

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

PROJECT: Owens Jr. High Modernization - Phase III BLDG L- #19123.03-46
815 Eurka St.
Bakersfield, CA, 93305

Pay Application No: 3
Application Date: 7/30/2024
Period From: 7/1/2024
Period To: 7/31/2024
Contract Date: 11/15/2023
Contract No: BP-02

FROM (CONTRACTOR): Kern Asphalt
2000 Norris Road
Bakersfield, CA 93308

SUBMIT APPLICATION TO: IBI Group
4119 Broad Street, Suite 210
San Luis Obispo, CA, 93401

Distribution To: Owner
Architect
Inspector

SENT TO ACCOUNTS PAYABLE

AUG 19 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

Table with columns: CHANGE ORDERS SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Change Orders Approved in Previous Months By Owner Total, Approved This Month, and NET CHANGE by Change Orders.

Table with columns: Item, Amount. Rows include ORIGINAL CONTRACT SUM, Net Change by Change Orders, CONTRACT SUM TO DATE, TOTAL COMPLETED & STORED TO DATE, RETAINAGE, TOTAL EARNED LESS RETAINAGE, LESS PREVIOUS CERTIFIED PAYMENTS, and CURRENT PAYMENT DUE.

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.

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.

CONTRACTOR: BY: [Signature] DATE: 8/1/24
State of: CA
County of: Kern
Suscribed and sworn to before me this first day of August, 2024
Notary Public: Deedra P. Watson
My Commission Expires: July 21, 2027



Table with columns: Item, Amount. Rows include CONTRACTOR'S REQUEST FOR PAYMENT, LESS: WITHHOLDING & RETENTION OF PAYMENT AND ASSESSMENTS AGAINST THE CONTRACTOR, LESS: OWNERS CLAIMS AGAINST THE CONTRACT, and AMOUNT CERTIFIED.

INSPECTOR: BY: [Signature] DATE: 8/17/24
OWNER: BY: [Signature] DATE: 8/19/24

ARCHITECT: IBI Group BY: [Signature] DATE: 8/14/24

RECEIVED AUG 14 RECD

M&O

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

V 6217
PO P24010322 REQ NO: 25R24021840
35.7710.0.0000.8500.6170.046.75
WORK TAG SIGNATURE: [Signature] SCHOOL: DJH III L 19123.03-46

APPLICATION AND CERTIFICATE FOR PAYMENT

Form P902

FROM: Kern Asphalt 2000 Norris Road Bakersfield, CA 93308	APPLICATION NO: <u>3</u> APPLICATION DATE: <u>7/30/2024</u> PERIOD FROM: <u>7/1/2024</u> PERIOD TO: <u>7/31/2024</u> CONTRACT DATE: <u>11/15/2023</u> CONTRACT NO: <u>BP-02</u> ARCH. PROJECT NO.: _____
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A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not In "D" or "E")	COMPLETED & STORED TO DATE ("D"+"E"+"F")	% (G/C)	BALANCE TO FINISH ("C" - "G")	RETAINAGE	
			PREVIOUS APPLICATIONS (Column G of Previous Applications)	WORK IN PLACE THIS PERIOD						
	Owens Jr. High Modernization - Phase III Building L BP-02 Asphalt & Striping									
1	Grade & Haul Off	\$9,682.52	\$9,682.52	\$0.00	\$0.00	\$9,682.52	100.00%	\$0.00	\$484.13	
2	Grading & Base	\$14,344.75	\$14,344.75	\$0.00	\$0.00	\$14,344.75	100.00%	\$0.00	\$717.24	
3	Paving	\$19,751.97	\$19,751.97	\$0.00	\$0.00	\$19,751.97	100.00%	\$0.00	\$987.60	
4	Slurry Seal Existing Basketball Courts	\$6,403.18	\$0.00	\$6,403.18	\$0.00	\$6,403.18	100.00%	\$0.00	\$320.16	
5	Allowance	\$10,000.00	\$4,911.00	\$1,723.00	\$0.00	\$6,634.00	66.34%	\$3,366.00	\$331.70	
6	Bonds	\$1,402.86	\$1,402.86	\$0.00	\$0.00	\$1,402.86	100.00%	\$0.00	\$70.14	
7	Submittals	\$1,402.86	\$1,402.86	\$0.00	\$0.00	\$1,402.86	100.00%	\$0.00	\$70.14	
8	Close Out	\$1,402.86	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,402.86	\$0.00	
	TOTALS TO DATE	\$64,391.00	\$51,495.96	\$8,126.18	\$0.00	\$59,622.14	92.59%	\$4,768.86	\$2,981.11	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

[California Civil Code Section 8132]

NOTICE: THIS DOCUMENT WAIVE 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: Kern Asphalt Paving And Sealing Co., Inc
Name of Customer: Bakersfield City School District
Job Location: Owens Jr High Modernization - Ph III Bldg L
Owner: Bakersfield City School District
Through Date: 7/31/24

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 \$ 7,719.87
Check Payable to: Kern Asphalt Paving And Sealing Co., 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: Project Administrator

Date of Signature: 08/02/24