

**BID FORM AND PROPOSAL**

To: Governing Board of the Bakersfield City School District ("District" or "Owner")

From: James E. Thompson, Inc., dba JTS Construction  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of for the following projects known as:

**Martin Luther King Jr. Elementary School - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604, T-Kindergarten / 23189.00-09-TK / DSA # 03-123900**

("Project" or "Contract") and will accept in full payment for that Work the following grand total lump sum amount, all taxes included:

<u>Two million four hundred eighty six thousand</u> dollars	\$ <u>2,486,000</u>
<b>WELLNESS CENTER TOTAL</b>	
<u>One million, one hundred forty seven thousand, five hundred</u> dollars	\$ <u>1,147,500</u>
<b>PARENT CENTER TOTAL</b>	
<u>One million, five hundred seventy nine thousand</u> dollars	\$ <u>1,579,000</u>
<b>TRANSITIONAL KINDERGARTEN TOTAL</b>	
<u>Five million, two hundred twelve thousand, five hundred</u> dollars	\$ <u>5,212,500</u>
<b>BASE BID GRAND TOTAL</b>	
<b>Bidder acknowledges and agrees that the Base Bid Grand Total accounts for any and all Allowance(s)</b>	

**Additive/Deductive Alternates: None**

- The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime

contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
6. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Non-Collusion Declaration
  - Iran Contracting Act Certification
7. Receipt and acceptance of the following Addenda is hereby acknowledged:

**Wellness Center – 03-122605**

No. <u>1</u> , Dated <u>6/19/23</u>	No. <u>2</u> , Dated <u>12/24/24</u>
No. <u>3</u> , Dated <u>12/24/24</u>	No. <u>4</u> , Dated <u>1/24/25</u>
No. <u>5</u> , Dated <u>1/27/25</u>	No. _____, Dated _____

**Parent Center – 03-122604**

No. <u>1</u> , Dated <u>12/29/24</u>	No. <u>2</u> , Dated <u>12/24/24</u>
No. <u>3</u> , Dated <u>1/24/25</u>	No. <u>4</u> , Dated <u>1/27/25</u>
No. _____, Dated _____	No. _____, Dated _____



**Transitional Kindergarten – 03-123900**

No. <u>1</u> , Dated <u>12/29/24</u>	No. <u>2</u> , Dated <u>12/24/24</u>
No. <u>3</u> , Dated <u>1/24/25</u>	No. <u>4</u> , Dated <u>1/27/25</u>
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a B license.
9. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 30th day of January 20 25

Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Type of Organization: CA Corporation

Signature: 

Print Name: Lee Hawkins

Title: President

Address of Bidder: PO Box 41765, Bakersfield, CA 93384

Taxpayer Identification No. of Bidder: 77-0388937

Telephone Number: 661-835-9270

Fax Number: \_\_\_\_\_

E-mail: leeh@jtsconstruction.com Web Page: jtsconstruction.com

Contractor's License No(s): No.: 701750 Class: B,A,C8,C10 Expiration Date: 1/31/2027

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000002468 6/30/2025

END OF DOCUMENT



**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, James E. Thompson, Inc. dba JTS Construction, as Principal ("Principal"), and Travelers Casualty and Surety Company of America, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Bakersfield City School District ("District") of Kern County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of Bid Amount Dollars (\$ 10% of Bid Amount )

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Martin Luther King ES - Wellness Center, Parent Center and T-Kindergarten ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within fourteen (14) days of the date of the District's Notice of Award to Principal.

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 the Contract or the call for bids, or to the work, or to the specifications.

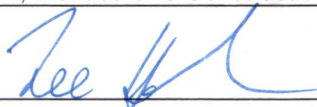
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 28th day of January, 2025.

James E. Thompson, Inc. dba JTS Construction

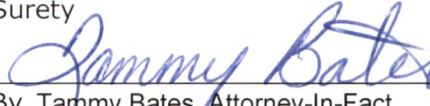
Principal



By President

Travelers Casualty and Surety Company of America

Surety



By Tammy Bates, Attorney-In-Fact

CW Phillips Insurance Services

Name of California Agent of Surety

5601 Truxtun Ave., Ste. 170, Bakersfield, CA 93309

Address of California Agent of Surety

661-425-9322

Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

## 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 Kern )

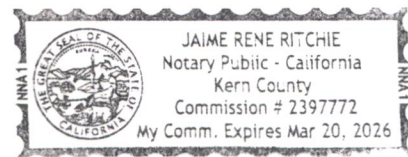
On January 28, 2025 before me, Jaime Rene Ritchie, Notary Public  
(insert name and title of the officer)

personally appeared Tammy Bates,  
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 Jaime Rene Ritchie (Seal)







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Tammy Bates** of **BAKERSFIELD**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

By:   
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **January**, **2025**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**DESIGNATED SUBCONTRACTORS LIST**  
**(Public Contact Code Sections 4100-4114)**

PROJECT: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** American west

CA Cont. Lic. #: 734133 Location: Bak. CA

DIR Registration #: 100004963

Portion of Work: Grading

**Subcontractor Name:** NUF

CA Cont. Lic. #: 1033886 Location: Bak.

DIR Registration #: 1000580252

Portion of Work: Fence-LL

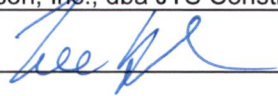
**Subcontractor Name:** Elite Construction

CA Cont. Lic. #: 967955 Location: \_\_\_\_\_

DIR Registration #: 100008210



Portion of Work: Landscape / Irrigation  
**Subcontractor Name:** 3 G Rebar, Inc  
 CA Cont. Lic. #: 904789 Location: BAK CA  
 DIR Registration #: 100007354  
 Portion of Work: Rebar  
**Subcontractor Name:** Langdon masonry  
 CA Cont. Lic. #: 970631 Location: FRESNO  
 DIR Registration #: 100002670  
 Portion of Work: masonry  
**Subcontractor Name:** Southern Valley Steel  
 CA Cont. Lic. #: 1089324 Location: Arvin CA  
 DIR Registration #: 1001014014  
 Portion of Work: Steel  
**Subcontractor Name:** Emerzian woodworkings  
 CA Cont. Lic. #: 731427 Location: FRESNO, CA  
 DIR Registration #: 100005826  
 Portion of Work: CASEWORK  
**Subcontractor Name:** Viking Insulation  
 CA Cont. Lic. #: 1078076 Location: Orbanrk  
 DIR Registration #: 1000650447  
 Portion of Work: Insulation

Date: 1/30/2025  
 Proper Name of Bidder: James E. Thompson, Inc., dba JTS Construction  
 Signature:   
 Print Name: Lee Hawkins  
 Title: President



Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: ~~Toilet Accessories~~ (LH)

**Subcontractor Name:** Control Fire Protection

CA Cont. Lic. #: 534644 Location: BAK

DIR Registration #: 1000004726

Portion of Work: Fire Sprinklers

**Subcontractor Name:** Todd Plumb's

CA Cont. Lic. #: 788798 Location: Ojai

DIR Registration #: 100002049

Portion of Work: Plumbing

**Subcontractor Name:** Holders Air Conditioning & Heating Inc.

CA Cont. Lic. #: 843535 Location: BAK CA

DIR Registration #: 1000004215

Portion of Work: HVAC

**Subcontractor Name:** Industrial Electric

CA Cont. Lic. #: 997739 Location: BAK CA

DIR Registration #: 1000041533

Portion of Work: Electrical

Date: 1/30/2025

Proper Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Signature: \_\_\_\_\_

Print Name: Lee Hawkins

Title: President

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name: JTS Construction

By: \_\_\_\_\_  
*[Signature must match that on bid]*

Print Name: Lee Hawkins

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** mid state sheet metal

CA Cont. Lic. #: 840189 Location: Bak. CA

DIR Registration #: 100005776

Portion of Work: metal Roofing

**Subcontractor Name:** mid State Sheet metal

CA Cont. Lic. #: 840189 Location: Bak. CA

DIR Registration #: 100005776

Portion of Work: B/V Roofing

**Subcontractor Name:** American Window & Door Systems Inc.

CA Cont. Lic. #: 1066478 Location: Napa CA

DIR Registration #: 1000853023

Portion of Work: Door Labor Doorset windows

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: ~~Window/Glass~~ (LH)

**Subcontractor Name:** Western Building material

CA Cont. Lic. #: 2481608 Location: Fresno, CA

DIR Registration #: 100003005

Portion of Work: T-Bar

Date: 1/30/2025

Proper Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Signature: \_\_\_\_\_

Print Name: Lee Hawkins

Title: President



Portion of Work: \_\_\_\_\_

**Subcontractor Name:** Jackson Young Drywall

CA Cont. Lic. #: 1024018 Location: Clavis

DIR Registration #: 1000056320

Portion of Work: Drywall & metal studs

**Subcontractor Name:** Superior Stucco

CA Cont. Lic. #: 738093 Location: Sanger

DIR Registration #: 1000010327

Portion of Work: Stucco / Plaster

**Subcontractor Name:** Rosedale Ceramic Tile & Marble

CA Cont. Lic. #: 656457 Location: Bak Co

DIR Registration #: 1000040676

Portion of Work: Ceramic Tile

**Subcontractor Name:** San Joaquin Fence

CA Cont. Lic. #: 417406 Location: Bak

DIR Registration #: 100001234

Portion of Work: Flooring

**Subcontractor Name:** Jeff Lay Painters

CA Cont. Lic. #: 807575 Location: Bak

DIR Registration #: 1000024782

Portion of Work: Painting

Date: 1/30/2025

Proper Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Signature: \_\_\_\_\_

Print Name: Lee Hawkins

Title: President









END OF DOCUMENT

**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of JTS Construction, the party making the foregoing bid.  
[Title] [Name of Firm]

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 1/30/2025,  
[Date]

at Bakersfield, CA.  
[City] [State]

Date: 1/30/2025

Proper Name of Bidder: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT



**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Sections 2202-2208)**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and James E. Thompson, Inc., dba JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete **OPTION 1**, check the corresponding box **and** complete the certification below. To complete **OPTION 2**, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i> James E. Thompson, Inc., dba JTS Construction.com	<i>Federal ID Number (or n/a)</i> 77-0388937
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Lee Hawkins, President	<i>Date Executed</i> 1/30/2025

END OF DOCUMENT

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

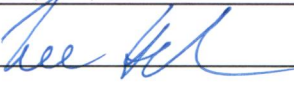
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 1/30/25

Proper Name of Contractor: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46.01


**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 1/30/2025

Proper Name of Contractor: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT



**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids. This form must be provided to the District no later than four (4) days after the bid opening.**

**PART I – Method of Compliance with DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

<b>YOUR BUSINESS ENTERPRISE IS:</b>	<b>AND YOU WILL</b>	<b>AND YOU WILL</b>
<b>A.</b> <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
<b>B.</b> <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
<b>C.</b> <input type="checkbox"/> <b>NOT</b> disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<b>D.</b> <input checked="" type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

\* A DVBE letter from OSDS is obtained from the participating DVBE.

**You must complete the following table to show the dollar amount of DVBE participation:**

	<b>TOTAL CONTRACT PRICE</b>
<b>A.</b> Prime Bidder, if DVBE (own participation)	\$ -0-
<b>B.</b> DVBE Subcontractor or Supplier	
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
<b>4.</b>	
<b>C.</b> Subtotal (A & B)	
<b>D.</b> Non-DVBE	
<b>E.</b> Total Bid	

**PART II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

<b>CATEGORY</b>	<b>TELEPHONE NUMBER</b>	<b>DATE CONTACTED</b>	<b>PERSON CONTACTED</b>
<b>1.</b> The District, if any	email	1/17/2025	* Daniel Westafaro
<b>2.</b> OSDS, provides assistance locating DVBEs at <a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a>	(916) 375-4940	1/17/2025	*  online
<b>3.</b> DVBE Organization (List)			*
DBE Goodfaith		1/17/25	online

\*Write "recorded message" in this column, if applicable.

**PART III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	12/19/24 / 1/17/2025

**PART IV – DVBE Solicitations.** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "YES" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSDS		
was <b>NOT</b> selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		
see attached				

A copy of this form must be retained by you and may be subject to a future audit.



**CERTIFICATION**

I, Lee Hawkins, certify that I am the bidder's President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: 1/30/2025

Proper Name of Contractor: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.

- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

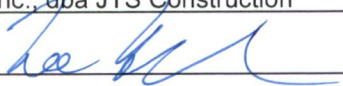
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: 1/30/2025

Proper Name of Contractor: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT



**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

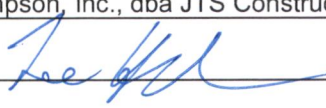
This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: 1/30/2025

Proper Name of Contractor: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT

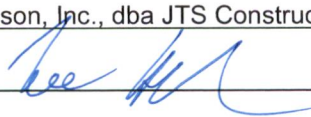
**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: 1/30/2025

Proper Name of Contractor: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT



**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample

survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, 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. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**



**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.



THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 1/30/2025

Proper Name of Contractor: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:  Delivery Firm/Transporter  Supplier  Manufacturer  
 Wholesaler  Broker  Retailer  
 Distributor  Other \_\_\_\_\_

Type of Entity  Corporation  General Partnership  
 Limited Partnership  Limited Liability Company  
 Sole Proprietorship  Other \_\_\_\_\_

Name of firm ("Firm"): JTS Construction

Mailing address: PO Box 41765, Bakersfield, CA 93384

Addresses of branch office used for this Project: PO Box 41765, Bakersfield, CA 93384

If subsidiary, name and address of parent company: N/A

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 1/30/2025

Proper Name of Firm: James E. Thompson, Inc., dba JTS Construction

Signature: 

Print Name: Lee Hawkins

Title: President

END OF DOCUMENT



**CRIMINAL BACKGROUND INVESTIGATION/  
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: Martin Luther King Jr. ES - Wellness Center / 22243.00-09-WEL / DSA # 03-122605, Parent Center / 22243.00-09-PRC / DSA # 03-122604 and T-Kindergarten / 23189.00-09-TK / DSA # 03-123900 between the Bakersfield City School District ("District") and JTS Construction ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: TBD

Title: \_\_\_\_\_

**NOTE:** If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

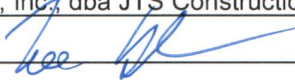
- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

**A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or**

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 1/30/2025  
Proper Name of Contractor: James E. Thompson, Inc., dba JTS Construction  
Signature:   
Print Name: Lee Hawkins  
Title: President

[CONTINUED ON NEXT PAGE]

**JTS Construction**  
P.O. Box 41765  
Bakersfield, CA 93384  
Tel: (661) 835-9270  
Fax: (661) 835-8424

## **Email & Fax Solicitation Log**

**Project Name:** Martin Luther King Jr. Elementary School

**Contract/Bid #:** 22243 / 23189

**Awarding Agency:** Bakersfield City School District

### **Log Details**

- All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.
- The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.
- The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.



Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
<b>A&amp;A Contracting Services</b> 7973 NORTH AVE LEMON GROVE, CA 91945 Tel: 6196600087 Fax: 6196609925 info@aacontractingservices.com Cert: DVBE	01/17/2025 09:06 am PST Failed	01/17/2025 09:00 am PST Delivered
<b>ABVI LLC</b> 11175 AZUSA COURT SUITE 122 RANCHO CUCAMONGA, CA 91730 Tel: 9096424761 Fax: None Listed ABVILLC.2022@GMAIL.COM Cert: DVBE	n/a	01/17/2025 09:00 am PST Bounced
<b>All American Parts Depot, Inc.</b> 2242 30th St Suite E San Diego, CA 92104 Tel: 6198231573 Fax: None Listed dsalter@aapdepot.com Cert: DVBE	n/a	01/17/2025 09:00 am PST Delivered
<b>ALLY CONTRACTING GROUP INC</b> 35257 Orchard Trail Fallbrook, CA 92028 Tel: 6194711901 Fax: None Listed davem@allysm.com Cert: DVBE	n/a	01/17/2025 09:00 am PST Delivered
<b>ALPHA FIRST TILE COMPANY INC</b> 10925 FRACAR AVE LYNWOOD, CA 90262 Tel: 4243424814 Fax: None Listed alphafirsttile620@gmail.com Cert: DVBE	n/a	01/17/2025 09:00 am PST Delivered

**ALPHA PRO MANAGEMENT INC.**

9405 N Paula Ave  
Fresno, CA 93720  
Tel: 5593491990  
Fax: 5595156650  
ryan@alphapromgt.com  
Cert: DVBE

01/17/2025  
09:16 am PST  
Failed

01/17/2025  
09:00 am PST  
Delivered

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**AM Painting Inc**

PO Box 3847  
Seal Beach, CA 90740  
Tel: 5622776699  
Fax: None Listed  
amcontractorslb@gmail.com  
Cert: DVBE

n/a

01/17/2025  
09:00 am PST  
Delivered

---

**American Plumbing Systems, Inc.**

13395 New Airport Road Suite A  
Auburn, CA 95602  
Tel: 5305372949  
Fax: None Listed  
estimating@americanplumbingsystems.com  
Cert: DVBE

n/a

01/17/2025  
09:00 am PST  
Delivered

---

**ANCHOR-41 CONSTRUCTION LLC**

2297 Knowlwood Drive  
Hanford, CA 93230  
Tel: 5597407776  
Fax: 5597728745  
djruiz@anchor41.com  
Cert: DVBE

01/17/2025  
09:01 am PST  
Successful

01/17/2025  
09:00 am PST  
Delivered

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**ARDENT GENERAL INC**

2960 Burl Ave  
FRESNO, CA 93727  
Tel: 5594923969  
Fax: 5594923972  
jim@ardentgeneral.com  
Cert: DVBE

01/17/2025  
09:00 am PST  
Successful

01/17/2025  
09:00 am PST  
Delivered

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**Bayshore General Engineering, Inc** n/a 01/17/2025  
3158 ROLISON RD 09:00 am PST  
REDWOOD CITY, CA 94063 Delivered  
Tel: 6503236464  
Fax: None Listed  
BAYSHOREPLUMBERS@GMAIL.COM  
Cert: DVBE

---

**BEN FRANKLIN CONSTRUCTION** n/a 01/17/2025  
1003 J SREET 09:00 am PST  
SANGER, CA 93657 Delivered  
Tel: 5595773737  
Fax: None Listed  
benfranklinconstruction@gmail.com  
Cert: DVBE

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**CALIFORNIA RESTORATION & WATERPROOFING** n/a 01/17/2025  
1518 ARROW HWY STE C 09:00 am PST  
LA VERNE, CA 91750 Delivered  
Tel: 9095951234  
Fax: None Listed  
calrestoration@verizon.net  
Cert: DVBE

---

**CSRW Inc,** n/a 01/17/2025  
7602 NATIONAL DR. 09:00 am PST  
LIVERMORE, CA 94550 Delivered  
Tel: 9257242324  
Fax: None Listed  
jason@alliedsvcs.com  
Cert: DVBE

---

**CVE Demolition Inc** n/a 01/17/2025  
4263 N Selland Ave 09:00 am PST  
Fresno, CA 93722 Delivered  
Tel: 2092399676  
Fax: None Listed  
timw@cvecorp.com  
Cert: DVBE

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**Douglas Doors** n/a 01/17/2025  
509B Tiffany dr. California 09:00 am PST  
Santa Maria, CA 93454 Delivered  
Tel: 8052664492  
Fax: None Listed  
douglasdoorrepair@gmail.com  
Cert: DVBE

---

**DVBE ENGINEERING AND CONSTRUCTION INC** n/a 01/17/2025  
2401 SHIBLEY AVE 09:00 am PST  
SAN JOSE, CA 95125 Delivered  
Tel: 6508158418  
Fax: None Listed  
anthony@gzcon.com  
Cert: DVBE

---

**E2 Contracting Inc** n/a 01/17/2025  
306 W. Katella Ave. STE B 09:00 am PST  
Orange, CA 92867 Delivered  
Tel: 9492477281  
Fax: None Listed  
erik.franzen@e2contracting.net  
Cert: DVBE

---

**GAACE** n/a 01/17/2025  
11755 Telegraph Road 09:00 am PST  
Santa Fe Springs, CA 90670 Delivered  
Tel: 3237072245  
Fax: None Listed  
efrain@veteranintegration.com  
Cert: DVBE

---

**K.J. CAIN CO. INC** n/a 01/17/2025  
4692 Woodmere Rd 09:00 am PST  
SANTA MARIA, CA 93455 Delivered  
Tel: 8053108111  
Fax: None Listed  
kareem@kjcain.com  
Cert: DVBE

---

**LOS ANGELES GLASS COMPANY INC**

2444 N PALM DR  
SIGNAL HILL, CA 90755  
Tel: 8442952500  
Fax: 3109539943  
antrg@yahoo.com  
Cert: DVBE

01/17/2025  
09:07 am PST  
Failed

01/17/2025  
09:00 am PST  
Delivered

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**MODERN EVOLUTION CONSTRUCTION LLC**

6332 N Charlotte Ave  
San Gabriel, CA 91775  
Tel: 3056073821  
Fax: None Listed  
chris@modevocon.com  
Cert: DVBE

n/a

01/17/2025  
09:00 am PST  
Delivered

---

**Old Ironsides Construction, Inc**

15304 Anita Catrina Ct CA  
BAKERSFIELD, CA 93314  
Tel: 6613940234  
Fax: None Listed  
leeo@old-ironsides.com  
Cert: DVBE

n/a

01/17/2025  
09:00 am PST  
Delivered

---

**SUMMIT GLASS CORPORATION**

1261 N Sunshine Way  
Anaheim, CA 92806  
Tel: 6573008522  
Fax: None Listed  
don@sgcorp.us  
Cert: DVBE

n/a

01/17/2025  
09:00 am PST  
Delivered

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**JTS Construction**  
P.O. Box 41765  
Bakersfield, CA 93384  
Tel: (661) 835-9270  
Fax: (661) 835-8424

## **Ad Proofs**

**Project Name:** Martin Luther King Jr. Elementary School

**Contract/Bid #:** 22243 / 23189

**Awarding Agency:** Bakersfield City School District



# Focus Journal Ad

**Publication:** DBE GoodFaith (DBEGoodFaith.com)

**Published On:** 12/12/2024 @ 03:16:19 PM Pacific

**Expired On:** 01/30/2025 @ 11:59:59 PM Pacific

**Message Notifications Sent To:** shellie@jtsconstruction.com

**Published At:** [https://dbegoodfaith.com/item.php?item\\_type=ads&ad\\_adid=62674](https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=62674)



## JTS Construction

is seeking qualified DVBEs

Project Name

**Martin Luther King Jr. Elementary School**

Bid/Contract #

**22243 / 23189**

Awarding Agency

**Bakersfield City School District**

Project Location

**Bakersfield, Kern County, CA**

Bid Date

**01/30/2025 at 14:00**

Project Details

**JTS Construction is seeking certified DVBE subcontractors for the following trades: Rebar, Structural Steel, Rough Carpentry, Interior Finish Carpentry, Insulation, Metal Roofing, Sheet Metal, DFH, Glazing, Plastering, Acoustical Tile, Painting, flooring, HVAC, Earthwork, Site Clearing, Asphalt paving**

**We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.**

### Get in Touch

Outreach Coordinator  
**Shellie Anderson**

Telephone  
**(661) 835-9270**

Fax  
**(661) 835-8424**

Address  
**P.O. Box 41765  
Bakersfield, CA 93384**

[Send Message »](#)

## Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit MBE, WBE (EOPP) Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program  
Program

Oakland LBE/SLBE Program

Los Angeles County SLBE & DVBE Program

Alameda County Alameda CTC LBE/SLBE Program

California SB-PW Program

California DVBE Program

Free DBE Resources

## Procurement, Capital Access, & Surety Bond Assistance

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supported **Southwest Region SBTRC** helps  
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# Trade Journal Ad

**Publication:** DBE Journal (DBEJournal.com)

**Published On:** 12/12/2024 @ 03:16:19 PM Pacific

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**Published At:**

[http://dbejournal.com/index.php?show\\_ad=62674&ad\\_project\\_name=Martin+Luther+King+Jr.+Elementary+School&co\\_name=JTS+Construction](http://dbejournal.com/index.php?show_ad=62674&ad_project_name=Martin+Luther+King+Jr.+Elementary+School&co_name=JTS+Construction)



Outreach Coordinator

Shellie Anderson

Contact Information

P.O. Box 41765  
Bakersfield, CA 93384

Telephone

(661) 835-9270

Fax

(661) 835-8424

## JTS Construction

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Project Name

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22243 / 23189

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We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.



# LinkedIn

*Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.*

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