

**BID FORM AND PROPOSAL**

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

From: J. NOBLE BINNS PLUMBING CO., INC.  
(Proper Name of Bidder)

Bid Package: BP-04 PLUMBING

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:

**William Penn Elementary School Modernization - 22217.00-36-  
HVAC / DSA # 03-122918**

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

TWO HUNDRED ONE THOUSAND SIX HUNDRED AND NO/100 dollars	\$ <u>201,600.00</u>
<b>BASE BID</b>	
<b><i>Bidder acknowledges and agrees that Base Bid accounts for any and all Allowance(s)</i></b>	

**Additive/Deductive Alternates: None**

1. 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
  - Russia Sanctions Compliance Certification
7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>02/24/2026</u>	No. <u>4</u> , Dated <u>04/07/2026</u>
No. <u>2</u> , Dated <u>03/17/226</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>04/02/2026</u>	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a C36 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 9TH day of APRIL 20 26

Name of Bidder: J. NOBLE BINNS PLUMBING CO., INC.

Type of Organization: CORPORATION

Signature: 

Print Name: DON SCHIMNOWSKI

Title: PRESIDENT

Address of Bidder: 3529 PEGASUS DR., BAKERSFIELD, CA 93308

Taxpayer Identification No. of Bidder: 77-0080210

Telephone Number: (661) 615-6101

Fax Number: (661) 615-6108

E-mail: estimating@binnsplumbing.com Web Page: www.binnsplumbing.com

Contractor's License No(s): No.: 481544 Class: C36 Expiration Date: 10/31/2027

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

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

Public Works Contractor Registration No.: 1000002916

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, J. Noble Binns Plumbing Company, Inc., as Principal ("Principal"), and Granite Re, Inc. dba Granite Surety Insurance Company, 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%)

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: William Penn Elementary School ("Project" or "Contract").  
Modernization - Bid Package 04: Plumbing

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.

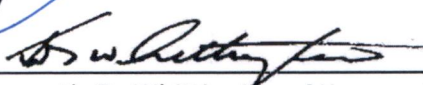
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 9th day of April, 2026.

J. Noble Binns Plumbing Company, Inc.

Principal

By 

Granite Re, Inc. dba Granite Surety Insurance Company  
Surety

By  Kenneth D. Whittington, Attorney-In-Fact

Nicholas Barnett, Federated Insurance  
Name of California Agent of Surety

10850 Gold Center Dr, Ste 150 Rancho Cordova, CA 95670  
Address of California Agent of Surety

Agent: 916-539-7252 / Surety: 833-985-0288  
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



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 the document.

**ACKNOWLEDGMENT OF PRINCIPAL**

State of California

County of Kern

On this 9<sup>th</sup> day of April, 2026, before me Michelle R. Heinrichs, Notary Public personally appeared  
*Here insert Name and Title of Officer*

Don Schimnowski, who proved to me on the basis of satisfactory evidence to be the person  
*Name of Signer*

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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

*[Handwritten Signature]*  
Signature of Notary Public

**ACKNOWLEDGMENT OF SURETY**

State of Oklahoma  
County of Oklahoma

On this 9 day of April, 2026 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

*Bethany J. Alred*  
Notary Public





STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**

OAKLAND

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Granite Re, Inc.**

**to conduct business in California under the operating name**

**Granite Surety Insurance Company**

*of Minnesota, organized under the laws of Minnesota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 15<sup>th</sup> day of July, 2020,*  
*I have set my hand and caused my official seal to be affixed this*  
*15<sup>th</sup> day of July, 2020.*



Ricardo Lara  
*Insurance Commissioner*

A handwritten signature in black ink, appearing to read "Valerie Sarfaty".

By

Valerie Sarfaty  
for Catalina Hayes-Bautista  
*Insurance Chief Deputy*

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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

**William Penn Elementary School Modernization - 22217.00-36-  
HVAC / DSA # 03-122918**

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:** \_\_\_\_\_ NONE \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: \_\_\_\_\_ 04/09/2026 \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_ J. NOBLE BINNS PLUMBING CO., INC. \_\_\_\_\_

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

Print Name: \_\_\_\_\_ DON SCHIMNOWSKI \_\_\_\_\_

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

END OF DOCUMENT

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

The undersigned declares:

I am the J. NOBLE BINNS  
PRESIDENT of PLUMBING CO., INC., 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 04/09/2026,  
[Date]

at BAKERSFIELD, CA.  
[City] [State]

Date: APRIL 09, 2026

Proper Name of Bidder: J. NOBLE BINNS PLUMBING CO., INC.

Signature: 

Print Name: DON SCHIMNOWSKI

Title: PRESIDENT

END OF DOCUMENT

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

PROJECT/CONTRACT NO.: **William Penn Elementary School Modernization - 22217.00-36-HVAC / DSA # 03-122918** between the Bakersfield City School District ("District") and J. NOBLE BINNS PLUMBING CO., INC. ("Contractor" or "Bidder") ("Contract" or "Project").

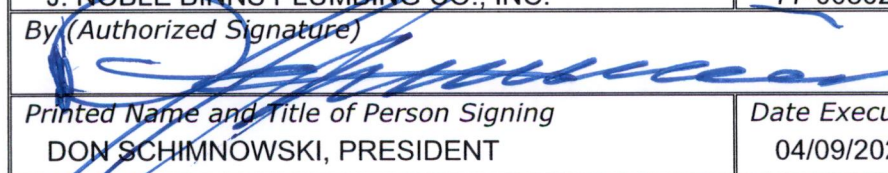
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

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 forty-five (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> J. NOBLE BINNS PLUMBING CO., INC.	<i>Federal ID Number (or n/a)</i> 77-0080210
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> DON SCHIMNOWSKI, PRESIDENT	<i>Date Executed</i> 04/09/2026

END OF DOCUMENT

**RUSSIA SANCTIONS COMPLIANCE CERTIFICATION**

PROJECT/CONTRACT NO.: **William Penn Elementary School Modernization - 22212.00-36-HVAC / DSA # 03-122918** between the Bakersfield City School District ("District") and \_\_\_\_\_  
J. NOBLE BINNS PLUMBING CO., INC. ("Contractor" or "Bidder")

On March 4, 2022, the Governor of California issued Executive Order N-6-22, regarding U.S. economic sanctions against Russia and Russian entities and individuals. As verification of its compliance with the Executive Order N-6-22, as well as applicable federal and state law, Contractor hereby certifies the following with respect to all economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, "economic sanctions"):

1. Contractor is not the target of economic sanctions.
  2. Contractor is in compliance with all economic sanctions.
- (Check if applicable – Bid is \$5 million or more) Pursuant to Executive Order N-6-22, if the Contract(s) value is/are \$5 million or more, then Contractor hereby agrees to formally report to the District regarding:
- A. Contractor's compliance with the relevant economic sanctions.
  - B. Steps Contractor has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Contractor acknowledges and accepts that failure to complete one of the reporting requirements described above, or determination by the District, at its sole discretion, that Contractor is a target of relevant economic sanctions or is conducting prohibited transactions with sanctioned individuals or entities, may be grounds for termination of the Contract.

**Certification:**

I, the authorized representative for J. NOBLE BINNS PLUMBING CO., INC., certify that I am duly authorized to execute this certification, and the Contractor identified below has conducted a good faith review of existing contracts. I further certify and attest that the Contractor is not a target of economic sanctions, and that the Contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by Executive Order N-6-22 and under state law, if any.

Date: APRIL 09, 2026

Proper Name of Contractor: J. NOBLE BINNS PLUMBING CO., INC.

Signature: 

Print Name: DON SCHIMNOWSKI

Title: PRESIDENT

END OF DOCUMENT