

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT SUMMARY SHEET

Page 1 of 4

TO OWNER/CLIENT:
 Bakersfield City School District
 1300 Baker Street
 Bakersfield, California 93305

PROJECT:
 MLK - Wellness Center
 1100 Citadel Street
 Bakersfield, California 93307

FROM CONTRACTOR:
 McMurtry 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 - Wellness Center

APPLICATION NO: 5

INVOICE NO: 5

PERIOD: 09/01/25 - 09/30/25

PROJECT NO: 25-334

CONTRACT DATE:

OK *and* *Walt*
 10/13/25

SENT TO
ACCOUNTS PAYABLE

OCT 13 2025

SENT BY *Cindi*

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 | \$2,528,526.00 |
| 2. Net change by change orders | \$0.00 |
| 3. Contract Sum to date (Line 1 ± 2) | \$2,528,526.00 |
| 4. Total completed and stored to date (Column G on detail sheet) | \$1,211,449.48 |
| 5. Retainage: | |
| a. <u>5.00%</u> of completed work | \$60,572.53 |
| b. <u>0.00%</u> of stored material | \$0.00 |
| Total retainage (Line 5a + 5b or total in column I of detail sheet) | \$60,572.53 |
| 6. Total earned less retainage (Line 4 less Line 5 Total) | \$1,150,876.95 |
| 7. Less previous certificates for payment (Line 6 from prior certificate) | \$855,094.96 |
| 8. Current payment due: | \$295,781.99 |
| 9. Balance to finish, including retainage (Line 3 less Line 6) | \$1,377,649.05 |

| 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: *Samuel Rupps* Date: _____
 Inspector of Record/AM-Tech Inspection Services

By: *J. Lince* Date: *10/10/25*
 Owner/Bakersfield City School District

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: McMurtry Lince, Inc.

By: *McMurtry Lince*Date: *10/13/25*

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:

\$295,781.99

(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: *R.L. Flynn*Date: *10-03-25*

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 Owner/Client or Contractor under

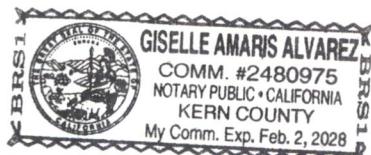
V *318490*
 PO *25018237* REQ NO: *2UR25041882*

01.0044.0.0000.8500.6200.009.00
 WORK TAG *SCHOOL MURJIT*
 SIGNATURE: *J. Lince* *22243.00-09 WEB*

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

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me on
this 6 day of October, 2025, by

Date

Month

Year

(1) James McMurtrey -

(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.

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 polymen

Document Date:

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: 5

APPLICATION DATE:

PERIOD: 09/01/25 - 09/30/25

Contract Lines

| 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 | | | | | |
| 1 | 02-000.SVC General Expense | General Expense | \$35,471.00 | \$11,822.48 | \$2,954.74 | \$0.00 | \$14,777.22 | 41.66% | \$20,693.78 | \$738.88 |
| 2 | 01-014.SVC Project Staffing / Supervision | Project Staffing / Supervision | \$58,120.00 | \$19,371.40 | \$4,841.39 | \$0.00 | \$24,212.79 | 41.66% | \$33,907.21 | \$1,210.65 |
| 3 | 01-510.SVC Preliminary & Temporary Exp. | Preliminary & Temporary Exp. | \$31,737.00 | \$10,577.94 | \$2,643.69 | \$0.00 | \$13,221.63 | 41.66% | \$18,515.37 | \$661.08 |
| 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 | \$1,813.15 | \$453.15 | \$0.00 | \$2,266.30 | 41.66% | \$3,173.70 | \$113.33 |
| 6 | 01-540.SVC DIR Consultant | DIR Consultant | \$5,000.00 | \$1,666.50 | \$416.50 | \$0.00 | \$2,083.00 | 41.66% | \$2,917.00 | \$104.15 |
| 7 | 01-000.SVC Printing Charges | Printing Charges | \$833.00 | \$277.64 | \$69.39 | \$0.00 | \$347.03 | 41.66% | \$485.97 | \$17.35 |
| 8 | 02-300.SVC Earthwork/Demo | 02 - Earthwork / Demo | \$43,000.00 | \$35,000.00 | \$0.00 | \$0.00 | \$35,000.00 | 81.40% | \$8,000.00 | \$1,750.00 |
| 9 | 01-700.SVC Soil/Termite Control-Allowance | 03 - Soil / Termite Control - Allowance | \$750.00 | \$750.00 | \$0.00 | \$0.00 | \$750.00 | 100.00% | \$0.00 | \$37.50 |
| 10 | 02-821.SVC Fencing Chain Link | 04 - Fencing Chain Link | \$20,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$20,000.00 | \$0.00 |
| 11 | 02-813.SVC Landscape/Irrigation | 05 - Landscape / Irrigation | \$53,792.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$53,792.00 | \$0.00 |
| 12 | 03-320.SVC Concrete Slab/Foundation | 06 - Concrete Slab / Foundation - Includes Site Concrete | \$147,803.00 | \$96,875.00 | \$0.00 | \$0.00 | \$96,875.00 | 65.54% | \$50,928.00 | \$4,843.75 |
| 13 | 04-050.SVC Masonry | 07 - Masonry | \$49,969.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$49,969.00 | \$0.00 |
| 14 | 05-100.SVC Structural Steel | 08 - Structural Steel | \$62,049.00 | \$21,652.40 | \$25,155.00 | \$0.00 | \$46,807.40 | 75.44% | \$15,241.60 | \$2,340.37 |
| 15 | 06-100.SVC Rough Carpentry | 09 - Rough Carpentry | \$211,000.00 | \$196,462.00 | \$10,318.00 | \$0.00 | \$206,780.00 | 98.00% | \$4,220.00 | \$10,339.00 |
| 16 | 06-200.SVC Millwork/Cabinets | 10 - Millwork / Cabinets | \$141,730.00 | \$0.00 | \$11,300.00 | \$0.00 | \$11,300.00 | 7.97% | \$130,430.00 | \$565.00 |
| 17 | 07-200.SVC Insulation | 11 - Insulation | \$22,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$22,000.00 | \$0.00 |
| 18 | 07-400.SVC Roofing | 12 & 13 - Roofing | \$101,600.00 | \$0.00 | \$38,325.00 | \$0.00 | \$38,325.00 | 37.72% | \$63,275.00 | \$1,916.25 |
| 19 | 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 |
| 20 | 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 |

See Attached for
 Notary Certificate

| 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 | | | | | |
| 21 | 08-100.SVC Hollow Metal Doors/Jambs | 17 - Hollow Metal Doors / Jambs | \$93,766.00 | \$0.00 | \$34,666.87 | \$0.00 | \$34,666.87 | 36.97% | \$59,099.13 | \$1,733.34 |
| 22 | 08-400.SVC Aluminum Storefront/Glass/Glazing | 18 - Aluminum Storefront / Glass / Glazing | \$10,000.00 | \$340.00 | \$0.00 | \$0.00 | \$340.00 | 3.40% | \$9,660.00 | \$17.00 |
| 23 | 09-050.SVC Lath & Plaster | 19 - Lath & Plaster | \$119,800.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$119,800.00 | \$0.00 |
| 24 | 09-250.SVC Metal Studs/Drywall | 20 - Metal Studs / Drywall | \$208,000.00 | \$134,451.05 | \$13,639.95 | \$0.00 | \$148,091.00 | 71.20% | \$59,909.00 | \$7,404.56 |
| 25 | 09-300.SVC Ceramic Tile | 21 - Ceramic Tile | \$20,650.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$20,650.00 | \$0.00 |
| 26 | 09-500.SVC Acoustical Ceiling, Tackboard, FRP | 22 - Acoustical Ceiling, Tackboard, FRP | \$30,700.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$30,700.00 | \$0.00 |
| 27 | 09-600.SVC Resilient Flooring/Carpeting | 23 - Resilient Flooring / Carpeting | \$32,704.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$32,704.00 | \$0.00 |
| 28 | 09-900.SVC Painting | 24 - Painting | \$25,680.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$25,680.00 | \$0.00 |
| 29 | 10-100.SVC 24 - Markerboards | 25 - Markerboards | \$5,616.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$5,616.00 | \$0.00 |
| 30 | 10-400.SVC Signs/Plaques | 26 - Signs / Plaques | \$16,815.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$16,815.00 | \$0.00 |
| 31 | 10-820.SVC Toilet Accessories | 27 - Toilet Accessories | \$6,340.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$6,340.00 | \$0.00 |
| 32 | 15-100.SVC Plumbing | 30 - Plumbing | \$207,500.00 | \$123,300.00 | \$41,500.00 | \$0.00 | \$164,800.00 | 79.42% | \$42,700.00 | \$8,240.00 |
| 33 | 13-900.SVC Fire Sprinkler System | 31 - Fire Sprinkler System | \$29,700.00 | \$2,000.00 | \$22,363.00 | \$0.00 | \$24,363.00 | 82.03% | \$5,337.00 | \$1,218.15 |
| 34 | 15-700.SVC H.V.A.C. | 32 - H.V.A.C. | \$65,829.00 | \$0.00 | \$16,510.50 | \$0.00 | \$16,510.50 | 25.08% | \$49,318.50 | \$825.53 |
| 35 | 16-100.SVC Electrical, Data, FA, Assistive Listening System | 33 - Electrical, Data, FA, Assistive Listening System | \$397,215.00 | \$137,830.30 | \$61,640.40 | \$0.00 | \$199,470.70 | 50.22% | \$197,744.30 | \$9,973.54 |
| 36 | 17-040.SVC Contractor O&P | Contractor Fee | \$150,226.00 | \$52,609.15 | \$18,282.50 | \$0.00 | \$70,891.65 | 47.19% | \$79,334.35 | \$3,544.59 |
| 37 | 17-020.SVC Insurance | Insurance | \$25,563.00 | \$8,520.15 | \$2,129.40 | \$0.00 | \$10,649.55 | 41.66% | \$14,913.45 | \$532.47 |
| 38 | 17-030.SVC Bonds | Bonds | \$36,375.00 | \$36,375.00 | \$0.00 | \$0.00 | \$36,375.00 | 100.00% | \$0.00 | \$1,818.75 |
| 39 | 17-010.OC Owners Allowance | Owners Allowance | \$50,000.00 | \$8,405.84 | \$4,140.00 | \$0.00 | \$12,545.84 | 25.09% | \$37,454.16 | \$627.29 |
| TOTALS: | | | \$2,528,526.00 | \$900,100.00 | \$311,349.48 | \$0.00 | \$1,211,449.48 | 47.91% | \$1,317,076.52 | \$60,572.53 |

See Attached for
Notary Certificate

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: | \$2,528,526.00 | \$900,100.00 | \$311,349.48 | \$0.00 | \$1,211,449.48 | 47.91% | \$1,317,076.52 | \$60,572.53 |

See Attached for
Notary Certificate

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 - Wellness Center

Owner: Bakersfield City School District

Through Date: 09/30/2025

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: \$ 295,781.99

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: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (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: 10/03/2025
