



Contract Number

22-113

SAP Number

San Bernardino County Flood Control District

Department Contract Representative
Telephone Number

Brendon Biggs
(909) 387-7906

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Arch Insurance Company
Susan D. Neff

1920002522/52002445/F01667

Briefly describe the general nature of the contract:

Arch Insurance Company (Arch) and the San Bernardino County Flood Control District negotiated a Takeover Agreement to provide for the completion of the Cactus Basins 4 and 5 Project by another contractor selected by Arch.

FOR COUNTY USE ONLY

Approved as to Legal Form

SEE ATTACHED

Julie Surber, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

Andy Silao
Andy Silao, P.E.

Date 2/14/2022

Reviewed/Approved by District

Brendon Biggs
Brendon Biggs, Chief Flood Control Engineer

Date 2/15/22

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



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Date _____

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► 
Brendon Biggs, Chief Flood Control Engineer

Date _____

TAKEOVER AGREEMENT

I. RECITALS

1. The parties to this Takeover Agreement ("Agreement") are ARCH INSURANCE COMPANY ("Arch" or "Surety") and the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT ("Owner"). This Agreement is effective as of the date last signed by any party ("Effective Date").

2. Owner entered into a Contract (the "Contract") with ROCKFORCE CONSTRUCTION, LLC ("ROCKFORCE" or "Principal") for ROCKFORCE to furnish all labor and material and perform all work for the "Cactus Basins 4&5 - Contract No. 19-51 & Work Order F01667" (the "Project") in accordance with the terms and provisions of the Contract, a copy of the Contract being attached hereto as Exhibit "A" and incorporated herein, including all Contract Documents forming a part of the Contract, as enumerated in the Contract and modifications, amendments and/or changes to the Contract effectuated prior to the Effective Date of this Agreement. References herein to the "Contract" shall be deemed to include references to all modifications, amendments and/or changes to the Contract effectuated prior to the Effective Date of this Agreement.

3. As required by the Contract, Surety issued Performance and Payment Bonds numbered SU 115 0851 identifying ROCKFORCE as the principal and Owner as the obligee (the "Performance Bond" and "Payment Bond"), each of which are in the Penal Sum equal to the Contract Price under the Contract of \$14,574,460, copies of these Bonds being attached hereto as Exhibit "B", respectively, and incorporated herein;

4. On July 28, 2021, Owner sent a letter informing ROCKFORCE that Owner was terminating the Contract due to ROCKFORCE's defaults thereunder, and the Notice of Termination for Breach being attached hereto as Exhibit "C" and incorporated herein. In the same letter, the Owner demanded that Arch complete the Project pursuant to the terms of the Performance Bond.

5. As of the date of ROCKFORCE's default under the Contract, certain work, and other obligations of ROCKFORCE remain to be performed under the Contract.

6. Surety acknowledges its obligations under the Performance Bond to perform and complete the Remaining Work/Obligations upon ROCKFORCE's default and termination by the Owner; accordingly, Surety agrees to complete the Remaining Work/Obligations by retaining one or more Completion Contractors, subject to written approval by Owner, to complete the Remaining Work/Obligations under the Contract, in accordance with the terms, conditions and other requirements of the Contract, subject to the terms and conditions of the Performance Bond and this Agreement.

7. The Owner acknowledges that Arch is acting in its capacity as the Surety for ROCKFORCE in making arrangements for the performance and completion of the Remaining Work/Obligations.

NOW, THEREFORE, based on the exchange of valuable consideration, including the covenants and conditions of this Agreement, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, Surety and Owner agree to the following terms and conditions:

II. TERMS AND CONDITIONS

1. **Recitals.** The above Recitals and the terms and conditions herein are contractual and not merely recitals and the agreements contained herein and consideration transferred are to satisfy the rights and obligations between Owner and Surety, except as to claims reserved by this Agreement.

2. **Incorporation of the Contract.** The Contract is incorporated by reference into this Agreement, including the Contract Documents, including but not limited to, any Addendum (which pertains to the Contract Documents), Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Bonds, permits, the Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications and Change Orders issued after the execution of the Contract. All terms of the Contract are incorporated herein.

3. **Balance of the Contract Sum.** Arch will procure the performance of the Remaining Work relying on, among other things, the Owner's representation that the outstanding earned and unpaid Contract funds in the amount of \$1,660,314.41 shall be paid to Arch. The Owner represents the Balance of the Contract Sum is as follows:

Original Contract Price		\$14,574,460.00
Adjusted for Approved Change Orders		\$0.00
Revised Contract Price		\$14,574,460.00
Less Amounts Paid to Date		(\$10,560,825.05)
Stop Payment Notices (Exhibit D)	\$1,095,441.64	
Protective Measures by Three Peaks	\$80,831.95	
Adjusted Contract Balance (undisputed)		\$2,837,361.36
District Staff Costs (reserved)	\$120,871.95	
Partial Liquidated Damages (reserved)	\$907,500.00 ¹	
Attorney's Fees (reserved)	\$148,675.00 ²	
Balance of the Contract Sum		\$1,660,314.41

Owner agrees that the Balance of the Contract Sum will be paid to Arch for the completion of the Remaining Work pursuant to this Agreement and subject to the express reservations herein. Nothing contained in this Agreement shall be deemed to release, forfeit and/or diminish any claim by Owner for the following: (1) costs incurred by Owner's staff and operations group to maintain and/or protect the Project (see Exhibit E); (2) full assessment of liquidated damages through the completion of the Project by the Completion Contractor; and (3) Owner's right to

¹ The partial liquidated damages amount was calculated based on a daily rate of liquidated damages of \$2,500 from 2/10/21 through 2/8/22 (i.e., 363 days).

² This amount represents attorney's fees only invoiced through December 31, 2021.

recover all costs and reasonable expenses and fees, including reasonable attorney's fees, pursuant to the terms of the Performance Bond. Arch disputes the claims reserved by the Owner and claims entitlement to the amounts withheld under these reserved categories. At the conclusion of the Project, it is the intent of the Parties hereto to meet and confer to resolve all claims, including the Owner's claims for costs discussed above. Upon the resolution of any such claims, any balance of contract funds remaining after crediting the Owner for any reserved costs shall be paid to Arch. Arch expressly reserves the right to verify all Contract fund accountings and to request the appropriate adjustments from the Owner and/or its representatives. The Balance of the Contract Sum shall be increased by the value of future Change Orders subsequently approved by Owner.

4. Release of Stop Payment Notices. Surety shall arrange for the release of stop payment notices either by settlement and the resultant statutory waivers and releases or by filing with Owner applicable stop payment notice release bonds. Owner shall accept any stop payment notice release bonds that Surety provides issued by a California admitted surety and that comply in all respects with the requirements of California Civil Code section 9364. Once a stop payment notice is released, Owner will make these funds available to Arch as part of the Balance of the Contract Sum.

5. Surety to Perform Remaining Work. Surety shall be responsible for the completion of all Work in accordance with the entire Contract. Surety shall perform the Remaining Work through one or more completion contractors (hereinafter "Completion Contractor"), subject to written approval by the Owner, which Surety shall engage pursuant to the terms of a separate agreement. Owner hereby acknowledges that Surety is not acting as a contractor and is not licensed as a contractor in the State of California, and hereby agrees to fully and forever waive and release any and all claims that Owner might allege against Surety based solely on the grounds that Surety is an unlicensed contractor for the work performed pursuant to the Agreement.

6. Indemnity by Surety for Release of Funds. Surety agrees to defend, indemnify and hold Owner harmless, at Surety's sole expense, from any and all claims asserted by any claimants that furnished labor, services, equipment and/or materials on the Project challenging the release of any contract funds to Surety.

7. Owner's Rights and Obligations Under the Contract. Except to the extent provided in this Agreement, Owner shall have all rights, obligations, and responsibilities under the Contract with respect to Surety, to the reasonable extent and effect as if Surety had executed the Contract.

8. Owner's Right with Respect to Changes in the Work. Owner reserves the right, to the extent appropriate under the Contract and this Agreement, to issue Change Orders. The terms of these Change Orders, including attendant extensions of time and valuation of Change Order work, shall be determined as provided in the Contract. Surety reserves the right to refuse to perform any extra or additional work if such work constitutes a cardinal change under the Contract. Owner reserves the right to dispute that the extra or additional work constitutes a cardinal change and to immediately submit the dispute to mediation with a mutually agreeable

mediator followed, if necessary, by legal action, including but not limited to any appropriate injunctive or other equitable relief.

9. Schedule for Completion of Remaining Work and New Completion Date. Within ten (10) calendar days after the Effective Date of this Agreement, Completion Contractor shall furnish to Owner all insurance certificates and other proofs of insurance required by the Contract, prior to starting work. The Owner will give a Notice to Proceed after all insurance requirements of the Contract have been met. Within thirty (30) days after the Notice to Proceed is issued, Surety and Owner will agree upon "Takeover Completion Date" by which Surety shall complete the Project. Owner reserves the right to recover all liquidated damages permitted under the Contract accruing prior to the Takeover Completion Date, and further retains the right to assess liquidated damages if the Surety does not complete the Project by the Takeover Completion Date, subject to timely and proper claims by Surety for excusable and/or compensable delay that fully comply with all contractual requirements.

10. Completion Contractor. The Completion Contractor shall be a contractor to the Surety, and no contractual relationship shall exist between Owner and Completion Contractor pursuant to this Agreement. Insurance and license requirements for the Completion Contractor shall be in accordance with the Contract Documents. The Completion Contractor shall not be required to procure new surety bonds identifying the Owner as obligee. Owner acknowledges that, subject to the terms of the Contract, the Completion Contractor is authorized to make routine day-to-day decisions regarding the operation and manner of performing the Remaining Work, but does not have authority to: (i) agree to any changes in the Contract or Remaining Work other than minor design changes or clarifications that do not increase the Project's cost nor extend its schedule (ii) agree to any Change Orders; (iii) agree to any back charges or deductions of any nature; (iv) agree to any schedule changes; or (v) agree to any adjustments in the Contract amount or Remaining Work other than minor design changes or clarifications that do not increase the Project's cost nor extend its schedule, without the Surety's prior express written consent which shall be delivered to Owner as a condition precedent to the Completion Contractor negotiating items (i) through (v), such consent not to be unreasonably withheld. The Remaining Work shall be subject to inspection and acceptance by the Owner and applicable federal, state, and local agencies with jurisdiction, as provided in the Contract. The Owner shall forward concurrently to Surety (by U.S. Mail or email as appropriate) a copy of all its written communications directed to the Completion Contractor.

11. Surety Representative. All communications and administration will be between the Owner and the Surety and its consultant, Richard Tropp of J.S. Held, LLC (the "Consultant"). The Surety hereby designates and authorizes Consultant to sign, on Surety's behalf, any instrument which is required, or may be requested, by the Owner in connection with the administration of the Contract.

12. Preservation of Penal Sum of Performance Bond. The Owner hereby confirms that Arch's liability and obligation hereunder shall not extend beyond the penal sum of its Performance Bond. All payments made by Arch previously, and those made in the future, have been and will be credited against the penal sum of the Performance Bond, less the amount paid to Arch under the Contract and this Agreement. Surety cannot credit any attorneys' fees or consultant fees (construction consultants such as J.S. Held, LLC) against the penal sum.

Neither this Agreement nor any other Arch act constitutes a waiver of such penal sum or an increase in the liability of Arch under the Performance Bond.

13. Payment Bond and Payment Bond Claims. The Payment Bond shall remain in full force and effect in accordance with its terms and provisions. The total liability of the Surety under the Payment Bond is limited to and shall not exceed the penal sum of the Payment Bond. Surety will, with all reasonable speed, investigate and discharge its liability under the Payment Bond as to all demands upon it by subcontractors and suppliers to ROCKFORCE for labor, equipment and/or materials furnished to the Project in connection with ROCKFORCE's work, subject to proper defenses and back charges the Surety determines have merit

14. Payment Requisitions. Surety, through its Completion Contractor, shall submit to Owner whatever information or documentation is required regarding the work performed under the Contract, to conform and support the requisition process and schedule established under the Contract. Owner recognizes that Surety shall be completing the Remaining Work through the services of the Completion Contractor. Subject to requirements of the Contract Documents, Owner shall accept the Completion Contractor's work, progress of the work, quality of the work, conformance of the work to the requirements of the Contract, payments to others, warranty and maintenance of the work, and all other matters pertinent to the Contract, wherever such representations are required by the Contract, as if those representations had been made by Surety, since Surety may have no personal knowledge of such matters.

15. Satisfaction of Surety's Performance Obligation. Surety's satisfaction of its obligations under the Contract, the Bonds and this Agreement or Surety's expenditure of the Performance Bond Penal Sum, whichever comes first, shall satisfy Surety's performance obligations under the Contract, its Performance Bond, and this Agreement. Owner represents that Principal would have been required to complete all of its obligations under the Contract had Principal not been declared to be in default and that, prior to the date of this Agreement and other than approved changed orders, Owner had not made any agreement with Principal that any item of work included in the Contract would not have to be performed.

16. Notices. All notices and correspondence to Owner, other than routine email correspondence, shall be mailed, with a copy by email, to

Brendon Biggs
Director
Public Works Department
825 East Third Street
San Bernardino, CA 92415-0835
bbiggs@dpw.sbcounty.gov

With a copy to:

Sophie A. Akins
Deputy County Counsel
Office of County Counsel
385 North Arrowhead Avenue, 4th Floor

San Bernardino, CA 92415-0140
sophie.akins@cc.sbcounty.gov

and

Mary A. Salamone
Procopio, Cory, Hargreaves & Savitch LLP
100 Spectrum Center Drive, Suite 520
Irvine, California 92618
mary.salamone@procopio.com

All notices and correspondence to Surety, other than routine email correspondence, shall be mailed and emailed to:

Susan D. Neff, Esq.
Senior Surety Counsel
Arch Insurance Company
550 S. Hope Street, Suite 2800
Los Angeles, California 90017
sneff@archinsurance.com

With a copy to:

Christopher Bunge
Watt, Tieder, Hoffar & Fitzgerald, LLP
4 Park Plaza, Suite 1000
Irvine, California 92614
cbunge@watttieder.com

and

Richard Tropp
J.S. Held, LLC
1701 Quail Street, Suite 200
Newport Beach, California 92660
rtropp@jsheld.com

17. Contract and Bonds in Full Force and Effect. Except as modified by this Agreement, all of the terms and conditions of the Contract and Bonds, including the plans and specifications thereof, remain unaffected. Surety confirms that its Performance and Payment Bonds Nos. SU 115 0851 remain in full force and effect according to their terms.

18. No Third-Party Rights. Nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third parties, or to waive or release any defense or limitation against third party claims.

19. All Claims Referred to Surety. Owner recognizes that Surety may be liable to unpaid suppliers and subcontractors of Principal. Other than as required by law, Owner agrees to make no representations or promises of payment to these suppliers and subcontractors and to refer all inquiries to Surety.

20. Surety's Performance Rights Confirmed. Nothing shall limit Surety's rights under the Contract and applicable law. Owner hereby recognizes those rights, including the right of equitable subrogation. Further, Owner recognizes Surety's rights as a performing Surety under the Contract, including the right to additional compensation or damages where allowed or appropriate under the Contract or applicable law for claims or matters arising after the date of this Agreement. The Owner expressly agrees and acknowledges: (i) that Surety is entering into this Agreement not as a contractor, but as a means of satisfying the Surety's performance bond obligations; (ii) that the Surety has provided to Owner the Completion Contractor, a licensed contractor, to finish the Project; and (iii) that the Owner hereby forever releases and discharges any and all claims that the Surety is an unlicensed contractor.

21. Agreement Binding on Successors. This Agreement shall be binding upon the successors and assignees of Surety and Owner. Surety shall not assign this Agreement without the written consent of Owner. Assignment without such written consent shall be void.

22. No Modification Except in Writing. This Agreement cannot be modified except in a writing signed by both Owner and Surety.

23. Agreement Controls. In case of conflict between the provisions of this Agreement and the provisions of the Contract and/or Performance and Payment Bonds, this Agreement shall control. Notwithstanding any other provision herein, this Agreement shall not be interpreted to limit any of the Owner's rights under the Contract or the Performance Bond. Further, this Agreement, the Contract and the Performance and Payment Bonds constitute the entire Agreement between Owner and Surety and, together, supersede all prior negotiations, representations, offers, other writings and oral statements of every description.

24. Construction and Application of Law. The parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the party preparing or drafting that Agreement. The parties also agree that this Agreement and its performance shall be governed by and construed in accordance with all applicable local, state, and federal laws, regulations, rules, and ordinances.

25. Validity. The provisions of this Agreement shall be applied and interpreted in a

manner consistent with each other so as to carry out the purposes and intent of the parties, but if for any reason any provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed provision had not been a part of this Agreement. The headings of the Paragraphs are included solely for convenience of reference, and if there is any conflict between such headings and the text of Agreement, the Agreement shall control. This Agreement shall be governed by the laws of the State of California.

26. No Waiver. The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

27. Counterparts/Facsimile. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed to be an original with all the counterparts constituting but one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

28. Reservation of Rights. Notwithstanding any contrary statement or provision of this Agreement, nothing contained herein nor any payments made pursuant hereto nor any performance hereunder shall constitute a waiver of any claims by any party to this Agreement. Such claims include any previous change order request, Government Code claim or any other affirmative claim that ROCKFORCE has timely presented or may present to the Owner relating to the Project.

29. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

30. Flood Control District Mandatory Provision. All of the Owner's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Refunding Bonds") issued by the Owner in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Refunding Bonds. Any payments under this Agreement are subject to the prior pledge of revenues described above. Owner payments pursuant to this Agreement will be made to the extent there are sufficient funds available after payment of the Refunding Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the Owner from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the Owner (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the Owner pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the Owner, investment

income and all other money howsoever derived by the Owner from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the Owner, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the Owner. Sufficient appropriation and revenue were included in the District's 2018-19 budget (1920002522 11F01667) at the time of contract award to ROCKFORCE and have been included in subsequent recommended budgets.

31. Applicable Laws. In performing its obligations and duties under this Agreement, each party shall comply with all applicable local, state, and federal laws, regulations, rules, and ordinances.

32. Attorneys' Fees. In the event any action is brought between the parties hereto relating to this Agreement or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs in connection with such action or proceeding.

WHEREFORE, the parties have executed this Agreement by their authorized representatives. This Agreement is effective as of the last date written below.

Dated: March 1, 2022

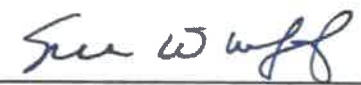
SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT

By: 

Title: Chairman, Board of Supervisors

Dated: February 11, 2022

ARCH INSURANCE COMPANY

By: 

Susan D. Neff

Title: Senior Surety Counsel

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONTELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By 

Deputy

EXHIBIT A

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

January 29, 2019

**FROM: KEVIN BLAKESLEE, Chief Flood Control Engineer
Flood Control District**

**SUBJECT: CONTRACT WITH ROCKFORCE CONSTRUCTION, LLC. FOR THE CACTUS
BASINS 4 AND 5 PROJECT, RIALTO AREA**

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Flood Control District:

1. Approve Addendum No 1, issued on October 17, 2018, Addendum No. 2, issued on October 18, 2018, Addendum No. 3, issued on November 9, 2018, Addendum No. 4, issued on November 21, 2018, and Addendum No. 5, issued on November 27, 2018 to the bid documents for Cactus Basins 4 and 5 project (Project).
2. Award Contract No. 19-51 to RockForce Construction, LLC (Lake Forest, CA), in the amount of \$14,574,460 for the Project in the Rialto area.
3. Authorize a contingency fund of \$1,457,446 for the Project.
4. Approve Escrow Agreement for Security Deposits in Lieu of Retention (Escrow Agreement) with RockForce Construction, LLC and American Business Bank pursuant to Public Contract Code section 22300.
5. Authorize the Chief Flood Control Engineer to execute the Escrow Agreement and to provide and receive written notice under the agreement.
6. Direct the Chief Flood Control Engineer to transmit all documents in relation to Escrow Agreement to the Clerk of the Board after execution.
7. Authorize the Chief Flood Control Engineer to approve the expenditure of the contingency fund of \$1,457,446 for verified quantity overruns for this unit priced construction contract.
8. Authorize the Chief Flood Control Engineer to order any necessary changes or additions in the work being performed under the contract for a total amount not to exceed \$150,000 of the \$1,457,446 contingency fund, pursuant to Public Contract Code section 21061(d).
9. Authorize the Chief Flood Control Engineer to accept the work when 100% complete and execute and file the Notice of Completion.

(Presenter: Kevin Blakeslee, Chief Flood Control Engineer, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Provide for the Safety, Health and Social Service Needs of County Residents.

Page 1 of 4

cc: Flood-Ali w/ agree
Contractor c/o Flood w/ agree
Flood-Blakeslee
Purchasing-Churchill
CAO-Hernandez-Barker
File - w/ agree
mb 02/04/19

ITEM 47

Record of Action of the Board of Supervisors
APPROVED/CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
County Flood Control District

MOTION	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: January 29, 2019

**CONTRACT WITH ROCKFORCE CONSTRUCTION, LLC. FOR THE
CACTUS BASINS 4 AND 5 PROJECT, RIALTO AREA
JANUARY 29, 2019
PAGE 2 OF 4**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The San Bernardino County Flood Control District (District) is funded by property taxes, fees, and other local, state, and federal funding. This Project is funded by a \$3 million grant from the Federal Emergency Management Agency (FEMA), the City of Rialto, the San Bernardino County Transportation Authority, and Caltrans are jointly contributing \$8 million and the remainder from the District's Flood Control Zone 2 budget. Sufficient appropriation and revenue have been included in the District's 2018-19 budget (1920002522 11F01667) and will be included in future recommended budgets.

BACKGROUND INFORMATION

The proposed Project is located in the City of Rialto, south of Interstate 210, between Cactus Avenue and Ayala Drive and south of Renaissance Boulevard. This Project is immediately upstream of the Cactus Basin 3 and 3A project, which was approved by the Board of Supervisors (Board) on August 11, 2015, (Item No. 46) and completed on October 12, 2017.

Increased runoff from the construction of Interstate 210 to the north of the basins (completed in 2007) has and will continue to increase demands on the District's flood control facilities and the subject basins in particular. The Project consists of excavation and construction of a dam and outlet-works to create temporary holding capacity for storm run-off, which will help mitigate impacts from the construction of the Interstate 210 freeway by reducing the downstream peak storm flows.

This Project is one component of an overall system designed to provide 100-year flood protection to residences, businesses, and public infrastructure adjacent to Cactus Channel and Rialto Channel in the cities of Rialto and Colton. On August 11, 2015 (Item No. 45), the Board approved an Agreement with the San Bernardino Valley Municipal Water District (SBVMWD) to construct facilities to provide for spreading water within Basins 3, 3A, and 4, in the future. SBVMWD bears full cost of constructing these facilities and obtaining environmental clearance to recharge storm water and imported water in the basins, which is still pending.

On May 7, 2013, (Item No. 96) the Board certified that the Supplemental Environmental Impact Report (SCH #1987110914) for the Project was completed in compliance with the California Environmental Quality Act. The Board adopted the report's Facts and Findings and the Mitigation and Monitoring Program, and directed the Clerk of the Board to file the Notice of Determination.

On August 21, 2018, (Item No. 69) the Board approved the Project plans and specifications and authorized the Chief Flood Control Engineer to advertise the Project for bids.

The Project aligns with the County and Chief Executive Officer's goals and objectives of ensuring the development of a well-planned, balanced and sustainable County, as well as providing for the safety, health and social service needs of County residents.

**CONTRACT WITH ROCKFORCE CONSTRUCTION, LLC. FOR THE
CACTUS BASINS 4 AND 5 PROJECT, RIALTO AREA
JANUARY 29, 2019
PAGE 3 OF 4**

Following Board approval of this item, construction is anticipated to commence mid-March 2019 and be completed by end of August 2020.

PROCUREMENT

This Project was advertised in the Daily Press newspaper on October 16, 2018, in the Precinct Reporter on October 18, 2018, and released on the County Electronic Procurement Network (ePro) on October 16, 2018. Notice inviting bids was also provided to specified construction trade journals as required by Public Contract Code section 22036. On December 4, 2018, the following six bids were received:

<u>Contractor</u>	<u>Location</u>	<u>Total Bid</u>
RockForce Construction, LLC	Lake Forest, CA	\$14,574,460.00
J.M. Olvera Engineering, Inc.	Highland, CA	\$14,777,777.00
James McMinn, Inc.	Grand Terrace, CA	\$16,994,370.00
Granite Construction Company	Indio, CA	\$17,521,000.00
Sukut Construction, LLC	Santa Ana, CA	\$18,992,230.00
Altfillisch Contractors, Inc. dba ACI	Corona, CA	\$19,992,492.65

There were five addendums issued during the bidding phase.

- Addendum 1:** Provided signature page, which was inadvertently excluded from Special provisions PDF file. Modified Plan set PDF file to included DSOD signed plans and reduced file size to facilitate downloading by Bidders.
- Addendum 2:** Modified Mandatory Pre-Bid Meeting verbiage contained in the Notice to Contractors portion of special Provisions.
- Addendum 3:** Modified bid opening date. Revised various Plans and Special Provision Sections. Replaced bid sheets to reflect new and revised quantities resulting from plan revisions and erroneous estimates. Responded to questions submitted by bidders and established revised deadline for receiving questions. Provided most current topographic data. Provided downloadable CAD files for Bidders. Provided Pre Bid Meeting sign-in and handouts including Project access locations and photos of debris to be removed.
- Addendum 4:** Revised various Special Provision Sections. Replaced bid sheets to reflect new quantities resulting from modifications to Special Provisions. Responded to questions submitted by bidders.
- Addendum 5:** Modified bid opening date. Replaced bid sheets to reflect revised quantities due to error in previous bid sheet.

The District reviewed the bids received and determined that they are responsive, and recommends that the Board award the contract to RockForce Construction, LLC, the lowest

**CONTRACT WITH ROCKFORCE CONSTRUCTION, LLC. FOR THE
CACTUS BASINS 4 AND 5 PROJECT, RIALTO AREA
JANUARY 29, 2019
PAGE 4 OF 4**

responsive bidder. The District received a bid protest from the third low bidder, James McMinn, Inc., on December 7, 2018, protesting the two low bids. The District reviewed the bid protest in conjunction with its legal counsel and determined that the protest failed to state a basis under which either of the first two low bids could be rejected as non-responsive. As such, the District rejected the bid protest via letter dated December 14, 2018.

This Project will have a 10 percent contingency fund of \$1,457,446 to compensate the contractor for verified quantity overruns, as well as changes in the contract under certain circumstances. Under an established formula based on the contract amount, Public Contract Code section 21061(d) allows the Board to authorize the Chief Flood Control Engineer to order changes in the contract, including for unforeseen conditions or design shortfalls, should they become necessary in the future, for a total amount not to exceed \$150,000 of the \$1,457,466 contingency fund.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Sophie A. Akins, Deputy County Counsel, 387-5455) on December 13, 2018; Purchasing (Michelle Churchill, Lead Buyer, 387-8258) on December 17, 2018; Finance (Paloma Hernandez-Barker, Administrative Analyst, 387-5426) on December 18, 2018; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on December 19, 2018.



Contract Number

19-51

SAP Number

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

District Contract Representative
Telephone Number

Mohammad Ali
909 387-7920

Contractor
CSLB No.
DIR Registration No.
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

RockForce Construction, LLC
999390
1000004540
Craig Roth
949 441-5200
14,574,460.00
14,574,460.00
1920002522/52002445/F01667

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE I. That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by the San Bernardino County Flood Control District (District), and under the conditions expressed in the two bonds, hereunto annexed, the RockForce (Contractor) agrees with the District, at his own proper cost and expense to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the District's Flood Control Engineer in accordance with the following:

Plans entitled: Plans for Construction on Cactus Basins No. 4 & 5 From Renaissance Way East of Ayala Drive to Approximately 2,500 feet South; Area: City of Rialto; W.O.: F01667; System No.: 2-104-4 E & F.

Standard Specifications and Standard Plans of the State of California, Department of Transportation, dated May 2006 unless specified otherwise in the Special Provisions.

Special Provisions entitled: Special Provisions for Construction on Cactus Basins No. 4 & 5 From Renaissance Way East of Ayala Drive to Approximately 2,500 feet South; Length: 2,500 feet; W.O.: F01667; Area: City of Rialto; System No.: 2-104-4 E & F, including Addendums 1 through 5.

ARTICLE II. Contractor agrees to receive and accept the following prices, as full compensation for furnishing all materials, and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the District and for all the risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Project:

Cactus Basins 4 and 5

W.O. #: F01667

Limits:

Rialto

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	1.00	L.S.	Prepare Storm Water Pollution Prevention Plan	\$ 5,000.00	\$ 5,000.00
2	1.00	L.S.	SWPPP Implementation	\$ 50,000.00	\$ 50,000.00
3	1.00	L.S.	Mobilization	\$ 1,200,000.00	\$ 1,200,000.00
4	1.00	L.S.	Field Office Facility	\$ 75,000.00	\$ 75,000.00
5	1.00	L.S.	Traffic Control	\$ 20,000.00	\$ 20,000.00
6	1.00	L.S.	Develop Water & Power Supply	\$ 100,000.00	\$ 100,000.00
7	1.00	L.S.	Construction Protection Diversion & Control of Water	\$ 50,000.00	\$ 50,000.00
8	1.00	L.S.	Trench Excavation Safety / Shoring	\$ 15,000.00	\$ 15,000.00
9	1.00	L.S.	Locate and Protect Existing Utilities	\$ 10,000.00	\$ 10,000.00
10	1.00	L.S.	On-Site Environmental Mitigation	\$ 10,000.00	\$ 10,000.00
11	1.00	L.S.	Clearing and Grubbing	\$ 500,000.00	\$ 500,000.00
12	5.00	EA.	Remove Trees	\$ 500.00	\$ 2,500.00
13	1.00	L.S.	Outlet Spillway Underdrain and Air Vent System	\$ 76,000.00	\$ 76,000.00
14	1.00	L.S.	Cactus Channel Outlet C.R.S.P. Underdrain System	\$ 35,000.00	\$ 35,000.00
15	1.00	L.S.	Cactus Channel Outlet C.R.S.P. 12" HDPE Drain	\$ 33,000.00	\$ 33,000.00
16	1,350.00	L.F.	Remove & Dispose of Existing Pipe	\$ 25.00	\$ 33,750.00
17	40,000.00	C.Y.	Import Borrow	\$ 6.00	\$ 240,000.00
18	79,000.00	C.Y.	Dam Foundation Excavation	\$ 3.00	\$ 237,000.00
19	305,000.00	C.Y.	Dam Embankment	\$ 6.00	\$ 1,830,000.00
20	840,000.00	C.Y.	Excavation	\$ 2.00	\$ 1,680,000.00
21	94,000.00	C.Y.	Basin Embankment	\$ 1.00	\$ 94,000.00
22	5,000.00	C.Y.	Erosion Control / Re-Vegetation	\$ 4.50	\$ 22,500.00
23	2,600.00	S.Y.	3-inch Thick Mud Slab - Spillway Chute Section	\$ 40.00	\$ 104,000.00
24	290.00	C.Y.	Class 1 Concrete RCB Invert & Cut-Off Walls	\$ 550.00	\$ 159,500.00
25	560.00	C.Y.	Class 1 Concrete RCB Walls & Deck	\$ 750.00	\$ 420,000.00
26	95.00	C.Y.	Class 1 Concrete RCB Inlet & Outlet Structure Invert & Cut-Off Walls	\$ 500.00	\$ 47,500.00
27	80.00	C.Y.	Class 1 Concrete RCB Inlet & Outlet Structure Walls	\$ 1,400.00	\$ 112,000.00
28	2,375.00	C.Y.	Class 1 Concrete Spillway Invert, Toe Slab & Cut-Off Walls	\$ 455.00	\$ 1,080,625.00
29	185.00	C.Y.	Class 1 Concrete Spillway Walls	\$ 1,350.00	\$ 249,750.00
30	200.00	C.Y.	Class 1 Concrete Retaining Wall - Caltrans RSP B3-1B Type 1 (Case 2)	\$ 750.00	\$ 150,000.00
31	880.00	C.Y.	Class 1 Concrete Reinforced Concrete U-Ditch, Longitudinal Gutter, Drainage Swale, Pavement Cut-off Walls, Ships Ladder Foundation	\$ 600.00	\$ 528,000.00

Project:

Cactus Basins 4 and 5

W.O. #: F01667

Limits:

Rialto

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
32	80.00	C.Y.	Class 1 Concrete Spillway & RCB Inlet Access Stairs	\$ 1,250.00	\$ 100,000.00
33	1.00	EA.	Galvanized Steel Ships Ladder with Extended Hand-Rail	\$ 30,000.00	\$ 30,000.00
34	340.00	C.Y.	Class 1 Concrete - Cactus Channel Outlet Retaining Wall - Caltrans B3-1A Type 1 (Case 1)	\$ 1,100.00	\$ 374,000.00
35	150.00	C.Y.	Class 1 Concrete Cactus Channel Outlet Invert Slab, Baffle Block and Cut-Off Wall	\$ 650.00	\$ 97,500.00
36	175.00	C.Y.	Class 1 Concrete - Cactus Channel Outlet Double 10x14 RCB, Parapet, and Culvert Extension	\$ 950.00	\$ 166,250.00
37	1.00	L.S.	Remove and Dispose of Existing Reinforced Concrete Structures	\$ 20,000.00	\$ 20,000.00
38	150.00	L.F.	Metal Beam Guard Railing	\$ 70.00	\$ 10,500.00
39	3,800.00	C.Y.	No. 2 Backing Rock, Method A	\$ 65.00	\$ 247,000.00
40	4,700.00	C.Y.	1/4 Ton Rock, Method A	\$ 55.00	\$ 258,500.00
41	2,400.00	C.Y.	1/2 Ton Rock, Method A	\$ 55.00	\$ 132,000.00
42	11,000.00	C.Y.	1 Ton Rock, Method A	\$ 42.00	\$ 462,000.00
43	4,800.00	C.Y.	Ballast Slope Facing - Dam Embankment	\$ 65.00	\$ 312,000.00
44	6,400.00	C.Y.	Class 1 Concrete - Concreted Rock	\$ 138.00	\$ 883,200.00
45	555.00	S.Y.	Drivable Concreted Rock Surface	\$ 55.00	\$ 30,525.00
46	250.00	C.Y.	Class II Base - Access Road	\$ 75.00	\$ 18,750.00
47	2.00	EA.	RCB Outlet Protection Barrier (SPPWC 360-2)	\$ 7,500.00	\$ 15,000.00
48	2.00	EA.	RCB Inlet Inclined Trash Rack	\$ 10,000.00	\$ 20,000.00
49	1,370.00	L.F.	Remove & Dispose of Fence, Posts, Footings, and Gate Panels	\$ 10.00	\$ 13,700.00
50	1,270.00	L.F.	Chain Link Fence - RW (Type CL-6)	\$ 25.00	\$ 31,750.00
51	6,000.00	L.F.	Temporary Sight Block / Windscreen	\$ 2.50	\$ 15,000.00
52	500.00	L.F.	Chain Link Fence - Channel (Type CL-6)	\$ 38.00	\$ 19,000.00
53	2.00	EA.	20' Double Drive Gate (Type CL-6)	\$ 3,000.00	\$ 6,000.00
54	16.00	L.F.	Chain Link Railing (Type 7)	\$ 385.00	\$ 6,160.00
55	2.00	EA.	Chain Link Railing Gate (Type 7)	\$ 5,200.00	\$ 10,400.00
56	170.00	L.F.	Metal Handrail	\$ 125.00	\$ 21,250.00
57	1,600.00	TON	Type A - Asphalt Concrete Paving	\$ 78.00	\$ 124,800.00
58	1.00	EA.	72"W x 84"H Heavy Duty Sluice Gate & Hydraulic Cylinder Lift Assembly	\$ 60,000.00	\$ 60,000.00
59	6.00	EA.	Install Steel Pipe Bollard	\$ 2,000.00	\$ 12,000.00
60	2.00	EA.	Portable Gasoline Powered Hydraulic Cylinder Operator	\$ 75,000.00	\$ 150,000.00
61	125,000.00	DLR	Force Account Work: Design, Coordinate & Install Interconnecting Piping System for Sluice Gate Hydraulic Power Supply	\$ 1.00	\$ 125,000.00

Project:

Cactus Basins 4 and 5W.O. #: **F01667**

Limits:

Rialto

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
62	500,000.00	DLR	Supplemental Work - Force Account Additional Dam Earthwork as Ordered by District	\$ 1.00	\$ 500,000.00
63	1.00	EA.	44' Rolling Double Drive Gate (Type CL-6)	\$ 14,000.00	\$ 14,000.00
64	1.00	L.S.	Dispose of On-Site Waste Piles	\$ 5,000.00	\$ 5,000.00
FLOOD CONTROL WORK Subtotal:					\$ 13,456,410.00

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT WORK					
65	1.00	L.S.	Cut, Remove and Dispose of Existing HDPE Cap	\$ 1,000.00	\$ 1,000.00
66	550.00	L.F.	36 - Inch Diameter Smooth Wall HDPE DR-21 Pipe Within Dam Embankment	\$ 310.00	\$ 170,500.00
67	3,040.00	L.F.	36 - Inch Diameter Smooth Wall HDPE DR-21 Pipe Outside Dam Embankment	\$ 225.00	\$ 684,000.00
68	370.00	L.F.	24 - Inch Diameter Smooth Wall HDPE DR-21 Pipe	\$ 210.00	\$ 77,700.00
69	65.00	C.Y.	Class 1 Concrete Gated Pipe Junction Structure	\$ 1,450.00	\$ 94,250.00
70	1.00	EA.	36 - Inch Diameter Slide Gate Adjustable Stem Guide & Enclosed Gear Pedestal Lift	\$ 11,000.00	\$ 11,000.00
71	2.00	EA.	24 - Inch Diameter Slide Gate Adjustable Stem Guide & Enclosed Gear Pedestal Lift	\$ 7,500.00	\$ 15,000.00
72	25.00	C.Y.	Class 1 Concrete Pipe Outlet Energy Dissipator Structure (SPPWC 384-3)	\$ 1,500.00	\$ 37,500.00
73	20.00	C.Y.	Class 1 Concrete Trench Gutter and Grate	\$ 550.00	\$ 11,000.00
74	60.00	C.Y.	1/4 Ton Rock Dissipator Apron	\$ 185.00	\$ 11,100.00
SBVMWD Work Subtotal:					\$ 1,113,050.00

CONTRACT TOTAL:				\$	14,574,460.00
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ARTICLE III. District hereby promises and agrees with the said Contractor to employ and does hereby employ the contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and the said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

ARTICLE V. Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by the Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

ARTICLE VI. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, if this contract is funded, in whole or in part, with federal funds, Proposer shall also comply with Title VI of the Civil Rights Act of 1964.

ARTICLE VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.]

ARTICLE IX. By my signature hereunder, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this contract.

ARTICLE X. By my signature hereunder, as Contractor, I agree that County has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide County with any relevant information requested and shall permit County access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

ARTICLE XI. Contractor shall comply with the Prevailing Wage Laws described in the attached document entitled, "Prevailing Wage Requirements", incorporated herein by reference, including but not limited to the following Senate Bill 854 (signed into law on June 20, 2014) including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As required by Labor Code section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

► *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: JAN 29 2019
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *[Signature]*
Laura H. Welch, Clerk of the Board



ROCKFORCE CONSTRUCTION, LLC

(Print or type name of corporation, company, contractor, etc.)

By ► *Craig Roth*
(Authorized signature - sign in blue ink)

Name Craig Roth
(Print or type name of person signing contract)

Title Vice President of Heavy Civil
(Print or Type)

Dated: 1/15/19

Address 26772 Vista Terrace
Lake Forest, CA 92630

FOR COUNTY USE ONLY

Approved as to Legal Form
► *[Signature]*
Sophie A. Akins, Deputy County Counsel

Date 1-16-19

Reviewed for Contract Compliance
► *[Signature]* Joseph Schweitzer
Mohammad Ali, P.E., Chief

Date 1/16/19

Reviewed/Approved by Department
► *[Signature]*
Kevin Blakeslee, Chief Flood Control Engineer

Date 1/18/19

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;

- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.

- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the

withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

a. Submit Contract Award Information (DAS-140):

- i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—it is not a request for the dispatch of an apprentice.
- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

- v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.

- iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply);
- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

EXHIBIT B

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

CONTRACT BOND

BOND NUMBER SU 1150851

PUBLIC WORK

EFFECTIVE DATE December 18th, 2018

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Rockforce Construction, LLC

(Name of Principal)

26772 Vista Terrace, Lake Forest, CA 92630

(Principal's Address)

, as Principal

and Arch Insurance Company

(Name of Surety)

865 South Figueroa Street, Suite 2700, Los Angeles, CA 90017

(Surety's Address)

a corporation organized and existing under the laws of the State of Missouri, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the San Bernardino County Flood Control District in the penal sum of Fourteen Million Five Hundred Seventy Four Thousand Four Hundred Sixty and 00/100 Dollars (\$14,574,460.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has entered into a contract dated January 10, 2019, (the "Contract") with the San Bernardino County Flood Control District to do and perform the following work, to-wit:

Project Name: Cactus Basins No. 4 & 5 From Renaissance Way East of Ayala Drive to Approximately 2,500 feet South; Area: City of Rialto; System No.: 2-104-4 E & F

Work Order #: F01667

Now, therefore, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns or subcontractors shall fail to pay any of the persons named in California Civil Code section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to section 13020 of the California Unemployment Insurance Code with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed or to the specifications thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this 18th day of December, 2018, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal Rockforce Construction, LLC

(Have Signature(s) Notarized)

Name Craig Roth

By Craig Roth

Title V.P. Heavy Civil

Address 28772 Vista Terrace

Lake Forest, CA 92630

Phone (949) 441-5200

(Seal)

Surety Arch Insurance Company

(Have Signature Notarized and

Attach Power of Attorney)

Name Arturo Ayala

By Arturo Ayala

Title Attorney-In-Fact

Address 865 South Figueroa Street, Suite 2700

Los Angeles, CA 90017

Phone (213) 283-3517

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of orange

On 1/10/19 before me, Kelie Gomes Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kelie Gomes (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 12/18/2018 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

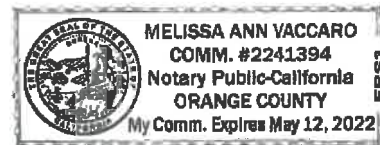
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro
Melissa Ann Vaccaro

(Seal)



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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arturo Ayala, Daniel Huckabay, Dwight Hally, Frank Morones, Michael Castaneda and Shaurna Rozelle Ostrom of Orange, CA (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

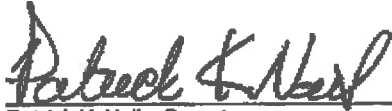
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this Instrument to be signed and its corporate seal to be affixed by their authorized officers, this 13th day of August, 2018.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

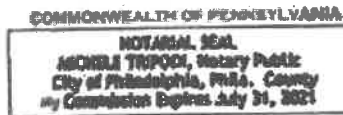



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said Instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

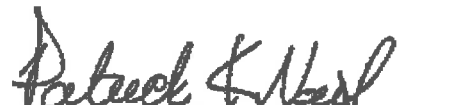



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 13, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th day of December, 2018.


Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

CONTRACT BOND

BOND NUMBER SU 1150851

PUBLIC WORK

EFFECTIVE DATE December 18th, 2018

Premium: \$92,160.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Rockforce Construction, LLC

(Name of Principal)

26772 Vista Terrace, Lake Forest, CA 92630

(Principal's Address)

and Arch Insurance Company

(Name of Surety)

865 South Figueroa Street, Suite 2700, Los Angeles, CA 90017

(Surety's Address)

a corporation organized and existing under the laws of the State of Missouri, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the San Bernardino County Flood Control District in the penal sum of Fourteen Million Five Hundred Seventy Four Thousand Four Hundred Sixty and 00/100 Dollars (\$14,574,460.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has entered into a contract dated January 10, 2019, (the "Contract") with the San Bernardino County Flood Control District to do and perform the following work, to-wit:

Project Name: Cactus Basins No. 4 & 5 From Renaissance Way East of Ayala Drive to Approximately 2,500 feet South; Area: City of Rialto;
System No.: 2-104-4 E & F

Work Order #: F01667

Now, therefore if the hereby Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on his, her or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning and shall indemnify, defend and hold harmless the San Bernardino County Flood Control District and its officers, agents, and employees, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

As part of the obligations secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the San Bernardino County Flood Control District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed or to the specifications thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this 18th day of December, 2018, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal Rockforce Construction, LLC

(Have Signature(s) Notarized)

Name Craig Roth

By [Signature]

Title V.P. Heavy Civil

Address 26772 Vista Terrace

Lake Forest, CA 92630

Phone (949) 441-5200

(Seal)

Surety Arch Insurance Company

(Have Signature Notarized and

Attach Power of Attorney)

Name Arturo Ayala

By [Signature]

Title Attorney-in-Fact

Address 865 South Figueroa Street, Suite 2700

Los Angeles, CA 90017

Phone (213) 283-3517

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 1/10/19 before me, Kelsie Gomes, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Kelsie Gomes (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 12/18/2018 before me, Melissa Ann Vaccaro, Notary Public
(Insert name and title of the officer)

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

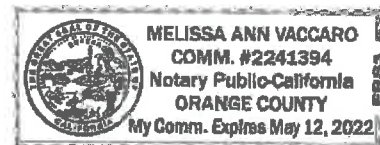
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro
Melissa Ann Vaccaro

(Seal)



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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Frank Morones, Michael Castaneda and Shaunna Rozelle Ostrom of Orange, CA (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 13th day of August, 2018.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

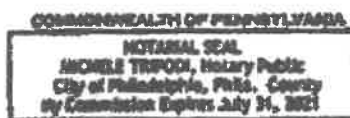


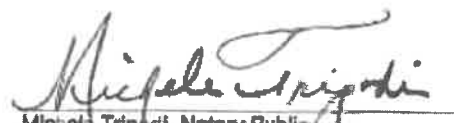

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 13, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th day of December, 2018.


Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



EXHIBIT C



Flood Control District

Brendon Biggs, M.S., P.E.
Chief Flood Control Engineer

July 28, 2021

VIA OVERNIGHT MAIL

Jordan Nicholas Sukut
Chief Executive Office
ROCKFORCE CONSTRUCTION, LLC
26772 Vista Terrace
Lake Forest, CA 92630

Arturo Ayala, Esq.
ARCH INSURANCE COMPANY
865 South Figueroa Street
Suite 2700
Los Angeles, CA 90017

RE: Oblige: San Bernardino County Flood Control District
Project: Cactus Basins 4&5 – Contract No. 19-51 & Work Order F01667
Principal: RockForce Construction, LLC
Surety: Arch Insurance Company
Bond No.: SU 1150851

NOTICE OF TERMINATION FOR CAUSE

Dear Messrs. Sukut and Ayala:

As you are already aware, on or about January 29, 2019, following a competitive bidding process, the San Bernardino County Flood Control District ("District") awarded RockForce Construction, LLC ("RockForce") a Contract in the amount of \$14,574,460 for the construction of Cactus Basins No. 4 & 5 from Renaissance Way East of Ayala Drive to approximately 2,500 feet South in the City of Rialto, California ("the Project"). As required under the terms of the Contract, RockForce provided the District with Performance and Payment Bond Nos. SU 1150851 issued by Arch Insurance Company ("Arch Insurance"), as surety, with an effective date of December 18, 2018.

Pursuant to Section 8-1.11 of the 2006 Caltrans Standard Specifications, incorporated by reference into the Contract, the District has the legal right to terminate the Contract if it deems such action is in its best interest. The District elects to exercise its right to terminate the work as RockForce is in material breach of its obligations as briefly outlined herein.

Delay to Project Completion

Under the terms of the Contract, RockForce was required to complete the Project within 360 working days from the date of commencement, which places the original completion date at August 17, 2020. The District has granted 19 additional working days through CCO No. 2, resulting in a revised completion date of September 14, 2020. In addition, the District has recognized 95 working days for associated weather delays, resulting in a further adjusting the completion date to February 10, 2021. In RockForce's latest schedule update, data date February 25, 2021, RockForce was projecting a June 20, 2021, completion date, which has now passed. As of this date of this letter, the Project is only 82% complete and is approximately 167 calendar days beyond the required Substantial Completion date. Despite the fact that the adjusted completion date has passed, the District has yet to receive an updated CPM schedule showing a new forecasted completion date, notwithstanding repeated requests for same. The Contract has a liquidated damages provision of \$2,500 per day and there is currently over \$417,500 in accumulated damages.

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
First District

JANICE RUTHERFORD
Second District

DAWN ROWE
Vice Chair, Third District

CURT HAGMAN
Chairman, Fourth District

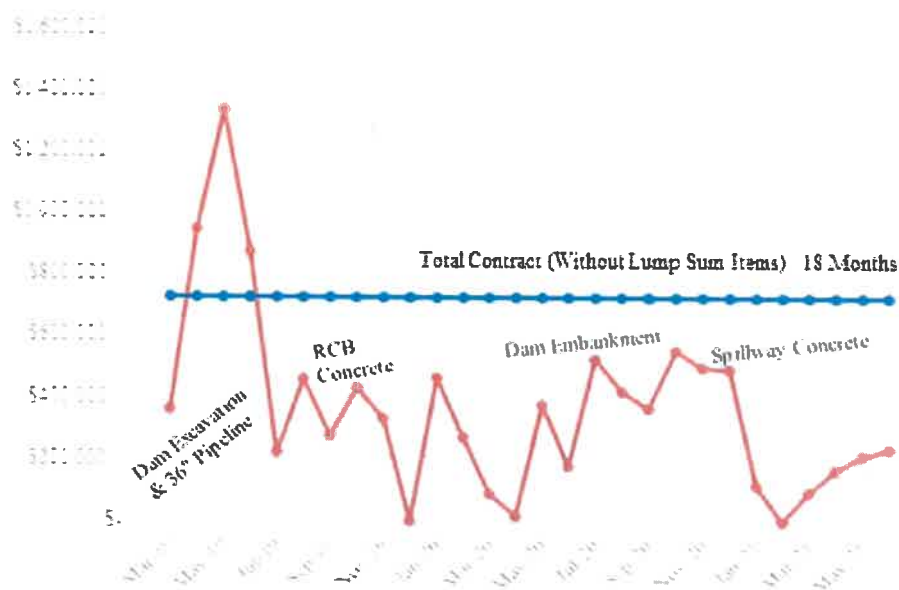
JOE BACA, JR.
Fifth District

Leonard X. Hernandez
Chief Executive Officer

The District has determined that RockForce has generally failed to timely prosecute the work with the diligence and force required by the Contract, and as a result, the overall completion date just continues to slip. To exacerbate this situation, RockForce has neglected to provide monthly progress schedule updates with logic ties and sequencing of construction activities. The last CPM schedule update the District received from RockForce was in February 2021, with the last one before in May 2019. It should go without saying that a schedule is an essential and effective management tool that helps the contractor identify where there may be impacts to critical path activities causing delays to the overall completion of the Project so the contractor can identify what adjustments (such as activity resequencing, additional crews, and other forms of acceleration) are necessary and implement them to recover time.

Even more troubling, a review of RockForce's performance over time based on earnings reflects a consistently diminishing amount of work being completed. RockForce's performance started on a downward trend shortly after the Notice to Proceed was issued and never rebounded. Monthly manpower records show that the manpower on the Project has decreased over the past several months. The District would have reasonably expected that the manpower would be increasing since the Project is only approximately 82% complete and many months behind schedule. To compound matters, RockForce rarely performed work activities simultaneously on the Project, opting instead to deploy one crew at a time. The below graphic depicts the downward trend of monthly earnings (without overhead lump sum Bid Items 1-10) over time.

**Monthly Earnings
(Without Overhead Lump Sum Items 1-10)**



The Project is currently anticipated to be completed many months behind schedule which is unacceptable to the District and it potentially jeopardizes a FEMA grant that serves as partial funding for the Project. The District suspects that RockForce's failure to timely pay its subcontractors and vendors may be another key reason that the work has fallen so far behind.

Failure to Pay Subcontractors and Vendors

The District has already received a significant number of stop payment notices from RockForce's subcontractors and vendors and is expecting to receive additional ones based on calls received by the District from various companies requesting a mailing address for these notices. In fact, one of those claimants, Robertson's Ready Mix, has filed a lawsuit to enforce its claim for nonpayment, naming the District as a defendant. Below is the latest summary of these stop payment notice claims, which now total over \$2 million based on the 125% withhold required by California Civil Code § 9364.

Withholdings Due to Stop Payment Notices

Sub Contractor	Stop Notice Date	Release Date	Stop Work Notice Amount	Withholding Amount (125%)
F&B Equipment	Aug 20 20	Aug 26 20	\$ 116,353.41	
Ecco Equipment Corporation	Sep 15 20	Oct 8 20	\$ 338,593.67	
Integrity Rebar Placers	Dec 8 20	Jan 8 21	\$ 410,803.23	
Western Concrete Pumping	Jan 13 21	Jan 13 21	\$ 157,301.33	
Robertsons Ready Mix	Feb 9 21		\$ 343,738.68	\$ 429,673.35
Quinn Rental Services	Feb 16 21		\$ 16,781.85	\$ 20,977.31
Western Concrete Pumping	Feb 23 21		\$ 130,869.95	\$ 163,587.44
Hub Construction Specialties, Inc	Feb 24 21		\$ 84,614.16	\$ 105,767.70
James Dickey Inc (DBA Jimco)	Feb 25 21		\$ 319,503.25	\$ 399,379.06
Integrity Rebar Placers	Jun 8 21		\$ 496,078.48	\$ 620,098.10
Western Rentals	Jul 13 21		\$ 10,879.78	\$ 13,599.73
ASAP Heavy Equipment Rentals	*** Intent only		\$ 37,549.16	***
C5 Equipment Rental	Jul 12 21		\$ 48,747.53	\$ 60,934.41
Holiday Rock (Concrete)	Jul 14 21		\$ 174,677.26	\$ 218,346.58
Herc Rentals	Jul 22 21		\$ 2,142.52	\$ 2,678.15
Total Equipment Rental, Inc.	Jul 20 21		\$ 4,542.50	\$ 5,678.13
TOTAL:			\$ 1,670,125.12	\$ 2,040,719.95

The District's records indicate that there are the following outstanding progress billings that total \$721,462.77 as follows: (1) February 2021 - \$50,758.50, (2) March 2021 - \$90,682.15, (3) April 2021 - \$158,269.53, (4) May 2021 - \$200,483.06, and (5) June 2021 - \$221,269.53. Given the amount of stop payment notices, the District is required to withhold these progress payments, and as such, has not issued a progress payment to RockForce since January 2021. These facts certainly raise questions as to how RockForce could owe the amount of money reflected above if the subcontractors and vendors had been promptly paid at the time Rockforce received its payment from the District, as required by California statutes.

Project Abandonment

Rather than taking prompt action to cure these material defaults, RockForce has instead elected to simply abandon the Project. On the morning of July 8, 2021, the District was told that RockForce had "furloughed" its entire staff. After hearing this report from the field staff, the District's Resident Engineer, Joe Schweitzer, contacted Jason Goldsbrough at RockForce who stated that Jordan Sukut did not want him to speak with clients about this subject, but he was able to confirm that RockForce had "furloughed" its staff. The District has also heard from the field that many of the RockForce personnel are already contacting other prospective employers. Since such time, RockForce has not had any workers on the site. Also, the District has witnessed at least three rental companies engaged in the process of removing their equipment from the site.

There are several items of work that remain incomplete as follows: (1) spillway wall backfill, (2) dam surfacing (i.e., asphalt access roads, ballast rock, and miscellaneous concrete), (3) dam outlet and basin inlet plunge pools, (4) dam gates and controls, (5) basin inlet 36" gate structure, and (6) basin access roads u-ditch.

Based on the foregoing, this correspondence shall act as formal notice that RockForce's right to proceed with work under the Contract is terminated for cause. In order to transition RockForce's work to the District and/or surety for completion, the District requests that RockForce cooperate and perform the following tasks as soon as possible:

1. Turn over all District and Project site keys issued to RockForce for the site. All keys can be delivered to Andy Silao.
2. Remove all personal property and effects from the Project site. All other materials, tools and construction equipment and machinery, if any, are to remain on the site and shall not be removed. Please contact and coordinate all such activities with Andy Silao.
3. Take all measures to ensure the Project site remains safe and secure, including all fencing, locks, keys, etc.
4. Provide the District with copies of all fully executed contracts or agreements between RockForce and its subcontractors, suppliers, etc. for the Project.
5. Notify the District of any outstanding claims, amounts owed or stop payment notices RockForce is aware from any subcontractors, suppliers, etc. related to the Project.
6. Provide the District with written confirmation and information regarding purchase orders for any equipment for the Project.
7. Provide the District with all information, purchase orders or other documentation for any materials purchased by RockForce that are not currently on the Project site. This includes both items ordered, as well as any specially prepared materials that have not been delivered.
8. Turn over all leases, contracts or agreements for any general conditions related to the Project including the job trailer, fencing, inspector facilities, and any other general conditions items.
9. Turn over all project daily reports and logs to Andy Silao.
10. Turn over all RFI and NOPS logs to Andy Silao.
11. Turn over all submittal logs and product data to Andy Silao.
12. Turn over all schedule forms, drafts and digital logic files to Andy Silao.
13. Turn over all pay request drafts and subcontractor payment audits and tracking reports.

Meetings to Discuss Curing Default

On July 13, 2021, a meeting was convened between the upper management of the District and RockForce to discuss the status of the Project and RockForce's proposal for completion efforts. At that meeting, RockForce confirmed that it had placed its staff on an "emergency furlough." Following this initial meeting, there was a series of communications whereby RockForce presented two options to complete the Project. The first option was for the District to issue a direct payment to RockForce of \$2 million and RockForce would then engage its "partners" in the industry to complete the work that

RockForce was supposed to self-perform under a claim of "necessity". The other option was for the District to terminate the contract for convenience and complete it at a later date following another competitive bidding process.

The District carefully evaluated both options and reported to RockForce during a Zoom call on July 20, 2021, that these options presented potential statutory violations and additional problems for the District. As such, the District could not entertain them. As for the first option, it appeared to circumvent the subcontractor listing laws and competitive bidding requirements, along with the statutory requirement to withhold payments to RockForce due to the subcontractors' stop notices. As for the second option, it would result in many more months of delay due to the administrative process of preparing a new set of plans and specifications based on the work completed to date and the selection of a new contractor through a mandatory public bidding process. It would also create a break in the warranty obligations between RockForce and the follow-on contractor, resulting in neither assuming responsibility for defective workmanship. Moreover, it could pose a problem with the FEMA grant and a settlement agreement among the District, SBCTA, Caltrans and the City of Rialto, both of which provide partial funding sources for the Project. RockForce has not presented any other completion options for consideration since that time.

NOTICE TO SURETY

By way of this Termination for Cause letter, the District hereby makes a formal claim against Performance Bond No. SU 1150851 issued by Arch Insurance as a result of the default of its principal RockForce. In accordance the terms of the Performance Bond, Arch Insurance is required to complete RockForce's Contract in accordance with the plans and specifications. The District requests that Arch Insurance inform the District within five (5) calendar days from the date of this Termination for Cause letter of its intent to takeover and complete RockForce's Contract.

Finally, under the terms of Performance Bond, both RockForce and Arch Insurance are liable for the District's attorney's fees in connection with the enforcement of this Performance Bond. Once those amounts have been ascertained, a separate demand will be made.

Please note that this correspondence should not be construed as a comprehensive list of the District's claims, and the District reserves the right to address all claims in the future including, but not limited to, the recovery of liquidated damages.

Very truly yours,



BRENDON BIGGS, M.S., P.E.
Chief Flood Control Engineer

EXHIBIT D

EXHIBIT E

San Bernardino County
Department of Public Works
Cost Accounting Management System
Project Cost Source Report

2522 (Project (W/ Lead Elmnts)) FUND Flood Control Zone 2
192 DEPARTMENT FLOOD CONTROL ZONE 2
FD1667 PROJECT NUMBER CACTUS BASIN #4 & #5

EQP Equipment

	Date	EmployerName	Division	Activity	Description	Equipme	Units	Rate \	Eq Rate	FEMA Eq Chg	Amount	
Labor	Date	EmployerName	Division	Activity	Description	Job Class	Reg Hrs	Reg Rate	Ot Hrs	Ot Rate	Amount	Labor
	07/01/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	92.74	0.00	78.43	278.22	
	07/02/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	4.00	92.74	0.00	78.43	370.96	
	07/06/2021	H5011 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	6.00	91.75	0.00	77.69	550.52	
	07/07/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	6.00	91.75	1.00	77.69	628.21	
	07/08/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	6.00	91.75	0.00	77.69	550.52	
	07/09/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	1.00	91.75	1.00	77.69	169.44	
	07/12/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	91.75	0.00	77.69	275.26	
	07/13/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	91.75	0.00	77.69	275.26	
	07/14/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	91.75	0.00	77.69	275.26	
	07/15/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	5.00	91.75	1.00	77.69	536.46	
	07/16/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	4.00	91.75	6.00	77.69	833.19	
	07/19/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	94.02	0.00	79.62	282.07	
	07/20/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	94.02	1.00	79.62	361.69	
	07/21/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	94.02	1.00	79.62	361.69	
	07/22/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	94.02	1.00	79.62	361.69	
	07/23/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	1.00	94.02	1.00	79.62	173.64	
	07/26/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	7.00	94.02	0.00	79.62	658.16	
	07/27/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	7.00	94.02	0.00	79.62	658.16	
	07/28/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	6.00	94.02	0.00	79.62	564.14	
	07/29/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	5.00	94.02	1.00	79.62	549.74	
	07/30/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	4.00	94.02	4.00	79.62	694.56	
	08/02/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	4.00	94.02	0.00	79.62	376.09	
	08/03/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	4.00	94.02	0.00	79.62	376.09	
	08/04/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	4.00	94.02	0.00	79.62	376.09	
	08/16/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	95.90	0.00	81.21	191.80	
	08/23/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	95.90	0.00	81.21	191.80	
	08/30/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	95.90	0.00	81.21	191.80	
	09/08/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	95.90	0.00	81.21	191.80	
	09/13/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	95.90	0.00	81.21	191.80	
	09/20/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	95.90	0.00	81.21	191.80	
	07/02/2021	H5012 SCHWEITZER, JOSEPH	551	2195	CONSTRUCTION ENGINEERING - Labor	002955	22.00		1.06	23.32	23.32	
							Reg Hours Total	110.00	Jrs Total	18.00		
											11,711.23	Labor Subtotal
	07/01/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	123.84	0.00	104.73	61.92	
	07/02/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	123.84	0.00	104.73	61.92	
	07/06/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	0.50	122.52	0.00	103.75	61.26	
	07/07/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	122.52	0.00	103.75	122.52	
	07/08/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	122.52	0.00	103.75	61.26	
	07/12/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	122.52	0.00	103.75	61.26	
	07/13/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	122.52	0.00	103.75	122.52	
	07/14/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.50	122.52	0.00	103.75	183.78	
	07/15/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	122.52	0.00	103.75	122.52	
	07/16/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	2.00	122.52	0.00	103.75	245.04	
	07/19/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	122.52	0.00	103.75	61.26	
	07/26/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	122.52	0.00	103.75	122.52	
	07/27/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.50	122.52	0.00	103.75	183.78	
	07/28/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	4.00	122.52	0.00	103.75	490.07	
	07/30/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	122.52	0.00	103.75	122.52	
	08/06/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/11/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/12/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	3.00	124.97	0.00	105.82	374.92	
	08/13/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/16/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.50	124.97	0.00	105.82	187.46	
	08/16/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/17/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/18/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/19/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	124.97	0.00	105.82	62.49	
	08/20/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/23/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/23/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	08/24/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.50	124.97	0.00	105.82	187.46	
	08/25/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	08/26/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	08/27/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	124.97	0.00	105.82	62.49	
	08/30/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	124.97	0.00	105.82	62.49	
	08/30/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	08/31/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	09/01/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.50	124.97	0.00	105.82	187.46	
	09/01/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	0.50	124.97	0.00	105.82	62.49	
	09/02/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	09/02/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	09/03/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	09/07/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	09/08/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	09/09/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	09/13/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	09/14/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.50	124.97	0.00	105.82	187.46	
	09/15/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	09/20/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	09/20/2021	E5351 SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	09/21/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.50	124.97	0.00	105.82	187.46	
	09/22/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	
	09/23/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	2.00	124.97	0.00	105.82	249.95	
	09/24/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	0.50	124.97	0.00	105.82	62.49	
	09/27/2021	E5351 SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEE	1.00	124.97	0.00	105.82	124.97	

09/28/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	124.97	0.00	105.82	124.97
09/29/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	124.97	0.00	105.82	124.97
09/30/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	3.00	124.97	0.00	105.82	374.92
10/01/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	124.97	0.00	105.82	124.97
10/04/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.50	124.97	0.00	105.82	187.46
10/12/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.50	124.97	0.00	105.82	187.46
10/13/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	124.97	0.00	105.82	124.97
10/14/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	124.97	0.00	105.82	62.49
10/15/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	124.97	0.00	105.82	62.49
10/19/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.75	124.97	0.00	105.82	93.73
10/20/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	124.97	0.00	105.82	124.97
10/21/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.75	124.97	0.00	105.82	218.70
10/22/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	124.97	0.00	105.82	62.49
10/25/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
10/26/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
10/27/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
10/28/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
10/29/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
11/01/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
11/02/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/03/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/04/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/05/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/08/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/09/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
11/10/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
11/15/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/16/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/17/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/18/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/19/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/22/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/22/2021	ES551	SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
11/23/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/23/2021	ES551	SILAO,ANDY	551	3815	MEETINGS - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
11/24/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/26/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
11/29/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.50	131.69	0.00	105.82	197.54
12/01/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
12/02/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
12/03/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
12/06/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
12/07/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
12/08/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
12/09/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
12/10/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	3.00	131.69	0.00	105.82	395.08
12/13/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	0.50	131.69	0.00	105.82	65.85
12/14/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	2.50	131.69	0.00	105.82	329.23
12/15/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	3.00	131.69	0.00	105.82	395.08
12/17/2021	ES551	SILAO,ANDY	551	2195	CONSTRUCTION ENGINEERING - Labor	ENGINEER	1.00	131.69	0.00	105.82	131.69
Reg Hours Total 119.00 hrs Total -											
										15,093.46	Labor Subtotal
07/01/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	49.67	1.00	42.01	439.37
07/06/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	49.14	1.00	41.61	434.74
07/07/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	49.14	1.00	41.61	434.74
07/08/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	49.14	0.00	41.61	393.13
07/09/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	49.14	0.00	41.61	196.56
07/13/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	1.00	49.14	0.00	41.61	49.14
08/03/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	3.00	50.13	0.00	42.45	150.38
08/12/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	50.13	0.00	42.45	200.51
08/31/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	3.00	50.13	0.00	42.45	150.38
09/01/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	3.00	50.13	0.00	42.45	150.38
10/25/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	6.00	54.14	0.00	43.50	324.81
10/26/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	54.14	0.00	43.50	216.54
10/28/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	54.14	0.00	43.50	216.54
10/29/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	0.00	43.50	433.08
11/01/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	0.00	43.50	433.08
11/09/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	0.00	43.50	433.08
11/10/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
11/12/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
11/15/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
11/16/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
11/17/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
11/18/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
11/19/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
11/29/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
11/30/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
12/01/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
12/02/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
12/03/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
12/06/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	3.00	54.14	1.00	43.50	205.91
12/07/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	54.14	1.00	43.50	476.58
12/08/2021	G9371	HAIGLER, RYAN	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	5.00	54.14	1.00	43.50	314.18
07/06/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	30.00	11.01	11.00	330.00	330.30
07/07/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	30.00	11.01	11.00	330.00	330.30
07/08/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	50.00	11.01	11.00	550.00	550.50
07/09/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	30.00	11.01	11.00	330.00	330.30
07/13/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	1.00	11.01	11.00	11.00	11.01
08/03/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	3.00	11.01	11.00	33.00	33.03
08/12/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	4.00	11.01	11.00	44.00	44.04
10/25/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	6.00	11.00	11.00	66.00	66.00
10/26/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	4.00	11.00	11.00	44.00	44.00
10/28/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	4.00	11.00	11.00	44.00	44.00
10/29/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	8.00	11.00	11.00	88.00	88.00
11/01/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	8.00	11.00	11.00	88.00	88.00
11/09/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
11/10/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
11/12/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
11/15/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
11/16/2021	G9371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00

11/17/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
11/18/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
11/19/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
11/29/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
11/30/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
12/01/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
12/02/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
12/03/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
12/06/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	4.00	11.00	11.00	44.00	44.00
12/07/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	9.00	11.00	11.00	99.00	99.00
12/08/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501	6.00	11.00	11.00	66.00	66.00
07/01/2021 69371	HAIGLER, RYAN	551	2210	Flood Contracts Super Cab XL 4x4	005501		30.00	1.12	33.60	33.60
						Reg Hours Total	357.00	Jrs Total	19.00	14,904.67
						Labor Subtotal				
07/01/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	69.03	0.00	57.76	276.11
07/06/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	2.00	57.72	660.84
07/07/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	2.00	57.72	660.84
07/08/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	2.00	57.72	660.84
07/12/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	6.50	68.30	0.00	57.72	443.95
07/13/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	0.00	57.72	546.40
07/14/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	0.00	57.72	546.40
07/15/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	0.00	57.72	546.40
07/16/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	0.00	57.72	546.40
07/19/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	0.00	57.72	546.40
07/20/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	0.00	57.72	546.40
07/21/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	6.50	68.30	0.00	57.72	443.95
07/22/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	68.30	0.00	57.72	273.20
07/26/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	7.00	68.30	0.00	57.72	478.10
07/27/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	0.00	57.72	546.40
07/30/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	68.30	0.00	57.72	546.40
08/02/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	5.00	69.67	0.00	58.37	348.36
08/03/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/05/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/06/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	69.67	0.00	58.37	278.69
08/10/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	7.00	69.67	0.00	58.37	487.71
08/11/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/12/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	6.00	69.67	0.00	58.37	418.04
08/13/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/16/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/17/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/18/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/19/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/20/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/24/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/25/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/26/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
08/27/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	7.00	69.67	0.00	58.37	487.71
08/30/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
09/01/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	0.00	58.37	557.38
09/02/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	69.67	0.00	58.37	278.69
09/03/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	69.67	0.00	58.37	278.69
10/22/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	69.67	1.00	58.37	615.75
11/08/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
11/09/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
11/10/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	73.38	0.00	58.37	293.52
11/15/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
11/16/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	73.38	0.00	58.37	293.52
11/17/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
11/18/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
11/19/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
11/20/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	0.00	73.38	9.00	58.37	525.33
11/22/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
11/23/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	5.00	73.38	0.00	58.37	366.89
11/24/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	4.00	73.38	0.00	58.37	293.52
11/29/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
11/30/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
12/01/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	5.00	73.38	0.00	58.37	366.89
12/02/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
12/03/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	5.00	73.38	0.00	58.37	366.89
12/06/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
12/07/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
12/08/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
12/09/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	0.00	58.37	587.03
12/10/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	1.00	58.37	645.40
12/13/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	0.00	58.37	587.03
12/14/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	0.00	58.37	587.03
12/15/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	0.00	58.37	587.03
12/16/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	0.00	58.37	587.03
12/17/2021 D2755	ESCALANTE, JON	551	2210	CONSTRUCTION INSPECTION - Labor	Engineer	8.00	73.38	0.00	58.37	587.03
07/06/2021 D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03		30.90	30.90
07/07/2021 D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03		32.96	32.96
07/08/2021 D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03		30.90	30.90
07/12/2021 D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03		30.90	30.90
07/13/2021 D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03		31.93	31.93
07/14/2021 D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03		32.96	32.96
07/15/2021 D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03		31.93	31.93
07/16/2021 D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03		30.90	30.90
07/19/2021 D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03		31.93	31.93
07/20/2021 D2755	ESCALANTE, JON	551	2210		015083	33.00	1.03		33.99	33.99
07/21/2021 D2755	ESCALANTE, JON	551	2210		015089	32.00	1.03		32.96	32.96
07/22/2021 D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03		31.93	31.93
07/26/2021 D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03		30.90	30.90
07/27/2021 D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03		31.93	31.93
07/30/2021 D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03		32.96	32.96
08/02/2021 D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03		32.96	32.96
08/03/2021 D2755	ESCALANTE, JON	551	2210		015083	33.00	1.03		33.99	33.99
08/05/2021 D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03		31.93	31.93
08/06/2021 D2755	ESCALANTE, JON	551	2210		015089	30.00	1.03		30.90	30.90
08/12/2021 D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03		30.90	30.90

08/16/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
08/17/2021	D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03	31.93	31.93	
08/18/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
08/24/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
08/25/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
08/31/2021	D2755	ESCALANTE, JON	551	2210		015083	33.00	1.03	33.99	33.99	
09/02/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
10/22/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
11/08/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
11/09/2021	D2755	ESCALANTE, JON	551	2210		015083	33.00	1.03	33.99	33.99	
11/10/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
11/15/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
11/16/2021	D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03	31.93	31.93	
11/17/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
11/18/2021	D2755	ESCALANTE, JON	551	2210		015083	33.00	1.03	33.99	33.99	
11/19/2021	D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03	31.93	31.93	
11/20/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
11/22/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
11/23/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
11/24/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
11/29/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
11/30/2021	D2755	ESCALANTE, JON	551	2210		015083	33.00	1.03	33.99	33.99	
12/01/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
12/02/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
12/03/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
12/06/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.03	30.90	30.90	
12/07/2021	D2755	ESCALANTE, JON	551	2210		015083	31.00	1.03	31.93	31.93	
12/08/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
12/09/2021	D2755	ESCALANTE, JON	551	2210		015083	35.00	1.03	36.05	36.05	
12/10/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
12/14/2021	D2755	ESCALANTE, JON	551	2210		015083	32.00	1.03	32.96	32.96	
12/15/2021	D2755	ESCALANTE, JON	551	2210		015083	90.00	1.03	92.70	92.70	
07/01/2021	D2755	ESCALANTE, JON	551	2210		015083	30.00	1.06	31.80	31.80	
Reg Hours Total							464.00	Jrs Total	30.00		
										36,372.25	Labor Subtotal
07/27/2021	19704	GUTIERREZ, JOSE	551	2240	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	43.77	0.00	37.06	350.13
07/28/2021	19704	GUTIERREZ, JOSE	551	2240	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	43.77	0.00	37.06	350.13
10/26/2021	19704	GUTIERREZ, JOSE	551	3125	CONSTRUCTION MATERIAL TESTING - Li	Engineer	4.00	47.04	0.00	37.80	188.16
10/28/2021	19704	GUTIERREZ, JOSE	551	3815	CONSTRUCTION MATERIAL TESTING - Li	Engineer	3.00	47.04	0.00	37.80	141.12
11/03/2021	19704	GUTIERREZ, JOSE	551	3815	CONSTRUCTION MATERIAL TESTING - Li	Engineer	0.50	47.04	0.00	37.80	23.52
11/08/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/09/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/10/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/12/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/15/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/16/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/17/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/18/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/19/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/22/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
11/23/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	1.25	37.80	423.57
11/24/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	7.50	47.04	0.00	37.80	352.80
11/29/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
12/03/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
12/06/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
12/08/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
12/15/2021	19704	GUTIERREZ, JOSE	551	4130	CONSTRUCTION MATERIAL TESTING - Li	Engineer	8.00	47.04	0.00	37.80	376.32
Reg Hours Total							159.00	Jrs Total	1.25		
										7,474.23	Labor Subtotal
08/12/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	1.00	98.82	2.00	83.68	266.18
08/16/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	4.00	100.79	0.00	85.35	403.17
08/17/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	100.79	0.00	85.35	302.38
08/18/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	100.79	0.00	85.35	302.38
08/19/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	2.00	85.35	372.29
08/20/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
08/23/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	2.00	85.35	372.29
08/24/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
08/25/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
08/26/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
08/27/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
08/30/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
08/31/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/01/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/02/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/03/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
09/08/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/09/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/13/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
09/14/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/15/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/16/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
09/17/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
09/20/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/21/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
09/22/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
09/23/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
09/24/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
09/27/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
09/28/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	100.79	0.00	85.35	302.38
09/29/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	1.00	85.35	85.35
09/30/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	6.00	100.79	0.00	85.35	604.76
10/01/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	0.00	100.79	2.00	85.35	170.70
10/04/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
10/05/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
10/06/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	1.00	100.79	2.00	85.35	271.49
10/07/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	1.00	100.79	2.00	85.35	271.49
10/12/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
10/13/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
10/14/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	2.00	100.79	0.00	85.35	201.59
10/15/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	1.00	100.79	3.00	85.35	356.84
10/18/2021	12714	SEANEZ, CARLOS	551	2195	CONSTRUCTION ENGINEERING - Labor	SUPERVIS	3.00	100.79	0.00	85.35	302.38

EmployeeName	Division	Activity	Activity Description	Equipment No	Units & Equip Rate	FEMA Equip Chg	Amount
H5012	SCHWEITZER, JOSEPH						\$ 11,711.23
E5351	SILAO, ANDY						\$ 15,093.46
G9371	HAIGLER, RYAN						\$ 14,904.67
D2755	ESCALANTE, JON						\$ 36,372.25
I9704	GUTIERREZ, JOSE						\$ 7,474.23
I2714	SEANEZ, CARLOS						\$ 23,862.51
						TOTAL	\$ 109,418.35
THREE PEAKS			CONSTRUCTION CONTRACT				57,000.00
THREE PEAKS			CCO #1				17,684.92
THREE PEAKS			CCO #2				6,147.03
						TOTAL	\$ 80,831.95
Operations		Grate					3,061.85
		Labor					8,391.75
						TOTAL	\$ 11,453.60
						TOTAL	201,703.90