APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):		PROJECT:		APPLICATION NO: 3 Distribution to:						
Bakersfeild City School Distr	rict	Pion	eer ES HVAC Replac	OWNER						
1501 Feliz Drive		4404	Pioneer Drive	ARCHITECT						
Bakersfeield, CA 93307		Bak	ersfield, CA 93307	PERIOD TO: 11/30/2024 CONTRACTOR						
				SENT TO						
FROM (CONTRACTOR	R):	ARCHITEC	Γ:	ARCHITECT'S ACCOUNTS PAYABLE						
Meyers Co	tantas	AP	Architects	PROJECT N 01.24035.3						
reyers Co	2 SITUCIST -	3434	Truxtun Avenue Suite	DEC 19 2024						
BP- 03		Bak	ersfield, CA 93301							
CONTRACT FOR:			•	SENT BY MAW						
CONTRACTOR'S	S APPLICATIO	N FOR PAYME	NT	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and						
Application is made for Paym			• •	the Work covered by this Application for Payment has been completed in accordance with the Contra						
	ient, as snown below, in co	onnection with the Contract,		that all amounts have been paid by the Contractor for Wotk for which previous Certificates for Paymen						
Continuation Sheet is attached.				and payments received from the Owner, and that current payment shown herein is now due.						
1. ORIGINAL CONTRACT S	MUS	\$	457,000.00	CONTRACTOR: Meyers Constructors, Inc.						
2. Net change by Change Ord		\$	-							
3. CONTRACT SUM TO DA		\$	457,000.00	By: Date: 11/20/24						
4. TOTAL COMPLETED &		\$	163,756.00							
(Column G on G703)	STORED TO DATE		100,700.00							
5. RETAINAGE										
a. 5 % of Completed V	Work	8,187.80								
(Column D + E on G703)				CERTIFICATE FOR PAYMENT						
b. % of Stored Mater		§ n/a		In accordance with the Contract Documents, based on on-site observations and the data compr						
(Column F on G703)			the above 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						
Total retention		\$	8,187.80	Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.						
7. TOTAL EARNED LESS R	RETAINAGE	\$	155,568.20							
				AMOUNT CERTIFIED 13,733.20						
				(Attach explanation if amount certified differs from the amount applied. Initial all figures on this						
8. LESS PREVIOUS CERTII	FICATES FOR			Continuation Sheet that are changed to conform with the amount certified.)						
PAYMENT (Line 6 from	prior Certificates)	\$	141,835.00	12/16/24						
9. CURRENT PAYMENT D	UE	\$	13,733.20	By: Date:						
10. BALANCE TO FINISH,	PLUS RETAINAGE	\$	301,431.80	Architect						
(Line item 3 minus Line item 7)										
				v 318575						
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTION	S	PO PUSOO 5094 REONO R25009788						
months by Owner				0 2012						
Total annuaved this month				U1.3213.0.0000.8500.6200.037.00						
Total approved this month TOTALS				WORK TAG SCHOOL PLONCEY						
TOTALS			DEOFWED	SIGNATURE TOURS 12218.00.37 HVAC						
NET CHANGES by Change Order			RECEIVED							
.,			DEO 4 M DEOIS	THE CONTROL OF THE AMOUNT CERTIFIED						
			DEC 1 7 REC'D	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						
			M&O	Owner or Contractor under this Contract.						
	CONTRACTOR OF THE PARTY OF THE		A STATE OF THE PERSON NAMED IN COLUMN							

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest dollar.

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

PAGE 2 OF

APPLICATION NUMBER: PERIOD TO:

11/30/2024

Pioneer ES HVAC Replacement

4404 Pioneer Drive ARCHITECT'S PROJECT NO:

		line items may app		Dakeistielu, CA 93					
	В	С	D	D E		G		Н	I
	DESCRIPTION OF WORK	SCHEDULED	WORK CO		MATERIALS	TOTAL	%	BALANCE	RETAINAG
		VALUE	FROM PREVIOUS	THIS PERIOD	AP Architects	COMPLETED	(G/C)	TO FINISH	
			APPLICATION		Truxtun Avenue Su			(C-G)	
Cost Code			(D + E)	В	akersfield, CA 9330	TO DATE			
					D OR E)	(D+E+F)			
	Submittals	3,500.00	3,500.00		-	3,500.00	100.00%	-	175
	Bonds	6,000.00			-	-	0.00%	6,000.00	
	Materials Phase 1 Bldg E	17,000.00	17,000.00		-	17,000.00	100.00%	-	850
	Equipment Phase 1 Bldg E	5,900.00	5,900.00		-	5,900.00	100.00%	-	295
	Framing Labor Phase 1 Bldg E	50,000.00	50,000.00		-	50,000.00	100.00%	-	2,500
	Materials Phase 1 Bldg F	17,000.00	17,000.00		-	17,000.00	100.00%	-	850
	Equipment Phase 1 Bldg F	5,900.00	5,900.00		-	5,900.00	100.00%	-	295
	Framing Labor Phase 1 Bldg F	50,000.00	50,000.00		-	50,000.00	100.00%	-	2,500
	Materials Phase 2 Bldg D	22,000.00			-	-	0.00%	22,000.00	
	Equipment Phase 2 Bldg D	8,300.00			-	-	0.00%	8,300.00	
	Framing Labor Phase 2 Bldg D	60,000.00			-	-	0.00%	60,000.00	
	Materials Phase 2 Bldg G	17,000.00			-	-	0.00%	17,000.00	
	Equipment Phase 2 Bldg G	5,900.00			-	-	0.00%	5,900.00	
	Framing Labor Phase 2 Bldg G	50,000.00			-	-	0.00%	50,000.00	
	Materials Phase 3 Bldg C	17,000.00			_	-	0.00%	17,000.00	
	Equipment Phase 3 Bldg C	5,900.00	1		_	-	0.00%	5,900.00	
	Framing Labor Phase 3 Bldg C	50,000.00	1		_	_	0.00%	50,000.00	
	Materials Phase 4 Bldg B	12,000.00	I		_	-	0.00%	12,000.00	
	Equipment Phase 4 Bldg B	3,600.00	1		_	_	0.00%	3,600.00	
	Framing Labor Phase 4 Bldg B	25,000.00	1		_	_	0.00%	25,000.00	
	Allowance #01	25,000.00		14,456.00	_	14,456.00	57.82%	10,544.00	722
	Allowance #01	25,000.00		2 1, 100.00	_	-	#DIV/0!	-	
					_	_	#DIV/0!	_	
						_	#DIV/0!	_	
						_	#DIV/0!		
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					-	-		_	
					-	-	#DIV/0!	-	
					-	-	#DIV/0!	-	
	Contract Subtotal	457,000.00	149,300.00	14,456.00	_	163,756.00	35.83%	293,244.00	8,18

PAGES

Subcontractor:	(BP 03) Meyers Constructors	Project Name:	HVAC Replaement Pioneer ES
Mailing Address:		Project No:	01.24035.3
g , tau ooo.		Invoice No:	3
Work From:	11/1/24-11/30/24	Invoice Date:	11/30/2024

WOIK FIOIII.		A THE STATE OF THE	71724 1170072								-
Work Category	Bud	Budget Amount Percent Total Gross Previously Budget Amount Complete Due Billed			ent Gross Billing	Current Retention		Current Net Due			
Submittals	\$	3,500.00	100.00%	\$ 3,500.00	\$	3,500.00	\$ -	\$	-	\$	-
Bonds	\$	6,000.00	0.00%				\$ -	\$	-	\$	-
							\$ -	\$	-	\$	-
Phase 1 Bldg E							\$ -	\$	-	\$	-
Materials	\$	17,000.00	100.00%	\$ 17,000.00	\$	17,000.00	\$ -	\$	-	\$	-
Equipment	\$	5,900.00	100.00%	\$ 5,900.00	\$	5,900.00	\$ -	\$	-	\$	-
Framing Labor	\$	50,000.00	100.00%	\$ 50,000.00	\$	50,000.00	\$ -	\$	-	\$	-
							\$ -	\$	-	\$	-
Phase 1 Bldge F							\$ -	\$	-	\$	-
Materials	\$	17,000.00	100.00%	\$ 17,000.00	\$	17,000.00	\$ -	\$	-	\$	-
Equipment	\$	5,900.00	100.00%	\$ 5,900.00	\$	5,900.00	\$ -	\$	-	\$	-
Framing Labor	\$	50,000.00	100.00%	\$ 50,000.00	\$	50,000.00	\$ -	\$	-	\$	-
							\$ -	\$	-	\$	-
Phase 2 Bldg D							\$ -	\$	-	\$	-
Materials	\$	22,000.00	0.00%				\$ -	\$	-	\$	-
Equipment	\$	8,300.00	0.00%				\$ -	\$	-	\$	-
Framing Labor	\$	60,000.00	0.00%				\$ -	\$	-	\$	-
							\$ -	\$	-	\$	-
Phase 2 Bldg G							\$ -	\$	-	\$	-
Materials	\$	17,000.00	0.00%				\$ -	\$	-	\$	-
Equipment	\$	5,900.00	0.00%				\$ -	\$	-	\$	-
Framing Labor	\$	50,000.00	0.00%				\$ -	\$	-	\$	-
							\$ -	\$	-	\$	-
Phase 3 Bldg C							\$ -	\$	-	\$	-
Materials	\$	17,000.00	0.00%				\$ -	\$	-	\$	-
Equipment	\$	5,900.00	0.00%					\$	-		
Framing Labor	\$	50,000.00	0.00%				\$ -	\$	-	\$	-
							\$ -	\$	-	\$	-
Phase 4 Bldg B					T		\$ -	\$	-	\$	-

SCA CM CO		IOR	Sp 11/2	1/2	и								
Total Revised Contract	\$	457,000.00	35.83%	\$	163,756.00	\$	149,300.00	\$	14,456.00	\$	722.80	\$	13,733.20
Total Extras	\$	-	#DIV/0!	\$	-	\$	-	\$	-	\$	-	\$	-
	+			-				\$	-	\$	-	\$	
								\$	-	\$	-	\$	-
								\$	-	\$	-	\$	-
Extras:	_							\$	-	\$	-	\$	-
Total Original Contract	\$	457,000.00	33.03%	Φ	103,730.00	Ψ	149,500.00	Ψ	14,450.00	Ψ	722.00	Ψ	10,700.20
		457,000,00	35.83%	\$	163,756.00	\$	149,300.00	\$	14,456.00	\$	722.80	\$	13,733.20
Allowance #01	\$	25,000.00	57.82%	\$	14,456.00			Φ	14,450.00	Ψ	122.00	Ψ	13,733.20
		05 000 00	F7 000/	-	14,456.00			\$	- 14,456.00	\$	722.80	\$	13,733.20
raming Labor	\$	25,000.00	0.00%					\$	-	\$	-	\$	-
quipment	\$	3,600.00	0.00%					\$	-	\$	-	\$	-
Materials	1\$	12,000.00	0.00%							\$	-		

(Release Form 1)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(CA CIVIL CODE §8132)

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: Meyers Constructors, Inc.

Name of Customer: Bakersfield City School District

Job Location: Pioneer ES Campus HVAC Upgrades

Pioneer ES Campus HVAC Upgrades

4404 Pioneer DRive 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: \$ 13,733.20

Check Payable to: Meyers Constructors, 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: 10/31/24

Amount(s) of unpaid progress payment(s): \$ 100,150.00

(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:

Date of Signature:

1/20/24

ACKNOWLEDGMENT

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	
County of <u>M()()()()</u>	

On NOUDINDER 20, 2024

before me, Abigail Puente Martinez, Notary Public

(insert name and title of the officer)

ABIGAIL PUENTE MARTINEZ

Comm. # 2487990 **FRESNO** County California - Notary Public Comm. Expires April 23, 2028

personally appeared NOTOLO N WORTHOUS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)