

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

PROJECT:
Wayside Elementary
 1000 Ming Avenue
 Bakersfield, CA 93307

APPLICATION NO: **2**

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: **9/20/2024**

**SENT TO
 ACCOUNTS PAYABLE**

FROM (CONTRACTOR): **Bp-03**
JTS Construction
 PO Box 41765
 Bakersfield, CA 93384
 JTS Job#01-1395

ARCHITECT:
Integrated Design by SOMAM
 6011 N. Fresno Street, Suite 130
 Fresno, CA 93710

ARCHITECT'S
 PROJECT NO:

OCT 14 2024

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	\$	<u>450,000.00</u>
2. Net change by Change Orders	\$	<u>-</u>
3. CONTRACT SUM TO DATE	\$	<u>450,000.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>69,951.16</u>
5. RETAINAGE		
a. <u>5</u> % of Completed Work	\$	<u>3,497.56</u>
(Column D + E on G703)		
b. _____ % of Stored Material	\$	<u>n/a</u>
(Column F on G703)		
Total retention	\$	<u>3,497.56</u>
7. TOTAL EARNED LESS RETAINAGE	\$	<u>66,453.60</u>
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	<u>5,797.68</u>
9. CURRENT PAYMENT DUE	\$	<u>60,655.92</u>
10. BALANCE TO FINISH, PLUS RETAINAGE (Line item 3 minus Line item 7)	\$	<u>383,546.40</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor 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 that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: [Signature] Date: 9/27/2024

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... 60,655.92
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Architect Date: 10-09-24

By: _____ Date: _____

By: [Signature] Bakersfield City School District Date: 10/19/24

RECEIVED
OCT 10 REC'D
M&O

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 any rights of the Owner or Contractor under this Contract.

V 245560
 PO P25002964 REQ NO: R25003617
01.3243.0.0000.8500.6200.043.00 60,055.92
 WORK TAG _____ SCHOOL Wayside
 SIGNATURE: [Signature] 2220.00.43 HVAC

6x

Wayside ES HVAC Chiller

Subcontractor: JTS (BP 03)
 Mailing Address: _____
 Work From: 9/1/2024-9/30/2024

Project Name: Replacement
 Project No: 01.24011.3
 Invoice No: 24011-2
 Invoice Date: 9/20/2024

Work Category	Budget Amount	Percent Complete	Total Gross Due	Previously Billed	Current Gross Billing	Current Retention	Current Net Due
General Conditions	\$ 5,720.00	16%	\$ 888.89	\$ 57.20	\$ 831.69	\$ 41.58	\$ 790.11
Supervision	\$ 26,000.00	16%	\$ 4,040.40	\$ 260.00	\$ 3,780.40	\$ 189.02	\$ 3,591.38
Travel Subsistence	\$ 6,900.00	16%	\$ 1,072.26		\$ 1,072.26	\$ 53.61	\$ 1,018.65
SWPPP	\$ 500.00	0%			\$ -	\$ -	\$ -
JTS OH&P	\$ 128,562.00	16%	\$ 19,978.53	\$ 1,285.62	\$ 18,692.91	\$ 934.65	\$ 17,758.26
Bond & Insurance	\$ 4,050.00	100%	\$ 4,050.00	\$ 4,050.00	\$ -	\$ -	\$ -
American West - Rough Grading - 1849 Square Feet							
Grading of Chiller Yard	\$ 6,853.28	0%			\$ -	\$ -	\$ -
Grading of Side Enclosure	\$ 946.72	0%			\$ -	\$ -	\$ -
JTS Construction - Concrete Pour - Total 1849 Square Feet							
Form, Pour & Strip Chiller Yard	\$ 16,863.60	0%			\$ -	\$ -	\$ -
Form, Pour & Strip Side Enclosure	\$ 2,336.40	0%			\$ -	\$ -	\$ -
JTS Construction - Cut 34 Each Roof Openings							
Cut Roof Openings	\$ 20,498.00	0%			\$ -	\$ -	\$ -
3G Rebar - Install Reinforcement - 1849 Square Feet							
Rebar at Chiller Yard	\$ 3,557.00	0%			\$ -	\$ -	\$ -
Rebar at Side Enclosure	\$ 493.00	0%			\$ -	\$ -	\$ -
California Building Products							
Submittals	\$ 250.00	100%	\$ 250.00	\$ 225.00	\$ 25.00	\$ 1.25	\$ 23.75
Building A Infill Material & Labor	\$ 407.50	0%			\$ -	\$ -	\$ -
Building B Infill Materials & Labor	\$ 570.50	0%			\$ -	\$ -	\$ -
Building C Infill Material & Labor	\$ 489.00	0%			\$ -	\$ -	\$ -
Building D Infill Material & Labor	\$ 489.00	100%	\$ 489.00		\$ 489.00	\$ 24.45	\$ 464.55
Building E Infill Material & Labor	\$ 407.50	0%			\$ -	\$ -	\$ -
Building F Infill Material & Labor	\$ 195.60	0%			\$ -	\$ -	\$ -
Building A Ceiling Material & Labor	\$ 18,126.18	0%			\$ -	\$ -	\$ -
Building B Ceiling Material & Labor	\$ 18,126.18	0%			\$ -	\$ -	\$ -
Building C Ceiling Material & Labor	\$ 18,126.18	0%			\$ -	\$ -	\$ -
Building D Ceiling Material & Labor	\$ 18,126.18	100%	\$ 18,126.18		\$ 18,126.18	\$ 906.31	\$ 17,219.87
Building E Ceiling Material & Labor	\$ 18,126.18	0%			\$ -	\$ -	\$ -
Building F Ceiling Material & Labor	\$ 15,130.00	0%			\$ -	\$ -	\$ -

Absolute Urethane - Roof Patchback at 34 Each Openings


Submittals	\$ 250.00	100%	\$ 250.00	\$ 225.00	\$ 25.00	\$ 1.25	\$ 23.75
Building A Materials & Labor	\$ 17,338.23	0%			\$ -	\$ -	\$ -
Building B Materials & Labor	\$ 17,338.21	0%			\$ -	\$ -	\$ -
Building C Materials & Labor	\$ 27,741.20	0%			\$ -	\$ -	\$ -
Building D Materials & Labor	\$ 20,805.90	100%	\$ 20,805.90		\$ 20,805.90	\$ 1,040.30	\$ 19,765.61
Building E Materials & Labor	\$ 17,338.23	0%			\$ -	\$ -	\$ -
Building F Materials & Labor	\$ 17,338.23	0%			\$ -	\$ -	\$ -
		#DIV/0!			\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total Original Contract	\$ 450,000.00	15.54%	\$ 69,951.16	\$ 6,102.82	\$ 63,848.34	\$ 3,192.42	\$ 60,655.92

Extras:

		#DIV/0!			\$ -	\$ -	\$ -
Total Extras	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Total Revised Contract \$ 450,000.00 15.54% \$ 69,951.16 \$ 6,102.82 \$ 63,848.34 \$ 3,192.42 \$ 60,655.92

SCA CM Initial F.B

IOR Initial  9/23/24

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 2
PERIOD TO: 9/20/2024

In tabulation below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for the line items may apply

ARCHITECT'S PROJECT NO:

Cost Code	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	General Conditions	5,720.00	57.20	831.69		888.89	15.54%	4,831.11	44.44
2	Supervision	26,000.00	260.00	3,780.40		4,040.40	15.54%	21,959.60	202.02
3	Travel Subsistence	6,900.00		1,072.26		1,072.26	15.54%	5,827.74	53.61
4	SWPPP	500.00		-		-	0.00%	500.00	-
5	JTS OH&P	128,562.00	1,285.62	18,692.91		19,978.53	15.54%	108,583.47	998.93
6	Bond & Insurance	4,050.00	4,050.00	-		4,050.00	100.00%	-	202.50
American West - Rough Grading - Total 1849 Square Feet									
7	Grading of Chiller Yard	6,853.28		-		-	0.00%	6,853.28	-
8	Grading of Side Enclosure	946.72		-		-	0.00%	946.72	-
JTS Construction - Concrete Pour - Total 1849 Square Feet									
9	Form, Pour, & Strip Chiller Yard	16,863.60		-		-	0.00%	16,863.60	-
10	Form, Pour, & Strip Side Enclosure	2,336.40		-		-	0.00%	2,336.40	-
JTS Construction - Cut 34 Each Roof Openings									
11	Cut Roof Openings	20,498.00		-		-	0.00%	20,498.00	-
3G Rebar - Install Reinforcement - 1849 Square Feet									
12	Rebar at Chiller Yard	3,557.00		-		-	0.00%	3,557.00	-
13	Rebar at Side Enclosure	493.00		-		-	0.00%	493.00	-
California Building Products									
14	Submittals	250.00	225.00	25.00		250.00	100.00%	-	12.50
15	Building A Infill Material & Labor	407.50		-		-	0.00%	407.50	-
16	Building B Infill Material & Labor	570.50		-		-	0.00%	570.50	-
17	Building C Infill Material & Labor	489.00		-		-	0.00%	489.00	-
18	Building D Infill Material & Labor	489.00		489.00		489.00	100.00%	-	24.45
19	Building E Infill Material & Labor	407.50		-		-	0.00%	407.50	-
20	Building F Infill Material & Labor	195.60		-		-	0.00%	195.60	-
21	Building A Ceiling Material & Labor	18,126.18		-		-	0.00%	18,126.18	-
22	Building B Ceiling Material & Labor	18,126.18		-		-	0.00%	18,126.18	-
23	Building C Ceiling Material & Labor	18,126.18		-		-	0.00%	18,126.18	-
24	Building D Ceiling Material & Labor	18,126.18		18,126.18		18,126.18	100.00%	-	906.31
25	Building E Ceiling Material & Labor	18,126.18		-		-	0.00%	18,126.18	-
26	Building F Ceiling Material & Labor	15,130.00		-		-	0.00%	15,130.00	-
Absolute Urethane - Roof Patchback at 34 Each Openings									
27	Submittals	250.00	225.00	25.00		250.00	100.00%	-	12.50
28	Building A Materials & Labor	17,338.23		-		-	0.00%	17,338.23	-
29	Building B Materials & Labor	17,338.21		-		-	0.00%	17,338.21	-
30	Building C Materials & Labor	27,741.20		-		-	0.00%	27,741.20	-
31	Building D Materials & Labor	20,805.90		20,805.90		20,805.90	100.00%	-	1,040.30
32	Building E Materials & Labor	17,338.23		-		-	0.00%	17,338.23	-
33	Building F Materials & Labor	17,338.23		-		-	0.00%	17,338.23	-
CHANGE ORDERS									
Contract Subtotal		450,000.00	6,102.82	63,848.34	-	69,951.16	15.54%	380,048.84	3,497.56

**CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT**
(CA CIVIL CODE §8132)

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: JTS Construction
Name of Customer: Bakersfield City School District
Job Location: 1000 Ming Avenue, Bakersfield, CA 93307
Owner: Bakersfield City School District
Through Date: 09/20/2024

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:

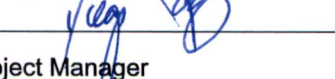
Maker of Check: Bakersfield City School District
Amount of Check: \$ 60,655.92
Check Payable to: JTS Construction

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: 08/20/2024
Amount(s) of unpaid progress payment(s): \$ 5,797.68
- (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 Manager
Date of Signature: 09/27/2024

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 Kern)

On 9/27/2024 before me, S. Anderson, Notary Public
(insert name and title of the officer)

personally appeared Diego Ross ,
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 *S. Anderson*

(Seal)

