**SENT TO** APPLICATION AND CERTIFICATION FOR PAYMENT COD PROJECT # 22214.00-32 **ACCOUNTS PAYABLE** TO OWNER: PROJECT NAME: **DIR Project #** 03-122671 **PAYMENT Bakersfield City School District Horace Mann Elementary VIA CONSTRUCTION MANAGER: APPLICATION #** MAY N7 1501 Feliz Drive **HVAC System Upgrade** Safework Bakersfield, CA 93307 607 Texas Street PERIOD FROM: 4/1/2025 Bakersfield, CA, 93307 FROM CONTRACTOR: PERIOD TO: 4/30/2025 Mesa Energy Sytems, Inc. VIA ARCHITECT: 1822 Norris Rd AP Architects CONTRACT DIRECTOR OF Bakersfield, CA, 93308 3434 Truxton Avenue, Suite 240 DATE: 5/29/2024 **FACILITIES SERVICES** Bakersfield, CA, 93301 HMES-03 CONTRACT FOR: **CONTRACT #** 00 52 13 **DIR Contractor Registration #** 1000002425 CONTRACTOR'S APPLICATION FOR PAYMENT Application for payment is made in connection v. CHANGE ORDER SUMMARY **ADDITIONS DEDUCTIONS** as shown below. A Continuation Form is attached. Changes Approved in The present status of the amount of this contract is as follows: Previous Months by Owner \$0.00 (\$0.00)1. ORIGINAL CONTRACT SUM 544,600,00 2. NET CHANGES by CHANGE ORDERS 0.00 Total Approved This Month \$0.00 (\$0.00)3. CONTRACT SUM TO DATE (Line 1 +/- Line 2) 544,600.00 4. TOTAL COMPLETED & STORED 144,750.00 **TOTALS** \$0.00 (\$0.00)TO DATE (Column G from Continuation Form) 5. RETAINAGE: NET CHANGES by CHANGE ORDERS \$0.00 % of Completed Work \$7,237,50 The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application (Column D + Column E on Continuation Form) for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work % of Stored Material \$0.00 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. (Column F on Continuation Form) PRIME CONTRACTOR TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I on Continuation Form) 7,237.50 By: 6. TOTAL EARNED LESS RETAINAGE 137,512.50 (Line 4 Less Line 5 Total) MELANIE NICOLE SOLORIO 7. LESS PREVIOUS CERTIFICATES FOR Notary Public - California NOTARY PUBLIC: (if unsigned, see attached) PAYMENT (Line 6 from prior Certificate) 108,300.00 Kern County 8. CURRENT PAYMENT DUE (Line 6 Less Line 7) Commission # 2463632 29,212,50 Comma Expires Sep 19, 2027 By: 9. BALANCE TO FINISH, INCLUDING RETAINAGE 407,087.50 (Line 3 Less Line 6) Cern State of: County of: APPROVED FOR PAYMENT: Subscribed and sworn to before me this day of 20**7.** 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 ..... \$29.212.50 (Attach explanation if amount certified diffe mount applied. Initial all figures on this Application and on the Continuation Sheet that RECEIVED MOF are changed to conform with the amount certified ARCHITECT: By: This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Co named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SIGNATURE

## CONTINUATION FORM

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's Signed Certification

APPLICATION # 6000766C-004

**PROJECT NAME: Horace Mann Elementary** 

PERIOD FROM: 4/1/2025 PERIOD TO: 4/30/2025

CONTRACT DATE: 5/29/2024

PROJECT # 22214.00-32 CONTRACT # 00 52 13

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

Mesa Energy Sytems, Inc.

**CONTRACT FOR:** 

HMES-03

A. B. C. D. E. F. G.    WORK COMPLETED   MATERIALS   TOTAL COMPLETED   MAD STORED TO DATE (D+E+F)	0% \$ 0% \$ 0% \$	H.  BALANCE TO FINISH (C-G)	RETA	1. TAINAGE
DESCRIPTION OF WORK   SCHEDULED   VALUE   FROM PREVIOUS   APPLICATION (D+E)   THIS PERIOD   THIS P	0% \$ 0% \$ 0% \$	FINISH (C-G)	\$	
2 Prepare Submittals       \$ 5,000.00       \$ 5,000.00       \$ 5,000.00       100.00         3 Insurance / Bond       \$ 7,500.00       \$ 7,500.00       \$ 7,500.00       \$ 7,500.00       100.00         4 Safe off/ Layout       \$ 7,500.00       \$ 1,500.00       \$ 1,500.00       20.00         PHASE 1 Building M-2 (M09-M14)       \$ 20,000.00       \$ 20,000.00       \$ 20,000.00       100.00	)% \$ )% \$			250.00
3 Insurance / Bond \$ 7,500.00 \$ 7,500.00 \$ 7,500.00 \$ 7,500.00 \$ 100.00 \$ 1,5	)% \$	-	\$	250.00
4 Safe off/ Layout \$ 7,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 20,000 \$ 1,500.00 \$ 1,5		-		250.00
PHASE 1 Building M-2 (M09-M14)           5 Procure Materials         \$ 20,000.00         \$ 20,000.00         \$ 20,000.00	% \$		\$	375.00
5 Procure Materials \$ 20,000.00 \$ 20,000.00 \$ 20,000.00   \$ 20,000.00		6,000.00	\$	75.00
\$ 20,000.00 \$ 20,000.00 \$ 20,000.00				
6 Roof Work Labor \$ 19,500,00 \$ 19,500,00 \$ 40,500,00	)% \$	-	\$	1,000.00
TO,000.00   TO,000	)% \$	-	\$	975.00
7 Rough In Labor \$ 41,000.00 \$ 41,000.00 \$ \$ 41,000.00	)% \$	-	\$	2,050.00
8 Controls Labor \$ 7,000.00 \$ 7,000.00 \$ 7,000.00	)% \$	-	\$	350.00
9 Finish Labor \$ 7,500.00 \$ 7,500.00 \$ 7,500.00	)% \$	-	\$	375.00
<b>10</b> Start-Up Labor \$ 2,500.00 \$ 2,500.00 \$ 2,500.00	)% \$	-	\$	125.00
11 Air Balance \$ 7,250.00 \$ 7,250.00 \$ 7,250.00 100.00	)% \$	-	\$	362.50
PHASE 2 Building B and C (23-27)				
12 Procure Materials \$ 16,500.00 \$ - 0.009	6 \$	16,500.00	\$	_
13 Roof Work Labor \$ 18,000.00 \$ - 0.009	6 \$	18,000.00	\$	
14 Rough In Labor \$ 33,000.00 \$ - 0.009		33,000.00	\$	-
15 Controls Labor \$ 5,000.00 \$ - 0.009		5,000.00	\$	-
<b>16</b> Finish Labor \$ 5,000.00 \$ - 0.009		5,000.00	\$	-
17 Start-Up Labor \$ 2,500.00 \$ - 0.00%	_	2,500.00		-
<b>18</b> Air Balance \$ 4,950.00 \$ - 0.00%	_	4,950.00		_
PHASE 3 Building D and E (17-22)				No. of the last
<b>19</b> Procure Materials \$ 20,000.00 \$ - 0.009	6 \$	20,000.00	\$	_
20 Roof Work Labor \$ 19,500.00 \$ - 0.00%	_	19,500.00		-
21 Rough In Labor \$ 41,000.00 \$ - 0.009	_	41,000.00		
22 Controls Labor \$ 7,500.00 \$ - 0.00%	_	7,500.00		-
23 Finish Labor \$ 7,000.00 \$ - 0.009		7,000.00		-
<b>24</b> Start-Up Labor \$ 2,500.00 \$ - 0.009		2,500.00	\$	-
<b>25</b> Air Balance \$ 3,400.00 \$ - 0.009	_	3,400.00		-
PHASE 4 Building M-3 (M01-M05)		A Proposition	No. of the	
<b>26</b> Procure Materials \$ 16,500.00 \$ - 0.009	6 \$	16,500.00	\$	_
27 Roof Work Labor \$ 18,000.00 \$ - 0.009		18,000.00	_	-
28 Rough In Labor \$ 33,000.00 \$ - 0.009		33,000.00		-
29 Controls Labor \$ 5,000.00 \$ - 0.009	_	5,000.00		

## **CONTINUATION FORM**

CONTRACTOR:

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-004 PERIOD FROM: 4/1/2025

PERIOD TO: 4/30/2025

Mesa Energy Sytems, Inc. CONTRACT DATE: 5/29/2024

PROJECT # 22214.00-32

CONTRACT FOR: HMES-03 CONTRACT # 00 52 13

A.	B.		C.		D.		E.	F.		G.			H.		I.
ITEM NO.	DESCRIPTION OF WORK		SCHEDULED VALUE		WORK CO		ETED	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	
30	Finish Labor	\$	5,000.00						\$	-	0.00%	\$	5,000.00	\$	-
	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 (MO	6-M08)									1			
33	Procure Materials	\$	16,500.00			\$	16,500.00		\$	16,500.00	100.00%	\$	-	\$	825.00
34	Roof Work Labor	\$	18,000.00			\$	4,500.00		\$	4,500.00	25.00%	\$	13,500.00	\$	225.00
	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	2	-
41	Close Out	\$	5,000.00						\$	-	0.00%	\$	5,000.00		-
42	OWNERS ALLOWANCE	\$	50,000.00						\$		0.00%	\$	50,000.00	6	
	CONTRACT SUBTOTAL	\$	544,600.00	\$	114,000.00	\$	30,750.00	\$ -	\$	144,750.00	26.58%	\$	399,850.00		7,237.50
CHANG	GE ORDERS				Mark State										
CO1									<b>T</b> \$	- 1	#DIV/0!	\$	-	\$	-
									\$	-	#DIV/0!	\$	-	\$	-
	0111105								\$	-	#DIV/0!	\$	-	\$	-
	CHANGE ORDER TOTAL	\$	-	\$	-	\$	-	\$ -	\$	-	#DIV/0!	\$	-	\$	-
	REVISED CONTRACT TOTAL	\$	544,600.00	\$	114,000.00	\$	30,750.00	\$ -	\$	144,750.00	26.58%	\$	399,850.00	\$	7,237.50

## 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
Job Location: Horace Mann- 2710 Niles, Bakersfield CA 93306
Owner: Bakersfield City School District
Through Date: 04/30/2025
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: \$ 29,212.50
Check Payable to: Mesa Energy Systems, inc.
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): \$
Signature
Claimant's Signature:
Claimant's Title: Project Manager
Date of Signature: 04/23/2025