

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):  
**Bakersfield City School District**  
 1501 Feltz Drive  
 Bakersfield, CA 93301

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

APPLICATION NO: **5**  
 PERIOD TO: **8/31/2024**

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**

SEP 24 2024

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>102,098.08</u>
(Column G on G703)		
5. RETAINAGE		
a. <u>5</u> % of Completed Work	\$	<u>4,859.90</u>
(Column D + E on G703)		
b. _____ % of Stored Material	\$	<u>n/a</u>
(Column F on G703)		
Total retention	\$	<u>4,859.90</u>
7. TOTAL EARNED LESS RETAINAGE	\$	<u>97,238.18</u>
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	<u>97,238.18</u>
9. CURRENT PAYMENT DUE	\$	<u>4,455.69</u>
10. BALANCE TO FINISH, PLUS RETAINAGE	\$	<u>37,901.92</u>
(Line item 3 minus Line item 7)		

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

**RECEIVED**  
 SEP 23 REC'D

**COPY**

M&O

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 and 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: [Signature] Date: Aug-16-24

SENT BY: Cindi

**See Attached  
 Notary 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 the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... 4,455.69  
 (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: \_\_\_\_\_ Date: \_\_\_\_\_  
 Architect

By: \_\_\_\_\_ Date: \_\_\_\_\_

V 310610  
 PO P24016527 REQ NO: 25R24036627  
01-3213-0-0000-8500-6200-035-00  
 WORK TAG \_\_\_\_\_ SCHOOL Munsey  
 SIGNATURE: [Signature] 22216.00-35HVAC

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.

Munsey Elementary School HVAC

Subcontractor: Hector Rodriguez Plastering (BP 05)  
 Mailing Address: 1603 California Ave.  
Bakersfield, Ca 93301  
 Work From: 8/1/24-8/31/24

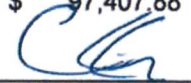

Project Name: Replacement  
 Project No: 01.24005.3  
 Invoice No: 24005-5  
 Invoice Date: 8/31/2024

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	100%	\$ 3,663.24	\$ 2,930.59	\$ 732.65	\$ 36.63	\$ 696.02
Bldg. A Labor	\$ 16,912.94	100%	\$ 16,912.94	\$ 13,530.35	\$ 3,382.59	\$ 169.13	\$ 3,213.46
Bldg. A Cleanup	\$ 670.43	100%	\$ 670.43	\$ 536.34	\$ 134.09	\$ 6.70	\$ 127.39
Bldg. A Supervision	\$ 1,288.90	100%	\$ 1,288.90	\$ 1,031.12	\$ 257.78	\$ 12.89	\$ 244.89
Bldg. A Equipment	\$ 915.47	100%	\$ 915.47	\$ 732.38	\$ 183.09	\$ 9.15	\$ 173.94
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	100%	\$ 6,220.96	\$ 6,220.96	\$ -	\$ -	\$ -
Bldg. D Labor	\$ 25,353.47	100%	\$ 25,353.47	\$ 25,353.47	\$ -	\$ -	\$ -
Bldg. D Cleanup	\$ 1,247.45	100%	\$ 1,247.45	\$ 1,247.45	\$ -	\$ -	\$ -
Bldg. D Supervision	\$ 2,682.16	100%	\$ 2,682.16	\$ 2,682.16	\$ -	\$ -	\$ -
Bldg. D Equipment	\$ 1,740.73	100%	\$ 1,740.73	\$ 1,740.73	\$ -	\$ -	\$ -
Bldg. E Material	\$ 6,101.30	100%	\$ 6,101.30	\$ 6,101.30	\$ -	\$ -	\$ -
Bldg. E Labor	\$ 24,900.75	100%	\$ 24,900.75	\$ 24,900.75	\$ -	\$ -	\$ -
Bldg. E Cleanup	\$ 1,227.69	100%	\$ 1,227.69	\$ 1,227.69	\$ -	\$ -	\$ -
Bldg. E Supervision	\$ 2,557.74	100%	\$ 2,557.74	\$ 2,557.74	\$ -	\$ -	\$ -
Bldg. E Equipment	\$ 1,714.84	100%	\$ 1,714.84	\$ 1,714.84	\$ -	\$ -	\$ -
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%			\$ -	\$ -	\$ -
<b>Total Original Contract</b>	<b>\$ 140,000.00</b>	<b>72.93%</b>	<b>\$ 102,098.08</b>	<b>\$ 97,407.88</b>	<b>\$ 4,690.20</b>	<b>\$ 234.51</b>	<b>\$ 4,455.69</b>

Extras:

	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -
<b>Total Extras</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Total Revised Contract**    \$ 140,000.00    72.93%    \$ 102,098.08    \$ 97,407.88    \$ 4,690.20    \$ 234.51    \$ 4,455.69

SCA CM Initial                       IOR Initial 



**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 4

Contractor's signed Certification is attached.

PERIOD TO: 7/31/2024

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 DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Bldg A Material	3,663.24	2,930.59	732.65	-	3,663.24	100.00%	-	183.16
2	Bldg A Labor	16,912.94	13,530.35	3,382.59	-	16,912.94	100.00%	-	845.65
3	Bldg A Cleanup	670.43	536.34	134.09	-	670.43	100.00%	-	33.52
4	Bldg A Supervision	1,288.90	1,031.12	257.78	-	1,288.90	100.00%	-	64.45
5	Bldg A Equipment	915.47	732.38	183.09	-	915.47	100.00%	-	45.77
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	6,220.96	-	-	6,220.96	100.00%	-	311.05
12	Bldg D Labor	25,353.47	25,353.47	-	-	25,353.47	100.00%	-	1,267.67
13	Bldg D Cleanup	1,247.45	1,247.45	-	-	1,247.45	100.00%	-	62.37
14	Bldg D Supervision	2,682.16	2,682.16	-	-	2,682.16	100.00%	-	134.11
15	Bldg D Equipment	1,740.73	1,740.73	-	-	1,740.73	100.00%	-	87.04
16	Bldg E Material	6,101.30	6,101.30	-	-	6,101.30	100.00%	-	305.07
17	Bldg E Labor	24,900.75	24,900.75	-	-	24,900.75	100.00%	-	1,245.04
18	Bldg E Cleanup	1,227.69	1,227.69	-	-	1,227.69	100.00%	-	61.38
19	Bldg E Supervision	2,557.74	2,557.74	-	-	2,557.74	100.00%	-	127.89
20	Bldg E Equipment	1,714.84	1,714.84	-	-	1,714.84	100.00%	-	85.74
21	Bond	3,500.01	3,500.01	-	-	3,500.01	100.00%	-	-
22	Submittal	1,400.00	1,400.00	-	-	1,400.00	100.00%	-	-
23	Closeout	1,400.00	-	-	-	-	0.00%	1,400.00	-
<b>Contract Subtotal</b>		<b>140,000.00</b>	<b>97,407.88</b>	<b>4,690.20</b>	<b>-</b>	<b>102,098.08</b>	<b>72.93%</b>	<b>37,901.92</b>	<b>4,859.90</b>

**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.**

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**Identifying Information**

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Name of Claimant: Hector Rodriguez Plastering

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Name of Customer: S.C. Anderson, INC.

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Job Location: Munsey Elementary School - 3801 Brave Ave Bakersfield, CA 93309

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Owner: Bakersfield City School District

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Through Date: 08/31/2024

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**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:

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Maker of Check: S.C. Aderson, INC.

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Amount of Check: \$ 4,455.69

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Check Payable to: Hector Rodriguez Plastering

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**Exceptions**

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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**



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Claimant's Signature:

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Claimant's Title: Owner

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Date of Signature: 08/15/2024

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## 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 August 15<sup>th</sup>, 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)

