

# APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT:  
**Washington MS HVAC Replacement**  
 1101 Noble Ave  
 Bakersfield, CA 93305

APPLICATION NO: **2**

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: **10/30/2024**

SENT BY  
**ACCOUNTS PAYABLE**

FROM (CONTRACTOR):  
**Wm. B. Saleh Co.**  
 2361 Cepheus Ct.  
 Bakersfield, CA 93308

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

ARCHITECT'S  
 PROJECT NO: **[REDACTED]**

**NOV 15 2024**

SENT BY *Cimin*

CONTRACT FOR: **BP-07**

## 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>69,308.00</u>
2. Net change by Change Orders	\$	<u>-</u>
3. CONTRACT SUM TO DATE	\$	<u>69,308.00</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>18,177.20</u>
(Column G on G703)		
5. RETAINAGE		
a. <u>5</u> % of Completed Work	\$	<u>908.86</u>
(Column D + E on G703)		
b. _____ % of Stored Material	\$	<u>n/a</u>
(Column F on G703)		
Total retention	\$	<u>908.86</u>
7. TOTAL EARNED LESS RETAINAGE	\$	<u>17,268.34</u>
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	<u>13,426.54</u>
9. CURRENT PAYMENT DUE	\$	<u>3,841.80</u>
10. BALANCE TO FINISH, PLUS RETAINAGE	\$	<u>52,039.66</u>
(Line item 3 minus Line item 7)		

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: **Wm B. Saleh Co.**

By: *[Signature]* Date: 10/28/24

### 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..... 3,841.80  
 (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]* Date: 11-13-24  
 Architect

V 250290  
 PO P24018086 REQ NO: 25R.24040478  
01.3213.0.0000.8500.6200.042.00  
 WORK TAG \_\_\_\_\_ SCHOOL Washington  
 SIGNATURE: *[Signature]* 2221.00.42HVAC 11.14.24  
 Bakersfield City School District

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

RECEIVED

NOV 14 REC'D

M&O

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: Wm. B. Saleh (BP 07)  
 Mailing Address: \_\_\_\_\_

Project Name: Washington M.S. HVAC Replacement  
 Project No: 01.24012.3  
 Invoice No: 24012-2  
 Invoice Date: 10/31/2024

Work From: 10/01/24-10/31/24

Work Category	Budget Amount	Percent Complete	Total Gross Due	Previously Billed	Current Gross Billing	Current Retention	Current Net Due
Start Up	\$ 1,732.00	100.00%	\$ 1,732.00	\$ 1,732.00	\$ -	\$ -	\$ -
BLDG B Materials	\$ 3,673.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
BLDG B Labor	\$ 12,239.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
BLDG C Materials	\$ 3,437.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
BLDG C Labor	\$ 11,532.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
BLDG D Materials	\$ 2,844.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
BLDG D Labor	\$ 9,753.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
BLDG E Materials	\$ 1,788.00	100.00%	\$ 1,788.00	\$ 1,788.00	\$ -	\$ -	\$ -
BLDG E Labor	\$ 6,584.00	80.00%	\$ 5,267.20	\$ 5,267.20	\$ -	\$ -	\$ -
BLDG G Materials	\$ 666.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
BLDG G Labor	\$ 1,433.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
BLDG H Materials	\$ 1,319.00	100.00%	\$ 1,319.00		\$ 1,319.00	\$ 65.95	\$ 1,253.05
BLDG H Labor	\$ 2,725.00	100.00%	\$ 2,725.00		\$ 2,725.00	\$ 136.25	\$ 2,588.75
Close Out	\$ 1,732.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 1,386.00	100.00%	\$ 1,386.00	\$ 1,386.00	\$ -	\$ -	\$ -
Insurance	\$ 3,465.00	100.00%	\$ 3,465.00	\$ 3,465.00	\$ -	\$ -	\$ -
Mobilization	\$ 1,500.00	33.00%	\$ 495.00	\$ 495.00	\$ -	\$ -	\$ -
Demobilization	\$ 1,500.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -

**Total Original Contract**    \$ 69,308.00    26.23%    \$ 18,177.20    \$ 14,133.20    \$ 4,044.00    \$ 202.20    \$ 3,841.80

Extras:

<b>Total Extras</b>	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
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**Total Revised Contract**    \$ 69,308.00    26.23%    \$ 18,177.20    \$ 14,133.20    \$ 4,044.00    \$ 202.20    \$ 3,841.80

SCA CM Initial B G

IOR Initial SP 10/24/24



**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 10/28/24 before me, Bonnie M. Cargill, Notary Public  
Date 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 Bonnie M. Cargill  
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: \_\_\_\_\_

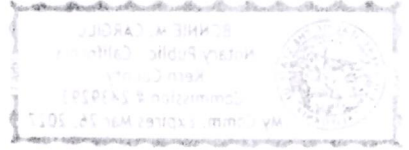
Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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*Handwritten signature or text, possibly "John H. ..."*



**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: WASHINGTON MIDDLE SCHOOL  
GC Job #: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: 10/31/2024

**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 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: \$3,841.80  
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: 9/18/24  
Amount(s) of unpaid progress payment(s): 13,426.54
- (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: Bonnie Cargill  
Claimant's Title: Secretary  
Date of Signature: 10/16/2024