

28-APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT SITE: Munsey Elementary School HVAC

OWNER
Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

CONTRACTOR
MESA ENERGY SYSTEMS, INC.
1822 NORRIS ROAD
BAKERSFIELD, CA 93308

SUBCONTRACT AGMT/JOB#: Application# 2

INV 6000754C-002

SENT TO ACCOUNTS PAYABLE

JUL 25 2024

SENT BY Cindal

Architect's Project No. App Date: 6/25/2024

Work Thru Date: 6/30/2024

Contract Date: 3/1/24 BP.09

RECEIVED

JUL 24 REC'D

M&O

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on an on-site observation 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 that the work has progressed as indicated, the quality of the Work is in accordance with the Contracted Document, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED \$

23,750.00

(Attach explanation if amount certified differs from the amount applied for.) 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 Contractor Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature]
Date: 7-2-24
By: [Signature]
Date: 07-22-24
Architect

By: [Signature]
Date: 7/25/24
By: [Signature]
Date: 7/25/24
Bakersfield City School District

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.

CURRENT CONTRACT BALANCE

1. Original Contract Price (amount of original bid)	(1)\$	\$287,889.00
2. Approved Change Orders (line 2a + 2b from sheet 2)	(2)\$	-
3. Revised Contract (Line 1 + 2 above)	(3)\$	\$287,889.00

RETAINAGE

4. Prior Retainage (line 6 of <u>prior billing</u>)	(4)\$	3,050.00
5. Current Retainage (line 10 below)	(5)\$	1,250.00
6. Total (Line 4 + 5)	(6)\$	4,300.00

CURRENT BILLING

7. Total Contract Completed (thru current % <u>30%</u> billing include % from worksheet column G)	(7)\$	86,000.00
8. Contract Completed (line 7 of <u>prior billing</u>)	(8)\$	61,000.00
9. Current Billing (line 7 less 8)	(9)\$	25,000.00
10. Less Retainage on Current Billing (same as line 5)	(10)\$	1,250.00
11. Less Stop Notice (same as total on page 4)	(11)\$	-
12. Less withhold (Total Withheld on page 5)	(12)\$	-
13. Payments withheld (BCSD) use only)	(13)\$	-
14. Final Amount Due	(14)\$	23,750.00

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

V 316390
PO P24015546 REQ NO: R24034273
01-3213-0-0000-8500-6200-035-00
WORK TAG [Signature] SCHOOL Munsey
SIGNATURE: [Signature] 22216.00-35-HVAC



[Signature]

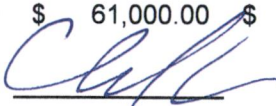

Subcontractor: Mesa Energy Systems, Inc. (BP 09)
Mailing Address: 1822 Norris Road
Bakersfield, CA 93308
Work From: 6/1/24-6/30/24

Munsey Elementary School HVAC
Project Name: Replacement
Project No: 01.24005.3
Invoice No: 6000754C-003
Invoice Date: 6/25/2024

Work Category	Budget Amount	Percent Complete	Total Gross Due	Previously Billed	Current Gross Billing	Current Retention	Current Net Due
Mobilization	\$ 2,500.00	100.00%	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
Prepare Submittals	\$ 2,500.00	100.00%	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
Insurance/Bond	\$ 5,000.00	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
Bldg A Procure Materials	\$ 19,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg A Roof Work	\$ 10,000.00	25.00%	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 125.00	\$ 2,375.00
Bldg A HVAC Rough In	\$ 22,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg A HVAC Controls	\$ 4,500.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg A HVAC Finish	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg C Procure Materials	\$ 16,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg C Roof Work	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg C HVAC Rough In	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg C HVAC Controls	\$ 4,500.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg C HVAC Finish	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg D Procure Materials	\$ 16,000.00	62.50%	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
Bldg D Roof Work	\$ 10,000.00	50.00%	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 125.00	\$ 2,375.00
Bldg D HVAC Rough In	\$ 20,000.00	100.00%	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 9,500.00
Bldg D HVAC Controls	\$ 4,500.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg D HVAC Finish	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg E Procure Materials	\$ 16,000.00	62.50%	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
Bldg E Roof Work	\$ 8,500.00	88.24%	\$ 7,500.00	\$ 2,500.00	\$ 5,000.00	\$ 250.00	\$ 4,750.00
Bldg E HVAC Rough In	\$ 19,000.00	100.00%	\$ 19,000.00	\$ 15,000.00	\$ 4,000.00	\$ 200.00	\$ 3,800.00
Bldg E HVAC Controls	\$ 4,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg E HVAC Finish	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Safe Off/Layout	\$ 5,000.00	40.00%	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 50.00	\$ 950.00
Start-Up	\$ 8,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Air Balance	\$ 14,500.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Punchlist/Training	\$ 3,500.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Closeout	\$ 2,889.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Total Original Contract	\$ 287,889.00	29.87%	\$ 86,000.00	\$ 61,000.00	\$ 25,000.00	\$ 1,250.00	\$ 23,750.00

Extras:

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Total Extras	\$	-	#DIV/0!	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revised Contract	\$	287,889.00	29.87%	\$	86,000.00	\$	61,000.00	\$	25,000.00	\$	1,250.00	\$	23,750.00
				SCA CM Initial	<u></u>			IOR Initial	<u></u>				

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: MESA ENERGY SYSTEMS, INC.
Name of Customer: S.C. Anderson, INC.
Job Location: Munsey Elementary HVAC
Owner: Bakersfield City School District
Through Date: 6/30/2024

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, and waived and released by the document, unless listed as an Exception below. This document is effective only on the claimant's receipts of payment from the financial institution on which the following check is drawn.

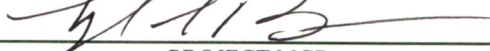
Maker of Check: Bakersfield City School District
Amount of Check: \$ 23,750.00
Check Payable to: MESA ENERGY SYSTEMS, INC.

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: 5/31/2024
Amount(s) of unpaid progress payment(s): \$ \$57,950.00
- (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 MGR
Date of Signature: 7-2-24