

TO OWNER/CLIENT:

Bakersfield City School District
1300 Baker Street
Bakersfield, California 93305

PROJECT:

MLK Transitional Kindergarten
1100 Citadel Street
Bakersfield, California 93307

APPLICATION NO: 3

INVOICE NO: 3

PERIOD: 07/01/25 - 07/31/25

PROJECT NO: 25-336

CONTRACT DATE:

FROM CONTRACTOR:

McMurtrey Lince, Inc.
1025 Espee Street
Bakersfield, California 93301

VIA ARCHITECT/ENGINEER:

Curtis Flynn (Integrated Designs by SOMAM, Inc.)
6011 N. Fresno St., Suite 130
Fresno, California 93710

CONTRACT FOR: Dr. Martin Luther King Jr. Elementary School - Transitional Kindergarten

SENT TO
ACCOUNTS PAYABLE

AUG 04 2025

SENT BY

Cinda

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$1,508,299.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$1,508,299.00
4. Total completed and stored to date (Column G on detail sheet)	\$393,116.60
5. Retainage:	
a. 5.00% of completed work	\$19,655.88
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$19,655.88
6. Total earned less retainage (Line 4 less Line 5 Total)	\$373,460.72
7. Less previous certificates for payment (Line 6 from prior certificate)	\$163,292.37
8. Current payment due:	\$210,168.35
9. Balance to finish, including retainage (Line 3 less Line 6)	\$1,134,838.28

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

CONTRACTOR: McMurtrey Lince, Inc.

By: 

Date: 8/1/25

State of:

County of:

Subscribed and sworn to before

me this day of

Notary Public:

My commission expires:

See Attached for
Notary Certificate

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$210,168.35

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

ARCHITECT/ENGINEER:

By: 

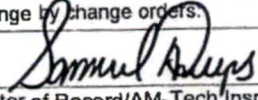
Date: 07-31-25

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Client or Contractor under this Contract.

RECEIVED NOV

AUG 04 2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

By: 
Inspector of Record/AM-Tech Inspection Services

Date: 07/30/25

By: 
Owner/Bakersfield City School District

Date: 8/4/25

V 318690
PO 25018238 REQ NO: R25041758
01-4010-0-0000-8500-6170-009.00 97,883.24
01-9010-0-0000-8500-6200-009.00 112,285.11
WORK TAG SCHOOL MLK TK
SIGNATURE: Paul Wang 23189.00-09-TK

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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 Kern

Subscribed and sworn to (or affirmed) before me on

this 1 day of August, 2025, by
Date Month Year

(1) JAMES PATRICK McMERTRY

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Application and Certificate For Judgment

Document Date: 8-1-25 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3

APPLICATION DATE:

PERIOD: 07/01/25 - 07/31/25

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	02-000.SVC General Expense	General Expense	\$35,471.00	\$5,911.84	\$2,955.91	\$0.00	\$8,867.75	25.00%	\$26,603.25	\$443.40
2	01-014.SVC Project Staffing / Supervision	Project Staffing / Supervision	\$58,120.00	\$9,686.66	\$4,843.34	\$0.00	\$14,530.00	25.00%	\$43,590.00	\$726.51
3	01-510.SVC Preliminary & Temporary Exp.	Preliminary & Temporary Exp.	\$31,737.00	\$5,289.50	\$2,644.75	\$0.00	\$7,934.25	25.00%	\$23,802.75	\$396.72
4	01-740.SVC Clean-up Janitorial	Clean-up Janitorial	\$2,753.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,753.00	\$0.00
5	02-230.SVC Clean-up Construction	Clean-up Construction	\$5,440.00	\$906.66	\$453.34	\$0.00	\$1,360.00	25.00%	\$4,080.00	\$68.01
6	01-540.SVC DIR Consultant	DIR Consultant	\$5,000.00	\$833.34	\$416.66	\$0.00	\$1,250.00	25.00%	\$3,750.00	\$62.49
7	01-000.SVC Printing Charges	Printing Charges	\$833.00	\$138.84	\$69.41	\$0.00	\$208.25	25.00%	\$624.75	\$10.41
8	02-220.SVC Site Demo	01 - Demo	\$17,187.00	\$0.00	\$17,187.00	\$0.00	\$17,187.00	100.00%	\$0.00	\$859.35
9	02-300.SVC Earthwork/Demo	02 - Earthwork / Demo	\$39,000.00	\$28,100.00	\$0.00	\$0.00	\$28,100.00	72.05%	\$10,900.00	\$1,405.00
10	01-700.SVC Allowance	03 - Soil / Termite Control - Allowance	\$750.00	\$0.00	\$750.00	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
11	03-320.SVC Concrete Slab / Foundation	06 - Concrete Slab / Foundation -Includes Site Concrete	\$131,769.00	\$22,220.00	\$85,098.00	\$0.00	\$107,318.00	81.44%	\$24,451.00	\$5,365.90
12	05-100.SVC Structural Steel	08 - Structural Steel	\$35,649.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,649.00	\$0.00
13	06-100.SVC Rough Carpentry	09 - Rough Carpentry	\$47,200.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	7.42%	\$43,700.00	\$175.00
14	07-200.SVC Insulation	11 - Insulation	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,500.00	\$0.00
15	07-400.SVC Roofing	12 & 13 - Roofing	\$76,503.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$76,503.00	\$0.00
16	07-700.SVC Roof Hatch / Ladder	14 - Roof Hatch / Ladder	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
17	08-600.SVC Skylights	15 - Skylights / Smoke Hatches (Material)	\$43,440.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43,440.00	\$0.00
18	07-900.SVC Joint Sealer / Caulking	16 - Joint Sealer / Caulking	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
19	08-100.SVC Hollow Metal Doors / Jambs	17 - Hollow Metal Doors / Jambs	\$43,411.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43,411.00	\$0.00

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
20	08-400.SVC Aluminum Storefront / Glass / Glazing	18 - Aluminum Storefront / Glass / Glazing	\$9,000.00	\$330.00	\$0.00	\$0.00	\$330.00	3.67%	\$8,670.00	\$16.50
21	09-050.SVC Lath & Plaster	19 - Lath & Plaster	\$46,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,800.00	\$0.00
22	09-250.SVC Metal Studs / Drywall	20 - Metal Studs / Drywall	\$154,000.00	\$56,616.00	\$0.00	\$0.00	\$56,616.00	36.76%	\$97,384.00	\$2,830.80
23	09-300.SVC Ceramic Tile	21 - Ceramic Tile	\$12,927.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,927.00	\$0.00
24	09-500.SVC Acoustical Ceiling, Tackboard, FRP	22 - Acoustical Ceiling, Tackboard, FRP	\$30,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,600.00	\$0.00
25	09-600.SVC Resilient Flooring / Carpeting	23 - Resilient Flooring / Carpeting	\$21,540.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,540.00	\$0.00
26	09-900.SVC Painting	24 - Painting	\$12,520.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,520.00	\$0.00
27	10-100.SVC Markerboards	25 - Markerboards	\$4,463.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,463.00	\$0.00
28	10-400.SVC Signs / Plaques	26 - Signs / Plaques	\$2,965.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,965.00	\$0.00
29	10-820.SVC Toilet Accessories	27 - Toilet Accessories	\$3,195.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,195.00	\$0.00
30	15-100.SVC Plumbing	30 - Plumbing	\$67,500.00	\$4,000.00	\$37,000.00	\$0.00	\$41,000.00	60.74%	\$26,500.00	\$2,050.00
31	13-900.SVC Fire Sprinkler System	31 - Fire Sprinkler System	\$23,200.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	8.62%	\$21,200.00	\$100.00
32	15-700.SVC H.V.A.C.	32 - H.V.A.C.	\$106,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$106,300.00	\$0.00
33	16-100.SVC Electrical, Data, FA, Assistive Listening System	33 - Electrical, Data, FA, Assistive Listening System	\$245,804.00	\$0.00	\$55,585.60	\$0.00	\$55,585.60	22.61%	\$190,218.40	\$2,779.28
34	17-040.SVC Contractor O&P	Contractor Fee	\$88,522.00	\$9,648.90	\$12,676.35	\$0.00	\$22,325.25	25.22%	\$66,196.75	\$1,116.27
35	17-020.SVC Insurance	Insurance	\$18,594.00	\$3,099.00	\$1,549.50	\$0.00	\$4,648.50	25.00%	\$13,945.50	\$232.44
36	17-030.SVC Bonds	Bonds	\$19,606.00	\$19,606.00	\$0.00	\$0.00	\$19,606.00	100.00%	\$0.00	\$980.30
37	17-010.OC Owners Allowance	Owners Allowance	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
TOTALS:			\$1,508,299.00	\$171,886.74	\$221,229.86	\$0.00	\$393,116.60	26.06%	\$1,115,182.40	\$19,655.88

Grand Totals

Grand Totals									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,508,299.00	\$171,886.74	\$221,229.86	\$0.00	\$393,116.60	26.06%	\$1,115,182.40	\$19,655.88

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: McMurtrey Lince, Inc.

Name of Customer: Bakersfield City School District

Job Location: 1100 Citadel Street, Bakersfield, CA 93307 - Transitional Kindergarten

Owner: Bakersfield City School District

Through Date: 07/31/2025

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Bakersfield City School District

Amount of Check: \$ 210,168.35


Check Payable to: McMurtrey Lince, Inc.

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: 07/01/2025
Amount(s) of unpaid progress payment(s): \$ 125,706.33
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: 

Claimant's Title: VP/CFO

Date of Signature: 07/28/2025
