Two Payments from
PO 163445:

Preston: $ 106,551.04

*Comerica: $ 11,839 —

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

ATTN: ALAN
(Accounts Payable)
PROCESS AS EFT

FILE COPY

Delta Water Supply Project

INTAKE AND PUMP STATION FACILITY CONSTRUCTION CONTRACT PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 14 to 11/30/10

Notes/Comments: Rec'd 12/13/10

Name		Date Reviewed	Date Forwarded
Melissa Price		12/15/10	12/16/10
	Bond Req. No.	15	12/16/10

Comments: Note: No schedule included

Mike Callahan		12/16/10	12/16/10

Comments:

Bob Granberg		12/16/10	12/16/10

Comments:

Support Staff	Invoice to BD & Copy to Preston File		

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$118,390.04	$6,704,365.36	$3,177,243.60
163446	$1,031,417.80	$	$	$

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: 14 PERIOD TO: 11/30/2010 CONTRACT FOR:	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:	CAROLLO ENGINEERS	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		$ -124,583.20
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,031,416.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,822,755.40
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 682,275.54	(less PTD $670,436.54 = $11,839) in Common
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$ 682,275.54	
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)	$ 6,140,479.86	
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)	$ 6,033,928.82	
8. CURRENT PAYMENT DUE	$ 106,551.04	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 9,890,936.94	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ -170,310.23
Total approved this month	$ 45,727.03	$ 0.00
TOTALS	$ 45,727.03	$ -170,310.23
NET CHANGE by Change Order	$	-124,583.20

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:
By: Date: 12/13/10
State of:
County of:
Subscribed and sworn before
me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTICATE 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 ..... $ 106,551.04

(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:
By: TIM KARLSTRAND Date: 12/13/10

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.

O.K. to Pay
12/16/10

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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: 14
APPLICATION DATE: 12/03/2010
PERIOD TO:11/30/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	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	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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

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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
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
2	Builders Risk Insurance	33,000.00	33,000.00	0.00	0.00	33,000.00	100.00 %	0.00	0.00
20	Install Interior Sheets	950,000.00	475,000.00	0.00	0.00	475,000.00	50.00 %	475,000.00	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	498,750.00	0.00	0.00	498,750.00	35.00 %	926,250.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	360,000.00	0.00	0.00	360,000.00	36.00 %	640,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	81,000.00	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	38,000.00	1,200.00	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	950,000.00	100.00 %	0.00	0.00
35	Grading Phase 2	800,000.00	704,000.00	72,000.00	0.00	776,000.00	97.00 %	24,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00

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37	Geotechnical Instrumentation	100,000.00	92,000.00	8,000.00	0.00	100,000.00	100.00 %	0.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
4	Permits	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %	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
41	Submittals Intake Facility	50,000.00	47,500.00	0.00	0.00	47,500.00	95.00 %	2,500.00	0.00
42	Project Management	425,000.00	276,250.00	21,250.00	0.00	297,500.00	70.00 %	127,500.00	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
44	Office Trailer & Yard Services	50,000.00	10,000.00	2,500.00	0.00	12,500.00	25.00 %	37,500.00	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	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	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
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
52	Intake - Structural Steel	250,000.00	82,500.00	0.00	0.00	82,500.00	33.00 %	167,500.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	235,200.00	0.00	0.00	235,200.00	84.00 %	44,800.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00

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59	Intake - Fish Screen	100,000.00	99,000.00	0.00	0.00	99,000.00	99.00 %	1,000.00	0.00
6	SWPPP Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	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	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
66	Site - Storm Drain	300,000.00	75,000.00	0.00	0.00	75,000.00	25.00 %	225,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	29,750.00	0.00	0.00	29,750.00	85.00 %	5,250.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	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	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00

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8	Maintain SWPPP Materials	13,000.00	3,900.00	650.00	0.00	4,550.00	35.00 %	8,450.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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	0.00	0.00	0.00	0.00	0.00 %	300,000.00	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	0.00	-28,152.00	0.00	-28,152.00	100.00 %	0.00	0.00

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COR # 2	VECP: Driven Steel Pile Wall Thickness (CCO#6)	-149,028.25	0.00	0.00	0.00	0.00	0.00 %	-149,028.25	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 # 19	DC #3 Electrical Conduit Costs (CCO#8)	4,784.99	0.00	0.00	0.00	0.00	0.00 %	4,784.99	0.00
COR # 22	VECP: Driven Steel Pile Top (CCO#7)	-71,339.55	0.00	0.00	0.00	0.00	0.00 %	-71,339.55	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 Inclinometers (CCO#8)	25,733.98	0.00	25,733.98	0.00	25,733.98	100.00 %	0.00	0.00
COR # 25	RD2029 Keyway Backfill (CCO#8)	15,208.06	0.00	15,208.06	0.00	15,208.06	100.00 %	0.00	0.00
	GRAND TOTAL	$ 16,031,416.80	$ 6,704,365.36	$ 118,390.04	$ 0.00	$ 6,822,755.40	42.56 %	$ 9,208,661.40	$ 0.00

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Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2) # 9	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project

Preston Pipelines Progress Payment #13 - October 2010		Submitted :	12/03/2010
Contract:	M09110	Submitted To:	Tim Karlstrand
Contractor:	Preston Pipelines, Inc.	Revision Date:	
Purchase Order:	163445 & 163446	Status:	Pending
		Priority:	Low
Created By:	Preston Pipelines, Inc., Steve Dunn		
Created:	12/03/2010		

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 516,690.00
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 Intake Project
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): 10/31/2010
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 # 13	Preston Pipelines Progress Payment #13 - October 2010	Closed Rejected
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Preston Pipelines Progress Payment #13 - October 2010	Preston Pipelines Progress Payment #13 - October 2010	Closed Approved

Files

09-099 Billing #13 October 2010 EADOC 10.31.10.xls 415.00K

Signed:

Signature	Print Name	Title	Date
Marite Emery	Marite Emery	Finance Director	12/10/10

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.

Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Preston Pipelines Progress Payment #14 - November 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #14 - November 2010		Submitted :	12/03/2010
Contract:	M09110	Submitted To:	Tim Karlstrand
Contractor:	Preston Pipelines, Inc.	Status:	Pending
Purchase Order:	163445 & 163446	Priority:	Low
Created By:	Preston Pipelines, Inc., Steve Dunn		
Created:	12/03/2010		

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
In the sum of
(AMOUNT OF CHECK): 106,551.04
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 Intake Project
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): 11/30/2010
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.

Files

09-099 Billing #14 November 2010 EADOC 416.50K
12.03.10.xls

Signed:	Marite Emery	Marite Emery	Director	Finance	12/7/10
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 11-24-10
PAGE # 1

ESCROW NO 100210007 — TOTAL ESCROW BALANCE 613,026.54
OPEN 02-05-10 CLOSE -------- STATUS OPEN — OFFICER — TRUST 613,026.54
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
0-07-10	CM		Deposit (ACH)		140,635.00	445,586.54
1-10-10	CM		Deposit (ACH)		167,440.00	613,026.54

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: 613,026.54

OPERATOR RLS757 DATE:11/24/2010 10:06:33 AM

+ 57,410 on 12/7/10

$670,436.54

FILE COPY

ATTN: ALAN
(Accounts Payable)
PROCESS AS EFT

Two Payments from
PO 163445:

Preston: $ 516,690—

*Comerica: $ 57,410—

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

Delta Water Supply Project
CITY OF STOCKTON

INTAKE AND PUMP STATION FACILITY
CONSTRUCTION CONTRACT
PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 13 to 10/31/10

Notes/Comments: Rec'd 11/16/10

Name		Date Reviewed	Date Forwarded
MP **Melissa Price**		11/24/10	11/24/10
	Bond Req. No.	14	11/29/10
Comments: Bond Req 14 for Pay App 12+13			
MC **Mike Callahan**	Received 11/29	11/29	11/29
Comments:			
MG **Bob Granberg**		11/29	11/29
Comments:			
Support Staff	Invoice to BD & Copy to Preston File		

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$574,100	$6,130,265.36	$3,295,633.64
163446	$1,031,417.80	$	$	$

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: 13 PERIOD TO: 10/31/2010 CONTRACT FOR:	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:	CAROLLO ENGINEERS	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		$ -170,310.23
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 15,985,689.77
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,704,365.36
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 670,436.54	
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 670,436.54
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 6,033,928.82
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 5,517,238.82
8. CURRENT PAYMENT DUE		$ 516,690.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 9,951,760.95	to Preston

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 127,579.55	$ 0.00
Total approved this month	$ 0.00	$ -297,889.78
TOTALS	$ 127,579.55	$ -297,889.78
NET CHANGE by Change Order	$	-170,310.23

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:
By: _____ Date: 11/15/10
State of:
County of:
Subscribed and sworn before me this day of

Notary Public:
My Commission expires:

Less PTD #613,026.54 = $57,410 to Comerica

ARCHITECT'S CERTICATE 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 ..... $ 516,690.00

(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:
By: _____ Date: 11/15/10

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.

O.K. to Pay
11/29/10

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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: 13
APPLICATION DATE: 11/04/2010
PERIOD TO:10/31/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	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	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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

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14	tall Cofferdam - Front	55,000.00	55,000.00		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
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
2	Builders Risk Insurance	33,000.00	33,000.00	0.00	0.00	33,000.00	100.00 %	0.00	0.00
20	Install Interior Sheets	950,000.00	475,000.00	0.00	0.00	475,000.00	50.00 %	475,000.00	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	498,750.00	0.00	0.00	498,750.00	35.00 %	926,250.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	360,000.00	0.00	0.00	360,000.00	36.00 %	640,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	81,000.00	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	28,000.00	7,000.00	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	36,000.00	2,000.00	0.00	38,000.00	95.00 %	2,000.00	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	680,000.00	24,000.00	0.00	704,000.00	88.00 %	96,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00

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37	Geotechnical Instrumentation	100,000.00	92,000.00	0.00	0.00	92,000.00	92.00 %	8,000.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
4	Permits	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %	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
41	Submittals Intake Facility	50,000.00	47,500.00	0.00	0.00	47,500.00	95.00 %	2,500.00	0.00
42	Project Management	425,000.00	255,000.00	21,250.00	0.00	276,250.00	65.00 %	148,750.00	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
44	Office Trailer & Yard Services	50,000.00	7,500.00	2,500.00	0.00	10,000.00	20.00 %	40,000.00	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	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	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
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	82,500.00	0.00	82,500.00	33.00 %	167,500.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	235,200.00	0.00	235,200.00	84.00 %	44,800.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00

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59	Intake - Fish Screen	100,000.00	0.00	99,0[illegible]	0.00	99,000.00	99.00 %	1,000.00	0.00
6	SWPPP Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	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	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	75,000.00	0.00	75,000.00	25.00 %	225,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	29,750.00	0.00	0.00	29,750.00	85.00 %	5,250.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
71	Site - Rip Rap	50,000.00	25,000.00	25,000.00	0.00	50,000.00	100.00 %	0.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00

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8	Maintain SWPPP Materials	13,000.00	3,250.00	650.00	0.00	3,900.00	30.00 %	9,100.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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	0.00	0.00	0.00	0.00	0.00 %	300,000.00	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	0.00	0.00	0.00	0.00	0.00 %	-28,152.00	0.00

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COR # 2	CP: Driven Steel Pile Wall Thickness (CCO#6)	-149,028.25	0.00	0.00	0.00	0.00	0.00 %	-149,028.25	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 (CCO#3) Instrumentation Changes	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 # 22	VECP: Driven Steel Pile Top (CCO#7)	-71,339.55	0.00	0.00	0.00	0.00	0.00 %	-71,339.55	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
	GRAND TOTAL	$ 15,985,689.77	$ 6,130,265.36	$ 574,100.00	$ 0.00	$ 6,704,365.36	41.94 %	$ 9,281,324.41	$ 0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Preston Pipelines Progress Payment #13 - October 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #13 - October 2010	Submitted :
Contract: M09110	Revision Date:
Contractor: Preston Pipelines, Inc.	Status: Draft
Purchase Order: 163445 & 163446	
Created By: Preston Pipelines, Inc., Steve Dunn	
Created: 11/04/2010	

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
in the sum of
(AMOUNT OF CHECK): 516,690.00
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 Intake Project
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): 10/31/2010
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.

Files

09-099 Billing #13 October 2010 EADOC 10.31.10.xls 415.00K

Signed:			
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)	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project

Preston Pipelines Progress Payment #12 - September 2010	Submitted : Status: Draft
Contract: M09110 Contractor: Preston Pipelines, Inc. Purchase Order: 163445 & 163446	
Created By: Preston Pipelines, Inc., Steve Dunn Created: 11/04/2010	

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 1,506,960.00
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 Intake Project
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): 09/30/2010
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 # 12	Preston Pipelines Progress Payment #12 - September 2010	Pending Approved
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Preston Pipelines Progress Payment #12 - September 2010	Preston Pipelines Progress Payment #12 - September 2010	Closed Approved

Signed: Marie Emery	Marie Emery	Finance Director	11/10/10
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.

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

92518

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
10-20-10	89219		233628.93	.00	233628.93
CHECK DATE 10-21-10	CHECK NUMBER 92518	TOTALS	233628.93	.00	233628.93

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

90-3752
1211

92518

Pay: **********************************233* thousand *628* dollars and 93 cents

DATE	CHECK NO.	AMOUNT
October 21, 2010	92518	$****233,628.93

PAY TO THE ORDER OF

WEIR FLOWAY, INC.
P.O. BOX 100019
PASADENA, CA 91189

⑈092518⑈ ⑆121137522⑆ 1891130252⑈

593479-6

WEIR FLOWAY, INC.
dba FLOWAY PUMPS
2494 S. RAILROAD AVE.
FRESNO, CA 93706
559-442-4000

Weir Floway, Inc.

INVOICE NO: 89219
PAGE: 1 of
DATE: 10/20/2010
SALESMAN: G3 ENGINEERING, I
INVOICE TYPE: Progressive Billi
Fed ID: 77-0298303

BILL TO
10252
Kerri - Fax to 408-519-4304
PRESTON PIPELINES
133 BOTHELO AVENUE
MILPITAS CA 95035
USA

SHIP TO
1
DELTA WATER SUPPLY
PROJECT INTAKE AND PUMP
STATION FACILITY
LODI CA 95242
USA

09.099
10/1.01

Fax 209-983-6508

ORDER#	P.O. NUMBER	PKGS	PPD	WEIGHT	SHIP VIA	TERMS
67585	09-099				BEST WAY	Prog Bill - 30 From Invoice Date

LINE/REL.	QTY. ORDERED	QTY. SHIPPED	QTY. BACK ORDERED
1	4.00	0.00	4.00

CI:
Item: 24MK CLOSE CPL
Description 1 STAGE 24MKN OL SUMP PUMP
U/M: EA
Date Shipped:

Ext Price: 160,266.00 DO:
3 Progressive Billing

PROGRESSIVE BILLING #3
80% of EQUIPMENT COST DUE UPON STORAGE OF EQUIPMENT

LINE/REL.	QTY. ORDERED	QTY. SHIPPED	QTY. BACK ORDERED
2	4.00	0.00	4.00

CI:
Item: 6758501MTR
Description MOTOR 250HP US 460V/3PH/60HZ 1200 RPM
U/M: EA
Date Shipped:

Ext Price: 108,273.00 DO:
2 Progressive Billing

PROGRESSIVE BILLING #3
80% of EQUIPMENT COST DUE UPON STORAGE OF EQUIPMENT

Wire Transfer Bank Information:

Account No. 5586461
ABA #021-000-021 (Domestic)
SWIFT #CHASUS33 (Int'l)
ACH Routing #071-000-013 (EFTs)

REMIT TO:

WEIR FLOWAY, INC.
dba FLOWAY PUMPS
P.O BOX 100019
PASADENA, CA 91189-0019

SALES AMOUNT	214,831.20
MISC CHG	0.00
FREIGHT	0.00
SALES TAX	18,797.73
PREPAID	0.00
TOTAL USD	$233,628.93

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/08/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 411 E. Wisconsin Avenue Suite 1600 Milwaukee, WI 53202 010573-G5M-Casu1-10-11	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Weir Floway Inc. 2494 S. Railroad Avenue Fresno, CA 93706	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: AXA Insurance Company — 33022 INSURER B: National Union Fire Ins Co Pittsburgh PA — 19445 INSURER C: AXA Corporate Solutions Assurance Sa — 1320334 INSURER D: New Hampshire Insurance Company — 23841 INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: CHI-003443918-08 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PCS00116910	07/01/2010	07/01/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY			SIR VALUE: $250,000			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			1574390	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS			$1,000 Comp/$1,000 Coll			PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS			"Owned" Heavy Duty Trucks				$
	X Physical Damage			$5,000 Comp./$5,000 Coll.				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9876429 (AOS)	07/01/2010	07/01/2011	X WC STATU-TORY LIMITS OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A			9876430 (CA)	07/01/2010	07/01/2011	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			XUK0003790LI10A	07/01/2010	07/01/2011	Per Occurrence	GBP 5,000,000
							Aggregate	GBP 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PPI Job# 09-099 DWSP Intake and Pump Station Facility
GBP=Great Britain Pounds The Excess Liability Umbrella placement was made by Marsh Ltd. in the UK. Marsh USA, Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

CERTIFICATE HOLDER

Preston Pipelines, Inc.
133 Bothelo Ave.
Milpitas, CA 95035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Katey E. Jones

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ADDITIONAL INFORMATION

CHI-003443918-08

DATE (MM/DD/YY)
11/08/2010

PRODUCER
Marsh USA Inc.
411 E. Wisconsin Avenue
Suite 1600
Milwaukee, WI 53202

010573-G5M-Casu1-10-11

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Weir Floway Inc.
2494 S. Railroad Avenue
Fresno, CA 93706

INSURER F:
INSURER G:
INSURER H:
INSURER I:

TEXT

Preston Pipelines, Inc., its employees, officers and representatives and City of Stockton, Municipal Utilities Department, 2500 Navy Drive, Stockton, CA 95206 is included as additional insured as respects General Liability to the extent required by written contract. Waiver of subrogation applies as respects Workers Compensation to the extent required by written contract. Coverage is primary to the extent required by written contract.

CERTIFICATE HOLDER

Preston Pipelines, Inc.
133 Bothelo Ave.
Milpitas, CA 95035

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Katey E. Jones

MARSH

MMC MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Lesley Paterson
Client Adviser

Marsh Ltd
Glasgow Postal Address:
PO Box 3262
Norwich, NR7 7BH
0141 304 4472 Fax 0141 221 5409
lesley.paterson@marsh.com
www.marsh.com

30 June 2010

Mr Gareth Young
Risk & Control Manager
The Weir Group PLC
Clydesdale Bank Exchange
20 Waterloo Street
Glasgow
G2 6DB

Dear Sir,

Confirmation of Insurance : The Weir Group PLC and/or Subsidiary Cos

As requested by you, we are writing to confirm that we act your Insurance Broker and Risk Management advisers for your Group and that we have arranged the appropriate Marine Cargo / Transit Insurance on your behalf as detailed below. A copy of this letter may be provided by you to third parties who have a legitimate need to receive confirmation of your insurance cover.

Insurer :	Royal & Sun Alliance 17 York Street, Manchester M2 3GR
Policy Number :	C073362Z
Renewal Date :	1st July
Expiry Date :	Midnight 30th June 2011
Cover :	This is a Global policy and covers all the Weir Group operations worldwide as declared to the Insurers. "All Risks" of physical loss or loss or damage to the Insured Property during a conveyance by sea, air, or land, in an approved vessel/vehicle/aircraft subject to the Institute Cargo Clauses and Institute War & Strikes Clauses. Cover applies World to World via any route unless it is prohibited by local legislation to insure imports/exports outwith country.
Insured Property :	Goods and/or merchandise of every description consisting principally but not limited to pumps and machinery etc. and/or parts and/or spares and/or ancillary equipment and/or similar interest the property of the Insured or for which they are responsible or receive instructions to insure or deem themselves responsible to insure including where required second-hand or pre-used equipment, new machinery and the like packed in cases, cartons and/or re-useable packing and/or as is customary for trade

Registered in England Number: 1507274, Registered Office 1 Tower Place West, Tower Place, London EC3R 5BU
Marsh Ltd is authorised and regulated by the Financial Services Authority.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices"
This may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

MARSH

MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Limit of Liability :	Any one conveyance/location other than by Insured's own vehicle	GBP3,000,000
Deductible :	Nil	
Basis of Settlement :	As detailed in the contract terms / letter of credit / bills of lading	

We have placed the insurance which is the subject of this letter after consultation with you and based upon your instructions only. Terms of coverage are based upon information furnished to us by you, which information we have not independently verified.

This letter is issued as a matter of information only and confers no right upon you or any third party to whom it is disclosed, other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

Where a copy of this letter has been provided to a third party, we assume no obligation to advise that third party of any developments regarding your insurance(s) subsequent to the date hereof. Additionally this letter is given on the condition that we are not assuming any liability to any third party who receives a copy of this letter, based upon the placement of your insurance(s) and/or the statements made herein.

This letter shall be governed by and shall be construed in accordance with English law.

Yours faithfully

Miss L Paterson
For & on behalf of Marsh Ltd

Registered in England Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU
Marsh Ltd is authorised and regulated by the Financial Services Authority.
Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".
This may be viewed on our website http://www.marsh.co.uk/aboutMarsh/principles.html

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

92728

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
9-28-10	4903		102050.00	.00	102050.00

CHECK DATE	CHECK NUMBER	TOTALS			
11-01-10	92728		102050.00	.00	102050.00

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 867660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

90-3752
1211

92728

Pay: **********One hundred two thousand fifty dollars and no cents

DATE	CHECK NO.	AMOUNT
November 1, 2010	92728	$****102,050.00

PAY TO THE ORDER OF

HENDRICK MANUFACTURING
ACCCOUNTING DEPARTMENT
1 SEVENTH AVENUE
CARBONDALE, PA 18407-2203

⑈092728⑈ ⑆121137522⑆ 1891130252⑈

Hendrick Screen Company
Hendrick International, Inc.
3074 Medley Avenue
Owensboro, KY 42304-2075

INVOICE

INVOICE NO: 4903
INVOICE DATE: 09/28/2010

Please Remit To:
Hendrick Manufacturing
ATTN: Accounting Department
1 Seventh Avenue
Carbondale, PA 18407-2203

Quality System Registered To ISO 9001:2000

Preston Pipelines, Inc.
OCT 04 2010
Received

BILL TO:	SHIP TO:
Preston Pipelines, Inc. 133 Bothelo Avenue Milipitas, CA 95035 USA	Preston Pipelines, Inc. USA

CUSTOMER PO	TERMS	SHIP VIA	SALESPERSON:
09-099	Net 30 days	Best Way	Donna Johnson

LN	ORDRD	U/M	INV	BKORD	ITEM	UNIT PRICE	AMOUNT
1	10	Each	10	0	WIF - Preston - 68"OAW x 188" OAL B6s, 1.75mm slot, 304 s.s. ORDER: 04741	9,975.0000	99,750.00
2	1	Each	1	0	Freight allowed to Stockton, CA Includes shipping and handling ORDER: 04741	2,300.0000	2,300.00

POSTED
OCT 14 2010
PRESTON PIPELINES, INC.

SUPPLIER # 17297
JOB # 09099
ACCT. # 1
CODE # 109.01
DISC. AMT.
DUE DATE 10/28/10

ISC Profile Bar Fish Screen:
68" OAW x 188" OAL, B6s wire,
1.75 mm slot(not to exceed .069"),
12% open area.
Screen supports will be designed for a
otal head of 15' of water with 25% blockage.
A ubing frame as per approved drawing #
09-[illegible]-1, rev 1

Tax Codes | Tax Amt

SUBTOTAL	102,050.00
PREPAID	0.00
FREIGHT	0.00
MISC. CHARGES	0.00
SALES TAX	0.00
BALANCE DUE	102,050.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RL HENDR-1 | DATE (MM/DD/YYYY) 09/27/10

PRODUCER

Knowles Associates L.L.C
316 Penn Ave.
Scranton PA 18503
Phone:570-342-3214 Fax:570-342-3125

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Hendrick Mfg Co
Hendrick Screen Co
Hendrick Metal Products, LLC
Hendrick Capital, LLC
Alicia McHale
1 Seventh Avenue
Carbondale PA 18407

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers	
INSURER B: PMA Companies	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	630280D3032TIL10	07/01/10	07/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 1,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	810280D3032COF10	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $10,000	YSMCUP280D3032TIL10	07/01/10	07/01/11	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2009003390515 PA & TN 2009003394855 IL LIMITS	07/01/10 11/30/09	07/01/11 11/30/10	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$5000,00 $500,000 $500,000
A		OTHER Property of Others	630280D3032TIL10	07/01/10	07/01/11	PPO	$99,750
A		Transit	630280D3032TIL10	07/01/10	07/01/11	Transit	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*IL Workers #2009003394855 with PMA Limits
$1,000,000/$1,000,000/$1,000,000

* See attached second page

CERTIFICATE HOLDER

CITYSTO

City of Stockton
Municipal Utilities Department
2500 Navy Drive
Stockton CA 95206

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Property coverage is provided for the Stainless Steel Fish Screens while at Hendrick's Warehouse and in transit to the job site. Special Form including theft.

Customer:
Preston Pipelines
133Bothelo Avenue
Milpitas, CA 95035

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

92735

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
9-23-10	136		84000.00	.00	84000.00

CHECK DATE	11-01-10	CHECK NUMBER	92735	TOTALS	84000.00	.00	84000.00

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

90-3752
1211

92735

Pay: **********Eighty-four thousand dollars and no cents

DATE	CHECK NO.	AMOUNT
November 1, 2010	92735	$*****84,000.00

PAY TO THE ORDER OF

J.R. DANIELS COMMERCIAL
BUILDERS
1120 RENO AVENUE
MODESTO, CA 95351

⑈092735⑈ ⑆121137522⑆ 1891130252⑈

395479-6

JR Daniels Commercial Builders
dba Innovative Steel Structure
1305 10th St #A
Modesto CA 95354
209 545-6040
License: 687635

Contract Invoice

Invoice#: 136
Date: 09/23/2010

Billed To: Preston Pipelines
12687 S. Manthey Rd
Lathrop CA 95330

Project: Preston- Delta Water Supply
2500 Navy Dr
Stockon CA 95206

Due Date: 11/23/2010 **Terms:** 60DY **Order#**

Description	Amount
September Billing - Beams Completed	84,000.00

Notes:

PCMK	SIZE	LENGTH		8.75%	
A50	W 24X162	40-0	$14,177.47	$1,240.53	$15,418
A51	W 24X76	24-3 1/2	$ 4,038.62	$ 353.38	$4,392
B51	W 24X76	22-3 1/2	$ 3,705.75	$ 324.25	$4,030
A52	W 24X68	20-3 5/8	$ 3,018.85	$ 264.15	$3,283
B52	W 24X68	20-0 1/2	$ 2,975.63	$ 260.37	$3,236
B52	W 24X68	20-0 1/2	$ 2,975.63	$ 260.37	$3,236
C52	W 24X162	20-0 1/2	$ 7,087.82	$ 620.18	$7,708
A53	W 24X162	12-9 1/2	$ 4,548.05	$ 397.95	$4,946
B53	W 24X162	22-6 11/16	$ 8,001.84	$ 700.16	$8,702
A54	W 24X68	17-7 1/16	$ 2,616.09	$ 228.91	$2,845
B54	W 24X68	17-6 1/2	$ 2,170.12	$ 189.88	$2,360
A55	W 24X68	17-1 7/16	$ 2,552.64	$ 223.36	$2,776
B55	W 24X68	19-4 3/16	$ 2,876.32	$ 251.68	$3,128
C55	W 24X162	21-7	$ 7,647.82	$ 669.18	$8,317
A56	W 24X68	3-9	$ 558.16	$ 48.84	$607
B56	W 24X68	6-7	$ 980.23	$ 85.77	$1,066
	16-W14x90	3-0	$ 5,212.79	$ 457.21	$5,670.00
	32-Pl 6x1/2	1-10	$ 1,158.62	$ 101.38	$1,260.00
	16-L5x5x1/2	3-0	$ 937.93	$ 82.07	$1,020.00
			$ 77,241.38	$6,758.62	$84,000.00

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	84,000.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2010

PRODUCER
Omega Pacific Insurance Solutions
1165 Scenic Drive, Suite B
Modesto CA 95350

Phone: 209-338-5500 Fax: 209-338-5507

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
JR Daniels Steel
Innovative Structures
1120 Reno Ave
Modesto CA 95351

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: JAMES RIVER INSURANCE COMPANY	12203
INSURER B: SCOTTSDALE INSURANCE COMPANY	419297
INSURER C: GOLDEN EAGLE INSURANCE COMPANY	10836
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	00038937-1	07/08/2010	07/08/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	XLS0068449	07/08/2010	07/08/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C		OTHER BUSINESS PERSONAL PROPERTY (OF OTHERS) - DEDUCTIBLE: $2,500	CBP8494893	08/05/2010	08/05/2011	$145,000 (REPLACEMENT COST/SPECIAL-WITH THEFT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Stockton Municipal Utilities Dept. is listed as additional insured with respects to General Liability and Business Personal Property.
*10-day notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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PRESTON PIPELINES | Retention Escrows-North Co.13 | REPORT # 11
CO# 13 CN#21 BR# 7 | DATE 11-24-10
ESCROW STATUS | PAGE # 1

ESCROW NO 100210007 TOTAL ESCROW BALANCE 613,026.54
OPEN 02-05-10 CLOSE -------- STATUS OPEN OFFICER TRUST 613,026.54
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

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: 613,026.54

OPERATOR RLS757 DATE:11/24/2010 10:06:33 AM

FILE COPY

ATTN: ALAN
(Accounts Payable)
PROCESS AS EFT

Two Payments from
PO 163445:

Preston: $ 1,506,960

*Comerica: $ 167,440

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

Delta Water Supply Project
CITY OF STOCKTON

INTAKE AND PUMP STATION FACILITY
CONSTRUCTION CONTRACT
PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 12 to 9/30/10

Notes/Comments: Revised Rev'd 10/25/10

Name		Date Reviewed	Date Forwarded
Melissa Price		10/25/10	10/25/10
	Bond Req. No.	14	TBD
Comments:			
Mike Callahan		10/26/10	10/26/10
Comments:			
Bob Granberg		10/26/10	10/26/10
Comments:			
Support Staff	Invoice to BD & Copy to Preston File		

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$1,674,400	$4,455,865.36	$3,869,733.64
163446	$1,190,990.98	$	$	$

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: 12 PERIOD TO: 09/30/2010 CONTRACT FOR:	Distributed To: OWNER ✓ ARCHITECT CONTRACTOR FIELD OTHER
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:	CAROLLO ENGINEERS	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		$ 127,579.55 ✓
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,283,579.55
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,130,265.36
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 613,026.54	LESS PTD $445,586.54 = $167,440 to Comerica
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$ 613,026.54	
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)	$ 5,517,238.82	
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)	$ 4,010,278.82	
8. CURRENT PAYMENT DUE	$ 1,506,960.00	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 10,766,340.73	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 127,579.55	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTALS	$ 127,579.55	$ 0.00
NET CHANGE by Change Order	$ 127,579.55	

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:
By: _____ Date: 10/8/10
State of:
County of:
Subscribed and sworn before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTICATE 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.

FOR PRESTON

AMOUNT CERTIFIED ..... $ 1,506,960.00

(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:
By: _____ Date: 10/8/10
TIM KAPLSTRAND

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
10/26/10

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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: 12
APPLICATION DATE: 09/28/2010
PERIOD TO:09/30/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	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	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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

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14	Install Cofferdam - Front	55,000.00	55,000.00		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
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	930,000.00	70,000.00	0.00	1,000,000.00	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
20	Install Interior Sheets	950,000.00	475,000.00	0.00	0.00	475,000.00	50.00 %	475,000.00	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	0.00	498,750.00	0.00	498,750.00	35.00 %	926,250.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	150,000.00	210,000.00	0.00	360,000.00	36.00 %	640,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	81,000.00	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	21,000.00	7,000.00	0.00	28,000.00	80.00 %	7,000.00	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	30,000.00	6,000.00	0.00	36,000.00	90.00 %	4,000.00	0.00
34	Grading Phase 1	950,000.00	817,000.00	133,000.00	0.00	950,000.00	100.00 %	0.00	0.00
35	Grading Phase 2	800,000.00	0.00	680,000.00	0.00	680,000.00	85.00 %	120,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00

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37	Geotechnical Instrumentation	100,000.00	92,000.00	0.00	0.00	92,000.00	92.00 %	8,000.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
4	Permits	15,000.00	13,500.00	1,500.00	0.00	15,000.00	100.00 %	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
41	Submittals Intake Facility	50,000.00	47,500.00	0.00	0.00	47,500.00	95.00 %	2,500.00	0.00
42	Project Management	425,000.00	233,750.00	21,250.00	0.00	255,000.00	60.00 %	170,000.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	56,250.00	18,750.00	0.00	75,000.00	100.00 %	0.00	0.00
44	Office Trailer & Yard Services	50,000.00	5,000.00	2,500.00	0.00	7,500.00	15.00 %	42,500.00	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	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	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
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00

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59	ake - Fish Screen	100,000.00	0.00		0.00	0.00	0.00 %	100,000.00	0.00
6	SWPPP Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	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	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	29,750.00	0.00	0.00	29,750.00	85.00 %	5,250.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	25,000.00	0.00	25,000.00	50.00 %	25,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00

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8	Maintain SWPPP Materials	13,000.00	2,600.00	650.00	0.00	3,250.00	25.00 %	9,750.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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	0.00	0.00	0.00	0.00	0.00 %	300,000.00	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	0.00	0.00	0.00	0.00	0.00 %	-28,152.00	0.00

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COR # 2	CP: Driven Steel Pile Wall Thickness(CCO#6)	-149,028.25	0.00	0.00	0.00	0.00	0.00 %	-149,028.25	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
	GRAND TOTAL	$ 16,283,579.55	$ 4,455,865.36	$ 1,674,400.00	$ 0.00	$ 6,130,265.36	37.65 %	$ 10,153,314.19	$ 0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Preston Pipelines Progress Payment #12 - September 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #12 - September 2010	Submitted : Status: Draft
Contract: M09110 Contractor: Preston Pipelines, Inc. Purchase Order: 163445 & 163446	
Created By: Preston Pipelines, Inc., Steve Dunn Created: 09/28/2010	

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
in the sum of
(AMOUNT OF CHECK): 1,506,960.00
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 Intake Project
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): 09/30/2010
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.

Files

09-099 Billing #12 September 2010 EADOC 09.28.10.pdf 959.24K

Signed: Marite Emery, Marite Emery, Director Finance 9/30/10			
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) # 7	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project

Preston Pipelines Progress Payment #11 - August 2010		Submitted:	09/28/2010
Contract:	M09110	Submitted To:	Tim Karlstrand
Contractor:	Preston Pipelines, Inc.	Status:	Pending
Purchase Order:	163445 & 163446	Priority:	Low
Created By:	Preston Pipelines, Inc., Steve Dunn		
Created:	09/28/2010		

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 1,265,715.00
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 Intake Project
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): 08/31/2010
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 # 11.2	Preston Pipelines Progress Payment #11 August 2010	Draft
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Preston Pipelines Progress Payment #11 - August 2010	Preston Pipelines Progress Payment #11 - August 2010	Closed Approved

Files

09-099 Billing #11.1 August 2010 AIA Doc 09.10.10.pdf	1.1M

Signed: Marite Emery	Marite Emery	Finance Director	10/7/10
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.

PRESTON PIPELINES

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

REPORT # 11
DATE 10-22-10
PAGE # 1

ESCROW NO 100210007 — TOTAL ESCROW BALANCE 445,586.54
OPEN 02-05-10 CLOSE -------- STATUS OPEN — OFFICER — TRUST 445,586.54
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

'AVINGS INST 2 - INTEREST ACCT#1 OPEN -------- CLOSE 03-25-10

ROC 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: 445,586.54

OPERATOR rcb213 DATE:10/22/2010 5:09:16 PM

RIDER

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: _____ ~~Geraldine F.~~ Malloy
(Principal) Vice President

SAFECO INSURANCE COMPANY OF AMERICA
(Surety)

By: _____
Jeanette Conley , Attorney-in-Fact

POWER
OF ATTORNEY

KNOW ALL BY THESE PRESENTS: No. 10947

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

Dexter R. Legg, Secretary

T A Mikolajewski

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.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Dexter R. Legg

Dexter R. Legg, Secretary

S-0974/DS 3/09

WEB PDF

STATE OF CALIFORNIA }
} ss.
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.

C. REYNOLDS
Commission # 1700333
Notary Public - California
Alameda County
My Comm. Expires Oct 22, 2010

(Seal)

C. Reynolds, Notary Public - California

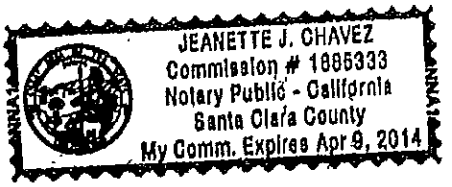
Description of Attached Document:

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

State of California
County of Santa Clara

On June 24, 2010 before me, Jeanette J. Chavez, Notary Public,
personally appeared Geraldine F. Malloy

[X] who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authoized 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 OF NOTARY

My Commission Expires: April 9, 2014

OPTIONAL

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/27/2010

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY	PHONE (A/C, No, Ext)	COMPANY
Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101 Attn: David Wilkins J20301--PIM-09-10		Hartford Fire Insurance Co
FAX (A/C, No)	E-MAIL ADDRESS	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		

INSURED	LOAN NUMBER	POLICY NUMBER
Keep on Trucking Company, LLC dba Keep on Trucking P.O. Box 3209 Rancho Cucamonga, CA 91729-3209		72UUMUM7063
	EFFECTIVE DATE: 10/28/2009	EXPIRATION DATE: 10/28/2010 ☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Cargo - Per Conveyance	150,000	2,500
Warehousemen Legal Liability at Stockton	2,000,000	2,500

REMARKS (Including Special Conditions)

Certificate holder is included as a loss payee with respect to materials stored at Rough & Ready Island location.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST SEA-001593536-04

NAME AND ADDRESS				
City of Stockton Municipal Utilities Department 2500 Navy Drive Stockton, CA 95206	☐	MORTGAGEE	☐	ADDITIONAL INSURED
	X	LOSS PAYEE		
	LOAN #			
	AUTHORIZED REPRESENTATIVE of Marsh USA Risk & Insurance Services BY: David G. Wilkins			

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Preston Pipelines
09-099 DWSP Intake Pump Station
Roll Form Sheet Invoice Info - Does Not Include Crackstopper Sheets
Updated 9/30/10

INVOICE #	INVOICE DATE	SHEET TYPE	QUANTITY	LF	WIDTH	TOTAL SF	UNIT $	TOTAL INVOICE	8.75% TAX	TOTAL W. TAX	TRUCKING LOCATION	PRESTON CK #
IN506173	5/19/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	CV FAB MANTECA	90485
IN506207	5/21/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	KOT STOCKTON	90485
IN506412	6/3/2010	JZ 120	39	58	2.20834	4,995.27	$ 16.00	$ 79,924.00	$ 6,993.35	$ 86,917.35	KOT STOCKTON	90530
IN506412	6/3/2010	JZ 120 CORNER	1	58	2.20834	128.08	$ 16.00	$ 3,499.14	$ 306.17	$ 3,805.31	KOT STOCKTON	90530
IN506403	6/2/2010	JZ 127	40	61	2.20834	5,388.35	$ 17.05	$ 91,871.08	$ 8,038.72	$ 99,909.80	KOT STOCKTON	90530
IN506297	5/26/2010	JZ 127	38	61	2.20834	5,118.93	$ 17.05	$ 87,277.53	$ 7,636.78	$ 94,914.31	KOT STOCKTON	90485
IN506404	6/2/2010	JZ 127	40	61	2.20834	5,388.35	$ 17.05	$ 91,871.08	$ 8,038.72	$ 99,909.80	KOT STOCKTON	90530
IN506206	5/21/2010	JZ 127	39	61	2.20834	5,253.64	$ 17.05	$ 89,574.31	$ 7,837.75	$ 97,412.06	KOT STOCKTON	90485
TOTAL ROLL FORM SHEETS		-	285	476		37,543.99		$ 624,358.48	$ 54,631.37	$ 678,989.85		
IN506173	5/19/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	CV FAB MANTECA	90485
TOTAL TO BE PAID IN JULY AT KOT								$ 534,187.81	$ 46,741.43	$ 580,929.24	KOT STOCKTON	
AUGUST INVOICES												
IN506954	7/30/2010	Misc						$ 411,188.49	$ 35,978.99	$ 447,167.48	KOT STOCKTON	91416
IN506932	7/29/2010	JZ 120	-42	58	2.20834	(5,379.52)	$ 16.00	$ (86,072.00)	$ (7,531.30)	$ (93,603.30)	KOT STOCKTON	91416
TOTAL TO BE PAID IN AUGUST AT KOT OR JOB								$ 325,116.49	$ 28,447.69	$ 353,564.18	KOT STOCKTON	
TOTAL ROLL FORM INVOICED TO THRU SEPTEMBER FOR PAYMENT FROM KOT & CV FAB								$ 1,039,645.64	$ 90,968.99	$ 1,130,614.63		
NATIONAL PIPE & PILE												
21927	3/23/2010		2	150						$ 12,892.48		90301
22052	8/19/2010		27	2,133						$ 124,127.27		91470
22074	9/15/2010		176	10,545						$ 602,053.59	SEPT BILLING	91846
TOTAL NATIONAL PIPE										$ 739,073.34	AT KOT STKN	
BILCO INVOICES												
INV 798707	8/13/2010	HATCH						$ -	$ -	$ 2,622.28	PRESTON LATHROP	91769
TOTAL TO BE PAID IN SEPTEMBER BILCO								$ -	$ -	$ 2,622.28	SEPT BILLING	
TOTAL ROLL FORM, NATIONAL PIPE & BILCO THRU SEPTEMBER 2010										$ 1,872,310.25		

TOTAL SEPT BILLING
$604,675.87

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

91846

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
9-15-10	22074		602053.59	.00	602053.59
CHECK DATE 9-16-10	CHECK NUMBER 91846	TOTALS	602053.59	.00	602053.59

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

90-3752
1211

91846

Pay: ****************Six hundred two thousand fifty-three dollars and 59 cents

DATE	CHECK NO.	AMOUNT
September 16, 2010	91846	$****602,053.59

PAY TO THE ORDER OF

NATIONAL PIPE & PILING, INC.
2044 6TH AVENUE
TACOMA, WA 98403-1045

⑈091846⑈ ⑆121137522⑆ 1891130252⑈

593479-6

NATIONAL PIPE & PILING, INC.
2044 6th AVENUE • TACOMA, WA 98403-1045
(253) 274-9800 • (800) 628-7473 • FAX (253) 627-7473

Invoice

DATE	INVOICE #
09/15/10	22074

BILL TO:

Preston Pipelines, Inc.
133 Bothelo Ave
Milpitas CA 95035

SHIP TO:

Preston Pipelines, Inc.
c/o Jobsite
Delta Water Supply Project
Stockton CA

09-099
$891.01

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
09-099	Net 30	BRC	09/27/10	Truck	SP-FA	22074/565B-2

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		FINAL BILLING FOR MATERIALS		
10545	lft	24" O.D. x .500 wall (125.61 #/lf) spiral weld steel pipe, ASTM A-252, Grade 3, (50 KSI), to consist of: 17 pieces @ 80' in length 4 pieces @ 73' in length 38 pieces @ 72' in length 12 pieces @ 71' in length 6 pieces @ 61' in length 88 pieces @ 50' in length 11 pieces @ 49' in length	52.50	553,612.50T
		176 Pieces (60' Avg.		
		*** ADDITIONAL FREIGHT COSTS TO BE INVOICED AT TIME OF SHIPMENT***		
		Sales Tax, San Joaquin Co.	8.75%	48,441.09

Certified Mill Test Reports enclosed

TOTAL $602,053.59

READ CAREFULLY - ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. The sale of goods listed above is subject to the Terms and Conditions set forth on the back of this document. If you have not received the goods, you must notify NPP immediately. If you have signed a Credit Application and/or Personal Guaranty, you have agreed that any purchase of goods from NPP will be subject to the Terms and Conditions set forth on the reverse side of this invoice.

597059 (6/10)

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

91769

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
8-13-10	798707		2622.28	.00	2622.28

CHECK DATE	9-16-10	CHECK NUMBER	91769	TOTALS	2622.28	.00	2622.28

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367860
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

90-3752
1211

91769

Pay: **********Two thousand six hundred twenty-two dollars and 28 cents

DATE	CHECK NO.	AMOUNT
September 16, 2010	91769	$******2,622.28

PAY TO THE ORDER OF

THE BILCO COMPANY
P.O. BOX 1203
NEW HAVEN, CT 06505-1203

⑈091769⑈ ⑆121137522⑆ 1894130252⑈

B3547-6

INVOICE

Bilco

Preston Pipelines, Inc.

AUG 1 6 2010

Received

INVOICE NUMBER	798707
INVOICE DATE	08/13/10
PAY BY	09/12/10

SOLD TO

PRESTON PIPELINES INC
133 BOTHELO AVE

MILPITAS CA 95035-5325

SHIP TO

PRESTON PIPELINE
DELTA WATER SUPPLY
12687 S MANTHEY RD
LATHROP CA 95330

CUST NO	P/O NUMBER	ENTERED	SHIPPED VIA	SHIPPING TERMS	ORDER NO
504875	JOB# 09-099	08/11/10	A.B.F.	PP+	505989

SALES REPRESENTATIVE C017 COLLIER BUILDING SPECIALT

100
0

QTY.	PRODUCT CODE	DESCRIPTION	WHSE	UNIT PRICE	AMOUNT
1	0JD255005	MODEL # JD-2ALH20 JD-2ALH20 4'0"X4'0" FREIGHT SALES TAX @8.75%/95330	002	2185.00	2185.00 246.09 191.19
				TOTAL USD	2622.28

POSTED
AUG 18 2010
PRESTON PIPELINES, INC.

11480
09099
11
BY
DISC. A
DUE DATE 9/9/10

SD

The Bilco Company, The World Leader in the Manufacture of
Roof Hatches • Fire Vents • Floor Vaults & Sidewalk Doors • Basement Doors • ScapeWEL® Window Wells

P.O. Box 1203, New Haven Connecticut, U.S.A. 06505 Phone: (203) 934-6363 FAX: (203) 933-8478 Internet: www.bilco.com e-mail:bilco@bilco.com 37 Water Street, West Haven, Connecticut, U.S.A. 06516

Tear Off This Stub And Return With Check Payable To:

Remittance Address Only	THE BILCO COMPANY P.O. BOX 845668 BOSTON, MA 02284-5668	INV NO	504875-798707
		INV DATE	08/13/10
		INV AMOUNT	2622.28
CUST NO 504875	CUST NAME PRESTON PIPELINES INC	AMOUNT PAID	

ALL RETURNS MUST BE AUTHORIZED AND RETURNED TO BILCO WITHIN 45 DAYS OF INVOICE DATE

FILE COPY

Two Payments from
PO 163445:

Preston: $ 1,265,715 –

*Comerica: $ 140,635 –

ATTN: ALAN
(Accounts Payable)
PROCESS AS EFT

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

Delta Water Supply Project
CITY OF STOCKTON

INTAKE AND PUMP STATION FACILITY
CONSTRUCTION CONTRACT
PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 11

Notes/Comments: to 8/31/10

Name		Date Reviewed	Date Forwarded
MP **Melissa Price**		9-18-10	9-18-10
	Bond Req. No.	13	9-18-10
Comments:			
MC **Mike Callahan**		Rec 9/20/10 9/20/10	9/20/10
Comments:			
BG **Bob Granberg**		9/27/10	9/27/10
Comments:			
Support Staff	Invoice to BD & Copy to Preston File	MP	9-27-10

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$1,406,350	$3,049,515.36	$5,544,133.64
163446	$1,190,990.98	$	$	$

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: 11 PERIOD TO: 08/31/2010 CONTRACT FOR:	Distributed To: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:		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		$ 127,579.55
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,283,579.55
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 4,455,865.36
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 445,586.54	
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 445,586.54
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 4,010,278.82
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 2,744,563.82
8. CURRENT PAYMENT DUE		$ 1,265,715.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 12,273,300.73

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 127,579.55	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTALS	$ 127,579.55	$ 0.00
NET CHANGE by Change Order	$ 127,579.55	

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
By: Date: 9/10/10
State of:
County of:
Subscribed and sworn before me this day of
Notary Public:
My Commission expires:

Loss PTD $304,951.54 = $140,635 to Comerica

To Preston

ARCHITECT'S CERTICATE 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 $ 1,265,715.00

(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:
By: Date: 9/10/10
TIM KARLSTRAND

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

O.K. to Pay
9/27/10

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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: 11
APPLICATION DATE: 09/10/2010
PERIOD TO:08/31/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	13,500.00	0.00	0.00	13,500.00	90.00 %	1,500.00	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	26,250.00	3,500.00	0.00	29,750.00	85.00 %	5,250.00	0.00
8	Maintain SWPPP Materials	13,000.00	0.00	2,600.00	0.00	2,600.00	20.00 %	10,400.00	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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	55,000.00	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

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16	mittals/Engineering Sheet Piling	25,000.00	25,000.00		0.00	25,000.00	100.00 %	0.00	0.00
17	Mobilization Sheet Piling	25,000.00	0.00	25,000.00	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	580,000.00	350,000.00	0.00	930,000.00	93.00 %	70,000.00	0.00
20	Install Interior Sheets	950,000.00	0.00	475,000.00	0.00	475,000.00	50.00 %	475,000.00	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	0.00	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	1,425,000.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	0.00	150,000.00	0.00	150,000.00	15.00 %	850,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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	17,500.00	3,500.00	0.00	21,000.00	60.00 %	14,000.00	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	22,000.00	8,000.00	0.00	30,000.00	75.00 %	10,000.00	0.00
34	Grading Phase 1	950,000.00	532,000.00	285,000.00	0.00	817,000.00	86.00 %	133,000.00	0.00
35	Grading Phase 2	800,000.00	0.00	0.00	0.00	0.00	0.00 %	800,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
37	Geotechnical Instrumentation	100,000.00	92,000.00	0.00	0.00	92,000.00	92.00 %	8,000.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
39	Aggregate Base	70,000.00	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 %	70,000.00	0.00

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41	Submittals Intake Facility	50,000.00	47,500.00	0.00	0.00	47,500.00	95.00 %	2,500.00	0.00
42	Project Management	425,000.00	212,500.00	21,250.00	0.00	233,750.00	55.00 %	191,250.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	56,250.00	0.00	0.00	56,250.00	75.00 %	18,750.00	0.00
44	Office Trailer & Yard Services	50,000.00	2,500.00	2,500.00	0.00	5,000.00	10.00 %	45,000.00	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	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	0.00
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
59	Intake - Fish Screen	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	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	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00

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64	Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00

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88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
90	Building - Electrical Under Slab Rough In	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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	0.00	0.00	0.00	0.00	0.00 %	300,000.00	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	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	0.00	0.00	0.00	0.00	0.00 %	10,000.00	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 #	DC #1 Geo-Technical (CCO#3)	70,001.24	70,001.24	0.00	0.00	70,001.24	100.00 %	0.00	0.00

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6	rumentation Changes								
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 # 4	Stop Logs(CCO#2)	-46,755.56	0.00	0.00	0.00	0.00	0.00 %	-46,755.56	0.00
COR # 2	VECP: Driven Steel Pile Wall Thickness (CCO#6)	-149,028.25	0.00	0.00	0.00	0.00	0.00 %	-149,028.25	0.00
COR # 1	Biological Monitor and Aquatic Salvage(CCO#4)	-28,152.00	0.00	0.00	0.00	0.00	0.00 %	-28,152.00	0.00
	GRAND TOTAL	$ 16,283,579.55	$ 3,049,515.36	$ 1,406,350.00	$ 0.00	$ 4,455,865.36	27.36 %	$ 11,827,714.19	$ 0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Preston Pipelines Progress Payment #11 - August 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #11 - August 2010		Submitted:	09/09/2010
Contract:	M09110	Submitted To:	Tim Karlstrand
Contractor:	Preston Pipelines, Inc.	Status:	Pending
Purchase Order:	163445 & 163446	Priority:	High
Created By:	Preston Pipelines, Inc., Steve Dunn		
Created:	09/09/2010		

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
in the sum of
(AMOUNT OF CHECK): 1,265,715.00
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 Intake Project
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): 08/31/2010
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.

Files

09-099 Billing #11 August 2010 EADOC 09.09.10.pdf	1.0M

Signed: Maria Mendez, Maria Ereay, Finance Director 9/10/10			
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) # 6	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project

Preston Pipelines Progress Payment #10 - July 2010		Submitted :	09/09/2010
Contract:	M09110	Submitted To:	Tim Karlstrand
Contractor:	Preston Pipelines, Inc.	Status:	Pending
Purchase Order:	163445 & 163446	Priority:	Low
Created By:	Preston Pipelines, Inc., Steve Dunn		
Created:	09/09/2010		

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 662,850.00
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 Intake Project
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): 08/31/2010
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 # 10.1	Preston Pipelines Progress Pay Estimate #10 - July 2010 REV 8/10/10	Pending Approved
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Preston Pipelines Progress Payment #10 - July Revised 8/10/10	Preston Pipelines Progress Payment #10 - July Revised 8/10/10	Closed Approved

Signed:	John R. Soares	CFO	9/9/10
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.

Comerica Bank
Special Corporate Financial Services
Two Embarcadero Center, Suite 300
San Francisco, CA 94111

Via Email Only – Original Will Not Follow

August 31, 2010

City of Stockton
Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206
Attn: Melissa Price
melissa.price@ci.stockton.ca.us

RE: Escrow #10021-0007RET

Dear Melissa,

Please be advised that we have received the amount of $73,650.00 for deposit into the above referenced escrow account. Enclosed please find a copy of payment and a copy of the Escrow Status Report for your record.

The retention escrow balance is now $304,951.54.

If you should have any questions, please feel free to contact us at 800-710-8597.

Best regards,

Nikki Charles
Relationship Specialist
nlcharles@comerica.com

cc: Preston Pipelines.
Attn: Denise Spaman
Contract Administrator
dspaman@prestonpipelines.com

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:
Aug 25, 2010

Payment Number:
0000032

Payment Amount:
73,650.00

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
10RET	73,650.00	0.00	0.00	163445	M09110

PRESTON PIPELINES

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

REPORT # 11
DATE 08-31-10
PAGE # 1

ESCROW NO 100210007 — TOTAL ESCROW BALANCE 304,951.54
OPEN 02-05-10 CLOSE -------- STATUS OPEN — OFFICER TRUST 304,951.54
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

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: 304,951.54

OPERATOR NLC866 DATE:08/31/2010 11:00:36 AM

RIDER

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: _____ Geraldine F. Malloy
(Principal) Vice President

SAFECO INSURANCE COMPANY OF AMERICA
(Surety)

By: _____
Jeanette Conley , Attorney-in-Fact

POWER
OF ATTORNEY

KNOW ALL BY THESE PRESENTS: No. 10947

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, 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.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Dexter R. Legg, Secretary

STATE OF CALIFORNIA }
} ss.
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.

C. REYNOLDS
Commission # 1700333
Notary Public - California
Alameda County
My Comm. Expires Oct 22, 2010

(Seal)

C. Reynolds, Notary Public - California

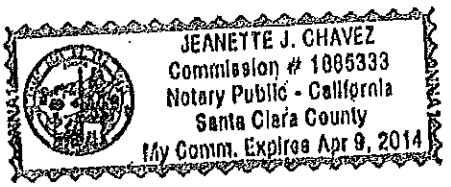
Description of Attached Document:

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

State of California
County of Santa Clara

On June 24, 2010 before me, Jeanette J. Chavez, Notary Public,
personally appeared Geraldine F. Malloy

[X] who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authoized 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 OF NOTARY

My Commission Expires: April 9, 2014

OPTIONAL

ACORD™

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/27/2010

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101 Attn: David Wilkins J20301--PIM-09-10	COMPANY Hartford Fire Insurance Co
PHONE (A/C, No, Ext)	
FAX (A/C, No) / E-MAIL ADDRESS	
CODE: / SUB CODE:	
AGENCY CUSTOMER ID #:	
INSURED Keep on Trucking Company, LLC dba Keep on Trucking P.O. Box 3209 Rancho Cucamonga, CA 91729-3209	LOAN NUMBER / POLICY NUMBER: 72UUMUM7069 EFFECTIVE DATE: 10/28/2009 / EXPIRATION DATE: 10/28/2010 / ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Cargo - Per Conveyance	150,000	2,500
Warehousemen Legal Liability at Stockton	2,000,000	2,500

REMARKS (Including Special Conditions)

Certificate holder is included as a loss payee with respect to materials stored at Rough & Ready Island location.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST SEA-001593536-04

NAME AND ADDRESS City of Stockton Municipal Utilities Department 2500 Navy Drive Stockton, CA 95206	☐ MORTGAGEE X LOSS PAYEE ☐ ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE of Marsh USA Risk & Insurance Services BY: David G. Wilkins

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Preston Pipelines
09-099 DWSP Intake Pump Station
Roll Form Sheet Invoice Info
Updated 8/3/10

INVOICE #	INVOICE DATE	SHEET TYPE	QUANTITY	LF	WIDTH	TOTAL SF	UNIT $	TOTAL INVOICE	8.75% TAX	TOTAL W. TAX	TRUCKING LOCATION	PRESTON CK #
IN506173	5/19/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	CV FAB MANTECA	90485
IN506207	5/21/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	KOT STOCKTON	90485
IN506412	6/3/2010	JZ 120	39	58	2.20834	4,995.27	$ 16.00	$ 79,924.00	$ 6,993.35	$ 86,917.35	KOT STOCKTON	90530
IN506412	6/3/2010	JZ 120 CORNER	1	58	2.20834	128.08	$ 16.00	$ 3,499.14	$ 306.17	$ 3,805.31	KOT STOCKTON	90530
IN506403	6/2/2010	JZ 127	40	61	2.20834	5,388.35	$ 17.05	$ 91,871.08	$ 8,038.72	$ 99,909.80	KOT STOCKTON	90530
IN506297	5/26/2010	JZ 127	38	61	2.20834	5,118.93	$ 17.05	$ 87,277.53	$ 7,636.78	$ 94,914.31	KOT STOCKTON	90485
IN506404	6/2/2010	JZ 127	40	61	2.20834	5,388.35	$ 17.05	$ 91,871.08	$ 8,038.72	$ 99,909.80	KOT STOCKTON	90530
IN506206	5/21/2010	JZ 127	39	61	2.20834	5,253.64	$ 17.05	$ 89,574.31	$ 7,837.75	$ 97,412.06	KOT STOCKTON	90485
TOTAL ROLL FORM SHEETS			285	476		37,543.99		$ 624,358.48	$ 54,631.37	$ 678,989.85		
IN506173	5/19/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	CV FAB MANTECA	90485
TOTAL TO BE PAID IN JULY AT KOT								$ 534,187.81	$ 46,741.43	$ 580,929.24	KOT STOCKTON	
AUGUST INVOICES												
IN506954	7/30/2010	Misc						$ 411,188.49	$ 35,978.99	$ 447,167.48	KOT STOCKTON	91416
IN506932	7/29/2010	JZ 120	-42	58	2.20834	(5,379.52)	$ 16.00	$ (86,072.00)	$ (7,531.30)	$ (93,603.30)	KOT STOCKTON	91416
TOTAL TO BE PAID IN AUGUST AT KOT OR JOB								$ 325,116.49	$ 28,447.69	$ 353,564.18	KOT STOCKTON	
TOTAL INVOICED TO THRU JULY/AUGUST FOR PAYMENT FROM KOT & CV FAB								$ 1,039,645.64	$ 90,968.99	$ 1,130,614.63		
NATIONAL PIPE & PILE												
21927	3/23/2010		2	160						$ 12,892.48		90301
22052	8/19/2010		27	2,133.00						$ 124,127.27		91470
TOTAL NATIONAL PIPE										$ 137,019.75		
TOTAL NATIONAL PIPE & ROLL FORM										$ 1,267,634.38		

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

91470

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
8-19-10	22052		124127.27	.00	124127.27

CHECK DATE	8-31-10	CHECK NUMBER	91470	TOTALS	124127.27	.00	124127.27

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

90-3752
1211

91470

Pay: ***********************************124* thousand *127* dollars and 27 cents

DATE	CHECK NO.	AMOUNT
August 31, 2010	91470	$****124,127.27

PAY TO THE ORDER OF

NATIONAL PIPE & PILING, INC.
2044 6TH AVENUE
TACOMA, WA 98403-1045

⑈091470⑈ ⑆121137522⑆ 1891130252⑈

NATIONAL PIPE & PILING, INC.
2044 6th AVENUE • TACOMA, WA 98403-1045
(253) 274-9800 • (800) 628-7473 • FAX (253) 627-7473

Preston Pipelines, Inc.
AUG 23 2010
Received

Invoice

DATE	INVOICE #
08/19/10	22052

BILL TO:

Preston Pipelines, Inc.
133 Bothelo Ave
Milpitas CA 95035

SHIP TO:

Preston Pipelines, Inc.
c/o Jobsite
Delta Water Supply Project
Stockton CA

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
09-099	Net 30	BRC	08/02/10	Truck	SP-FA	22052/565B-1

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		PROGRESS BILLING FOR MATERIAL SHIPPED TO DATE		
33	lft	24" O.D. x .500 wall (125.61 #/lf) spiral weld steel pipe, ASTM A-252, Grade 3 (50 KSI), to consist of: 24 pieces @ 80' in length 3 pieces @ 71' in length	52.50	111,982.50T
2,133	lft	Prepaid truck freight charges	1.10	2,346.30
		Sales Tax, San Joaquin Co.	8.75%	9,798.47

Delivered to SJOB
Beginning as August

AUG 26 2010
PRESTON PIPELINES, INC

SUPPLIER # 23104
JOB # 09099
ACCT. # 11
CODE # 891.01
DISC. AMT.
DUE DATE 9/23/10

8/5

Certified Mill Test Reports enclosed

TOTAL $124,127.27

SD

READ CAREFULLY - ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. The sale of goods listed above is subject to the Terms and Conditions set forth on the back of this document. If you have not received the goods, you must notify NPP immediately. If you have signed a Credit Application and/or Personal Guaranty, you have agreed that any purchase of goods from NPP will be subject to the Terms and Conditions set forth on the reverse side of this invoice.

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

91416

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
7-29-10	506932		86072.00-	.00	86072.00-
7-30-10	506954		411188.49	.00	411188.49

CHECK DATE	8-26-10	CHECK NUMBER	91416	TOTALS	325116.49	.00	325116.49

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

90-3752
1211

91416

Pay: **********325* thousand *116* dollars and 49 cents

DATE	CHECK NO.	AMOUNT
August 26, 2010	91416	$****325,116.49

PAY TO THE ORDER OF

ROLL FORM GROUP
P.O. BOX 671258
DALLAS, TX 75267-1258

⑈091416⑈ ⑆121137522⑆ 1891130252⑈

293-79-6

Roll Form Group

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston Pipelines, Inc.

AUG 05 2010

Received

INVOICE NO.

IN506954

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	7/30/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
7/30/2010	ORIGIN	P & C - RAIL	BL504058	PS507508	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
4	Part ID: 179998 DESCRIPTION OF PRODUCT: 3 PCS --- JZ-120 BY 58 FEET LONG TO BE FABRICATED INTO CORNERS. MATERIAL COST IS IN LINE 2.	$25.00	EA	174.000	$4,350.00
5	Part ID: FRT-LOAD-HC FREIGHT EXTRA - HEAVY CONSTRUCTION FREIGHT FOR THE JZ-127 BY 61 FOOT LENGTHS	$7.00	CWT	7,403.021	$51,821.15
6	Part ID: 179999 DESCRIPTION OF PRODUCT: 42 PIECES --- JZ-120.29 PLATE STIFFENED SHEET PILES BY 58 FEET LONG	$6,148.57	EA	42.000	$258,239.94
7	Part ID: 170616 # PIECES: 4 LENGTH: 72.00 UM: LFT WIDE FLANGE BEAM W36 X 160 HR	$180.95	LFT	288.000	$52,113.60
8	Part ID: FRT-LOAD-HC FREIGHT EXTRA - HEAVY CONSTRUCTION FREIGHT CHARGES FOR THE JZ-120 MATERIAL	$7.50		5,421.840	$40,663.80
9	Part ID: 179999 DESCRIPTION OF PRODUCT: FOR 8 UNITS OF ADEKA SEALANT	$500.00	EA	8.000	$4,000.00

POSTED

AUG 10 2010

PRESTON PIPELINES, INC.

SUB TOTAL (US $):	$411,188.49
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$411,188.49

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

TAX by PRESTON

Please remit payment to:

Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267-1258

HOLD payment
This note is
Rel. SD

27570
09099
8/11/
8/26/10
8/11/

Roll Form Group
a subsidiary of SEQUEL MANUFACTURING, INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Pr... on Pipelines, Inc.

AUG 12 2010

Received

INVOICE NO.
IN506932

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	7/29/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
7/29/2010	ORIGIN	P & C - RAIL		PS507472	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
2	Part ID: 240008 # PIECES: -42 LENGTH: 58.00 UM: LFT JZ120 PILING HR .472 NOM THICK	$16.00	SFT	-5,379.500	($86,072.00)

SUB TOTAL (US $):	($86,072.00)
	$0.00
	$0.00
TOTAL AMOUNT DUE:	($86,072.00)

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD

REPORT # 27510
JOB # 09099
ALST. # 11
CODE # 891.01
DISC. AMT.
DUE DATE 8/26/10

POSTED
AUG 13 2010
PRESTON PIPELINES, INC.

8/16

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267-1258

FILE COPY

Two Payments from
PO 163445:

Preston: $ 662,850

*Comerica: $ 73,650

*Vendor # 110815
Remittance advice must reference
Escrow # 10021-0007RET

ATTN: ALAN
(Accounts Payable)
PROCESS AS EFT

Delta Water Supply Project
CITY OF STOCKTON

INTAKE AND PUMP STATION FACILITY
CONSTRUCTION CONTRACT
PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 10 to 7/31/10

Notes/Comments: Revid 8/12/10

Name		Date Reviewed	Date Forwarded
Melissa Price		8-18-10	8-18-10
	Bond Req. No.	12	
Comments:			
Mike Callahan		8/19/10	8/19/10
Comments:			
Bob Granberg		8/20/10	8/20/10
Comments:			
Support Staff	Invoice to BD & Copy to Preston File		

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$736,500	$2,313,015.36	$6,950,483.64
163446	$1,190,990.98	$	$	$

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: 10 PERIOD TO: 07/31/2010 CONTRACT FOR:	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:	CAROLLO ENGINEERS	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		$ 276,607.80
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,432,607.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 3,049,515.36
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 304,951.54	
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 304,951.54
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 2,744,563.82
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 2,081,713.82
8. CURRENT PAYMENT DUE		$ 662,850.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 13,688,043.98	to Preston

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 276,607.80	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTALS	$ 276,607.80	$ 0.00
NET CHANGE by Change Order	$ 276,607.80	

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:
By: Date: 8/10/10
State of:
County of:
Subscribed and sworn before me this day of
Notary Public:
My Commission expires:

less PTD $231,301.54 = $73,650 to Comerica

ARCHITECT'S CERTICATE 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 $ 662,850.00

(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:
By: Date: 8/12/10
TIM KARLSTRAND

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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O.K. to Pay

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: 10
APPLICATION DATE: 08/04/2010
PERIOD TO:07/31/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	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	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	5,000.00	0.00	5,000.00	100.00 %	0.00	0.00

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14	Install Cofferdam - Front	55,000.00	0.00	0.00	0.00	0.00	0.00 %	55,000.00	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
17	Mobilization Sheet Piling	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	490,000.00	10,000.00	0.00	500,000.00	100.00 %	0.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	0.00	580,000.00	0.00	580,000.00	58.00 %	420,000.00	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
20	Install Interior Sheets	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	1,425,000.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	81,000.00	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	17,500.00	0.00	0.00	17,500.00	50.00 %	17,500.00	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	18,000.00	4,000.00	0.00	22,000.00	55.00 %	18,000.00	0.00
34	Grading Phase 1	950,000.00	437,000.00	95,000.00	0.00	532,000.00	56.00 %	418,000.00	0.00
35	Grading Phase 2	800,000.00	0.00	0.00	0.00	0.00	0.00 %	800,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00

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37	Geotechnical Instrumentation	100,000.00	92,000.00	0.00	0.00	92,000.00	92.00 %	8,000.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
4	Permits	15,000.00	13,500.00	0.00	0.00	13,500.00	90.00 %	1,500.00	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	47,500.00	0.00	0.00	47,500.00	95.00 %	2,500.00	0.00
42	Project Management	425,000.00	191,250.00	21,250.00	0.00	212,500.00	50.00 %	212,500.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	37,500.00	18,750.00	0.00	56,250.00	75.00 %	18,750.00	0.00
44	Office Trailer & Yard Services	50,000.00	0.00	2,500.00	0.00	2,500.00	5.00 %	47,500.00	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	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	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
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00

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59	Intake - Fish Screen	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
6	SWPPP Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	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	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	26,250.00	0.00	0.00	26,250.00	75.00 %	8,750.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00

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8	Maintain SWPPP Materials	13,000.00	0.00	0.00	0.00	0.00	0.00 %	13,000.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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	0.00	0.00	0.00	0.00	0.00 %	300,000.00	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	-28,152.00	0.00	0.00	0.00	0.00	0.00 %	-28,152.00	0.00

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COR # 4	Stop [illegible]	-46,755.56	0.00	0.00	0.00	0.00	0.00 %	-46,755.56	0.00
COR # 5	Groundwater Testing	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	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	269,769.82	269,769.82	0.00	0.00	269,769.82	100.00 %	0.00	0.00
	GRAND TOTAL	$ 16,432,607.80	$ 2,313,015.36	$ 736,500.00	$ 0.00	$ 3,049,515.36	18.56 %	$ 13,383,092.44	$ 0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Preston Pipelines Progress Payment #10 - July Revised 8/10/10	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #10 - July Revised 8/10/10		Submitted :
Contract:	M09110	Status: Draft
Contractor:	Preston Pipelines, Inc.	
Purchase Order:	163445 & 163446	
Created By:	Preston Pipelines, Inc., Steve Dunn	
Created:	08/10/2010	

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
In the sum of
(AMOUNT OF CHECK): 662,850.00
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 Intake Project
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): 07/31/2010
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.

Files

09-099 Billing #10 July 2010 EADOC REV 08.10.10.xls	414.50K

Signed:	Marite Emery, Finance Director	07-31-10
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.

RIDER

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: Geraldine F. Malloy
(Principal) Vice President

SAFECO INSURANCE COMPANY OF AMERICA
(Surety)

By: Jeanette Conley
Jeanette Conley , Attorney-in-Fact

POWER
OF ATTORNEY

KNOW ALL BY THESE PRESENTS: No. 10947

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, Secretary

T A Mikolajewski

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.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Dexter R. Legg

Dexter R. Legg, Secretary

STATE OF CALIFORNIA }
} ss.
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.

C. REYNOLDS
Commission # 1700333
Notary Public - California
Alameda County
My Comm. Expires Oct 22, 2010

(Seal)

C. Reynolds, Notary Public - California

Description of Attached Document:

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

State of California
County of Santa Clara

On June 24, 2010 before me, Jeanette J. Chavez, Notary Public,
personally appeared Geraldine F. Malloy

[X] who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

JEANETTE J. CHAVEZ
Commission # 1805333
Notary Public - California
Santa Clara County
My Comm. Expires Apr 9, 2014

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 OF NOTARY

My Commission Expires: April 9, 2014

OPTIONAL

ACORD™

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/27/2010

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY | PHONE (A/C, No, Ext)

Marsh USA Risk & Insurance Services
15 West South Temple, Suite 700
Salt Lake City, UT 84101
Attn: David Wilkins

J20301--PIM-09-10

FAX (A/C, No) | E-MAIL ADDRESS

CODE: | SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY
Hartford Fire Insurance Co

INSURED
Keep on Trucking Company, LLC
dba Keep on Trucking
P.O. Box 3209
Rancho Cucamonga, CA 91729-3209

LOAN NUMBER

POLICY NUMBER
72UUMUM7063

EFFECTIVE DATE 10/28/2009 | EXPIRATION DATE 10/28/2010 | ☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Cargo - Per Conveyance	150,000	2,500
Warehousemen Legal Liability at Stockton	2,000,000	2,500

REMARKS (Including Special Conditions)

Certificate holder is included as a loss payee with respect to materials stored at Rough & Ready Island location.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST SEA-001593536-04

NAME AND ADDRESS

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

☐ MORTGAGEE
☒ LOSS PAYEE
☐ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE
of Marsh USA Risk & Insurance Services

BY: David G. Wilkins

ACORD 27 (2006/07)

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Preston Pipelines
09-099 DWSP Intake Pump Station
Roll Form Sheet Invoice Info
Updated 8/3/10

INVOICE #	INVOICE DATE	SHEET TYPE	QUANTITY	LF	WIDTH	TOTAL SF	UNIT $	TOTAL INVOICE	8.75% TAX	TOTAL W. TAX	TRUCKING LOCATION	PRESTON CK #
IN506173	5/19/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	CV FAB MANTECA	90485
IN506207	5/21/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	KOT STOCKTON	90485
IN506412	6/3/2010	JZ 120	39	58	2.20834	4,995.27	$ 16.00	$ 79,924.00	$ 6,993.35	$ 86,917.35	KOT STOCKTON	90530
IN506412	6/3/2010	JZ 120 CORNER	1	58	2.20834	128.08	$ 16.00	$ 3,499.14	$ 306.17	$ 3,805.31	KOT STOCKTON	90530
IN506403	6/2/2010	JZ 127	40	61	2.20834	5,388.35	$ 17.05	$ 91,871.08	$ 8,038.72	$ 99,909.80	KOT STOCKTON	90530
IN506297	5/26/2010	JZ 127	38	61	2.20834	5,118.93	$ 17.05	$ 87,277.53	$ 7,636.78	$ 94,914.31	KOT STOCKTON	90485
IN506404	6/2/2010	JZ 127	40	61	2.20834	5,388.35	$ 17.05	$ 91,871.08	$ 8,038.72	$ 99,909.80	KOT STOCKTON	90530
IN506206	5/21/2010	JZ 127	39	61	2.20834	5,253.64	$ 17.05	$ 89,574.31	$ 7,837.75	$ 97,412.06	KOT STOCKTON	90485
TOTAL ROLL FORM SHEETS			285	476		37,543.99		$ 624,358.48	$ 54,631.37	$ 678,989.85		
IN506173	5/19/2010	JZ 120	44	58	2.20834	5,635.68	$ 16.00	$ 90,170.67	$ 7,889.93	$ 98,060.60	CV FAB MANTECA	90485
TOTAL TO BE PAID IN JULY AT KOT								$ 534,187.81	$ 46,741.43	$ 580,929.24	KOT STOCKTON	

PRESTON PIPELINES, INC.
PITAS, CALIFORNIA 95035

90485

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
5-19-10	506173		90170.67	.00	90170.67
5-21-10	506206		89574.31	.00	89574.31
5-21-10	506207		90170.67	.00	90170.67
5-26-10	506297		87277.53	.00	87277.53
CHECK DATE	7-15-10	CHECK NUMBER 90485	TOTALS	357193.18	.00	357193.18

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

80-3752
1211

90485

Pay: **********357* thousand *193* dollars and 18 cents

DATE	CHECK NO.	AMOUNT
July 15, 2010	90485	$****357,193.18

PAY TO THE ORDER OF

ROLL FORM GROUP
2304 DIXIE ROAD
MISSISSAUGA, ON L4Y 1Z6

⑈090485⑈ ⑆121137522⑆ 189113025 2⑈

Gave To
Carlos
7/19/10

Roll Form Group
a subsidiary of SAHUEL MAKU-TERH U.S. INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston Pipelines, Inc.
MAY 24 2010
Received

INVOICE NO.
IN506173

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	5/19/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
5/19/2010	ORIGIN	P & C - RAIL	ATW87067	PS506672	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
2	Part ID: 240008 # PIECES: 44 LENGTH: 58.00 UM: LFT JZ120 PILING HR .472 NOM THICK	$16.00	SFT	5,635.667	$90,170.67

SUB TOTAL (US $):	$90,170.67
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$90,170.67

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD
6/1/10

SUPPLIER # 27510
JOB # 09099
ACCT. #
CODE # 847.07
DISC. AMT.
DUE DATE 6/24/10

CV FAB
MONTECO
TO BE STIFFENED

ase remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267- 1258

Roll Form Group
a subsidiary of SIMEUEL MARU-TECH (U.S.) INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Pres... Pipelines, Inc.
MAY 27 2010
Received

INVOICE NO.
IN506206

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	5/21/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
5/21/2010	ORIGIN	P & C - RAIL	ATW87138	PS506710	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
1	Part ID: 240009 # PIECES: 39 LENGTH: 61.00 UM: LFT JZ127 PILING HR .500 NOM THICK	$17.05	SFT	5,253.625	$89,574.31

SUB TOTAL (US $):	$89,574.31
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$89,574.31

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD

SUPPLIER # 27510
JOB # 09-099
ACCT. # 11
CODE # B91.01
DISC. AMT.
DUE DATE 6/24/10

6/16

KOT
STKN

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267- 1258

Roll Form Group
a subsidiary of SHAUEL MBKU-TEDKU (U.S.) INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston Pipelines, Inc.

MAY 27 2010

Received

INVOICE NO.

IN506207

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	5/21/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
5/21/2010	ORIGIN	P & C - RAIL	ATW87062	PS506711	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
2	Part ID: 240008 # PIECES: 44 LENGTH: 58.00 UM: LFT JZ120 PILING HR .472 NOM THICK	$16.00	SFT	5,635.667	$90,170.67

SUB TOTAL (US $):	$90,170.67
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$90,170.67

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD

SUPPLIER # 27510
JOB # 09-099
ACCT. # 11
CODE # B91.01
DISC. AMT.
DUE DATE 10/24/10

KOT
STKN

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267- 1258

Roll Form Group

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston Pipelines Inc

JUN 0 1 2010

Received

INVOICE NO.

IN506297

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	5/26/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
5/26/2010	ORIGIN	P & C - RAIL	ATW87096	PS506799	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
1	Part ID: 240009 # PIECES: 38 LENGTH: 61.00 UM: LFT JZ127 PILING HR .500 NOM THICK	$17.05	SFT	5,118.917	$87,277.53

SUB TOTAL (US $):	$87,277.53
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$87,277.53

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SUPPLIER # 27510
JOB # 09099
ACCT. # 11
CODE # 6891.01
DISC. AMT.
DUE DATE 6/14/10

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267-1258

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

90530

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
4-30-10	506013		.00	.00	.00
4-30-10	506014		.00	.00	.00
6-02-10	506403		91871.08	.00	91871.08
6-02-10	506404		91871.08	.00	91871.08
6-03-10	506412		83423.14	.00	83423.14

CHECK DATE	7-20-10	CHECK NUMBER	90530	TOTALS	267165.30	.00	267165.30

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.

133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1416

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA

90-3752
1211

90530

Pay: **********267* thousand *165* dollars and 30 cents

DATE	CHECK NO.	AMOUNT
July 20, 2010	90530	$****267,165.30

PAY TO THE ORDER OF

ROLL FORM GROUP
2304 DIXIE ROAD
MISSISSAUGA, ON L4Y 1Z6

"090530" "121137522" 1871130252"

Emailed To TK 7/20/10

Roll Form Group
a subsidiary of SOFTUEL MANUFACTURING (U.S.) INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston Pipelines, Inc.

JUN 07 2010

Received

INVOICE NO.
IN506403

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	6/2/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
6/2/2010	ORIGIN	P & C - RAIL	BL503847	PS506898	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
1	Part ID: 240009 # PIECES: 40 LENGTH: 61.00 UM: LFT JZ127 PILING HR .500 NOM THICK	$17.05	SFT	5,388.333	$91,871.08

SUB TOTAL (US $):	$91,871.08
	$0.00
	$0.0
TOTAL AMOUNT DUE:	$91,871.08

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD.

SUPPLIER # 27510
JOB # 09099
ACCT. # 11
CODE # 891.01
DISC. AMT.
DUE DATE 7/1/10

6/19

Kor
STKN

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267- 1258

Roll Form Group
a subsidiary of SHIJIEL MANU-TECH (U.S.) INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston Pipelines, Inc.

JUN 07 2010

Received

INVOICE NO.

IN506404

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	6/2/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
6/2/2010	ORIGIN	P & C - RAIL	BL503848	PS506899	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
1	Part ID: 240009 # PIECES: 40 LENGTH: 61.00 UM: LFT JZ127 PILING HR .500 NOM THICK	$17.05	SFT	5,388.333	$91,871.08

SUB TOTAL (US $):	$91,871.08
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$91,871.08

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD

SUPPLIER # 27510
JOB # 09099
ACCT. # 11
CODE # 891.01
DISC. AMT.
DUE DATE 7/1/10

6/14/

KOT
STKW

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267- 1258

Roll Form Group
a subsidiary of SHAUEL MAKU-TECH (U.S.) INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston - .elines, Inc.
JUN 07 2010
Received

INVOICE NO.
IN506412

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501365	09-099		94-2508467	6/3/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
6/3/2010	ORIGIN	P & C - RAIL	BL503856	PS506910	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
2	Part ID: 240008 # PIECES: 39 LENGTH: 58.00 UM: LFT JZ120 PILING HR .472 NOM THICK	$16.00	SFT	4,995.250	$79,924.00
3	Part ID: 240230 # PIECES: 1 LENGTH: 58.00 UM: LFT JZ120 PILING CORNER 90 DEG L/H HR	$60.33	LFT	58.000	$3,499.14

SUB TOTAL (US $):	$83,423.14
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$83,423.14

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD

SUPPLIER # 27510
JOB # 09099
ACCT. # 11
CODE # B91.01
DISC. AMT.
DUE DATE 7/1/10

6/14

KOT
STKN

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267-1258

Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2)	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project

Preston Pipelines Pipelines Unconditional Waiver Progress Payment #9 - June 2010	Submitted : Status: Draft
Contract: M09110 Contractor: Preston Pipelines, Inc. Purchase Order: 163445 & 163446	
Created By: Preston Pipelines, Inc., Steve Dunn Created: 08/04/2010	

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): $16,338.82
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 Intake Project
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): 06/30/2010
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 # 9	Preston Pipelines Progress Payment #9 - June 2010	Closed Rejected
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Preston Pipelines Progress Payment #9 REV - June 2010	Preston Pipelines Progress Payment #9 - June 2010	Pending Approved

Signed:	Marite Emery	Finance Director	8/13/10
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.

Comerica Bank
Special Corporate Financial Services
Two Embarcadero Center, Suite 300
San Francisco, CA 94111

Via Email Only – Original Will Not Follow

August 16, 2010

City of Stockton
Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206
Attn: Melissa Price
melissa.price@ci.stockton.ca.us

RE: Escrow #10021-0007RET

Dear Melissa,

Please be advised that we have received the amount of $90,926.54 for deposit into the above referenced escrow account. Enclosed please find a copy of payment and a copy of the Escrow Status Report for your record.

The retention escrow balance is now $231,301.54.

If you should have any questions, please feel free to contact us at 800-710-8597.

Best regards,

Nikki Charles
Relationship Specialist
nlcharles@comerica.com

cc: Preston Pipelines.
Attn: Denise Spaman
Contract Administrator
dspaman@prestonpipelines.com

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:
Aug 11, 2010

Payment Number:
0000029

Payment Amount:
90,926.54

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
9RET	90,926.54	0.00	0.00	163445	M09110

ESCROW NO 100210007 TOTAL ESCROW BALANCE 231,301.54
OPEN 02-05-10 CLOSE -------- STATUS OPEN OFFICER TRUST 231,301.54
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

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: 231,301.54

OPERATOR NLC866 DATE:08/16/2010 2:59:00 PM

Two Payments from
PO 163445:

Preston: $ 818,338.82

*Comerica: $ 90,926.54

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

Delta Water Supply Project
CITY OF STOCKTON

ATTN: ALAN
(Accounts Payable)
PROCESS AS EFT

INTAKE AND PUMP STATION FACILITY
CONSTRUCTION CONTRACT
PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 9 to 6/30/10

Notes/Comments: Delayed to await labor compliance resolution

Name		Date Reviewed	Date Forwarded
Melissa Price		7-30-10	7-30-10
	Bond Req. No.	TBD	to be inc w/#12
Comments:			
Mike Callahan		8/2/10	8/2/10
Comments:			
Bob Granberg		8/4/10	8/4/10
Comments:			
Support Staff	Invoice to BD & Copy to Preston File		

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$909,265.36	$1,403,750	$7,686,983.64
163446	$1,190,990.98	$	$	$

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: 9 PERIOD TO: 06/30/2010 CONTRACT FOR:	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:	CAROLLO ENGINEERS	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		$ 276,607.80
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,432,607.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 2,313,015.36
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 231,301.54	
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 231,301.54
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 2,081,713.82
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 1,263,375.00
8. CURRENT PAYMENT DUE		$ 818,338.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 14,350,893.98	

less PTD $140,375 ($90,926.54) to Comerica

to Preston

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 276,607.80	$ 0.00
TOTALS	$ 276,607.80	$ 0.00
NET CHANGE by Change Order	$ 276,607.80	

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:
By: _____ Date: 7/8/10
State of:
County of:
Subscribed and sworn before
me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTICATE 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 ..... $ 818,338.82

(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:
By: _____ Date: 7/8/10
TIM KARLSTRAND

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.

_____ 8/4/10

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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: 9
APPLICATION DATE: 06/25/2010
PERIOD TO: 06/30/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	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	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
12	Submittals/Engineering Front	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00

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	Cofferdam								
13	Mobilization Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
14	Install Cofferdam - Front	55,000.00	0.00	0.00	0.00	0.00	0.00 %	55,000.00	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	22,500.00	2,500.00	0.00	25,000.00	100.00 %	0.00	0.00
17	Mobilization Sheet Piling	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	240,000.00	250,000.00	0.00	490,000.00	98.00 %	10,000.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	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
20	Install Interior Sheets	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	1,425,000.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	81,000.00	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	8,750.00	8,750.00	0.00	17,500.00	50.00 %	17,500.00	0.00
32	Strip & Prep Site for Grading	70,000.00	63,000.00	7,000.00	0.00	70,000.00	100.00 %	0.00	0.00
33	Survey	40,000.00	10,000.00	8,000.00	0.00	18,000.00	45.00 %	22,000.00	0.00

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34	Grading Phase 1	950,000.00	228,000.00	209,000.00	0.00	437,000.00	46.00 %	513,000.00	0.00
35	Grading Phase 2	800,000.00	0.00	0.00	0.00	0.00	0.00 %	800,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
37	Geotechnical Instrumentation	100,000.00	92,000.00	0.00	0.00	92,000.00	92.00 %	8,000.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
4	Permits	15,000.00	13,500.00	0.00	0.00	13,500.00	90.00 %	1,500.00	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	42,500.00	5,000.00	0.00	47,500.00	95.00 %	2,500.00	0.00
42	Project Management	425,000.00	170,000.00	21,250.00	0.00	191,250.00	45.00 %	233,750.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	0.00	37,500.00	0.00	37,500.00	50.00 %	37,500.00	0.00
44	Office Trailer & Yard Services	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	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	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	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
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00

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56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
59	Intake - Fish Screen	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
6	SWPPP Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	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	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	17,500.00	8,750.00	0.00	26,250.00	75.00 %	8,750.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
75	Site - Electrical Control	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00

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	Panels								
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
8	Maintain SWPPP Materials	13,000.00	0.00	0.00	0.00	0.00	0.00 %	13,000.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00

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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	-28,152.00	0.00	0.00	0.00	0.00	0.00 %	-28,152.00	0.00
COR # 4	Stop Logs	-46,755.56	0.00	0.00	0.00	0.00	0.00 %	-46,755.56	0.00
COR # 5	Groundwater Testing	11,744.30	0.00	11,744.30	0.00	11,744.30	100.00 %	0.00	0.00
COR # 6	DC #1 Geo-Technical Instrumentation Changes	70,001.24	0.00	70,001.24	0.00	70,001.24	100.00 %	0.00	0.00
COR # 8	DC #1 - Crackstopper Sheet Additional Cost	269,769.82	0.00	269,769.82	0.00	269,769.82	100.00 %	0.00	0.00
	GRAND TOTAL	$ 16,432,607.80	$ 1,403,750.00	$ 909,265.36	$ 0.00	$ 2,313,015.36	14.08 %	$ 14,119,592.44	$ 0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Preston Pipelines Progress Payment #9 REV - June 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility.	CITY OF STOCKTON

Preston Pipelines Progress Payment #9 - June 2010		Submitted :
Contract:	M09110	Revision Date:
Contractor:	Preston Pipelines, Inc.	Status: Draft
Purchase Order:	163445 & 163446	
Created By:	Preston Pipelines, Inc., Steve Dunn	
Created:	06/25/2010	

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
in the sum of
(AMOUNT OF CHECK): 818,338.82
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 Intake Project
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): 06/30/2010
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:			
Marite Emry	Marite Emry	Director Finance	7/9/10
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)	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project

Preston Pipelines Unconditional Waiver Progress Payment #8 - May 2010	Submitted : Status: Draft
Contract: M09110 Contractor: Preston Pipelines, Inc. Purchase Order: 163445 & 163446	

Created By:	Preston Pipelines, Inc., Steve Dunn
Created:	06/25/2010

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 477,450.00
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 Intake Project
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): 05/31/2010
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 # 8	Preston Pipelines Progress Payment #8 - May 2010	Closed Rejected
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Preston Pipelines Progress Payment #8 - May 2010	Preston Pipelines Progress Payment #8 - May 2010	Pending Approved

Signed: Maria Ernest, Maria Ernest, Director Finance 6/25/10
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.

RIDER

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: _____
(Principal) ~~Geraldine F.~~ Malloy
Vice President

SAFECO INSURANCE COMPANY OF AMERICA
(Surety)

By: _____
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, 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

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Dexter R. Legg, Secretary

STATE OF CALIFORNIA }
} ss.
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.

C. REYNOLDS
Commission # 1700333
Notary Public - California
Alameda County
My Comm. Expires Oct 22, 2010

(Seal)

C. Reynolds, Notary Public - California

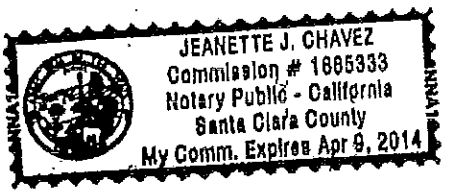
Description of Attached Document:

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

State of California
County of Santa Clara

On June 24, 2010 before me, Jeanette J. Chavez, Notary Public,
personally appeared Geraldine F. Malloy

[X] who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY

My Commission Expires: April 9, 2014

OPTIONAL

Comerica Bank
Special Corporate Financial Services
Two Embarcadero Center, Suite 300
San Francisco, CA 94111

Via Email Only – Original Will Not Follow

June 25, 2010

City of Stockton
Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206
Attn: Melissa Price
melissa.price@ci.stockton.ca.us

RE: Escrow #10021-0007RET

Dear Melissa,

Please be advised that we have received the amount of $53,050.00 for deposit into the above referenced escrow account. Enclosed please find a copy of payment and a copy of the Escrow Status Report for your record.

The retention escrow balance is now $140,375.00.

If you should have any questions, please feel free to contact us at 800-710-8597.

Best regards,

Nikki Charles

Nikki Charles
Relationship Specialist
nlcharles@comerica.com

cc: Preston Pipelines.
Attn: Denise Spaman
Contract Administrator
dspaman@prestonpipelines.com

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:
Jun 23, 2010

Payment Number:
0000024

Payment Amount:
53,050.00

POSTED
NC 6/25/10

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
8RET	53,050.00	0.00	0.00	163445	M09110

PRESTON PIPELINES | Retention Escrows-North Co.13 | REPORT # 11
CO# 13 CN#21 BR# 7 | DATE 06-25-10
ESCROW STATUS | PAGE # 1

ESCROW NO 100210007 TOTAL ESCROW BALANCE 140,375.00
OPEN 02-05-10 CLOSE -------- STATUS OPEN OFFICER TRUST 140,375.00
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

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: 140,375.00

OPERATOR NLC866 DATE:06/25/2010 9:59:33 AM

Two payments from PO 163445

Preston - $477,450
America - $53,050
*Vendor # 1108145

Attn: Alan (A/P)
Process as EFT

FILE COPY

Delta Water Supply Project
CITY OF STOCKTON

Remittance advice must reference Escrow # 10021 - 0007RET

INTAKE AND PUMP STATION FACILITY CONSTRUCTION CONTRACT PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 8

Notes/Comments: Rcv'd 6/14/10

Name		Date Reviewed	Date Forwarded
Melissa Price		6-15-10	6-15-10
	Bond Req. No.	10	6-16-10
Comments:			
Mike Callahan		6/15/10	6/15/10
Comments:			
Bob Granberg		6/16/10	6/16/10
Comments:			
Support Staff	Invoice to BD & Copy to Preston File		

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$530,500	$873,250	$8,596,249
163446	$1,156,001	$	$	$

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: 8 PERIOD TO: 05/31/2010 CONTRACT FOR:	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:	CAROLLO ENGINEERS	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		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,156,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,403,750.00
5. RETAINAGE:		
a. 10.00	% of Completed Work (Column D + E on G703)	$ 140,375.00 (less $87,325 PTD) = $53,050 to Comerica
b. 0.00	% of Stored Material (Column F on G703)	$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 140,375.00
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 1,263,375.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 785,925.00
8. CURRENT PAYMENT DUE		$ 477,450.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 14,892,625.00 to Preston

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGE by Change Order	$	0.00

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:
By: _____ Date: 6/14/10
State of:
County of:
Subscribed and sworn before
me this day of
Notary Public:
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 ..... $ 477,450.00

(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:
By: _____ Date: 6/14/10
TIM KOELSTRAND

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 6/16/10

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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: 8
APPLICATION DATE: 05/26/2010
PERIOD TO: 05/31/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	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	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
12	Submittals/Engineering Front	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00 %	0.00	0.00

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	Cofferdam								
13	Mobilization Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
14	Install Cofferdam - Front	55,000.00	0.00	0.00	0.00	0.00	0.00 %	55,000.00	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	18,750.00	3,750.00	0.00	22,500.00	90.00 %	2,500.00	0.00
17	Mobilization Sheet Piling	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	85,000.00	155,000.00	0.00	240,000.00	48.00 %	260,000.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	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
20	Install Interior Sheets	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	18,750.00	6,250.00	0.00	25,000.00	100.00 %	0.00	0.00
22	Mobilization Steel Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	1,425,000.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	81,000.00	100.00 %	0.00	0.00
30	Mobilization Grading	10,000.00	5,000.00	5,000.00	0.00	10,000.00	100.00 %	0.00	0.00
31	Clean Up Misc Debris	35,000.00	0.00	8,750.00	0.00	8,750.00	25.00 %	26,250.00	0.00
32	Strip & Prep Site for Grading	70,000.00	14,000.00	49,000.00	0.00	63,000.00	90.00 %	7,000.00	0.00
33	Survey	40,000.00	4,000.00	6,000.00	0.00	10,000.00	25.00 %	30,000.00	0.00

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34	Grading Phase 1	950,000.00	0.00	228,000.00	0.00	228,000.00	24.00 %	722,000.00	0.00
35	Grading Phase 2	800,000.00	0.00	0.00	0.00	0.00	0.00 %	800,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
37	Geotechnical Instrumentation	100,000.00	77,000.00	15,000.00	0.00	92,000.00	92.00 %	8,000.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
4	Permits	15,000.00	13,500.00	0.00	0.00	13,500.00	90.00 %	1,500.00	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	37,500.00	5,000.00	0.00	42,500.00	85.00 %	7,500.00	0.00
42	Project Management	425,000.00	148,750.00	21,250.00	0.00	170,000.00	40.00 %	255,000.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
44	Office Trailer & Yard Services	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	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	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	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
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00

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56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
59	Intake - Fish Screen	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
6	SWPPP Mobilization	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00 %	0.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	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	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	0.00	17,500.00	0.00	17,500.00	50.00 %	17,500.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
75	Site - Electrical Control	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00

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	Panels								
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
8	Maintain SWPPP Materials	13,000.00	0.00	0.00	0.00	0.00	0.00 %	13,000.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00

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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
	GRAND TOTAL	$ 16,156,000.00	$ 873,250.00	$ 530,500.00	$ 0.00	$ 1,403,750.00	8.69 %	$ 14,752,250.00	$ 0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Preston Pipelines Progress Payment #8 - May 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #8 - May 2010	Submitted :
Contract: M09110	Revision Date:
Contractor: Preston Pipelines, Inc.	Status: Draft
Purchase Order: 163445 & 163446	
Created By: Preston Pipelines, Inc., Steve Dunn	
Created: 06/26/2010	

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
in the sum of
(AMOUNT OF CHECK): 477,450.00
payable to
(PAYEE OR PAYEES OF CHECK): Preston Pipelines
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 Intake Project
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): 06/31/2010
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: Maurice Emery, Maurice Emery, Director Finance			
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)	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project

Preston Pipelines Unconditional Waiver Progress Payment #7 - April 2010	Submitted : Status: Draft
Contract: M09110 Contractor: Preston Pipelines, Inc. Purchase Order: 163445 & 163446	
Created By: Preston Pipelines, Inc., Steve Dunn Created: 05/26/2010	

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 169,425.00
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 Intake Project
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): 05/26/2010
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 # 7	Preston Pipelines Progress Payment #7 - April 2010	Pending Approved
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Preston Pipelines Progress Payment #7 - April 2010	Preston Pipelines Progress Payment #7 - April 2010	Pending Approved

Signed: Marie Emery Marie Emery, Director Finance 5/26/10.
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.

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

89742

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
4-30-10	506013		75410.53	.00	75410.53
4-30-10	506014		81633.62	.00	81633.62
CHECK DATE 6-10-10	CHECK NUMBER 89742	TOTALS	157044.15	.00	157044.15

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.
133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA
90-3752
1211

89742

Pay: ********One hundred fifty-seven thousand forty-four dollars and 15 cents

DATE June 10, 2010

CHECK NO. 89742

AMOUNT $****157,044.15

PAY TO THE ORDER OF
ROLL FORM GROUP
2304 DIXIE ROAD
MISSISSAUGA, ON L4Y 1Z6

⑈089742⑈ ⑆121137522⑆ 1891130252⑈

B33-179-6

Roll Form Group
a subsidiary of SAT-FUEL MANU-TECH (U.S.) INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston Pipelines, Inc.

MAY 6 2010

Received

INVOICE NO.
IN506013

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501546	09-099		94-2508467	4/30/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
4/30/2010	ORIGIN	COLLECT - RAIL	BL503677	PS506506	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
1	Part ID: 240004 # PIECES: 28 LENGTH: 48.00 UM: LFT EZ80 PILING .315 NOM.THICK	$8.65	SFT	2,800.000	$24,220.00
2	Part ID: 240004 # PIECES: 40 LENGTH: 48.00 UM: LFT EZ80 PILING .315 NOM THICK	$10.45	SFT	4,000.000	$41,800.00
3	Part ID: FRT-LOAD-HC FREIGHT EXTRA - HEAVY CONSTRUCTION	$7.00		1,341.504	$9,390.53

SUB TOTAL (US $):	$75,410.53
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$75,410.53

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD

SUPPLIER # 27510
JOB # 09099
ACCT. # 11
CODE # 891.01
DISC. AMT.
DUE DATE 5/27/10

POSTED
MAY 11 2010
PRESTON PIPELINES, INC

SB
5/12

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267- 1258

Roll Form Group
a subsidiary of SHI/DEL MAKU TECH (U.S.) INC.

Roll Form Group (U.S.), Inc.
26 County Road 351
Iuka, Mississippi, USA, 38852
Tel: (662) 424-1460

Preston Pipelines, Inc.

MAY 6 2010

Received

INVOICE NO.
IN506014

Page: 1

Fed I.D. 98-0473981

Sold To:	Ship To:
PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870	PRESTON PIPELINES INC 133 BOTHELO AVE MILPITAS, CA 95035 USA T: 408-262-1418 F: 408-262-1870

OUR ORDER NO.	CUSTOMER ORDER NO.	Tax	Customer/FED. I.D.	INVOICE DATE
CO501546	09-099		94-2508467	4/30/2010

DATE SHIPPED	F.O.B.	SHIP VIA	BOL NO.	Packlist Number	Sales Rep ID
4/30/2010	ORIGIN	COLLECT - RAIL	BL503678	PS506507	BC

TERMS: NET 30 DAYS

CO LN	PRODUCT DESCRIPTION	PRICE	UM	SHIP QTY	AMOUNT
2	Part ID: 240004 # PIECES: 69 LENGTH: 48.00 UM: LFT EZ80 PILING .315 NOM THICK	$10.45	SFT	6,900.000	$72,105.00
3	Part ID: FRT-LOAD-HC FREIGHT EXTRA - HEAVY CONSTRUCTION	$7.00		1,361.232	$9,528.62

SUB TOTAL (US $):	$81,633.62
	$0.00
	$0.00
TOTAL AMOUNT DUE:	$81,633.62

Roll Form Group (U.S.), Inc. is not an agent for the collection of sales and use tax in any states other than the state of Mississippi. For shipments outside of Mississippi, the payments of sales and use tax is the responsibility of the Customer.

SD

POSTED
MAY 11 2010
PRESTON PIPELINES, INC

SUPPLIER # 27510
JOB # 09099
ACCT. # 11
CODE # 891.01
DISC. AMT.
DUE DATE 5/27/10

Please remit payment to:
Roll Form Group (U.S.), Inc.
PO BOX 671258
DALLAS TX 75267- 1258

ACORD™

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/27/2010

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY (PHONE (A/C, No, Ext))	COMPANY
Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101 Attn: David Wilkins J20301--PIM-09-10	Hartford Fire Insurance Co
FAX (A/C, No) / E-MAIL ADDRESS	
CODE: / SUB CODE:	
AGENCY CUSTOMER ID #:	
INSURED	LOAN NUMBER / POLICY NUMBER
Keep on Trucking Company, LLC dba Keep on Trucking P.O. Box 3209 Rancho Cucamonga, CA 91729-3209	72UUMUM7063
	EFFECTIVE DATE 10/28/2009 / EXPIRATION DATE 10/28/2010 / ☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Cargo - Per Conveyance	150,000	2,500
Warehousemen Legal Liability at Stockton	2,000,000	2,500

REMARKS (Including Special Conditions)

Certificate holder is included as a loss payee with respect to materials stored at Rough & Ready Island location.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST SEA-001593536-04

NAME AND ADDRESS	☐ MORTGAGEE / ☐ ADDITIONAL INSURED
	☒ LOSS PAYEE
City of Stockton Municipal Utilities Department 2500 Navy Drive Stockton, CA 95206	LOAN #
	AUTHORIZED REPRESENTATIVE of Marsh USA Risk & Insurance Services BY: David G. Wilkins

ACORD 27 (2006/07)

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Comerica Bank
Special Corporate Financial Services
Two Embarcadero Center, Suite 300
San Francisco, CA 94111

Via Email Only – Original Will Not Follow

May 20, 2010

City of Stockton
Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206
Attn: Melissa Price
melissa.price@ci.stockton.ca.us

RE: Escrow #10021-0007RET

Dear Melissa,

Please be advised that we have received the amount of $18,825.00 for deposit into the above referenced escrow account. Enclosed please find a copy of payment and a copy of the Escrow Status Report for your record.

The retention escrow balance is now $87,325.00.

If you should have any questions, please feel free to contact us at 800-710-8597.

Best regards,

Nikki Charles
Relationship Specialist
nlcharles@comerica.com

cc: Preston Pipelines.
Attn: Melissa Price
Contract Administrator
melissa.price@ci.stockton.ca.us

Preston

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:
May 19, 2010

Payment Number:
0000019

Payment Amount:
18,825.00

POSTED
[illegible] 5/19/10

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	18,825.00	0.00	0.00	163445	M09110

PRESTON PIPELINES

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

REPORT # 11
DATE 05-19-10
PAGE # 1

ESCROW NO 100210007 — TOTAL ESCROW BALANCE 87,325.00
OPEN 02-05-10 CLOSE -------- STATUS OPEN — OFFICER — TRUST 87,325.00
CONSIDERATION — SOURCE — SAVINGS .00
BUYER CIty of Stockton
SELLER Preston Pipelines — 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

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: 87,325.00

OPERATOR NLC866 DATE:05/19/2010 4:50:10 PM

FILE COPY

Two payments from PO 163445

Preston - $169,425

Comerica - $18,825

*vendor # 110845

Remittance advice must reference Escrow #100217 0007 RET

Attn: Alan (A/P) Process as EFT

Delta Water Supply Project
CITY OF STOCKTON

INTAKE AND PUMP STATION FACILITY CONSTRUCTION CONTRACT PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 7 to 4/30/10

Notes/Comments: Revid 5/7/10

Name		Date Reviewed	Date Forwarded
MP **Melissa Price**		5-11-10	5-11-10
	Bond Req. No.	9	
Comments:			
Mike Callahan		5/11/10	5/11/10
Comments:			
Bob Granberg		5/12/10	5/12/10
Comments:			
Support Staff	Invoice to BD & Copy to Preston File		

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$188,250	$685,000	$9,126,749
163446	$1,156,001	$	$	$

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Stockton 2500 Navy Drive Stockton, CA CA US	**PROJECT:**	Delta Water Supply Project Intake and Pump Station Facility	**APPLICATION NO:** 7 **PERIOD TO:** 04/30/2010 **CONTRACT FOR:**	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	**VIA ARCHITECT:**	CAROLLO ENGINEERS	**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		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,156,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 873,250.00
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 87,325.00	
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column 1 of G703)		$ 87,325.00
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 785,925.00
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 616,500.00
8. CURRENT PAYMENT DUE		$ 169,425.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 15,370,075.00

less PTD (68,500) = ($18,825) to Comerica

to Preston

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGE by Change Order	$ 0.00	

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:
By: _____ Date: 5/5/10
State of:
County of:
Subscribed and sworn before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTICATE 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 $ 169,425.00

(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:
By: _____ Date: 5/5/10
TIM KARLSTRAND

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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OK To Pay 5/12/10

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: 7
APPLICATION DATE: 04/30/2010
PERIOD TO: 04/30/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
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	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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	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	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00

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12	Submittals/Engineering Front Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
13	Mobilization Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
14	Install Cofferdam - Front	55,000.00	0.00	0.00	0.00	0.00	0.00 %	55,000.00	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	12,500.00	6,250.00	0.00	18,750.00	75.00 %	6,250.00	0.00
17	Mobilization Sheet Piling	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	85,000.00	0.00	0.00	85,000.00	17.00 %	415,000.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	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
20	Install Interior Sheets	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	18,750.00	0.00	0.00	18,750.00	75.00 %	6,250.00	0.00
22	Mobilization Steel Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
23	Steel Test Pile Program	200,000.00	150,000.00	50,000.00	0.00	200,000.00	100.00 %	0.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	0.00	0.00	0.00	0.00	0.00 %	1,425,000.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
29	Submittals Grading	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00
3	General Liability Insurance	81,000.00	81,000.00	0.00	0.00	81,000.00	100.00 %	0.00	0.00
30	Mobilization Grading	10,000.00	0.00	5,000.00	0.00	5,000.00	50.00 %	5,000.00	0.00
31	Clean Up Misc Debris	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00

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32	Strip & Prep Site for Grading	70,000.00	0.00	14,000.00	0.00	14,000.00	20.00 %	56,000.00	0.00
33	Survey	40,000.00	4,000.00	0.00	0.00	4,000.00	10.00 %	36,000.00	0.00
34	Grading Phase 1	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
35	Grading Phase 2	800,000.00	0.00	0.00	0.00	0.00	0.00 %	800,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
37	Geotechnical Instrumentation	100,000.00	0.00	77,000.00	0.00	77,000.00	77.00 %	23,000.00	0.00
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
4	Permits	15,000.00	11,250.00	2,250.00	0.00	13,500.00	90.00 %	1,500.00	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	25,000.00	12,500.00	0.00	37,500.00	75.00 %	12,500.00	0.00
42	Project Management	425,000.00	127,500.00	21,250.00	0.00	148,750.00	35.00 %	276,250.00	0.00
43	Office Trailer & Yard Set Up	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
44	Office Trailer & Yard Services	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	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	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	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
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00

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54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
59	Intake - Fish Screen	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
6	SWPPP Mobilization	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	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	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
7	Buy & Install SWPPP Materials	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00

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73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
8	Maintain SWPPP Materials	13,000.00	0.00	0.00	0.00	0.00	0.00 %	13,000.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00

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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	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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	0.00	0.00	0.00	0.00	0.00 %	300,000.00	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
	GRAND TOTAL	$ 16,156,000.00	$ 685,000.00	$ 188,250.00	$ 0.00	$ 873,250.00	5.41 %	$ 15,282,750.00	$ 0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Preston Pipelines Progress Payment #7 - April 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #7 - April 2010		Submitted:	04/30/2010
Contract:	M09110	Submitted To:	Mike Warriner,Tim Karlstrand
Contractor:	Preston Pipelines, Inc.	Revision Date:	
Purchase Order:	163445 & 163446	Status:	Pending
		Priority:	High
Created By:	Preston Pipelines, Inc., Steve Dunn		
Created:	04/30/2010		

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
In the sum of
(AMOUNT OF CHECK): 169,425.00
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 Intake Project
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): 04/30/2010
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.

Files	
09-099 Billing #7 Revised April 2010 Submit to EADOC 04.30.10.xls	413.00K
09-099 Neil Anderson Invoice Submit to EADOC 04.30.10.pdf	68.54K

Signed: Marite Emery	Marite Emery, Finance Director	4-30-10
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)	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Unconditional Waiver Progress Payment #6 - March 2010 Contract: M09110 Contractor: Preston Pipelines, Inc. Purchase Order: 163445 & 163446	Submitted : Status: Draft
Created By: Preston Pipelines, Inc., Steve Dunn Created: 04/28/2010	

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 176,850.00
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 Intake Project
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): 04/30/2010
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 # 6	Progress Payment #6 - March 2010	Pending Approved
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Progress Payment #6 - March 2010	Preston Pipelines Progress Payment #6 - March 2010	Draft

Signed: Marite Emery	Marite Emery	Finance Director	4/30/10
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.

PRESTON PIPELINES, INC.
MILPITAS, CALIFORNIA 95035

88243

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
2-19-10	0012960	09099 City of Stock	82182.90	8218.29	73964.61
2-19-10	0012960Disc	09099	2465.49-	.00	2465.49-

CHECK DATE	3-25-10	CHECK NUMBER	88243	TOTALS	79717.41	8218.29	71499.12

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS.

Preston Pipelines Inc.
133 BOTHELO AVENUE
MILPITAS, CALIFORNIA 95035
LICENSE NO. 367660
PHONE: (408) 262-1418

COMERICA BANK - CALIFORNIA
SAN JOSE, CALIFORNIA
1211

88243

Pay: *******Seventy-one thousand four hundred ninety-nine dollars and 12 cents

DATE	CHECK NO.	AMOUNT
March 25, 2010	88243	$*****71,499.12

PAY TO THE ORDER OF

NEIL O. ANDERSON & ASSOCIATES
902 INDUSTRIAL WAY
LODI, CA 95240

⑈088243⑈ ⑆121137522⑆ 8891630252⑈

Two payments from PO 163445

FILE COPY

Preston - $176,850
Comerica - $ 19,650 *

* vendor # 1108145
Remittance advice
Must reference
Escrow # 10021-0007 RET

Attn: Alan (A/P)

Process as EFT -Expedite

Delta Water Supply Project
CITY OF STOCKTON

INTAKE AND PUMP STATION FACILITY
CONSTRUCTION CONTRACT
PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App 6 to 3/31/10

Notes/Comments: Corrected copy rcv'd from Carollo 4/13/10

Name		Date Reviewed	Date Forwarded
MP **Melissa Price**		4-14-10	4-14-10
	Bond Req. No.	8	4-14-10

Comments: _____

MP for **Mike Callahan**

Comments: Reviewed w/ MP over phone 4-12-10

mlg **Bob Granberg** 4/15/10 4/15/10

Comments: _____

Support Staff Invoice to BD & Copy to Preston File _____ _____

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$196,500	$488,500	$9,314,999
163446	$1,156,001	$	$	$

Sent to Betty D. 4/15/10

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Stockton 2500 Navy Drive Stockton, CA CA US	**PROJECT:**	Delta Water Supply Project Intake and Pump Station Facility	**APPLICATION NO:** 6 **PERIOD TO:** 03/31/2010 **CONTRACT FOR:**	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	**VIA ARCHITECT:**	CAROLLO ENGINEERS	**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		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,156,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 685,000.00
5. RETAINAGE:		
a. 10.00 %	% of Completed Work (Column D + E on G703)	$ 68,500.00
b. 0.00 %	% of Stored Material (Column F on G703)	$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column 1 of G703)		$ 68,500.00
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 616,500.00
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 439,650.00
8. CURRENT PAYMENT DUE		$ 176,850.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 15,539,500.00

less PTD (48,850) = $19,650 - Comerica

Preston

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGE by Change Order	$ 0.00	

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:
By: _____ Date: 4/13/10
State of:
County of:
Subscribed and sworn before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTICATE 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 $ 176,850.00

(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:
By: _____ Date: 04/13/10
TIM KARLSTRAND

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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O.K. to Pay
4/15/10

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: 6
APPLICATION DATE: 04/01/2010
PERIOD TO: 03/31/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	Cut/Remove Cofferdam Front	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	0.00	0.00	0.00	0.00	0.00 %	1,425,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
1	Bonds	121,000.00	121,000.00	0.00	0.00	121,000.00	100.00 %	0.00	0.00
97	Instruction - Pumps	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
33	Survey	40,000.00	0.00	4,000.00	0.00	4,000.00	10.00 %	36,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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

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42	Project Management	425,000.00	106,250.00	21,250.00	0.00	127,500.00	30.00 %	297,500.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	0.00
92	Building - Electrical Wire	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
5	Prepare SWPPP Plan	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %	0.00	0.00
101	Instruction - Mechanical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
37	Geotechnical Instrumentation	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
14	Install Cofferdam - Front	55,000.00	0.00	0.00	0.00	0.00	0.00 %	55,000.00	0.00
46	Intake - Mobilization	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
23	Steel Test Pile Program	200,000.00	0.00	150,000.00	0.00	150,000.00	75.00 %	50,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
96	Start Up & Testing	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
32	Strip & Prep Site for Grading	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
9	Remove SWPPP Materials	3,000.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	0.00	0.00	0.00	0.00	0.00 %	8,000.00	0.00
41	Submittals Intake Facility	50,000.00	12,500.00	12,500.00	0.00	25,000.00	50.00 %	25,000.00	0.00

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73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	85,000.00	0.00	0.00	85,000.00	17.00 %	415,000.00	0.00
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
59	Intake - Fish Screen	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
4	Permits	15,000.00	11,250.00	0.00	0.00	11,250.00	75.00 %	3,750.00	0.00
100	Instruction - Generator	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
13	Mobilization Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	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
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
22	Mobilization Steel Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
95	Building - Generator & Fuel Tank	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
31	Clean Up Misc Debris	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
8	Maintain SWPPP Materials	13,000.00	0.00	0.00	0.00	0.00	0.00 %	13,000.00	0.00
104	Instruction - Building	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00

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40	Asphalt Paving	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
17	Mobilization Sheet Piling	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
90	Building - Electrical Under Slab Rough In	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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
99	Instruction - Electrical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
35	Grading Phase 2	800,000.00	0.00	0.00	0.00	0.00	0.00 %	800,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
108	Contractor Record Drawings	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
44	Office Trailer & Yard Services	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	12,500.00	6,250.00	0.00	18,750.00	75.00 %	6,250.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
94	Building - Electrical Finish	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
30	Mobilization Grading	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
62	Intake - Monorail, Trolley's &	60,000.00	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Progress Payment #6 - March 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #6 - March 2010	Submitted : Revision Date: Status: Draft
Contract: M09110 Contractor: Preston Pipelines, Inc. Purchase Order: 163445 & 163446	
Created By: Preston Pipelines, Inc., Steve Dunn Created: 04/01/2010	

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
In the sum of
(AMOUNT OF CHECK): 176,850.00
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 Intake Project
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): 03/31/2010
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: Marie Emery	Marie Emery	Director Finance	4/5/10
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)	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Unconditional Waiver Progress Payment #5 - Feb 2010	Submitted : Revision Date: Status: Draft
Contract: M09110 Contractor: Preston Pipelines, Inc. Purchase Order: 163445 & 163446	
Created By: Preston Pipelines, Inc., Steve Dunn Created: 04/01/2010	

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 38,250.00
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 Intake Project
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): 02/28/2010
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 # 5	Preston Pipelines Progress Pay Estimate #5 - February 2010	Pending Approved
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Progress Payment #5 - February 2010	Preston Pipelines Progress Payment #5 - February 2010	Closed Approved

Signed: Geraldine Malloy	Geraldine Malloy	- VP Admin Services	4/9/10
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.

29	Submittals Grading	5,000.00	2,500.00	2,500.00	0.00	5,000.00	100.00 %	0.00	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
93	Building - Electrical Fire Alarm	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
6	SWPPP Mobilization	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
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
	GRAND TOTAL	$ 16,156,000.00	$ 488,500.00	$ 196,500.00	$ 0.00	$ 685,000.00	4.24 %	$ 15,471,000.00	$ 0.00

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	Hoist								
7	Buy & Install SWPPP Materials	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
103	Instruction - Site Work	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
16	Submittals/Engineering Sheet Piling	25,000.00	12,500.00	0.00	0.00	12,500.00	50.00 %	12,500.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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
98	Instruction - Fish Screen	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
34	Grading Phase I	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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
43	Office Trailer & Yard Set Up	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
20	Install Interior Sheets	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00

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Two payments from PO 163445 22

Preston - $38,250

*Comerica - $4,250

FILE COPY

ATTN: Alan (A/P) Process as EFT

INTAKE AND PUMP STATION FACILITY
CONSTRUCTION CONTRACT
PRESTON PIPELINES

ROUTE SLIP

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

Report Date: Pay App 5 to 2/28/2010

Notes/Comments: Rec'd from Carollo 3/5/2010

Name		Date Reviewed	Date Forwarded
Melissa Price		3-9-10	~~3-10-10~~ 3-11-10
	Bond Req. No.	7	~~3-9-10~~ 3-11-10
Comments:			
Mike Callahan MC		3/15/10	3/15/10
Comments:			
MG **Bob Granberg**		3/16/10	3/16/10
Comments:			
Support Staff	Invoice to BD & Copy to Preston File		

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$42,500	$446,000	$9,511,499
163446	$1,156,001	$	$	$

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Stockton 2500 Navy Drive Stockton, CA CA US	PROJECT:	Delta Water Supply Project Intake and Pump Station Facility	APPLICATION NO: 5 PERIOD TO: 02/28/2010 CONTRACT FOR:	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:	CAROLLO ENGINEERS	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		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,156,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 488,500.00
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 48,850.00	= $4,250 Comerica less PTD (44,600)
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 48,850.00
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 439,650.00
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 401,400.00
8. CURRENT PAYMENT DUE		$ 38,250.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 15,716,350.00 Preston

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGE by Change Order	$	0.00

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:
By: Date: 3/5/10
State of:
County of:
Subscribed and sworn before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTICATE 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 $ 38,250.00

(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:
By: Date: 03/05/2010
TIM KARLSTRAND

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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O.K. to Pay
3/16/10

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: 5
APPLICATION DATE: 03/04/2010
PERIOD TO: 02/28/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	Cut/Remove Cofferdam Front	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	0.00	0.00	0.00	0.00	0.00 %	1,425,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
1	Bonds	121,000.00	121,000.00	0.00	0.00	121,000.00	100.00 %	0.00	0.00
97	Instruction - Pumps	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
33	Survey	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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

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42	Project Management	425,000.00	85,000.00	21,250.00	0.00	106,250.00	25.00 %	318,750.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	0.00
92	Building - Electrical Wire	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
5	Prepare SWPPP Plan	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %	0.00	0.00
101	Instruction - Mechanical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
37	Geotechnical Instrumentation	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
14	Install Cofferdam - Front	55,000.00	0.00	0.00	0.00	0.00	0.00 %	55,000.00	0.00
46	Intake - Mobilization	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
23	Steel Test Pile Program	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
96	Start Up & Testing	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
32	Strip & Prep Site for Grading	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
9	Remove SWPPP Materials	3,000.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	0.00	0.00	0.00	0.00	0.00 %	8,000.00	0.00
41	Submittals Intake Facility	50,000.00	0.00	12,500.00	0.00	12,500.00	25.00 %	37,500.00	0.00

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73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	85,000.00	0.00	0.00	85,000.00	17.00 %	415,000.00	0.00
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
59	Intake - Fish Screen	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
4	Permits	15,000.00	11,250.00	0.00	0.00	11,250.00	75.00 %	3,750.00	0.00
100	Instruction - Generator	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
13	Mobilization Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	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
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
22	Mobilization Steel Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
95	Building - Generator & Fuel Tank	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
31	Clean Up Misc Debris	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
8	Maintain SWPPP Materials	13,000.00	0.00	0.00	0.00	0.00	0.00 %	13,000.00	0.00
104	Instruction - Building	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00

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40	Asphalt Paving	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
17	Mobilization Sheet Piling	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
90	Building - Electrical Under Slab Rough In	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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
99	Instruction - Electrical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
35	Grading Phase 2	800,000.00	0.00	0.00	0.00	0.00	0.00 %	800,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
108	Contractor Record Drawings	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
44	Office Trailer & Yard Services	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	6,250.00	6,250.00	0.00	12,500.00	50.00 %	12,500.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
94	Building - Electrical Finish	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
30	Mobilization Grading	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
62	Intake - Monorail, Trolley's &	60,000.00	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00

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	Hoist								
7	Buy & Install SWPPP Materials	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
103	Instruction - Site Work	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
16	Submittals/Engineering Sheet Piling	25,000.00	12,500.00	0.00	0.00	12,500.00	50.00 %	12,500.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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
98	Instruction - Fish Screen	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
34	Grading Phase 1	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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
43	Office Trailer & Yard Set Up	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
20	Install Interior Sheets	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00

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29	Submittals Grading	5,000.00	0.00	2,500.00	0.00	2,500.00	50.00 %	2,500.00	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
93	Building - Electrical Fire Alarm	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
6	SWPPP Mobilization	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
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
	GRAND TOTAL	$ 16,156,000.00	$ 446,000.00	$ 42,500.00	$ 0.00	$ 488,500.00	3.02 %	$ 15,667,500.00	$ 0.00

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Unconditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(2)	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Unconditional Waiver Progress Payment #4		Submitted : Status: Draft
Contract:	M09110	
Contractor:	Preston Pipelines, Inc.	
Purchase Order:	163445 & 163446	
Created By:	Preston Pipelines, Inc., Steve Dunn	
Created:	03/04/2010	

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 19,125.00
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 Intake Project
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): 01/31/2010
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 # 4	Preston Progress Pay Estimate #4	Closed Approved
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Progress Payment #4	Preston Pipelines Progress Payment #4	Pending Approved

Signed: Marie Emery Finance Director 3/4/10
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.

Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262(d)(1) Progress Payment #5 - February 2010	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	CITY OF STOCKTON

Preston Pipelines Progress Payment #5 - February 2010		Submitted : Status: Draft
Contract:	M09110	
Contractor:	Preston Pipelines, Inc.	
Purchase Order:	163445 & 163446	
Created By:	Preston Pipelines, Inc., Steve Dunn	
Created:	03/04/2010	

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
in the sum of
(AMOUNT OF CHECK): 38,250.00
payable to
(PAYEE OR PAYEES OF CHECK): Preston Piplelines, 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 Intake Project
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): 02/28/2010
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: Marito Emery Finance Director 3/4/10
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.

Two payments from PO 163445

Preston- $19,125

Comerica- $2,125

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

with Alan (A/P) Process as EFT

FILE COPY

Delta Water Supply Project
CITY OF STOCKTON

INTAKE AND PUMP STATION FACILITY
CONSTRUCTION CONTRACT
PRESTON PIPELINES

ROUTE SLIP

Report Date: Pay App #4 to 1/31/2010

Notes/Comments: Rcvd 2/19/10

	Name		Date Reviewed	Date Forwarded
MP	**Melissa Price**		2/22/10	2/22/10
		Bond Req. No.	N/A	
	Comments:			
M	**Mike Callahan**		2/25/10	2/25/10
	Comments:			
BG	**Bob Granberg**		2/24/10	2/24/10
	Comments:			
JC	**Support Staff**	Invoice to BD & Copy to Preston File	2/24/10	2/24/10

PO No.	Amount	Pd This Invoice	Pd Prev Invoice	Balance
163445	$9,999,999	$21,250	$424,750	$9,553,999
163446	$1,156,001	$	$	$

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Stockton 2500 Navy Drive Stockton, CA CA US	PROJECT:	Delta Water Supply Project Intake and Pump Station Facility	APPLICATION NO: 4 PERIOD TO: 01/31/2010 CONTRACT FOR:	Distributed To: OWNER ☑ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	Preston Pipelines, Inc. 12687 S. Manthey Road Lathrop, CA 95330 US	VIA ARCHITECT:	CAROLLO ENGINEERS	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		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 16,156,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 446,000.00
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$ 44,600.00	
b. 0.00 % of Stored Material (Column F on G703)	$ 0.00	less PTD (42,475) = 2,125
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 44,600.00
6. TOTAL EARNED LESS RETAINAGE (Lines 4 Less Line 5 Total)		$ 401,400.00
7. LESS PREVIOUS CERTICATES FOR PAYMENT (Line 6 from Prior Certificate)		$ 382,275.00
8. CURRENT PAYMENT DUE		$ 19,125.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 15,754,600.00 Preston

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGE by Change Order	$	0.00

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:
By: Date: 2/18/10
State of:
County of:
Subscribed and sworn before me this day of

Notary Public:
My Commission expires:

Comerica

ARCHITECT'S CERTICATE 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 $ 19,125.00

(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:
By: Date: 02/19/2010
TIM KARLSTRAND

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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O.K. to Pay
2/24/10

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: 4
APPLICATION DATE: 02/02/2010
PERIOD TO: 01/31/2010
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	Cut/Remove Cofferdam Front	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
47	Intake - Structure Excavation	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
79	Site - Well	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
24	Drive Steel Piles Interior	1,425,000.00	0.00	0.00	0.00	0.00	0.00 %	1,425,000.00	0.00
56	Intake - Chemical Metering Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
88	Building - HVAC & Mechanical	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
1	Bonds	121,000.00	121,000.00	0.00	0.00	121,000.00	100.00 %	0.00	0.00
97	Instruction - Pumps	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
33	Survey	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
65	Site - Storm Water Treatment System	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
10	Buy/Rent Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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

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42	Project Management	425,000.00	63,750.00	21,250.00	0.00	85,000.00	20.00 %	340,000.00	0.00
74	Site - Electrical Light Bases, Poles & Fixtures	65,000.00	0.00	0.00	0.00	0.00	0.00 %	65,000.00	0.00
19	Install Cofferdam Sheets - Permanent Sides	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
51	Intake - Rebar & Misc Metals	400,000.00	0.00	0.00	0.00	0.00	0.00 %	400,000.00	0.00
83	Building - CMU Wall	265,000.00	0.00	0.00	0.00	0.00	0.00 %	265,000.00	0.00
28	Place Structure in Piles	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
60	Intake - Fish Screen Cleaner	235,000.00	0.00	0.00	0.00	0.00	0.00 %	235,000.00	0.00
92	Building - Electrical Wire	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
5	Prepare SWPPP Plan	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %	0.00	0.00
101	Instruction - Mechanical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
37	Geotechnical Instrumentation	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
69	Site - Domestic Water	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
14	Install Cofferdam - Front	55,000.00	0.00	0.00	0.00	0.00	0.00 %	55,000.00	0.00
46	Intake - Mobilization	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
78	Site - Fence	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
23	Steel Test Pile Program	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
55	Intake - Submersible Non Clog Pump	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
87	Building - Plumbing	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
96	Start Up & Testing	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
32	Strip & Prep Site for Grading	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
64	Site - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
9	Remove SWPPP Materials	3,000.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
105	O & M Manuals - Draft Preparation	8,000.00	0.00	0.00	0.00	0.00	0.00 %	8,000.00	0.00
41	Submittals Intake Facility	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00

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73	Site - Electrical Duct Bank, Conduit & Boxes	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
18	Install Crackstopper Wall Sheets	500,000.00	85,000.00	0.00	0.00	85,000.00	17.00 %	415,000.00	0.00
50	Intake - Sloped Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
82	Building - Mobilization	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
27	Place Rebar in Piles	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
59	Intake - Fish Screen	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	0.00
91	Building - Electrical Rough In Walls	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
4	Permits	15,000.00	11,250.00	0.00	0.00	11,250.00	75.00 %	3,750.00	0.00
100	Instruction - Generator	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
36	Grading Phase 3	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
68	Site - Raw Water	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
13	Mobilization Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	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
77	Site - Electrical Wire	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
22	Mobilization Steel Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
54	Intake - Vertical Turbine Pump	280,000.00	0.00	0.00	0.00	0.00	0.00 %	280,000.00	0.00
86	Building - Doors, Painting & Gates	185,000.00	0.00	0.00	0.00	0.00	0.00 %	185,000.00	0.00
95	Building - Generator & Fuel Tank	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
31	Clean Up Misc Debris	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
63	Intake - Install Coatings	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
8	Maintain SWPPP Materials	13,000.00	0.00	0.00	0.00	0.00	0.00 %	13,000.00	0.00
104	Instruction - Building	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00

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40	Asphalt Paving	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
72	Site - Electrical PGE Primary & Secondary	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
17	Mobilization Sheet Piling	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
49	Intake - Structural Concrete	900,000.00	0.00	0.00	0.00	0.00	0.00 %	900,000.00	0.00
81	Site - Concrete Flatwork	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
26	Place Seal Course Concrete in Piles	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
58	Intake - Log Booms	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
90	Building - Electrical Under Slab Rough In	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	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
99	Instruction - Electrical	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
35	Grading Phase 2	800,000.00	0.00	0.00	0.00	0.00	0.00 %	800,000.00	0.00
67	Site - Sewer	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	0.00
12	Submittals/Engineering Front Cofferdam	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
108	Contractor Record Drawings	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
44	Office Trailer & Yard Services	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
76	Site - Electrical Switchgear, MCC & Transformer	225,000.00	0.00	0.00	0.00	0.00	0.00 %	225,000.00	0.00
21	Submittals/Engineering Steel Piles	25,000.00	6,250.00	0.00	0.00	6,250.00	25.00 %	18,750.00	0.00
53	Intake - Dewatering	150,000.00	0.00	0.00	0.00	0.00	0.00 %	150,000.00	0.00
85	Building - Roofing & Gutters	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
94	Building - Electrical Finish	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
30	Mobilization Grading	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
62	Intake - Monorail, Trolley's &	60,000.00	0.00	0.00	0.00	0.00	0.00 %	60,000.00	0.00

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	Hoist								
7	Buy & Install SWPPP Materials	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
103	Instruction - Site Work	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
39	Aggregate Base	70,000.00	0.00	0.00	0.00	0.00	0.00 %	70,000.00	0.00
71	Site - Rip Rap	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
16	Submittals/Engineering Sheet Piling	25,000.00	12,500.00	0.00	0.00	12,500.00	50.00 %	12,500.00	0.00
48	Intake - Sacraficial Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
80	Site - Concrete Roadway	200,000.00	0.00	0.00	0.00	0.00	0.00 %	200,000.00	0.00
25	Drive Steel Piles Exterior	1,000,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000,000.00	0.00
57	Intake - Vertical Turbine Submersible Pump	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
89	Building - Concrete	100,000.00	0.00	0.00	0.00	0.00	0.00 %	100,000.00	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
98	Instruction - Fish Screen	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
34	Grading Phase 1	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
66	Site - Storm Drain	300,000.00	0.00	0.00	0.00	0.00	0.00 %	300,000.00	0.00
11	Install/Remove Shoring Materials	25,000.00	0.00	0.00	0.00	0.00	0.00 %	25,000.00	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
43	Office Trailer & Yard Set Up	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00
75	Site - Electrical Control Panels	145,000.00	0.00	0.00	0.00	0.00	0.00 %	145,000.00	0.00
20	Install Interior Sheets	950,000.00	0.00	0.00	0.00	0.00	0.00 %	950,000.00	0.00
52	Intake - Structural Steel	250,000.00	0.00	0.00	0.00	0.00	0.00 %	250,000.00	0.00
84	Building - Steel Trusses & Deck	75,000.00	0.00	0.00	0.00	0.00	0.00 %	75,000.00	0.00

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29	Submittals Grading	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	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
93	Building - Electrical Fire Alarm	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
6	SWPPP Mobilization	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
38	Finish Grading Concrete/AC Areas	50,000.00	0.00	0.00	0.00	0.00	0.00 %	50,000.00	0.00
70	Site - Cathodic Protection	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
	GRAND TOTAL	$ 16,156,000.00	$ 424,750.00	$ 21,250.00	$ 0.00	$ 446,000.00	2.76 %	$ 15,710,000.00	$ 0.00

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Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Progress Payment #4	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project City of Stockton

Preston Pipelines Progress Payment #4		Submitted : Status: Draft
Contract:	M09110	
Contractor:	Preston Pipelines, Inc.	
Purchase Order:	163445 & 163446	
Created By:	Preston Pipelines, Inc., Steve Dunn	
Created:	02/02/2010	

Upon receipt by the undersigned of a check from
(MAKER OF CHECK): City of Stockton
in the sum of
(AMOUNT OF CHECK): 19,125.00
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 Intake Project
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): 01/31/2010
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: Marie Emery, Marie Emery, Finance Dirctor, 2/3/10			
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) # 3	Carollo Stockton Delta Water Supply Project Intake and Pump Station Facility	Delta Water Supply Project City of Stockton

Unconditional Waiver Progress Payment #3

Contract:	M09110	Submitted:	02/02/2010
Contractor:	Preston Pipelines, Inc.	Submitted To:	Mike Warriner,Tim Karlstrand
Purchase Order:	163445 & 163446	Revision Date:	
		Status:	Pending
		Priority:	Low
Created By:	Preston Pipelines, Inc., Steve Dunn		
Created:	02/02/2010		

The undersigned has been paid and has received a progress payment in the sum of
(AMOUNT OF PAYMENT): 19,125.00
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 Intake Project
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): 12/31/2009
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 # 3	December 2009 Payment Application #3	Closed Approved
Conditional Waiver and Release Upon Progress Payment - Civil Code Section 3262 (d)(1) Preston Pipelines Progress Payment #3	Preston Pipelines Progress Payment #3	Pending

Signed: Marite Emery Marite Emery, Finance Director 2/3/10
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.