

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT:
 Wayside ES HVAC Repla
 1000 Ming Ave
 Bakersfield, CA 93307

APPLICATION NO: **I**

PERIOD TO: **10/31/2024**

ARCHITECT'S
 PROJECT NO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

SENT TO
 ACCOUNTS PAYABLE

NOV 13 2024

SENT BY Cindi

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

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>87,720.00</u>
2. Net change by Change Orders	\$	<u>-</u>
3. CONTRACT SUM TO DATE	\$	<u>87,720.00</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>24,755.00</u>
(Column G on G703)		
5. RETAINAGE		
a. <u>5</u> % of Completed Work	\$	<u>1,237.75</u>
(Column D + E on G703)		
b. <u>n/a</u> % of Stored Material	\$	<u>n/a</u>
(Column F on G703)		
Total retention	\$	<u>1,237.75</u>
7. TOTAL EARNED LESS RETAINAGE	\$	<u>23,517.25</u>
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	<u>-</u>
9. CURRENT PAYMENT DUE	\$	<u>23,517.25</u>
10. BALANCE TO FINISH, PLUS RETAINAGE	\$	<u>64,202.75</u>
(Line item 3 minus Line item 7)		

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

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: 10/23/24

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..... 23,517.25
 (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: 11-05-24

V 280290
 PO P25002965 REQ NO: R25003458
01.3213.0.0000.8500.6200.043.00
 WORK TAG Wayside SCHOOL 2220.00.43HVAC
 SIGNATURE: [Signature] 11.13.24
 Bakersfield City School District

RECEIVED

NOV 12 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: W.M. B. Saleh (BP 07)
Mailing Address: _____
Work From: 10/01/2024-10/31/2024

Project Name: Wayside ES HVAC Replacement
Project No: 01.24011.3
Invoice No: 24011-1
Invoice Date: 10/31/2024

Work Category	Budget Amount	Percent Complete	Total Gross Due	Previously Billed	Current Gross Billing	Current Retention	Current Net Due
Start Up	\$ 2,193.00	100.00%	\$ 2,193.00		\$ 2,193.00	\$ 109.65	\$ 2,083.35
Mobilization	\$ 1,500.00	33.00%	\$ 495.00		\$ 495.00	\$ 24.75	\$ 470.25
BLDG A Labor	\$ 9,740.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG A Materials	\$ 2,352.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG B Labor	\$ 11,723.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG B Materials	\$ 3,004.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG C Labor	\$ 14,620.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG C Materials	\$ 3,982.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG D Labor	\$ 11,760.00	100.00%	\$ 11,760.00		\$ 11,760.00	\$ 588.00	\$ 11,172.00
BLDG D Materials	\$ 3,036.00	100.00%	\$ 3,036.00		\$ 3,036.00	\$ 151.80	\$ 2,884.20
BLDG E Labor	\$ 9,845.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG E Materials	\$ 2,388.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG F Labor	\$ 430.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG F Materials	\$ 183.00	0.00%	\$ -		\$ -	\$ -	\$ -
BLDG G Labor	\$ 901.00	100.00%	\$ 901.00		\$ 901.00	\$ 45.05	\$ 855.95
BLDG G Materials	\$ 230.00	100.00%	\$ 230.00		\$ 230.00	\$ 11.50	\$ 218.50
Bonds	\$ 1,754.00	100.00%	\$ 1,754.00		\$ 1,754.00	\$ 87.70	\$ 1,666.30
Insurance	\$ 4,386.00	100.00%	\$ 4,386.00		\$ 4,386.00	\$ 219.30	\$ 4,166.70
Demobilization	\$ 1,500.00	0.00%	\$ -		\$ -	\$ -	\$ -
Close Outs	\$ 2,193.00	0.00%	\$ -		\$ -	\$ -	\$ -
Total Original Contract	\$ 87,720.00	28.22%	\$ 24,755.00	\$ -	\$ 24,755.00	\$ 1,237.75	\$ 23,517.25

Extras:

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

Total Revised Contract \$ 87,720.00 28.22% \$ 24,755.00 \$ - \$ 24,755.00 \$ 1,237.75 \$ 23,517.25

IOR Initial SP 10/22/24 SCA CM Initial F.B.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 1

Contractor's signed Certification is attached.

PERIOD TO: 10/31/2024

In tabulation below, amounts are stated to the nearest dollar.

Wayside ES HVAC Replacement

Use Column I on Contracts where variable retainage for the line items may apply

1000 Ming Ave ARCHITECT'S PROJECT NO:
 DAKESFIELD, CA 92301

Cost Code	B	C	D		E	F	G		H	I
	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						
	STARTUP	2,193.00		2,193.00	-		2,193.00	100.00%	-	109.65
	MOBILIZATION	1,500.00		495.00	-		495.00	33.00%	1,005.00	24.75
	BLDG A LABOR	9,740.00			-		-	0.00%	9,740.00	-
	BLDG A MATERIALS	2,352.00			-		-	0.00%	2,352.00	-
	BLDG B LABOR	11,723.00			-		-	0.00%	11,723.00	-
	BLDG B MATERIALS	3,004.00			-		-	0.00%	3,004.00	-
	BLDG C LABOR	14,620.00			-		-	0.00%	14,620.00	-
	BLDG C MATERIALS	3,982.00			-		-	0.00%	3,982.00	-
	BLDG D LABOR	11,760.00		11,760.00	-		11,760.00	100.00%	-	588.00
	BLDG D MATERIALS	3,036.00		3,036.00	-		3,036.00	100.00%	-	151.80
	BLDG E LABOR	9,845.00			-		-	0.00%	9,845.00	-
	BLDG E MATERIALS	2,388.00			-		-	0.00%	2,388.00	-
	BLDG F LABOR	430.00			-		-	0.00%	430.00	-
	BLDG F MATERIALS	183.00			-		-	0.00%	183.00	-
	BLDG G LABOR	901.00		901.00	-		901.00	100.00%	-	45.05
	BLDG G MATERIALS	230.00		230.00	-		230.00	100.00%	-	11.50
	BONDS	1,754.00		1,754.00	-		1,754.00	100.00%	-	87.70
	INSURANCE	4,386.00		4,386.00	-		4,386.00	100.00%	-	219.30
	DEMobilIZATION	1,500.00			-		-	0.00%	1,500.00	-
	CLOSE OUT	2,193.00			-		-	0.00%	2,193.00	-
	Contract Subtotal	87,720.00	-	24,755.00	-		24,755.00	28.22%	62,965.00	1,237.75

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 12/23/24 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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ 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: WAYSIDE ES HVAC REPLACE
GC Job #: 22220.00-43
Owner: BAKERSFIELD CITY SCHOOL DISTRICT
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: \$23,517.25
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: *Bonnie Cargill*
Claimant's Title: Secretary
Date of Signature: 10/16/2024