

**A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AGREEMENT FOR WASTEWATER TREATMENT FACILITY
BOUNDARY SURVEY**

RESOLVED, by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, as follows:

WHEREAS, this Board desires to survey the boundaries of the Sewer Authority Mid-Coastside Wastewater Treatment Facility; and

WHEREAS, there has been presented to this Board a proposed agreement by and between the Authority and Towill, Inc. for the boundary survey services.

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

1. The above recitals are true and correct.
2. That certain agreement entitled "Contract for Wastewater Treatment Facility Boundary Survey", by and between the Authority and Towill, Inc., Exhibit A hereto, is hereby adopted by this Board.
3. The Board agrees to compensate Towill, Inc. \$5,300.00 upon satisfactory completion of the Boundary survey.
4. The Chairman is hereby, authorized and directed to execute the agreement on behalf of the Authority, and the Secretary is hereby authorized and directed to countersign same.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of the resolution duly passed and adopted by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, at a regular Board meeting thereof held on the 23rd day of November, 1992, by the following vote:

AYES, and in favor thereof,

OKONEK, PROSSER, PATTERSON,
WALL, BRIODY, PASTORINO.

NOES,

NONE.

Directors:

ABSENT,


NONE.

Directors:

ABSTAIN,

NONE.

Directors:


Chairman
Sewer Authority Mid-Coastside

COUNTERSIGNED:



Secretary
Sewer Authority Mid-Coastside

EXHIBIT A

CONTRACT FOR

WASTEWATER TREATMENT FACILITY BOUNDARY SURVEY

SEWER AUTHORITY MID-COASTSIDE
A Joint Powers Authority

AND

TOWILL, INC.
Licensed Land Surveyor

This Contract, made this day November 23, 1992, by and between the Sewer Authority Mid-Coastside, a Joint Powers Authority, consisting of the City of Half Moon Bay, the Granada Sanitary District and the Montara Sanitary District (hereinafter referred to as SAM) and Towill, Inc. (herein after Surveyor) as follows:

PURPOSE

The purpose of this Contract is to establish the Surveyor's scope of services and other requirements necessary to perform surveying services for SAM.

SCOPE OF SERVICE

The services to be provided hereunder include the following:

1. Establish the property lines and corners of the legal parcel which contains the SAM facilities in Half Moon Bay (site) (APN # 048-240-030).
2. Set permanent corners for Site consisting of cement and re-bar (cement and brass disk type is acceptable).
3. Establish reference ties for the corners whenever possible. All reference points must be of a semi-permanent and easily identifiable nature (i.e. buildings, tanks, etc.).
4. Determine coordinates for all corners using the plant grid previously established by the Surveyor.
5. Verify or establish all distances and bearings of lines between corners.
6. Verify or correct the legal description of the plant Site.

7. Tie in survey coordinates to the existing plant coordinate system.
8. Prepare written Surveyors report.

SURVEYOR SUPPLIED EQUIPMENT AND PERSONNEL

The Surveyor shall supply all equipment and personnel necessary to carry out work stated in the scope of service.

OTHER

1. The Surveyor shall provide a Certificate of Insurance evidencing general liability insurance and automobile liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence with SAM, its officers, agents and employees listed as an additional insured prior to commencement of the work.
2. The Surveyor shall provide evidence of Worker's Compensation Insurance coverage prior to commencement of work.
3. All field work shall be performed within 14 days after Notice to Proceed is given.
4. All records of the inspection, including the written Surveyors report, shall be delivered to SAM not later than 14 calendar days from the completion of the field work.

SAM RESOURCES

SAM will make available to the Surveyor all available data, drawings and records. However SAM makes no guarantee of the accuracy of said data, drawings and records.

HOLD HARMLESS

The Surveyor agrees to indemnify, defend and hold harmless SAM, its officers, agents and employees from any and all loss, damage, injury or liability that SAM may suffer as a result of the Wastewater Treatment Facility Boundary Survey.

PAYMENT

Compensation will be made to the Surveyor in one lump sum of \$5,300.00 which will be paid after completion of the aforementioned services, including the written survey report, to the satisfaction of SAM.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as the date first above written

SEWER AUTHORITY MID-COASTSIDE
A Joint Power Authority

TOWILL, INC.
Licensed Land Surveyor

By Bonnie A. Maybury Skord
Sewer Authority Mid-Coastside
Chairperson

By J. S. Kor
James S. Kor
Senior Vice President

Countersigned:

By Tom Wall
Sewer Authority Mid-Coastside
Secretary