

**CUPERTINO SANITARY DISTRICT
SANITARY BOARD MEETING
WEDNESDAY, SEPTEMBER 04, 2019**

A_G_E_N_D_A

Meeting to be held at 7:00 p.m. in the **Stevens Creek Office Center,
Suite 100, 20863 Stevens Creek Boulevard**, Cupertino, California.

1. ROLL CALL:

2. MINUTES:

- A. APPROVAL OF THE MINUTES OF AUGUST 19, 2019
- B. APPROVED MINUTES OF AUGUST 7, 2019

3. PERSONAL PRESENTATIONS:

THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE BOARD ON ANY MATTER NOT ON THE AGENDA. SPEAKERS ARE LIMITED TO THREE (3) MINUTES.

ALL STATEMENTS REQUIRING A RESPONSE WILL BE REFERRED TO STAFF FOR FURTHER ACTION. IN MOST CASES, STATE LAW WILL PROHIBIT THE BOARD FROM MAKING ANY DECISIONS WITH RESPECT TO A MATTER NOT LISTED ON THE AGENDA.

4. CORRESPONDENCE:

NONE

5. MEETINGS:

- A. SANTA CLARA COUNTY SPECIAL DISTRICTS ASSOCIATION REGULAR MEETING TO BE HELD SEPTEMBER 9, 2019
- B. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) TO BE HELD SEPTEMBER 10, 2019
- C. REGULAR MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) TO BE HELD SEPTEMBER 12, 2019

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6. REPORTS:

- A. CASA CONFERENCE HELD AUGUST 21-23, 2019 IN SAN DIEGO, CA
 - a. CSRMA training seminar
 - b. Roundtable series
 - c. CSRMA Board of Directors meeting
 - d. Attorneys Committee meeting
 - e. Other conference sessions

7. UNFINISHED BUSINESS:

- A. LOAN WITH ZION – CLOSING DATE SEPTEMBER 12, 2019

8. NEW BUSINESS:

- A. NEW CAL BANK ACCOUNT
- B. PROSPECT PUMP STATION
 - a. Award of Contract to Con-Quest Contractor, Inc.
 - b. Payment to City of Saratoga for Encroachment Permit Fee
- C. VALLCO DRAFT INSTALLER'S AGREEMENT

9. STAFF REPORT:

- A. DISTRICT ANNUAL REPORT
- B. FLOW THROUGH CITY OF SANTA CLARA
- C. CSDA MEMBERSHIP
- D. DISTRICT ANNUAL AUDIT

10. CLOSED SESSION:

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District and the City of Milpitas v. The City of San Jose, The City of Santa Clara and Does 1 through 50 inclusive.

11. NEXT MEETING:

- A. NEXT REGULAR DISTRICT BOARD MEETING IS SCHEDULED TO BE HELD ON WEDNESDAY, SEPTEMBER 18, 2019

12. ADJOURNMENT

CUPERTINO SANITARY DISTRICT MEETING/EVENT SCHEDULE

SEPTEMBER 2019

- 09/02: Holiday – Office Closed
- 09/04: 1st Regular Meeting (*Bosworth excused*)
- 09/09: SCCSDA Regular Meeting
- 09/10: TAC
- 09/12: TPAC
- 09/14: Silicon Valley Fall Festival
- 09/18: 2nd Regular Meeting (*Chen excused*)

SEPTEMBER 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 HOLIDAY	3	4 1 st Regular Meeting	5	6	7
8	9 SCCSDA TAC			12 TPAC	13	14 Silicon Valley Fall Festival
15	16	17	18 2 nd Regular Meeting	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2019

- 10/02: 1st Regular Meeting
- 10/08: TAC
- 10/10: TPAC
- 10/16: 2nd Regular Meeting

OCTOBER 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 1 st Regular Meeting	3	4	5
6	7	8 TAC	9	10 TPAC	11	12
13	14	15	16 2 nd Regular Meeting	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2019

- 11/06: 1st Regular Meeting
- 11/11: TAC
- 11/14: TPAC
- 11/20: 2nd Regular Meeting
- 11/28-29: Holiday-Office Closed

NOVEMBER 2019						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 1 st Regular Meeting	7	8	9
10	11 TAC	12		14 TPAC	15	16
17	18	19	20 2 nd Regular Meeting	21	22	23
24	25	26	27	28 Holiday	29	30

CUPERTINO SANITARY DISTRICT BOARD MEETING MONDAY, AUGUST 19, 2019

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. in the Stevens Creek Office Center, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, California.

1. ROLL CALL:

President Kwok called the meeting to order and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: Angela S. Chen, Patrick S. Kwok, Taghi S. Saadati, John M. Gatto, and William A. Bosworth.

Staff present: District Manager Benjamin Porter, District Advisor Richard K. Tanaka, and Counsel Marc Hynes.

2. MINUTES & BILLS:

- A. On a motion by Director Bosworth, seconded by Director Saadati, by a vote of 4-0-1, the minutes of Wednesday, August 7, 2019 were approved as written. Director Kwok abstained due to his absence on 8/7/2019 Board Meeting.
- B. By consensus, the Minutes of Wednesday, July 17, 2019 are to be Noted & Filed.
- C. The Board reviewed the July financials for payment. On a motion by Director Saadati, seconded by Director Bosworth, by a vote of 5-0-0, payment of bills was approved as written.
- D. The Directors submitted their July 2019 timesheets to Staff.

3. PERSONAL PRESENTATIONS:

There were none.

4. CORRESPONDENCE:

There was none.

5. MEETINGS:

- A. The Board discussed final arrangements for the CASA Annual Conference to be held August 21-23, 2019 in San Diego, CA.
- B. President Kwok plans to attend the CSRMA Risk Management seminar to be held August 21, 2019 at CASA Conference. Directors Chen and Saadati are already registered to attend.

6. REPORTS:

There were none.

CUPERTINO SANITARY DISTRICT BOARD MEETING
MONDAY, AUGUST 19, 2019

7. UNFINISHED BUSINESS:

There was none.

8. NEW BUSINESS:

- A. The Board discussed the annual rate adjustment for the District Manager position. On a motion by Director Gatto, seconded by Director Saadati, by a vote of 5-0-0, the Board approved the District Manager rate increase from \$240.00 per hour to \$254.00 per hour to cover adjustment years 2018 and 2019, effective September 1, 2019 through the end of Fiscal Year 2019-20 (June 30, 2020) in accordance with the agreement for management and engineering services between the District and Mark Thomas & Co. Inc, dated August 15, 2017.

9. STAFF REPORTS:

- A. Manager Porter reported on the status of Prospect Pump Station.
- B. Manager Porter reported on the monthly maintenance report.

10. CLOSED SESSION:

President Kwok adjourned the regular meeting session and opened the closed session at 7:17 p.m. in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

President Kwok adjourned the closed session and the regular meeting was called to order at 7:26 p.m.

There was no reportable action.

11. NEXT MEETING:

The next regular District Board meeting is scheduled to be held on Wednesday, September 4, 2019. Director Bosworth informed the Board that he will not be able to attend the September 4, 2019 meeting and his absence was approved.

12. ADJOURNMENT:

On a motion properly made and seconded, at 7:30 p.m. the meeting was adjourned.

Secretary of the Sanitary Board

President of the Sanitary Board

Approved

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, AUGUST 7, 2019

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:00 p.m. in the Stevens Creek Office Center, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, California.

1. ROLL CALL:

Acting President Chen called the meeting to order and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: Angela S. Chen, William A. Bosworth, Taghi S. Saadati, John M. Gatto. Patrick S. Kwok was on excused absence.

Staff present: District Manager Benjamin Porter, District Advisor Richard K. Tanaka, and Counsel Marc Hynes.

Guests present: James Wawrzyniak, Jones Hall

2. MINUTES:

- A. On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 4-0-0, the minutes of Wednesday, July 17, 2019 were approved as written.
- B. By consensus, the Minutes of Wednesday, July 3, 2019 are to be Noted & Filed.

3. PERSONAL PRESENTATIONS:

There were none.

4. CORRESPONDENCE:

There was none.

5. MEETINGS:

- A. Regular meeting of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) meeting to be held August 8, 2019 was canceled.

6. REPORTS:

There were none.

7. UNFINISHED BUSINESS:

- A. The Board reviewed the loan agreement and debt management policy and discussed with James Wawrzyniak from Jones Hall. Staff was instructed to delete “must be approved by the Board” bullet point in the debt management policy. James Wawrzyniak reported that Jones Hall is still evaluating if this loan can meet the Federal tax exemption with the lower interest rate.

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On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 4-0-0, the Board approved Resolution No. 1315, approving debt management policy with changes noted above.

On a motion by Director Gatto, seconded by Director Bosworth, by a vote of 4-0-0, the Board approved Resolution No. 1316, authorizing execution of loan agreement which provides the flexibility of either tax exempt or taxable loan.

8. NEW BUSINESS:

- A. Staff reported that tax roll filing for FY 2019-2020 was submitted to the County.

9. STAFF REPORTS:

- A. District Manager Porter and District Advisor Tanaka reported on Prospect Pump Station. The construction package is out to bid with bid opening date of August 28, 2019 and with the award of contract by the Board at the September 4, 2019 Board Meeting. Staff reported that there will be an encroachment permit fee, most likely close to \$90,000, that will need to be paid to City of Saratoga.
- B. District Manager Porter reported on Smart Ball force main condition assessment. The assessment determined that there are no major concerns with the force mains that were investigated. On a motion by Director Gatto, seconded by Director Saadati, by a vote of 4-0-0, the Board voted to accept the report by Smart Ball.
- C. District Manager Porter and District Advisor Tanaka reported on status of flow study report through City of Santa Clara. Based on comments received from City of Santa Clara, revisions are being made to the hydraulic model future conditions and updating of the flow study report to be resubmitted to City of Santa Clara.
- D. District Manager Porter reported on Cupertino Village. The fees that were paid for connection were for building shells only.

10. CLOSED SESSION:

Acting President Chen adjourned the regular meeting session and opened the closed session at 8:01 p.m. in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

Acting President Chen adjourned the closed session and the regular meeting was called to order at 8:12 p.m.

There was no reportable action.

11. (This number was skipped on the agenda – no item 11 on the agenda)

CUPERTINO SANITARY DISTRICT BOARD MEETING
WEDNESDAY, AUGUST 7, 2019

12. NEXT MEETING:

A. Next regular District Board meeting is scheduled to be held on Monday, August 19, 2019.

Director Bosworth is excused from the meeting scheduled for September 4, 2019.

Director Chen is excused from the meeting scheduled for September 18, 2019.

Director Saadati is excused from the meeting scheduled for November 6, 2019.

13. ADJOURNMENT:

On a motion properly made and seconded, at 8:30 p.m. the meeting was adjourned.

Secretary Pro-Tem of the Sanitary Board

Acting President of the Sanitary Board



Memo

Item 8B

To: Board of Directors

From: Benjamin Porter, District Manager-Engineer

Date: September 4, 2019

Re: Prospect Pump Station

Background:

Bids for Prospect Pump Station was opened on August 28, 2019. There was only one bidder, Con-Quest Contractors, Inc. The total bid was \$1,275,151 as compared to the Engineers' Estimate of \$1,379,400 (See attached documents).

We anticipate Con-Quest will sign the contract and have insurance certificates and bonds prior to the Board meeting on September 4, 2019.

In addition, both Cities of Cupertino and Saratoga will require District to pay for an encroachment permit fees. City of Saratoga fee is \$77,200 which they will need payment first prior to issuance of permit.

Recommendation:

The Board to approve award of contract to Con-Quest Contractor, Inc. and a payment of encroachment permit fee to City of Saratoga.

Attached:

- 1) Con-Quest Bid documents
- 2) Bid Summary
- 3) City of Saratoga Encroachment Permit Application/Fee

CON-QUEST BID DOCUMENTS

BI-6 BID FORM-UNIT PRICE

To: CUPERTINO SANITARY DISTRICT
c/o MARK THOMAS & CO. INC.
20863 STEVENS CREEK BLVD., SUITE 100
CUPERTINO, CA 95014

Project: **PROSPECT PUMP STATION REHABILITATION PROJECT**

Date: August 28, 2019

Submitted by: Con-Quest Contractors, Inc.

Full Contractor Name

290 Toland Street

Full Address

San Francisco

Ca

94124

City

State

ZIP

415-206-0524

bidday@cqcontractors.com

Area Code Phone No.

Email

OFFER

- Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents and/or prepared by the Engineer for the above mentioned project; we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form in lawful money of the United States of America.
- We have included:
 - The security Bid Bond as required by the Instruction to Bidders.
 - All applicable Federal, State and Local taxes are included in the Unit Prices.

ACCEPTANCE

- This offer shall be open to acceptance and is irrevocable for twenty (20) days from the bid closing date. District intends to have the Board of Directors award this contract on September 4, 2019.
- If the District accepts this bid and award this contract, we will:
 - Execute the Agreement within five (5) days of receipt of acceptance of this bid.
 - Furnish the required bonds within seven (7) days of receipt of acceptance of this bid in the form described in Supplementary Conditions.
 - Commence work within ten (10) working days after written Notice to Proceed, expected on September 5, 2019.
- If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the District by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- In the event our bid is not accepted within the time stated above, the required Bid Bond will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended of time.

CONTRACT TIME

- If this Bid is accepted, we will:
 - Complete so that the new pump station is operational by December 1, 2019.
 - Complete the entire Work in **sixty-five (65) working days** from Notice to Proceed.

BID SCHEDULE

- UPDATED: 08-16-2019.

BID SCHEDULE						
ITEM	SSP	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CP-1	Mobilization	1	LS	160,000	160,000
2	CP-2	Clearing and Grubbing	1	LS	10,000	10,000
3	CP-3	Temporary Bypass Pumping System	1	LS	70,000	70,000
4	CP-4	Best Management Practices	1	LS	15,000	15,000
5	CP-5	Temporary Fences	300	LF	20	6,000
6	CP-6	Construction Area Sign	1	LS	7,500	7,500
7	CP-6	Remove Ex. Striping, temporary striping and final striping in-kind	820	LF	35	28,700
8	CP-6	Plastic K-Rail	450	LF	100	45,000
9	CP-6	Type 1 Barricade with sign	7	EA	33	231
10	CP-6	Type 3 Barricade with sign	4	EA	30	120
11	CP-6	Channelizer	150	EA	70	10,500
12	CP-6	Changeable Message Sign	3	EA	5,000	15,000
13	CP-6	Flashing Arrow, Type B	1	EA	4,000	4,000
14	CP-7	Remove Existing Concrete Sidewalk & Curb	1	LS	8,500	8,500
15	CP-8	Demolition - Existing Drywell	1	LS	35,000	35,000
16	CP-8	Demolition - Existing Wetwell	1	LS	50,000	50,000
17	CP-9	Rehabilitate Existing Wetwells Walls	1	LS	60,000	60,000
18	CP-9	DIP Pipes, Fittings and Appurtenances	1	LS	90,000	90,000
19	CP-9	Install 3-NT3153 pumps furnished by District via Shape Inc.	1	LS	25,000	25,000
20	CP-9	Install 12" connector between two wetwells	1	LS	7,000	7,000
21	CP-9	PVC Inside Drops (Total 3)	1	LS	13,200	13,200
22	CP-10	48" Dia. MH on De Anza (H=10.3')	1	EA	18,000	18,000
23	CP-10	48" Dia. MH on Prospect (H=21.3')	1	EA	70,000	70,000
24	CP-10	60" Dia. Sewer Manhole (H=25.5')	1	EA	90,000	90,000
25	CP-11	6" HDPE Directional Drilling	224	LF	400	89,600
26	CP-12	6" Quick Coupler and Enclosure	1	LS	20,000	20,000
27	CP-13	Concrete Pad for Electrical Cabinet	1	LS	5,000	5,000

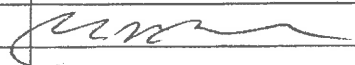
ITEM	SSP	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Ⓜ TOTAL
28	CP-13	Concrete Sidewalk and Rolled Curb	1050	SF	21	22,050 22,050
29	CP-14	Two Steel Bollards	1	LS	1250	1,250
30	CP-15	Decomposed Pedestrian Walkway	120	SF	100	12,000
31	CP-16	Restore Irrigation System	1	LS	2,000	2,000
32	CP-17	Install electrical pump control cabinet furnished by the District via Tesco	1	LS	12,500	12,500
33	CP-17	Install conduit and wires	1	LS	255,000	255,000
34	CP-17	Install Instrument and Control System furnished by the District via Tesco & Flygt	1	LS	12,000	12,000
35	CP-17	Electrical Startup	1	LS	5,000	5,000

TOTAL BID \$ 1,275,651

- In the event of any delays due to actions of the District or Engineer, extension of time will be granted accordingly for the total Contract Time. In the event of delays due to weather, utility conflicts or unavailability of materials to be incorporated in the Contract Work, time extensions will be granted in accordance with Caltrans Specifications. However, no additional payments for costs due to delays of any nature will be granted.
- Additional working days will not be granted to the Contractor if there are any days not worked by the Contractor for reasons other than those specified above. All time extension will be mutually agreed upon by District, Engineer, and Contractor.
- Contractor is responsible for obtaining all applicable permits and payment of all associated fees and taxes.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

- Bidder hereby acknowledges receipt and examination of all Contract Documents, performed all necessary Pre-Bid investigations, and receives the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder
1	August 16, 2019	

APPENDICES


- Submit the following Appendices included in Bidding Document BI-7 - Bid Form Supplements concurrent with Bid submission:
 - Appendix A: List of Subcontractors
 - Appendix B: Fees for Changes in the Work. Include the overhead and profit fees on Bidder's own Work and Work by Subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Price is based.


BID FORM SIGNATURES

The Corporate Seal of

Con-Quest Contractors, Inc.
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:


.....
(Authorized signing officer Title)
Paul N. Loukianoff - President
(Seal)


.....
(Authorized signing officer Title)
(Seal)

- If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BIDDING DOCUMENT BI-6

Dated: 08/28/2019 and which is an integral part of the Bid Form

- Bidder must provide the following Listed Subcontractor information in conformance with the California Public Contract Code where the value of the Subcontractor's work is or exceeds 1/2 of one percent (.05%) of the Base Bid or ten thousand dollars (\$10,000), whichever is greater. Failure to do so will render Bid Non Responsive.
- Bidder is reminded that Listed Subcontractors cannot be substituted by the Apparent Low Bidder after Bid has been submitted and opened, without District's formal approval.
- The following work will be performed (or provided) by subcontractors and coordinated by us:

Subcontractor Name	Address & Phone No.	License No.	Trade	\$ Value \$
Northwest Electrical (P)	175 B Street, Sunnyvale, Ca 94561 (P) 925-881-8880 (P)	915002 (P)	Dis tributing (P)	
Elec. Electrical, Inc. (P)	70 Blanchard Ave, San Jose, Ca 95110 (P) 408-831-6615 (P)	523078 (P)	Electrician (P)	
Sierra Traffic Markings	9725 Del Road, Suite B, Roseville, Ca 94747 916-774-9080	755317	Striping/Traffic Control	20,000
Construction (P)	26056 Viking Street, Hayward, Ca 94741 (P) 510-264-0225 (P)	800006 (P)	Striping/Traffic Control (P)	
Bailey's Trenchless	113 Court Street, Woodland, Ca 95695 530-662-1113	780747	Directional Drilling	12,000
Blocka Construction	4455 Enterprise Street, Fremont, Ca 94538 510-657-3686	679326	Electrical	168,000

4221 APPIAR Way, EL Sobrante, CA 94803 Lic# 878364 30,000
 APPENDIX B – FEES FOR CHANGES IN THE WORK. 510-222-5556 CONTRACT/REHAS PARTIAL

- Attach a separate document stating the overhead and profit fees on Bidder's own Work and Work by Subcontractors, applicable for Changes in the Work.

END OF BIDDING DOCUMENT BI-7

CD-5 BIDDERS BOND

KNOW ALL MEN BY THESE PRESENT:

THAT WE Con-Quest Contractors, Inc.

as PRINCIPAL, and Hartford Fire Insurance Company

as SURETY, are held and firmly bound unto the Cupertino Sanitary District in the penal sum of TEN PERCENT (10%) of THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Cupertino Sanitary District ("District") for the work described below; for the payment of which sum in lawful money of the United States, well and truly, to be made to the Cupertino Sanitary District to which said bid was submitted, we bind ourselves; our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

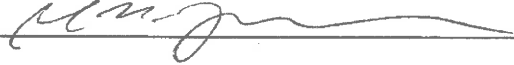
THAT, WHEREAS, the Principal has submitted the above mentioned bid to the Cupertino Sanitary District, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the District Manager, 20863 Stevens Creek Blvd, Suite 100, California 95014, on **Wednesday, August 28, 2019 at 2:00 P.M.**

PROSPECT PUMP STATION REHABILITATION PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specification, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three bonds with the District, one to guaranty faithful performance, one to guaranty payment for labor and materials another to guaranty correction of defective materials or workmanship as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue. 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 attorney's fee to be fixed by the court.

PROSPECT PUMP STATION REHABILITATION PROJECT

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
21st day of August, 2019.

By  (Seal)

PAUL N. LOUKIANOFF - President (Seal)

Con-Quest Contractors, Inc. (Seal)
Principal

By  (Seal)

Jeff Parkhurst, Attorney-in-Fact (Seal)

Hartford Fire Insurance Company (Seal)
Surety

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Accompanying this proposal is either (check appropriate box)

CASH (\$_____)

CASHIER'S CHECK

BIDDER'S BOND

END OF CONTRACT DOCUMENT CD-5

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: EDGEWOOD PARTNERS INSURANCE CENTER

Agency Code: 57-141991

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Patricia Lynn Drew, Deepa Neupane, Jonathan Russell, Kathleen Beck, Jeff Parkhurst of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
 Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President 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 is still in full force effective as of **August 21, 2019**

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

BID SUMMARY

District Capital Improvement Fiscal Year 2019-2020

Bid Summary for Prospect Pump Station Rehabilitation

Agency		Cupertino Sanitary District			Application ID:			
Project Description		Prospect Pump Station Rehabilitation						
Project Location		Cupertino, CA						
Prepared by: RKT/ED/CD		Engineer's Estimate				Con-Quest		Cont
Item No.	Item Description	Quantity	Units	Unit Cost	Total	Unit Cost	Amount	Unit Cost
1	Mobilization	1	LS	\$115,000.00	\$115,000.00	160,000	\$160,000	
2	Clearing & Grubbing	1	LS	\$10,000.00	\$10,000.00	10,000	\$10,000	
3	Temporary Bypass Pumping System	1	LS	\$35,000.00	\$35,000.00	70,000	\$70,000	
4	Best Management Practices	1	LS	\$5,000.00	\$5,000.00	15,000	\$15,000	
5	Temporary Fences	300	LF	\$25.00	\$7,500.00	20	\$6,000	
6	Construction Area Sign	1	LS	\$10,000.00	\$10,000.00	7,500	\$7,500	
7	Remove Ex. Striping, Temporary Striping and final striping In Kind	820	LF	\$25.00	\$20,500.00	35	\$28,700	
8	Plastic K-Rail (Temporary Railing)	450	LF	\$50.00	\$22,500.00	100	\$45,000	
9	Type 1 Barricade with Sign	7	EA	\$600.00	\$4,200.00	33	\$231	
10	Type 3 Barricade with Sign	4	EA	\$2,000.00	\$8,000.00	30	\$120	
11	Channelizer	150	EA	\$60.00	\$9,000.00	70	\$10,500	
12	Changeable Message Sign	3	EA	\$12,000.00	\$36,000.00	5,000	\$15,000	
13	Flashing Arrow, Type B	1	EA	\$6,000.00	\$6,000.00	4,000	\$4,000	
14	Remove Existing Concrete Sidewalk	1	LS	\$8,000.00	\$8,000.00	8,500	\$8,500	
15	Demolition - Existing Drywell	1	LS	\$90,000.00	\$90,000.00	35,000	\$35,000	
16	Demolition - Existing Wetwell	1	LS	\$30,000.00	\$30,000.00	50,000	\$50,000	
17	Rehabilitate Existing Wetwells Walls	1	LS	\$150,000.00	\$150,000.00	60,000	\$60,000	
18	DIP Pipes, Fittings and Appurteances	1	LS	\$200,000.00	\$200,000.00	90,000	\$90,000	
19	Install 3-NT3153 pumps furnished by District via Shape Inc.	1	LS	\$90,000.00	\$90,000.00	25,000	\$25,000	
20	Install 12" connector between two wetwells	1	LS	\$10,000.00	\$10,000.00	7,000	\$7,000	
21	PVC Inside Drop (Total 3)	1	LS	\$24,000.00	\$24,000.00	13,200	\$13,200	
22	48" Dia. MH on De Anza (H=10.3')	1	EA	\$10,000.00	\$10,000.00	18,000	\$18,000	
23	48" Dia. MH on Prospect (H=21.3')	1	EA	\$25,000.00	\$25,000.00	70,000	\$70,000	
24	60" Dia. Sewer Manhole (H=25.5')	1	EA	\$36,000.00	\$36,000.00	90,000	\$90,000	
25	6" HDPE Directional Drilling	224	LF	\$700.00	\$156,800.00	400	\$89,600	
26	6" Quick Coupler and box and lid	1	LS	\$6,000.00	\$6,000.00	20,000	\$20,000	
27	Concrete Pad for electrical cabinet	1	LS	\$5,000.00	\$5,000.00	5,000	\$5,000	
28	Concrete Sidewalk & Rolled Curb	1050	SF	\$18.00	\$18,900.00	21	\$22,050	
29	Two Steel Bollards	1	LS	\$6,000.00	\$6,000.00	1,250	\$1,250	
30	Decomposed pedestrian walkway	120	SF	\$50.00	\$6,000.00	100	\$12,000	
31	Restore irrigation system	1	LS	\$4,000.00	\$4,000.00	2,000	\$2,000	

32	Install electrical pump control cabinet furnished by the District via Tesco	1	LS	\$90,000.00	\$90,000.00	12,500	\$12,500
33	Install Conduit & Wire	1	LS	\$50,000.00	\$50,000.00	255,000	\$255,000
34	Install Instrument and Control System furnished by the District via Tesco & FLYGT	1	LS	\$50,000.00	\$50,000.00	12,000	\$12,000
35	Electrical Startup	1	LS	\$25,000.00	\$25,000.00	5,000	\$5,000
				Total Construction Items:	\$1,379,400.00		\$1,275,151.00
CON-QUEST CONTRACTOR TOTAL BID							\$1,275,651.00
TOTAL OFF BY \$500.							

CITY OF SARATOGA
ENCROACHMENT
PERMIT

CITY OF SARATOGA

Fee: \$ 77,200.00
Receipt#: _____

Application #: _____
Date: 8/19/2019

APPLICATION FOR ENCROACHMENT PERMIT

The undersigned hereby applies to the City of Saratoga for an ENCROACHMENT PERMIT under the terms of Articles 10-15 and 10-20 of Chapter 10 of the City Code and do Indemnify the City pursuant to Article 10-20.090.

Name of Street or Other Public Property: Southeast corner of Sunnyvale-Saratoga Road and Prospect Road
Nature and Location of Encroachment (Attach plan or sketch as required):
Cupertino Sanitary District Prospect Pump Station Rehabilitation Project

For Emergency Repair Contact: Frank Quach, Cupertino Sanitary District 253-7071
Engineering Estimate (cost of project): \$ Work within City of Saratoga \$817,000

WORKMAN'S COMPENSATION CERTIFICATE

I, the undersigned certify that I am familiar with California Labor Code Section 3700 & 3800 covering Workman's Compensation Insurance and the certification of insurance or a consent to self-insure for Workman's Compensation Insurance as condition to issuance of a permit by the City. I hereby certify as follows:

I have filed with you, the certificate required by California Labor Code Section 3800 (1) or (2) or (3) or _____ Cupertino Sanitary District will retain Contractor to perform this work.
_____ in the performance of the work for which this permit is being issued, I shall not engage or employ any person or entity in any manner so as to become subject to the Workman's Compensation Laws of California.

Until I notify the City to the contrary, in writing, my place of residence (or permanent business address) for all purposes of notice called for under Section 10-20.110 of the City Code shall be set forth below:

NAME: Richard Tanaka, Cupertino Sanitary District TELEPHONE No.: 408 253-7071

ADDRESS: 20863 Stevens Creek Blvd. Suite 100, Cupertino, CA 95014

E-MAIL: rtanaka@markthomas.com

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Executed at Saratoga, California, this 19th day of August, 2019.

By: Richard Tanaka, Cupertino Sanitary District



APPLICANT NAME

APPLICANT SIGNATURE

If you have any questions regarding the issuance of the permit, please call 408-868-1261.

In addition, all applicants must contact this number at least 24 hours prior to commencement of work.

ENCROACHMENT PERMIT

Permission is hereby granted to the above named applicant to perform the work specified at the location in the above application, subject to the following conditions:

Public Works Conditions Attached from Design Review Process Yes or No

Inspection #1. _____ #2. _____

COMPLETION NOTICE

This work has been inspected and found complete

as of _____

This does not release the permittee of other obligations under Articles 10-15 & 10-20 of Chapter 10 of the City Code.

This Permit is good until revoked or expires in accord with its terms.

Dated this _____ day of _____, 20____
CITY OF SARATOGA, A municipal Corp.

Poh Yee, PE, CBO, QSD/P
Construction Engineer/ Plan Examiner

**INSTALLER'S
A_G_R_E_E_M_E_N_T**

(AMENDMENT NO. 1)

THIS INSTALLER'S AGREEMENT AMENDMENT NO. 1 ("Agreement"), made this _____ day of _____, 2019, between the CUPERTINO SANITARY DISTRICT of Santa Clara County, California, a public corporation duly organized and existing under Part I Division 6 of the Health and Safety Code of the State of California, hereinafter called "District," and Sand Hill Property Company, a California Limited Liability Company, hereinafter called "Installer";

W_I_T_N_E_S_S_E_T_H

WHEREAS, the parties previously entered into that certain Installer's Agreement executed on October 28, 2015 for the development of "The Hills at Vallco" to work correlatively in the planning phase to determine the needs and the requirements for sanitary sewer services.

WHEREAS, District is the owner and operator of a sanitary sewer system and facilities along Wolfe Road which provides sewer service to the real property. District has determined that the sewer main on Wolfe Road from Manhole No. T-472 (located just south of the Perimeter Road tunnel crossing) to T-177 (located at the intersection of Wolfe Road and Pruneridge Avenue) does not have sufficient capacity, currently running at d/D (depth of water over diameter of pipe) at 1.5. The length of the sewer main is approximately 2,700 feet and crosses I-280.

WHEREAS, the original project proposal entitled, "The Hills at Vallco" was not approved by the City of Cupertino. As of September 4, 2019, the current proposal and status is as follows:

- 1) City of Cupertino approved "Vallco Town Center SB 35 Project", Case No. DP-2018-02, on September 21, 2018 based on SB35 guidelines and includes the following uses:

a. Total Residential	2,402 Units
b. Office	1,981,447 Square Feet
c. Retail	485,912 Square Feet
d. Restaurants	84,000 Square Feet
e. Amenity Space	308,000 Square Feet
- 2) Friends of Better Cupertino filed a lawsuit challenging the City's approval of the Vallco Town Center SB 35 Project on October 16, 2018. The case is still pending law suit.

WHEREAS, the Installer has submitted two separate advance projects as follows:

- 1) Vallco Town Center, "Make Ready Utility Package" CuSD Permit No. 18-227 and includes the demolition of existing parking structure and excavation for the underground parking structure.

This project will impact Cupertino Sanitary District facility as follows:

Demolition				
USMH	DSMH	Length (feet)	Diameter (in)	Material
T-476	T-475	271	8	VCP
T-475	Unmarked	162	12	PVC SDR26
Unmarked	Unmarked	35	12	PVC SDR26
Unmarked	T-474	277	12	PVC SDR26
T-472	T-473	284	15	VCP
T-473	T-474	150	15	VCP

New Construction				
USMH	DSMH	Length (feet)	Diameter (in)	Material
T-476	MH #6	386	15	PVC SDR26
MH #6	MH #5	225	15	PVC SDR26
MH #5	T-474	100	15	PVC SDR26
T-472	MH #2	216	24	PVC SDR26
MH #2	MH #3	64	24	PVC SDR26
MH #3	MH #4	134	30	PVC SDR26
MH #4	T-474	98	30	PVC SDR26
Manholes		5		

- 2) Vallco Town Center – Demolition, Zone A2 Portion of the west side (991,640 SF) which will require capping the sanitary sewer lateral.

NOW, THEREFORE, IT IS AGREED, as follows:

1. **FINAL DESIGN PHASE:** Installer shall submit final plans at 65% and at 100% design phase to allow District to review and provide comments. Installer shall install, or cause to be installed, the said sanitary improvements in strict accordance with the plans, profiles and specifications approved by District. Installers' engineer shall submit final plans for District review and approval. Approval of the plans does not relieve of the Installer if District, in construction phase, determined that the design needs to be revised or updated as required. Construction may not proceed until District has approved said sewer improvement plans and other conditions of this Agreement are met.

2. **SEWER CONSTRUCTION:** Installer shall install, or cause to be installed, the said sanitary improvements in strict accordance with the plans, profiles and specifications approved by District. Installer further hereby agrees to pay any and all costs in connection with the construction of said sanitary sewer facilities, including, but not limited to, materials, work, inspection, supervision, legal, engineering, recording and all incidental expenses before final acceptance thereof by District.

a) This project is anticipated to be implemented in phases as follows:

A. Vallco Town Center, “Make Ready Utility Package” CuSD Permit No. 18-227

i. Installer shall construct on-site sewer system, which once accepted, will be owned and maintained by the District. These facilities include:

New Construction				
USMH	DSMH	Length (feet)	Diameter (in)	Material
T-476	MH #6	386	15	PVC SDR26
MH #6	MH #5	225	15	PVC SDR26
MH #5	T-474	100	15	PVC SDR26
T-472	MH #2	216	24	PVC SDR26
MH #2	MH #3	64	24	PVC SDR26
MH #3	MH #4	134	30	PVC SDR26
MH #4	T-474	98	30	PVC SDR26
Manholes		5		

ii. 60 days prior to construction, Installer shall submit the following documents:

1. Plans for approval by the District
2. Legal description and plats for the new sanitary sewer easements
3. Post-performance and material bonds in the amount of \$350,000
4. Pay fees per Section 5 and deposit fees per Section 6.

iii. Installer shall hydro-flush and clean the sewer mains and laterals in presence of District Inspector.

iv. Installer shall perform closed circuit television video (CCTV) inspection.

v. Installer shall provide to District CCTV for review.

vi. Once District has approved CCTV and the installation, District will initiate acceptance of the onsite sanitary sewers and begin one-year warranty period.

vii. As each building or tenant occupancy is issued a building permit from City of Cupertino, District will review building permit application and provide City with our comments/recommendation and/or approval. District will continue to track number of lateral connections and change in use fee. If change in use fee exceeds previously approved usage, additional fee will be payable to the District.

viii. When the building or tenant occupancy is 50% completed, Installer shall hydro-flush and clean the entire main and lateral constructed as part of this project in presence of District Inspector.

ix. When the building or tenant occupancy is 100% completed, installer shall hydro-flush and clean the entire main and lateral constructed as part of this project in presence of District Inspector and provide CCTV of all mains and laterals constructed.

x. Installer shall provide CCTV for District review and approval.

B. Second/Subsequent Completion Phases-All Offsite Sanitary Sewer and lateral connection to new buildings.

i. Installer shall complete all off-site sewer construction, generally consisting of:

Either a parallel line or replacement of existing sewer main with larger size on Wolfe Road from Manhole No. T-472 (located just south of the Perimeter Road tunnel crossing) to T-177 (located at the intersection of Wolfe Road and Pruneridge Avenue). The length of the sewer main is approximately 2,700 feet and crosses I-280.

ii. 100 days prior to construction, Installer shall submit the following documents:

1. Plans for approval by the District
2. Encroachment Permit from State of California for crossing I-280
3. Legal description and plats for the new sanitary sewer easements
4. Post-performance and material bonds (amount to be determined with the submittal of plans)
5. Deposit additional funds for District administration services as determined by the District Engineer-Manager.

iii. Installer shall hydro-flush and clean the sewer mains in presence of District Inspector.

iv. Installer shall CCTV all mains.

v. Installer shall provide to District CCTV for review.

vi. Once District has approved CCTV and the installation, District will initiate acceptance of the offsite sanitary sewers and begin one-year warranty period.

3. INSPECTION: Installer hereby agrees to provide and assure said District and its employees, and any person or persons designated by it, the right to inspect said sanitary sewer facilities and the plans, materials and work thereof at any reasonable time or times before, during or after such are installed.

4. PAYMENT OF FEES TO BE PAID BY INSTALLER: Installer further hereby agrees to pay:

Development Fees				
Residential Development (O.C. 7201)				
Type	# of Units	Units	\$/Unit	Total \$
Townhouse/Condominium consists of 50 Co-Housing, 83 Townhouse, 283 Lofts, 165 Terrace and 132 Tower units	713	Unit	\$9,847.00	\$7,020,911
Multiple Dwelling consists of Traditional units	1,689	Unit	\$8,173.00	\$13,804,197
Non-Residential Development (O.C. 7202)				
Type	Square Feet	Units	\$/Unit	Total \$
Office	1,838,947	SF	\$1.27	\$2,335,463
Commercial Retail Store (less than 5,000 SF)	485,912	SF	\$1.52	\$738,586
Full-Service Restaurant	84,000	SF	\$19.49	\$1,637,160
TOTAL DEVELOPMENT FEES				\$25,536,317

Treatment Plant Capacity Fees				
Residential Capacity Fee (O.C. 7301)				
Type	# of Units	Units	\$/Unit	Total \$
Townhouse/Condominium	713	Unit	\$2,497.00	\$1,780,361
	1,689	Unit	\$2,009.00	\$3,393,201
Non-Residential Capacity Fee (O.C. 7302)				
Type	# of Units	Units	\$/Unit	Total \$
Office	1,838,947	SF	\$0.89	\$1,636,663
Commercial Retail Store (less than 5,000 SF)	485,912	SF	\$0.97	\$471,335
Full-Service Restaurant	84,000	SF	\$15.51	\$1,302,840
TOTAL TREATMENT PLANT CAPACITY FEES				\$8,584,399

The above fees total \$34,120,716.

With the execution of this amendment, the Installer shall pay \$340,000. Prior to approval and issuance of each building permit by City of Cupertino, the Installer shall pay both development and treatment plant fees based on building permit application for type of uses and sizes. The \$340,000 fee deposited by the Installer will be credited to fees due at the time of building permit.

5. DEPOSITS BY INSTALLER: Installer has deposited to District a sum of \$20,000 in the previously entered Installer's Agreement executed on October 28, 2015 for conceptual and preliminary phase for the Vallco Redevelopment. This fee has been expended. With this amendment, the Installer shall deposit an additional fee in the amount of \$80,000 to cover the cost of District administration fees which includes the cost for examination of plans, checking of specifications, inspection, construction oversight, management, and other similar engineering charges, together with all costs of administration, supervision, legal, recording and other incidental expenses in connection therewith as defined in District Operations Code.

When the deposit amount is expended to 70%, District will determine additional fee required to be deposited based on project status and estimated level of work required to complete. Installer shall agree to deposit additional fee as requested by the District. Any balance of said sum remaining on the District administration fees deposit after payment of all such charges and costs shall be refunded to Installer. No interest shall be paid by District on the money so refunded. If the deposit for District administrative fees is insufficient to pay all such charges and costs, Installer hereby agrees to pay all such charges and costs in excess of the sum so deposited prior to the acceptance of the said sanitary sewer improvements.

6. LANDS, EASEMENTS OR RIGHTS OF WAY: In the event that any lands or easements are required for the extension of the public sewer, the construction of any improvements, or the making of connections, installer shall, at its sole cost and expense and at no cost or expense to District, procure, or cause to be procured, and have accepted by District a proper deed, easement or grant of land or right of way sufficient in law to allow the construction and maintenance of such improvements, extension or connection.

Installer further warrants that prior to the time of the execution of any such conveyance to District, whether by deed, easement or grant of land or right of way, the Installer has not conveyed the same

estate or interest, or any right, title or interest therein, to any person other than District; and that such estate or interest is, at the time of the execution of such conveyance, free from encumbrances done, made or suffered by the owner or any person claiming under Installer.

7. SECURITY FOR PERFORMANCE OF WORK:

(a) Performance and Payment Bonds. As security for performance of all work necessary for construction of the sanitary sewer facilities and for payment of all labor and material costs pertaining thereto, Installer or its contractor shall furnish to District two separate performance and payment bonds, on forms provided by District for each phases of project in which District will ultimately take ownership of the constructed sewer facilities. The amount of bonds will be determined from time to time as required.

The performance and payment bonds shall be issued by a surety company admitted to transact business in the State of California, as approved by the District Manager-Engineer, and shall remain in full force and effect at all times during the performance of the work until accepted by the District and replaced with Warranty Bond

(b) Certificate of Deposit As Security. As an alternative to the delivery of performance any payment bonds pursuant to Paragraph (a) above, Installer may elect to deliver to District a Certificate of Deposit payable to District and issued by a bank acceptable to District, in an amount equal to the estimated cost to construct all improvements contemplated by this Agreement, as determined by the District Manager-Engineer. In the event of any default hereunder, District shall be entitled to withdraw any portion or all of the amount deposited, irrespective of any interest or penalty that may be charged by the bank for early withdrawal, and District may utilize the funds to complete any unfinished work, or to correct any defective work, or to compensate District for any damage suffered or costs incurred as a result of Installer's default.

(c) Reduction of Security Upon Completion. Upon completion of all construction work and final acceptance of the Sanitary Sewer Facilities by District, Installer may reduce the performance bond or the certificate of deposit, as the case may be, to an amount equal to ten percent (10%) of the original security amount, to secure Installer's obligation hereunder to correct work which is found to be defective or not constructed in accordance with the Approved Plans and Specifications, for a period of one (1) year from the date of final acceptance of the work by District. At the termination of the one (1) year warranty period on any completed improvements, District shall authorize the surety to cancel the bonds, or District shall refund to Installer any balance of the Certificate of Deposit, except for any amount determined by the District Manager-Engineer to be needed for the repair or replacement of any defects subject to warranty under this Agreement, as identified in writing by the District Manager-Engineer. Installer shall be entitled to any unused interest that may have accrued on the certificate of deposit returned by District to Installer.

8. COMPLIANCE WITH ORDINANCES, RULES AND REGULATIONS: Installer shall comply with all District ordinances, rules and regulations, as now or hereafter amended. Installer must also comply with all State, County, City, and other agency regulations, rules and ordinances affecting, in any manner, the construction of sanitary sewer facilities, and shall obtain any and all necessary permits and shall pay all fees and charges relating thereto or required therefore.

9. TRANSFER OF TITLE: Upon completion of the construction of said sanitary sewer facilities by Installer and final approval thereof by District, title to said sanitary sewer improvements shall be transferred and conveyed to District. Installer waives any and all rights or

claim he may have to or for any other consideration from District for said transfer of title, except as is otherwise provided by this Agreement.

10. INDEMNIFICATION: Installer shall defend, indemnify and hold District, the District Manager-Engineer, Mark Thomas & Co. Inc., the County of Santa Clara and the City in which the referred to real property is situated, their officers, agents and employees, free and harmless from any liability or claim of liability for costs and expenses incurred, directly, or indirectly, by Installer in the construction of the sanitary sewer facilities, which are the subject of this Agreement. Installer further agrees to require his contractor to maintain full insurance coverage of not less than standard limits, and to defend, indemnify and hold the District, the District Manager-Engineer, Mark Thomas & Co. Inc., and the City in which the referred to real property is situated, their officers, agents and employees, free and harmless from any damage or claim of damage for injury to person or property arising from the activities of Installer and its contractor in the performance of this Agreement.

11. COSTS OF SUIT: In the event legal action is necessary in order to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including reasonable attorney fees.

12. SCOPE OF AGREEMENT: This writing constitutes the entire Agreement between the parties, and no modification or waiver of all or any part thereof shall be valid unless in writing and signed by both parties hereto. Waiver by either party of any breach of this Agreement shall not be deemed waiver of any subsequent breach of the same or of any other provision of this Agreement. If any part of this Agreement is held to be indefinite or uncertain or unenforceable, such determination shall not invalidate any other part of this Agreement. This Agreement shall bind and insure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

“DISTRICT”
CUPERTINO SANITARY DISTRICT
Santa Clara County, California

By: _____
President of the Sanitary Board of said District

ATTEST:

Secretary of said District

“INSTALLER”
SAND HILL PROPERTY COMPANY, LLC
A California Limited Liability Company

By: _____
Name: _____
Title: _____

Our Mission:

- To protect the public health and environment.
- To provide for safe and cost-efficient collection of sewage waste.
- To provide for effective conveyance to the Treatment Plant.

We are pleased to present this Annual Report of the Cupertino Sanitary District (CuSD) recognizing 62 years of service to over 23,000 customers within the communities of Cupertino, portions of Saratoga, Sunnyvale, Los Altos and unincorporated areas within Santa Clara County.

CuSD covers approximately 15 square miles, serving a population of over 50,000 with more than 23,000 residential and business units. The District owns and manages over one million lineal feet of sewer mains, half a million lineal feet of sewer laterals, 17 pump stations, 4,000 manholes and flushing inlets, and one equipment storage facility. CuSD conveys nearly 5-million gallons of wastewater daily from our customers for treatment at the San Jose/Santa Clara Regional Wastewater Facility.

CuSD's collection system, much of which is more than 50 years old, has been maintained proactively with regular cleaning and development of a Capital Improvement Program (CIP) aimed at improving efficiency as well as extending its useful service life.

Board of Directors

John M. Gatto • William A. Bosworth • Angela S. Chen
Patrick S. Kwok • Taghi S. Saadati

District Staff

Benjamin Porter - District Manager-Engineer
Richard Tanaka - District Advisor
Mark Thomas & Company, Inc.

Marc Hynes - District Counsel, *Atkinson-Farasy, LLP*



2019 ANNUAL REPORT



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EMERGENCY RESPONSE SERVICE
CALL US FIRST
(408) 253-7071**

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PIN PRESORT



Phone: 408.253.7071 Fax: 408.253.5173
www.cupertinoanitarydistrict.org

20863 Stevens Creek Boulevard
Suite 100
Cupertino, CA 95014

Item 9A



Flush Responsibly

Non-flushable items, including disposable wipes, have been observed in the sewer collection system and are often the cause of sewer backups or pump station failure.

Baby and disposable wipes are proving to be an increasing problem. They do not break down in the sewer system and get caught up on roots in the line and in our pump stations. This causes sewer backups and interferes with proper operation of our pumps.

The toilet is not a trash can. The only thing you should be flushing is human waste and toilet paper. Disposable does not mean flushable.



Prospect Pump Station Construction Project

Prospect Pump Station was originally constructed in 1959 and last upgraded in 1972. This pump station is located at the southeast corner of Sunnyvale-Saratoga Road (De Anza Blvd.) and Prospect Road and serves all residents in the City of Saratoga within our service area and portion of City of Cupertino south of Prospect Road.

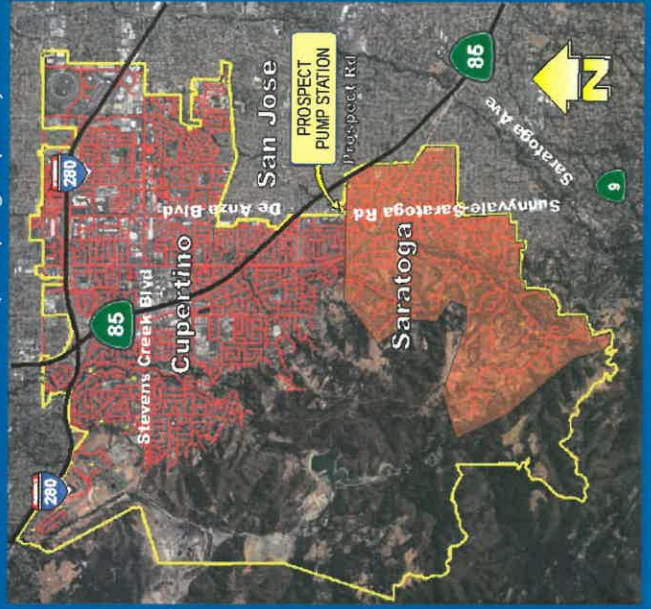
This pump station serves approximately 1/3 of District's service area and has the pumping capacity rate of 1,400 gallons per minute.

Early this year, there was a major unexpected pump failures, which caused significant disruptions to our neighbors and sanitary sewer spill into Rodeo Creek.

The District will be rehabilitating this pump station and the construction will commence late September 2019 through December 20, 2019.

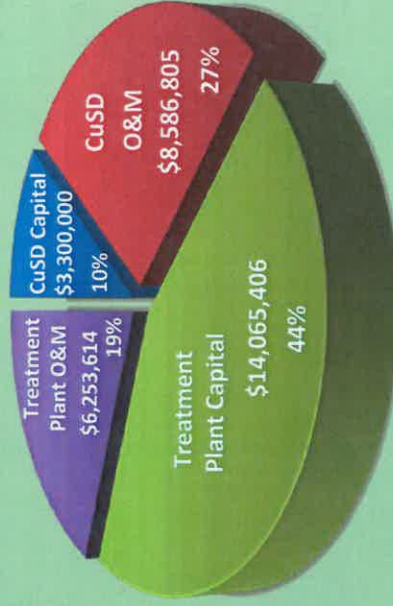
For the next 3 months, if you are traveling or using Sunnyvale-Saratoga Road (De Anza Blvd.) and Prospect Road intersection, please be patient.

1. CALL US AT (408) 253-7071 IF YOU HAVE ANY QUESTIONS.
2. EXPECT TRAFFIC DELAY.
3. USE ALTERNATIVE ROUTES.



Facts & Figures

Operating Budget for FY 2019-20:



Upcoming Issues for FY 2019-20 and Notable Accomplishment for FY 2018-19

- Note that our payment to City of San Jose for the treatment cost is over \$21 million. Our revenue from our rate payers is going to be \$18.1 million.
- District is in the process of securing a short term financing to pay City of San Jose upcoming capital treatment cost.
- Completed Smoke Testing to identify Inflow and Infiltration to ultimately reduce peak discharge flow to the Treatment Plant.
- Worked with Cities of Cupertino and Saratoga for their updating of the General Plan