

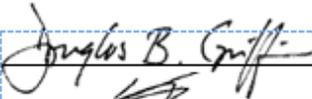
**CITY OF PALMER
ACTION MEMORANDUM NO. 13-029**

Subject: Authorize City Manager to Negotiate and Execute an Utility Extension Agreement with Selway Corporation for a Water Main Extension to Mountain Ranch Estates Subdivision Phase 4

Agenda of: July 23, 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>2,000</u>
This legislation (√):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input type="checkbox"/> A negative fiscal impact in the amount of:	\$ _____
<input checked="" type="checkbox"/> A positive fiscal impact in the amount of:	\$ <u>2,000</u>
<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:	\$ _____
Affected line item(s):	
➤ 02-00-00-2215 Utility Extension Deposit	\$ <u>2,000</u>
➤	\$ _____
➤	\$ _____
Unrestricted/undesignated fund balance (after budget modification)	\$ _____
Director of Finance signature certifying funds:	

Attachment(s):

- Utility Extension Agreement
- Vicinity Map

Summary statement: The Selway Corporation is requesting approval of an Utility Agreement to extend the City water main to serve Mountain Ranch Estates Subdivision Phase 4 in conformance with 1998 City of Palmer standard Specifications. The developer's engineer, Michael R. Erdman, PE, of Erdman & Associates has provided a certified cost estimate of \$394,250:

Construction of 4,293 lineal feet of 6-inch water main and facilities	\$362,250
Consultant engineering fees, and other relate costs	\$30,000
Estimated City warranty period costs	<u>\$2,000</u>
	\$394,250

There are no proposed oversizing costs related to this project. The developer has provided the project cost deposit required in Section 2.03.

Background: Mountain Ranch Estates Phase 4 is outside the current City limits, but is within the City's utility service boundary. Mountain Ranch Estates Phases 1 – 3 are served by City water under previous extension agreements..

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.

Administration recommendation: Approve action memorandum 13-029.

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 Selway Corp, an Alaska Corporation (hereinafter the Developer) enter into the following Agreement this ____ day of _____, 2013.

Jess Hall 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 president, Selway Corp. Jess Hall 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

Selway Corp
Jess Hall, President
PO Box 1987
Palmer, AK 99645

CITY

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:

MOUNTAIN RANCH ESTATES 4

(NOTE: If this legal description is taken from the preliminary plat for the subdivision, it is subject to change after filing of the final plat. See attached map for approximate location of Property).

Section 1 The Project.

- A. The Developer shall extend the existing water system to serve the Property in conformance with 1998 City of Palmer Standard Specifications. The water system shall include all water facilities necessary to provide water service to each lot and/or parcel.

- B. The Developer shall design, construct, and install water mains from the Property to the City's existing water system. The Developer shall pay the entire cost of constructing the water systems to serve the Property. The total cost of constructing water 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.
- B. In the event the water mains 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 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.	<u>Developer's Estimated Cost:</u>	
	Estimated construction cost of approximately 4,293 lineal feet of 6-inch water main and facilities:	\$ 362,250
	Estimated consultant engineering fees and other related costs (i.e. design, soils, survey, project administration, inspection, etc.):	\$ 30,000
	Estimated City warranty period costs (refer to Article 2.03 of this Agreement):	\$ 2,000
	TOTAL ESTIMATED DEVELOPER'S COST:	\$ 394,250
B.	<u>City's Estimated Share of Oversizing Cost:</u>	N/A
C.	<u>TOTAL ESTIMATED PROJECT COST:</u>	<u>\$ 394,250</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 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 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 EXTENSION" means that water or sanitary line which reaches from the water or sanitary service connection to the structure and is generally located on private property.
- L. "WATER/SANITARY SERVICE CONNECTION" means the pipe and appurtenances required to connect an individual property or facility to the water or sanitary main and which terminates at the property line or easement limit and shall not include the necessary further extension of the water or sanitary 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.
- C. 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 Michael R. Erdman, PE, License #6252, license expiration date, 12/31/2013.

Firm: ERDMAN & ASSOCIATES
5200 Dunbar Drive
Wasilla, AK 99654

Telephone No.: 907-376-6989
Fax No.: 888-624-1126
E-Mail Address: erdman@gci.net

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

This test shall be performed before the City provides 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 Manholes for proper Grouting, Ramneck, Smooth Inverts, Beaver Slides, etc.
 - h. Check mains for alignment by lamping,
 - I. Location Markers for all 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 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 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 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 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 _____, 2013, 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

Michael R. Erdman, PE, of Erdman & Associates Consulting Engineers, hereinafter "Engineer," has been employed by Selway Corp, an Alaskan Corporation, the "Developer," to provide special engineering services regarding Mountain Ranch Estates 4 Subdivision, a proposed subdivision 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 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>
Water Distribution System Extension	\$ 394,250

DATE: _____

Michael R. Erdman, P.E.





Plan review Reference: Mountain Ranch Estates Phase 4

Dated: 4/29/2013 submitted by Jess Hall

Project Engineer: Erdman & Associates

1 large plan view sheet was submitted with notes with ADEC application for review approval to Public Works Department.

1. Project will be required to make application for a utility extension agreement with the City of Palmer thru Community Development.
2. Follow City of Palmer 1998 Standard Specifications and details reference installation of water utilities.
3. As noted by ADEC e mail some text is covering service lines to lots.
4. Recommend a detail of new service lines from main to lot line be installed on plan view with sizes and manufacture recommended fusion fittings.
5. Station 13+43 at 6X6X6 tee install gate valve south and 200' of 6" HDPE pipe cap off with blind flange install end of pipe locator post for future connection to existing 12" from Phase 2
6. Install two # 12 tracer wires over HDPE main valve box to valve box or valve box to end of main for future locating needs.
7. Submitt HDPE installer manufactures welds certifications prior to work beginning.
8. Recommend ADEC approved procedure of removing existing septic system and capping off existing water well head be submitted to the city upon completion and certification of engineer.

Greg Wickham



STATE OF ALASKA
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION



DAVID LONGTIN, P.E.
ENGINEER
Drinking Water Program
Division of Environmental Health

1700 E. BOGARD RD, BLDG B, STE 103
WASILLA, AK 99654
Email: david.longtin@alaska.gov
<http://www.dec.state.ak.us>

PHONE: (907) 376-1846
FAX: (907) 376-2382



Facility Information Form Engineering Plan Review

I. Owner/Responsible Party

Required Fields in Bold

First Name: Jess **Last Name:** Hall **Phone:** 907-746-2757
Company Name: _____ **Fax:** 907-746-2759
Mailing Address: PO Box 1987
City: Palmer **State:** AK **Zip Code:** 99645
Email Address: _____

II. System Operator

First Name: SEE ATTACHMENT **Last Name:** _____ **Phone:** _____
Certification: _____ **Fax:** _____
Mailing Address: _____
City: _____ **State:** _____ **Zip Code:** _____

III. Facility Information

Facility Name: _____ **Last Name:** _____ **Phone:** _____
Mountain Ranch 4 -
Extension of City of Palmer
AKA: Watr System **Fax:** _____
Mailing Address: _____
City: _____ **State:** _____ **Zip Code:** _____
Physical Address: _____

Legal Description: Lot: _____ Block: _____ Subdivision: _____ Addition: _____
or
Location: Meridian: Seward Section: 9 Township: 17N Range: 2E Tax Lot: _____

IV. Owner's Statement

I submit the enclosed items concerning the above referenced project. By my signature (18 AAC 15.030), I certify that the above information is correct and the project is (check one):

- privately owned and I am the owner.
- owned by a sole proprietorship and that I am the proprietor.
- owned by a partnership of which I am a general partner.
- owned by a corporation of which I am a principal executive officer of at least the level of vice president, or a duly authorized representative responsible for overall project management.
- owned by a municipal, state, federal, or other public agency of which I am a principal executive officer, ranking elected official, or other duly authorized employee.

Jess Hall 4-09-13 Jess Hall Owner
Signature **Date** **Printed Name** **Title**

Longtin, David L (DEC)

From: Mike Erdman [erdman@gci.net]
Sent: Monday, May 06, 2013 1:45 PM
To: Longtin, David L (DEC)
Subject: Re: Mountain Ranch Estates 4, Lots 5 and 6

Thanks Dave. I'll get it fixed.

FYI, the developer (Jess Hall) will use Kennerson Excavation, who has built all the previous phases. They work on a T&M basis, so we're flexible to make minor changes and insure everything gets completed correctly without having to hassle with change orders to a fixed price contract.

Mike

On May 6, 2013, at 1:15 PM, "Longtin, David L (DEC)" <david.longtin@alaska.gov> wrote:

Looks like your services are obscured by a text block. Might want to fix that before this thing gets bid out.

David Longtin, P.E.
Engineer I
Drinking Water Program
Alaska Department of Environmental Conservation
1700 E. Bogard Rd., Bldg B, Suite 103
Wasilla AK 99654
Tel: (907) 376-1846
Fax: (907) 376-2382

Project Report: Mountain Ranch Est PH 4

Project ID: 8847

PWSID: AK2226020

Project Group: Palmer Water System

File Number:

Comments:

Original Company ID:

Type	Received Date	Submitted By	Decision Date	Staff Name	Decision
Plan	5/6/2013	Erdman, Michael	1/1/0001	Longtin, David	Undecided

Type	Received Date	Submitted By	Decision Date	Staff Name	Decision	Submittal	Waiver Type	WT Decision
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STATE OF ALASKA

DRINKING WATER PLAN REVIEW FEE (Inv Code: DW1R)

Department of Environmental Conservation

INVOICE #: **124890**

PAYMENT IS EXPECTED AT TIME OF SUBMITTAL

PWSID Number: 226020

Make check payable to: **State of Alaska**
 1700 E Bogard Rd, Bldg B, Ste 103
 Wasilla, AK 99654

DEC Contact/Phone: Kellie Alvstad/376-1859

DUNS: 809386857 EIN: 92-600185

Applicant name, address, and phone number:

Hall Quality Homes
PO Box 1987
Palmer, AK 99645
746-2757

IMPORTANT:

1. Please reference invoice number on your check.
2. Submit original of this form with your payment.
3. If this project is funded by a DEC grant or loan, do not make payment now. Please contact your area DEC office for information.

Engineer/Project Contact: Mike Erdman

Facility/Project Name: Mountain Ranch Est Phase 4

Fee Reg Reference		Itemized Fee	Amount Due
80.1910	REVIEW OF REQUEST FOR WAIVER(S)		
(a)(11)(A)	For each waiver of the minimum separation distance required under 18 AAC 80.020 other than a waiver described in (B)	\$585	
(a)(11)(B)	For a waiver of the separation distance between a water line and a sewer line: \$585 for each 1,000 consecutive linear ft. of water pipe or part of that length		
80.1910	PLAN REVIEW FEES		
(a)(9)	Determination of optimal corrosion control reference in 18 AAC 80.010(a)	\$842	
(a)(10)	Application for approval of an innovative technology or device under 18 AAC 80.225	\$796	
(a)(12)	A request for extension of a system plan review approval	\$193	
(b)(1)	Community water system or non-transient non-community water system that		
(b)(1)(A)	uses a groundwater source without treatment, and serving		
(b)(1)(A)i	25 - 150 individuals	\$971	
(b)(1)(A)ii	151 - 1,000 individuals	\$1,837	
(b)(1)(A)iii	more than 1,000 individuals	\$3,627	
(b)(1)(B)	Community or non-transient non-community water system that uses a water source with a treatment technique requirement and serving:		
(b)(1)(B)i	25 - 150 individuals	\$1,404	
(b)(1)(B)ii	151 - 1,000 individuals	\$2,258	
(b)(1)(B)iii	more than 1,000 individuals	\$4,224	
(b)(2)	For a transient non-community public water system for which engineering plans are required		
(b)(2)A	Groundwater source without treatment	\$491	
(b)(2)B	Water source with treatment	\$797	
(b)(3)	if surface water or GWUDISW is a source for the system, in addition to any fee required under (1) or (2) of this subsection	\$468	
(b)(4)	Class C public water system registration under 18 AAC 80.200(i)	\$75	
(c)	Hourly Fee Hours: _____	\$64/hr	
(c)(1)	Modification with no more than 20% change to the facilities; 20% of fee in (b)(1) or (2)		
(c)(2)	Modification over 20% but no more than 50%, the fee is the equivalent percentage of the fee applicable to the pre-modification parameters under (b)(1) or (2)		
(c)(3)	Modification with more than 50%, the fee is 100% of the fee applicable to the pre-modification parameters under (b)(1) or (2)		
(d)1	Distribution main replacement/extension or source water transmission line: <1000 ft.	\$386	
(d)2	Distribution main replacement/extension or source water transmission line: >1000 ft.: \$386, plus \$117 for each 1,000 foot increment or part of that increment over the first 1,000 feet.		\$854.00

Paid: Cash Check No. 19466 VISA MC

TOTAL AMOUNT DUE: \$854.00
TOTAL AMOUNT PAID: \$854.00

To legally construct, install, modify or operate any part of a public drinking water system in Alaska, owners/operators are required to pay a plan review fee pursuant to AS44. Please check the information on this form for accuracy. If there are any questions, please contact the Drinking Water Program at your local DEC office.

Kellie Alvstad

/ EPT

May 6, 2013

Name & Title of DEC Contact

Date

ERDMAN & ASSOCIATES
Consulting Engineers / Water Testing Laboratory

5200 Dunbar Drive
Wasilla, AK 99654

Phone 907-376-6989
Fax 907-373-2157

April 29, 2013

State of Alaska Dept. of Environmental Conservation
Attn: David Longtin, PE
1700 E. Bogard Road, B-103
Wasilla, AK 99654

Re: Mountain Ranch Estates 4; Proposed Extension of City of Palmer Water Main;
PWSID #226020; Request for Approval to Construct;

Mr. Longtin,

Attached for your review and approval are plans for extension of the City of Palmer water system to serve the proposed Mountain Ranch Estates 4 Subdivision. Also attached are the require ADEC plan review checklists and a check for the plan review fee of \$854.

We are proposing to install 4,293 lineal feet of butt-fused, SDR 11, 6" HDPE water main, with a minimum burial depth of ten feet. Valves will be flanged cast iron gate valves. Construction will be in accordance with the City of Palmer Standard Specifications.

Thank you for your assistance, and please email or call if you have any questions or need additional information.

Sincerely,



Michael R. Erdman, PE





Drinking Water Program - Engineering Plan Review Distribution Checklist

Project Name: Mountain Ranch 4 - Extension of City of Palmer Water

Date: 4/8/13

Engineer Name: Michael R. Erdman, PE

Registration No.: 6252

This checklist is required for the construction of new, the modification of existing, and/or the extension of an existing water mains and raw-water transmission lines.

Description	<i>Regulatory Reference</i>
1. Drawings and specifications that cover construction of the distribution system and raw water transmission lines, including piping materials, jointing, thrust blocking, bedding and the plan and profile of the water main. <i>Drawings attached. Specifications are City of Palmer Standard Specifications.</i>	<i>18 AAC 80.205(a)(2)</i>
2. The design will need to address the horizontal and vertical separation distance requirements. <i>Design meets minimum separation distances.</i>	<i>18 AAC 80.020</i>
3. Address sizing of mains, peak demand flow rates, velocities. <i>See attached water main sizing analysis.</i>	<i>18 AAC 80.205(a)(4) 18 AAC 80.205(b)(2)</i>
4. If the proposed distribution system includes dead end lines, address how this will be operated to not adversely affect water quality. <i>Services located to insure water flow through all lines.</i>	<i>18 AAC 80.205(b)(9)</i>
5. Is there a potential for freezing? How is freeze-protection provided? <i>Minimum 10' depth of bury.</i>	<i>18 AAC 80.205(a)(4)</i>
6. Has appropriate thrust blocking been provided? <i>Butt fused HDPE is self restrained.</i>	<i>18 AAC 80.205(a)(4)</i>
7. Can the system be flushed and can areas be isolated during flushing? <i>Valves have been provided at standard spacing to allow isolation.</i>	<i>18 AAC 80.205(a)(3)</i>
8. If this is a seasonal system, how is it drained or prepared for the time it is not in operation? Issues may be the use of antifreeze, draining to sumps and potential cross connection or contamination. <i>N/A</i>	<i>18 AAC 80.205(a)(3)</i>
9. Calculations showing that the design is capable of maintaining at least 20 psi of service pressure at the highest elevation or pressure zone of a distribution main, under peak design demand flow conditions. <i>See attached water main sizing analysis.</i>	<i>18 AAC 80.205(a)(5)</i>
10. Utilidor design adequately protects public health, drinking water systems and the environment. Include construction material, dimensions, thermal considerations, and operational considerations of utilidor should the wastewater collection lines break. If the utilidor contains both water and sewer collection lines that the separation distance requirement is met. <i>N/A</i>	<i>18 AAC 80.020(g)</i>
11. If the water main to a Class A system is to be replaced, provide information on how temporary services will be provided. <i>N/A</i>	<i>18 AAC 80.207(d)(4)</i>
12. Specification that water mains and transmission lines will be disinfected in accordance with AWWA Standard C651. <i>Water mains will be disinfected in accordance with AWWA C651.</i>	<i>18 AAC 80.010(d)(2)</i>

MOUNTAIN RANCH 4
Water Main Extension

PEAK DEMAND ESTIMATE & WATER MAIN SIZING

Peak Demand:

System serves 81 dwelling units.

Per Fig. 2 from ADEC Small Water Systems Guide ---

81 Dwelling Units = 162 gpm Peak Demand

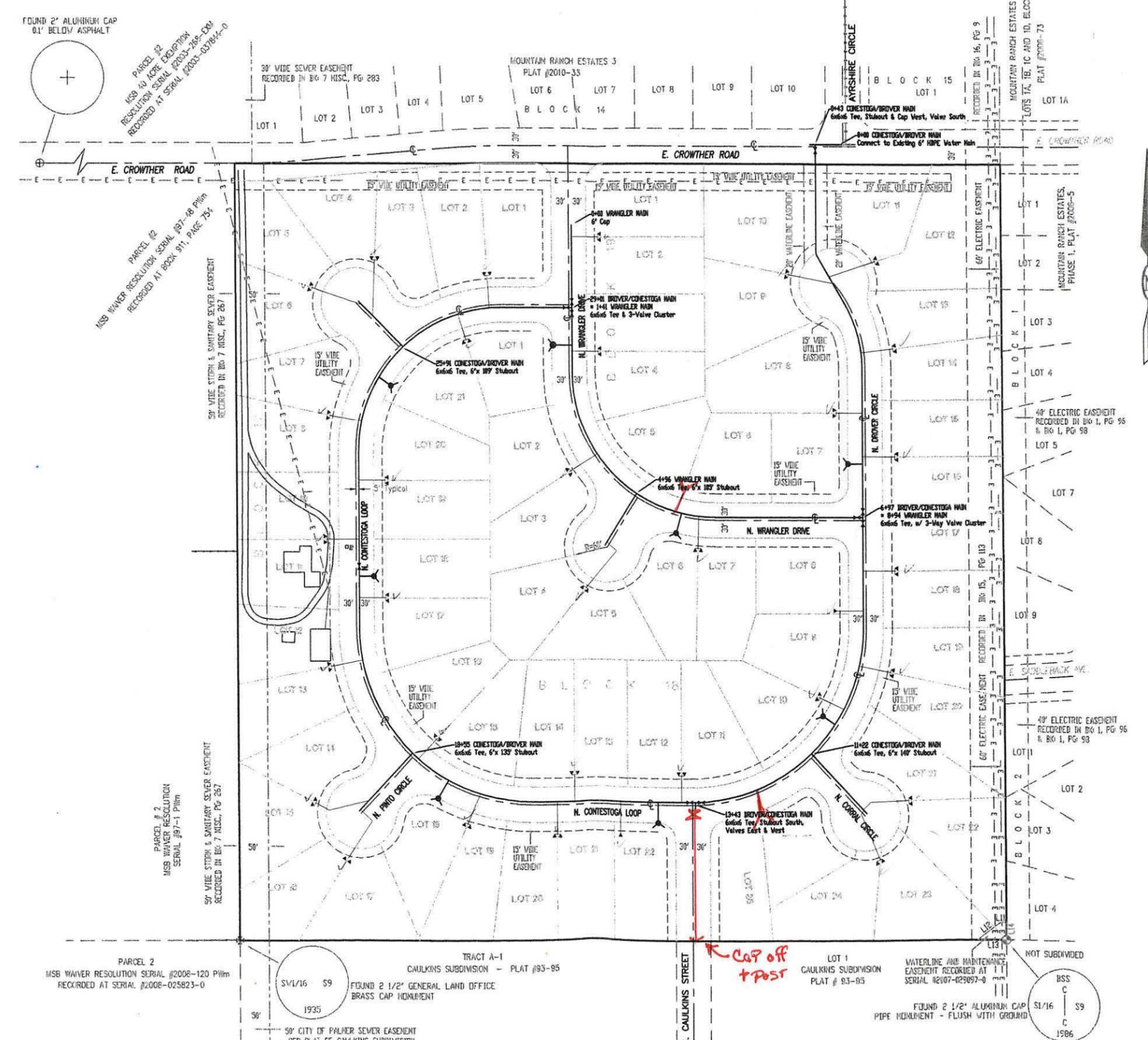
Pipe Sizing/Friction Loss:

1. Crowther to Drover to Wrangler
81 Dwelling Units = 162 gpm
 $697 \text{ LF } 6'' \text{ HDPE} \times 0.21 \text{ Ft}/100\text{Ft} = 1.46 \text{ Feet Max. Loss @ Peak}$
2. From Drover East on Wrangler and South on Conestoga
71 Dwelling Units = 150 gpm. Split 50/50 around Loop = 75 gpm
Loop = 2,960 Feet Total. Split 50/50 = 1,480 LF
1,480 LF 6'' HDPE
Friction Loss @ 75 gpm in 6'' HDPE is negligible.

City of Palmer reports steady reliable pressure of 55 psi +/- at Crowther Road. Therefore, the proposed main extension, utilizing 6'' HDPE will provide for minimal pressure drop and reliable service pressures throughout the proposed subdivision.



SCALE 1" = 1 MILE
CITY MAP

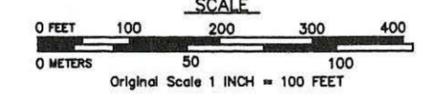


- LEGEND**
- 6" HDPE WATER MAIN
 - GATE VALE
 - FIRE HYDRANT
 - ◀ SERVICE CURB STOP

- NOTES**
1. ALL WATER MAINS SHALL BE 6" HIGH DENSITY POLYETHYLENE (HDPE) SDR 11.
 2. WATER MAINS SHALL HAVE A MINIMUM BURIAL DEPTH OF TEN FEET.
 3. UNLESS OTHERWISE INDICATED, ALL CONSTRUCTION SHALL CONFORM TO CITY OF PALMER STANDARD SPECIFICATIONS.
 4. ALL CONSTRUCTION SHALL CONFORM TO TO REGULATIONS AND REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC).
 5. ALL MATERIALS WHICH WILL CONTACT DRINKING WATER SHALL BE LEAD-FREE AND NSF-61 CERTIFIED.



4/29/13
SCALE



MOUNTAIN RANCH ESTATES 4
PALMER, ALASKA

WATER DISTRIBUTION SYSTEM
(Extension of City of Palmer Water System)

ERDMAN & ASSOCIATES
CONSULTING ENGINEERS
5200 DUNBAR DRIVE WASILLA, ALASKA 99654

DRAWN BY MRE	DATE 4/29/13	DRAWING 12380-01
CHECKED BY MRE	SCALE 1 INCH = 100 FEET	SHEET 1 OF

FOUND 2" ALUMINUM CAP
0.1" BELOW ASPHALT

PARCEL #2
MSB WAIVER RESOLUTION SERIAL #2008-120 P/M
RECORDED AT SERIAL #2008-025823-0

PARCEL #2
MSB WAIVER RESOLUTION SERIAL #97-1 P/M
RECORDED AT BOOK 911, PAGE 754

PARCEL #2
MSB WAIVER RESOLUTION SERIAL #97-1 P/M
RECORDED IN BK 7 MISC., PG 267

TRACT A-1
CAULKINS SUBDIVISION - PLAT #93-95

FOUND 2 1/2" GENERAL LAND OFFICE
BRASS CAP MONUMENT

1935

50' CITY OF PALMER SEWER EASEMENT
PER PLAT OF CAULKINS SUBDIVISION

Cap off
+ post

FOUND 2 1/2" ALUMINUM CAP
PIPE MONUMENT - FLUSH WITH GROUND

S1/16 C S9
1586

Sandra Garley

From: Tom Cohenour
Sent: Wednesday, June 19, 2013 11:35 AM
To: Sandra Garley
Subject: FW: Utility Extention Agreements

Sandy,

I just spoke with Warren Petrasek with DOL Wage and Hour. He clarified the issue about paying DB wages. The State Fair would be obligated to pay DB wages because the project is funded by public money. A developer would not be required to pay DB wages if their project is not funded by public money.

Tom

From: Kohlhase, Kent E. [<mailto:KohlhaseKE@ci.anchorage.ak.us>]
Sent: Wednesday, June 19, 2013 11:18 AM
To: Sandra Garley
Cc: Tom Cohenour
Subject: RE: Utility Extention Agreements

Hello Sandra –

We do not require our developers to pay DB wages.

We do, however, require them to use DB wages and Municipal bid tabs when they prepare their cost estimate for the project. We use those numbers for the performance bond for the agreement, so that we theoretically would have sufficient funding to put the work out to bid in the event the developer defaults.

I hope this helps. Please let me know if you need more information.

Regards,

Kent Kohlhase, P.E.
Private Development Manager
Development Services Division
Community Development Department
Municipality of Anchorage
(907) 343-8310

From: Sandra Garley [<mailto:sgarley@palmerak.org>]
Sent: Tuesday, June 18, 2013 1:31 PM
To: Kohlhase, Kent E.
Cc: Tom Cohenour
Subject: Utility Extention Agreements

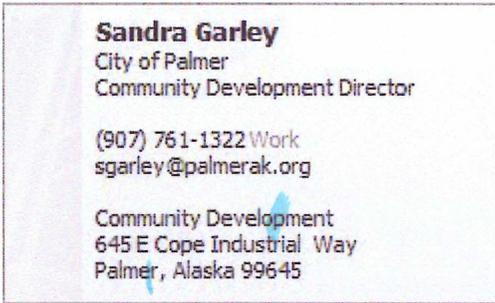
The Palmer Public Works Director, Tom Cohenour, and I would like to know if you require private subdivision developers to put in a water main extension improvements using little Davis-Bacon wages.

Background:

We have a subdivision, Mountain Ranch Estates Phase 4, that is outside the City of Palmer limits but within our utility service boundary that wants City water. We have over the years approved three utility extension agreements with the developer for Phases 1-3. In reviewing these previous agreements, we have accepted Alaska registered professional engineer's certified cost estimates. Today a question has come up as to whether or not we should be requiring these

developers to pay Little Davis-Bacon wages to contractors putting in water main extensions for their subdivisions because at the end of the two year warranty period, the lines will become City property.

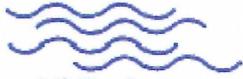
What does Anchorage require? Using this same argument, if this is a requirement for water lines, is it also required for subdivision roads



Sandra Garley

From: Turker, Ali X. [Ali.Turker@awwu.biz]
Sent: Wednesday, June 19, 2013 11:16 AM
To: Sandra Garley
Subject: FW: Utility Extention Agreements

FYI.



Ali Turker
Private Development Coordinator
Anchorage Water & Wastewater Utility
Direct: 907-564-2747
Fax: 907-562-0824
ali.turker@awwu.biz

From: Turker, Ali X.
Sent: Wednesday, June 19, 2013 11:14 AM
To: Kohlhase, Kent E.
Subject: RE: Utility Extention Agreements

Kent:
No, we do not charge/apply DB in Private Development.

Ali

From: Kohlhase, Kent E. [<mailto:KohlhaseKE@ci.anchorage.ak.us>]
Sent: Wednesday, June 19, 2013 8:47 AM
To: Turker, Ali X.
Subject: FW: Utility Extention Agreements

Hello Ali –

I've received a question from the Palmer Community Development office. They want to know if we require private developers to pay DB wages for road and utility work to serve subdivisions.

For road work, we do not if they are using private funds to do the development.

Is that true for AWWU as well, if developers are doing the work under a utility extension agreement?

Thanks -

Kent Kohlhase, P.E.
Private Development Manager
Development Services Division
Community Development Department
Municipality of Anchorage
(907) 343-8310

From: Sandra Garley [<mailto:sgarley@palmerak.org>]
Sent: Tuesday, June 18, 2013 1:31 PM
To: Kohlhase, Kent E.
Cc: Tom Cohenour
Subject: Utility Extention Agreements

The Palmer Public Works Director, Tom Cohenour, and I would like to know if you require private subdivision developers to put in a water main extension improvements using little Davis-Bacon wages.

Background:

We have a subdivision, Mountain Ranch Estates Phase 4, that is outside the City of Palmer limits but within our utility service boundary that wants City water. We have over the years approved three utility extension agreements with the developer for Phases 1-3. In reviewing these previous agreements, we have accepted Alaska registered professional engineer's certified cost estimates. Today a question has come up as to whether or not we should be requiring these developers to pay Little Davis-Bacon wages to contractors putting in water main extensions for their subdivisions because at the end of the two year warranty period, the lines will become City property.

What does Anchorage require? Using this same argument, if this is a requirement for water lines, is it also required for subdivision roads

Sandra Garley

City of Palmer
Community Development Director

(907) 761-1322 Work
sgarley@palmerak.org

Community Development
645 E Cope Industrial Way
Palmer, Alaska 99645