

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

FROM CONTRACTOR:

Wm. B. Saleh Co.
2361 Cepheus Ct.
Bakersfield, CA 93308

PAYMENT

APPLICATION # 1

PERIOD FROM: 2/1/2025

PERIOD TO: 2/28/2025

CONTRACT

DATE: 6/10/2024

**SENT TO
ACCOUNTS PAYABLE****MAR 10 2025****SENT BY****DIRECTOR OF
FACILITIES SERVICES****CONTRACT FOR:** HME-10**CONTRACT #** 22214.00-32**DIR Contractor Registration #** 1000001869**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:

Title: Vice President

Date: 02/24/2025

NOTARY PUBLIC: (if unsigned, see attached)

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 **\$24,931.75**

(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: 3/5/25

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.

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	\$ 165,520.00
2. NET CHANGES by CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$ 165,520.00
4. TOTAL COMPLETED & STORED TO DATE (Column G from Continuation Form)	\$ 26,243.95
5. RETAINAGE:	
a. 5 % of Completed Work	\$1,312.20
(Column D + Column E on Continuation Form)	
b. 5 % of Stored Material	\$0.00
(Column F on Continuation Form)	
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I on Continuation Form)	\$ 1,312.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 24,931.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE (Line 6 Less Line 7)	\$ 24,931.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$ 140,588.25

APPROVED FOR PAYMENT:

By:

CONSTRUCTION MANAGER

Date: 02/26/25

By:

PROJECT INSPECTOR OF RECORD

Date: 3/6/25

Date:

Date: 3/10/25

V

PO

WORK TAG

SIGNATURE:

REQ NO:

SCHOOL

22214.00-32 HVAC

RECEIVED MOF**MAR 06 2025**

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: Wm. B. Saleh Co.

APPLICATION # 1

PERIOD FROM: 2/1/2025

PERIOD TO: 2/28/2025

CONTRACT DATE: 6/10/2024

PROJECT # 22214.00-32

CONTRACT # 22214.00-32

CONTRACT FOR: HMES-10

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	\$ 4,138.00		\$ 4,138.00		\$ 4,138.00	100.00%	\$ -	\$ 206.90
2	MOBILIZATION	\$ 1,655.00		\$ 413.75		\$ 413.75	25.00%	\$ 1,241.25	\$ 20.69
3	PHASE 1 LABOR	\$ 16,272.00		\$ 13,831.20		\$ 13,831.20	85.00%	\$ 2,440.80	\$ 691.56
4	PHASE 1 MATERIALS	\$ 4,556.00		\$ 4,556.00		\$ 4,556.00	100.00%	\$ -	\$ 227.80
5	PHASE 2 LABOR	\$ 18,056.00				\$ -	0.00%	\$ 18,056.00	\$ -
6	PHASE 2 MATERIALS	\$ 5,151.00				\$ -	0.00%	\$ 5,151.00	\$ -
7	PHASE 3 LABOR	\$ 19,229.00				\$ -	0.00%	\$ 19,229.00	\$ -
8	PHASE 3 MATERIALS	\$ 5,542.00				\$ -	0.00%	\$ 5,542.00	\$ -
9	PHASE 4 LABOR	\$ 18,933.00				\$ -	0.00%	\$ 18,933.00	\$ -
10	PHASE 4 MATERIALS	\$ 5,443.00				\$ -	0.00%	\$ 5,443.00	\$ -
11	PHASE 5 LABOR	\$ 24,984.00				\$ -	0.00%	\$ 24,984.00	\$ -
12	PHASE 5 MATERIALS	\$ 7,463.00				\$ -	0.00%	\$ 7,463.00	\$ -
13						\$ -	#DIV/0!	\$ -	\$ -
14						\$ -	#DIV/0!	\$ -	\$ -
15	ALLOWANCE	\$ 25,000.00				\$ -	0.00%	\$ 25,000.00	\$ -
16	SUPERVISION	\$ 1,655.00				\$ -	0.00%	\$ 1,655.00	\$ -
17	BONDS/INSURANCE	\$ 3,305.00		\$ 3,305.00		\$ 3,305.00	100.00%	\$ -	\$ 165.25
18	CLOSE OUT	\$ 4,138.00				\$ -	0.00%	\$ 4,138.00	\$ -
19						\$ -	#DIV/0!	\$ -	\$ -
20						\$ -	#DIV/0!	\$ -	\$ -
	CONTRACT SUBTOTAL	\$ 165,520.00	\$ -	\$ 26,243.95	\$ -	\$ 26,243.95	15.86%	\$ 139,276.05	\$ 1,312.20
CHANGE ORDERS									
CO1						\$ -	#DIV/0!	\$ -	\$ -
	CHANGE ORDER TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	REVISED CONTRACT TOTAL	\$ 165,520.00	\$ -	\$ 26,243.95	\$ -	\$ 26,243.95	15.86%	\$ 139,276.05	\$ 1,312.20

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 2/24/25

Date

before me,

Corissa Betancourt, Notary Public

Here Insert Name and Title of the Officer

personally appeared

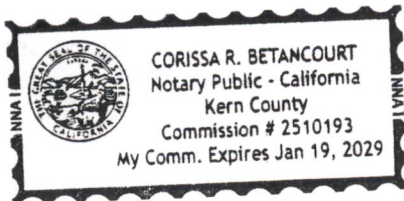
Chris Osburn

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature

Corissa Betancourt

Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Civil Code § 8132 [Operative July 1, 2012]

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: WM. B. SALEH CO.
Name of Customer: BAKERSFIELD CITY SCHOOL DISTRICT
Job Location: HORACE MANN HVAC UPGRADE
GC Job #: 22214.00-32
Owner: _____
Through Date: 2/28/2025

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 effect 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: \$24,931.75
Check Payable to: WM. B. SALEH CO.

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: *Carroll Betancourt*
Claimant's Title: Office Manager
Date of Signature: 3/3/2025