

**WET WEATHER FLOW MANAGEMENT PROJECT COMMITTEE**

**RESOLUTION ACCEPTING COMPLETION OF WORK AND  
DIRECTING FILING OF NOTICE OF COMPLETION  
(Wet Weather Flow Management Project)**

**RESOLUTION NO. 10-2013**

**RESOLVED**, by the Wet Weather Flow Management Project Committee of the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, that:

**WHEREAS**, the Sewer Authority Mid-Coastside (“SAM” or “Authority”) has undertaken, on behalf of the Granada Sanitary District (“Granada”) and the Montara Water & Sanitary District (“Montara”) as the participating member agencies under the terms of the SAM Joint Powers Agreement, a project known as the Wet Weather Flow Management Project (“Project”), to be constructed on property, identified as San Mateo County Assessor’s Parcel No. 047-262-010, owned by Granada;

**WHEREAS**, Granada has conveyed to the Authority an easement over the property owned by Granada in which the Project would be constructed and, upon its completion, owned, maintained, and operated by the Authority; and the Authority by its Resolution No. 3-2012, adopted on April 23, 2012, has accepted the easement;

**WHEREAS**, the Authority entered into a contract, dated as of May 8, 2012, with Stoloski & Gonzalez, Inc. (the “Contractor”) for the construction of the Project (the “Work”) as described in the contract documents, entitled “Wet Weather Flow Management Project Phase 1 – 200,000 Gallons,” on file at the office of this Authority;

**WHEREAS**, the Contractor has notified the Authority’s engineer, pursuant to Section F8-08 of the contract documents, that the Work has been completed; and

**WHEREAS**, the Authority’s engineer has inspected and recommended acceptance of the Work and, pursuant to Section F8-09 of the contract documents, submitted to this Board a final progress pay estimate;

**NOW, THEREFORE, IT IS DETERMINED AND ORDERED**, as follows:

1. The Work is accepted as complete, and the final progress pay estimate is accepted.
2. Such acceptance is not to be construed by either the Contractor or its surety as a waiver of their obligation to repair and replace, and totally protect the Authority from loss or damage made evident, for the period set forth in the contract documents, resulting from or caused by defective materials or faulty workmanship.
3. The Manager shall file, pursuant to Section 9204 of the California Civil Code, a Notice of Completion with respect to the Work.

4. As a condition of the final payment to be made to the Contractor, the Contractor has:
  - A. Provided to the Authority, pursuant to Section F2-03 of the contract documents, a maintenance bond in the amount of 20% of the Contract Price, with a corporate surety approved by the Authority, to guarantee the correction of failure due to materials or workmanship provided or done by the Contractor, including the repairs of any damage to other parts of the Authority's wastewater system resulting from such defects; and
  - B. Executed the Release of Contract in the form set forth in Section E-4 of the Contract Documents.
5. The Authority shall pay the Contractor the amount set forth in the final progress pay estimate, after deducting therefrom all previous payments and such other lawful amounts as the terms of the Contract prescribe, and also retaining the amount of \$5,000 to cover the estimated cost of revegetating the Project area, any remaining balance of the retained amount following such revegetation to be returned to the Contractor.

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Wet Weather Flow Management Project Committee of the Board of Directors of the Sewer Authority Mid-Coastside, at a meeting thereof held on the 24<sup>th</sup> day of June, 2013 by the following vote:

AYES: Woren, Harvey, Alifano, Lohman, Boyd, Kowalczyk

NOES: None

ABSENT: None

  
Secretary