

**City of Palmer
Action Memorandum No. 16-029**

Subject: Authorize the City Manager to Reimburse the Alaska State Fair \$42,223.20 for Oversizing 1,928 Feet of Class 50 Ductile Iron Pipe Sewer Main

Agenda of: April 12, 2016

Council Action: Authorized

Originator Information:

Originator: Greg Wickham
Date: 3/4/16 **Requested agenda date:** _____

Department Information:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>[Signature]</i></u>	<u>3/9/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
<u>X</u>	Public Works	<u><i>[Signature]</i></u>	<u>3/7/16</u>

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>[Signature]</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 42,223.20

This legislation (√):
 Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Negative impact in the amount of: \$ 42,223.20

Funds are (√):
 Budgeted Line item(s): _____
 Not budgeted Affected line item(s): 02-01-50-6044

General fund assigned balance (after requested budget modification): \$ _____
 Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *[Signature]*

Attachment(s):

- H.D. Supply Invoice# 8418476
- Action Memorandum No. 13-037

Summary statement: This Action Memorandum authorizes the city manager to reimburse the Alaska State Fair \$42,223.20 for oversizing 1,928 Feet of Class 50 ductile iron sewer pipe installed in 2014 per Action Memorandum No. 13-037.

H.D. SUPPLY: 18" Class 50 Ductile Iron Pipe \$49.75/LF
H.D. SUPPLY: 12" Class 50 Ductile Iron Pipe \$27.85/LF
Difference in cost per lineal foot: \$21.90/LF x 1,928 LF = \$42,223.20

The pipe was oversized from 12" to 18" from the connection to an existing sewer main on Inner Springer Loop to the Alaska State Fair southwestern property line to serve possible customers to the west and along the pipe alignment. To date, two commercial-sized facilities have connected to this oversized line.

Also in the agreement was an easement granted to the City of Palmer from the Alaska State Fair at point of connection westerly for future expansion across Glenn Highway.

The Department of Public Works has verified with project engineer HDL Engineering Consultants that 1,928 feet of Class 50 ductile iron pipe was installed per Palmer Standard Specifications and Record Drawings.

Administration recommendation: Authorize Action Memorandum No. 16-029.



DUPLICATE
INVOICE

Local Service, Nationwide
P.O. Box 1419
Thomasville, Ga 31799-1419

Branch Address:
HDSW - ANCHORAGE AK
Branch - 585
440 W 40th Ave
Anchorage AK 99503
907/563-3315

INVOICE#	8418476
INVOICE DATE	5/10/13
ACCOUNT #	169774
SALESPERSON	SCOTT A CLEVENGER
BRANCH#	585

Total Amount Due	72,044.50
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Remit To:
HD SUPPLY WATERWORKS, LTD.
FILE #56214
LOS ANGELES, CA
90074-6214

PROSSER-DAGG CONSTRUCTION CO
ACCOUNTS PAYABLE
PO BOX 3537
PALMER AK 99645 3537

Shipped to:
Branch - 585
440 W 40th Ave
Anchorage, AK

CUSTOMER JOB- 0001 TRUNK RD WATER

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
4/26/13	5/08/13	STATE FAIR	TRUNK RD WATER	0001		DIRECT	8418476
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
010650T	HD SUPPLY WATERWORKS PO#-6008030 6 TJ CL50 PR350 DI PIPE C/L BID SEQ# 70	180		180	11.96000	FT	.00
011250T	12 TJ CL50 DI PIPE C/L BID SEQ# 220	2826		2826	27.85000	FT	.00
011850T	18 TJ CL50 DI PIPE C/L BID SEQ# 300	1944	1382	562	49.75000	FT	68,754.50
010850T	8 TJ CL50 DI PIPE C/L BID SEQ# 640	198	200		16.45000	FT	3,290.00
010452T	4 TJ CL52 DI PIPE C/L BID SEQ# 940	108		108	12.95000	FT	.00

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted.
To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

Terms	Subtotal
NET 30	72,044.50

Freight	Delivery	Handling	Restock	Misc	Tax	INVOICE TOTAL
						72,044.50

HDSW - ANCHORAGE AK
Branch - 585
440 W 40th Ave
Anchorage AK 99503

INVOICE: 8418476



INVOICE

Local Service, Nationwide
 P.O. Box 1419
 Thomasville, GA 31799-1419

BRANCH ADDRESS
 HDSWW - ANCHORAGE AK
 Branch - 585
 440 W 40th Ave
 Anchorage AK 99503
 907/583-3315

INVOICE #	9505336
INVOICE DATE	6/13/13
ACCOUNT #	169774
SALESPERSON	SCOTT A CLEVENGER
BRANCH #	585

Total Amount Due	\$28,904.75
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Remit To:
 HD SUPPLY WATERWORKS, LTD.
 FILE #56214
 LOS ANGELES, CA 90074-6214

1934 1 MB 0.405 E0015X I0023 D693370841 P1446772 0001:0001



PROSSER-DAGG CONSTRUCTION CO
 ACCOUNTS PAYABLE
 PO BOX 3537
 PALMER AK 99645-3537

Shipped to:

Backordered from:
 5/10/13 8418476

Branch - 585
 440 W 40th Ave
 Anchorage, AK

CUSTOMER JOB- 0001 TRUNK RD WATER

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
 We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
4/26/13	5/09/13	STATE FAIR	TRUNK RD WATER	0001		DIRECT	9505336
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
010650T	HD SUPPLY WATERWORKS PO#- 6008030 6 TJ CL50 PR350 DI PIPE C/L BID SEQ# 70	180		180	11.9600	FT	.00
011250T	12 TJ CL50 DI PIPE C/L BID SEQ# 220	2826		2826	27.8500	FT	.00
011850T	18 TJ CL50 DI PIPE C/L BID SEQ# 300	562	581		49.7500	FT	28,904.75 17,589.50
010452T	4 TJ CL52 DI PIPE C/L BID SEQ# 940	108		108	12.9500	FT	.00

Only 562 Instead.

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted. To review these terms and conditions, please point your web browser to http://waterworks.hdsupply.com/TandC/ .	Terms	SubTotal
	NET 30	28,904.75

Freight	Delivery	Handling	Restock	Misc.	Tax	INVOICE TOTAL	\$28,904.75
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HDSWW - ANCHORAGE AK
 Branch - 585
 440 W 40th Ave
 Anchorage AK 99503

THANK YOU FOR YOUR ORDER
 VISIT
 WATERWORKS.HDSUPPLY.COM
 FOR OTHER SERVICES OFFERED

INVOICE:	9505336
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WATERWORKS

Local Service, Nationwide
P.O. Box 1419
Thomasville, Ga 31799-1419

DUPLICATE
INVOICE

Branch Address:

HDSNW - ANCHORAGE AK
Branch - 585
440 W 40th Ave
Anchorage AK 99503

907/563-3315

Backordered from:
5/10/13 8418476

INVOICE#	9722847
INVOICE DATE	5/16/13
ACCOUNT #	169774
SALESPERSON	SCOTT A CLEVENGER
BRANCH#	585

Total Amount Due **82,292.37**

Remit To:

HD SUPPLY WATERWORKS, LTD.
FILE #56214
LOS ANGELES, CA

90074-6214



PROSSER-DAGG CONSTRUCTION CO
ACCOUNTS PAYABLE
PO BOX 3537
PALMER AK 99645 3537

Shipped to:
Branch - 585
440 W 40th Ave
Anchorage, AK

CUSTOMER JOB- 0001 TRUNK RD WATER

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
4/26/13	4/30/13	STATE FAIR	TRUNK RD WATER	0001		DIRECT	9722847
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
010650T	HD SUPPLY WATERWORKS PO#-6008030 6 TJ CL50 PR350 DI PIPE C/L BID SEQ# 70	180	182		11.96000	FT	2,176.72
011250T	12 TJ CL50 DI PIPE C/L BID SEQ# 220	2826	2826		27.85000	FT	78,704.10
010452T	4 TJ CL52 DI PIPE C/L BID SEQ# 940	108	109		12.95000	FT	1,411.55

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted.
To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

Terms	Subtotal
NET 30	82,292.37

Freight	Delivery	Handling	Restock	Misc	Tax	INVOICE TOTAL	82,292.37
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HDSNW - ANCHORAGE AK
Branch - 585
440 W 40th Ave
Anchorage AK 99503

INVOICE: 9722847

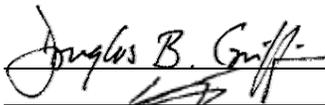
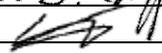
**CITY OF PALMER
ACTION MEMORANDUM NO. 13-037**

Subject: Authorize City Manager to Negotiate and Execute the Alaska State Fair Sewer Utility Extension Agreement, Including \$57,840 for Upsize of Pipe to Accommodate Future Flow Requirements and Authorize a Sole Source Procurement for Purchase of Needed Materials

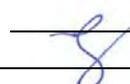
Agenda of: May 14, 2013

Council Action: Authorized

Approved for presentation by:

City Manager City Attorney City Clerk	
	
	

Certification of Funds:

Total amount of funds listed in legislation:	\$ <u>57,840</u>
This legislation (✓):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input checked="" type="checkbox"/> A negative fiscal impact in the amount of:	\$ <u>57,840</u>
<input type="checkbox"/> A positive fiscal impact in the amount of:	\$ _____
<input type="checkbox"/> Funds are budgeted.	
Funds originally budgeted:	\$ _____
Difference in budgeted funds:	\$ _____
Funds are budgeted from this (these) line item(s):	
➤	\$ _____
➤	\$ _____
<input checked="" type="checkbox"/> Funds are not budgeted.	
Budget amendment required in the total amount of:	\$ <u>57,840</u>
Affected line item(s):	
➤ 02-10-50-6044 Operating Supplies	\$ <u>57,840</u>
➤	\$ _____
➤	\$ _____
Undesignated Net Assets (after budget modification) UNAUDITED	\$ <u>1,965,528</u>
Director of Finance signature certifying funds:	

Attachment(s):

- Utility Extension Agreement
- Vicinity Map
- Seventh Day Adventist Church Sewer Easement

Summary statement: The Alaska State Fair requested approval of a standard Utility Extension Agreement to construct and install a wastewater main from the State Fair property to the City's existing wastewater system. The Utility Extension Agreement will add 1928 lineal feet of 12" Class 50 ductile iron sewer main and appurtenances needed to meet the flow requirements of the Alaska State Fair. The City requested the 12" Class 50 ductile iron pipe be upsized to 18" to accommodate future flow requirements. Future flow is anticipated from the Seventh Day Adventist Church and future development of property surrounding the church. Future flow is also anticipated from west of the Glenn Highway. The sewer main location and larger pipe size was identified on both the 1999 and 2009 sewer master plan.

Background: The new sewer main required the Alaska State Fair to purchase an easement across the Seventh Day Adventist Church property. The utility easement was granted to the City of Palmer by the Seventh Day Adventist Church. The new sewer main will run parallel to the Glenn Highway from the East Inner Springer Loop Road going north 1105' before it turns east. Public Works, in anticipation of the need to receive sewage from the west side of the Glenn Highway due to the growing number of residents in that area, requested the 12" sewer main be upsized to 18".

Prior to final execution of this Utility Extension Agreement, the developer will provided the performance guarantee as required under Section 2.08 of the Utility Extension Agreement.

Sole Source Justification: HDL Engineering was selected by the Alaska State Fair to perform the design, bidding, inspection, and contract administration. The Alaska State Fair received and opened eight bids. The low bidder's price to upsize the 12" pipe to 18" pipe was \$30 per lineal foot for a total of \$57,840.00 (1928' x \$30). The engineer's estimate was \$30 per lineal foot. The average price of all bidders plus engineer's estimate to upsize the pipe was \$30.47 per lineal foot.

The Administration has determined that a sole source procurement is appropriate in this case since this project is a utility line extension and the City has determined that upsizing the pipe from 12 to 18 inches is in the best interest of the City. This upsize will accommodate future line extensions. The Alaska State Fair put the project out for bid and HDL will provide project oversight.

Palmer Municipal Code permits sole source procurements where the city has a beneficial interest in entering into such an agreement. Code section 3.21.230 A. 3. reads as follows:

3.21.230 Governmental and proprietary procurements.

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
 - 1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
 - 2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
 - 3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service

or construction to one person.

Administration recommendation: Approve action memorandum 13-037.

UTILITY EXTENSION AGREEMENT

RETURN TO: City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645

Palmer Recording District

THE CITY OF PALMER (hereinafter the City), a municipal corporation, and THE ALASKA STATE FAIR (hereinafter the Developer) enter into the following Agreement this ____ day of _____, 20__.

Ray Ritari executes this Agreement on behalf of the Developer. It is understood that the Developer is a corporation and that the person who executes this Agreement on behalf of the Developer does so in the capacity of General Manager. Ray Ritari warrants that he has the authority to execute this Agreement on behalf of the owner, developer of the property which is the subject of this Agreement. The parties to this Agreement shall accept notices at the following addresses and telephone numbers:

DEVELOPER

Ray Ritari
General Manager
Alaska State Fair
2075 Glenn Highway
Palmer, AK 99645
(907) 745-4827

CITY

Doug Griffin
City Manager
City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645
(907) 745-3271

The real property which is the subject of this Agreement (hereinafter the Property) is located within the Palmer Recording District and the Palmer Water Utility Service Area as certificated by the Regulatory Commission of Alaska, and is described as:

A sewer easement within Parcel 1, MSB Waiver No. 2001-103-PWm, in the Palmer Recording District, located within Section 8, Township 17 North, Range 2 East, Seward Meridian, Alaska, and more particularly described as follows:

Commencing at a 5/8 inch rebar at the north west property corner of said Parcel 1; thence coincident with the north property line of said Parcel 1, N89°58'46"E a distance of 564.00 feet to a 2 ½ inch aluminum cap monument at the north east corner of said Parcel 1, and the **True Point of Beginning**; thence S00°06'39"E a distance of 371.67 feet to a 5/8 inch rebar, thence N90°00'00"W a distance of 376.54 feet to a point; thence S33°00'18"W a distance of 1081.13 feet to a point on the north right of way line of E. Inner Springer Loop; thence coincident with the north right of way line of E. Inner

Springer Loop, N89°55'00"W a distance of 23.85 feet to a point; thence N33°00'18"E a distance of 1104.97 feet to a point; thence S90°00'00"E a distance of 367.36 feet to a point; thence N00°06'39"W a distance of 351.63 feet to a point on the north property line of said Parcel 1; thence coincident with the north property line of said Parcel 1, N89°58'46"E a distance of 20.00 feet terminating at the **True Point of Beginning**.

Section 1 The Project.

- A. The Developer shall extend the existing wastewater collection system to serve the Property in conformance with 1998 City of Palmer Standard Specifications. The wastewater system shall include all wastewater facilities necessary to provide wastewater service to the Property.
- B. The Developer shall design, construct, and install the wastewater main from the Property to the City's existing wastewater system. The Developer shall pay the entire cost of constructing the wastewater system to serve the Property. The total cost of constructing wastewater facilities under this Agreement is estimated to be as indicated in Section 2 below. This estimate shall be used to compute the project cost deposit as required by Paragraph 2.03 of Article II of this Agreement.
- C. In the event the sewer main to be constructed under the terms of this Agreement serves other parcels of land which are not owned by the Developer, then no construction may commence until the Developer submits a signed, notarized statement to the City waiving all claims for future reimbursement for providing sewer service to such other parcels of land.

Section 2 Estimated Project Costs.

The Estimated Costs itemized below are predicated on the estimates provided by the Developer or his agents.

A. Developer's Estimated Cost:

Estimated construction cost of approximately 1,950 lineal feet of Class 50 Ductile Iron sewer main and facilities:	\$ 450,000
Estimated consultant engineering fees and other related costs (i.e. design, soils, survey, project administration, inspection, etc.):	\$ 90,000
Estimated City warranty period costs (refer to Article 2.03 of this Agreement):	\$42,500
TOTAL ESTIMATED DEVELOPER'S COST:	\$582,500

B.	<u>City's Estimated Share of Oversizing Cost:</u>	\$75,000
C.	<u>TOTAL ESTIMATED PROJECT COST:</u>	<u>\$657,500</u>

Section 3 Reserved.

Section 4 Reserved.

ARTICLE I

GENERAL PROVISIONS

1.01 Application of Article.

Unless this Agreement expressly provides otherwise, all provisions of this Article apply to every part of this Agreement.

1.02 Permits, Laws and Taxes.

The Developer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Developer shall pay all taxes pertaining to its performance under this Agreement.

1.03 Relationship of Parties.

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor of the Developer be deemed an agent, employee or partner of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provisions of this Paragraph.

1.04 Engineer's Relation to City.

Notwithstanding Paragraph 2.01, of Article II, or any agreement whereby the City reimburses the Developer's engineering costs; an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner or contractor of the City, or otherwise associated with the City.

1.05 Developer's Responsibility.

The Developer shall be solely responsible for the total performance of all terms, covenants and conditions of this Agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition hereof.

1.06 Developer's Assumption and Indemnification.

The Developer shall indemnify, defend, and hold harmless the City from any claim, or alleged claim, action or demand arising from any act or omission, related to this Agreement in whole or in part, of the Developer, his agents, employees or contractors. The liability assumed by the Developer pursuant to this Paragraph includes but is not limited to claims for labor and materials furnished for the construction of the improvements.

If applicable, the Developer shall perform this Agreement and carry out its work and operations related to this Project pursuant to and in conformance with the Utility Permit (the "ADOTPF Permit") issued by the State of Alaska Department of Transportation and Public Facilities (the "Department") for this project, or portion thereof, a copy of which ADOTPF Permit is attached to this Agreement as Attachment "A". The Developer hereby assumes all duties, obligations and liabilities imposed on the City by the ADOTPF Permit, the Alaska Statutes specified or referred to in the ADOTPF Permit, the terms, requirements and regulations specified or referred to in the ADOTPF Permit, the applicable policies, directives and orders issued by the Commissioner of the Department as referred to in the ADOTPF Permit, and any other obligations or liabilities imposed on the City under any agreement or requirement of the City to indemnify, hold harmless and or defend the Department or the State of Alaska on this project. In addition, the Developer shall indemnify, hold harmless and defend the City for any claims, actions, charges, liabilities, obligations, penalties, damages, costs and expenses (including costs and attorneys fees) arising, claimed or charged against the City for damage to property or injury to or death of persons, arising wholly or in part from any action taken by or failure to be taken by the Developer (including, but not limited to, its employees, officers, agents, contractors, subcontractors, licensees or similar persons), the City in relation to the project.

1.07 Disclaimer of Warranty.

Notwithstanding this Agreement or any action taken by any person hereunder; neither the City nor any municipal officer, agent or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship or structure for any purpose.

1.08 Cost of Documents.

All plans, reports, drawings or other documents that this Agreement requires the Developer to provide the City shall be furnished at the Developer's expense.

1.09 Assignments.

- A. Except insofar as subparagraph B of this Paragraph specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Paragraph 1.10 of this Article.
- B. The Developer may not assign its interest or delegate its duties under this Agreement unless expressly permitted in writing by the City.

1.10 Default: City's Remedies.

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged a bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or, if the failure requires more than thirty (30) days to cure, the Developer fails within 30 days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default the City may do any one or more of the following:
 - 1. Terminate this Agreement without liability for any obligation maturing subsequent to the date of the termination.

2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) days notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs thus incurred from any payments then or thereafter due the Developer from the City, whether under this Agreement or otherwise.
3. Exercise its rights under any performance or warranty guarantee securing the Developer's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including but not limited to an action for injunction and civil penalties.

1.11 Non-Waiver.

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of the Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.12 Effect of Standard Specifications

The City of Palmer Standard Specifications (1998) and Development Standards (1985) in effect at the time this Agreement is executed, as well as Title 18 of the Alaska Administrative Code and the State of Alaska criteria adopted for the design of water and/or sanitary sewer facilities, shall be the minimum standards for performance under this Agreement unless otherwise specifically provided in writing. Definitions or other provisions in the standard specifications describing the relationships and responsibilities of parties to City construction contracts do not apply herein to the extent that they conflict with any provision of this Agreement.

1.13 Amendment.

The parties may amend this Agreement only by mutual written agreement, which shall be attached hereto.

1.14 Jurisdiction: Choice of Law.

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska shall govern the rights and duties of the parties under this Agreement.

1.15 Definitions.

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "ACCEPTANCE" by the City means a determination that an improvement meets municipal construction standards, and does not refer to accepting a dedication of the improvement by the Developer.
- B. "AS-BUILT DRAWINGS" means the plan and profile reproducible mylar drawings, verified by a registered professional engineer, to be the actual horizontal and vertical alignment, distance, grade, amounts, etc. depicting the true location of utility improvements actually constructed.
- C. "THE CITY" means the City of Palmer, Alaska.
- D. "CERTIFIED COST STATEMENT" means an itemized statement provided to THE CITY of costs certified by the Developer to be the actual and final costs of water and/or sanitary sewer facilities constructed. A copy of the final pay estimate and/or other applicable billings sufficient to verify all costs shall be included. A form to be used when reporting certified costs shall be provided by the City.
- E. "FINAL INSPECTION" means that inspection performed by the City after completion of all improvements required of the Developer under the terms of this Agreement. All improvements must satisfactorily complete a final inspection before placing any part of the improvements under warranty.
- F. "IMPROVEMENTS" means work the Developer is required to perform under the terms of this Agreement.
- G. "CITY" means the City of Palmer and, for the purposes of administering this Agreement, means the City of Palmer Public Works Department Director, or their designee.
- H. "RECORD DRAWINGS" means the plan and profile reproducible mylar drawings, verified by a registered professional Engineer to be the horizontal and vertical alignment, distance, grade, amounts, etc. as reflected in survey notes, contractor's notes, line and grade notes, and engineer's notes, and as relates to the basic control rather than the construction stake line. When record drawings are

submitted the engineer shall identify the contractor's name and address; a reference to the line and grade survey book number; the engineering firm's name and address, and a reference to the engineering survey book number. Record drawings will only be accepted as a substitute for as-built drawings if the Developer's engineer notes which portion of the drawing information was provided by the contractor, which by the line and grade person, and which by the engineer.

- I. "STANDARD SPECIFICATIONS" for purposes of this agreement, means those construction specifications maintained and periodically reviewed and modified by the City of Palmer which are published as the City of Palmer Standard Specifications.
- J. "WARRANTY INSPECTION" means that inspection performed by the City at the end of the two-year warranty period. All improvements must satisfactorily complete a warranty inspection before final acceptance of the improvements by the City.
- K. "WATER/SANITARY SEWER EXTENSION" means that water or sanitary sewer line which reaches from the water or sanitary sewer service connection to the structure and is generally located on private property.
- L. "WATER/SANITARY SEWER SERVICE CONNECTION" means the pipe and appurtenances required to connect an individual property or facility to the water or sanitary sewer main and which terminates at the property line or easement limit and shall not include the necessary further extension of the water or sanitary sewer system onto private property.

ARTICLE II

PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for construction of the improvements or commence construction until the requirements of Paragraphs 2.01 through 2.08 below have been met.

2.01 Engineer.

- A. The Developer shall retain an Engineer registered as a Professional Engineer under the laws of the State of Alaska to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work described herein in accordance with the City's recommended procedures for consulting engineers. If this agreement requires the City to reimburse the Developer for engineering costs, the professional fee schedule of the Engineer shall be attached as an appendix hereto.
- B. The Engineer hired by the Developer shall be retained so as to be available throughout the entire two-year warranty period to effect, through the contractor and/or the Developer, correction of all warranted conditions. A letter to this effect shall be signed by both the Developer and the Engineer and shall be filed with the City before a Notice to Proceed with the construction of this project is approved.
- D. The Developer shall inform the City of the name and mailing address of the Engineer he has retained to perform the duties described in subparagraphs A and B above and agrees that notice to the Engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this Paragraph.

The Developer has retained Hattenburg Dilley & Linnell, LLC, License # N/A, license expiration date, N/A.

Firm: Hattenburg Dilley & Linnell, LLC
Mailing Address: 202 W. Elmwood Ave., Palmer, AK 99645

Telephone No.: (907) 746-5230
Fax No.: (907) 746-5231
E-Mail Address: cbowman@hdlalaska.com

2.02 Plans and Specifications.

- A. The Developer shall submit to the City, in such form as the City may specify, all plans and specifications pertaining to the construction of the improvements. The Developer shall submit design drawings in accordance with the City of Palmer Standard Specifications (1998) as amended for water and sewer improvements. The City reserves the right to return incomplete drawings (less than 85% complete) to the Developer for completion and re-submittal.
- B. The Developer shall submit to the City proof that he has retained an Engineer to perform the duties described in Paragraph 2.01 of Article II.
- C. If the City requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- D. The City shall approve the plans and specifications as submitted or indicate to the Developer how it may modify them to secure approval within three weeks from either: (1) the submission of all plans and specifications for the improvements, or (2) the payment of the deposit required upon plan submission under Paragraph 2.03 below, whichever occurs later.

2.03 Project Cost Deposit.

The Developer shall deposit with the City the amounts required under Paragraph 3.03.C of this Agreement. The City does not guarantee that final billings will be in accordance with amounts stated in this agreement, or orally given estimates. It is expressly understood by the Developer that a Developer shall pay the City's actual cost associated with all work performed under this agreement. The City's cost shall include, but is not limited to, agreement administration, plan checking, field surveillance, testing, final inspections, warranty inspections and overhead.

2.04 Liability Insurance.

The Developer shall provide proof that it has acquired the insurance required under the Standard Specifications of the City in effect at the time of the execution of this Agreement, in the form prescribed in those Standard Specifications, or, if the Developer has engaged a prime contractor to perform the work under this Agreement, proof that the prime contractor has acquired such insurance, naming the Developer as an insured.

2.05 General Standard of Workmanship.

The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the City and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.

2.06 Surveyor.

All surveys required for the completion of improvements under this Agreement shall be made by a person registered as a Professional Land Surveyor under the laws of the State of Alaska.

2.07 Required Reporting.

A. Quality Control:

1. Prior to the preconstruction conference, the Developer shall submit a certified Quality Control Plan for review and approval, to include the following:
 - a. Name and telephone number(s) of the Engineer;
 - b. Name and telephone number(s) of any individual(s) under the Engineer's direct supervision who will be conducting field inspections;
 - c. Engineer's review and signature procedure of field inspections performed by personnel under the Engineer's direct supervision;
 - d. Procedure(s) to be used to note and correct construction deficiencies;
 - e. Procedure(s) to be used to coordinate pipe testing with the City;
 - f. Procedure(s) to be used to comply with minimum testing requirements specified in the City of Palmer Standard Specifications;
 - g. Procedure(s) to be used to request final inspections by the City.
2. The Developer shall submit written inspection reports on a weekly basis of material testing results and summaries of daily activities to the City. Copies of materials testing results shall be attached to inspection reports. Weekly reports shall be submitted no later than 4:00 PM on Monday following each project work week.

Failure to submit weekly inspection reports shall be cause for the City to issue a stop work order under the provisions of Paragraph 2.10.A of this Agreement.

Engineer's inspection shall include, but not necessarily be limited to, verification of the following:

- a. adequacy of pipe foundation material;
 - b. compliance with approved vertical and horizontal pipe alignment;
 - c. bedding and backfill material type, quality, placement and density;
 - d. system component material by type, size and installation (for example pipe, valves, fittings, manholes, fire hydrant assemblies, pipe restraints, curb stops, corporation stops, polyethylene encasement of pipe, etc.);
 - e. compliance with required pipe tests;
 - f. compliance with any and all applicable permit stipulations; and
 - g. observed deficiencies during inspection or testing; actions taken to correct deficiencies; and notes of discussion with the City pertaining to the deficiencies.
3. The Developer shall coordinate testing and inspections with the City and provide advance notice to the City of the need for such inspections.
- B. Expressed or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement. If during the course of construction field conditions warrant changes to the approved plans, the Developer shall obtain written concurrence from THE CITY prior to implementing these changes.

2.08 Performance Guarantee.

- A. In order to guarantee the construction of the improvements required by this Agreement, the Developer shall grant to the City one of the following documents, in an amount equal to the Total Estimated Developer's Cost, as shown in Section 2.A. of this Agreement, plus an overrun allowance of twenty percent (20%).
1. A Surety Bond from a company qualified by law to act as a surety in the State of Alaska.

2. An Escrow Account with a bank or financial institution authorized by law to do business in the State of Alaska. The escrow account shall be irrevocable, shall be established in the name of the City and shall authorize the City to draw on the account without the further written consent of the Developer.
 3. A Letter of Credit from a bank or financial institution authorized by law to do business in the State of Alaska. The letter of credit shall be irrevocable and shall identify the City as beneficiary.
 4. A Deed of Trust, a copy of which will be recorded in the Palmer District Recorder's Office, Third Judicial District, State of Alaska. No Deed of Trust shall be accepted unless the unencumbered value of the Property equals or exceeds the stated amount of the guarantee required.
 5. Cash.
- B. The total value of the performance guarantee provided shall be equal to or greater than the estimated total project cost as reflected in Section 2C of this Agreement plus project overrun allowances. The performance guarantee will not be released by the City until all improvements required by this Agreement have been completed by the Developer; the water and/or sanitary sewer improvements inspected and accepted under warranty by the City, and an acceptable warranty guarantee posted as required by Paragraph 3.04 of Article III of this Agreement.

2.09 Surveillance.

- A. The City may monitor the progress of the improvements and the Developer's compliance with this Agreement, and perform any inspection or test it deems necessary to determine whether the improvements conform to this Agreement.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Paragraph 2.07 above, the Utility may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the improvements conform to this Agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this Paragraph are solely for the benefit of the Utility. The City does not undertake to test or inspect the improvements for the benefit of the Developer or any other person.

2.10 Stop Work Orders.

- A. If the City determines that there is a substantial likelihood that the Developer will fail to comply with this Agreement, or if the Developer does fail to comply, the Utility may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or his Engineer of the order.

- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformities will not occur.

- C. The issuance of a stop work order under this Paragraph is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this Paragraph shall be grounds for an action or claim against the City, or for an extension of time to perform the work.

- D. The Developer shall include in all contracts for work to be performed or materials to be used under this Agreement the following provision:

“The City of Palmer, pursuant to a Water Main and/or Sanitary Sewer Extension Agreement on file with the city manager and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the Water Main and/or Sanitary Sewer Extension Agreement. In the event that a stop work order is issued by the City of Palmer, the contractor immediately shall cease all work, and await further instruction from the Developer.”

2.11 Specified Completion Date.

All improvements required under this Agreement shall be completed within two (2) years from the date of execution hereof.

ARTICLE III

ACCEPTANCE OF IMPROVEMENTS

3.01 Prerequisites to Acceptance.

The City shall not finally accept the improvements constructed under the terms of this Agreement until all the following requirements have been met.

A. As-Built or Record Drawings.

The Developer shall provide the City with one acceptable set of reproducible mylar as-built or record drawings and two blue-line copies thereof for each improvement constructed. The as-built or record drawings shall be submitted to the City of Palmer Public Works Department within one hundred - eighty days (180) days following successful completion of a final inspection of this project by Utility inspectors. The as-built or record drawings and blue-line copies shall be certified to represent accurately the improvements as actually constructed and shall be signed by a Professional Engineer, registered under the laws of the State of Alaska. Failure to submit approved as-built or record drawings within this 180-day period shall be sufficient cause for the Utility to deny reimbursement to the Developer for providing water/sewer service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the as-built or record drawings have been received and approved by the City. The Developer shall submit a copy of the post construction survey notes as well as the Engineer's "during construction" inspection notes to the City along with the as-built or record drawings. See paragraph 1.15 for a definition of as-built and record drawings.

B. Certified Cost Statement.

The Developer shall provide a certified cost statement to the City within 180 days of completion of a successful final inspection of the sanitary sewer lines by the City. The certified cost statement shall be notarized and submitted on a form provided by the City and shall consist of the total project costs including all labor, material, equipment, engineering inspection and all other direct or indirect costs incurred. A copy of the final pay estimate and/or other applicable billings or invoices sufficient to verify all costs shall be included. Failure to submit an approved certified cost statement within this 180 day period shall be sufficient cause for the City to deny reimbursement to the Developer for providing water/sanitary sewer service to adjacent properties. The project warranty period

for the improvements constructed under the terms of this Agreement will not commence until after the certified cost statement has been received and approved by the City.

C. Alaska Department of Environmental Conservation Approval to Construct and Operate

The Developer must provide the City a copy of the Alaska Department of Environmental Conservation's Approval to Construct and Approval to operate prior to the City's acceptance and operation of any public water or sewer improvements constructed under this Agreement.

D. Inspection and Testing.

1. During the course of construction of the improvements required by this Agreement, or upon receiving notice from the Engineer that the Developer has completed the improvements, the City shall schedule an inspection of the improvements. The City may inspect the improvements and any related work in dedicated easements or rights-of-way.
2. The City shall inform the Developer in writing of any deficiencies in the work found during the course of its inspections.
3. At its own expense, the Developer shall correct all deficiencies found by the inspection performed under subparagraph 1 of this Paragraph. Upon receiving notice that the deficiencies have been corrected, the City shall re-inspect the improvements.
4. The City may continue to re-inspect the improvements until the Developer has corrected all deficiencies in the improvements.
5. Most fire hydrants constructed require adjustment to meet finished grade. Only City personnel are authorized to adjust fire hydrants. The Developer will be liable for the cost of the fire hydrant adjustment on the basis of time and materials expended. The City will, after the adjustment, bill the Developer for the actual cost of the adjustments.
6. Testing of the newly laid water main will be performed in accordance with the Palmer Standard Specifications and witnessed by City personnel. This will consist of:
 - a. Flushing
 - b. Hydrostatic Pressure or Leakage Test

c. Sterilization

These tests shall be performed before water will be supplied for sale. A copy of the test results will be furnished to the City.

7. Testing of the newly laid sewer main will be performed in accordance with the Palmer Standard Specifications and witnessed by City personnel. This will consist of lamping to test sewer main alignment.

This test shall be performed before the City provides sewer service to the area served by the improvements. A copy of the test results will be furnished to the City.

8. A final inspection will be performed in accordance with the Palmer Standard Specifications and witnessed by City personnel. This final inspection will take place after completion of all improvements and will consist of, but is not limited to, the following as appropriate:

- a. Continuity test of Water Main Line and Service Connections,
- b. Check Water Main Line Valve Boxes,
- c. Check Hydrant Valve Boxes,
- d. Check Hydrant for Operation and Installation,
- e. Check Water Service Line Key Boxes,
- f. Check Water Main Line Valve Box Markers,
- g. Check Sewer Manholes for proper Grouting, Ramneck, Smooth Inverts, Beaver Slides, etc.
- h. Check sewer mains for alignment by lamping,
- I. Location Markers for all Sewer Stub-Outs.

The Developer shall furnish the City a copy of the final inspection results itemizing any existing deficiencies. Upon notification that the deficiencies have been corrected, the City will require another final inspection of those items.

9. After a final inspection has revealed that all improvements and related work in dedicated easements and rights-of-way meet City standards; after the Developer has furnished as-built or record drawings and a notarized certified cost statement; and after the Developer has deposited the fees required in Section 3.03; the City shall notify the Developer that the improvements have been accepted under a two (2) year warranty period.
10. Prior to the end of the two (2) year warranty period, the City shall conduct a Warranty Inspection to determine whether all improvements and related

work within the dedicated easements and rights-of-way continue to meet Palmer Standard Specifications. A copy of the Warranty Inspection results will be furnished to the Developer itemizing any existing deficiencies. After all deficiencies have been corrected to the satisfaction of the City, the City shall notify the Developer that the City accepts full responsibility for all future maintenance of the public water and/or sanitary sewer facilities constructed under this Agreement.

3.02 Consequence of Acceptance of Improvements.

The City's final acceptance of the improvements constitutes a grant to the Utility of all the Developer's rights, title and interest in and to all the improvements, together with all easements, rights-of-way or other property interest not previously conveyed which are necessary to provide adequate access to the water and/or sanitary sewer improvements.

3.03 Developer's Warranty.

- A. The Developer shall warrant the design, construction, materials and workmanship of the improvements against any freezing, failure and/or defect in design, construction, material or workmanship which is discovered prior to the expiration of the two years warranty period from the date the City notifies the Developer of the acceptance of the improvements.
- B. This warranty shall cover all direct and indirect costs of repair or replacement; damage to the property or other improvements to facilities owned by the City or any other person caused by freezing and/or other failure or defect; and any increase in cost to the City for operating and maintaining the improvements resulting from freezing and/or such other failures, defects or damage.
- C. Prior to acceptance under warranty of this project, the Developer shall provide the City with a cash project cost deposit (described in 2.03) to cover the City's costs incurred during the warranty period. This cash deposit is in addition to the warranty guarantee required by Paragraph 3.04 below. The amount of this deposit shall be as indicated below and shall be based on the Developer's certified cost statement for this project.

<u>CERTIFIED COSTS</u>	<u>REQUIRED DEPOSIT</u>
\$10,000.00 or less	\$500.00
\$10,000.01 to \$50,000.00	\$1,000.00
\$50,000.01 to \$150,000.00	\$1,500.00
Over \$150,000.00	\$2,000.00

- D. Any action or omission to take any action on the part of the City authorized by this Agreement including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.

3.04 Warranty Guarantee.

- A. To secure the Developer's performance of the warranty under Paragraph 3.03 above, the performance guarantee provided by the Developer under Paragraph 2.08 of Article II shall remain in effect until the end of the warranty period, or until the Developer has furnished some other type of acceptable and adequate warranty guarantee as indicated in subparagraph B below.
- B. An acceptable warranty guarantee may be a corporate Surety Bond, a Cash Deposit, or a Letter of Credit in an amount equal to a percent of the project's approved certified cost statement as set forth below:

<u>Certified Project Cost</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000	10%
\$500,000 to \$1,000,000	7.5%
More than \$1,000,000	5%

- C. The warranty period shall mean a period of two (2) years from and after acceptance under warranty of the improvements by the City unless a longer warranty period is required by mutual agreement. The warranty period shall be understood to imply prompt attention by the Developer to repair any defects that occur. In those instances where the water or sanitary sewer is constructed in conjunction with other public improvements, this warranty period shall run concurrently with the warranty of the last improvement to be constructed.

3.05 City's Remedies Under Warranty.

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty required in Paragraph 3.03 above. The Utility shall notify the Developer before conducting any tests or inspections to determine the cause of the failure or defect, and shall notify the Developer of the results of all such tests and inspections.
- B. The Developer shall correct any failure or defect covered by warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer

shall correct the failure or defect at its own expense and to the satisfaction of the City.

- C. If the Developer fails to correct the failure or defect within the time allowed by subparagraph B above, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill thereof, the City may pursue any remedy provided by law of this Agreement to recover the cost of the corrective work.
- D. The City reserves the right to immediately remedy, at the Developer's sole expense, any failure or defect determined by the City to be hazardous in the event the failure or defect, if not corrected promptly, jeopardizes life and/or property.

3.06 Conditions of Reimbursement.

If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement and upon the successful sale of bonds.

3.07 Completion of Performance - Release of Warranty.

- A. The City shall perform a year-end warranty inspection of all improvements constructed prior to the end of the two-year warranty period, and before releasing any warranty guarantee and/or deposit then in effect. Pursuant to Paragraph 3.05 above, the Developer shall correct any failure or defect in the work revealed by the warranty inspection.
- B. Upon the Developer's satisfactory performance of all its obligations under this Agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement.
- C. The City reserves the right to refuse to enter into an Agreement with any Developer for the future extension of water and/or sanitary sewer mains when said Developer fails or refuses to comply in a timely manner with the conditions of this Agreement or is currently delinquent in the payment of any account owed to THE CITY.

IN WITNESS WHEREOF the parties hereto have set their hands on the date first set forth above.

CITY OF PALMER

DEVELOPER

By: _____
Douglas B. Griffin
City Manager
City of Palmer

By: _____
Title: _____

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 20_____, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Douglas B. Griffin known to me to be the City Manager of the City of Palmer, Alaska, the corporation that executed the foregoing instrument, and he acknowledged to me that he executed said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year first above written.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 20_____, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____ known to me to be the _____ that executed the foregoing instrument, and he acknowledged to me that he executed said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year first above written.

Notary Public in and for Alaska
My Commission Expires: _____

ENGINEER'S CERTIFICATE

TO: CITY OF PALMER, ALASKA

Christopher Bowman, of Hattenburg Dilley & Linnell, LLC Consulting Engineers, hereinafter "Engineer," has been employed by The Alaska State Fair an Alaskan Corporation, the "Developer," to provide special engineering services regarding the Alaska State Fair Sewer Main Extension located outside the City.

Engineer hereby certifies to the City that he holds a current certificate of registration as a professional engineer with the State of Alaska in accordance with AS 08.48 authorizing him to perform engineering services or work for the public and to sign and seal engineering documents; and Engineer promises to maintain such certificate of registration while performing services related to this Development Agreement. Engineer also certifies to the City that he has E & O insurance with an insurance carrier admitted to the State of Alaska in an amount of at least \$500,000; and Engineer promises to maintain said E&O insurance (or tail coverage in said amount) for a period ending no later than two years after the completion of the work set out in this Extension Agreement. Engineer will submit with this Certificate a true and correct copy of his (1) certificate of registration and (2) E & O policy.

Engineer hereby certifies to the City that said estimates are true and correct to the best of the Engineer's knowledge and that Engineer has used due care and met professional standards in determining said estimates. If the estimates are based on preliminary plans and specifications, Engineer certifies that the plans and specs are sufficiently detailed so that Engineer estimated costs are at least as high as they would have been if the plans and specs were completed in final.

Engineer acknowledges and agrees that the City may rely fully and solely on said estimate. Engineer agrees that it owes a duty to the City as if the City were a client of Engineer.

Engineer further certifies that Engineer has discussed with the City whether the Little Davis-Bacon Act, AS 36.05, is likely to apply to the construction of any of the improvements. The Engineer has estimated the cost of said Improvement taking into account such requirement of law.

<u>Improvement</u>	<u>Estimated Cost</u>
Sewer Main Upsizing	\$75,000

See Attached Memo, dated March 21, 2013. Note that final costs will be provided upon receipt of contractor bids.

DATE: _____

Christopher Bowman, P.E.

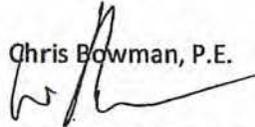
(SEAL)

MEMORANDUM

DATE: March 21, 2013

TO: Tom Cohenour, Director of Public Works

FROM: Chris Bowman, P.E.



RE: Alaska State Fair Sewer Main Extension – Cost to Upsize City Portion

CIVIL
ENGINEERING

GEOTECHNICAL
ENGINEERING

TRANSPORTATION
ENGINEERING

ENVIRONMENTAL
SERVICES

PLANNING

SURVEYING

CONSTRUCTION
ADMINISTRATION

MATERIAL
TESTING

Based on the 95% project drawings and Engineer's estimate for the above referenced project, I estimate that the cost difference between the 12" Class 50 Ductile Iron Pipe required to meet the flow requirements of the Alaska State Fair and the upsized 18" DIP the City has requested to be approximately \$60,000. Adding a 25% contingency factor to our estimate brings the estimate grand total to **\$75,000**.

cc: David Lundin, P.E. (HDL)
Larry Longenecker (ASF)

H:\jobs\12-003 Palmer ASF Sewer Design (ASF)\05-Environmental\Palmer Util Extn Agmt\Prelim Cost Info_COP.doc

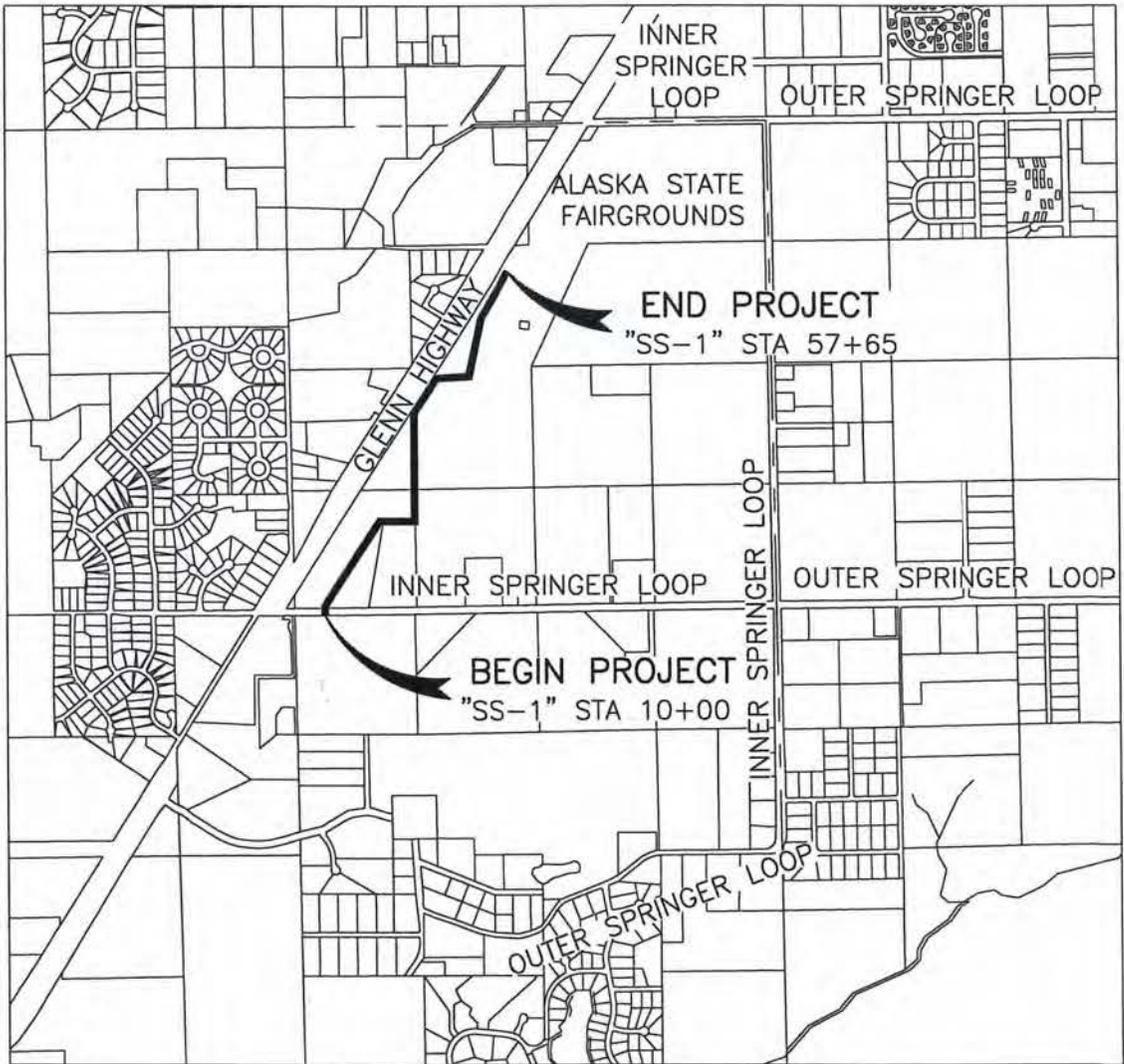
ALASKA STATE FAIR SEWER EXTENSION



ALASKA STATE FAIR
2075 GLENN HIGHWAY
Palmer, Alaska 99645
(907) 745-4827



LOCATION MAP



VICINITY MAP



CITY OF PALMER
SEWER EASEMENT

PROJECT NAME:
ALASKA STATE FAIR SEWER
EXTENSION
PARCEL #(s): 17N02E08C007

THE GRANTOR(S), *Alaska Corporation of Seventh Day Adventists*, whose address is, *P.O. Box 777, Palmer, Alaska 99645*, for and in consideration of TEN (10) DOLLARS, and other valuable consideration, in hand paid, convey and warrant to the **CITY OF PALMER**, 231 West Evergreen Avenue, Palmer, Alaska 99645, its successors or assignees, a perpetual, full and unrestricted sewer easement along, over, under, and across all that part of the following-described tract of land located in the State of Alaska, to wit:

That portion of Parcel 1, MSB Waiver No. 2001-103-PWm containing 36,564 square feet, more or less, as shown on Exhibit "A" attached to and a part hereof as pages 3 and 4.

Said easement, is hereby conveyed to the CITY OF PALMER, **for the installation, modification, and maintenance of underground and aboveground sewer utilities and associated uses of all kinds and any final grading associated with this project. CITY OF PALMER shall have full access to said easement for removal of brush, snow or other obstructions for the purpose of general maintenance on its sewer utilities. Except in the case of a bona fide emergency, no work shall be performed within this easement, whether for installation, modification, maintenance of facilities, or otherwise, between sundown Friday and sundown Saturday.**

The property owners reserve the right to use said property in any way and for any purpose not inconsistent with the rights hereby acquired; provided that the CITY OF PALMER shall have the right without prior intuition of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described, without incurring any legal obligation or liability therefore; provided that such work shall be accomplished in such a manner that the private improvements existing in said easement area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they shall be replaced in as good a condition as they were immediately before the property was entered upon by the CITY OF PALMER; and provided that no building or other permanent structures shall be constructed or permitted to remain within the boundaries of said easement without written permission of the CITY OF PALMER, its' successors or assigns.

The above-named Grantor(s) hereby covenants with the CITY OF PALMER that said Grantor has good title to the above-described tract of land and covenants that the CITY OF PALMER shall have quiet and peaceable possession thereof; and shall have a free and unrestricted right to maintain said facilities. This agreement shall be a covenant running with the land and shall be binding on the GRANTOR(S) heirs, executors, administrators and assigns forever.

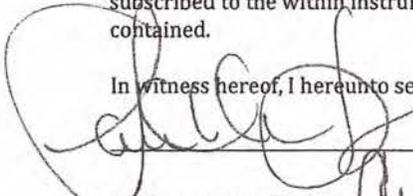
Dated this 25 day of March, 2013.

BY Aaron Payne
ALASKA CORPORATION OF SEVENTH
DAY ADVENTISTS

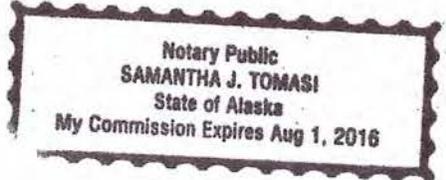
State of Alaska)
3rd Judicial District)

On this, the 2nd day of April, 2013, before me a notary public, the undersigned officer, personally appeared Douglas B. Griffin, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public
My Commission Expires: Aug. 1, 2016



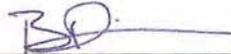
Legal Description of

Sewer Easement

This description is written based on the record information found on MSB Waiver No. 2001-103-PWm, Recorded in Book 1150, Page 731 at the Palmer Recording District, Alaska. No field survey was performed.

The purpose of this legal description is to describe a sewer easement within Parcel 1, MSB Waiver No. 2001-103-PWm, in the Palmer Recording District, located within Section 8, Township 17 North, Range 2 East, Seward Meridian, Alaska, and more particularly described as follows:

Commencing at a 5/8 inch rebar at the north west property corner of said Parcel 1; thence coincident with the north property line of said Parcel 1, N89°58'46"E a distance of 564.00 feet to a 2 ½ inch aluminum cap monument at the north east corner of said Parcel 1, and the **True Point of Beginning**; thence S00°06'39"E a distance of 371.67 feet to a 5/8 inch rebar, thence N90°00'00"W a distance of 376.54 feet to a point; thence S33°00'18"W a distance of 1081.13 feet to a point on the north right of way line of E. Inner Springer Loop; thence coincident with the north right of way line of E. Inner Springer Loop, N89°55'00"W a distance of 23.85 feet to a point; thence N33°00'18"E a distance of 1104.97 feet to a point; thence S90°00'00"E a distance of 367.36 feet to a point; thence N00°06'39"W a distance of 351.63 feet to a point on the north property line of said Parcel 1; thence coincident with the north property line of said Parcel 1, N89°58'46"E a distance of 20.00 feet terminating at the **True Point of Beginning**, containing 36,564 square feet (0.84 acres), more or less, as shown on Exhibit "A", Page 2 of 2, attached to and a part of this document.

 3-12-13
Bradford J. Rinckey Date
Registered Professional Land Surveyor
LS 11299

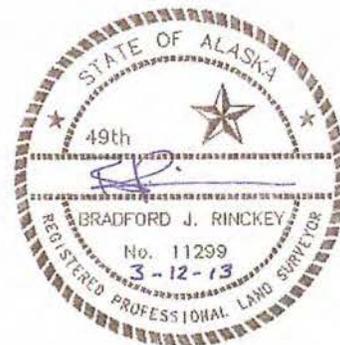


Exhibit "A"

TRUE POINT OF BEGINNING

NOTES

1. NO FIELD SURVEY PERFORMED.
2. ALL MEASUREMENTS BASED ON DOCUMENT OF RECORD. SEE MSB WAIVER NO. 2001-103-PWm, FOR MORE INFORMATION.
3. NO TITLE SEARCH PERFORMED. EASEMENTS OF RECORD, OTHER THAN THOSE SHOWN ON THE PLAT OF RECORD, ARE NOT SHOWN HEREON.
4. ALL DISTANCE SHOWN IN U.S. SURVEY FEET.
5. DRAWING SCALE IS 1 INCH = 200 FEET UNLESS OTHERWISE NOTED.

LEGEND

-  EASEMENT
-  EASEMENT
-  SECTION LINE
-  PROPERTY LINE

MSB WAIVER
NO.
2001-103-PWm
RECORDED IN
BOOK 1150,
PAGE 731
PARCEL 1

PARCEL 2

PLAT 2009-92
HOSKINS
SUBDIVISION
LOT 2

LOT 1

N89°55'00"W
23.85'

E. INNER SPRINGER LOOP

N89°58'46"E 564.00'

N89°58'46"E
20.00'

N00°06'39"W
351.63'

S00°06'39"E
371.67'

S90°00'00"E
367.36'

N90°00'00"W
376.54'

1104.97'
1081.73'

N33°00'18"E
S33°00'18"W



HDL HATTENBURG DILLEY & LINNELL
Engineering Consultants
3335 Arctic Blvd, Anchorage, AK, 99503 (907)564-2120

SEWER EASEMENT
PARCEL 1
MSB WAIVER NO. 2001-103-PWm

CHECKED BY _____ FJS
DRAFTED BY _____ MRS
PAGE 2 OF 2 DATE 03/12/2013

EASEMENT AREA _____ 36564 SF
SCALE: 1" = 200' DATE: 03/12/2013

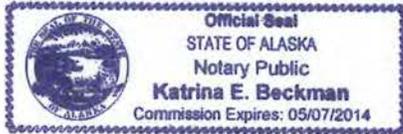
EXHIBIT "A" MSB TAX ID 17N02E08C007

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA)
) SS.
Third Judicial District)

ON THIS 25 day of MARCH, 2013, before me the undersigned, a Notary Public in and for the said State, personally appeared the Grantor, Aaron Payne, known to me to be the identical person who executed the foregoing instrument and acknowledged to me that he/she signed the same as a free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year above written.



Katrina E. Beckman
Notary Public
My Commission Expires: 5/7/14

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA)
) SS.
Third Judicial District)

ON THIS ___ day of ___, 2013, before me the undersigned, a Notary Public in and for the said State, personally appeared the Grantor, ___, known to me to be the identical person who executed the foregoing instrument and acknowledged to me that he/she signed the same as a free and voluntary act and deed, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year above written.

Notary Public
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the CITY OF PALMER, Grantee herein, acting by and through its City Manager, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of April, 2013.

CITY OF PALMER

By: Douglas F. Griffin
Douglas Griffin, City Manager

Filed for Record at the Request of and Return to:
CITY OF PALMER
231 West Evergreen Avenue
Palmer, Alaska 99645