Schools Legal Service Document

ACCOUNTS PAYABLE Application Date:

SENT TO

Pg.1 of 2 Pages

2

11/27/2023

11/1/2023

11/30/2023

9/27/2023

**BP-01** 

TO:

**Bakersfield City School District** 

1300 Baker Street Bakersfield, CA, 93305 PROJECT: Electrical, Fire Alarm & Communications Munsey ES - (10) Temporary Classrooms - #22216.TR-35

3801 Brave Ave.

Bakersfield, CA, 93309

FROM (CONTRACTOR):

Delta Electric 323 Romance Ct.

Bakersfield, CA, 93314

SUBMIT APPLICATION TO:

**Integrated Designs** 

6011 N. Fresno, St., Ste. 130

Fresno, CA 93710

## Architect's Project No:

Period From:

Contract Date:

Contract No:

Period To:

Pay Application No:

Application is made for Payment, as shown below, in connection with the Contract.

Contractor's Schedule of Values is attached.

Owner

Architect

Inspector

Distribution To:

| 1. | ORIGINAL CONTRACT SUM                  | . \$   | 419,876.00 |
|----|--|--|------------|
| 2. | Net Change by Change Orders            | \$   | -          |
| 3. | CONTRACT SUM TO DATE (Line 1 +/- 2)    | \$   | 419,876.00 |
| 4. | TOTAL COMPLETED & STORED TO DATE       | \$   | 259,688.00 |
| 5. | RETAINAGE                              | -  |            |
|    | a. 5% of Completed Work \$ 12,984      | 1.40   |            |
|    | b. 5% of Stored Material \$            | -  |            |
| 6. | TOTAL EARNED LESS RETAINAGE (Line 4-5) | \$   | 246,703.60 |
| 7. | LESS PREVIOUS CERTIFIED PAYMENTS       | . \$   | 166,618.60 |
|    | (Line 12 from prior certificates)      | Name of the last o |            |
| 8. | CURRENT PAYMENT DUE                    | . \$   | 80,085.00  |

### **CONTRACTORS APPLICATION FOR PAYMENT**

| CHANGE ORDERS SUMMARY  |  | ADDITIONS | DEDUCTIONS     |
|--|--|-----------|----------------|
| Change Orders Approved in<br>Previous Months By Owner Total: |  | \$0       | \$0            |
| Number: Date Approved:                                       |  | Approv    | ed This Month: |
|  |  | \$0       | \$0            |
| NET CHANGE by Change Orders                                  |  | s \$0     | \$0            |

The Contractor hereby certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment had been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received for the Owner, and that current payment shown herein is now due.

| CONTRACTOR: | MHALL     | 111- |
|-------------|-----------|------|
| BY:         | Water Car | 12/1 |

11 111 ///

State of: County of:

Suscribed and sworn to before

me this

Notary Public: My Commission Expires

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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

| 9. | CONTRACTOR'S REQUEST FOR PAYMENT         | \$ |
|----|--|----|
|    | (Line 8 Above)                           | \$ |
| 0. | LESS: WITHHOLDING & RETENTION OF PAYMENT | -  |
|    |  |    |

AND ASSESSMENTS AGAINST THE CONTRACTOR ..... 11. LESS: OWNERS CLAIMS AGAINST THE CONTRACT ....

AMOUNT CERTIFIED (Line 9 minus 10 & 11) .....

| \$<br>80,085.00 |  |  |
|-----------------|--|--|
| \$              |  |  |
| \$<br>-         |  |  |
| \$<br>-         |  |  |

80,085.00

(Attach explanation if amount recommended differs from the amount applied for.)

ARCHITECT:

12.

DATE: 12/8/23

This Certificate is not negotiable. The AMOUNT RECOMMMENDED is payable only to the Contractor named the rein. Issuance, payment, and accept Owner or Contractor under this Contract

M&O

| <u> </u>   | \$6\6\6\6\6\6\6\6\6\6\6\6\6\6\6\6\6\6\6\  |
|--|---|
| <ul><li>☑ See Attached Document (Notary to cross out lin</li><li>☑ See Statement Below (Lines 1–6 to be complete</li></ul>         |   |
| 1  |   |
| 2  |   |
| 3  |   |
| 4  |   |
| 5 Wellaffles   | N/A   |
| Signature of Document Signer No. 1   | Signature of Document Signer No. 2 (if any)   |
| A notary public or other officer completing this certificate document to which this certificate is attached, and not the           | te verifies only the identity of the individual who signed the le truthfulness, accuracy, or validity of that document. |
| State of California County of  K. TREVINO Notary Public - California Kern County Commission # 2440629 My Comm. Expires Apr 2, 2027 | Subscribed and sworn to (or affirmed) before me on this   |
| Seal Place Notary Seal Above   | TIONAL —————  |
| Though this section is optional, completing this   | information can deter alteration of the document or form to an unintended document.                                     |
| Description of Attached Document   | 1 winnight for fayment  |
| Title or Type of Document:   | And Document Date: 11.19.1023   |
| Number of Pages: Signer(s) Other Than Na   | med Above:  |
| ©2014 National Notary Association • www.NationalNota   | arv.org • 1-800-US NOTARY (1-800-876-6827) Item #5910   |

**CALIFORNIA JURAT WITH AFFIANT STATEMENT** 

**GOVERNMENT CODE § 8202** 

Page 2 of 2 Pages

| Delta Electric         |
|------------------------|
| 323 Romance Ct.        |
| Bakersfield, CA, 93314 |

FROM:

APPLICATION NO: 2
APPLICATION DATE: 11/27/2023
PERIOD FROM: 11/1/2023
PERIOD TO: 11/30/2023
CONTRACT DATE: 9/27/2023
CONTRACT NO: BP-01
ARCH. PROJECT NO.:

| <u> </u>    |   |                     |   |                           |  |   |            |                                     |             |
|-------------|---|---------------------|---|---------------------------|--|---|------------|-------------------------------------|-------------|
| Α           | В                                       | С                   | D   | E                         | F  | G   |            | Н                                   | 1           |
| ITEM<br>NO. | DESCRIPTION OF WORK                     | SCHEDULED<br>VALUES | PREVIOUS APPLICATIONS (Column G of Previous Applications) | WORK IN PLACE THIS PERIOD | MATERIALS PRESENTLY STORED (Not In "D" or "E") | COMPLETED &<br>STORED TO<br>DATE<br>("D"+"E"+"F") | %<br>(G/C) | BALANCE TO<br>FINISH<br>("C" – "G") | RETAINAGE   |
|             | Munsey ES - (10) Temporary Classrooms   |                     |   |                           |  |   |            |                                     |             |
|             | Electrical, Fire Alarm & Communications |                     |   |                           |  |   |            |                                     |             |
| 1           | Bond                                    | \$7,900.00          |   | \$0.00                    | \$0.00   | \$7,900.00  | 100.00%    | \$0.00                              | \$395.00    |
| 2           | Submittals                              | \$1,000.00          | \$500.00  | \$500.00                  | \$0.00   | \$1,000.00  | 100.00%    | \$0.00                              | \$50.00     |
| 3           | Site Excavation                         | \$48,100.00         | \$48,100.00   | \$0.00                    | \$0.00   | \$48,100.00                                       | 100.00%    | \$0.00                              | \$2,405.00  |
| 4           | Site UG Conduit & Boxes - Labor         | \$25,000.00         | \$25,000.00   | \$0.00                    | \$0.00   | \$25,000.00                                       | 100.00%    | \$0.00                              |             |
| 5           | Site UG Conduit & Boxes - Material      | \$23,200.00         | \$23,200.00   | \$0.00                    | \$0.00   | \$23,200.00                                       | 100.00%    | \$0.00                              |             |
| 6           | Site Feeder Wire - Labor                | \$12,000.00         | \$0.00  | \$12,000.00               | \$0.00   | \$12,000.00                                       | 100.00%    | \$0.00                              | \$600.00    |
| 7           | Site Feeder Wire - Material             | \$30,600.00         | \$0.00  | \$30,600.00               | \$0.00   | \$30,600.00                                       | 100.00%    | \$0.00                              | \$1,530.00  |
|             | Fire Alarm - Labor                      | \$12,000.00         | \$0.00  | \$12,000.00               | \$0.00   | \$12,000.00                                       | 100.00%    | \$0.00                              |             |
| 9           | Fire Alarm - Material                   | \$42,000.00         | \$42,000.00   | \$0.00                    | \$0.00   | \$42,000.00                                       | 100.00%    | \$0.00                              | \$2,100.00  |
|             | Interior Data                           | \$21,200.00         | \$0.00  | \$21,200.00               | \$0.00   | \$21,200.00                                       | 100.00%    | \$0.00                              | \$1,060.00  |
|             | Base Bid - Panels & XFMRs - Labor       | \$8,000.00          | \$0.00  | \$8,000.00                | \$0.00   | \$8,000.00  | 100.00%    | \$0.00                              | \$400.00    |
|             | Base Bid - Panels & XFMRs - Material    | \$28,688.00         | \$28,688.00   | \$0.00                    | \$0.00   | \$28,688.00                                       | 100.00%    | \$0.00                              | \$1,434.40  |
|             | Bid Alt. 1 - Panels & XFMRs - Material  | \$132,188.00        | \$0.00  | \$0.00                    | \$0.00   | \$0.00  | 0.00%      | \$132,188.00                        | \$0.00      |
|             | Allowance                               | \$25,000.00         | \$0.00  | \$0.00                    | \$0.00   | \$0.00  | 0.00%      | \$25,000.00                         | \$0.00      |
|             | Close out                               | \$1,000.00          | \$0.00  | \$0.00                    | \$0.00   | \$0.00  | 0.00%      | \$1,000.00                          | \$0.00      |
|             | As-builts                               | \$1,000.00          | \$0.00  | \$0.00                    | \$0.00   | \$0.00  | 0.00%      | \$1,000.00                          | \$0.00      |
| 17          | Punchlist                               | \$1,000.00          | \$0.00  | \$0.00                    | \$0.00   | \$0.00  | 0.00%      | \$1,000.00                          | \$0.00      |
|             | TOTALS TO DATE                          | \$419,876.00        | \$175,388.00  | \$84,300.00               | \$0.00   | \$259,688.00                                      | 61.85%     | \$160,188.00                        | \$12,984.40 |

# P-914 - CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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: Delta Electric Name of Customer: Bakersfield City School District Job Location: Munsey ES 3801 Brave Ave., Bakersfield, CA 93309 Bakersfield City School District Owner: Through Date: 11-30-23 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: Bakersfield City School District Maker of Check: Amount of Check: \$ 80,085.00 Check Payable to: Delta Electric 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: William G. Gadberry Signature

Claimant's Title: President

Date of Signature: 11-30-23

### P-915 - UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND. RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

| Identifying Information  |  |
|--|--|
| Name of Claimant:  | Delta Electric   |
| Name of Customer:  | Bakersfield City School District   |
| Job Location:  | Munsey ES 3801 Brave Ave., Bakersfield, CA 93309   |
| Owner:   | Bakersfield City School District   |
| Through Date:1   | 10-31-23   |
| Unconditional Waiver and   | Release  |
| provided, and equipment as<br>based upon labor or service<br>executed by the parties pri | I releases lien, stop payment notice, and payment bond rights the claimant has for labor and service and material delivered, to the customer on this job through the Through Date of this document. Rights be provided, or equipment or material delivered, pursuant to a written change order that has been fully ior to the date that this document is signed by the claimant, are waived and released by this document ion below. The claimant has received the following progress payment:   |
| \$166,618.60   |  |
| Exceptions   |  |
| This document does not affe  | ect any of the following:  |
| (1) Retentions.  |  |
| (2) Extras for which the clain   | mant has not received payment.   |
| (3) Contract rights, includir compensation for work not                                  | ng (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensated by the payment.   |
| Signature  | 11/1/1/1   |
| Claimant's Signature:V   | Villiam G Gadberry / WWW Add - Company of the Compa |
| Claimant's Title: P  | resident   |
| Date of Signature: 1   | 1-28-23  |