

03-BID FORM

Name of Bidder: Journey Air Conditioning Co., Inc.

Bid Package: 16 - HVAC

Project: **BESSIE OWENS JR. HIGH MODERNIZATION – PHASE III**

Project #: **19123.02-46**

To: **BAKERSFIELD CITY SCHOOL DISTRICT**, referred to as "OWNER."

A. In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. 1-5 on file at the office

[list all]

of OWNER for the Base Bid sum of: Four Hundred Sixty Four

Thousand Two Hundred Thirty Two $\frac{1}{100}$ dollars.
[written in words]

\$ 464,232.⁰⁰
[written in numbers]

B. If any of the following alternate bids are utilized and awarded, the undersigned agrees to make price adjustments, as indicated, to the Base Bid.

ALTERNATE BID 1: Bid Package #02 Grading & Concrete and Bid Package #15 Flooring. Provide and install Concrete Moisture Control System at existing concrete floor slabs at Classrooms 1 – 19 located in Building B, Building C, Building D & Building E. Refer to Specification Section ~~01-23-00~~ and 09 05 65.

State the amount to be ☐ added to the Base Bid for Alternate Bid 1.

N/A dollars. \$ _____
[written in words] [written in numbers]

**REFER TO ANY ATTACHMENTS TO THIS BID FORM
FOR ADDITIONAL ALTERNATES**

C. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10) working days after contract award.

D. Attached is bid security not less than 10 percent of the bid, in the amount of \$_____, in the form of ☐ (cash) ☒ (bid bond) ☐ (certified check) ☐ (cashier's check).
[check one]

E. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

F. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.

G. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

H. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5;

Government Code Section 4552.)

I. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

J. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected by the public agency.

K. Bidder's contractor's license is: 579030 C-20, C-43 1/31/2024
[number] [class] [expires]
1000001097 6/30/2023
[DIR registration number] [expires]

L. Attached is Bidder's AB 1565 Prequalification Questionnaire Validation Form (if required by the Notice to Contractors Calling for Bids, paragraph 20, and the Instructions to Bidders, paragraph 36).

M. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DBA

*Signature: _____

Print Name: _____

Business Address: _____

Date: _____ Telephone: _____

PARTNERSHIP

Partnership Name: _____

*By: _____, Partner

Print Name: _____

Business Address: _____

Date: _____ Telephone: _____

Names of Other Partners: _____

CORPORATION

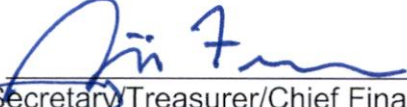
Corporation Name: Journey Air Conditioning Co, Inc., a California Corporation.
(State of Incorporation)

Business Address: 103 Michigan St Bakersfield, Ca 93307

Date: 11/29/2022 Telephone: 661-322-1633

*By:  [Required]
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name: Randy Journey

*By:  [Required]
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

Print Name: Phillip Ferdinand



JOINT VENTURE

Joint Venturer Name: _____

*Signed by: _____ (Joint Venturer)

Print Name: _____

Business Address: _____

Date: _____ Telephone: _____

Other Parties to Joint Venture: _____

If an individual joint venturer: _____

*By: _____ (Signature)

Print Name: _____

If a DBA joint venturer: _____

*By: _____ (Signature)

Print Name: _____

If a partnership joint venturer:

*By: _____ (Signature)

Print Name: _____

If a Corporation joint venturer: _____

[Seal]

_____,

(Name)

a _____ Corporation.

(State of Incorporation)

*By: _____

Print Name: _____

Title: _____

***Important Notice:** Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

04-SUBSTITUTION LISTING

****TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID****

TO: BAKERSFIELD CITY SCHOOL DISTRICT ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:

**Project Title/Bid #: BESSIE OWENS JR. HIGH MODERNIZATION - PHASE III
#19123.02-46**

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: ☒ no substitutions.
☐ the following substitutions:

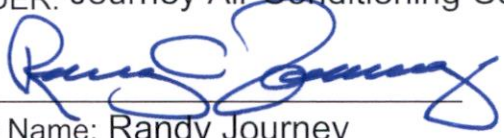
Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM**

BIDDER: Journey Air Conditioning Co., Inc.

By: 

Print Name: Randy Journey

05-LIST OF SUBCONTRACTORS

TO BE SUBMITTED WITH BID

**PROJECT TITLE: BID #: BESSIE OWENS JR. HIGH MODERNIZATION - PHASE III
#19123.02-46**

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER
Air Control Service 515 E 19th St. Bakersfield, Ca 93305	Air Balance & Controls	739835	1000003919

Firm Name: Journey Air Conditioning Co., Inc.

By: 

[Signature must match that on bid]

Print Name: Randy Journey

06-BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

**PROJECT TITLE/BID #: BESSIE OWENS HIGH MODERNIZATION - PHASE III
(#19123.02-46)**

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

KNOW ALL MEN BY THESE PRESENTS, that we, Journey Air Conditioning Co., Inc. as Principal, and The Gray Casualty & Surety Company as Surety, are held and firmly bound unto the BAKERSFIELD CITY SCHOOL DISTRICT (referred to as Owner) in the sum of 10% percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated November 29, 20 22, for: \$ 10% of the amount bid.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

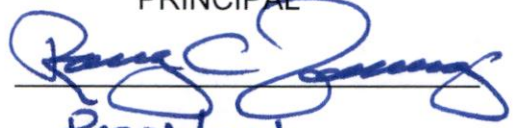
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 17th day of November, 2022, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: 11-29-2022

PRINCIPAL

By: 

Title: President

DATED: 11/17/2022

SURETY The Gray Casualty & Surety Company

By: 

Richard Beall

Title: Attorney In Fact

Note: Signatures of those executing for the Surety must be properly acknowledged.



11-21-5-11-11

11-21-5-11-11



CALIFORNIA CERTIFICATE OF 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 San Bernardino)

On November 17, 2022 before me, Marguerite Sykes, Notary Public
(here insert name and title of the officer)

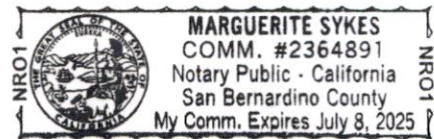
personally appeared Richard Beall

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 Marguerite Sykes



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** JOURNEY AIR CONDITIONING CO., INC.
Project: Bessie Owens Jr. High School Modernization - Ph 3

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Richard Beall and Denise Fookes of Redlands, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

A handwritten signature in black ink, reading "Michael T. Gray".

Michael T. Gray
President
The Gray Insurance Company

A handwritten signature in black ink, reading "Cullen S. Piske".

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

A handwritten signature in black ink, reading "Leigh Anne Henican".

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

**07-NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**PROJECT TITLE/BID #: BESSIE OWENS JR. HIGH MODERNIZATION - PHASE III
(#19123.02-46)**

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

The undersigned declares:

I am the President of Journey Air Conditioning Co., Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Nov 29, 2022 [date], at Bakersfield [city], California [state].

Contractor: Journey Air Conditioning Co., Inc.

By Randy Journey

Title: President

Signature: 

08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**PROJECT TITLE/BID #: BESSIE OWENS JR. HIGH MODERNIZATION - PHASE III
(#19123.02-46)**

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at Bakersfield, California, on November 29, 2022.

Firm Name: Journey Air Conditioning Co., Inc.

By: Randy Journey

Title: President

Signed: [Signature]

[Signature must match that on bid]

27 - IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

District Project Name: Bessie Owens Jr. High Modernization - Phase III
District Project Number: #19123.02-46
District Contract Number:
Contractor Name: Journey Air Conditioning Co., Inc.

Subject to the penalties for perjury in the state of California, I (the person identified below and who has signed this certification) hereby certify that: (i) I have inherent authority or have been duly authorized by the Contractor to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) A financial institution that extends for 45 days or more credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract

☐ The price payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

Certifier Signature: _____



Printed Name: _____

Randy Journey

Title: _____

President

Executed at: _____

Bakersfield

_____, California

Date Executed: _____

November 29, 2022

Note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract, and/or ineligibility to bid on contracts with a public entity for three years.

CERTIFICATION OF COMPLIANCE WITH DVBE POLICY

(Submit with Bid Documents)

**Bakersfield City School District
Bessie Owens Jr. High Modernization – Phase III**

Policy No. 3323 DISABLED VETERAN BUSINESS ENTERPRISES

Project agreements for the construction and/or modernization of school facilities, which are approved for funding by the State Allocation Board, shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District.

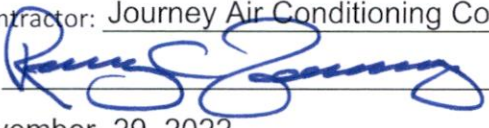
2. At the time of execution of a contract, the contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the contractor shall provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.

Adopted by the Board of Education: December 10, 2002

The bidder/contractor agrees to comply with the above District DVBE policy:

Bidder/Contractor: Journey Air Conditioning Co., Inc.

Signature:  - Randy Journey

Date: November 29, 2022

26 - PREQUALIFICATION QUESTIONNAIRE VALIDATION
(Retain and Submit with Bid)

This Validation Form must be submitted for each bid or proposal. The Validation Form must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Applicant. For Applicants who provide additional and/or updated information as indicated below, submission of this Validation Form in advance of the bid or proposal date is encouraged. An evaluation of the new information could result in the change in Prequalification status of the Applicant and if the Prequalification status is denied, bidder may be considered non-responsive.

Bid Name and Number: Bessie Owens Jr. High Modernization - Phase III #19123.02-46

DECLARATION

I, Randy Journey (printed full name), hereby declare that I am the President (position or title) of Journey Air Conditioning Co., Inc. (Applicant), and that I am duly authorized to execute this Validation Statement on behalf of this entity.

I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of Prequalification. I hereby state: (Check One)

☒ The Prequalification Application dated July 27, 2022 on file with district is correct and current as submitted.

OR

☐ The Prequalification Application dated _____ on file with district is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application.

(Applicant may attach additional sheets to describe changes.) Attach recent financial statements if previous are more than one year old.


Signature of Person Certifying for Applicant

Date: November 29, 2022

Name of Applicant: Journey Air Conditioning Co., Inc.

Tax ID No. or SSN: 77-0344168

22-CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

*On projects including a mandatory job walk, this form must be submitted
with the bid or bidder will be declared "non-responsive"*

**PROJECT TITLE/ BID #: BESSIE OWENS JR. HIGH MODERNIZATION - PHASE III
(#19123.02-46)**

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

It is the Owner's intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

1. If a bidder attends the entire mandatory job walk but fails to complete this form;
2. If a bidder fails to attend the entire mandatory job walk;
3. If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance. *[NOTE: This may also lead to a determination that the bidder is non-responsive.]*

Please check one of the following:

- ☒ I attended the entire mandatory job walk
-OR-
☐ I did not attend the entire mandatory job walk.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct.

Executed at ^{Bakersfield}, California, on Nov 29, 2022 .

Firm Name: Journey Air Conditioning Co., Inc.

By: Randy Journey
Print Name Above

Signed



Print Title: President