

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

FROM CONTRACTOR:
Mesa Energy Sytems, Inc.
1822 Norris Rd.
Bakersfield, CA, 93308

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

PAYMENT
APPLICATION # 6000766C-002
PERIOD FROM: 11/1/2024
PERIOD TO: 11/30/2024
CONTRACT
DATE: 5/29/2024

SENT TO
ACCOUNTS PAYABLE

DEC 19 2024

SENT BY Cindi

 **DIRECTOR OF**
FACILITIES SERVICES

CONTRACT FOR: HME5-03

CONTRACT # 00 52 13


DIR Contractor Registration # 1000002425

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:

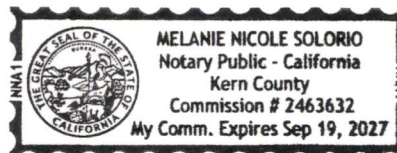
By: 
Title: PM

Date: 12-6-24

NOTARY PUBLIC: (if unsigned, see attached)

By: 

Notary Seal:



State of: California

County of: Kern

Subscribed and sworn to before me this 10 day of December, 2024.

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 **\$79,250.00**

(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: 12/17/24

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.

Application for payment is made in connection v .

as shown below. A Continuation Form is attached.

The present status of the amount of this contract is as follows:

1. ORIGINAL CONTRACT SUM	\$ 544,600.00
2. NET CHANGES by CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$ 544,600.00
4. TOTAL COMPLETED & STORED	\$ 93,250.00

TO DATE (Column G from Continuation Form)

5. RETAINAGE:

a. 5 % of Completed Work \$4,662.50

(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)

\$ 4,662.50

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 88,587.50

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

\$ 13,300.00

8. CURRENT PAYMENT DUE (Line 6 Less Line 7)

\$ 75,287.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 Less Line 6)

\$ 456,012.50

APPROVED FOR PAYMENT:

By: 

CONSTRUCTION MANAGER

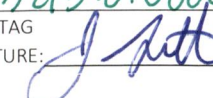
Date: 12/9/24

By: 

PROJECT INSPECTOR OF RECORD

Date: 12-10-24

V 316390
PO R25002967 REQ NO: R25003273

WORK TAG 01.3213.0.0000.8500.6200.032.00
SIGNATURE:  SCHOOL H. Mann
22214.00.32 HVAC

Date: _____

Date: 12/18/24

RECEIVED

DEC 17 REC'D

M&O

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.

APPLICATION # 6000766C-002

PERIOD FROM: 11/1/2024

PERIOD TO: 11/30/2024

CONTRACT DATE: 5/29/2024

PROJECT # 22214.00-32

CONTRACT # 00 52 13

CONTRACTOR: Mesa Energy Sytems, Inc.

CONTRACT FOR: HMES-03

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	Mobilization	\$ 5,000.00		\$ 5,000.00		\$ 5,000.00	100.00%	\$ -	\$ 250.00
2	Prepare Submittals	\$ 5,000.00	\$ 5,000.00			\$ 5,000.00	100.00%	\$ -	\$ 250.00
3	Insurance / Bond	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00	100.00%	\$ -	\$ 375.00
4	Safe off/ Layout	\$ 7,500.00	\$ 1,500.00			\$ 1,500.00	20.00%	\$ 6,000.00	\$ 75.00
	PHASE 1 Building M-2 (M09-M14)								
5	Procure Materials	\$ 20,000.00		\$ 20,000.00		\$ 20,000.00	100.00%	\$ -	\$ 1,000.00
6	Roof Work Labor	\$ 19,500.00		\$ 9,750.00		\$ 9,750.00	50.00%	\$ 9,750.00	\$ 487.50
7	Rough In Labor	\$ 41,000.00		\$ 41,000.00		\$ 41,000.00	100.00%	\$ -	\$ 2,050.00
8	Controls Labor	\$ 7,000.00		\$ 3,500.00		\$ 3,500.00	50.00%	\$ 3,500.00	\$ 175.00
9	Finish Labor	\$ 7,500.00				\$ -	0.00%	\$ 7,500.00	\$ -
10	Start-Up Labor	\$ 2,500.00				\$ -	0.00%	\$ 2,500.00	\$ -
11	Air Balance	\$ 7,250.00				\$ -	0.00%	\$ 7,250.00	\$ -
	PHASE 2 Building B and C (23-27)								
12	Procure Materials	\$ 16,500.00				\$ -	0.00%	\$ 16,500.00	\$ -
13	Roof Work Labor	\$ 18,000.00				\$ -	0.00%	\$ 18,000.00	\$ -
14	Rough In Labor	\$ 33,000.00				\$ -	0.00%	\$ 33,000.00	\$ -
15	Controls Labor	\$ 5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -
16	Finish Labor	\$ 5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -
17	Start-Up Labor	\$ 2,500.00				\$ -	0.00%	\$ 2,500.00	\$ -
18	Air Balance	\$ 4,950.00				\$ -	0.00%	\$ 4,950.00	\$ -
	PHASE 3 Building D and E (17-22)								
19	Procure Materials	\$ 20,000.00				\$ -	0.00%	\$ 20,000.00	\$ -
20	Roof Work Labor	\$ 19,500.00				\$ -	0.00%	\$ 19,500.00	\$ -
21	Rough In Labor	\$ 41,000.00				\$ -	0.00%	\$ 41,000.00	\$ -
22	Controls Labor	\$ 7,500.00				\$ -	0.00%	\$ 7,500.00	\$ -
23	Finish Labor	\$ 7,000.00				\$ -	0.00%	\$ 7,000.00	\$ -
24	Start-Up Labor	\$ 2,500.00				\$ -	0.00%	\$ 2,500.00	\$ -
25	Air Balance	\$ 3,400.00				\$ -	0.00%	\$ 3,400.00	\$ -
	PHASE 4 Building M-3 (M01-M05)								
26	Procure Materials	\$ 16,500.00				\$ -	0.00%	\$ 16,500.00	\$ -
27	Roof Work Labor	\$ 18,000.00				\$ -	0.00%	\$ 18,000.00	\$ -
28	Rough In Labor	\$ 33,000.00				\$ -	0.00%	\$ 33,000.00	\$ -
29	Controls Labor	\$ 5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -

CONTINUATION FORM

PROJECT NAME: Horace Mann Elementary

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's Signed Certification
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APPLICATION # 6000766C-002

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CONTRACT DATE: 5/29/2024

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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					
30	Finish Labor	\$ 5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -
31	Start-Up Labor	\$ 2,500.00				\$ -	0.00%	\$ 2,500.00	\$ -
32	Air Balance	\$ 4,900.00				\$ -	0.00%	\$ 4,900.00	\$ -
	PHASE 5 Building M-1 (M15-16) Building M-3 (M06-M08)								
33	Procure Materials	\$ 16,500.00				\$ -	0.00%	\$ 16,500.00	\$ -
34	Roof Work Labor	\$ 18,000.00				\$ -	0.00%	\$ 18,000.00	\$ -
35	Rough In labor	\$ 33,000.00				\$ -	0.00%	\$ 33,000.00	\$ -
36	Controls Labor	\$ 5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -
37	Finish Labor	\$ 5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -
38	Start-Up labor	\$ 2,500.00				\$ -	0.00%	\$ 2,500.00	\$ -
39	Air Balance	\$ 4,100.00				\$ -	0.00%	\$ 4,100.00	\$ -
40	Punchlist / Training	\$ 5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -
41	Close Out	\$ 5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -
42	OWNERS ALLOWANCE	\$ 50,000.00				\$ -	0.00%	\$ 50,000.00	\$ -
	CONTRACT SUBTOTAL	\$ 544,600.00	\$ 14,000.00	\$ 79,250.00	\$ -	\$ 93,250.00	17.12%	\$ 451,350.00	\$ 4,662.50
CHANGE ORDERS									
CO1						\$ -	#DIV/0!	\$ -	\$ -
						\$ -	#DIV/0!	\$ -	\$ -
						\$ -	#DIV/0!	\$ -	\$ -
	CHANGE ORDER TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	REVISED CONTRACT TOTAL	\$ 544,600.00	\$ 14,000.00	\$ 79,250.00	\$ -	\$ 93,250.00	17.12%	\$ 451,350.00	\$ 4,662.50

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.

Identifying Information

Name of Claimant: Mesa Energy Systems, inc.

Name of Customer: Bakersfield City School District, Horace Mann Elementary School

Job Location: 2710 Niles St, Bakersfield Ca 93306

Owner: Bakersfield City School District

Through Date: 11/30/2024

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: \$ 75,287.50

Check Payable to: Mesa Energy Systems

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: 07/20/2002
 - Amount(s) of unpaid progress payment(s): \$ 13,300.00
 - (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: 

Claimant's Title: Project Manager

Date of Signature: 12/02/2024
