

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT:
HVAC Chiller at Munsey
 3801 Brave Avenue
 Bakersfield, CA 93309

APPLICATION NO: **2**

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR):
Hector Rodriguez Plastering
 1603 California Ave Ste 109/111
 Bakersfield, CA 93301

BP.05

ARCHITECT:
Intergrated Design by SOMAN
 6011 N. Fresno Street, Suite 130
 Fresno, CA 93710

ARCHITECT'S
 PROJECT NO: 01.24005.3

SENT TO ACCOUNTS PAYABLE

JUN 11 2024

SENT BY Cinda

CONTRACT FOR: MUNSEY ELEMENTARY HVAC REPLACEMENT

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>140,000.00</u>
2. Net change by Change Orders	\$	<u>-</u>
3. CONTRACT SUM TO DATE	\$	<u>140,000.00</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>34,101.86</u>
(Column G on G703)		
5. RETAINAGE		
a. <u>5</u> % of Completed Work	\$	<u>1,705.09</u>
(Column D + E on G703)		
b. _____ % of Stored Material	\$	<u>n/a</u>
(Column F on G703)		
Total retention	\$	<u>1,705.09</u>
7. TOTAL EARNED LESS RETAINAGE	\$	<u>32,396.77</u>
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	<u>4,655.01</u>
9. CURRENT PAYMENT DUE	\$	<u>27,741.76</u>
10. BALANCE TO FINISH, PLUS RETAINAGE	\$	<u>107,603.23</u>

(Line item 3 minus Line item 7)

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

V 310610
 PO R24016527 REQ NO: R24036627

WORK TAG 01-3213-0-0000-8500-6200-035-00
 SIGNATURE: J. Rodriguez SCHOOL Munsey 22216-00-05 HVAC

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: Hector Rodriguez Date: 5-23-24

SEE ATTACHED CERTIFICATE

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, information 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..... 27,741.76
 (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: 06-05-24

By: _____ Date: _____

By: [Signature] Bakersfield City School District Date: 6/11/24

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.

Subcontractor: Hector Rodriguez Plastering (BP 05)
 Mailing Address: 1603 California Ave.
Bakersfield, Ca 93301
 Work From: 5/1/24-5/31/24

Munsey Elementary School HVAC
 Project Name: Replacement
 Project No: 01.24005.3
 Invoice No: 24005-2
 Invoice Date: 5/31/2024

Work Category	Budget Amount	Percent Complete	Total Gross Due	Previously Billed	Current Gross Billing	Current Retention	Current Net Due
Bldg. A Material	\$ 3,663.24	0%			\$ -	\$ -	\$ -
Bldg. A Labor	\$ 16,912.94	0%			\$ -	\$ -	\$ -
Bldg. A Cleanup	\$ 670.43	0%			\$ -	\$ -	\$ -
Bldg. A Supervision	\$ 1,288.90	0%			\$ -	\$ -	\$ -
Bldg. A Equipment	\$ 915.47	0%			\$ -	\$ -	\$ -
Bldg. C Material	\$ 6,115.82	0%			\$ -	\$ -	\$ -
Bldg. C Labor	\$ 24,906.73	0%			\$ -	\$ -	\$ -
Bldg. C Cleanup	\$ 1,225.88	0%			\$ -	\$ -	\$ -
Bldg. C Supervision	\$ 2,543.68	0%			\$ -	\$ -	\$ -
Bldg. C Equipment	\$ 1,709.81	0%			\$ -	\$ -	\$ -
Bldg. D Material	\$ 6,220.96	0%			\$ -	\$ -	\$ -
Bldg. D Labor	\$ 25,353.47	0%			\$ -	\$ -	\$ -
Bldg. D Cleanup	\$ 1,247.45	0%			\$ -	\$ -	\$ -
Bldg. D Supervision	\$ 2,682.16	0%			\$ -	\$ -	\$ -
Bldg. D Equipment	\$ 1,740.73	0%			\$ -	\$ -	\$ -
Bldg. E Material	\$ 6,101.30	80%	\$ 4,881.04		\$ 4,881.04	\$ 244.05	\$ 4,636.99
Bldg. E Labor	\$ 24,900.75	80%	\$ 19,920.60		\$ 19,920.60	\$ 996.03	\$ 18,924.57
Bldg. E Cleanup	\$ 1,227.69	80%	\$ 982.15		\$ 982.15	\$ 49.11	\$ 933.04
Bldg. E Supervision	\$ 2,557.74	80%	\$ 2,046.19		\$ 2,046.19	\$ 102.31	\$ 1,943.88
Bldg. E Equipment	\$ 1,714.84	80%	\$ 1,371.87		\$ 1,371.87	\$ 68.59	\$ 1,303.28
Bond	\$ 3,500.01	100%	\$ 3,500.01	\$ 3,500.01	\$ -	\$ -	\$ -
Submittal	\$ 1,400.00	100%	\$ 1,400.00	\$ 1,400.00	\$ -	\$ -	\$ -
Close Out	\$ 1,400.00	0%			\$ -	\$ -	\$ -
Total Original Contract	\$ 140,000.00	24.36%	\$ 34,101.86	\$ 4,900.01	\$ 29,201.85	\$ 1,460.09	\$ 27,741.76

Extras:

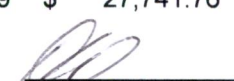
	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -
Total Extras	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Total Revised Contract \$ 140,000.00 24.36% \$ 34,101.86 \$ 4,900.01 \$ 29,201.85 \$ 1,460.09 \$ 27,741.76

SCA CM Initial



IOR Initial



CONTINUATION SHEET

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

APPLICATION NUMBER: 2
PERIOD TO: 4/30/2024

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:

Item No:	B	C	D		E	F	G		H	I
	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	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)							
1	Bldg A Material	3,663.24				-	-	0.00%	3,663.24	-
2	Bldg A Labor	16,912.94				-	-	0.00%	16,912.94	-
3	Bldg A Cleanup	670.43				-	-	0.00%	670.43	-
4	Bldg A Supervision	1,288.90				-	-	0.00%	1,288.90	-
5	Bldg A Equipment	915.47				-	-	0.00%	915.47	-
6	Bldg C Material	6,115.82				-	-	0.00%	6,115.82	-
7	Bldg C Labor	24,906.73				-	-	0.00%	24,906.73	-
8	Bldg C Cleanup	1,225.88				-	-	0.00%	1,225.88	-
9	Bldg C Supervision	2,543.68				-	-	0.00%	2,543.68	-
10	Bldg C Equipment	1,709.81				-	-	0.00%	1,709.81	-
11	Bldg D Material	6,220.96				-	-	0.00%	6,220.96	-
12	Bldg D Labor	25,353.47				-	-	0.00%	25,353.47	-
13	Bldg D Cleanup	1,247.45				-	-	0.00%	1,247.45	-
14	Bldg D Supervision	2,682.16				-	-	0.00%	2,682.16	-
15	Bldg D Equipment	1,740.73				-	-	0.00%	1,740.73	-
16	Bldg E Material	6,101.30		4881.04		-	4,881.04	80.00%	1,220.26	244.05
17	Bldg E Labor	24,900.75		19,920.60		-	19,920.60	80.00%	4,980.15	996.03
18	Bldg E Cleanup	1,227.69		982.15		-	982.15	80.00%	245.54	49.11
19	Bldg E Supervision	2,557.74		2,046.19		-	2,046.19	80.00%	511.55	102.31
20	Bldg E Equipment	1,714.84		1371.87		-	1,371.87	80.00%	342.97	68.59
21	Bond	3,500.01	3,500.01			-	3,500.01	100.00%	-	175.00
22	Submittal	1,400.00	1,400.00			-	1,400.00	100.00%	-	70.00
23	Closeout	1,400.00				-	-	0.00%	1,400.00	-
	Contract Subtotal	140,000.00	4,900.01	29,201.85		-	34,101.86	24.36%	105,898.14	1,705.09

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 May 21st, 2024 before me, Mariah Morales, Notary Public
(insert name and title of the officer)

personally appeared Hector Jose Rodriguez,
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 Mariah Morales (Seal)



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: Hector Rodriguez Plastering
Name of Customer: Bakersfield City School District
Job Location: 1101 Noble Ave. Bakersfield CA. 93305
Owner: Bakersfield City School District
Through Date: 5/31/2024

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: \$ 27,741.76
Check Payable to: Hector Rodriguez Plastering

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): \$ 0.00
- (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: Manah Morales
Claimant's Title: Owner
Date of Signature: 5/29/2024