

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:
Fletcher ES - (1) Permanent Modular TK Classroom Building
9801 Highland Knolls Drive
Bakersfield, CA, 93306

Pay Application No: 3
Application Date: 9/16/2025
Period From: 9/1/2025
Period To: 9/30/2025
Contract Date: 6/24/2025
Contract No: BP-03

FROM (CONTRACTOR):

SW Construction
5003 Woodmere Drive
Bakersfield, CA, 93313

SUBMIT APPLICATION TO:

Ordiz-Melby
5500 Ming Ave. Suite 280
Bakersfield, CA 93309

Distribution To:

Owner

Architect

Inspector

SENT TO
ACCOUNTS PAYABLE

OCT 21 2025

SENT BY

Candi

District's Project No: 23247.00-12-PMC

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:		\$0	\$0
Number:	Date Approved:	Approved This Month:	
CO #01	9/23/2025	\$8,580.81	\$0
NET CHANGE by Change Orders		\$8,580.81	\$0

1.	ORIGINAL CONTRACT SUM.....	\$ 166,338.00
2.	Net Change by Change Orders.....	\$ 8,580.81
3.	CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 174,918.81
4.	TOTAL COMPLETED & STORED TO DATE.....	\$ 136,466.81
5.	RETAINAGE	
	a. 5% of Completed Work.....	\$ 6,823.34
	b. 5% of Stored Material.....	\$ -
6.	TOTAL EARNED LESS RETAINAGE (Line 4-5)...	\$ 129,643.47
7.	LESS PREVIOUS CERTIFIED PAYMENTS.....	\$ 64,009.10
	(Line 12 from prior certificates)	
8.	CURRENT PAYMENT DUE	\$ 65,634.37

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: 9.18.25
State of: California
County of: Kern
Suscribed and sworn to before
me this 19th day of September, 2025

Notary Public: [Signature]
My Commission Expires March 15, 2029 SEE ATTACHED NOTARY CERTIFICATE

INSPECTOR:
BY: [Signature]
OWNER:
BY: [Signature]

DATE: 10/10/25

DATE: 10/20/25

ARCHITECT: Ordiz-Melby

BY: [Signature]

DATE: 10/14/25

This Certificate is not negotiable. The AMOUNT RECOMMENDED 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 318507
PO P26002988 REQ NO: R26003224
35,7710.0.0000.8500.6170.012.00
WORK TAG [Signature] SCHOOL Fletcher
SIGNATURE: [Signature] 23247.00-12-TK PMC

California Jurat Certificate

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

S.S.

Subscribed and sworn to (or affirmed) before me on this 19th day of September,
Month

20 25, by Elias Garcia and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

C. Garcia
Signature of Notary Public

C. Garcia
For other required information (Notary Name, Commission No. etc.)



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Application and Certificate for Payment

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Form P902

Page 2 of 2 Pages

FROM:

SW Construction
5303 Woodmere Drive
Bakersfield, CA, 93313

APPLICATION NO: 3

APPLICATION DATE: 9/16/2025

PERIOD FROM: 9/1/2025

PERIOD TO: 9/30/2025

CONTRACT DATE: 6/24/2025

CONTRACT NO: BP-03

DISTRICT PROJECT NO.: 23247.00-12- PMC

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					
	BP-03 Site Utilities								
1	Mobilization	\$9,978.00	\$9,978.00	\$0.00	\$0.00	\$9,978.00	100.00%	\$0.00	\$498.90
2	Demobilization	\$6,652.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,652.00	\$0.00
3	Insurance and Bonds	\$4,900.00	\$4,900.00	\$0.00	\$0.00	\$4,900.00	100.00%	\$0.00	\$245.00
4	Submittals	\$3,300.00	\$3,300.00	\$0.00	\$0.00	\$3,300.00	100.00%	\$0.00	\$165.00
5	Contract Closeouts	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,300.00	\$0.00
6	Allowance	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$1,500.00
7	Material - 4" Domestic Water Pipe	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
8	Labor - Lay 4" Domestic Water Pipe	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
9	Backfill and Compact 4" Domestic Water Pipe	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00
10	Material - 4" Fire Water Pipe	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$175.00
11	Labor - Lay 4" Fire Water Pipe	\$5,000.00	\$0.00	\$1,250.00	\$0.00	\$1,250.00	25.00%	\$3,750.00	\$62.50
12	Backfill and Compact 4" Fire Water Pipe	\$5,000.00	\$0.00	\$1,250.00	\$0.00	\$1,250.00	25.00%	\$3,750.00	\$62.50
13	Material - 6" Sewer Pipe	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
14	Labor - Lay 6" Sewer Pipe	\$11,500.00	\$2,300.00	\$9,200.00	\$0.00	\$11,500.00	100.00%	\$0.00	\$575.00
15	Backfill and Compact 6" Sewer Pipe	\$17,000.00	\$3,400.00	\$13,600.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00
16	Material - 48" Sewer Manhole	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$325.00
17	Install 48" Sewer Manhole	\$10,208.00	\$0.00	\$10,208.00	\$0.00	\$10,208.00	100.00%	\$0.00	\$510.40
18	Backfill and Compact 48" Sewer Manhole	\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$5,500.00	100.00%	\$0.00	\$275.00
19	Material - 6" Storm Drain	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$175.00
20	Labor - Lay 6" Storm Drain	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
21	Backfill and Compact 6" Storm Drain	\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$5,500.00	100.00%	\$0.00	\$275.00
22	CO #01 - Irrigation Reroute	\$8,580.81	\$0.00	\$8,580.81	\$0.00	\$8,580.81	100.00%	\$0.00	\$429.04
	TOTALS TO DATE	\$174,918.81	\$67,378.00	\$69,088.81	\$0.00	\$136,466.81	78.02%	\$38,452.00	\$6,823.34

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: SW CONSTRUCTION INC

Name of Customer: Bakersfield City School District

Job Location: FLETCHER Elementary

Owner: Bakersfield City School District

Through Date: 10-31-2025

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: \$ 65,634.37

Check Payable to: SW CONSTRUCTION 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.
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Signature

Claimant's Signature: *Jesse Baeza*

Claimant's Title: PROJECT MANAGER

Date of Signature: 10-01-2025
