

DOCUMENT 00140

BID FORM

To: Governing Board of Milpitas Unified School District ("District" or "Owner")

From: MK PIPE-LINES INC
(Proper Name of Bidder)

For Bid Package #02 Description: Grading & Paving
For Bid Package #03 Description: Underground Utilities
For Bid Package #04 Description: Site Concrete

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders the Instructions to Bidders, and the Special Conditions have been read, 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 Bid No. 16-21-07-01

PROJECT: NEW ELEMENTARY SCHOOL - MCCANDLESS SITE - PHASE 1 - INCREMENT 1
PROJECT #16-21-07-00

Bid Package (Insert Bid Package Number and Description below)

BID PACKAGE # 03 - UNDERGROUND UTILITIES

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

<u>BREAKOUT A1</u>		<u>217,170</u>
Breakout (A) - Frontage & Drop Off Parking North (including intersection)	dollars	\$ <u>303,770</u>
Breakout (B) - Frontage South of Intersection	dollars	\$ <u>117,000</u>
Breakout (C) - Basketball Courts	dollars	\$ <u>20,000</u>
TOTAL BASE BID	dollars	<u>1,111,670</u>

The above base bid must include all breakout areas & all allowances if applicable

Additive/Deductive Alternates:

Alternate – N/A

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

N/A

2. **Allowance(s).** The Bidder's Base Bid shall include the following potential Allowance(s). Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order. Any unused portion will be returned to Milpitas Unified School District

N/A	N/A
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3. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, 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 bid, 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.
4. **Requests for Clarification.** 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.
5. **Contract Time.** 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.
6. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
 - The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
7. **Bid Open for 90 Days.** 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.

8. **Attachments.** The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- The Non-Collusion Affidavit

9. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>0</u> , Dated <u>04/04/17</u>	No. _____, Dated _____
No. <u>1</u> , Dated <u>04/14/17</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>04/14/17</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. **Bidder's License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

11. **Labor Harmony.** The undersigned 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.

12. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

13. **SWPPP OSP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.

14. **General Acknowledgement.** 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. 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. **False Claims Act.** 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, Cal. 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.

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 12TH day of APRIL 2017

Name of Bidder MM PIPELINES INC

Type of Organization GENERAL ENGINEERING

Signed by CA MAM

Title of Signer CHARMAN

Address of Bidder 3708 BAYSHORE BLVD, BRISBANE, CA 94008

Taxpayer's Identification No. of Bidder 20 094 5500

Telephone Number 415 825 5000

Fax Number 415 825 5001

E-mail SEANBRENNAN Web page MMPIPELINES.COM

@MMPIPELINES.COM

Bidder's DIR Registration No.: No.: 1000000631

Contractor's License No(s): No.: 856827 Class: A Expiration Date: 04/30/19

No.: 856827 Class: B Expiration Date: 04/30/19

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: MM PIPELINES INC

President: MALACHY KEERIGAN

Secretary: SEAN BRENNAN

Treasurer: SEAN BLENNAN

Manager: SEAN BLENNAN

END OF DOCUMENT

EXHIBIT C

**MILPITAS UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT**

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the Milpitas Unified School District Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Project Stabilization Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule Agreement as set forth in Article 16 of this AGREEMENT.
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Date: 4/12/17

MK PIPELINES, INC.
(Name of Prime Contractor or
Higher Level Contractor)

MH PIPELINES INC
(Name of Contractor)
SEAN BCGMAN, VICE PRESIDENT
(Authorized Officer & Title)
3708 BAYSHORE BLVD
(Address)
BRISBANE
CA 94005
(Phone #) (Fax #)
856827
Contractor's License Number
0337352
Motor Carrier Permit (CA #)

DESIGNATED SUBCONTRACTORS LIST

PROJECT: NEW ELEMENTARY SCHOOL – MCCANDLESS SITE – PHASE 1 – INCREMENT #1

PROJECT/CONTRACT NO.: 16182 between the Milpitas Unified School District and Contractor ("Contract").

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to 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 that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

*N/A
NO SUBS*

NO SUBS

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Date: 04/12/17

Proper Name of Bidder: MM PIPELINES INC

Signature: GA [Signature]

Print Name: SEAN BRENNAN

Title: VICE PRESIDENT

END OF DOCUMENT

00557.00001/425953.1

NONCOLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA

) ss.

COUNTY OF SANTA CLARA

SEAN BREMAN being first
duly sworn deposes and says that he or she is VICE PRESIDENT
of MK PIPELINES, INC., the Bidder making the foregoing Bid that the Bid is not
made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the Bid is genuine and not collusive or sham; that
the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any
bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any
advantage against the District of anyone interested in the proposed Contract; that all statements
contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation,
partnership, company association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that
all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: 04/12/17
Property Name of Bidder: MK PIPELINES INC
Signature: [Handwritten Signature]
Print Name: SEAN BREMAN
Title: VICE PRESIDENT

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo }

On 4/12/17 before me, Carol Jones Notary Public
Date Here Insert Name and Title of the Officer

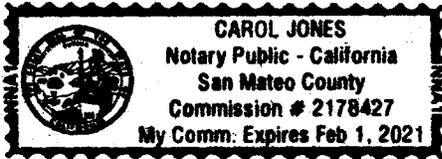
personally appeared Seen Brennan
Name(s) of Signer(s)

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 Carol Jones
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

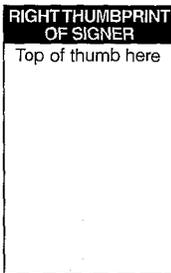
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: 16182 between Milpitas Unified School District (the "District") and MK PIPERES INC. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using 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 3 percent, per year, of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, low bidder 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. Bidders should not submit this form with their bids.

NOTE: *Architectural, engineering, environmental, land surveying, or construction management firms must indicate their method of compliance by completing this form after selection by the District and before the contract is signed.*

Part I — Method Of Compliance With DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

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

* A DVBE letter from OSB is obtained from the participating DVBE.

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

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$1,078,319.90
B. DVBE Subcontractor or Supplier	
1. <i>BAUER Transportation System Inc.</i>	<i>33,350.10</i>
2.	
3.	
4.	
C. Subtotal (A & B)	<i>1,111,670.00</i>
D. Non-DVBE	<i>1,078,319.90</i>
E. Total Bid	<i>1,111,670.00</i>

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.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District			*
2. OSB, which publishes a list of DVBE's; Internet Address: Http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
3. DVBE Organization (List)			*

*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 14 days prior to bid/proposal opening; if you cannot advertise 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 you 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	

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 16182 between Milpitas Unified School District (the "District" or the "Owner") and MK PIPELINES INC. (the "Contractor" or the "Bidder") (the "Contract" or the "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 Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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 section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 4/12/17

Proper Name of Contractor: MK PIPELINES INC

Signature: [Handwritten Signature]

Print Name: SEAN BRENNAN

Title: VICE PRESIDENT

END OF DOCUMENT

SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: 16182 between Milpitas Unified School District (the "District" or the "Owner") and MK PIPELINES INC. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

Per District Board Policy and consistent with Education Code section 48901 and Health and Safety Code section 39002 the Milpitas Unified School District and 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.

I acknowledge that I am aware of the District's policy regarding smoke-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 smoke on the Project site.

Date: 4/12/17

Proper Name of Contractor: MK PIPELINES INC.

Signature: [Handwritten Signature]

Print Name: SEAN BRENNAN

Title: VICE PRESIDENT

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 16182 between Milpitas Unified School District ("District" or "Owner") and MK PIPELINES INC. ("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 (.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 "New Hazardous Material" containing equipment 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 Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 4/12/17

Proper Name of Contractor: MK PIPELINES INC.

Signature: [Handwritten Signature]

Print Name: SEAN BREMAN

Title: Vice President

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 16182 between Milpitas Unified School District ("District" or "Owner") and MK PIPELINES INC. ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

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 1993 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 ("DHS") 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, § 3224 1.)

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 that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It 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).

The Contractor must 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 must be coordinated through the District. A signed

copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. 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: 4/12/17
Proper Name of Contractor: MK Pipelines INC.
Signature: 
Print Name: SEAN BRENNAN
Title: VICE PRESIDENT

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 16182 between Milpitas Unified School District ("District" or "Owner") and MK PIPELINES INC. ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. 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.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

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"): MK PIPELINES INC.

Mailing address: 3708 BAYSHORE BLVD. BRISBANE, CA 94005

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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: 4/12/17

Proper Name of Contractor: MK PIPELINES INC

Signature: [Handwritten Signature]

Print Name: SEAN BRENNAN

Title: Vice President

END OF DOCUMENT

**CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 16182 between the Milpitas Unified School District ("District") and MK PIPELINES INC ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and 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 with respect to the construction Project that is the subject of the Contract (check all that apply):

The Contractor 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 California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is 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; and/or

Pursuant to Education Code section 45125.2, 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 and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, 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 has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

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

Date: 4/12/17
Proper Name of Contractor: MK Pipelines Inc
Signature: [Handwritten Signature]
Print Name: SEAN BRENNAN
Title: VICE PRESIDENT

END OF DOCUMENT

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