Schools Legal Service Document

Pg.1 of 2 Pages

TO:

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

3801 Brave Ave. Bakersfield, CA, 93309 SENT TO ACCOUNTS PAYABLE

 Pay Application No:
 3

 Application Date:
 12/27/2023

 Period From:
 12/1/2023

 Period To:
 12/31/2023

 Contract Date:
 9/27/2023

 Contract No:
 BP-01

FROM (CONTRACTOR):

Delta Electric 323 Romance Ct. Bakersfield, CA, 93314

Bakersfield, CA, 93305

SUBMIT APPLICATION TO: Integrated Designs

6011 N. Fresno, St., Ste. 130

Fresno, CA 93710

Architect BY

Distribution ToN 08

Owner

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

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE O	RDERS SUMMARY	ADDITIONS	DEDUCTIONS			
Change Orders Approved in Previous Months By Owner Total:		\$0	\$0			
Number:	Date Approved:	Approved This Month:				
CO #01	12/19/2023	\$32,505.00	\$0			
NET CHA	NGE by Change Orders	\$32,505.00	\$0			

Contractor's Schedule of Values is attached. 419.876.00 ORIGINAL CONTRACT SUM..... 1. 32.505.00 Net Change by Change Orders..... 2. 452,381.00 CONTRACT SUM TO DATE (Line 1 +/- 2) 3. 266,936.00 TOTAL COMPLETED & STORED TO DATE...... 4. 5. RETAINAGE \$ 13,346.80 a. 5% of Completed Work..... b. 5% of Stored Material...... 253,589,20 TOTAL EARNED LESS RETAINAGE (Line 4-5)... 6. 246,703,60 LESS PREVIOUS CERTIFIED PAYMENTS...... 7. (Line 12 from prior certificates) \$ 6,885.60 CURRENT PAYMENT DUE 8.

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.

CONTRACTO

State of:

BY

County of:

Suscribed and sworn to before

me this

day of

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.

(Line 8 Above)

10. LESS: WITHHOLDING & RETENTION OF PAYMENT

AND ASSESSMENTS AGAINST THE CONTRACTOR ...

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

CONTRACTOR'S REQUEST FOR PAYMENT.....

11. LESS: OWNERS CLAIMS AGAINST THE CONTRACT.

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

\$ -\$ -\$ 6,885.60

\$

6,885.60

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

Notary Public:

My Commission Expires:

INSPECTOR

OWNER:

DATE: 1-2-24

DATE: 2-27-23

DATE: 1/8/24

ARCHITECT: Integrated Designs

SCEIVED BY:

DATE: 01-04-24

This Certificate is not negotiable. The AMOUNT RECOMMMENDED is payable only to the Contractor named hereing lessuance, payment, and accepta Contractor under this Contract.

M&O

0 124005523 REQ NO: R24010089

CLASSIFICATION: 0.0000.8500. (170.035.00)

WORK TAG

VORK TAG

172110 TR-36

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202** See Attached Document (Notary to cross out lines 1-6 below) ☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary) Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any) 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 Subscribed and sworn to (or affirmed) before me County of _ hern 27 day of December Date by (and (2) Name(s) of Signer(s) proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. W. DIAZ Public - California Kern County Commission # 2399303 Signature Comm. Expires Apr 28, 2026 Signature of Notary Public Seal Place Notary Seal Above **OPTIONAL** Though this section is 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 ADD KGHINN

Signer(s) Other Than Named Above:

Number of Pages: 1

FROM:

Delta Electric 323 Romance Ct. Bakersfield, CA, 93314 APPLICATION NO: 3
APPLICATION DATE: 12/27/2023
PERIOD FROM: 12/1/2023
PERIOD TO: 12/31/2023

CONTRACT DATE: 9/27/2023 CONTRACT NO: BP-01

ARCH. PROJECT NO.:

Α	В		D.						
		B C D E WORK COMPLETED			F	G		Н	1
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	PREVIOUS APPLICATIONS (Column G of Previous Applications)	WORK IN PLACE THIS PERIOD	MATERIALS PRESENTLY STORED (Not In "D" or "E")	COMPLETED & STORED TO DATE ("D"+"E"+"F")	% (G/C)	BALANCE TO FINISH ("C" – "G")	RETAINAGE
	Munsey ES - (10) Temporary Classrooms								
	Electrical, Fire Alarm & Communications								
1	Bond	\$7,900.00	\$7,900.00	\$0.00	\$0.00	\$7,900.00	100.00%	\$0.00	\$395.00
2	Submittals	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
	Site Excavation	\$48,100.00	\$48,100.00	\$0.00	\$0.00	\$48,100.00	100.00%	\$0.00	\$2,405.00
	Site UG Conduit & Boxes - Labor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	
	Site UG Conduit & Boxes - Material	\$23,200.00	\$23,200.00	\$0.00	\$0.00	\$23,200.00	100.00%	\$0.00	\$1,160.00
	Site Feeder Wire - Labor	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
	Site Feeder Wire - Material	\$30,600.00	\$30,600.00	\$0.00	\$0.00	\$30,600.00	100.00%	\$0.00	\$1,530.00
	Fire Alarm - Labor	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
	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	\$21,200.00	\$0.00	\$0.00	\$21,200.00	100.00%	\$0.00	\$1,060.00
	Base Bid - Panels & XFMRs - Labor	\$8,000.00	\$8,000.00	\$0.00	\$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	\$7,248.00	\$0.00	\$7,248.00	28.99%	\$17,752.00	\$362.40
	Close out As-builts	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
	Punchlist	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
		\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
18	CO #01 - Expedite Add Alt. Switchgear Equipment	\$32,505.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,505.00	\$0.00
	TOTALS TO DATE	\$452,381.00	\$259,688.00	\$7,248.00	\$0.00	\$266,936.00	59.01%	\$185,445.00	\$13,346.80

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 Claimants Dalta Floatria
Name of Claimant: Delta Electric 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: 12-31-23
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:
Maker of Check: Bakersfield City School District
Maker of Check: Bakersfield City School District Amount of Check: \$ 6,885.60 Check Payable to: Delta Electric
<u>Exceptions</u>
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 no received payment: Date(s) of waiver and release:
Amount(s) of unpaid progress payment(s): \$
Signature 61/11/1/
Claimant's Signature: William G. Gadberry
Claimant's Title: President
Date of Signature: 12-31-23

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. 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: 11-30-23
Unconditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and servi provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Right based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been full executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this docume unless listed as an Exception below. The claimant has received the following progress payment:
\$80,085.00
Exceptions
This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) 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.
<u>Signature</u>
Claimant's Signature: William G Gadberry
Claimant's Title: President
Date of Signature: 12-28-23