

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
Wayside ES - (5) Temporary Classrooms - #22220.TR-43
1000 Ming Ave.
Bakersfield, CA, 93307

Pay Application No: 5
Application Date: 2/23/2024
Period From: ~~2/1/2024~~ 6.1.2024
Period To: ~~2/29/2024~~ 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

SENT TO ACCOUNTS PAYABLE
Distribution To: _____
Owner: _____
Architect: _____
Inspector: _____

JUL 22 2024

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:		\$37,708.00	\$0
Number:	Date Approved:	Approved This Month:	
			\$0
NET CHANGE by Change Orders		\$37,708.00	\$0

1.	ORIGINAL CONTRACT SUM.....	\$ 377,776.00
2.	Net Change by Change Orders.....	\$ 37,708.00
3.	CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 415,484.00
4.	TOTAL COMPLETED & STORED TO DATE.....	\$ 397,642.00
5.	RETAINAGE	
	a. 5% of Completed Work.....	\$ 19,882.10
	b. 5% of Stored Material.....	\$ -
6.	TOTAL EARNED LESS RETAINAGE (Line 4-5)...	\$ 377,759.90
7.	LESS PREVIOUS CERTIFIED PAYMENTS.....	\$ 227,363.50
	(Line 12 from prior certificates)	
8.	CURRENT PAYMENT DUE	\$ 150,396.40

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: *William A. Pley*
BY: _____
State of: _____
County of: _____
Suscribed and sworn to before
me this _____ day of _____

DATE: *6-25-24*

9.	CONTRACTOR'S REQUEST FOR PAYMENT.....	\$ 150,396.40
	(Line 8 Above)	\$ -
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)	\$ 150,396.40

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

Notary Public: *See attached doc. HH - Notary Public*
My Commission Expires: _____

INSPECTOR: *Samuel P. [Signature]*
BY: _____

DATE: *7/1/24*

ARCHITECT: Integrated Designs

OWNER: *[Signature]*
BY: _____

DATE: *7/16/24*

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 *P24005522* REQ NO: *R24010081*
01-3213-0-0000-8500-6170-043-00 4615.10
01-3213-0-0000-8500-6200-043-00 145,781.30
WORK TAG _____ SCHOOL *Wayside*
SIGNATURE: *[Signature]* 22220 TR-43

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

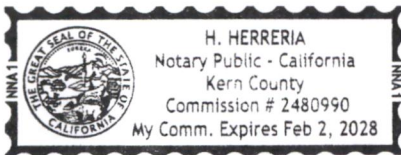
- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 *William G. Hadberry* *NIA*
 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*, 20*24*,
 by *Date* *Month* *Year*
 (1) *William G. Hadberry*
 (and (2) *NIA*),
 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: *NIA*

APPLICATION AND CERTIFICATE FOR PAYMENT

Form P902

<p>FROM:</p> <p>Delta Electric 323 Romance Ct. Bakersfield, CA, 93314</p>	<p>APPLICATION NO: 5</p> <p>APPLICATION DATE: 6/24/2024</p> <p>PERIOD FROM: 6/1/2024</p> <p>PERIOD TO: 6/30/2024</p> <p>CONTRACT DATE: 9/27/2023</p> <p>CONTRACT NO: BP-01</p> <p>ARCH. PROJECT NO.:</p>
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A	B	C	D		E	F	G		H	I
			PREVIOUS APPLICATIONS (Column G of Previous Applications)	WORK IN PLACE THIS PERIOD			COMPLETED & STORED TO DATE ("D"+"E"+"F")	% (G/C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES				MATERIALS PRESENTLY STORED (Not In "D" or "E")			BALANCE TO FINISH ("C" - "G")	RETAINAGE
	Wayside ES - (5) Temporary Classrooms Electrical, Fire Alarm & Communications									
1	Bond	\$7,100.00	\$7,100.00	\$0.00	\$0.00	\$7,100.00	100.00%	\$0.00	\$355.00	
2	Submittals	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00	
3	Site Excavation	\$56,400.00	\$56,400.00	\$0.00	\$0.00	\$56,400.00	100.00%	\$0.00	\$2,820.00	
4	Site UG Conduit & Boxes - Labor	\$34,000.00	\$34,000.00	\$0.00	\$0.00	\$34,000.00	100.00%	\$0.00	\$1,700.00	
5	Site UG Conduit & Boxes - Material	\$15,300.00	\$15,300.00	\$0.00	\$0.00	\$15,300.00	100.00%	\$0.00	\$765.00	
6	Site Feeder Wire - Labor	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00	
7	Site Feeder Wire - Material	\$23,100.00	\$23,100.00	\$0.00	\$0.00	\$23,100.00	100.00%	\$0.00	\$1,155.00	
8	Fire Alarm - Labor	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00	
9	Fire Alarm - Material	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$1,500.00	
10	Interior Data	\$10,600.00	\$10,600.00	\$0.00	\$0.00	\$10,600.00	100.00%	\$0.00	\$530.00	
11	Base Bid - Panels & XFMRs - Labor	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00	
12	Base Bid - Panels & XFMRs - Material	\$23,488.00	\$23,488.00	\$0.00	\$0.00	\$23,488.00	100.00%	\$0.00	\$1,174.40	
13	Bid Alt. 1 - Panels & XFMRs - Material	\$131,788.00	\$16,042.00	\$115,746.00	\$0.00	\$131,788.00	100.00%	\$0.00	\$6,589.40	
14	Allowance	\$25,000.00	\$3,300.00	\$3,858.00	\$0.00	\$7,158.00	28.63%	\$17,842.00	\$357.90	
15	Close out	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$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.1 Switchgear Equipment	\$37,708.00	\$0.00	\$37,708.00	\$0.00	\$37,708.00	100.00%	\$0.00	\$1,885.40	
	TOTALS TO DATE	\$415,484.00	\$239,330.00	\$158,312.00	\$0.00	\$397,642.00	95.71%	\$17,842.00	\$19,882.10	

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: Wayside ES 1000 Ming Ave., Bakersfield, CA 93307
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: \$ 150,396.40
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: Wayside ES 1000 Ming Ave., Bakersfield, CA 93307

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:

\$ 17,139.90

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