

**APPLICATION AND CERTIFICATE FOR PAYMENT**

Form P901

Schools Legal Service Document

Pg.1 of 2 Pages

**TO:**  
Bakersfield City School District  
1300 Baker Street  
Bakersfield, CA, 93305

**PROJECT: Electrical, Fire Alarm & Communications**  
**Munsey ES - (10) Temporary Classrooms - #22216.TR-35**  
3801 Brave Ave.  
Bakersfield, CA, 93309

Pay Application No: 5  
Application Date: 6/24/2024  
Period From: 6/1/2024  
Period To: 6/30/2024  
Contract Date: 9/27/2023  
Contract No: BP-01

**FROM (CONTRACTOR):**

Delta Electric  
323 Romance Ct.  
Bakersfield, CA, 93314

SUBMIT APPLICATION TO:  
**Integrated Designs**  
6011 N. Fresno, St., Ste. 130  
Fresno, CA 93710

Distribution To:  
Owner  
Architect  
Inspector

SENT TO  
ACCOUNTS PAYABLE  
JUL 2 2 2024  
SENT BY Cindi

Architect's Project No:

Application is made for Payment, as shown below, in connection with the Contract.

Contractor's Schedule of Values is attached.

**CONTRACTORS APPLICATION FOR PAYMENT**

CHANGE ORDERS SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders Approved in			
Previous Months By Owner Total:		\$32,505.00	\$0
Number:	Date Approved:	Approved This Month:	
		\$0	\$0
<b>NET CHANGE by Change Orders</b>		<b>\$32,505.00</b>	<b>\$0</b>

1.	ORIGINAL CONTRACT SUM.....	\$ 419,876.00
2.	Net Change by Change Orders.....	\$ 32,505.00
3.	CONTRACT SUM TO DATE (Line 1 +/- 2) .....	\$ 452,381.00
4.	TOTAL COMPLETED & STORED TO DATE.....	\$ 437,584.00
5.	RETAINAGE	
	a. 5% of Completed Work.....	\$ 21,879.20
	b. 5% of Stored Material.....	\$ -
6.	TOTAL EARNED LESS RETAINAGE (Line 4-5)...	\$ 415,704.80
7.	LESS PREVIOUS CERTIFIED PAYMENTS..... (Line 12 from prior certificates)	\$ 301,596.50
8.	CURRENT PAYMENT DUE .....	\$ 114,108.30

The Contractor hereby certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment had 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 for the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: [Signature]

State of:

County of:

Suscribed and sworn to before

me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission Expires:

INSPECTOR:

BY: [Signature]

OWNER:

BY: [Signature]

DATE: 6-28-24

DATE: 7/1/24

DATE: 7/16/24

see attached doc. HT - Notary Public

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

9.	CONTRACTOR'S REQUEST FOR PAYMENT..... (Line 8 Above)	\$ 114,108.30
10.	LESS: WITHHOLDING & RETENTION OF PAYMENT AND ASSESSMENTS AGAINST THE CONTRACTOR ....	\$ -
11.	LESS: OWNERS CLAIMS AGAINST THE CONTRACT ....	\$ -
12.	AMOUNT CERTIFIED (Line 9 minus 10 & 11) .....	\$ 114,108.30

(Attach explanation if amount recommended differs from the amount applied for.)

ARCHITECT: **Integrated Designs**

BY: [Signature]

DATE: 07-02-24

This Certificate is not negotiable. The AMOUNT RECOMMENDED is payable only to the Contractor named herein. Issuance, payment, and acceptance by the Contractor under this Contract.

V 304760  
PO P24005523 REQ NO: R24010089  
01-3213-0-0000-8500-6170-035-00 3757.25  
01-3213-0-0000-8500-6200-035-00 110,351.05  
WORK TAG \_\_\_\_\_ SCHOOL Munsey  
SIGNATURE: [Signature] 22216.TR-35

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

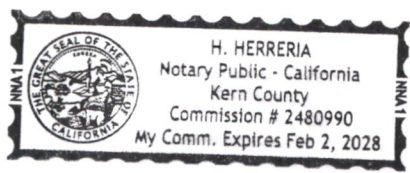
- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 William M. Gaddberry                      N/A  
 Signature of Document Signer No. 1                      Signature of Document Signer No. 2 (if any)

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 28 day of June, 2024,  
 by                      Date                      Month                      Year  
 (1) William M. Gaddberry  
 (and (2) N/A),  
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.  
 Signature H. Herrera  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is 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 payment                      Document Date: June 28, 2024  
 Number of Pages: 1                      Signer(s) Other Than Named Above: N/A

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**Form P902**

<p><b>FROM:</b></p> <p>Delta Electric 323 Romance Ct. Bakersfield, CA, 93314</p>	<p><b>APPLICATION NO:</b> 5</p> <p><b>APPLICATION DATE:</b> 6/24/2024</p> <p><b>PERIOD FROM:</b> 6/1/2024</p> <p><b>PERIOD TO:</b> 6/30/2024</p> <p><b>CONTRACT DATE:</b> 9/27/2023</p> <p><b>CONTRACT NO:</b> BP-01</p> <p><b>ARCH. PROJECT NO.:</b></p>
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A	B	C	D		E	F	G		H	I
			WORK COMPLETED				%	BALANCE TO FINISH ("C" - "G")		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	PREVIOUS APPLICATIONS (Column G of Previous Applications)	WORK IN PLACE THIS PERIOD	MATERIALS PRESENTLY STORED (Not In "D" or "E")	COMPLETED & STORED TO DATE ("D"+"E"+"F")			(G/C)	
	<b>Munsey ES - (10) Temporary Classrooms Electrical, Fire Alarm &amp; Communications</b>									
1	Bond	\$7,900.00	\$7,900.00	\$0.00	\$0.00	\$7,900.00	100.00%	\$0.00	\$395.00	
2	Submittals	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00	
3	Site Excavation	\$48,100.00	\$48,100.00	\$0.00	\$0.00	\$48,100.00	100.00%	\$0.00	\$2,405.00	
4	Site UG Conduit & Boxes - Labor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$1,250.00	
5	Site UG Conduit & Boxes - Material	\$23,200.00	\$23,200.00	\$0.00	\$0.00	\$23,200.00	100.00%	\$0.00	\$1,160.00	
6	Site Feeder Wire - Labor	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00	
7	Site Feeder Wire - Material	\$30,600.00	\$30,600.00	\$0.00	\$0.00	\$30,600.00	100.00%	\$0.00	\$1,530.00	
8	Fire Alarm - Labor	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00	
9	Fire Alarm - Material	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$42,000.00	100.00%	\$0.00	\$2,100.00	
10	Interior Data	\$21,200.00	\$21,200.00	\$0.00	\$0.00	\$21,200.00	100.00%	\$0.00	\$1,060.00	
11	Base Bid - Panels & XFMRs - Labor	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00	
12	Base Bid - Panels & XFMRs - Material	\$28,688.00	\$28,688.00	\$0.00	\$0.00	\$28,688.00	100.00%	\$0.00	\$1,434.40	
13	Bid Alt. 1 - Panels & XFMRs - Material	\$132,188.00	\$48,534.00	\$83,654.00	✓	\$132,188.00	100.00%	\$0.00	\$6,609.40	
14	Allowance	\$25,000.00	\$7,248.00	\$2,955.00	✓	\$10,203.00	40.81%	\$14,797.00	\$510.15	
15	Close out	\$1,000.00	\$0.00	\$1,000.00	✓	\$1,000.00	100.00%	\$0.00	\$50.00	
16	As-builts	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00	
17	Punchlist	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00	
18	CO #01 - Expedite Add Alt. Switchgear Equipment	\$32,505.00	\$0.00	\$32,505.00	✓	\$32,505.00	100.00%	\$0.00	\$1,625.25	
	<b>TOTALS TO DATE</b>	\$452,381.00	\$317,470.00	\$120,114.00	\$0.00	\$437,584.00	96.73%	\$14,797.00	\$21,879.20	

**P-914 – CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

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: Delta Electric

Name of Customer: Bakersfield City School District

Job Location: Munsey ES 3801 Brave Ave., Bakersfield, CA 93309

Owner: Bakersfield City School District

Through Date: 6-30-24

**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: \$ 114108.30

Check Payable to: Delta Electric

**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: William G. Gadberry 

Claimant's Title: President

Date of Signature: 6-30-24

**P-915 – UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: Delta Electric

Name of Customer: Bakersfield City School District

Job Location: Munsey ES 3801 Brave Ave., Bakersfield, CA 93309

Owner: Bakersfield City School District

Through Date: 2-29-24

**Unconditional 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. The claimant has received the following progress payment:

\$ 48007.30

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) 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: William G Gadberry 

Claimant's Title: President

Date of Signature: 3-19-24