

APPLICATION AND CERTIFICATION FOR PAYMENT**TO OWNER:**

Bakersfield City School District
1501 Feliz Drive
Bakersfield, CA 93307

PROJECT NAME:

Horace Mann Elementary
HVAC System Upgrade

COD PROJECT # 22214.00-32

DIR Project # 03-122671

VIA CONSTRUCTION MANAGER:

Safework
607 Texas Street
Bakersfield, CA, 93307

VIA ARCHITECT:

AP Architects
3434 Truxton Avenue, Suite 240
Bakersfield, CA, 93301

**SENT TO
ACCOUNTS PAYABLE****MAY 05 2025****SENT BY****DIRECTOR OF
FACILITIES SERVICES****FROM CONTRACTOR:**

MICHAEL SURFACE SOLUTIONS
7101 SCHIRRA CT
BAKERSFIELD, CA 93313

CONTRACT FOR: HME5-06**CONTRACT #****PO# 25002968****DIR Contractor Registration # 1000877947****CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes Approved in Previous Months by Owner	\$0.00	(\$0.00)
Total Approved This Month	\$0.00	(\$0.00)
TOTALS	\$0.00	(\$0.00)
NET CHANGES by CHANGE ORDERS	\$0.00	

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

PRIME CONTRACTOR:

By:

Shelby Collier
Title: *Accountant*

Date:

4/8/25

NOTARY PUBLIC: (if unsigned, see attached)

Please see Notary attachment

By:

Notary Seal:

State of:

County of:

Subscribed and sworn to before me this _____ day of _____, 2014.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, and based on observations at the site, along with the data comprising this 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.

AMOUNT CERTIFIED **\$36,655.75**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

4/23/25

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.

PAYMENT**APPLICATION # 1****PERIOD FROM: 3/1/2025****PERIOD TO: 3/31/2025****CONTRACT
DATE: 6/10/2024**

Application for payment is made in connection .

as shown below. A Continuation Form is attached.

The present status of the amount of this contract is as follows:

1. ORIGINAL CONTRACT SUM	\$ 97,950.00
2. NET CHANGES by CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$ 97,950.00
4. TOTAL COMPLETED & STORED TO DATE (Column G from Continuation Form)	\$ 38,585.00

5. RETAINAGE:a. 5 % of Completed Work **\$147.85**

(Column D + Column E on Continuation Form)

b. 5 % of Stored Material **\$1,781.40**

(Column F on Continuation Form)

TOTAL RETAINAGE (Lines 5a + 5b or Total in
Column I on Continuation Form)

\$ 1,929.25

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 36,655.75

**7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT** (Line 6 from prior Certificate)

\$ 0.00

8. CURRENT PAYMENT DUE (Line 6 Less Line 7)\$ **36,655.75****9. BALANCE TO FINISH, INCLUDING RETAINAGE**

(Line 3 Less Line 6)

\$ 61,294.25

APPROVED FOR PAYMENT:

By:

CONSTRUCTION MANAGER

Date:

4/10/25

By:

PROJECT INSPECTOR OF RECORD

Date:

4-17-25

V

PO

REQ NO:

WORK TAG

SIGNATURE:

*318534
R25002968**R25003357**01.3243.0.0000.8500.6200.03200*SCHOOL *H. Mann**22214.00.32 HVAC*

:

:

:

JURAT

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 8th day of April,
2025 by Shelly Collier

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Hailey Jo James
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Application and
(Title of description of attached document)
Certification for Payment
(Title or description of attached document continued)

Number of Pages 1 Document Date 4/8/25

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CONTINUATION FORM

PROJECT NAME: Horace Mann Elementary

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's Signed Certification
Use Column I on Contracts where variable retainage for the line items may apply.

CONTRACTOR: MICHAEL SURFACE SOLUTIONS

APPLICATION # 1

PERIOD FROM: 3/1/2025

PERIOD TO: 3/31/2025

CONTRACT DATE: 6/10/2024

PROJECT # 22214.00-32

CONTRACT FOR: HMES-06

CONTRACT # 0

A.	B.	C.	D.	E.	F.	G.		H.	I.
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	SUBMITTALS	\$ 990.00		\$ 990.00		\$ 990.00	100.00%	\$ -	\$ 49.50
2	CLOSEOUT	\$ 990.00				\$ -	0.00%	\$ 990.00	\$ -
3	BOND	\$ 977.00		\$ 977.00		\$ 977.00	100.00%	\$ -	\$ 48.85
4	ALLOWANCE-UN FORSEEN CONDITIONS	\$ 25,000.00				\$ -	0.00%	\$ 25,000.00	\$ -
5	INSURANCE	\$ 990.00		\$ 990.00		\$ 990.00	100.00%	\$ -	\$ 49.50
	PHASE 1								
6	BUILDING M2 - PROVIDE CARPET & ADHESIVE	\$ 2,160.00			\$ 2,160.00	\$ 2,160.00	100.00%	\$ -	\$ 108.00
7	BUILDING M2 - LABOR TO INSTALL CARPET	\$ 2,100.00				\$ -	0.00%	\$ 2,100.00	\$ -
8	BUILDING M2 - PROVIDE 4" WALL BASE ADHESIVE	\$ 3,600.00			\$ 3,600.00	\$ 3,600.00	100.00%	\$ -	\$ 180.00
9	BUILDING M2 - LABOR TO INSTALL RUBBER BASE	\$ 2,880.00				\$ -	0.00%	\$ 2,880.00	\$ -
	PHASE 2								
10	BUILDING B - PROVIDE CARPET & ADHESIVE	\$ 1,260.00			\$ 1,260.00	\$ 1,260.00	100.00%	\$ -	\$ 63.00
11	BUILDING B - LABOR TO INSTALL CARPET	\$ 1,225.00				\$ -	0.00%	\$ 1,225.00	\$ -
12	BUILDING B - PROVIDE 4" WALL BASE ADHESIVE	\$ 1,800.00			\$ 1,800.00	\$ 1,800.00	100.00%	\$ -	\$ 90.00
13	BUILDING B - LABOR TO INSTALL RUBBER BASE	\$ 1,440.00				\$ -	0.00%	\$ 1,440.00	\$ -
14	BUILDING C - PROVIDE CARPET & ADHESIVE	\$ 648.00			\$ 648.00	\$ 648.00	100.00%	\$ -	\$ 32.40
15	BUILDING C - LABOR TO INSTALL CARPET	\$ 630.00				\$ -	0.00%	\$ 630.00	\$ -
16	BUILDING C - PROVIDE 4" WALL BASE ADHESIVE	\$ 1,200.00			\$ 1,200.00	\$ 1,200.00	100.00%	\$ -	\$ 60.00
17	BUILDING C - LABOR TO INSTALL RUBBER BASE	\$ 960.00				\$ -	0.00%	\$ 960.00	\$ -
	PHASE 3								
18	BUILDING D - PROVIDE CARPET & ADHESIVE	\$ 1,260.00			\$ 1,260.00	\$ 1,260.00	100.00%	\$ -	\$ 63.00
19	BUILDING D - LABOR TO INSTALL CARPET	\$ 1,225.00				\$ -	0.00%	\$ 1,225.00	\$ -
20	BUILDING D - PROVIDE 4" WALL BASE ADHESIVE	\$ 1,800.00			\$ 1,800.00	\$ 1,800.00	100.00%	\$ -	\$ 90.00
21	BUILDING D - LABOR TO INSTALL RUBBER BASE	\$ 1,440.00				\$ -	0.00%	\$ 1,440.00	\$ -
22	BUILDING E - PROVIDE CARPET & ADHESIVE	\$ 1,260.00			\$ 1,260.00	\$ 1,260.00	100.00%	\$ -	\$ 63.00
23	BUILDING E - LABOR TO INSTALL CARPET	\$ 1,225.00				\$ -	0.00%	\$ 1,225.00	\$ -
24	BUILDING E - PROVIDE 4" WALL BASE ADHESIVE	\$ 1,800.00			\$ 1,800.00	\$ 1,800.00	100.00%	\$ -	\$ 90.00
25	BUILDING E - LABOR TO INSTALL RUBBER BASE	\$ 1,440.00				\$ -	0.00%	\$ 1,440.00	\$ -
	PHASE 4								
26	BUILDING M3 - PROVIDE CARPET & ADHESIVE	\$ 4,320.00			\$ 4,320.00	\$ 4,320.00	100.00%	\$ -	\$ 216.00
27	BUILDING M3 - LABOR TO INSTALL CARPET	\$ 4,200.00				\$ -	0.00%	\$ 4,200.00	\$ -
28	BUILDING M3 - PROVIDE 4" WALL BASE ADHESIVE	\$ 1,200.00			\$ 1,200.00	\$ 1,200.00	100.00%	\$ -	\$ 60.00
29	BUILDING M3 - LABOR TO INSTALL RUBBER BASE	\$ 960.00				\$ -	0.00%	\$ 960.00	\$ -
30	BUILDING M3 - PROVIDE SHEET VINYL AND ADHESIVE	\$ 3,960.00			\$ 3,960.00	\$ 3,960.00	100.00%	\$ -	\$ 198.00
31	BUILDING M3 - LABOR TO INSTALL SHEET VINYL	\$ 4,860.00				\$ -	0.00%	\$ 4,860.00	\$ -

CONTINUATION FORM

PROJECT NAME: Horace Mann Elementary

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's Signed Certification
Use Column I on Contracts where variable retainage for the line items may apply.

APPLICATION # 1

PERIOD FROM: 3/1/2025

PERIOD TO: 3/31/2025

CONTRACT DATE: 6/10/2024

PROJECT # 22214.00-32

CONTRACT # 0

CONTRACTOR: MICHAEL SURFACE SOLUTIONS

CONTRACT FOR: HMES-06

A.	B.	C.	D.	E.	F.	G.		H.	I.
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	PHASE 5								
32	BUILDING M1 - PROVIDE CARPET & ADHESIVE	\$ 7,560.00			\$ 7,560.00	\$ 7,560.00	100.00%	\$ -	\$ 378.00
33	BUILDING M1 - LABOR TO INSTALL CARPET	\$ 7,350.00				\$ -	0.00%	\$ 7,350.00	\$ -
34	BUILDING M1 - PROVIDE 4" WALL BASE ADHESIVE	\$ 1,800.00			\$ 1,800.00	\$ 1,800.00	100.00%	\$ -	\$ 90.00
35	BUILDING M1 - LABOR TO INSTALL RUBBER BASE	\$ 1,440.00				\$ -	0.00%	\$ 1,440.00	\$ -
	CONTRACT SUBTOTAL	\$ 97,950.00	\$ -	\$ 2,957.00	\$ 35,628.00	\$ 38,585.00	39.39%	\$ 59,365.00	\$ 1,929.25
CHANGE ORDERS									
CO1						\$ -	#DIV/0!	\$ -	\$ -
						\$ -	#DIV/0!	\$ -	\$ -
						\$ -	#DIV/0!	\$ -	\$ -
	CHANGE ORDER TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	REVISED CONTRACT TOTAL	\$ 97,950.00	\$ -	\$ 2,957.00	\$ 35,628.00	\$ 38,585.00	39.39%	\$ 59,365.00	\$ 1,929.25

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: Michael Surface Solutions Inc

Name of Customer: Bakersfield City School District

Job Location: Horace Mann Elementary HVAC System Upgrade

Owner: Bakersfield City School District

Through Date: 03/31/2025

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: \$ 36,655.75

Check Payable to: Michael Surface Solutions 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: *Solly Michael*

Claimant's Title: President

Date of Signature: 03/31/2025
