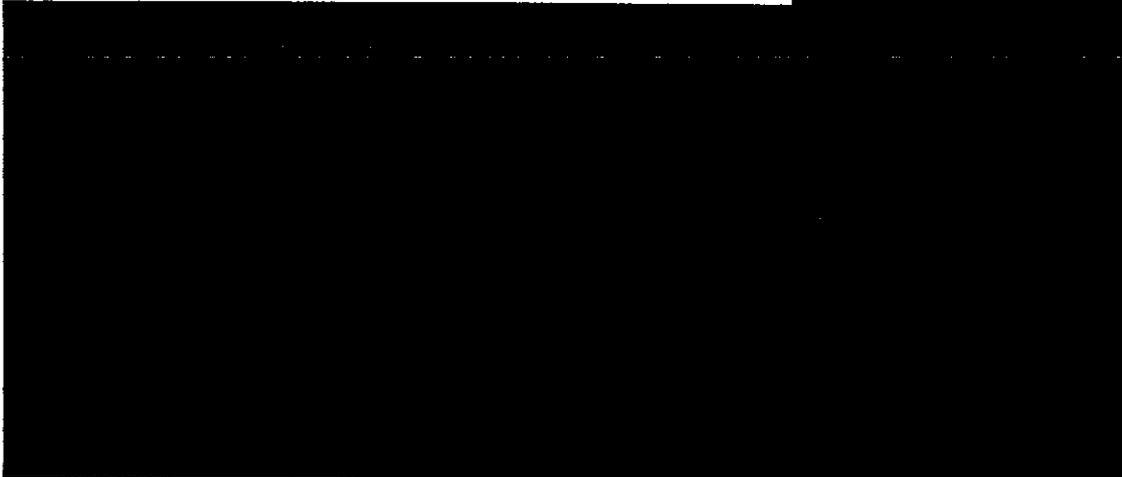
Invoice <Draft>



Carlton, Robert 3/3/2012 10.00



Carlton, Robert 3/31/2012 10.00



# Memo Response # 4

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Printed 04/09/2012, Page 1 of 1

**Subject:** Carollo Engineers Response to Memo # 239  
**Submitted :** 04/03/2012  
**Status:** Pending  
**Created By:** Carollo Engineers, Tim Karlstrand

## Comment:

See File link below for previously sent Notice, dated 03/28/2012.

The City of Stockton withheld monies from the December 2011 partial payment for unpaid wages and potential penalties in accordance with Section 00700, Part 8.4.2. This amount was \$27,144.90

The City of Stockton released a portion of the previously noted withholding in the January 2012 partial payment. This amount was \$8,423.90.

The City of Stockton released a portion of the previously noted withholding in the February 2012 partial payment. This amount was \$2,409.72.

~~The City of Stockton will release a portion of the previously noted withholding (\$8,811.28) as part of the March 2012 partial payment.~~

At this point all of the wages have been paid. The new withholding amount is \$7,500.00 for potential penalties per the attached.

The matter will be turned over to the State of California's Department of Industrial Relations for determination of penalties, if any.

## Files

Williams Underpayment Letter 3-28 52.88K  
-12.pdf

# KUREY & ASSOCIATES

Labor Compliance Management

10940 Trinity Parkway, Suite C #297  
Stockton, CA 95219

Date: March 28, 2012

Case or Contract No.: NA

## Underpayment of Wages

Awarding Body: City of Stockton	Work performed in County of: San Joaquin County
Project Name and Number (if any): City of Stockton Delta Water Supply Project- Intake and Pump Station Facility	
Prime Contractor: Preston Pipeline, Inc.	
Subcontractor: Williams Masonry, Inc.	

### Williams Masonry:

- The subcontractor has an apparent underpayment of wages for the following violations:

Employees were misclassified as apprentices and are owed journeyman wages. The employees were not paid for hours worked on week ending 12/10/2011. Underpayment amount is **\$25,906.89**.

Potential penalties for underpayment of wages pursuant to California Labor Code Section 1775 (a) (1) and penalties for underpayment of overtime violations pursuant to California Labor Code Section 1813 is in the amount of **\$7,500.00**.

We have received copies of supplemental payments made by Devcon, Inc. to employees in the amount of **\$25,906.89**.

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

**\$7,500.00**

\_\_\_\_\_  
Labor Compliance Officer

```

=====
ESCROW NO      100210007          TOTAL ESCROW BALANCE      1,550,567.32
  OPEN 02-05-10 CLOSE ----- STATUS  OPEN  OFFICER      TRUST      1,550,567.32
                CONSIDERATION          SOURCE      SAVINGS          .00
Owner  City of Stockton
Job#   M09110 (#09-099) (Delta          HELD FUNDS          .00

```

PROC DTE T/C	SERIAL NO	DESCRIPTION	DEBITS	CREDITS	BALANCE
01-26-10 R	1076904	Deposit		2,125.00	2,125.00
03-03-10 TI	1074423	TRANSFER IN		28,725.00	30,850.00
		TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10 TI	1075286	TRANSFER IN		11,625.00	42,475.00
		TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10 CM		Deposit		2,125.00	44,600.00
03-01-10 CM		Interest 2/28/10		.40	44,600.40
03-10-10 R/CM		Interest 2/28/10		-.40	44,600.00
04-08-10 CM		Deposit (ACH)		4,250.00	48,850.00
04-21-10 CM		Deposit (ACH)		19,650.00	68,500.00
05-19-10 CM		Deposit (ACH)		18,825.00	87,325.00
06-24-10 CM		Deposit (ACH)		53,050.00	140,375.00
08-12-10 CM		Deposit (ACH)		90,926.54	231,301.54
08-26-10 CM		Deposit (ACH)		73,650.00	304,951.54
10-07-10 CM		Deposit (ACH)		140,635.00	445,586.54
11-10-10 CM		Deposit (ACH)		167,440.00	613,026.54
12-09-10 CM		Deposit (ACH)		57,400.00	670,426.54
12-09-10 CM		Deposit		57,410.00	727,836.54
12-27-10 R/CM		Deposit (ACH)		-57,400.00	670,436.54
12-23-10 CM		ACH Dep City Stock		11,839.00	682,275.54
02-01-11 CM		Depoist (ACH)		36,720.00	718,995.54
03-04-11 CM		Deposit (ACH)		74,153.21	793,148.75
03-24-11 CM		Deposit (ACH)		76,787.62	869,936.37
05-13-11 CM		Deposit		60,319.70	930,256.07
06-10-11 CM		Deposit (ACH)		58,540.00	988,796.07
07-07-11 CM		Deposit (ACH)		86,041.00	1,074,837.07
08-16-11 CM		Deposit (ACH)		42,589.82	1,117,426.89
09-01-11 CM		Deposit (ACH)		38,665.00	1,156,091.89
10-13-11 CM		Deposit (ACH)		75,280.00	1,231,371.89
12-02-11 CM		Deposit (ACH)		92,395.00	1,323,766.89
12-12-11 CM		Deposit (ACH)		59,918.50	1,383,685.39
01-17-12 CM		Deposit (ACH)		46,515.00	1,430,200.39
02-24-12 CM		Deposit (ACH)		58,930.00	1,489,130.39
03-29-12 CM		Deposit (ACH)		43,694.69	1,532,825.08
04-27-12 CM		Deposit (ACH)		17,742.24	1,550,567.32

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SAVINGS INST  2 - INTEREST          ACCT#1  OPEN ----- CLOSE 03-25-10
PROC DTE T/C  SERIAL NO    DESCRIPTION          DEBITS          CREDITS          BALANCE
03-03-10 SC              Interest 2/28/10              .40              .40
03-10-10 R/SC              Interest 2/28/10             -.40              .00

```

continued on next page

PRESTON PIPELINES

Retention Escrows-North Co.13

CO# 13 CN#21 BR# 7

ESCROW STATUS

REPORT # 11

DATE 05-01-12

PAGE # 2

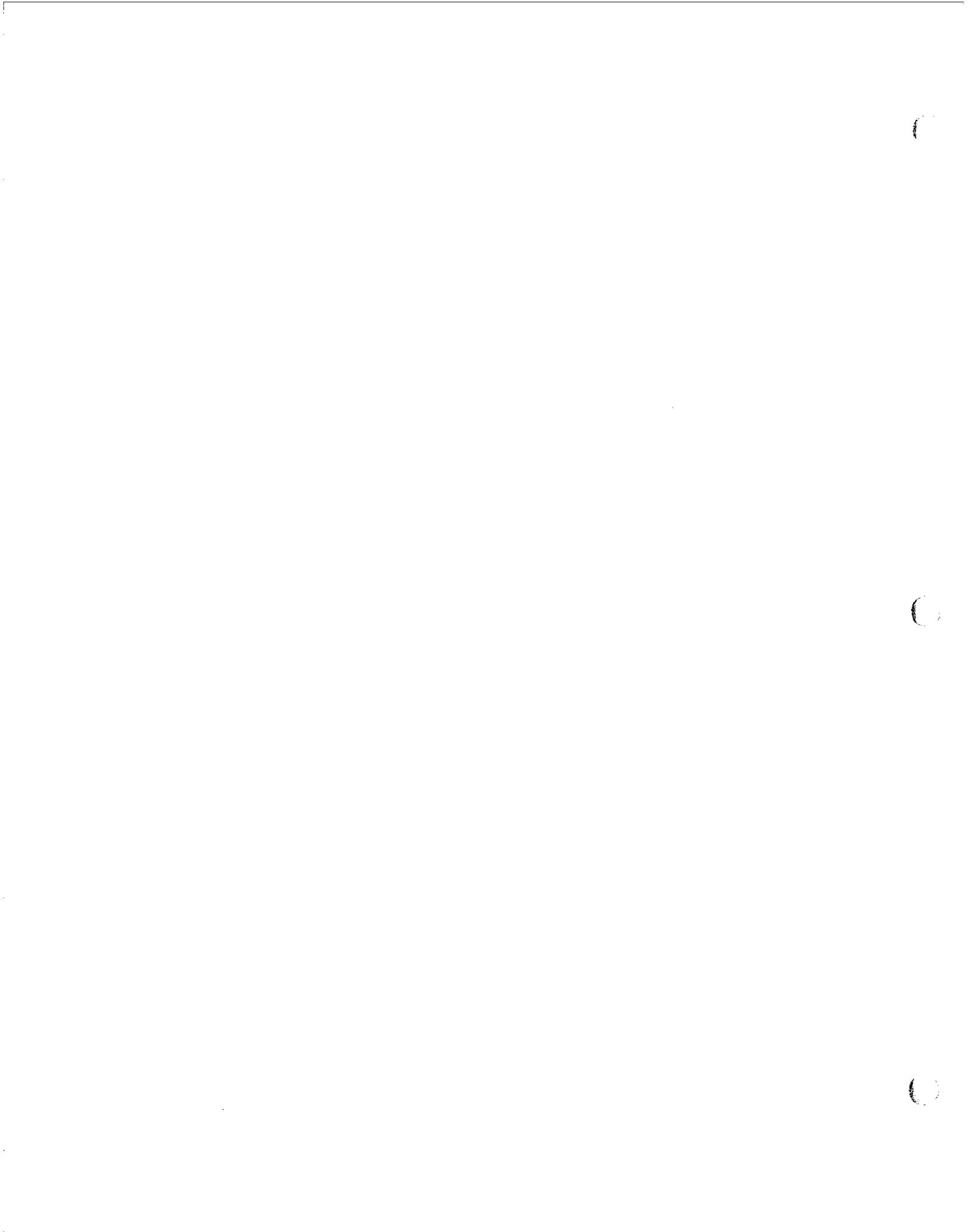
ESCROW NO 100210007 continued from previous page

PROC DTE T/C	SERIAL NO	DESCRIPTION	DEBITS	CREDITS	BALANCE
03-03-10 SC		Interest 2/28/10 A		5.73	5.73
03-25-10 R/SC		Interest 2/28/10 A		-5.73	.00

=====

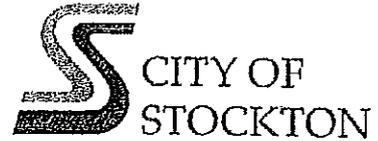
TOTAL ESCROWS ON THIS REPORT: 1 SAVINGS: .00 TRUST: 1,550,567.32

OPERATOR NLC866 DATE:05/01/2012 5:44:47 PM



Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) CWR 29

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Printed 04/02/2012, Page 1 of 2

**Progress Payment #29 - February 2012 CW & R**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 04/02/2012  
Submitted To: Chad Hutchinson  
Status: Pending  
Priority: Low  
Internal Priority: Low

Created By: Preston Pipelines, Inc., Chad Hutchinson  
Created: 04/02/2012

Upon receipt by the undersigned of a check from  
(MAKER OF CHECK): City of Stockton

in the sum of

(AMOUNT OF CHECK): ~~215,043.70~~ \$ 158,609.92

*(Signature)*

(PAYEE OR PAYEES OF CHECK): Preston Pipelines, Inc

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

(OWNER): City of Stockton

located at

(JOB DESCRIPTION): DWSP Intake Facility and Pumping Station

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

(YOUR CUSTOMER): City of Stockton

through

(DATE): 02/29/2012

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

# Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) CWR 29

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 04/02/2012, Page 2 of 2

Signed:

Signature	<i>Marite Emery</i>	Print Name	Marite Emery	Title	Controller	Date	4-04-12
-----------	---------------------	------------	--------------	-------	------------	------	---------

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

eadoc

Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 26

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 04/02/2012, Page 1 of 2



**Progress Payment #28 - January 2012 UCW & R**

**Contract:** M09110  
**Contractor:** Preston Pipelines, Inc.  
**Purchase Order:** 163445 & 163446

**Submitted :** 04/02/2012  
**Submitted To:** Chad Hutchinson  
**Status:** Pending  
**Priority:** Low  
**Internal Priority:** Low

**Created By:** Preston Pipelines, Inc., Chad Hutchinson  
**Created:** 04/02/2012

The undersigned has been paid and has received a progress payment in the sum of  
**(AMOUNT OF PAYMENT):** 410,089.22

for labor, services, equipment or material furnished to

**(YOUR CUSTOMER):** City of Stockton

on the job of

**(OWNER):** City of Stockton

located at

**(JOB DESCRIPTION):** DWSP Intake Facility and Pumping Station

and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

**(YOUR CUSTOMER):** City of Stockton

through

**(DATE):** 01/31/2012

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**References**

Pay Estimate # 28.4	Pay Estimate #28 - DWSP January 2012	Closed Approved
Conditional Waiver and Release Upon Progress Payment	City of Stockton #28 (1) CWR 28	Closed Approved
	& R	

# Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 26

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 04/02/2012, Page 2 of 2

Signed:

Signature *Marite Emery* Print Name *Marite Emery* Title *Controller* Date *4/4/12*

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.

eadloc



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of San Francisco }

On January 26, 2012 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Janet C. Rojo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Betty L. Tolentino*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4888960

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100..... DOLLARS (\$ 400,000,000.00.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of September, 2011.



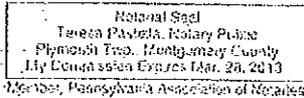
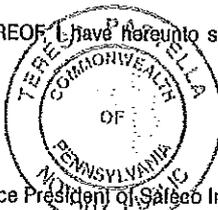
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

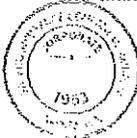
CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 26th day of January, 2012.



By Gregory W. Davenport  
Gregory W. Davenport, Vice President

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**ACKNOWLEDGMENT**

State of California  
County of  Santa Clara  )

On  January 30, 2012  before me,  Irina Kurysh-Notary Public   
(insert name and title of the officer)

personally appeared  Gary Menges   
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the pers on(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Cali fornia that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  I. Kurysh  (Seal)  
 Irina Kurysh - Notary Public

Carollo February 2012 Add'l Inspection  
24hrs \* \$145/hr = \$3,480.00

Project 08175A.31

Invoice <Draft>

Technicians

Carlton, Robert 2/4/2012 8.00

Carlton, Robert 2/11/2012 8.00

Carlton, Robert 2/25/2012 8.00

# Memo Response # 2

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Printed 03/26/2012, Page 1 of 1

**Subject:** Carollo Engineers Response to Memo # 239  
**Submitted :** 03/12/2012  
**Status:** Pending  
**Created By:** Carollo Engineers, Tim Karlstrand

## Comment:

See File link below for previously sent Notice, dated 03/09/2012.

The City of Stockton withheld monies from the December 2011 partial payment for unpaid wages and potential penalties in accordance with Section 00700, Part 8.4.2. This amount was \$27,144.90

The City of Stockton released a portion of the previously noted withholding in the January 2012 partial payment. This amount was \$8,423.90.

At this point some, but not all, wages have been paid. The new withholding amount is \$16,311.28 per the attached.

~~The City of Stockton will release \$2,409.72 as part of the February 2012 partial payment.~~

If this matter cannot be handled by the Contractor in an expedient manner then it may be turned over to the State of California's Department of Industrial Relations. Provide proof of payment for unpaid wages by March 31, 2012 to avoid this escalation.

## Files

Williams Underpayment Letter 3-9 100.41K  
-12.pdf

# KUREY & ASSOCIATES

Labor Compliance Management

10940 Trinity Parkway, Suite C #297  
Stockton, CA 95219

Date: March 9, 2012

Case or Contract No.: NA

## Underpayment of Wages

Awarding Body: City of Stockton	Work performed in County of: San Joaquin County
Project Name and Number (if any): City of Stockton Delta Water Supply Project- Intake and Pump Station Facility	
Prime Contractor: Preston Pipeline, Inc.	
Subcontractor: Williams Masonry, Inc.	

### Williams Masonry:

- The subcontractor has an apparent underpayment of wages for the following violations:

Employees were misclassified as apprentices and are owed journeyman wages. The employees were not paid for hours worked on week ending 12/10/2011. Underpayment amount is **\$25,906.89**.

Potential penalties for underpayment of wages pursuant to California Labor Code Section 1775 (a) (1) and penalties for underpayment of overtime violations pursuant to California Labor Code Section 1813 is in the amount of **\$7,500.00**.

We have received copies of supplemental payments made by Devcon, Inc. to employees in the amount of **\$17,095.61**. There is not any proof that the gross amount was paid to the employees. The amount still owed to employees is **\$8,811.28**.

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

**\$16,311.28**

\_\_\_\_\_  
Labor Compliance Officer

Delta Intake Project  
Williams Masonry Underpayment Audit

Delta Intake Project 2009-t							
Classification	Base	H&W	Pension	Vac/Hol	Training	Other	Total
Bricklayer	\$ 32.61	\$ 9.69	\$ 8.50	\$ 2.50	\$ 0.80	\$ 0.90	\$ 55.00
<b>Bricklayer QT</b>	<b>\$ 48.915</b>	<b>\$ 9.69</b>	<b>\$ 8.50</b>	<b>\$ 2.50</b>	<b>\$ 0.80</b>	<b>\$ 0.90</b>	<b>\$ 71.305</b>

Subcontractors total amount paid to employee							
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total
11/5/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25
11/5/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91
11/12/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25
11/12/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37
11/19/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25
11/19/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37
11/26/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25
11/26/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37
12/3/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25
12/3/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37
12/10/11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Discrepancy Calculations								
Prevailing Wage Base Hry Rate	Difference	Hours	Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days	Amount due to the Employee	
55,000	24,750	40	990,000	\$ 32.00	0	6	958,000	
71,305	31,395	18	565,110	\$ 14.40			550,710	
55,000	24,750	38	940,500	\$ 30.40	1	5	910,100	
71,305	25,925	16	414,800	\$ 12.80			402,000	
55,000	24,750	40	990,000	\$ 32.00	0	6	958,000	
71,305	25,935	17	440,895	\$ 13.60			427,295	
55,000	24,750	24	594,000	\$ 19.20	0	3	574,800	
71,305	25,935	6	155,610	\$ 4.80			150,810	
55,000	24,750	37	915,750	\$ 29.60	4	1	886,150	
71,305	25,935	2	51,870	\$ 1.60			50,270	
55,000	55,000	34	1,870,000	\$ 27.20	5	0	1,842,800	
				<b>Total Due</b>	<b>\$ 217.60</b>	<b>10</b>	<b>21</b>	<b>7,710,935</b>

Subcontractors total amount paid to employee							
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total
11/5/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38
11/5/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35
11/12/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38
11/12/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35
11/19/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38
11/19/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35
11/26/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38
11/26/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35
12/3/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38
12/3/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35

Discrepancy Calculations								
Prevailing Wage Base Hry Rate	Difference	Hours	Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days	Amount due to the Employee	
55,000	20,620	40	824,800	\$ 32.00	0	6	792,800	
71,305	25,955	17	441,235	\$ 13.60			427,635	
55,000	20,620	38	783,960	\$ 30.40	1	5	753,160	
71,305	25,955	16	415,280	\$ 12.80			402,480	
55,000	20,620	36	742,320	\$ 28.80	0	6	713,520	
71,305	25,955	17	415,280	\$ 12.80			402,480	
55,000	20,620	24	494,880	\$ 19.20	0	3	475,680	
71,305	25,955	6	155,730	\$ 4.80			150,930	
55,000	20,620	37	762,940	\$ 29.60	4	1	733,340	
71,305	25,955	2	51,910	\$ 1.60			50,310	
				<b>Total Due</b>	<b>\$ 185.60</b>	<b>5</b>	<b>21</b>	<b>4,902,335</b>

Delta Intake Project  
Williams Masonry Underpayment Audit

Subcontractors total amount paid to employee										Discrepancy Calculations					
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total	Prevailing Wage	Difference	Hours	Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days	Amount due to the Employee
<b>Martín González</b>															
11/5/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	\$ 55,000	\$ 24,750	24	\$ 594,000	\$ 19.20	0	4	\$ 74,800
11/5/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31,395	5	156,975	4.00			152,975
11/12/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	38	940,500	30.40	1	4	910,100
11/12/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31,395	8	251,160	6.40			244,760
11/19/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	40	990,000	32.00	0	6	958,000
11/19/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31,395	17	533,715	13.60			520,115
11/26/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	16	396,000	12.80	0	2	383,200
11/26/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31,395	4	125,580	3.20			122,380
12/3/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	8	198,000	6.40	0	1	191,600
12/3/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31,395	2	62,790	1.60	1	17	4,119,120
Total Due											\$ 129.60				

Subcontractors total amount paid to employee										Discrepancy Calculations						
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total	Prevailing Wage	Difference	Hours	Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days	Amount due to the Employee	
<b>Sergio Martínez</b>																
11/5/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	\$ 55,000	\$ 24,750	40	\$ 990,000	\$ 32.00	0	6	\$ 958,000	
11/5/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31,395	18	565,110	14.40			550,710	
11/12/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	38	940,500	30.40	1	5	910,100	
11/12/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	16	414,960	12.80			402,160	
11/19/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	40	990,000	32.00	0	6	958,000	
11/19/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	17	440,895	13.60			427,295	
11/26/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	24	594,000	19.20	0	3	574,800	
11/26/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	6	155,610	4.80			150,810	
12/3/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	37	915,750	29.60	4	1	896,150	
12/3/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	2	51,870	1.60	4	0	50,270	
12/10/11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	55,000	55,000	26	1,430,000	20.80	4	0	1,409,200	
Total Due											\$ 211.20					7,277,495

Delta Intake Project  
Williams Masonry Underpayment Audit

Subcontractors total amount paid to employee					Discrepancy Calculations										
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total	Prevailing Wage Base Hry Rate	Hours	Difference	Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days	Amount due to the Employee
12/10/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	55,000	35	55,000	1,925,000	\$ 28.00	5	0	1,957,000
											Total Due	\$ 28.00	5	0	1,957,000

Subcontractors total amount paid to employee					Discrepancy Calculations										
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total	Prevailing Wage Base Hry Rate	Hours	Difference	Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days	Amount due to the Employee
12/10/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	55,000	40	55,000	0.000	\$ 32.00	0	0	0.000
											Total Due	\$ 32.00	0	0	0.000

GROSS WAGES OWED	\$25,906.885
NET WAGES PD BY DEVCON	\$17,095.61
TOTAL OWED TO EMPLOYEES AS OF 2/14/12	\$8,811.28

PENALTY TYPE	# of Days	Total Amount
Straight Time Wages (\$50/day)	30	\$1,500.00
Overtime Wages (\$75/day)	80	\$6,000.00
<b>Total</b>		<b>\$7,500.00</b>

**WITHHOLDING TOTAL \$18,721.28**

```

=====
ESCROW NO      100210007                TOTAL ESCROW BALANCE      1,532,825.08
  OPEN 02-05-10 CLOSE ----- STATUS  OPEN  OFFICER      TRUST      1,532,825.08
                CONSIDERATION                SOURCE      SAVINGS      .00
Owner  City of Stockton
Job#   M09110 (#09-099) (Delta)                HELD FUNDS      .00

```

PROC DTE	T/C	SERIAL NO	DESCRIPTION	DEBITS	CREDITS	BALANCE
01-26-10	R	1076904	Deposit		2,125.00	2,125.00
03-03-10	TI	1074423	TRANSFER IN		28,725.00	30,850.00
			TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10	TI	1075286	TRANSFER IN		11,625.00	42,475.00
			TRANSFER FR BR# 1 ESCROW NO 100210007			
			Deposit		2,125.00	44,600.00
03-01-10	CM		Interest 2/28/10		.40	44,600.40
03-10-10	R/CM		Interest 2/28/10		-.40	44,600.00
04-08-10	CM		Deposit (ACH)		4,250.00	48,850.00
04-21-10	CM		Deposit (ACH)		19,650.00	68,500.00
05-19-10	CM		Deposit (ACH)		18,825.00	87,325.00
06-24-10	CM		Deposit (ACH)		53,050.00	140,375.00
08-12-10	CM		Deposit (ACH)		90,926.54	231,301.54
08-26-10	CM		Deposit (ACH)		73,650.00	304,951.54
10-07-10	CM		Deposit (ACH)		140,635.00	445,586.54
11-10-10	CM		Deposit (ACH)		167,440.00	613,026.54
12-09-10	CM		Deposit (ACH)		57,400.00	670,426.54
12-09-10	CM		Deposit		57,410.00	727,836.54
12-27-10	R/CM		Deposit (ACH)		-57,400.00	670,436.54
12-23-10	CM		ACH Dep City Stock		11,839.00	682,275.54
02-01-11	CM		Depoist (ACH)		36,720.00	718,995.54
03-04-11	CM		Deposit (ACH)		74,153.21	793,148.75
03-24-11	CM		Deposit (ACH)		76,787.62	869,936.37
05-13-11	CM		Deposit		60,319.70	930,256.07
06-10-11	CM		Deposit (ACH)		58,540.00	988,796.07
07-07-11	CM		Deposit (ACH)		86,041.00	1,074,837.07
08-16-11	CM		Deposit (ACH)		42,589.82	1,117,426.89
09-01-11	CM		Deposit (ACH)		38,665.00	1,156,091.89
10-13-11	CM		Deposit (ACH)		75,280.00	1,231,371.89
12-02-11	CM		Deposit (ACH)		92,395.00	1,323,766.89
12-12-11	CM		Deposit (ACH)		59,918.50	1,383,685.39
01-17-12	CM		Deposit (ACH)		46,515.00	1,430,200.39
02-24-12	CM		Deposit (ACH)		58,930.00	1,489,130.39
03-29-12	CM		Deposit (ACH)		43,694.69	1,532,825.08

```

-----
SAVINGS INST  2 - INTEREST                ACCT#1                OPEN ----- CLOSE 03-25-10
PROC DTE T/C  SERIAL NO      DESCRIPTION                DEBITS                CREDITS                BALANCE
03-03-10 SC                Interest 2/28/10                .40                    .40
03-10-10 R/SC                Interest 2/28/10                -.40                    .00
03-03-10 SC                Interest 2/28/10 A                5.73                    5.73
03-25-10 R/SC                Interest 2/28/10 A                -5.73                    .00

```

=====

TOTAL ESCROWS ON THIS REPORT:            1    SAVINGS:                            .00    TRUST:                            1,532,825.08

PRESTON PIPELINES

Retention Escrows-North Co.13  
CO# 13 CN#21 BR# 7  
ESCROW STATUS

REPORT # 11  
DATE 03-30-12  
PAGE # 2

OPERATOR NLC866      DATE:03/30/2012      11:10:14 AM

Two Payments from  
PO 163446:

**ATTN: ALAN  
(Accounts Payable)  
PROCESS AS EFT**

Preston: \$ 410,089.22



\*Comerica: \$ 43,694.69

\*Vendor # 1108145

Remittance advice must  
reference  
Escrow # 10021-0007RET

**INTAKE AND PUMP STATION FACILITY  
CONSTRUCTION CONTRACT  
PRESTON PIPELINES**

**ROUTE SLIP**

Report Date: Pay App 28 to 1/31/12

Notes/Comments: Revid 3.9.12

<u>Name</u>	<u>Date Reviewed</u>	<u>Date Forwarded</u>
-------------	----------------------	-----------------------

<i>MP</i> Melissa Price	<u>3.14.12</u>	<u>3.14.12</u>
Bond Req. No.	<u>22</u>	<u>TBD</u>

Comments: \_\_\_\_\_

<i>Q</i> Mike Callahan	<u>3/15/12</u>	<u>3/15/12</u>
------------------------	----------------	----------------

Comments: \_\_\_\_\_

<i>MG</i> Bob Granberg	<u>3/15/12</u>	<u>3/19/12</u>
------------------------	----------------	----------------

Comments: \_\_\_\_\_

Support Staff	Invoice to BD & Copy to Preston File	<u>3/19/12</u>	<u>3/19/12</u>	<i>w Bob</i>
---------------	---	----------------	----------------	--------------

<u>PO No.</u>	<u>Amount</u>	<u>Pd This Invoice</u>	<u>Pd Prev Invoice</u>	<u>Balance</u>
163445	\$9,999,999	\$0	\$9,999,999	\$0
163446	\$6,414,807.39	\$453,783.91	\$4,819,134.35	\$1,141,889.13

7123311

# Progress Payment

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



<b>Pay Estimate:</b>	28.4	<b>For Payment:</b>	02/21/2012
<b>Contract:</b>	M09110	<b>Pay Period From :</b>	01/01/2012 <b>To:</b> 01/31/2012
<b>Purchase Order:</b>	163445 & 163446	<b>Amount Recommended:</b>	410,089.22

**Contractor:** Preston Pipelines, Inc.  
12687 S. Manthey Road  
Lathrop CA 95330

**Approval:** Approved  
**Date Approved:** 03/07/2012  
**Approved By:** Tim Karlstrand

<b>Original Contract Amount</b>	\$ 16,156,000.00
<b>Approved Change Orders</b>	\$ 258,806.39
<b>Current Contract Amount</b>	\$ 16,414,806.39
<b>Total Work Completed and Materials Stored</b>	\$ 15,328,250.76
<b>Retainage Held</b>	\$ 1,532,825.08
<b>Retainage Released</b>	\$ 0.00
<b>Deductions</b>	\$ 55,333.50
<b>Total Earned Less Retainage</b>	\$ 13,740,092.18
<b>Less Previous Payment Certificates</b>	\$ 13,330,002.96
<b>Tax</b>	\$ 0.00
<b>Current Payment Due</b>	\$ 410,089.22
<b>Balance Remaining, Including Retainage</b>	\$ 2,674,714.21

# Summary

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Page 1 of 8

Pay Estimate: 28.4	For Payment: 02/21/2012
Contract: M09110	Pay Period From: 01/01/2012 To: 01/31/2012
Purchase Order: 163445 & 163446	Amount Recommended: 410,089.22
Contractor: Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330	

Approval: Approved  
Date Approved: 03/07/2012  
Approved By: Tim Karlstrand

Description	Total	Thru Last Month		This Period		to Date	
		%	Amount	%	Amount	%	Amount
Contracted	16,156,000.00	90.38%	14,602,190.00	2.36%	380,840.00	92.74%	14,983,030.00
Changes	258,806.39	111.71%	289,113.86	21.68%	56,106.90	133.39%	345,220.76
<b>Total</b>	<b>16,414,806.39</b>	<b>90.72%</b>	<b>14,891,303.86</b>	<b>2.66%</b>	<b>436,946.90</b>	<b>93.38%</b>	<b>15,328,250.76</b>

Retention Held			
SoV Retention Held		1,460,219.00	1,498,303.00
CCR Retention Held		28,911.39	34,522.08
<b>Total</b>		<b>1,489,130.39</b>	<b>1,532,825.08</b>
Retainage Released		0.00	0.00
Deductions:		<del>72,170.51</del>	<del>65,333.50</del>
<b>Pay Estimate Total</b>		<b>13,330,002.96</b>	<b>13,740,092.18</b>

<b>Balance to Finish Plus Retention</b>	<b>2,674,714.21</b>
---	---------------------

Stop Notice + 25% = 78,315.54  
 Carollo (24) = 14,355  
 " (25) = 7,830  
 Release = <54,658.45>  
 Carollo (26) = 3,697.50  
 " (27) = 3,480  
 Release = <7,993.98>  
 WM = 27,144.90  
 Carollo (28) = 7,250  
 Release to (29) = <8,152.96> eadoc  
 = 55,333.5

# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:**  
 City of Stockton  
 2500 Navy Drive  
 Stockton, CA US

**FROM CONTRACTOR:**  
 Preston Pipelines, Inc.  
 12687 S. Mantley Road  
 Lathrop, CA 95330 US

**PROJECT:** Delta Water Supply  
 Project Intake and Pump  
 Station Facility

**VIA ARCHITECT:** CAROLLO  
 ENGINEERS

**APPLICATION NO. 28**  
**PERIOD TO: 01/31/2012**  
**CONTRACT FOR:**  
**CONTRACT DATE: 09/22/2009**  
**PROJECT NOS: / /**

Distributed To:

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 16,156,000.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 258,806.39
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 16,414,806.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 15,328,250.76
5. RETAINAGE:
  - a. 10.00 % of Completed Work ..... \$ 1,532,825.08
  - b. 0.00 % of Stored Material (Column F on G703) ..... \$ 0.00

less \$ 1,489,130.39 = \$ 43,694.69 to be received

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** C. Huber Date: 3/7/12

By: \_\_\_\_\_ State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 1,532,825.08

6. TOTAL EARNED LESS RETAINAGE ..... \$ 13,795,425.68

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 13,330,002.96

8. CURRENT PAYMENT DUE ..... \$ 465,422.72

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 2,619,380.71

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 15,808.07	\$ 0.00
Total approved this month	\$ 242,998.32	\$ 0.00
<b>TOTALS</b>	<b>\$ 258,806.39</b>	<b>\$ 0.00</b>
<b>NET CHANGE by Change Order</b>	<b>\$ 258,806.39</b>	<b>\$ 0.00</b>

### ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 410,389.22

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** TM Architects, TRAV Date: 03/07/2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK to Pay: Walter J. Blay

3/19/12

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# AIA Document G703<sup>TM</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 28  
 APPLICATION DATE: 02/21/2012  
 PERIOD TO: 01/31/2012  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1	Bonds	121,000.00	121,000.00		0.00	0.00	121,000.00	100.00 %	0.00	0.00
2	Builders Risk Insurance	33,000.00	33,000.00		0.00	0.00	33,000.00	100.00 %	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00		0.00	0.00	81,000.00	100.00 %	0.00	0.00
4	Permits	15,000.00	15,000.00		0.00	0.00	15,000.00	100.00 %	0.00	0.00
5	Prepare SW/PPP Plan	11,000.00	11,000.00		0.00	0.00	11,000.00	100.00 %	0.00	0.00
6	SW/PPP Mobilization	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00 %	0.00	0.00
7	Buy & Install SW/PPP Materials	35,000.00	35,000.00		0.00	0.00	35,000.00	100.00 %	0.00	0.00
8	Maintain SW/PPP Materials	13,000.00	12,350.00	390.00	0.00	0.00	12,740.00	98.00 %	260.00	0.00
9	Remove SW/PPP Materials	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00 %	0.00	0.00
11	Install/Remove Shoring Materials	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00 %	0.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00 %	0.00	0.00
13	Mobilization Cofferdam	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00 %	0.00	0.00
14	Install Cofferdam - Front	55,000.00	55,000.00		0.00	0.00	55,000.00	100.00 %	0.00	0.00
15	Cut/Remove Cofferdam Front	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
16	Submittals/Engineering Sheet Piling	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00 %	0.00	0.00

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17	Mobilization Sheet Piling	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00%	0.00	0.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00%	0.00	0.00	0.00
20	Install Interior Sheets	950,000.00	950,000.00	0.00	0.00	950,000.00	100.00%	0.00	0.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00
22	Mobilization Steel Piles	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00
23	Steel Test Pile Program	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%	0.00	0.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	1,425,000.00	0.00	0.00	1,425,000.00	100.00%	0.00	0.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00%	0.00	0.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00
27	Place Rebar in Piles	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%	0.00	0.00	0.00
28	Place Structure in Piles	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00	0.00
30	Mobilization Grading	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00	0.00
31	Clean Up Misc Debris	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	0.00	0.00
32	Strip & Prep Site for Grading	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00%	0.00	0.00	0.00
33	Survey	40,000.00	39,200.00	0.00	0.00	39,200.00	98.00%	800.00	0.00	0.00
34	Grading Phase 1	950,000.00	950,000.00	0.00	0.00	950,000.00	100.00%	0.00	0.00	0.00
35	Grading Phase 2	800,000.00	800,000.00	0.00	0.00	800,000.00	100.00%	0.00	0.00	0.00
36	Grading Phase 3	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00%	0.00	0.00	0.00
37	Geotechnical Instrumentation	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	15,000.00	0.00	0.00	15,000.00	30.00%	35,000.00	0.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	0.00	0.00
40	Asphalt Paving	70,000.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	0.00	0.00
41	Submittals Intake Facility	50,000.00	48,750.00	500.00	0.00	49,250.00	98.50%	750.00	0.00	0.00
42	Project Management	425,000.00	425,000.00	0.00	0.00	425,000.00	100.00%	0.00	0.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	0.00	0.00

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44	Office Trailer & Yard Services	50,000.00	42,500.00	2,500.00	0.00	0.00	45,000.00	90.00%	5,000.00	0.00
45	Office Trailer & Yard Removal	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
46	Intake - Mobilization	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
47	Intake - Structure Excavation	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	100.00%	0.00	0.00
48	Intake - Sacrificial Concrete	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
49	Intake - Structural Concrete	900,000.00	855,252.00	0.00	0.00	0.00	855,252.00	95.03%	44,748.00	0.00
50	Intake - Sloped Concrete	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	379,950.00	0.00	0.00	0.00	391,950.00	97.99%	8,050.00	0.00
52	Intake - Structural Steel	250,000.00	170,000.00	0.00	0.00	0.00	170,000.00	68.00%	80,000.00	0.00
53	Intake - Dewatering	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	100.00%	0.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	280,000.00	0.00	0.00	0.00	280,000.00	100.00%	0.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	22,500.00	0.00	0.00	22,500.00	90.00%	2,500.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	5,000.00	0.00	0.00	0.00	5,000.00	50.00%	5,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
58	Intake - Log Booms	40,000.00	4,000.00	0.00	0.00	0.00	4,000.00	10.00%	36,000.00	0.00
59	Intake - Fish Screen	100,000.00	99,000.00	0.00	0.00	0.00	99,000.00	99.00%	1,000.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	230,300.00	0.00	0.00	0.00	232,650.00	99.00%	2,350.00	0.00
61	Intake - Sodium Hypochlorite System	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
62	Intake - Monorail, Trolley's & Hoist	60,000.00	0.00	6,000.00	0.00	0.00	6,000.00	10.00%	54,000.00	0.00
63	Intake - Install Coatings	50,000.00	12,500.00	25,000.00	0.00	0.00	37,500.00	75.00%	12,500.00	0.00
64	Site - Mobilization	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
65	Site - Storm Water Treatment System	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
66	Site - Storm Drain	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	100.00%	0.00	0.00
67	Site - Sewer	25,000.00	23,750.00	0.00	0.00	0.00	23,750.00	95.00%	1,250.00	0.00
68	Site - Raw Water	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00%	0.00	0.00

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Item No.	Description	Quantity	Unit	Price	Total	Percentage	Notes
69	Domestic Water	50,000.00		0.00	0.00	0.00%	
70	Site - Cathodic Protection	10,000.00		7,500.00	1,500.00	0.00%	
71	Site - Rip Rap	50,000.00		50,000.00	0.00	90.00%	
72	Site - Electrical PGE Primary & Secondary	35,000.00		33,250.00	1,750.00	100.00%	
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00		126,150.00	11,600.00	100.00%	
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00		32,500.00	0.00	50.00%	
75	Site - Electrical Control Panels	145,000.00		100,050.00	23,200.00	85.00%	
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00		169,200.00	33,300.00	90.00%	
77	Site - Electrical Wire	10,000.00		0.00	0.00	0.00%	
78	Site - Fence	50,000.00		0.00	5,000.00	10.00%	
79	Site - Well	50,000.00		37,500.00	0.00	75.00%	
80	Site - Concrete Roadway	200,000.00		140,000.00	0.00	70.00%	
81	Site - Concrete Flatwork	200,000.00		50,000.00	20,000.00	35.00%	
82	Building - Mobilization	25,000.00		25,000.00	0.00	100.00%	
83	Building - CMU Wall	265,000.00		259,700.00	0.00	98.00%	
84	Building - Steel Trusses & Deck	75,000.00		71,250.00	3,750.00	100.00%	
85	Building - Roofing & Gutters	30,000.00		24,000.00	3,000.00	90.00%	
86	Building - Doors, Painting & Gates	185,000.00		64,750.00	18,500.00	45.00%	
87	Building - Plumbing	50,000.00		27,500.00	22,500.00	100.00%	
88	Building - HVAC & Mechanical	200,000.00		75,288.00	100,000.00	87.64%	
89	Building - Concrete	100,000.00		100,000.00	0.00	100.00%	
90	Building - Electrical Under Slab Rough In	30,000.00		30,000.00	0.00	100.00%	
91	Building - Electrical Rough In Walls	25,000.00		25,000.00	0.00	100.00%	
92	Building - Electrical Wire	5,000.00		0.00	2,500.00	50.00%	
93	Building - Electrical Fire Alarm	30,000.00		3,000.00	15,000.00	60.00%	

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94	Building - Electrical Finish	5,000.00	0.00	4,000.00	0.00	4,000.00	80.00%	1,000.00	0.00
95	Building - Generator & Fuel Tank	300,000.00	192,000.00	39,000.00	0.00	231,000.00	77.00%	69,000.00	0.00
96	Start Up & Testing	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
97	Instruction - Pumps	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
98	Instruction - Fish Screen	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
99	Instruction - Electrical	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
100	Instruction - Generator	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
101	Instruction - Mechanical	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
102	Instruction - Conveying	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
103	Instruction - Site Work	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
104	Instruction - Building	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	0.00	4,000.00	0.00	4,000.00	50.00%	4,000.00	0.00
106	O & M Manuals - Review & Revisions	2,000.00	0.00	1,000.00	0.00	1,000.00	50.00%	1,000.00	0.00
107	O & M Manuals - Final Copies	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
108	Contractor Record Drawings	10,000.00	5,000.00	0.00	0.00	5,000.00	50.00%	5,000.00	0.00
COR # 1	Biological Monitor and Aquatic Salvage (CCO#4)	-28,152.00	-28,152.00	0.00	0.00	-28,152.00	100.00%	0.00	0.00
COR # 2	VECP: Driven Steel Pile Wall Thickness (CCO#6)	-149,028.25	-149,028.25	0.00	0.00	-149,028.25	100.00%	0.00	0.00
COR # 4	Stop Logs (CCO#2)	-46,755.56	0.00	-46,755.56	0.00	-46,755.56	100.00%	0.00	0.00
COR # 5	Groundwater Testing (CCO#1)	11,744.30	11,744.30	0.00	0.00	11,744.30	100.00%	0.00	0.00
COR # 6	DC #1 Geo-Technical Instrumentation Changes (CCO#3)	70,001.24	70,001.24	0.00	0.00	70,001.24	100.00%	0.00	0.00
COR # 8	DC #1 - Cracks/stopper Sheet Additional Cost (CCO#5)	269,769.82	269,769.82	0.00	0.00	269,769.82	100.00%	0.00	0.00
COR # 10	DC #1 - CE #05D Sewer & Storm Drain Pipe Changes (CCO#9)	27,356.53	27,356.53	0.00	0.00	27,356.53	100.00%	0.00	0.00
COR #	CDM 54"RW Pipe Installation (CCO#10)	39,067.88	0.00	39,067.88	0.00	39,067.88	100.00%	0.00	0.00

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Conditional Waiver and Release Upon Progress Payment - Civil  
Code Section 3262(d)(1) CWR 28

Delta Water Supply Project Intake and Pump Station  
Facility  
Carollo Stockton



Printed 03/07/2012, Page 1 of 2

**Progress Payment #28 - January  
2012 CW & R**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 03/07/2012  
Submitted To: Chad Hutchinson, Tim  
Karlstrand  
Revision Date:  
Status: Pending  
Priority: Low  
Internal Priority: Low  
Pending On User: Tim Karlstrand  
Pending On Org: Carollo Engineers

Created By: Preston Pipelines, Inc., Chad Hutchinson  
Created: 02/23/2012

# Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) CWR 28

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 03/07/2012, Page 2 of 2

Upon receipt by the undersigned of a check from

(MAKER OF CHECK): City of Stockton

in the sum of

(AMOUNT OF CHECK): 410,089.22

payable to

(PAYEE OR PAYEES OF CHECK): Preston Pipelines, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

(OWNER): City of Stockton

located at

(JOB DESCRIPTION): DWSP Intake Facility and Pumping Station

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

(YOUR CUSTOMER): City of Stockton

through

(DATE): 01/31/2012

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Signed:

Signature

Print Name

Title

Date

*EVP.*

*03/09/12*

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 25

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 02/23/2012, Page 1 of 2



**Progress Payment #27 - December 2011 UW & R**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 02/23/2012  
Submitted To: Chad Hutchinson, Tim Karlstrand  
Status: Pending  
Priority: Low  
Internal Priority: Low  
Pending On User: Tim Karlstrand  
Pending On Org: Carollo Engineers

Created By: Preston Pipelines, Inc., Chad Hutchlnson  
Created: 02/23/2012

The undersigned has been paid and has received a progress payment in the sum of  
**(AMOUNT OF PAYMENT): 507,739.08**

for labor, services, equipment or material furnished to

**(YOUR CUSTOMER):** City of Stockton

on the job of

**(OWNER):** City of Stockton

located at

**(JOB DESCRIPTION):** DWSP Intake and Pump Station Facility

and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

**(YOUR CUSTOMER):** City of Stockton

through

**(DATE):** 12/31/2011

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

# Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 25

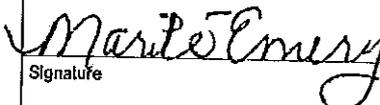
Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 02/23/2012, Page 2 of 2

## References

Pay Estimate # 27.1	27 - DWSP Intake Pump Station Facility	Closed Approved
Conditional Waiver and Release Upon Progress Payment # 25	By Order of the Board of Directors # 2012-001	Closed Approved
	CW & R	

Signed:

	Marite Emery	Controller	2/29/12
Signature	Print Name	Title	Date

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Francisco

On January 26, 2012 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Janet C. Rojo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Betty L. Tolentino*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4888960

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100 DOLLARS (\$ 400,000,000.00 ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of September, 2011.



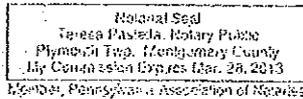
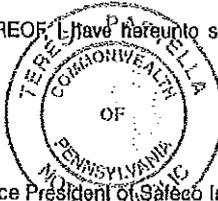
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

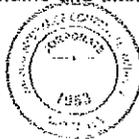
CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 26th day of January, 2012.



By Gregory W. Davenport  
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## ACKNOWLEDGMENT

State of California  
County of Santa Clara )

On January 30, 2012 before me, Irina Kurysh-Notary Public  
(insert name and title of the officer)

personally appeared Gary Menges  
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the pers on(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *I. Kurysh* (Seal)

*Irina Kurysh - Notary Public*



Carollo January 2012 Add'l Inspection  
50hrs \* \$145/hr = \$7,250.00

City of Stockton  
Municipal Utilities Dept-AP  
2500 Navy Drive  
Stockton, CA 95206

Delta Water Intake Facility Construction Management  
Agreement Dated 8/25/09  
PO No. 163154, Dated 9/14/09

February 03, 2012  
Project No: 08175A.31  
Invoice No: <Draft>  
Principal In Charge: Kenneth Wilkins  
Project Manager: Michael Warriner

**Professional Services from January 01, 2012 to January 31, 2012**





Carlton, Robert 1/7/2012 8:00



Carlton, Robert 1/14/2012 8:00



Carlton, Robert 1/21/2012 8:00

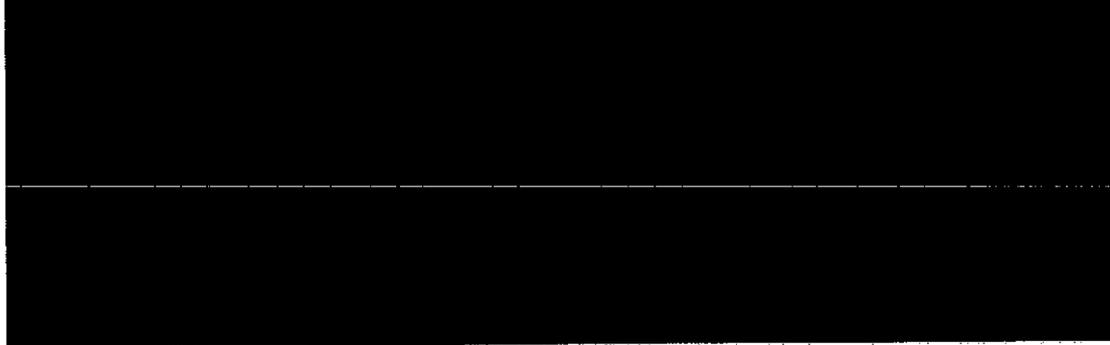


Carlton, Robert 1/28/2012 10:00

Carlton, Robert 1/29/2012 8:00



de Luna, Michael 1/16/2012 8:00



# Memo Response # 1

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Printed 02/23/2012, Page 1 of 1

**Subject:** Carollo Engineers Response to Memo # 239  
**Submitted :** 02/15/2012  
**Status:** Pending  
**Created By:** Carollo Engineers, Tim Karlstrand

## Comment:

See File link below for previously sent Notice, dated 01/15/2012.

The City of Stockton withheld \$27,144.90 in the December 2011 partial payment for unpaid wages and potential penalties in accordance with Section 00700, Part 8.4.2. Some, but not all wages have been paid at this point. The new withholding amount is \$18,721.00 per the attached.

The City of Stockton will continue to assess additional potential penalties on a daily basis until this matter is resolved.

## Files

Williams Masonry Audit Underpayment for Bricklayers.xls	40.00K
Williams Underpayment 2-15-12.pdf	42.25K

# KUREY & ASSOCIATES

Labor Compliance Management

10940 Trinity Parkway, Suite C #297  
Stockton, CA 95219

Date: February 15, 2012

Case or Contract No.: NA

## Underpayment of Wages

Awarding Body: City of Stockton	Work performed in County of: San Joaquin County
Project Name and Number (if any): City of Stockton Delta Water Supply Project- Intake and Pump Station Facility	
Prime Contractor: Preston Pipeline, Inc.	
Subcontractor: Williams Masonry, Inc.	

### Williams Masonry:

- The subcontractor has an apparent underpayment of wages for the following violations:

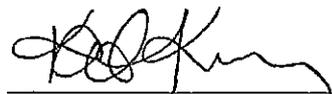
Employees were misclassified as apprentices and are owed journeyman wages. The employees were not paid for hours worked on week ending 12/10/2011. Underpayment amount is **\$28,066.89**.

Potential penalties for underpayment of wages pursuant to California Labor Code Section 1775 (a) (1) and penalties for underpayment of overtime violations pursuant to California Labor Code Section 1813 is in the amount of **\$7,750.00**.

We have received copies of supplemental payments made by Devcon, Inc. to employees in the amount of **\$17,095.61**. There is not any proof that the gross amount was paid to the employees. The amount still owed to employees is **\$10,971.28**.

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

**\$18,721.00**

  
\_\_\_\_\_  
Labor Compliance Officer

Delta Intake Project  
Williams Masonry Underpayment Audit

Delta Intake Project 2009-1							
Classification	Base	H&W	Pension	Vac/Hol	Training	Other	Total
Bricklayer	\$ 32.61	\$ 9.69	\$ 8.50	\$ 2.50	\$ 0.80	\$ 0.90	\$ 55.00
Bricklayer OT	\$ 48.915	\$ 9.69	\$ 8.50	\$ 2.50	\$ 0.80	\$ 0.90	\$ 71.305

Certi Week Ending	Subcontractors total amount paid to employee							Discrepancy Calculations						Amount due to the Employee	
	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total	Prevailing Wage Base Hry Rate	Difference	Hours	Difference x Hours	Training Due	Total Straight Time Days		Total Overtime Days
11/5/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	\$ 55,000	24,750	40	990,000	\$ 32.00	0	6	958,000
11/5/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31,395	18	565,110	\$ 14.40	1	5	550,710
11/12/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	38	940,500	\$ 30.40	1	5	910,100
11/12/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,925	16	414,800	\$ 12.80	0	6	402,000
11/19/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	40	990,000	\$ 32.00	0	6	958,000
11/19/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	17	440,895	\$ 13.60	0	3	427,295
11/26/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	24	594,000	\$ 19.20	0	3	574,800
11/26/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	6	155,810	\$ 4.80	4	1	150,810
12/3/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24,750	37	915,750	\$ 29.60	4	1	886,150
12/3/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	2	51,870	\$ 1.60	5	0	50,270
12/10/11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	55,000	55,000	34	1,870,000	\$ 27.20	10	21	1,842,800
											Total Due	\$ 217.60			7,710,935

Certi Week Ending	Subcontractors total amount paid to employee							Discrepancy Calculations						Amount due to the Employee	
	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total	Prevailing Wage Base Hry Rate	Difference	Hours	Difference x Hours	Training Due	Total Straight Time Days		Total Overtime Days
11/5/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38	\$ 55,000	20,620	40	824,800	\$ 32.00	0	6	792,800
11/5/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35	71,305	25,955	17	441,235	\$ 13.60	1	5	427,635
11/12/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38	55,000	20,620	38	783,560	\$ 30.40	1	5	753,160
11/12/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35	71,305	25,955	16	415,280	\$ 12.80	0	6	402,480
11/19/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38	55,000	20,620	36	742,320	\$ 28.80	0	6	713,520
11/19/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35	71,305	25,955	17	415,280	\$ 12.80	0	3	402,480
11/26/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38	55,000	20,620	24	494,880	\$ 19.20	0	3	475,680
11/26/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35	71,305	25,955	6	155,730	\$ 4.80	4	1	150,930
12/3/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.38	55,000	20,620	37	762,940	\$ 29.60	4	1	733,340
12/3/11 OT	\$ 45.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.35	71,305	25,955	2	51,910	\$ 1.60	5	0	50,310
											Total Due	\$ 185.60			4,902,335

Delta Intake Project  
Williams Masonry Underpayment Audit

Certified Payroll Week Ending	Subcontractors total amount paid to employee					Discrepancy Calculations					Amount due to the Employee				
	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total	Prevailing Wage	Difference	Hours		Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days
11/5/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	\$ 55,000	24.750	24	\$ 940,000	\$ 19.20	0	4	574,800
11/5/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31.395	5	156,975	\$ 4.00			152,975
11/12/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24.750	38	940,500	\$ 30.40	1	4	910,100
11/12/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31.395	8	251,160	\$ 6.40			244,760
11/19/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24.750	40	990,000	\$ 32.00	0	6	958,000
11/19/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31.395	17	533,715	\$ 13.60			520,115
11/26/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24.750	16	396,000	\$ 12.80	0	2	383,200
11/26/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31.395	4	125,580	\$ 3.20			122,380
12/3/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24.750	8	198,000	\$ 6.40	0	1	191,600
12/3/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31.395	2	62,790	\$ 1.60	1	17	4,119,120
											Total Due	\$ 129.60			

Certified Payroll Week Ending	Subcontractors total amount paid to employee					Discrepancy Calculations					Amount due to the Employee				
	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total	Prevailing Wage	Difference	Hours		Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days
11/5/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	\$ 55,000	24.750	40	990,000	\$ 32.00	0	6	958,000
11/5/11 OT	\$ 39.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.91	71,305	31.395	18	565,110	\$ 14.40			550,710
11/12/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24.750	38	940,500	\$ 30.40	1	5	910,100
11/12/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	16	414,960	\$ 12.80			402,160
11/19/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24.750	40	990,000	\$ 32.00	0	6	958,000
11/19/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	17	440,895	\$ 13.60			427,295
11/26/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24.750	24	594,000	\$ 19.20	0	3	574,800
11/26/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	6	155,610	\$ 4.80			150,810
12/3/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25	55,000	24.750	37	915,750	\$ 29.60	4	1	886,150
12/3/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37	71,305	25,935	2	51,870	\$ 1.60			50,270
12/10/11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	55,000	55,000	26	1,430,000	\$ 20.80	4	0	1,409,200
											Total Due	\$ 211.20			7,277,495

Delta Intake Project  
Williams Masonry Underpayment Audit

Subcontractors total amount paid to employee						Discrepancy Calculations							
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Prevaling Wage Base Hry Rate	Hours	Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days	Amount due to the Employee
12/10/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	55.000	35	1,925.000	\$ 28.00	5	0	1,897.000
									Total Due	\$ 28.00	5	0	1,897.000

Gabriel Valdivinos

Subcontractors total amount paid to employee						Discrepancy Calculations							
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Prevaling Wage Base Hry Rate	Hours	Difference x Hours	Training Due	Total Straight Time Days	Total Overtime Days	Amount due to the Employee
12/10/2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	55.000	40	2,200.000	\$ 32.00	5	0	2,168.000
									Total Due	\$ 32.00	5	0	2,168.000

Marcus Williams

GROSS WAGES OWED	\$28,066.885
NET WAGES PD BY DEVCON	\$17,095.61
<b>TOTAL OWED TO EMPLOYEES AS OF 2/14/12</b>	<b>\$10,971.28</b>

PENALTY TYPE	# of Days	Total Amount
Straight Time Wages (\$50/day)	35	\$1,750.00
Overtime Wages (\$75/day)	80	\$6,000.00
<b>Total</b>		<b>\$7,750.00</b>

**WITHHOLDING TOTAL \$18,721.28**

# Memo # 257

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Printed 03/07/2012, Page 1 of 2

## Local 3 Stop notice

Type: General Memo

Submitted : 02/23/2012  
Submitted To: Carollo Engineers, Chad  
Hutchinson, Dan Condon, Mike  
Warriner, Tim Karlstrand  
Status: Closed  
Priority: Low  
Pending On User: Mike Warriner, Tim Karlstrand  
Pending On Org: Carollo Engineers

Created By: Preston Pipelines, Inc., Matt Fuhrman  
Created: 02/23/2012

### Memo:

Preston Pipelines is requesting the release of the local 3 trust fund stop notice. Preston has already submitted the unconditional final.

# Memo # 257

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 03/07/2012, Page 2 of 2

## Carollo Engineers Response to Memo # 257

Number: 1  
Submitted : 02/27/2012  
Created By: Carollo Engineers, Tim Karlstrand

**Comment:**

Chad,

As discussed, the City has agreed to release the withholding. As requested, we will revise the January 2012 payment application since we have not received the conditional waiver yet.

Tim

## Memo Response # 2

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Printed 03/07/2012, Page 1 of 1

**Subject:** Carollo Engineers Response to Memo # 230  
**Submitted :** 01/06/2012  
**Created By:** Carollo Engineers, Tim Karlstrand

### Comment:

The City will release the remaining portion of the Amount Claimed, \$7,993.98, in the December 2011 Partial Payment.

The City will maintain the withheld 25% of the Amount Claimed, \$15,663.11.

```

=====
ESCROW NO      100210007                TOTAL ESCROW BALANCE      1,489,130.39
OPEN 02-05-10 CLOSE ----- STATUS  OPEN  OFFICER      TRUST      1,489,130.39
                                CONSIDERATION SOURCE      SAVINGS      .00
Owner  City of Stockton
Job#   M09110 (#09-099) (Delta                HELD FUNDS      .00
    
```

PROC DTE T/C	SERIAL NO	DESCRIPTION	DEBITS	CREDITS	BALANCE
01-26-10 R	1076904	Deposit		2,125.00	2,125.00
03-03-10 TI	1074423	TRANSFER IN		28,725.00	30,850.00
03-03-10 TI	1075286	TRANSFER FR BR# 1 ESCROW NO 100210007 TRANSFER IN		11,625.00	42,475.00
03-03-10 CM		Deposit		2,125.00	44,600.00
03-01-10 CM		Interest 2/28/10		.40	44,600.40
03-10-10 R/CM		Interest 2/28/10		-.40	44,600.00
04-08-10 CM		Deposit (ACH)		4,250.00	48,850.00
04-21-10 CM		Deposit (ACH)		19,650.00	68,500.00
05-19-10 CM		Deposit (ACH)		18,825.00	87,325.00
06-24-10 CM		Deposit (ACH)		53,050.00	140,375.00
08-12-10 CM		Deposit (ACH)		90,926.54	231,301.54
08-26-10 CM		Deposit (ACH)		73,650.00	304,951.54
10-07-10 CM		Deposit (ACH)		140,635.00	445,586.54
1-10-10 CM		Deposit (ACH)		167,440.00	613,026.54
2-09-10 CM		Deposit (ACH)		57,400.00	670,426.54
12-09-10 CM		Deposit		57,410.00	727,836.54
12-27-10 R/CM		Deposit (ACH)		-57,400.00	670,436.54
12-23-10 CM		ACH Dep City Stock		11,839.00	682,275.54
02-01-11 CM		Depoist (ACH)		36,720.00	718,995.54
03-04-11 CM		Deposit (ACH)		74,153.21	793,148.75
03-24-11 CM		Deposit (ACH)		76,787.62	869,936.37
05-13-11 CM		Deposit		60,319.70	930,256.07
06-10-11 CM		Deposit (ACH)		58,540.00	988,796.07
07-07-11 CM		Deposit (ACH)		86,041.00	1,074,837.07
08-16-11 CM		Deposit (ACH)		42,589.82	1,117,426.89
09-01-11 CM		Deposit (ACH)		38,665.00	1,156,091.89
10-13-11 CM		Deposit (ACH)		75,280.00	1,231,371.89
12-02-11 CM		Deposit (ACH)		92,395.00	1,323,766.89
12-12-11 CM		Deposit (ACH)		59,918.50	1,383,685.39
01-17-12 CM		Deposit (ACH)		46,515.00	1,430,200.39
02-24-12 CM		Deposit (ACH)		58,930.00	1,489,130.39

```

=====
SAVINGS INST  2 - INTEREST                ACCT#1      OPEN ----- CLOSE 03-25-10
PROC DTE T/C  SERIAL NO  DESCRIPTION      DEBITS      CREDITS      BALANCE
03-03-10 SC      Interest 2/28/10                .40          .40
03-10-10 R/SC    Interest 2/28/10                -.40         .00
03-03-10 SC      Interest 2/28/10 A              5.73        5.73
03-25-10 R/SC    Interest 2/28/10 A             -5.73        .00
    
```

TOTAL ESCROWS ON THIS REPORT: 1 SAVINGS: .00 TRUST: 1,489,130.39

PRESTON PIPELINES

Retention Escrows-North Co.13  
CO# 13 CN#21 BR# 7  
ESCROW STATUS

REPORT # 11  
DATE 02-24-12  
PAGE # 2

OPERATOR NLC866      DATE:02/24/2012      9:25:21 AM

Two Payments from  
PO 165446

ATTN: ALAN  
(Accounts Payable)  
PROCESS AS EFT

Preson's 509,730.68

\*Comercial S 58,930



**FILE COPY**

\*Vendor = 1108145  
Remittance advice must  
reference  
Escrow # 10021-0007REIT

**INTAKE AND PUMP STATION FACILITY  
CONSTRUCTION CONTRACT  
PRESTON PIPELINES**

**ROUTE SLIP**

Report Date: Pay App 27 to 12/31/11

Notes/Comments: Raid 1/3-1/12

Name Date Reviewed Date Forwarded

Melissa Price 2-8-12 2-8-12

Bond Req. No. 10 TBD

Comments: \_\_\_\_\_

Mike Callahan 2/14/12 2/14/12

Comments: Subcontract under Review by Carolle Eng.

Bob Granberg 2/14/12 2/15/12

Comments: \_\_\_\_\_

Support Staff Invoice to BD & 2/15/12 2/15/12  
Copy to Preston File

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	\$9,999,999	\$0	\$9,999,999	\$0
163446	\$6,414,807.39	\$566,669.08	\$4,252,465.27	\$1,595,673.04

*Betty  
Processed  
2-16-12*

# Summary

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Page 1 of 7

Pay Estimate: 27.1	For Payment: 01/20/2012
Contract: M09110	Pay Period From: 12/01/2011 To: 12/31/2011
Purchase Order: 163445 & 163446	Amount Recommended: 507,739.08
Contractor: Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330	

Description	Total	Thru Last Month		This Period		to Date	
		%	Amount	%	Amount	%	Amount
Contracted	16,156,000.00	86.73%	14,012,890.00	3.65%	589,300.00	90.38%	14,602,190.00
Changes	15,808.07	1,828.90%	289,113.86	0.00%	0.00	1,828.90%	289,113.86
<b>Total</b>	<b>16,171,808.07</b>	<b>88.44%</b>	<b>14,302,003.86</b>	<b>3.64%</b>	<b>589,300.00</b>	<b>92.08%</b>	<b>14,891,303.86</b>

Retention Held							
SoV Retention Held			1,401,289.00		58,930.00		1,460,219.00
CCR Retention Held			28,911.39		0.00		28,911.39
Total			1,430,200.39		58,930.00		1,489,130.39
Retainage Released			0.00		0.00		0.00
Deductions			49,539.59		22,630.92		72,170.51
<b>Pay Estimate Total</b>			<b>12,822,263.88</b>		<b>507,739.08</b>		<b>13,330,002.96</b>

Balance to Finish Plus Retention	2,841,805.11
----------------------------------	--------------

Contract Stop, 12/31/11 = 12,822,263.88 + 78,913.11  
 + 17,345 (12/11)  
 + 7,300 (12/11)  
 = 12,917,511.99  
 + 1,489,130.39  
 = 14,406,642.38  
 - 11,564,897.27  
 = 2,841,745.11  
 + 60.00  
 = 2,841,805.11  
 72,170.51 ✓

eaad:c

# Progress Payment

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



<b>Pay Estimate:</b> 27.1	<b>For Payment:</b> 01/20/2012
<b>Contract:</b> M09110	<b>Pay Period From :</b> 12/01/2011 <b>To:</b> 12/31/2011
<b>Purchase Order:</b> 163445 & 163446	<b>Amount Recommended:</b> 507,739.08
<b>Contractor:</b> Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330	

Original Contract Amount	\$ 16,156,000.00
Approved Change Orders	\$ 15,808.07
Current Contract Amount	\$ 16,171,808.07
Total Work Completed and Materials Stored	\$ 14,891,303.86
Retainage Held	\$ 1,489,130.39
Retainage Released	\$ 0.00
Deductions	\$ 72,170.51
Total Earned Less Retainage	\$ 13,330,002.96
Less Previous Payment Certificates	\$ 12,822,263.88
Tax	\$ 0.00
Current Payment Due	\$ 507,739.08
Balance Remaining, Including Retainage	\$ 2,841,805.11

# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** City of Stockton  
2500 Navy Drive  
Stockton, CA US

**PROJECT:** Delta Water Supply  
Project Intake and Pump  
Station Facility

**APPLICATION NO:** 27  
**PERIOD TO:** 12/31/2011  
**CONTRACT FOR:**

**FROM CONTRACTOR:** Preston Pipelines, Inc.  
12687 S. Manthey Road  
Lathrop, CA 95330 US

**VIA ARCHITECT:** CAROLING ENGINEERS

**CONTRACT DATE:** 09/22/2009  
**PROJECT NOS:** 1 1

**Distributed To:**  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 16,156,000.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 15,808.07
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 16,171,808.07
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 14,891,303.86

5. RETAINAGE:
- |          |                         |                 |
|----------|-------------------------|-----------------|
| a. 10.00 | % of Completed Work     |                 |
|          | (Column D + E, on G703) | \$ 1,489,130.39 |
| b. 0.00  | % of Stored Material    |                 |
|          | (Column F on G703)      | \$ 0.00         |

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 1,489,130.39
6. TOTAL EARNED LESS RETAINAGE ..... \$ 13,402,173.47  
(Lines 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 12,822,263.88  
(Line 6 from Prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 579,909.59
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 2,769,634.60  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 15,808.07	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 15,808.07</b>	<b>\$ 0.00</b>
NET CHANGE by Change Order	\$	15,808.07

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** *[Signature]*  
By: \_\_\_\_\_ Date: 1/27/12  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

U.S.S. PTD # 114301200.59 = 49 58,436 to 60,000.00

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 507,739.88  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** *[Signature]*  
By: \_\_\_\_\_ Date: 1/26/2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

*[Signature]* O.K. to Pay 2/15/12

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# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

APPLICATION NO: 27  
 APPLICATION DATE: 01/20/2012  
 PERIOD TO: 12/31/2011  
 ARCHITECT'S PROJECT NO:

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,  
 containing Contractor's signed certification is attached  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1	Bonds	121,000.00	121,000.00	0.00	0.00	0.00	121,000.00	0.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
100	Instruction - Generator	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
101	Instruction - Mechanical	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
102	Instruction - Conveying	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
103	Instruction - Site Work	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
104	Instruction - Building	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	0.00	0.00	0.00	0.00	0.00	8,000.00	0.00
106	O & M Manuals - Review & Revisions	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0.00
107	O & M Manuals - Final Copies	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
108	Contractor Record Drawings	10,000.00	5,000.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
13	Mobilization Cofferdam	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
14	Install Cofferdam - Front	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.00	0.00

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15	Cut/Remove Cofferdam Front	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	Submittals/Engineering Sheet Piling	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
17	Mobilization Sheet Piling	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
2	Builders Risk Insurance	33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
20	Install Interior Sheets	950,000.00	950,000.00	0.00	0.00	0.00	950,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
22	Mobilization Steel Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
23	Steel Test Pile Program	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	1,425,000.00	0.00	0.00	0.00	1,425,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
27	Place Rebar in Piles	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
28	Place Structure in Piles	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	0.00	81,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
30	Mobilization Grading	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
31	Clean Up Misc Debris	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
32	Strip & Prep Site for Grading	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
33	Survey	40,000.00	39,200.00	0.00	0.00	0.00	39,200.00	98.00%	0.00	0.00	800.00	0.00	0.00
34	Grading Phase 1	950,000.00	950,000.00	0.00	0.00	0.00	950,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
35	Grading Phase 2	800,000.00	800,000.00	0.00	0.00	0.00	800,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
36	Grading Phase 3	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
37	Geotechnical Instrumentation	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%	0.00	0.00	0.00	0.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	10,000.00	5,000.00	0.00	0.00	15,000.00	30.00%	0.00	0.00	35,000.00	0.00	0.00

39	A	ate Base	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00
4		Permits	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00	100.00 %	100.00 %	0.00
40		Asphalt Paving	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	70,000.00
41		Submittals Intake Facility	50,000.00	48,750.00	0.00	0.00	0.00	0.00	48,750.00	97.50 %	97.50 %	1,250.00
42		Project Management	425,000.00	425,000.00	0.00	0.00	0.00	0.00	425,000.00	100.00 %	100.00 %	0.00
43		Office Trailer & Yard Set Up	75,000.00	75,000.00	0.00	0.00	0.00	0.00	75,000.00	100.00 %	100.00 %	0.00
44		Office Trailer & Yard Services	50,000.00	40,000.00	0.00	2,500.00	0.00	0.00	42,500.00	85.00 %	85.00 %	7,500.00
45		Office Trailer & Yard Removal	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	25,000.00
46		Intake - Mobilization	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	100.00 %	100.00 %	0.00
47		Intake - Structure Excavation	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	100.00 %	100.00 %	0.00
48		Intake - Sacrafacial Concrete	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	100.00 %	100.00 %	0.00
49		Intake - Structural Concrete	900,000.00	819,252.00	0.00	36,000.00	0.00	0.00	855,252.00	95.03 %	95.03 %	44,748.00
5		Prepare SWPPP Plan	11,000.00	11,000.00	0.00	0.00	0.00	0.00	11,000.00	100.00 %	100.00 %	0.00
50		Intake - Sloped Concrete	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	100.00 %	100.00 %	0.00
51		Intake - Rebar & Misc Metals	400,000.00	375,950.00	0.00	4,000.00	0.00	0.00	379,950.00	94.99 %	94.99 %	20,050.00
52		Intake - Structural Steel	250,000.00	82,500.00	0.00	87,500.00	0.00	0.00	170,000.00	68.00 %	68.00 %	80,000.00
53		Intake - Dewatering	150,000.00	150,000.00	0.00	0.00	0.00	0.00	150,000.00	100.00 %	100.00 %	0.00
54		Intake - Vertical Turbine Pump	280,000.00	252,000.00	0.00	28,000.00	0.00	0.00	280,000.00	100.00 %	100.00 %	0.00
55		Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	25,000.00
56		Intake - Chemical Metering Pump	10,000.00	0.00	0.00	5,000.00	0.00	0.00	5,000.00	50.00 %	50.00 %	5,000.00
57		Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	10,000.00
58		Intake - Log Booms	40,000.00	0.00	0.00	4,000.00	0.00	0.00	4,000.00	10.00 %	10.00 %	36,000.00
59		Intake - Fish Screen	100,000.00	99,000.00	0.00	0.00	0.00	0.00	99,000.00	99.00 %	99.00 %	1,000.00
6		SWPPP Mobilization	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	100.00 %	100.00 %	0.00
60		Intake - Fish Screen Cleaner	235,000.00	230,300.00	0.00	0.00	0.00	0.00	230,300.00	98.00 %	98.00 %	4,700.00
61		Intake - Sodium Hypochlorite System	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	25,000.00
62		Intake - Monorail, Trolley's &	60,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	60,000.00



85	BL	- Roofing & Gutters	30,000.00	0.00	24,000.00	0.00	24,000.00	80.00 %	6,000.00
86	Building - Doors, Painting & Gates	185,000.00	18,500.00	46,250.00	0.00	64,750.00	35.00 %	120,250.00	0.00
87	Building - Plumbing	50,000.00	25,000.00	2,500.00	0.00	27,500.00	55.00 %	22,500.00	0.00
88	Building - HVAC & Mechanical	200,000.00	55,288.00	20,000.00	0.00	75,288.00	37.64 %	124,712.00	0.00
89	Building - Concrete	100,000.00	95,000.00	5,000.00	0.00	100,000.00	100.00 %	0.00	0.00
9	Remove SWPPP Materials	3,000.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
90	Building - Electrical Under Slab Rough In	30,000.00	28,500.00	1,500.00	0.00	30,000.00	100.00 %	0.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	23,750.00	1,250.00	0.00	25,000.00	100.00 %	0.00	0.00
92	Building - Electrical Wire	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
93	Building - Electrical Fire Alarm	30,000.00	3,000.00	0.00	0.00	3,000.00	10.00 %	27,000.00	0.00
94	Building - Electrical Finish	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
95	Building - Generator & Fuel Tank	300,000.00	192,000.00	0.00	0.00	192,000.00	64.00 %	108,000.00	0.00
96	Start Up & Testing	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
97	Instruction - Pumps	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
98	Instruction - Fish Screen	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
99	Instruction - Electrical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
COR # 1	Biological Monitor and Aquatic Salvage (CCO#4)	-28,152.00	-28,152.00	0.00	0.00	-28,152.00	100.00 %	0.00	0.00
COR # 2	VECP: Driven Steel Pile Wall Thickness (CCO#6)	-149,028.25	-149,028.25	0.00	0.00	-149,028.25	100.00 %	0.00	0.00
COR # 4	Stop Logs (CCO#2)	-46,755.56	0.00	0.00	0.00	0.00	0.00 %	-46,755.56	0.00
COR # 5	Groundwater Testing (CCO#1)	11,744.30	11,744.30	0.00	0.00	11,744.30	100.00 %	0.00	0.00
COR # 6	DC #1 Geo-Technical Instrumentation Changes (CCO#3)	70,001.24	70,001.24	0.00	0.00	70,001.24	100.00 %	0.00	0.00
COR # 8	DC #1 - Crackstopper Sheet Additional Cost (CCO#5)	269,769.82	269,769.82	0.00	0.00	269,769.82	100.00 %	0.00	0.00
COR # 10	DC #1 - CE #05D Sewer & Storm Drain Pipe Changes (CCO#9)	27,356.53	27,356.53	0.00	0.00	27,356.53	100.00 %	0.00	0.00

COR # 13	DC #1 - Earthwork(CCO#9)	150,645.31	150,645.31	0.00	0.00	100.00 %	150,645.31	0.00	0.00	0.00
COR # 19	DC #3 Electrical Conduit Costs (CCO#8)	4,784.99	4,784.99	0.00	0.00	100.00 %	4,784.99	0.00	0.00	0.00
COR # 22	VECP: Driven Steel Pile Top (CCO#7)	-71,339.55	-71,339.55	0.00	0.00	100.00 %	-71,339.55	0.00	0.00	0.00
COR # 23	VECP: Concrete Roadway (CCO#7)	-226,550.23	0.00	0.00	0.00	0.00 %	0.00	-226,550.23	0.00	0.00
COR # 24	Replacement Inclimometers (CCO#8)	25,733.98	25,733.98	0.00	0.00	100.00 %	25,733.98	0.00	0.00	0.00
COR # 25	RD2029 Keyway Backfill (CCO#8)	15,208.06	15,208.06	0.00	0.00	100.00 %	15,208.06	0.00	0.00	0.00
COR # 35	Toe Berm Crack Repair (CCO#9)	5,581.64	5,581.64	0.00	0.00	100.00 %	5,581.64	0.00	0.00	0.00
COR # 36	VECP: Delete CDF Fill from LP and UP Piles(CCO#9)	-43,192.21	-43,192.21	0.00	0.00	100.00 %	-43,192.21	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$ 16,171,808.07</b>	<b>\$ 14,302,003.86</b>	<b>\$ 0.00</b>	<b>\$ 589,300.00</b>	<b>92.08 %</b>	<b>\$ 14,891,303.86</b>	<b>\$ 0.00</b>	<b>\$ 1,280,504.21</b>	<b>\$ 0.00</b>

Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) December 2011

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Printed 01/26/2012, Page 1 of 2

**Progress Payment #27 - December 2011 CW & R**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 01/26/2012  
Submitted To: Chad Hutchinson, Tim Karlstrand  
Status: Pending  
Priority: Low  
Internal Priority: Low  
Pending On User: Tim Karlstrand  
Pending On Org: Carollo Engineers

Created By: Preston Pipelines, Inc., Chad Hutchinson  
Created: 01/26/2012

Upon receipt by the undersigned of a check from  
(MAKER OF CHECK): City of Stockton

in the sum of  
(AMOUNT OF CHECK): 507,739.08

payable to  
(PAYEE OR PAYEES OF CHECK): Preston Pipelines, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

(OWNER): City of Stockton

located at

(JOB DESCRIPTION): Delta Water Supply Project - Intake Pump Station Facility

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

(YOUR CUSTOMER): City of Stockton

through

(DATE): 12/31/2011

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) December 2011

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 01/26/2012, Page 2 of 2

Signed:

*Marilyn Emery Marilyn Emery Controller*

Signature

Print Name

Title

Date

*1/30/12*

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

earl:cc

Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 24

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 01/26/2012, Page 1 of 2



**Progress Payment #26 - November 2011 UW & R**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 01/26/2012  
Submitted To: Chad Hutchinson, Tim Karlstrand  
Status: Pending  
Priority: Low  
Internal Priority: Low  
Pending On User: Tim Karlstrand  
Pending On Org: Carollo Engineers

Created By: Preston Pipelines, Inc., Chad Hutchinson  
Created: 01/26/2012

The undersigned has been paid and has received a progress payment in the sum of  
**(AMOUNT OF PAYMENT): 414,937.50**

for labor, services, equipment or material furnished to

**(YOUR CUSTOMER):** City of Stockton

on the job of

**(OWNER):** City of Stockton

located at

**(JOB DESCRIPTION):** Delta Water Supply Project Intake and Pumping Facility

and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

**(YOUR CUSTOMER):** City of Stockton

through

**(DATE):** 11/30/2011

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

# Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 24

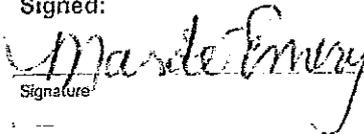
Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 01/26/2012, Page 2 of 2

## References

Pay Estimate # 26	DWSP Intake & Pump Station Facility	Closed Approved
Conditional Waiver and Release Upon Progress Payment #26 of November 2011		
CW & R		

Signed:

	Marite Emery	Controller	1/30/12
Signature	Print Name	Title	Date

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.

earl:

RIDER

To be attached to and a part of:

Bond Number 0635018  
date

issued by the SAFECO INSURANCE COMPANY OF AMERICA  
in the amount of

on behalf of PRESTON PIPELINES, INC.  
(Principal)

and in favor of CITY OF STOCKTON  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

Increased from Sixteen Million One Hundred Fifty Six Thousand and 00/100 Dollars (\$16,156,000)  
to Sixteen Million Two Hundred Eighty Three Thousand Five Hundred Seventy Nine and 55/100 Dollars (\$16,283,579.55)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 23rd day of June, 2010

Signed, Sealed & Dated this 23rd day of June, 2010

Preston Pipelines, Inc.

By: [Signature]  
(Principal)

[Signature]  
City President

SAFECO INSURANCE COMPANY OF AMERICA  
(Surety)

By: [Signature]  
Janette [Signature], Attorney-in-Fact

POWER OF ATTORNEY

No. 10947

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*GEOFFREY R. GREEN; JULIA GRIMES; MATTHEW KELLY; JEANETTE CONLEY; MICHAEL E. SHEAHAN; JAMES W. UNTIEDT; Fremont, CA\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of January, 2010

Dexter R. Legg

T. A. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

\*Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.\*

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

\*On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.\*

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23rd day of June, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

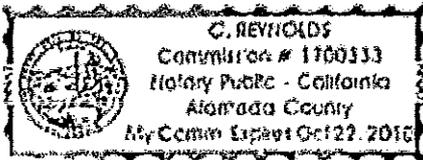
STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

§§

On June 23, 2010, before me, C. Reynolds, Notary Public, personally appeared Jeanette Conley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

  
C. Reynolds, Notary Public - California

Description of Attached Document:

Preston Pipelines, Inc.  
CITY OF STOCKTON  
Delta Water Supply Project  
Increase Rider

Carollo December 2011 Add'l Inspection  
24hrs \* \$145/hr = \$3,480

City of Stockton  
Municipal Utilities Dept-AP  
2500 Navy Drive  
Stockton, CA 95206

Delta Water Intake Facility Construction Management  
Agreement Dated 8/25/09  
PO No. 163154, Dated 9/14/09

January 09, 2012

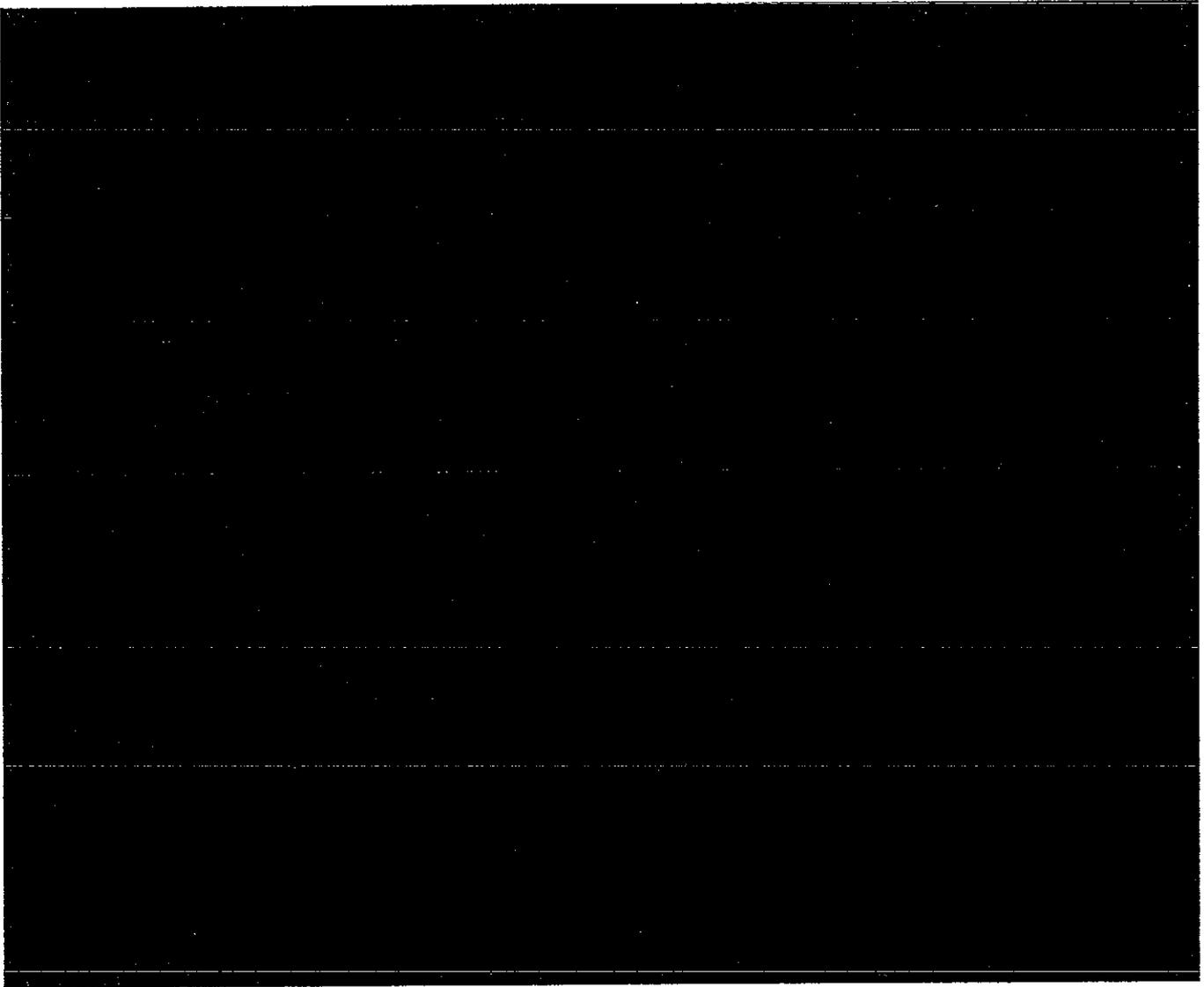
Project No: 08175A.31

Invoice No: <Draft>

Principal In Charge Kenneth Wilkins

Project Manager Michael Warriner

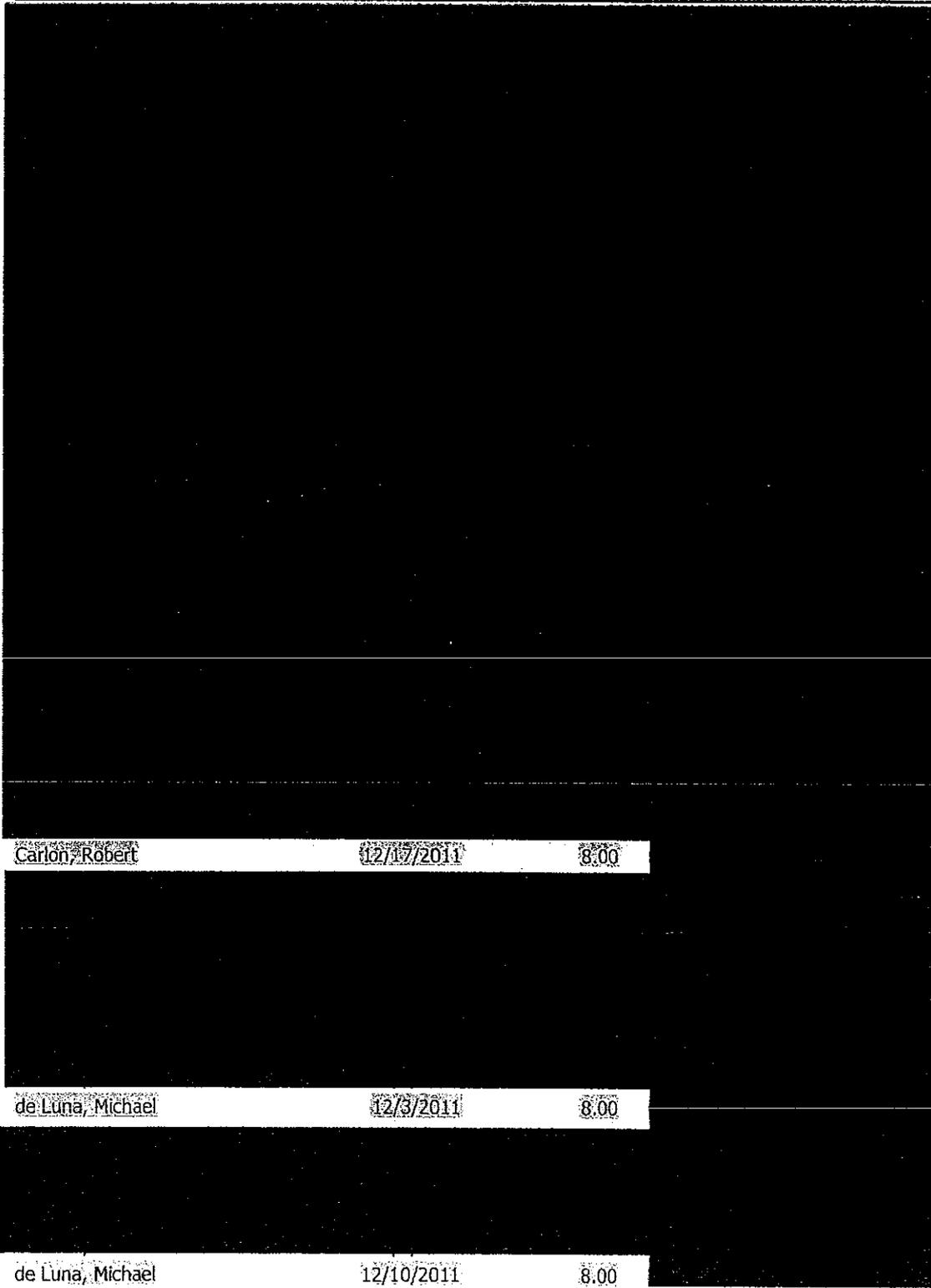
**Professional Services from December 01, 2011 to December 31, 2011**



Project 08175A.31

Invoice

<Draft>



Carlton, Robert	12/17/2011	8.00
de Luna, Michael	12/3/2011	8.00
de Luna, Michael	12/10/2011	8.00

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

## **7.0 SPECIAL CONTROLS**

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

### **7.1 Dust Control**

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the Construction Manager, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

### **7.2 Noise Abatement**

Operations at the Worksite shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

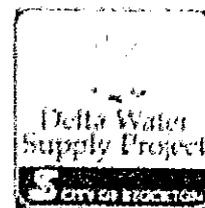
### **7.3 Working Hours**

Construction shall be allowed only between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays and nine (9:00) a.m. to six (6:00) p.m. on weekends and holidays, unless otherwise approved by the City.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City or its agents and representatives, for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work in

## Memo Response # 2

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



Printed 01/20/2012, Page 1 of 1

**Subject:** Carollo Engineers Response to Memo # 230  
**Submitted :** 01/06/2012  
**Created By:** Carollo Engineers, Tim Karlstrand

**Comment:**

The City will release the remaining portion of the Amount Claimed, \$7,993.98, in the December 2011 Partial Payment.

The City will maintain the withheld 25% of the Amount Claimed, \$15,663.11.

## UNCONDITIONAL WAIVER AND RELEASE

Payment in the sum of \$7,993.98 having been received from GHILOTTI BROS., made payable jointly to COOPER CRANE & RIGGING, INC. *dba* ASSOCIATED DOCK ENTERPRISES, INC., and *dba* WESTERN DOCK ENTERPRISES and OPERATING ENGINEERS LOCAL 3 TRUST FUNDS, and duly endorsed, for hours worked by COOPER CRANE & RIGGING, INC. *dba* ASSOCIATED DOCK ENTERPRISES, INC., and *dba* WESTERN DOCK ENTERPRISES' employees on the DELTA WATER, SAN JOAQUIN COUNTY project, located in San Joaquin County, California, through September 30, 2011, this document hereby releases any mechanic's lien, stop notice, levy, or bond right, the undersigned may have for hours worked by COOPER CRANE & RIGGING, INC. *dba* ASSOCIATED DOCK ENTERPRISES, INC., and *dba* WESTERN DOCK ENTERPRISES' employees on said project for the above-stated period only.

DATED: November 29, 2011

SALTZMAN & JOHNSON  
LAW CORPORATION

44 Montgomery Street, Suite 2110  
San Francisco, California 94104  
Tel: (415) 882-7900

By:



Blake E. Williams  
Attorneys for OPERATING ENGINEERS  
LOCAL 3 TRUST FUNDS

# KUREY & ASSOCIATES

Labor Compliance Management

10940 Trinity Parkway, Suite C #297  
Stockton, CA 95219

Date: January 13, 2012

Case or Contract No.: NA

## NOTICE OF TEMPORARY WITHHOLDING OF CONTRACT PAYMENTS DUE TO DELINQUENT OR INADEQUATE PAYROLL RECORDS (8 CCR §16435)

Awarding Body: City of Stockton	Work performed in County of: San Joaquin County
Project Name and Number (if any): City of Stockton Delta Water Supply Project- Intake and Pump Station Facility	
Prime Contractor: Preston Pipeline, Inc.	
Subcontractor: Bogetti Water Truck, Cal Water, Cal West Concrete, Denton, Gamma Rebar, Kleinfelder, T&S Plumbing	

Pursuant to Labor Code §1771.5(b)(5) and 8 CCR §16435, contract payments are being withheld due to delinquent or inadequate payroll records.

### Subcontractors and documents needed:

**Bogetti Water Truck:** Initial request made on 12/9/2011 & 1/3/2012

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

All certified payroll reports, fringe benefit statement and all apprenticeship information if applicable.

**Cal Water:** Initial request made on 12/9/2011, 12/21/2011 & 1/3/2012

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Last payroll reports received was for week ending 12/1/2011. Please provide updated certified payroll reports.

**Cal West Concrete:** Initial made on 12/9/2011 & 1/3/2012

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Missing DAS-140 Form

Certified payroll reports are incomplete and missing social security numbers.

Last certified payroll report received week ending 11/4/2011. Please provide updated certified payroll reports.

**Conco Companies:** Initial made on 12/8/2011

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Missing DAS-140 Form

Missing certified payroll reports and proof of fringe benefits and training funds

Last certified payroll report received week ending 12/4/2011. Please provide updated certified payroll reports.

**Denton:** Initial made on 12/21/2011 & 1/3/2012

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Missing proof of "Other" deductions for employees with coinciding employee authorization letters.

Missing proof of fringe benefits and training fund contributions

**Gamma Rebar:** Initial made on 12/9/2011, 12/21/2011 & 1/3/2012

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Missing supplemental payroll reports for overtime hours and training fund underpayments.

Missing proof of training fund contributions and fringe benefit payments.

Missing apprentice agreements and certificates for all apprentices working on the project (need specification of ratio apprentice/ journeyman).

Last certified payroll received was for week ending 12/11/2011. Please provide updated certified payroll reports.

**Kleinfelder:** Initial made on 11/28/2011 & 1/3/2012

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Missing updated certified payroll reports.

Missing proof of fringe benefits and training fund contributions.

**T&S Plumbing:** Initial made on 12/8/2011 & 1/3/2012

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Missing apprenticeship agreements for all apprentices working on the project.

Missing proof of fringe benefits and training fund contributions.

**Williams Masonry:**

- The subcontractor has an apparent underpayment of wages for the following violations:

Employees were misclassified as apprentices and are owed journeyman wages. Underpayment amount is **\$22,194.90**.

Potential penalties for underpayment of wages pursuant to California Labor Code Section 1775 (a) (1) and penalties for underpayment of overtime violations pursuant to California Labor Code Section 1813 is in the amount of **\$4,950.00**.

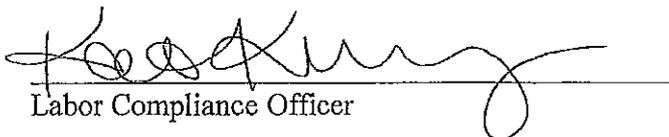
\$27,144.90

We have requested the subcontractor provide revised certified payroll reports along with proof of supplemental payments for all employees with an underpayment.

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

~~\$587,820.00 (Estimated December 2011 Progress Payment)~~

See page 4 for additional information, including appeal rights.

  
Labor Compliance Officer

**Prime Contractor Obligations:** If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

### Notice of Right to Obtain Review – Expedited Hearing

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435.* To obtain an expedited hearing, a written request must be transmitted to the **both** the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:

[Name of Labor Compliance Officer,  
address, and fax number]

Office of the Director – Legal Unit  
Attention: Lead Hearing Officer  
***Expedited Hearing Request***  
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

**Important Additional Information:** This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

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**§16435. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate.**

(a) "Withhold" means to cease payments by the Awarding Body, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

(b) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project, may be the subject of withholding.

(c) "Delinquent payroll records" means those not submitted on the date set in the contract.

(d) "Inadequate payroll records" are any one of the following:

(1) A record lacking any of the information required by Labor Code Section 1776;

(2) A record which contains all of the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;

(3) A record remaining uncorrected for one payroll period after the Labor Compliance Program has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However, prompt correction will stop any duty to withhold if such inaccuracies do not amount to one (1) percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and section 16401 of Title 8 of the California Code of Regulations.

(e) The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The Awarding Body shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; *provided that* a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

(f) When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.

(g) No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

(h) In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

# KUREY & ASSOCIATES

Labor Compliance Management

## Notice of Incomplete, Inadequate or Untimely Certified Payroll

Date: 1/3/12  
Fax #: 209-983-6508  
Company: Preston Pipelines  
Subcontractor: Williams Masonry

### Attention: Certified Payroll Department

RE: Certified Payroll On: Stockton Intake Project

After the review of the above contractors certified payroll reports, we have found the following errors and/ or omissions:

- For weeks ending 11/5/11-12/10/11, employees Cesar Murillo, Fermin Galvin, Martin Gonzalez, and Sergio Murillo are listed with the classification of Bricklayer Apprentice with a total hourly rate of pay between \$30.25-34.38. According to the Department of Industrial Relations Prevailing Wage Determination SJO-2009-1, the total hourly rate for a Journeyman Bricklayer should equal to the amount of \$55.00. (Includes Predetermined Increases effective 5/1/09, 5/1/10, and 5/1/11). **Please provide revised certified payroll, along with proof (cancelled check) of supplemental payment to the employee(s) for all hours not paid the prevailing wage.**
- For weeks ending 11/5/11-12/10/11, employees Cesar Murillo, Fermin Galvin, Martin Gonzalez, and Sergio Murillo are listed with the classification of Bricklayer Apprentice with a total overtime hourly rate of pay between \$39.91-45.35. According to the Department of Industrial Relations Prevailing Wage Determination SJO-2009-1, the total overtime hourly rate for a Journeyman Bricklayer should equal to the amount of \$71.305. (Includes Predetermined Increases effective 5/1/09, 5/1/10, and 5/1/11). **Please provide revised certified payroll, along with proof (cancelled check) of supplemental payment to the employee(s) for all hours not paid the prevailing wage.**
- According to the Department of Industrial Relations Wage Determination SJO-2009-1 the correct training amount for the classification of Bricklayer should equal \$0.80 (Includes Predetermined Increases effective 5/1/09, 5/1/10, and 5/1/11). **Please provide proof supplemental payment to the California Apprenticeship Council.**

This new request is made pursuant to, and authorized by, California State Labor Code Sections 1774, 1775, 1776, 1777.5, 1777.7, 1810, 1813 and 1815.

Labor Code §1776 (g) states: "The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portions thereof, for each worker, until strict compliance is effectuated."

If you have any questions, please contact the Certified Payroll Department at 209-946-9601. Your attention to this matter is appreciated.

Thank you,

**Ginny Farrens**  
**Kurey & Associates**  
Labor Compliance Department

**Delta Intake Project  
Williams Masonry Underpayment Audit**

Delta Intake Project 2009-1									
Classification	Base	H&W	Pension	Vac/Hol	Training	Other	Total		
Bricklayer	\$ 32.61	\$ 9.69	\$ 8.50	\$ 2.50	\$ 0.80	\$ 0.90	\$ 55.00		
Bricklayer-OT	\$ 48.915	\$ 9.69	\$ 8.50	\$ 2.50	\$ 0.80	\$ 0.90	\$ 71.305		

Increase Effective: 5/1/09 - \$.51 BHR, \$.34 HW, \$.145 Pension, \$.10 Training, Effective 5/1/10 - \$.37 BHR, \$.38 HW, \$.125 Pension, \$.15 Training, Effective 5/1/11 - \$.125 BHR, \$.25, \$.50 Pension, \$.25 Other

Subcontractors total amount paid to employee									
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total Benefits	Total		
<b>Cesar Murillo</b>									
11/5/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25		
11/5/11 OT	\$39.910	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$39.910		
11/12/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25		
11/12/11 OT	\$ 45.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.38		
11/19/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25		
11/19/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37		
11/26/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25		
11/26/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37		
12/3/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25		
12/3/11 OT	\$ 45.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.37		
12/10/2011	\$ 30.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.25		

Discrepancy Calculations						
Prevailing Wage	Difference	Hours	Difference x Hours	Training Due	Amount due to the Employee	
\$ 55.00	\$ 24.75	40	\$ 990.00	\$ 32.00	\$ 958.00	
\$71.305	\$31.395	18	565.110	\$14.400	\$550.710	
\$ 55.00	\$ 24.75	38	\$ 940.50	\$ 30.40	\$ 910.10	
\$71.305	\$25.925	16	414.800	\$12.800	\$402.000	
\$ 55.00	\$ 24.75	40	\$ 990.00	\$ 32.00	\$ 958.00	
\$71.305	\$25.935	17	440.895	\$13.600	\$427.295	
\$ 55.00	\$ 24.75	24	\$ 594.00	\$ 19.20	\$ 574.80	
\$71.305	\$25.935	6	155.610	\$4.800	\$150.810	
\$ 55.00	\$ 24.75	37	\$ 915.75	\$ 29.60	\$ 886.15	
\$71.305	\$25.935	2	51.870	\$1.600	\$50.270	
\$ 55.00	\$ 24.75	34	\$ 841.50	\$ 27.20	\$ 814.30	
Total Due				\$ 217.60	\$ 6,682.44	

Subcontractors total amount paid to employee						
Certified Payroll Week Ending	Base	H&W	Pension	Vac/Hol	Training	Total
<b>Fermín Galván</b>						
11/5/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ 34.38
11/5/11 OT	\$45.350	\$0.000	\$0.000	\$0.000	\$0.000	\$45.350
11/12/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ 34.38
11/12/11 OT	\$45.350	\$0.000	\$0.000	\$0.000	\$0.000	\$45.350
11/19/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ 34.38
11/19/11 OT	\$45.350	\$0.000	\$0.000	\$0.000	\$0.000	\$45.350
11/26/2011	\$ 34.38	\$ -	\$ -	\$ -	\$ -	\$ 34.38
11/26/11 OT	\$45.350	\$0.000	\$0.000	\$0.000	\$0.000	\$45.350

Discrepancy Calculations						
Prevailing Wage	Difference	Hours	Difference x Hours	Training Due	Amount due to the Employee	
\$ 55.00	\$ 20.62	40	\$ 824.80	\$ 32.00	\$ 792.80	
\$71.305	\$25.955	17	441.235	\$13.600	\$427.635	
\$ 55.00	\$ 20.62	38	\$ 783.56	\$ 30.40	\$ 753.16	
\$71.305	\$25.955	16	415.280	\$12.800	\$402.480	
\$ 55.00	\$ 20.62	36	\$ 742.32	\$ 28.80	\$ 713.52	
\$71.305	\$25.955	16	415.280	\$12.800	\$402.480	
\$ 55.00	\$ 20.62	24	\$ 494.88	\$ 19.20	\$ 475.68	
\$71.305	\$25.955	6	155.730	\$4.800	\$150.930	



8.4.2 Other Withholds - In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
- b. Defective work not remedied.
- c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor or third party, or to property.
- f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current "As-Built" record drawings.
- g. The City's costs for the Contractor's failure to complete within the allowed time.
- h. Cost of insurance arranged by the City due to cancellation or reduction of the Contractor's insurance.
- i. Failure of the Contractor to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.
- k. Payments due the City from the Contractor.
- l. Reduction of Contract Amount because of modifications.
- m. The Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up.
- n. Provisions of law that enable or require the City to withhold such payments in whole or in part.

When the above reasons for withhold amounts are removed, payment may be made to the Contractor for amounts withheld.

The City in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

PRESTON PIPELINES

Retention Escrows-North Co.13  
CO# 13 CN#21 BR# 7  
ESCROW STATUS

REPORT # 11  
DATE 01-17-12  
PAGE # 2

Vendor Number:  
1108145

Name / Address:  
COMERICA BANK  
SPECIAL CORPORATE FINANCIAL SERVICE  
TWO EMBARCADERO CENTER # 300  
ATTN: NIKKI CHARLES BRANCH 80947  
SAN FRANCISCO CA 94111

Email Address to send remittance notice to:  
NLCHARLES@COMERICA.COM

Payment Date:  
Jan 11, 2012

Payment Number:  
0000111

Payment Amount:  
46,515.00

Bank Code (for City's purposes)  
00

Please apply the payment of the items noted below to our account.  
The total amount noted above will be processed by the bank electronically.  
Bank processing time varies please allow 2 – 3 business days for the following  
amount(s) to be posted to your account.

Invoice Information	Invoice Amount	Retainage Amount	Discount Amount	PO Number	Project
7RET	46,515.00	0.00	0.00	163446	M02008

```

=====
ESCROW NO      100210007                TOTAL ESCROW BALANCE      1,430,200.39
OPEN 02-05-10 CLOSE ----- STATUS  OPEN  OFFICER      TRUST      1,430,200.39
                CONSIDERATION                SOURCE      SAVINGS      .00
Owner  City of Stockton
Job#   M09110 (#09-099) (Delta          HELD FUNDS      .00
  
```

PROC DTE T/C	SERIAL NO	DESCRIPTION	DEBITS	CREDITS	BALANCE
01-26-10 R	1076904	Deposit		2,125.00	2,125.00
03-03-10 TI	1074423	TRANSFER IN		28,725.00	30,850.00
		TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10 TI	1075286	TRANSFER IN		11,625.00	42,475.00
		TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10 CM		Deposit		2,125.00	44,600.00
03-01-10 CM		Interest 2/28/10		.40	44,600.40
03-10-10 R/CM		Interest 2/28/10		-.40	44,600.00
04-08-10 CM		Deposit (ACH)		4,250.00	48,850.00
04-21-10 CM		Deposit (ACH)		19,650.00	68,500.00
05-19-10 CM		Deposit (ACH)		18,825.00	87,325.00
06-24-10 CM		Deposit (ACH)		53,050.00	140,375.00
08-12-10 CM		Deposit (ACH)		90,926.54	231,301.54
08-26-10 CM		Deposit (ACH)		73,650.00	304,951.54
10-07-10 CM		Deposit (ACH)		140,635.00	445,586.54
11-10-10 CM		Deposit (ACH)		167,440.00	613,026.54
12-09-10 CM		Deposit (ACH)		57,400.00	670,426.54
12-09-10 CM		Deposit		57,410.00	727,836.54
12-27-10 R/CM		Deposit (ACH)		-57,400.00	670,436.54
12-23-10 CM		ACH Dep City Stock		11,839.00	682,275.54
02-01-11 CM		Depoist (ACH)		36,720.00	718,995.54
03-04-11 CM		Deposit (ACH)		74,153.21	793,148.75
03-24-11 CM		Deposit (ACH)		76,787.62	869,936.37
05-13-11 CM		Deposit		60,319.70	930,256.07
06-10-11 CM		Deposit (ACH)		58,540.00	988,796.07
07-07-11 CM		Deposit (ACH)		86,041.00	1,074,837.07
08-16-11 CM		Deposit (ACH)		42,589.82	1,117,426.89
09-01-11 CM		Deposit (ACH)		38,665.00	1,156,091.89
10-13-11 CM		Deposit (ACH)		75,280.00	1,231,371.89
12-02-11 CM		Deposit (ACH)		92,395.00	1,323,766.89
12-12-11 CM		Deposit (ACH)		59,918.50	1,383,685.39
01-17-12 CM		Deposit (ACH)		46,515.00	1,430,200.39

```

=====
SAVINGS INST  2 - INTEREST                ACCT#1                OPEN ----- CLOSE 03-25-10
PROC DTE T/C  SERIAL NO      DESCRIPTION                DEBITS                CREDITS                BALANCE
03-03-10 SC                Interest 2/28/10                .40                .40
03-10-10 R/SC                Interest 2/28/10                -.40                .00
03-03-10 SC                Interest 2/28/10 A                5.73                5.73
03-25-10 R/SC                Interest 2/28/10 A                -5.73                .00
  
```

```

=====
TOTAL ESCROWS ON THIS REPORT:          1 SAVINGS:          .00 TRUST:          1,430,200.39
OPERATOR NLC866          DATE:01/17/2012          5:04:38 PM
  
```

Two Payments from  
PO 163446:

Preston: \$ 414,937.50

\*Comerica: \$ 46,515

\*Vendor # H108145

Remittance advice must  
reference

Escrrow # 10021-0007RET



ATTN: ALAN  
(Accounts Payable)  
PROCESS AS EFT

**FILE COPY**

**INTAKE AND PUMP STATION FACILITY  
CONSTRUCTION CONTRACT  
PRESTON PIPELINES**

**ROUTE SLIP**

Report Date: Pay App 26 to 11/30/11

Notes/Comments: Revid 12/14/11

Name	Date Reviewed	Date Forwarded
<i>MP</i> Melissa Price	<u>1-5-12</u>	<u>1-5-12</u>
Bond Req. No.	<u>TBD</u>	<u>TBD</u>
Comments: <u>Expedite payment - DUE 1/14/12 or</u>		
<i>MC</i> Mike Callahan	<u>1-5-12</u>	<u>1-5-12</u> penalties
Comments:		
<i>RG</i> Bob Granberg	<u>1/5/12</u>	<u>1/5/12</u>
Comments:		
Support Staff	Invoice to BD & Copy to Preston File	<u>1-5-2012 @ 5:10 pm</u> <u>1-5-2012<sup>c</sup></u>

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	\$9,999,999	\$0	\$9,999,999	\$0
163446	\$6,171,809.07	\$461,452.50	\$3,791,012.77	\$1,919,343.80

100 1111

# AIA Document G702™ - 1992

## Application and Certificate for Payment

TO OWNER: City of Stockton  
2500 Navy Drive  
Stockton, CA, US

PROJECT: Delta Water Supply  
Project Intake and Pump  
Station Facility

APPLICATION NO: 26  
PERIOD TO: 11/30/2011  
CONTRACT FOR:

FROM: Preston Pipelines, Inc.  
12687 S. Mantley Road  
Lathrop, CA 95330 US

VIA ARCHITECT: *See Attached*  
ARCHITECT: *ENGINEERS*

CONTRACT DATE: 09/22/2009  
PROJECT NOS: / /

Distributed To:  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$ 16,156,000.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$ 15,808.07
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 16,171,808.07
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 14,302,003.86
- 5. RETAINAGE:

a. 10.00 % of Completed Work ..... \$ 1,430,200.39

b. 0.00 % of Stored Material (Column F on G703) ..... \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 1,430,200.39

6. TOTAL EARNED LESS RETAINAGE ..... \$ 12,871,803.47

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 12,407,326.38

8. CURRENT PAYMENT DUE ..... \$ 464,477.09

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 3,300,004.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 15,808.07	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 15,808.07</b>	<b>\$ 0.00</b>
NET CHANGE by Change Order	\$	15,808.07

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]* Date: *[Date]*

By: *[Signature]* State of: *[State]*

County of: *[County]*

Subscribed and sworn before me this *11* day of *November* 2011.

Notary Public: *[Signature]*

My Commission expires: *[Date]*

RTD \$1,383,685.39 = \$46,515.76  
*Convenient*

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED ..... \$ 414,937.50

AMOUNT CERTIFIED WITH RETAINAGE ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

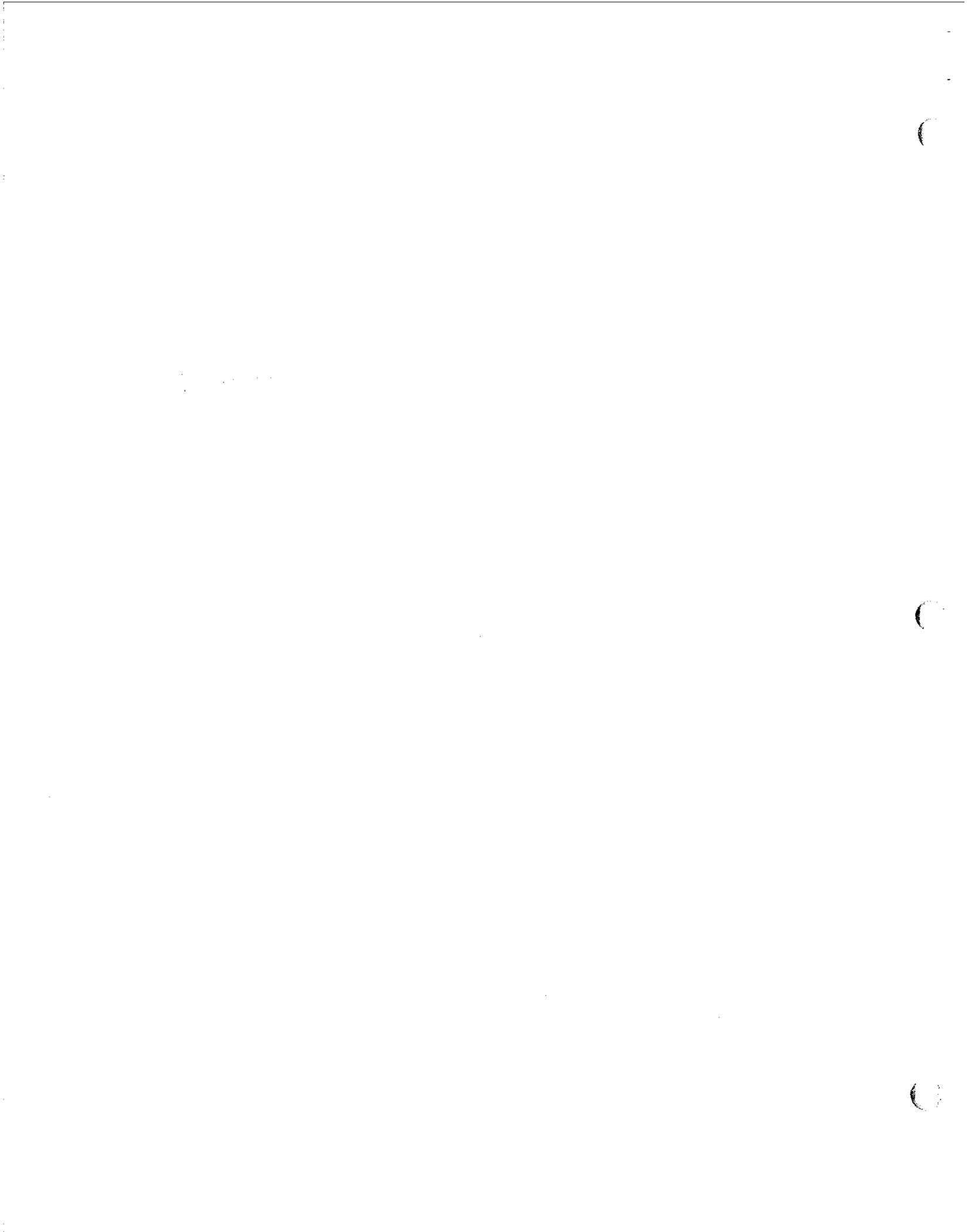
ARCHITECT: *[Signature]* Date: *12/11/2011*

By: *[Signature]*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only by the Contractor named herein. Issuance, payment and acceptance of payment are not evidence of certification of the Owner or Contractor under this Contract.

*OK to Pay 11/5/12*

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# AIA Document G703™ - 1992

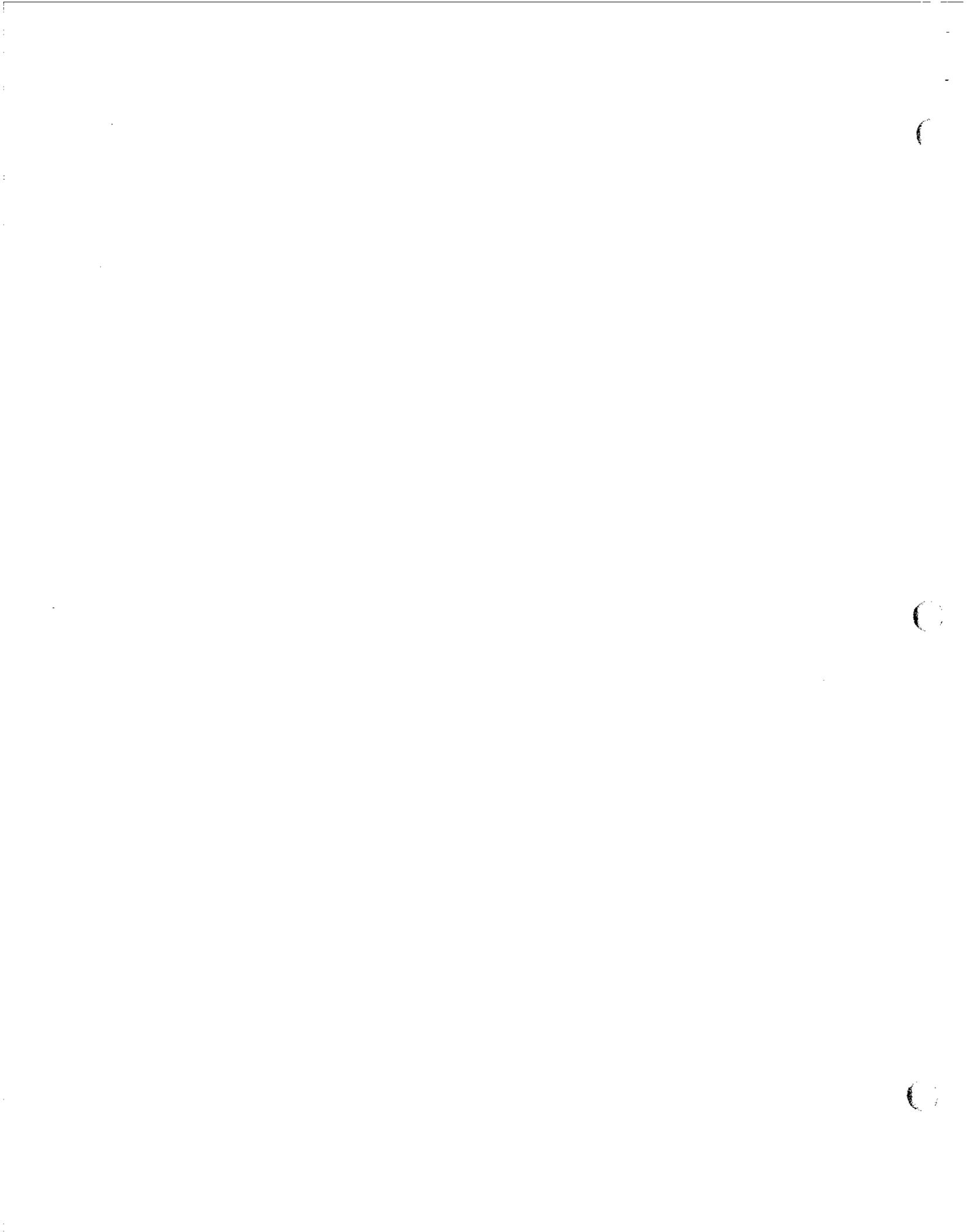
## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached in tabulations below; amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 26  
 APPLICATION DATE: 11/30/2011  
 PERIOD TO: 11/30/2011  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1	Bonds	121,000.00	121,000.00		0.00	0.00	121,000.00	100.00 %	0.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00 %	0.00	0.00
100	Instruction - Generator	5,000.00	0.00		0.00	0.00	0.00	0.00 %	5,000.00	0.00
101	Instruction - Mechanical	5,000.00	0.00		0.00	0.00	0.00	0.00 %	5,000.00	0.00
102	Instruction - Conveying	5,000.00	0.00		0.00	0.00	0.00	0.00 %	5,000.00	0.00
103	Instruction - Site Work	4,000.00	0.00		0.00	0.00	0.00	0.00 %	4,000.00	0.00
104	Instruction - Building	4,000.00	0.00		0.00	0.00	0.00	0.00 %	4,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	0.00		0.00	0.00	0.00	0.00 %	8,000.00	0.00
106	O & M Manuals - Review & Revisions	2,000.00	0.00		0.00	0.00	0.00	0.00 %	2,000.00	0.00
107	O & M Manuals - Final Copies	1,000.00	0.00		0.00	0.00	0.00	0.00 %	1,000.00	0.00
108	Contractor Record Drawings	10,000.00	5,000.00		0.00	0.00	5,000.00	50.00 %	5,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	25,000.00		0.00	0.00	25,000.00	100.00 %	0.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00 %	0.00	0.00
13	Mobilization Cofferdam	5,000.00	5,000.00		0.00	0.00	5,000.00	100.00 %	0.00	0.00
14	Install Cofferdam - Front	55,000.00	55,000.00		0.00	0.00	55,000.00	100.00 %	0.00	0.00

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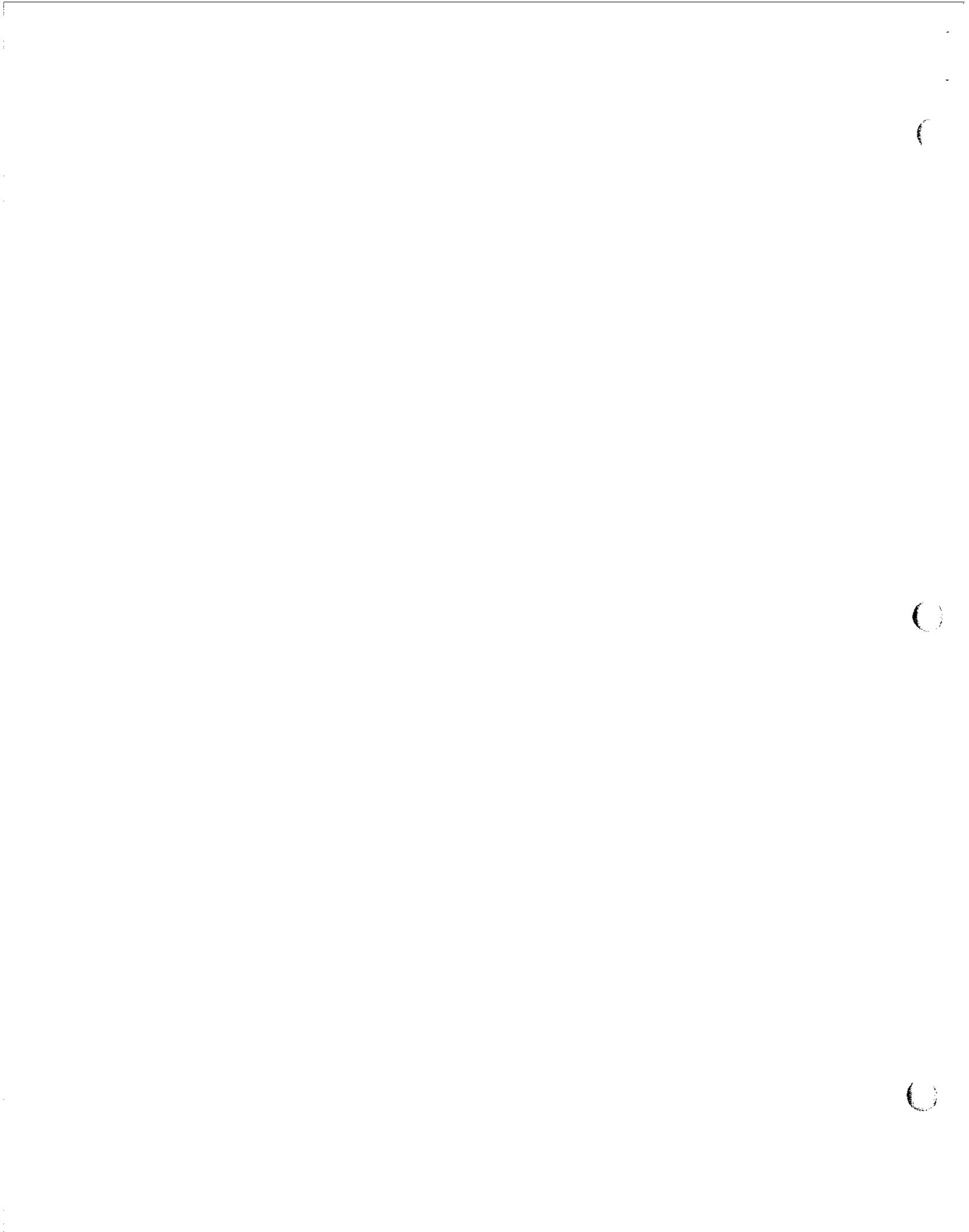


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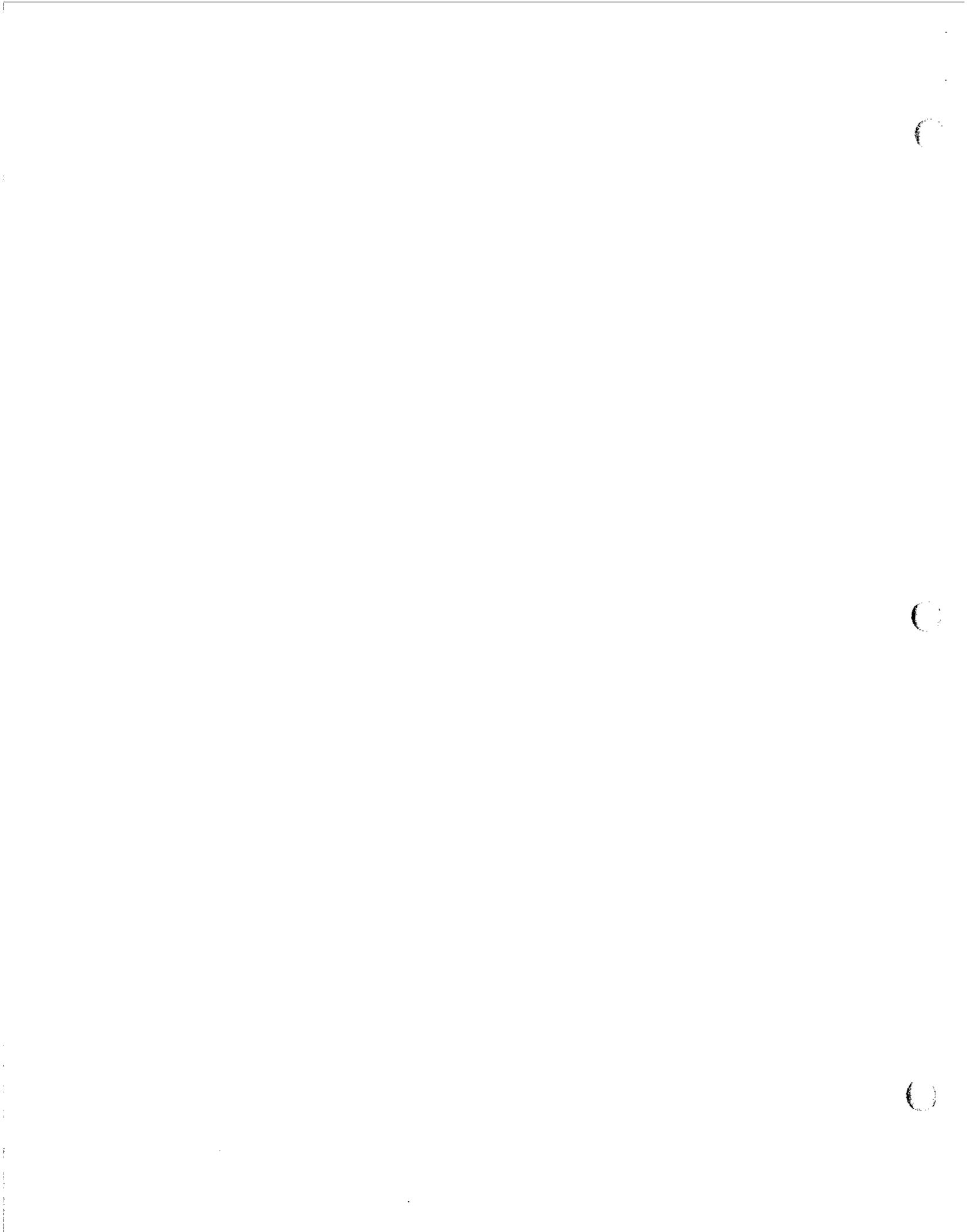
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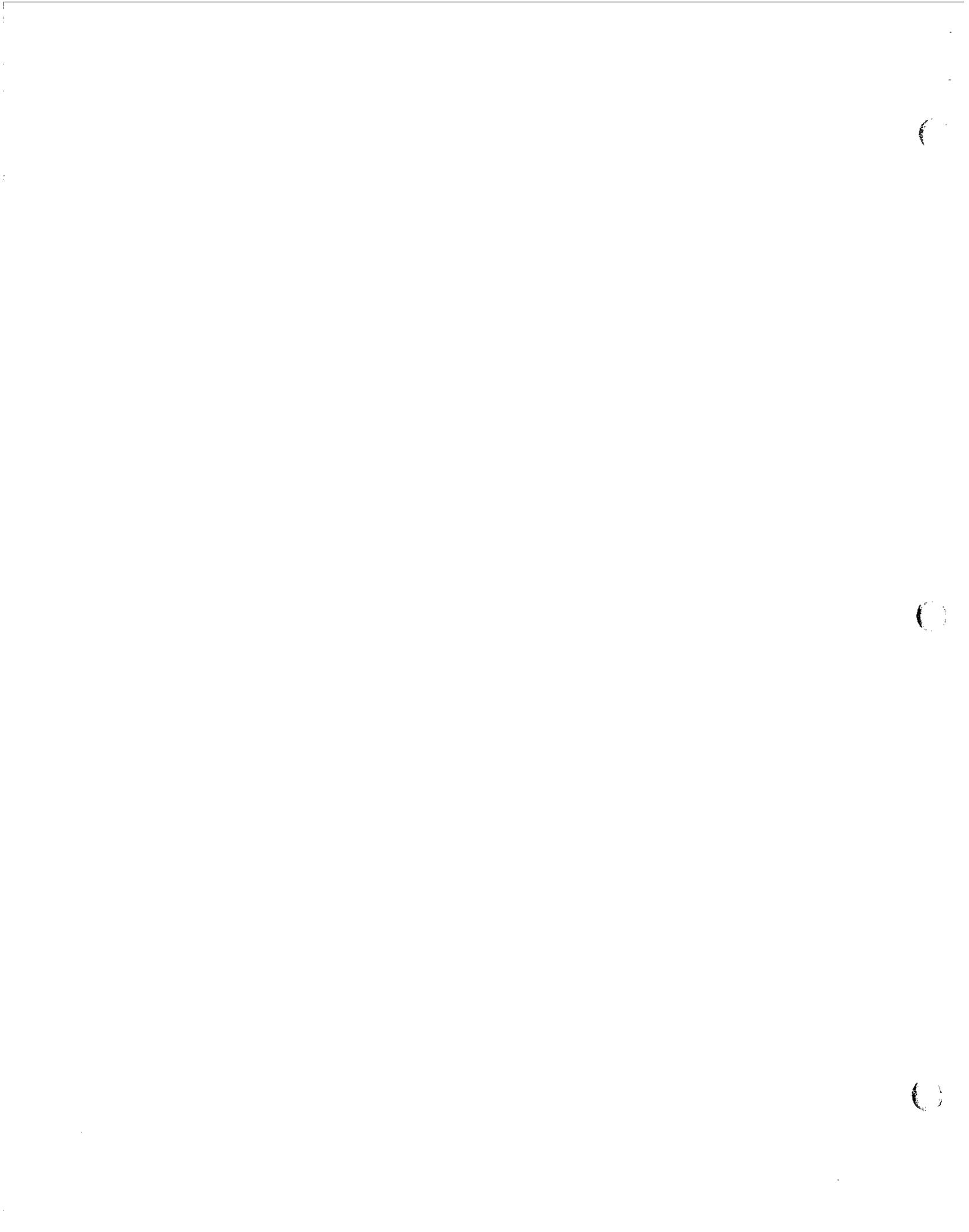




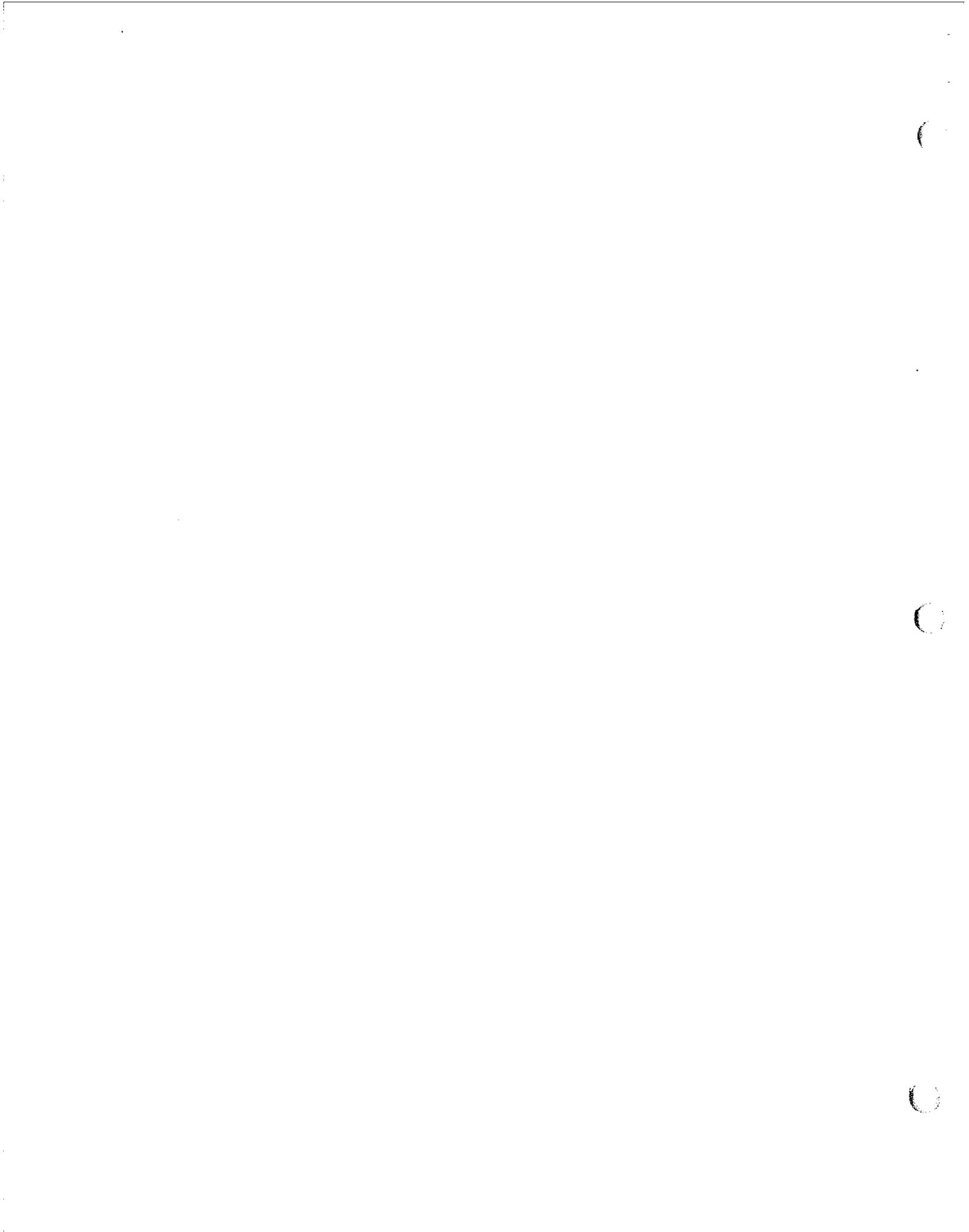








COR # 13	DC #1 - Earthwork(CCO#9)	150,645.31	150,645.31	0.00	0.00	150,645.31	100.00 %	0.00	0.00
COR # 19	DC #3 Electrical Conduit Costs (CCO#8)	4,784.99	4,784.99	0.00	0.00	4,784.99	100.00 %	0.00	0.00
COR # 22	VECP: Driven Steel Pile Top (CCO#7)	-71,339.55	-71,339.55	0.00	0.00	-71,339.55	100.00 %	0.00	0.00
COR # 23	VECP: Concrete Roadway (CCO#7)	-226,550.23	0.00	0.00	0.00	0.00	0.00 %	-226,550.23	0.00
COR # 24	Replacement Inclimeters (CCO#8)	25,733.98	25,733.98	0.00	0.00	25,733.98	100.00 %	0.00	0.00
COR # 25	RD2029 Keyway Backfill (CCO#8)	15,208.06	15,208.06	0.00	0.00	15,208.06	100.00 %	0.00	0.00
COR # 35	Toe Berrn Crack Repair (CCO#9)	5,581.64	5,581.64	0.00	0.00	5,581.64	100.00 %	0.00	0.00
COR # 36	VECP: Delete CDF Fill from LP and UP Piles(CCO#9)	-43,192.21	-43,192.21	0.00	0.00	-43,192.21	100.00 %	0.00	0.00
	<b>GRAND TOTAL</b>	<b>16,171,808.07</b>	<b>\$ 13,836,853.86</b>	<b>\$ 465,150.00</b>	<b>\$ 0.00</b>	<b>\$ 14,302,003.86</b>	<b>88.44 %</b>	<b>\$ 1,869,804.21</b>	<b>\$ 0.00</b>



# Progress Payment

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton



<b>Pay Estimate:</b> 26 <b>Contract:</b> M09110 <b>Purchase Order:</b> 163445 & 163446	<b>For Payment:</b> 11/30/2011 <b>Pay Period From :</b> 11/01/2011 <b>To:</b> 11/30/2011  <b>Amount Recommended:</b> 414,937.50
<b>Contractor:</b> Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330	

Original Contract Amount	\$ 16,156,000.00
Approved Change Orders	\$ 15,808.07
Current Contract Amount	\$ 16,171,808.07
Total Work Completed and Materials Stored	\$ 14,302,003.86
Retainage Held	\$ 1,430,200.39
Retainage Released	\$ 0.00
Deductions	\$ 49,539.59
Total Earned Less Retainage	\$ 12,822,263.88
Less Previous Payment Certificates	\$ 12,407,326.38
Tax	\$ 0.00
Current Payment Due	\$ 414,937.50
Balance Remaining, Including Retainage	\$ 3,349,544.19

*Original stop notice:*

*92,670.54  
<54,658.45> release*

*38,012.09*

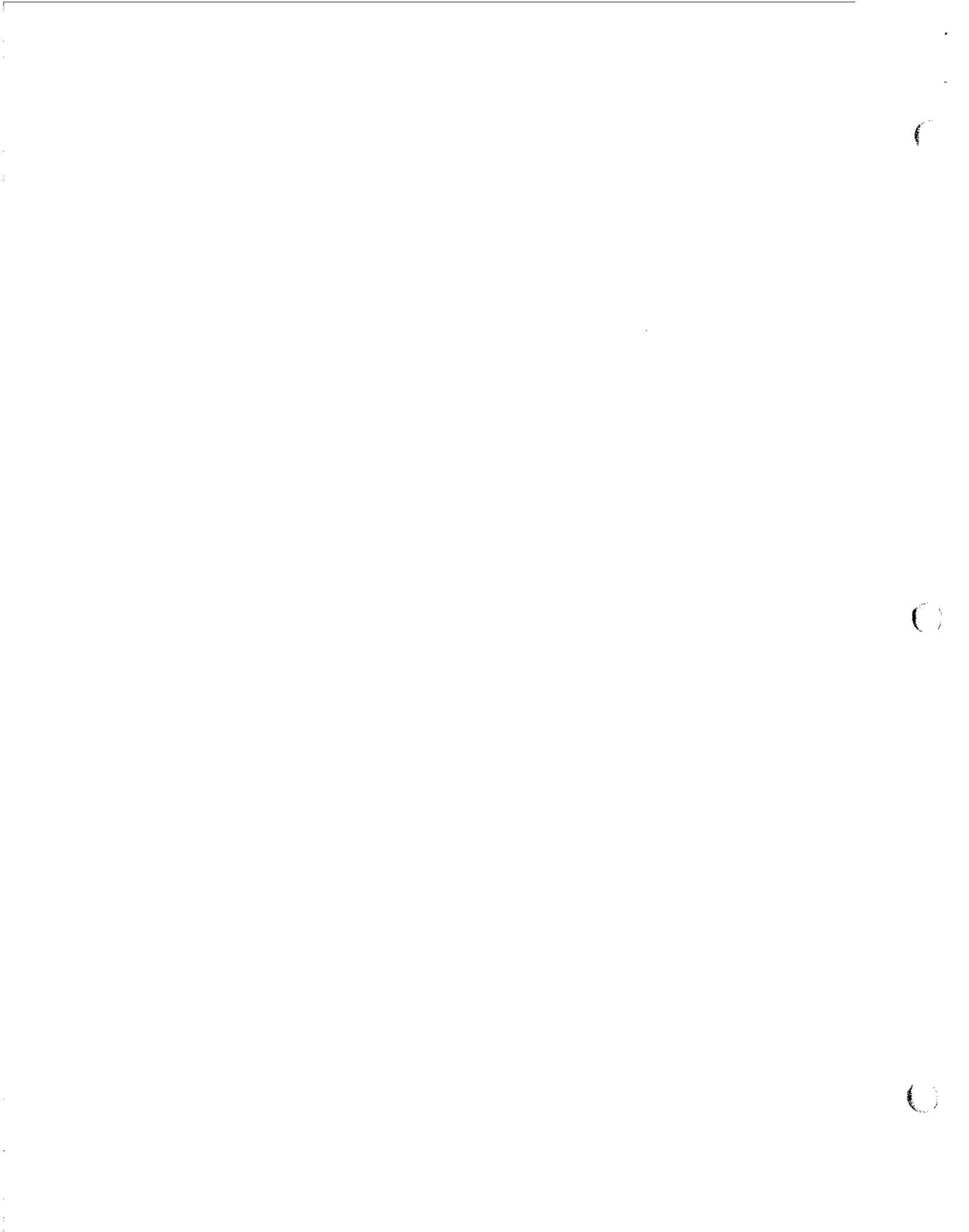
*7,830*

*Carollo  
time  
PA 25*

*3,697.50*

*Carollo  
time  
PA 26*

*49,539.59*



# Summary

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

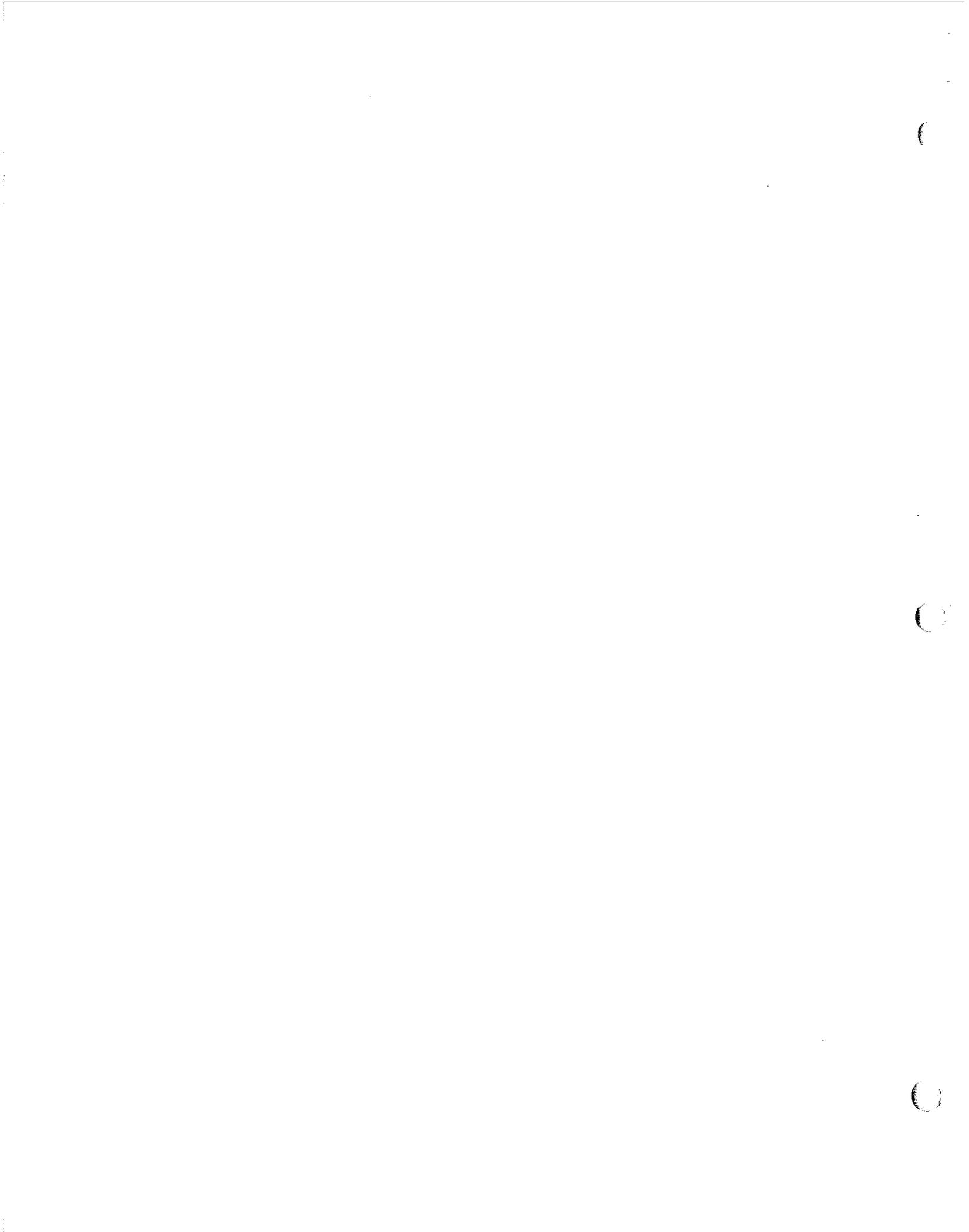
Page 1 of 7

<b>Pay Estimate:</b> 26 <b>Contract:</b> M09110 <b>Purchase Order:</b> 163445 & 163446	<b>For Payment:</b> 11/30/2011 <b>Pay Period From :</b> 11/01/2011 <b>To:</b> 11/30/2011  <b>Amount Recommended:</b> 414,937.50
<b>Contractor:</b> Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop CA 95330	

Description	Total	Thru Last Month		This Period		to Date	
		%	Amount	%	Amount	%	Amount
Contracted	16,156,000.00	83.86%	13,547,740.00	2.88%	465,150.00	86.73%	14,012,890.00
Changes	15,808.07	1,828.90	289,113.86	0.00%	0.00	1,828.90	289,113.86
<b>Total</b>	<b>16,171,808.07</b>	<b>85.56%</b>	<b>13,836,853.86</b>	<b>2.88%</b>	<b>465,150.00</b>	<b>88.44%</b>	<b>14,302,003.86</b>

Retention Held							
SoV Retention Held			1,354,774.00		46,515.00		1,401,289.00
CCR Retention Held			28,911.39		0.00		28,911.39
<b>Total</b>			<b>1,383,685.39</b>		<b>46,515.00</b>		<b>1,430,200.39</b>
Retainage Released			0.00		0.00		0.00
Deductions			45,842.09		3,697.50		49,539.59
<b>Pay Estimate Total</b>			<b>12,407,326.38</b>		<b>414,937.50</b>		<b>12,822,263.88</b>

<b>Balance to Finish Plus Retention</b>	<b>3,349,544.19</b>
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Conditional Waiver and Release Upon Progress Payment - Civil  
Code Section 3262(d)(1) Progress Payment #26, November 2011

Delta Water Supply Project Intake and Pump Station  
Facility  
Carollo Stockton



Printed 12/05/2011, Page 1 of 2

**Progress Payment #26 - November  
2011 CW & R**

**Contract:** M09110  
**Contractor:** Preston Pipelines, Inc.  
**Purchase Order:** 163445 & 163446

**Submitted :** 12/05/2011  
**Submitted To:** Tim Karlstrand  
**Revision Date:**  
**Status:** Pending  
**Priority:** Low  
**Pending On User:** Tim Karlstrand  
**Pending On Org:** Carollo Engineers

**Created By:** Preston Pipelines, Inc., Chad Hutchinson  
**Created:** 11/30/2011

Upon receipt by the undersigned of a check from  
**(MAKER OF CHECK):** City of Stockton

in the sum of  
**(AMOUNT OF CHECK):** 414,937.50

payable to  
**(PAYEE OR PAYEES OF CHECK):** Preston Pipelines, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

**(OWNER):** City of Stockton  
located at

**(JOB DESCRIPTION):** Delta Intake Facility

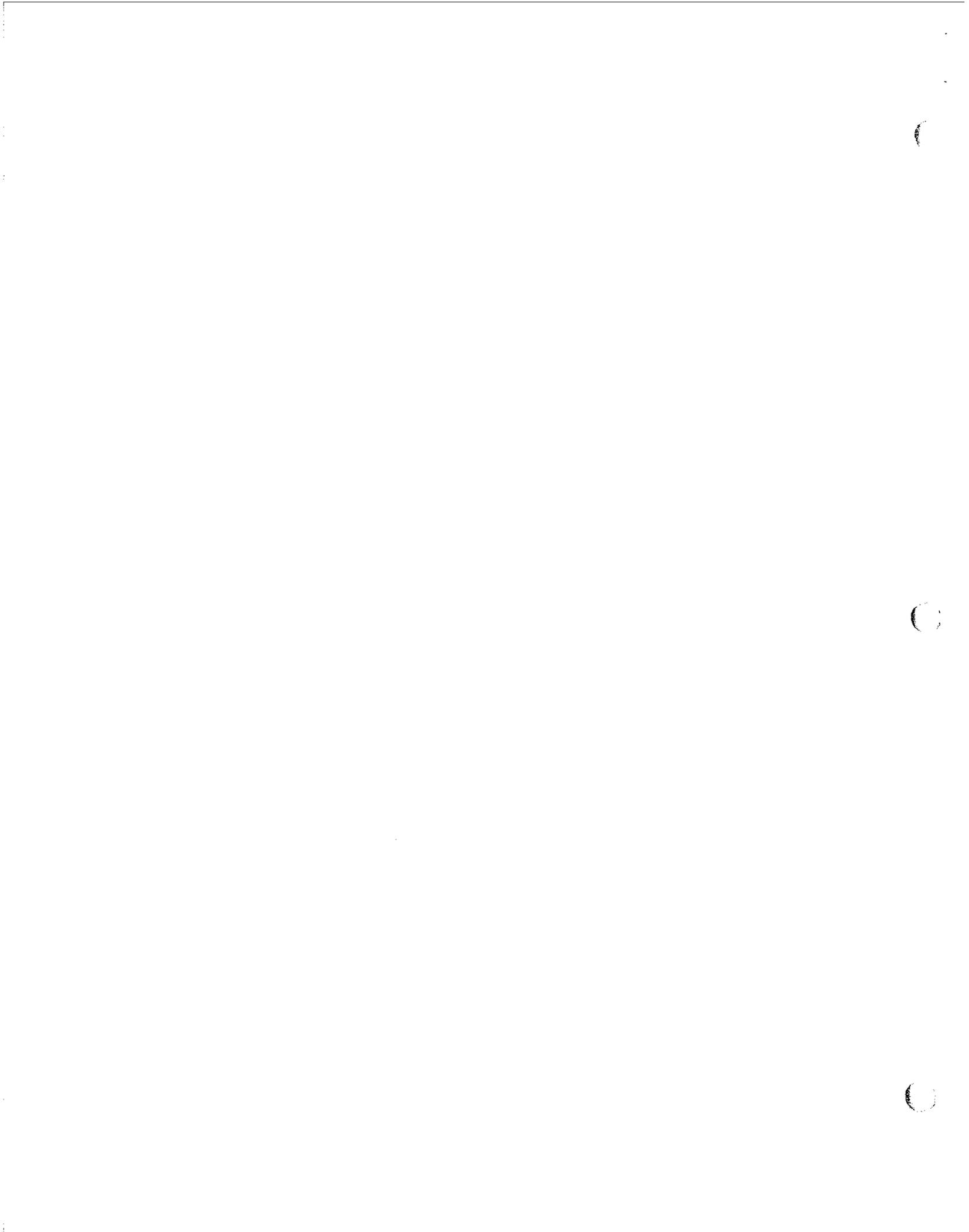
to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

**(YOUR CUSTOMER):** City of Stockton  
through

**(DATE):** 11/30/2011

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.



Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Progress  
Payment #26, November 2011

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 12/05/2011, Page 2 of 2

Signed:

Marcus Emery      Marcus Emery      Director      12/05/2011  
Signature      Print Name      Title      Date

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.



Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 22

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 12/14/2011, Page 1 of 2



**Unconditional Waiver and Release Upon Payment - September 2011**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 12/14/2011  
Submitted To: Tim Karlstrand  
Revision Date:  
Status: Pending  
Priority: Low  
Pending On User: Tim Karlstrand  
Pending On Org: Carollo Engineers

Created By: Preston Pipelines, Inc., Chad Hutchinson  
Created: 12/14/2011

The undersigned has been paid and has received a progress payment in the sum of  
**(AMOUNT OF PAYMENT): 738,884.46**

for labor, services, equipment or material furnished to

**(YOUR CUSTOMER):** City of Stockton

on the job of

**(OWNER):** City of Stockton

located at

**(JOB DESCRIPTION):** Delta Water Supply Project - Intake and Pump Station Facility

and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

**(YOUR CUSTOMER):** City of Stockton

through

**(DATE):** 09/30/2011

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**



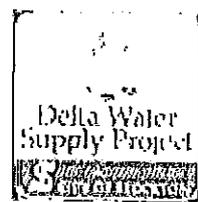




**Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 23**

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 12/14/2011, Page 1 of 2



**Unconditional Waiver and Release Upon Payment - October 2011**

Contract: M09110  
Contractor: Preston Pipelines, Inc.  
Purchase Order: 163445 & 163446

Submitted : 12/14/2011  
Submitted To: Tim Karlstrand  
Revision Date:  
Status: Pending  
Priority: Low  
Pending On User: Tim Karlstrand  
Pending On Org: Carollo Engineers

Created By: Preston Pipelines, Inc., Chad Hutchinson  
Created: 12/14/2011

The undersigned has been paid and has received a progress payment in the sum of  
**(AMOUNT OF PAYMENT):** 586,094.94

for labor, services, equipment or material furnished to

**(YOUR CUSTOMER):** City of Stockton

on the job of

**(OWNER):** City of Stockton

located at

**(JOB DESCRIPTION):** Delta Water Supply Project - Intake and Pump Station Facility

and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

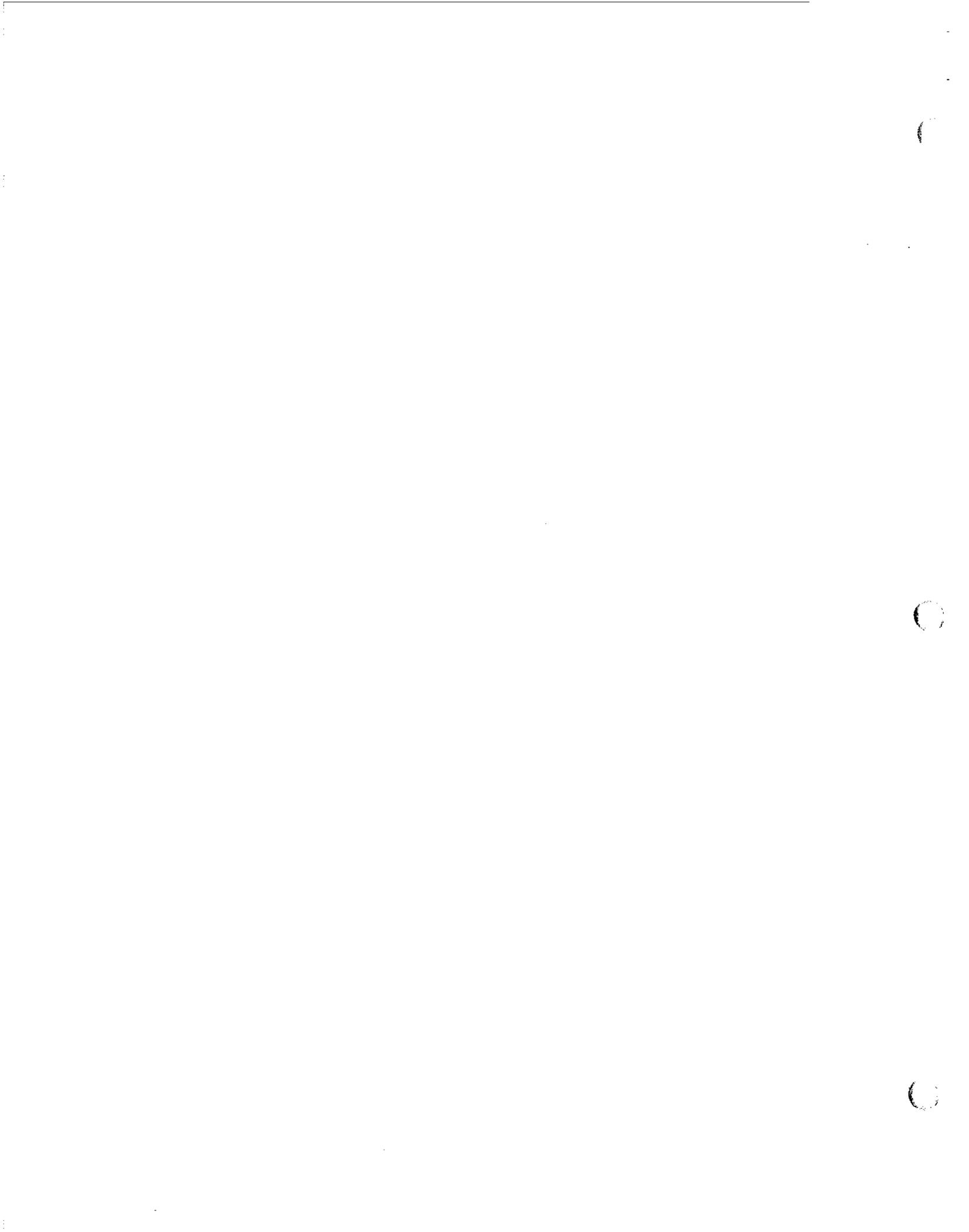
**(YOUR CUSTOMER):** City of Stockton

through

**(DATE):** 10/30/2011 *NE*

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**



# Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 23

Delta Water Supply Project Intake and Pump Station Facility  
Carollo Stockton

Printed 12/14/2011, Page 2 of 2

## References

Pay Estimate # 25

Delta Water Supply Project Intake and  
Pump Station Application for Payment

Closed Approved

Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 23 October 2011 #24

Signed:

Signature

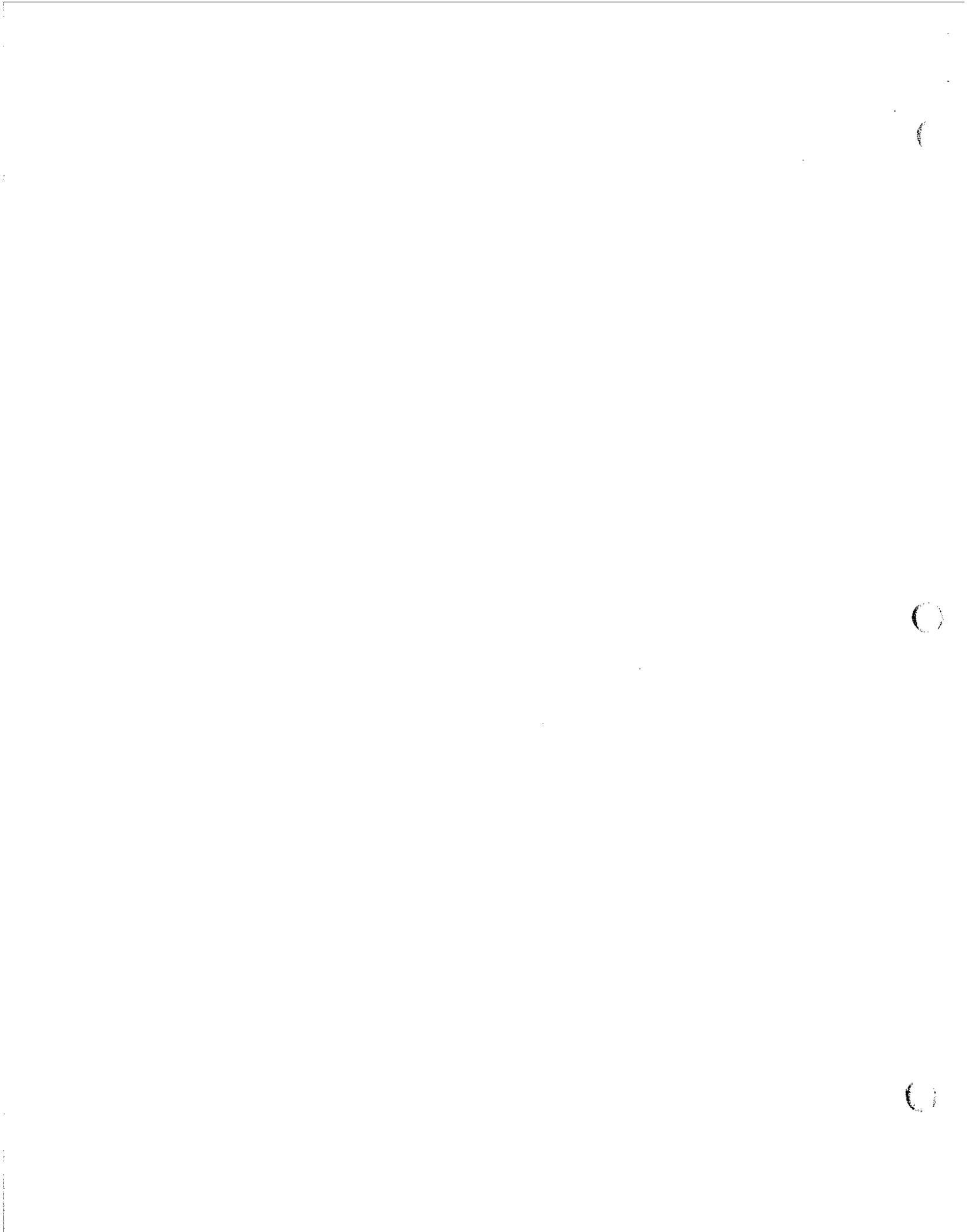
Print Name

Title

Date

*Markus Emery* Markus Emery Director Finance 12/14/11

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.



R I D E R

To be attached to and form part of:

Bond Number 6635035  
dated

issued by the SAFECO INSURANCE COMPANY OF AMERICA  
in the amount of

on behalf of PRESTON PIPELINES, INC.  
(Principal)

and in favor of CITY OF STOCKTON  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

Increased from Sixteen Million One Hundred Fifty Six Thousand and 00/100 Dollars (\$16,156,000)  
to Sixteen Million Two Hundred Eighty Three Thousand Five Hundred Seventy Nine and 55/100 Dollars (\$16,283,579.55)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be effective this 23rd day of June, 2010

Signed, Sealed & Dated this 23rd day of June, 2010.

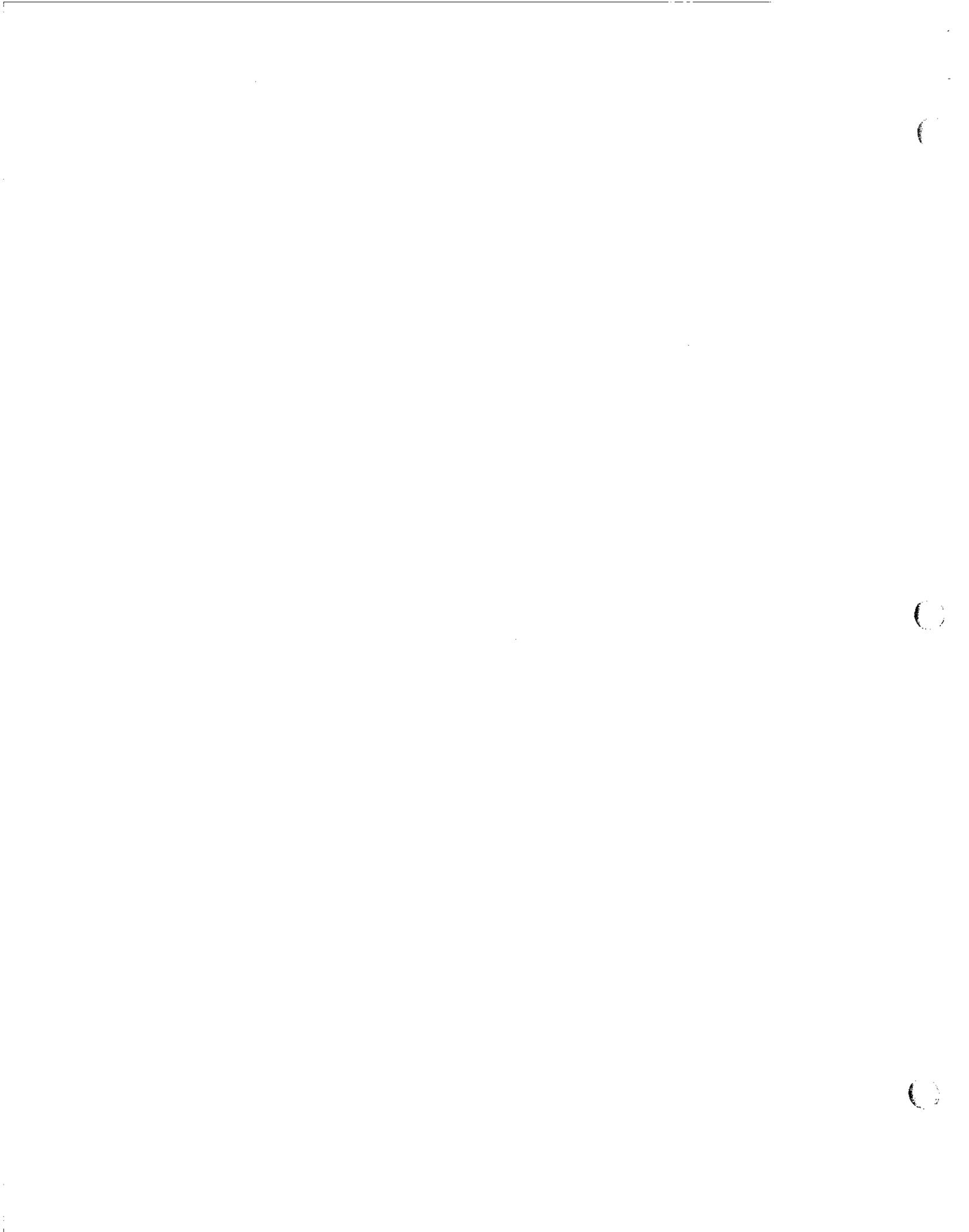
Preston Pipelines, Inc.

By: *Guadalupe A. Lopez*  
(Principal)

Guadalupe A. Lopez  
VICE PRESIDENT

SAFECO INSURANCE COMPANY OF AMERICA  
(Surety)

By: *Jeanette Conley*  
Jeanette Conley, Attorney-in-Fact



POWER OF ATTORNEY

No. 10947

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*GEOFFREY R. GREEN; JULIA GRIMES; MATTHEW KELLY; JEANETTE CONLEY; MICHAEL E. SHEAHAN; JAMES W. UNTIEDT; Fremont, CA\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of January, 2010

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... The President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

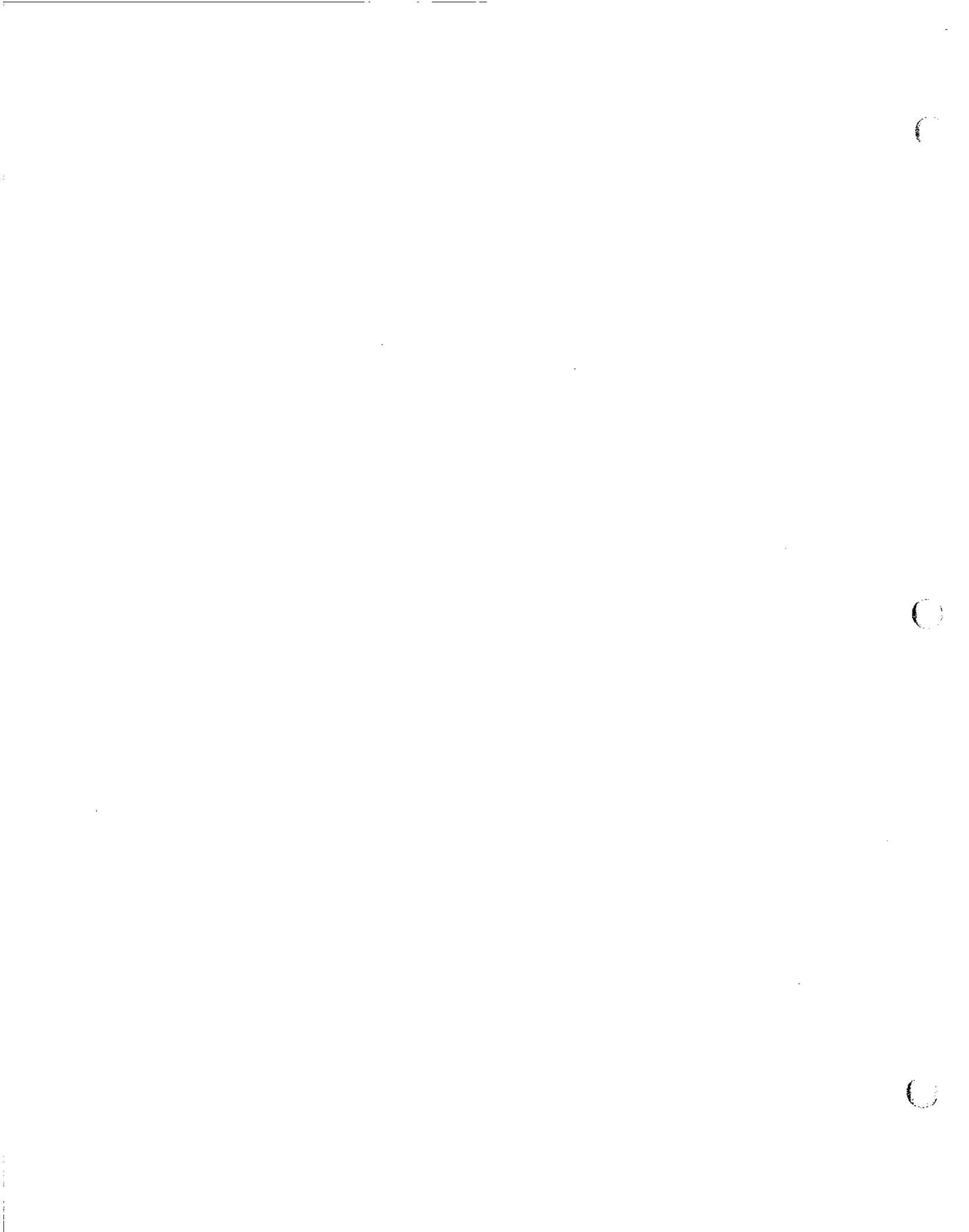
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23rd day of June, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

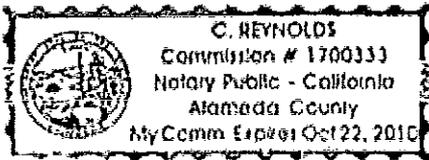


STATE OF CALIFORNIA            }  
  }  
COUNTY OF SANTA CLARA        }    SS  
  }  
\_\_\_\_\_                                }

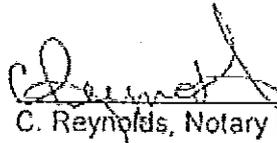
On June 23, 2010, before me, C. Reynolds, Notary Public, personally appeared Jeanette Conley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

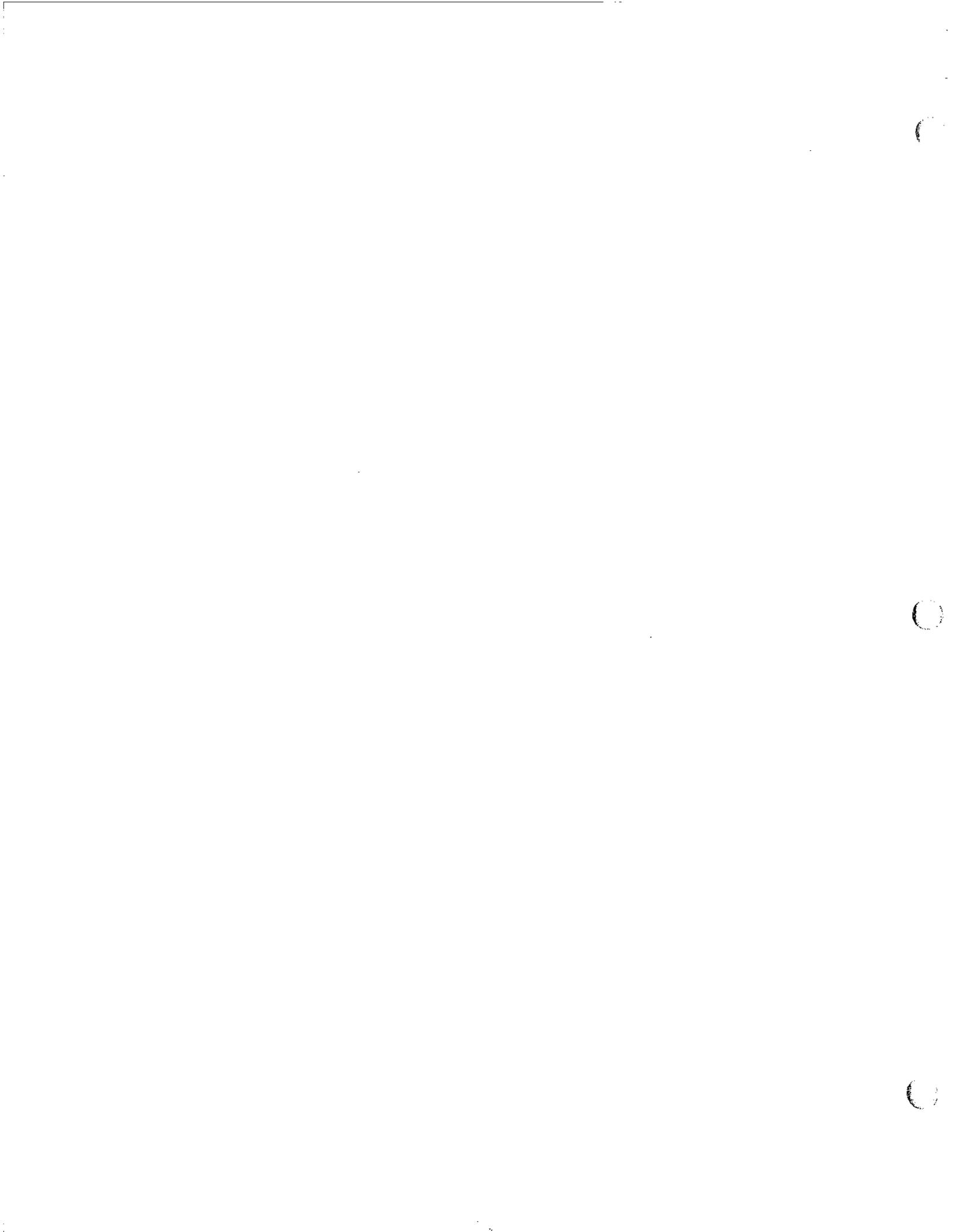


(Seal)

  
\_\_\_\_\_  
C. Reynolds, Notary Public - California

Description of Attached Document:

Preston Pipelines, Inc.  
CITY OF STOCKTON  
Delta Water Supply Project  
Increase Rider



Carollo Nov '11 Add'l Inspection  
25.5 hrs \* \$145/hr = \$3,697.50

City of Stockton  
Municipal Utilities Dept-AP  
2500 Navy Drive  
Stockton, CA 95206

Delta Water Intake Facility Construction Management  
Agreement Dated 8/25/09  
PO No. 163154, Dated 9/14/09

December 02, 2011

Project No: 08175A.31

Invoice No: <Draft>

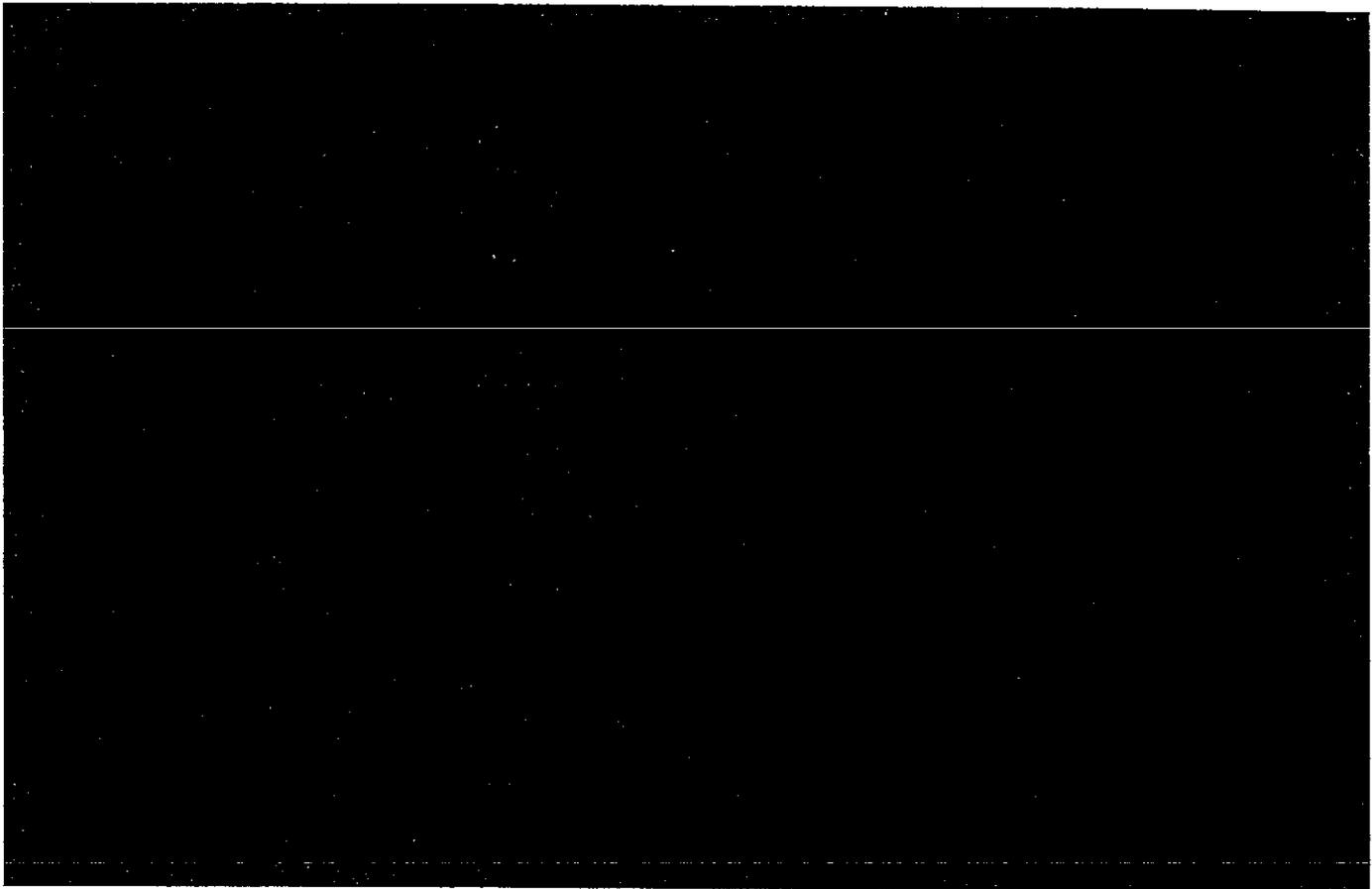
Principal In Charge Kenneth Wilkins

Project Manager Michael Warriner

**Professional Services from November 01, 2011 to November 30, 2011**

Task 200 CM and Contract Management

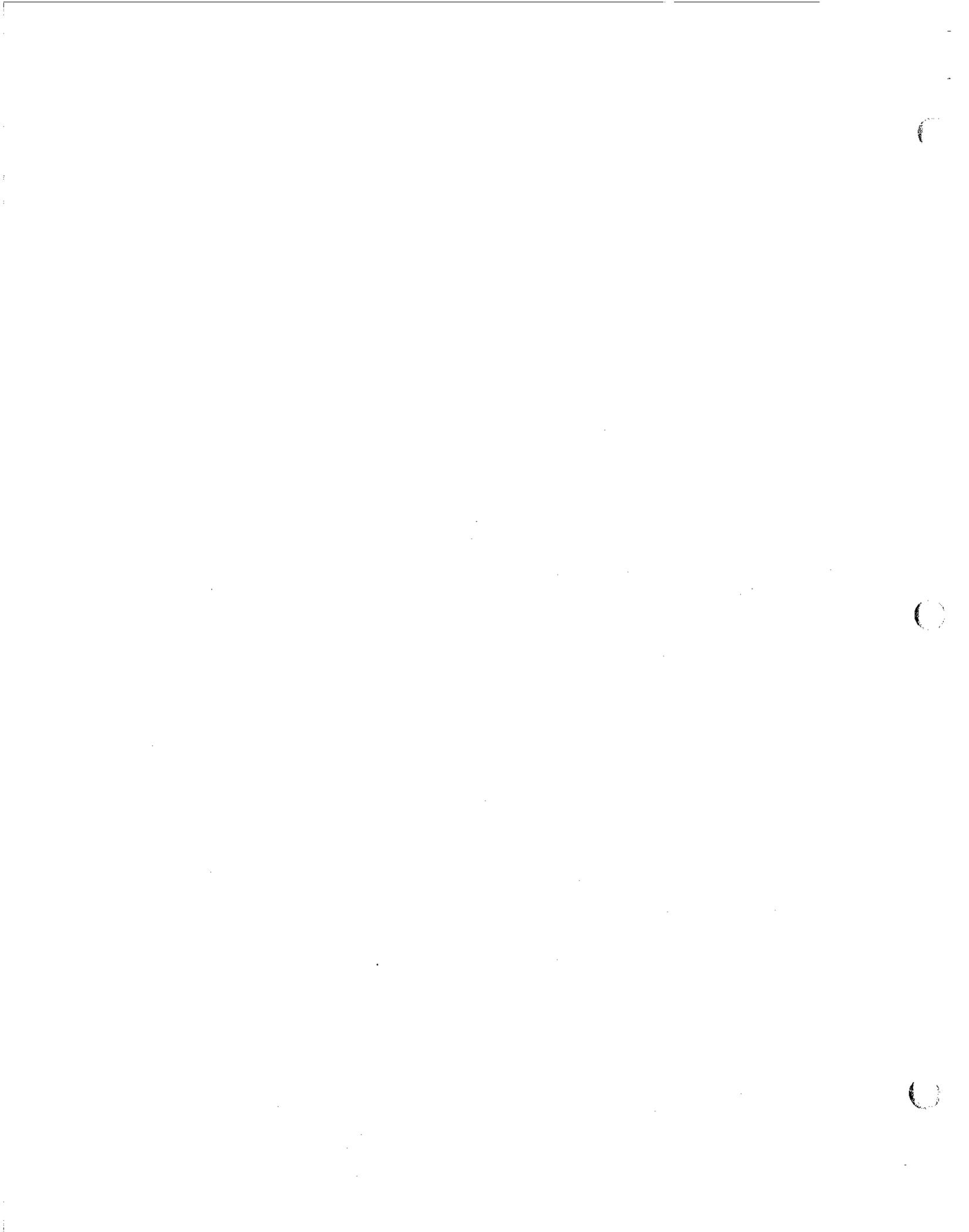
**Professional Personnel**



Task 300 RE and Inspection

**Professional Personnel**





Project 08175A.31

Invoice

<Draft>



Technicians



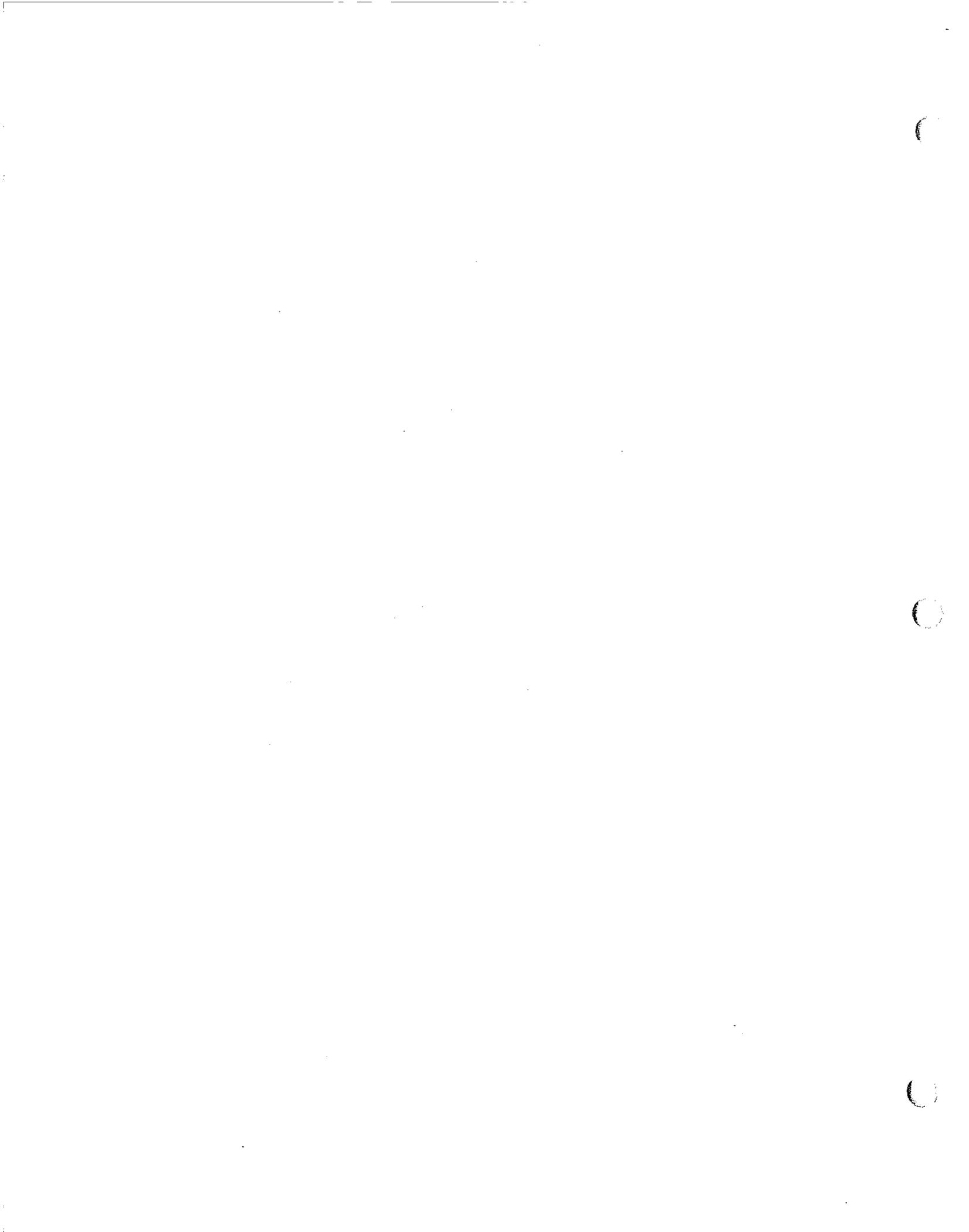
Carlton, Robert 11/5/2011 8:00



Carlton, Robert 11/12/2011 8:00



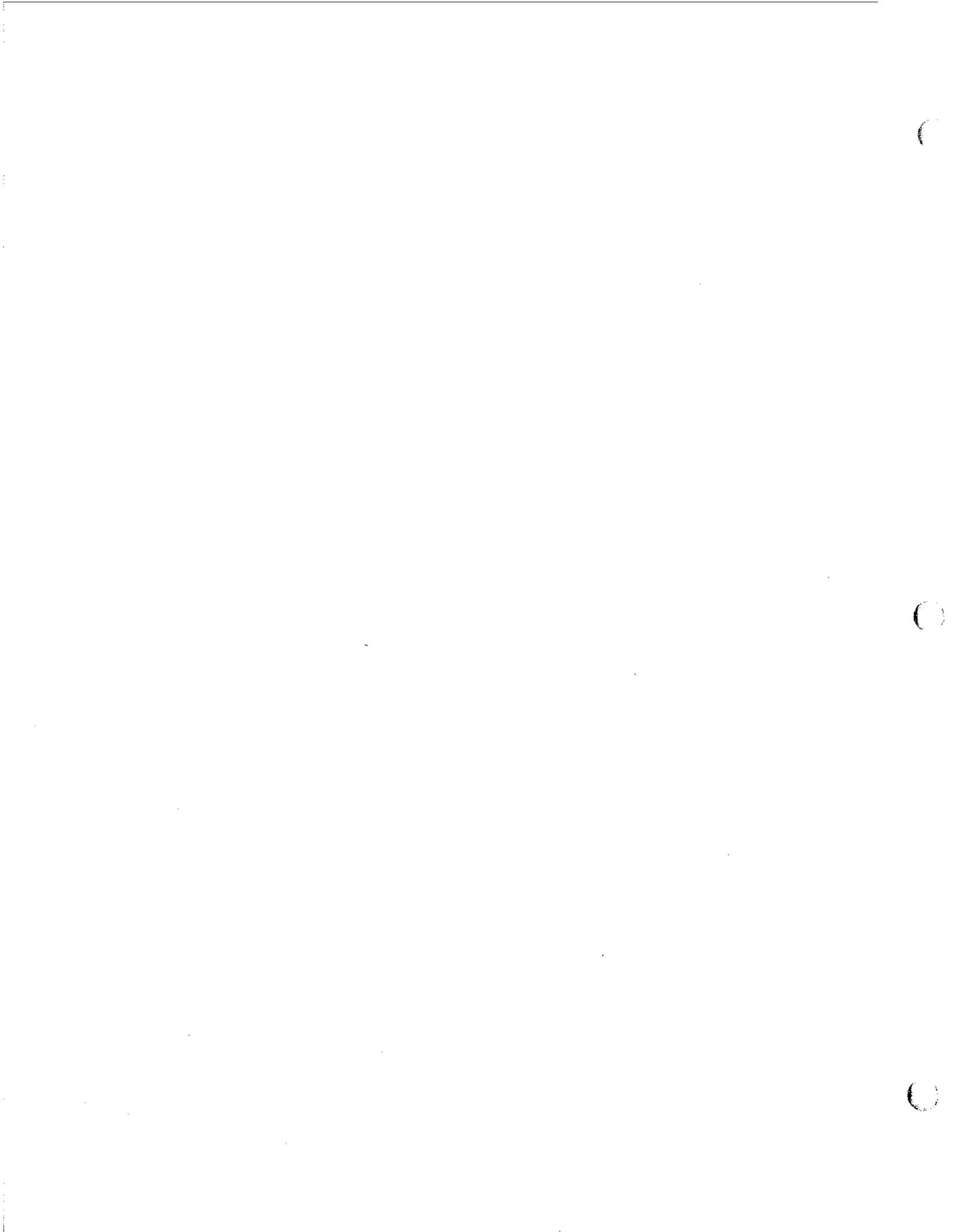
Deluna, Michael 11/19/2011 9:50



Project 08175A.31

Invoice <Draft>

Support Staff

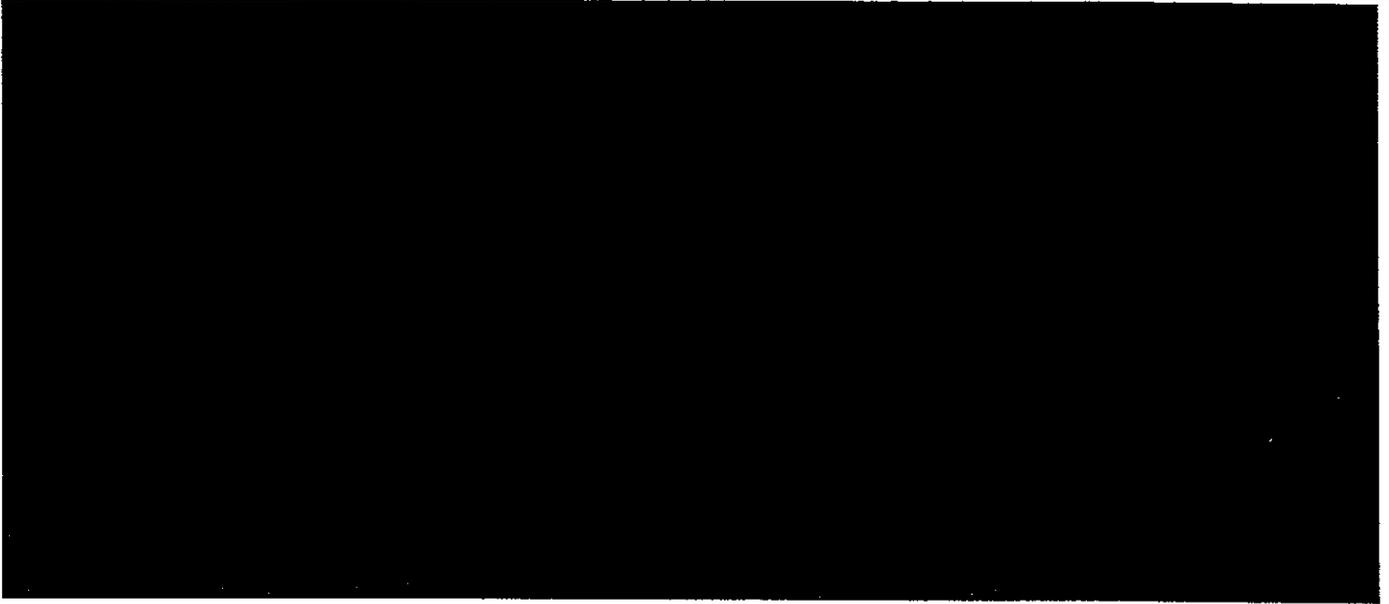


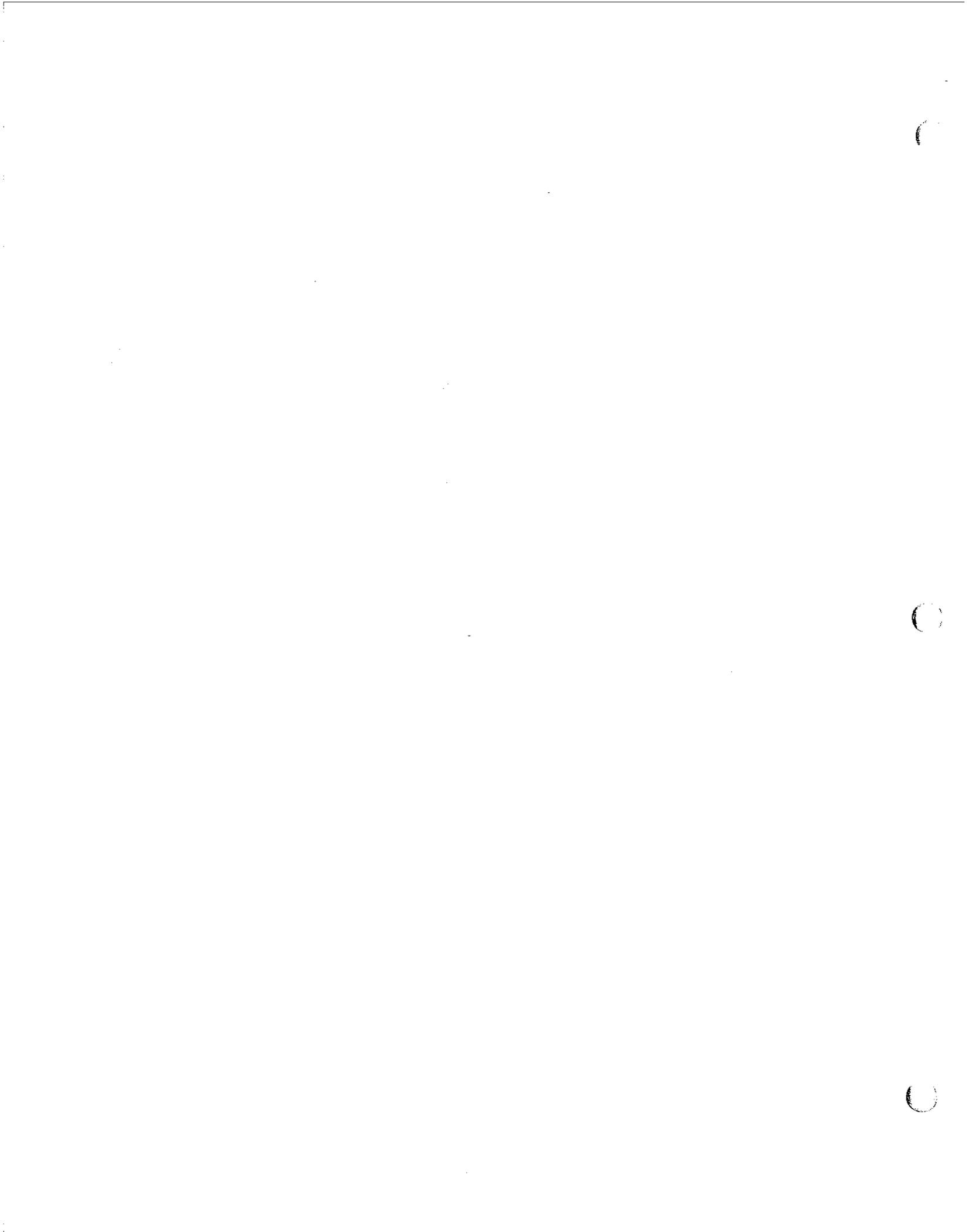
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Project 08175A.31

Invoice <Draft>

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Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

## **7.0 SPECIAL CONTROLS**

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

### **7.1 Dust Control**

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the Construction Manager, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

### **7.2 Noise Abatement**

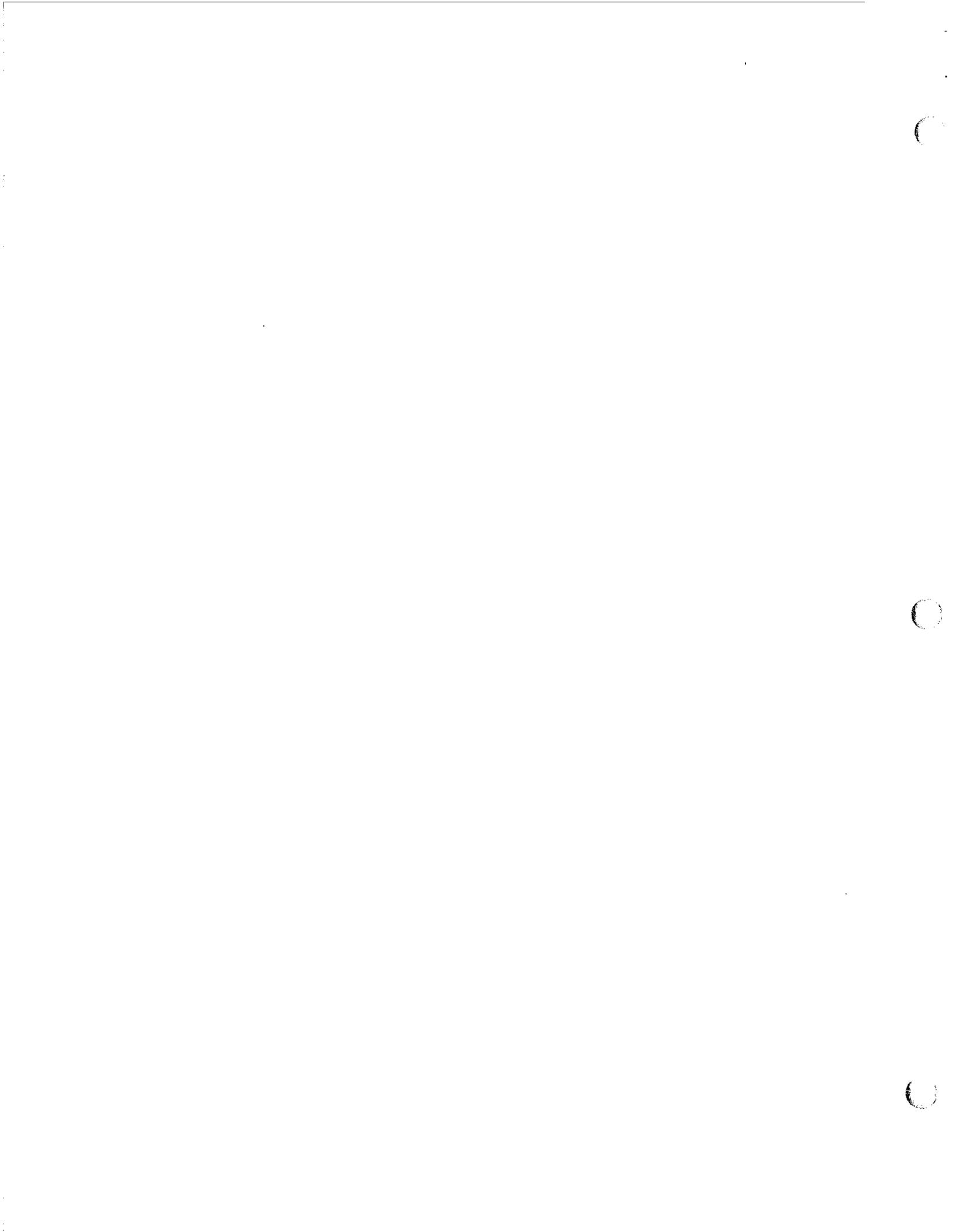
Operations at the Worksite shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

### **7.3 Working Hours**

Construction shall be allowed only between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays and nine (9:00) a.m. to six (6:00) p.m. on weekends and holidays, unless otherwise approved by the City.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives, for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work in



```

=====
ESCROW NO      100210007
OPEN 02-05-10 CLOSE ----- STATUS  OPEN      TOTAL ESCROW BALANCE      1,383,685.39
              CONSIDERATION                OFFICER      TRUST      1,383,685.39
Owner  City of Stockton                    SOURCE      SAVINGS      .00
Job#   M09110 (#09-099) (Delta              HELD FUNDS      .00

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PROC DTE T/C	SERIAL NO	DESCRIPTION	DEBITS	CREDITS	BALANCE
01-26-10 R	1076904	Deposit		2,125.00	2,125.00
03-03-10 TI	1074423	TRANSFER IN		28,725.00	30,850.00
		TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10 TI	1075286	TRANSFER IN		11,625.00	42,475.00
		TRANSFER FR BR# 1 ESCROW NO 100210007			
03-03-10 CM		Deposit		2,125.00	44,600.00
03-01-10 CM		Interest 2/28/10		.40	44,600.40
03-10-10 R/CM		Interest 2/28/10		-.40	44,600.00
04-08-10 CM		Deposit (ACH)		4,250.00	48,850.00
04-21-10 CM		Deposit (ACH)		19,650.00	68,500.00
05-19-10 CM		Deposit (ACH)		18,825.00	87,325.00
06-24-10 CM		Deposit (ACH)		53,050.00	140,375.00
08-12-10 CM		Deposit (ACH)		90,926.54	231,301.54
08-26-10 CM		Deposit (ACH)		73,650.00	304,951.54
10-07-10 CM		Deposit (ACH)		140,635.00	445,586.54
11-10-10 CM		Deposit (ACH)		167,440.00	613,026.54
12-09-10 CM		Deposit (ACH)		57,400.00	670,426.54
12-09-10 CM		Deposit		57,410.00	727,836.54
12-27-10 R/CM		Deposit (ACH)		-57,400.00	670,436.54
12-23-10 CM		ACH Dep City Stock		11,839.00	682,275.54
02-01-11 CM		Depoist (ACH)		36,720.00	718,995.54
03-04-11 CM		Deposit (ACH)		74,153.21	793,148.75
03-24-11 CM		Deposit (ACH)		76,787.62	869,936.37
05-13-11 CM		Deposit		60,319.70	930,256.07
06-10-11 CM		Deposit (ACH)		58,540.00	988,796.07
07-07-11 CM		Deposit (ACH)		86,041.00	1,074,837.07
08-16-11 CM		Deposit (ACH)		42,589.82	1,117,426.89
09-01-11 CM		Deposit (ACH)		38,665.00	1,156,091.89
10-13-11 CM		Deposit (ACH)		75,280.00	1,231,371.89
12-02-11 CM		Deposit (ACH)		92,395.00	1,323,766.89
12-12-11 CM		Deposit (ACH)		59,918.50	1,383,685.39

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SAVINGS INST  2 - INTEREST                ACCT#1
PROC DTE T/C  SERIAL NO      DESCRIPTION                DEBITS      CREDITS      BALANCE
03-03-10 SC   2/28/10      Interest 2/28/10                .40          .40          .40
03-10-10 R/SC 2/28/10      Interest 2/28/10                -.40         -.40         .00
03-03-10 SC   2/28/10 A    Interest 2/28/10 A                5.73        5.73        5.73
03-25-10 R/SC 2/28/10 A    Interest 2/28/10 A               -5.73       -5.73       .00
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TOTAL ESCROWS ON THIS REPORT: 1 SAVINGS: .00 TRUST: 1,383,685.39

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