

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
May 24, 2011 – REGULAR SESSION

City Council Chambers
55 South State Street
Third Floor
Clearfield, Utah

Mission Statement: To provide services that enhance the quality of life in our community.

6:30 P.M. CDRA WORK SESSION

Discussion on a Professional Services Contract with RS Contract Management

****CDRA ADJOURN AND RECONVENE IN A CITY COUNCIL WORK SESSION****

CITY COUNCIL WORK SESSION

Discussion on Planning Commission Reappointments
Discussion on the Municipal Campus Subdivision Plat
Discussion on Elections

7:00 P.M. REGULAR SESSION

CALL TO ORDER:	Mayor Wood
OPENING CEREMONY:	Youth City Council Member Jeremy Bell
APPROVAL OF MINUTES:	May 10, 2011 – Regular Session

PUBLIC HEARING:

1. **PUBLIC HEARING FOR A PRELIMINARY AND FINAL SUBDIVISION PLAT FOR THE CLEARFIELD CITY MUNICIPAL CAMPUS LOCATED AT THE SOUTHEAST CORNER OF CENTER AND STATE STREET**

BACKGROUND: A request by Clearfield for a Preliminary and Final Subdivision Plat to merge and re-subdivide several parcels approximately 7.23 acres total, into two parcels. The site is located at the southeast corner of Center and State Streets. The property is zoned C-2, Commercial. (TINs: 12-001-0087, 12-001-0089 through -0009, 12-001-0112 and -0113, 12-001-0129 and -0130, 12-001-0145, 12-001-0166 and 12-001-0169). The Planning Commission held a public hearing and unanimously recommended approval on April 4, 2011.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

2. **CITIZEN COMMENTS**
3. **CONSIDER APPROVAL OF THE REAPPOINTMENT OF JOEL GAERTE, COMMISSIONER, AND BARBARA PERRY, ALTERNATE, TO SERVE ON THE PLANNING COMMISSION FOR A TERM EXPIRING IN FEBRUARY 2016**

BACKGROUND: Commissioner Gaerte and Commissioner Perry have indicated their interest in continuing to serve on the Planning Commission for an additional term.

RECOMMENDATION: Approve the reappointment of Joel Gaerte, Commissioner, and Barbara Perry, Alternate, to serve on the Planning Commission for terms expiring in February 2016 and authorize the Mayor's signature to any necessary documents.

4. CONSIDER APPROVAL OF A PRELIMINARY AND FINAL SUBDIVISION PLAT FOR THE CLEARFIELD CITY MUNICIPAL CAMPUS LOCATED AT THE SOUTHEAST CORNER OF CENTER AND STATE STREET

RECOMMENDATION: Approve the preliminary and final subdivision plat for the Clearfield City Municipal Campus and authorize the Mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF THE AWARD OF BID TO MHI SERVICES FOR A BOILER EFFICIENCY UPGRADE

BACKGROUND: The City has received American Recovery Resource Act funds for energy efficiency upgrades which includes the upgrades to the boiler at the municipal building as one of the projects. Staff hired the engineering services of Van Boerum and Frank to design energy efficiency upgrades for the existing boiler. After completion of the engineering, staff solicited bids for the proposed work. MHI Service of Salt Lake City was the lowest responsible bidder for the project. The project will include 2 20hp motors, 2 7.5hp motors, 2 7.5hp variable frequency drives and a new controller. The price to complete the work is \$30,617.

RECOMMENDATION: Approve the award of bid for boiler upgrades in the City office building and authorize the Mayor's signature to any necessary documents contingent on the approval and Right-To-Work document from the project manager for the Utah State Energy Program.

6. CONSIDER APPROVAL OF THE AWARD OF BID FOR THE ANN STREET UTILITY UPGRADE IMPROVEMENT PROJECT

BACKGROUND: Bids were received from four construction companies for the Ann Street Utility Upgrade Improvement Project. The proposed work to be completed consists of the replacement and upgrade of the existing culinary water and sanitary sewer lines, the installation of a new storm drain line and the reconstruction of the roadway pavement on Ann Street. The project will be funded by the use of Federal STAG (State Tribal Assistance Grant) funds, water bond funds and storm drain funds. The lowest responsible bid was received from Kapp Construction with a bid amount of \$875,426.80.

RECOMMENDATION: Approve the award of bid to Kapp Construction for the Ann Street Utility Upgrade Improvement Project for the bid amount of \$875,426.80, with contingency and engineering funding of \$159,573.20, for a total project cost of \$1,035,000; and authorize the Mayor's signature to any necessary documents.

7. CONSIDER APPROVAL OF THE AWARD OF BID FOR THE 200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST STREET TO 1000 WEST STREET

BACKGROUND: Bids were received from eight construction companies for the 200 South Roadway Improvement Project from 500 West Street to 1000 West Street. The work that is proposed to be completed is the replacement and upgrade of the existing sanitary sewer line,

installation of curb and gutter on the south side of the road and the reconstruction of the roadway pavement. The lowest responsible bid was received from Advanced Paving and Construction with a bid amount of \$774,200.10.

RECOMMENDATION: Approve the award of bid to Advanced paving and Construction for the 200 South Roadway Improvement Project from 500 West Street to 1000 West Street for the bid amount of \$774,200.10, with contingency and engineering funding of \$147,099.90, for a total project cost of \$921,300; and authorize the Mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF A REVISED INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY CITIES AND DAVIS COUNTY FOR UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) GENERAL PERMIT

BACKGROUND: On December 15, 2010 the Clearfield City Council approved an Interlocal Cooperation Agreement between Davis County cities and Davis County for the Utah Pollutant Discharge Elimination System (UPDES) General Permit. As this agreement went to other Davis County cities for approval some minor revisions were made; therefore, the revised agreement is being resubmitted to the City Council for consideration and approval.

RECOMMENDATION: Approve the Interlocal Cooperation Agreement between Davis County cities and Davis County for UPDES General Permit and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

Financial Reports
Mayor's Report
City Councils' Reports
City Manager's Report
Staffs' Reports

*****ADJOURN AS THE CITY COUNCIL AND RECONVENE AS THE CDRA*****

1. APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE MAY 10, 2011 MEETING
2. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH RS CONTRACT MANAGEMENT, LLC

BACKGROUND: The CDRA desires to establish an Economic Development Project Area for the purpose of facilitating the progression of the ATK Project in Clearfield. The contract authorizes specialized professional services for that purpose from RS Contract Management, LLC.

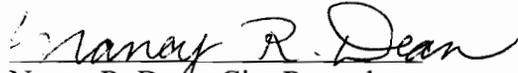
RECOMMENDATION: Approve a professional services contract with RS Contract Management, LLC and authorize the Chair's signature to any necessary documents.

****ADJOURN AS THE CDRA AND RECONVENE
AS THE CITY COUNCIL IN A WORK SESSION****

WORK SESSION IMMEDIATELY FOLLOWING THE CDRA MEETING

Discussion on the Architect Feasibility Study for the Community Center

Dated this 19th day of May, 2011.


Nancy R. Dean, City Recorder



The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 525-2714, giving her 48-hour notice.

CLEARFIELD CITY COUNCIL MEETING MINUTES
 7:00 P.M. REGULAR SESSION
 May 10, 2011

PRESIDING:	Don Wood	Mayor
PRESENT:	Kathryn Murray Doyle Sprague Bruce Young	Councilmember Councilmember Councilmember
PRESENT: VIA TELEPHONE:	Mark Shepherd	Councilmember
EXCUSED:	Marilyn Fryer	Councilmember
STAFF PRESENT:	Adam Lenhard Brian Brower Valerie Claussen Stacy Millgate Scott Hodge Kim Dabb Tracy Heun Greg Krusi Summer Palmer Bob Wylie Steve Guy Jessica Hardy Kim Read	Interim City Manager City Attorney Acting Community Development Director CDBG Coordinator Public Works Director Operations Manager Community Services Dir. Police Chief Human Resource Manager Administrative Services Director City Treasurer Accounting Technician Deputy City Recorder
EXCUSED:	Nancy Dean	City Recorder

VISITORS: Mike LeBaron, Brittany Kraus, Kim Kraus, Jeff Schmidt, Scott Gardner

Mayor Wood informed the citizens present that if they would like to comment during Citizen Comments or the Public Hearings there were forms to fill out by the door.

Mayor Wood stated Councilmember Shepherd would be participating in the meeting via electronic means. Roll call attendance was taken.

Youth City Councilmember Amber Seidel conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE APRIL 26, 2011 REGULAR SESSION

Councilmember Sprague moved to approve the minutes from the April 26, 2011 regular session as written, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None. Councilmember Fryer was not present for the vote.

PUBLIC HEARING TO RECEIVE COMMENT ON CLEARFIELD CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE-YEAR ACTION PLAN FOR PROGRAM YEAR JULY 1, 2011 - JUNE 30, 2012

A copy of the proposed 2011/2012 Community Development Block Grant (CDBG) One-Year Action Plan had been provided to the City Council. Citizens were given the opportunity to review the One Year Action Plan in the Community Development Department from March 23, 2011 until April 21, 2011. No written comments were received during this time period.

Stacy Millgate, CDBG Coordinator, outlined the proposal for the CDBG funds for the 2011/2012 Program Year. She stated the City would receive approximately \$209,000 for the program year and explained \$12,100 was designated for the Clearfield Youth Resource Center, \$9,160 for the Family Connection Center to be used for the crisis care nursery, Davis Community Housing Authority was allocated \$10,200 which would be used for the Emergency Home Repair Program, and \$37,000 for CDBG Administrative costs with the remaining \$137,000 to be used for an infrastructure project on 100 North.

Mayor Wood declared the Public Hearing open at 7:09 p.m.

Mayor Wood asked for public comment.

There was no public comment.

Councilmember Murray moved to close the public hearing at 7:09 p.m., seconded by Councilmember Sprague. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None. Councilmember Fryer was not present for the vote.

PUBLIC HEARING TO CONSIDER A REQUEST BY RULON C. GARDNER AND CHRIS GAMVROULAS FOR AN AMENDED FINAL SUBDIVISION PLAT FOR PARK VILLAGE PHASE 1 AND PHASE 2 WHICH IS ZONED R-2 AND LOCATED IN THE VICINITY OF THE SOUTHWEST CORNER OF 300 NORTH AND 1000 WEST

Adam Lenhard, Acting City Manager, explained Gardner Park Village LLC and Clearfield Park Village LLC submitted a joint application to the City to amend the subdivision plats in Park

Village. He explained the primary purpose for amending the subdivision plat was to distribute a long narrow strip of open space between two rows of building lots to the adjacent lots, making them larger. He indicated the open space would not be able to function as originally intended for the development.

The amendment would abandon Parcel A (REF TIN: 12-693-0030) and distribute the parcel between lots 8 through 13 and 41 through 46 (TINS: 12-693-0008 through 12-693-0013 and 12-712-0041 through 12-712-0046). The Planning Commission opened the Public Hearing at their March 16, 2011 meeting and approved to continue the item to the April 20, 2011 Planning Commission meeting, at the request of the applicants. The Planning Commission recommended approval. This public hearing was opened and continued from the March 22, 2011 City Council Meeting.

Mayor Wood asked for public comment.

There was no public comment.

Councilmember Young moved to close the public hearing at 7:10 p.m., seconded by Councilmember Sprague. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None. Councilmember Fryer was not present for the vote.

CITIZEN COMMENTS

Amber Seidel, Youth City Council, read a letter explaining the experiences and opportunities encountered by the Youth City Council (YCC) while attending a leadership conference at Utah State University. She shared specifics regarding the workshops attended by the YCC. She informed the Council the YCC had placed 7th out of the participating 29 Councils. She expressed appreciation to the Mayor, Council, Councilmember Young and Natalee Flynn, YCC Advisor, for allowing the YCC the opportunity to attend the conference and presented a display board to the City illustrating the accomplishments of the YCC throughout the previous year.

Mayor Wood expressed appreciation to Councilmember Young and Natalee Flynn, YCC Advisor, for their assistance in mentoring members of the YCC. He acknowledged Mike LeBaron in the audience for the vision he had as a councilmember in implementing the YCC during his time on the City Council.

APPROVAL OF THE ADOPTION OF CLEARFIELD CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE-YEAR ACTION PLAN FOR PROGRAM YEAR JULY 1, 2011 - JUNE 30, 2012

A copy of the proposed 2011/2012 Community Development Block Grant (CDBG) One-Year Action Plan has been provided to the City Council. Citizens were given the opportunity to review the One Year Action Plan in the Community Development Department from March 23, 2011 until April 21, 2011. No comments were received during this time period.

Councilmember Sprague moved to approve the CDBG One-Year Action Plan for 2011/2012 and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None.

Councilmember Fryer was not present for the vote.

Mayor Wood expressed appreciation and praised Ms. Millgate for her work in completing the necessary paperwork which keeps the City compliant with federal guidelines allowing it to continue to receive CDBG funds.

APPROVAL OF ADDENDUM NO. 3 TO THE PARK VILLAGE DEVELOPMENT AGREEMENT

Park Village Development Agreement, Addendum No. 3, is an amendment that modified a referenced plat exhibit, modified the project open space, clarified remaining project improvements and timing, and other properly related matters thereto. The property was zoned R-2 and located in the vicinity of the southwest corner of 300 North and 1000 West. The Planning Commission unanimously recommended approval of the amendment to the Development Agreement on April 20, 2011.

Councilmember Shepherd declared he had an interest in the Park Village development as he represented the Gardner's in marketing their properties.

Councilmember Young moved to approve Addendum No. 3 to the Park Village Development Agreement and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None.

Councilmember Fryer was not present for the vote.

APPROVAL OF THE PARK VILLAGE AMENDED SUBDIVISION PLAT

Councilmember Sprague moved to approve the Park Village Amended Subdivision Plat and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Young. **The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None.** Councilmember Fryer was not present for the vote.

ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2011/2012 AND SET A PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON THE BUDGET

The Tentative Budget as presented to the Council for adoption was a balanced budget for all funds. The certified tax rate had not been received from Davis County.

Bob Wylie, Administrative Services Director, expressed appreciation to Steve Guy, City Treasurer, and Jessica Hardy, Accounting Technician, for their effort in compiling the Tentative Budget. He emphasized the document included all funds and pointed out it was a balanced budget. He reviewed with the Council where the expenditures, revenues and divisions could be located in the document. He directed the Council to the Capital Project portion of the document which reflected the \$300,000 for appropriated road projects. He pointed out the Certified Tax Rate would be received in mid-June from the County.

Mayor Wood also expressed appreciation to Mr. Wylie, Mr. Guy and Ms. Hardy for their work in assembling the budget document during the difficult economic conditions.

Councilmember Murray moved to approve the fiscal year 2011/2012 Tentative Budget and set a public hearing on the budget for Tuesday, June 14, 2011, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None. Councilmember Fryer was not present for the vote.

APPROVAL OF THE AWARD OF THE CONTRACT FOR ENERGY EFFICIENT LIGHTING UPGRADE

The City had been awarded a grant through the American Recovery and Reinvestment Act to upgrade and retrofit lighting fixtures and various components to become more energy efficient in various buildings throughout the City. Staff solicited bids for labor to complete the project. Materials for the project would be purchased through State Contract pricing. The lowest responsible bidder for the project was Positive Power located in Ogden, Utah in the amount of \$15,664. This amount also included disposal of the lighting tubes that will no longer be used.

Councilmember Sprague moved to award the contract to Positive Power for an energy efficient lighting upgrade project and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None. Councilmember Fryer was not present for the vote.

APPROVAL OF FUNDING FOR THE PURCHASE AND INSTALLATION OF A NEW SUBMERSIBLE MOTOR FOR THE 700 SOUTH WELL

The City received bids from contractors to provide and install a new submersible motor for the 700 South Well. The City staff reviewed the bids and recommended awarding the contract to Delco Western with the bid amount of \$86,715.87 for the new submersible motor and \$9,115 for the replacement of the electrical service cable, for a total cost of \$95,830.87. Delco Western estimated it would take ten weeks to receive the new motor and one week to complete the installation for a total of eleven weeks to complete the project.

Councilmember Young moved to approve the award of bid to provide and install a new submersible motor for the 700 South Well to Delco Western, bid amount for the motor of \$85,715.87 and \$9,115 for the electrical cable, for a total cost of \$95,830.87; and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None. Councilmember Fryer was not present for the vote.

COMMUNICATION ITEMS:***Mayor Wood***

1. Informed the Council a request from Clearfield High for the senior graduation had been received and the check had been processed.
2. Reported he also had received a request from Syracuse High for its senior graduation party. He indicated the check was in process.

3. Announced the resignation of Tracy Heun, Community Services Director, after 21 years with the City. He indicated she had accepted a new position with Hogan Construction. He expressed his opinion it would be difficult for the City to find someone as qualified as she.

Councilmember Murray – nothing to report.

Councilmember Shepherd – Expressed appreciation at being allowed to participate during the meeting electronically.

Councilmember Sprague – Stated he would miss Ms. Heun and was happy for her and the new job opportunity. He agreed with the Mayor's comments specific to recruiting a candidate with her capabilities.

Councilmember Young – Expressed appreciation to Ms. Heun for her service to the City.

Adam Lenhard, Interim City Manager

1. Thanked Ms. Heun for her years with the City and stated it had been a honor working with her.
2. Expressed appreciation to the Administrative Services staff in presenting a balanced budget during the difficult economic climate.

STAFFS' REPORTS

Kim Read, Deputy City Recorder – Informed the Council of a possible special session on Tuesday, May 17, 2011. Policy session on May 24, 2011 and a possible work session on June 7, 2011 with a regular policy session on June 14, 2011.

Councilmember Young moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency at 7:37 p.m., seconded by Councilmember Sprague . The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, Sprague and Young. Voting NAY – None. Councilmember Fryer was not present for the vote.

****The minutes for the CDRA are in a separate location****

ATTACHMENT

1



**CLEARFIELD CITY
CITY COUNCIL
STAFF REPORT**

**AGENDA
ITEM**

TO: Honorable Mayor and Council

FROM: Valerie Claussen, MPA, AICP
Acting Community Development Director
vclaussen@clearfieldcity.org (801) 525-2785

MEETING DATE: May 24, 2011

SUBJECT: Public Hearing, Discussion and Possible Action on **FSP 11-015**, a request by Clearfield City for a Preliminary and Final Subdivision Plat to merge and re-subdivide several parcels approximately 7.23 acres total, into two parcels. The site is located at the southeast corner of Center and State Streets. The property is zoned C-2. (TINs: 12-001-0087, 12-001-0089 through -0099, 12-001-0112 and -0113, 12-001-0129 and -0130, 12-001-0145, 12-001-0166 and 12-001-0169)

RECOMMENDATION

Move to **approve**, FSP 11-015, a Preliminary and Final Subdivision Plat for Clearfield City Municipal Campus, based on the discussion and findings provided in the Staff Report.

PROJECT SUMMARY

Project Information	
Project Name	Clearfield City Municipal Campus
Site Location	SEC Center and State Streets
Applicant	Clearfield City
Owner	Clearfield City
Proposed Actions	Preliminary and Final Subdivision Plat
Current Zoning	C-2 (Commercial)
Land Use Classification	Commercial Area
Gross Site Area	7.23 Acres
Merge and Re-subdivide	19 +/- parcels into two parcels
Lot 1	5.30 acres (230,995 SF)
Lot 2	1.42 acres (62,263 SF)

PLANNING COMMISSION

Recommendation

This item was heard at the May 4, 2011 Planning Commission meeting, where a public hearing was held and a vote unanimously recommended approval for the preliminary and final subdivision plat.

ANALYSIS

Background

The merger and re-subdivision of the City's Municipal Campus accomplishes a couple of goals. The first is the housekeeping component of platting the property appropriately, being able to eliminate unnecessary parcels, and bringing the property into conformance with the Land Use Ordinance. The second is the potential for North Davis Fire District to obtain the property on which the fire house is located. It was determined in preliminary discussions that the re-platting of the property would be needed to explore or even move forward with further discussions and/or negotiations.

Master Plan and Zoning

The parcels are Master Planned and zoned Commercial. Although government offices, community centers, and fire houses are traditionally located in Public Facility type zoning districts, the existing uses are consistent with commercial zoning.

Subdivision Plat Approval

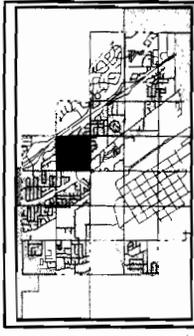
The existing municipal campus consists of approximately 19 parcels that will be merged and resubdivided into two parcels. The proposed parcels meet minimum lot size requirements in the C-2 zoning. Setbacks and other development standards remain conforming to the zoning with the proposed plat. No further impacts are anticipated, as the subdivision does not create additional development.

Public Comment

No public comment has been received to date.

ATTACHMENTS

1. Existing Parcel Exhibit
2. Clearfield City Municipal Campus Plat Exhibit



03/08/2011

Clearfield City



1:1,212

Map Legend

-  Parcels
-  Streets
-  Private
-  Major
-  Minor





Clearfield City
Community Development

Planning & Zoning, Building Inspections, Business Licensing,
Code Enforcement and GIS

CLEARFIELD CITY
Notice of PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the following public hearings have been scheduled to be heard by the Clearfield Planning Commission at 7:00 p.m. on Wednesday, May 4, 2011 and Clearfield City Council at 7:00 p.m. on Tuesday, May 24, 2011. Both meetings will be held in the Council Chambers on the 3rd Floor of the City Municipal Center located at 55 South State Street, Clearfield, Utah 84015. All interested persons present will be given an opportunity to be heard.

FSP 11-015: A request by Clearfield City for a Preliminary and Final Subdivision Plat to merge and re-subdivide several parcels approximately 7.23 acres total, into two parcels. The site is located at the southeast corner of Center and State Streets. The property is zoned C-2. (TINs: 12-001-0087, 12-001-0089 through -0099, 12-001-0112 and -0113, 12-001-0129 and -0130, 12-001-0145, 12-001-0166 and 12-001-0169)

A copy of the application is available for review in the Community Development Department on the 2nd Floor of the City Municipal Center located at 55 South State Street, Clearfield, Utah, Monday through Friday, 8:00 A.M. to 5:00 P.M.

Dated this 18th day of April, 2011.

CLEARFIELD CITY CORPORATION

/s/Nancy R. Dean, City Recorder

ATTACHMENT

7



CIVIL ENGINEERING CONSULTANTS, PLLC.

5141 South 1500 West
Riverdale City, Utah 84405
801-866-0550

18 May 2011

Clearfield City
55 South State Street
Clearfield, Utah 84015

Attn: Mayor Don Wood and City Council
Proj: **200 South Roadway Improvement Project from 500 West to 1000 West**
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor Wood and Council Members,

The "Bid Opening" for the above referenced project was conducted this afternoon. The lowest responsible bidder is Advanced Paving & Construction of Ogden, Utah.

Enclosed are the "Bid Results" and "Bid Proposal Tabulation". Advanced Paving & Construction's bid was reviewed and found to meet the bidding conditions required in the Contract Documents.

Since Advanced Paving & Construction's bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$774,200.10 to Advanced Paving & Construction.

Should you have any questions or desire additional information concerning the contractor or his bid, please feel free to contact our office at your earliest convenience.

Sincerely,
CEC, Civil Engineering Consultants, PLLC

R. Todd Freeman, P.E.
City Engineer

cc: Scott Hodge - Clearfield Public Works Director
Kim Dabb - Clearfield City Operations Manager

BID RESULTS

**200 South Roadway Improvement Project
 from 500 West to 1000 West**

OWNER: CLEARFIELD CITY
 ENGINEER: CEC, CIVIL ENGINEERING CONSULTANTS, PLLC

BID DATE: May 18th, 2011
 TIME: 2:00 pm
 BID LOCATION: Clearfield City Offices
 55 South State Street; 3rd Floor
 Clearfield, UT 84015

PLAN HOLDER NAME	ADDENDUM	BID BOND	BID AMOUNT
Advanced Paving & Construction	x	5%	\$774,200.10
Post Asphalt Paving & Construction	x	5%	\$788,616.50
TNT General Contractors	x	5%	\$792,776.00
Staker & Parson Companies	x	5%	\$815,205.90
Whitaker Construction Co.	x	5%	\$868,715.00
Thurgood Excavating Inc.	x	5%	\$868,830.00
Granite Construction Company	x	5%	\$874,380.50
Associated Brigham Contractors	x	5%	\$900,997.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 WEST

BID DATE: 18 MAY 2011
 OWNER: CLEARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Advanced Paving & Construction P.O. Box 12847 Ogden, UT 84412		Post Asphalt Paving & Construction 1762 West 1350 South Ogden, UT 84401		TNT General Contractors 145 South 1350 East Lehi, UT 84043	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization.	1	lrs	\$25,000.00	\$25,000.00	\$24,500.00	\$24,500.00	\$29,200.00	\$29,200.00
2.	Remove curb & gutter.	500	lf	\$3.00	\$1,500.00	\$3.00	\$1,500.00	\$6.15	\$3,075.00
3.	Remove asphalt and roadbase.	17,300	sy	\$3.00	\$51,900.00	\$2.75	\$47,575.00	\$1.95	\$33,735.00
4.	Remove concrete sidewalk, flatwork and driveway approach.	800	sf	\$1.00	\$800.00	\$0.85	\$680.00	\$2.50	\$2,000.00
5.	Remove storm drain pipe.	38	lf	\$5.20	\$197.60	\$28.00	\$1,064.00	\$13.50	\$513.00
6.	Remove storm drain box at Sta 12+46.07.	1	ea	\$260.00	\$260.00	\$525.00	\$525.00	\$200.00	\$200.00
7.	Remove storm drain catch basin.	6	ea	\$260.00	\$1,560.00	\$525.00	\$3,150.00	\$200.00	\$1,200.00
8.	Install 4' x 7' storm drain junction box.	1	ea	\$2,800.00	\$2,800.00	\$3,200.00	\$3,200.00	\$3,040.00	\$3,040.00
9.	Install single catch basin.	7	ea	\$1,615.00	\$11,305.00	\$1,550.00	\$10,850.00	\$1,300.00	\$9,100.00
10.	Install storm drain combination box.	5	ea	\$3,225.00	\$16,125.00	\$3,400.00	\$17,000.00	\$3,500.00	\$17,500.00
11.	Install 15-inch diameter storm drain pipe, class III.	205	lf	\$24.45	\$5,012.25	\$32.00	\$6,560.00	\$23.60	\$4,838.00
12.	Remove sanitary sewer manhole.	11	ea	\$312.00	\$3,432.00	\$1,250.00	\$13,750.00	\$254.00	\$2,794.00
13.	Install 4-foot diameter sanitary sewer manhole.	5	ea	\$1,820.00	\$9,100.00	\$2,800.00	\$14,000.00	\$2,602.00	\$13,010.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 WEST

BID DATE: 18 MAY 2011
 OWNER: CLEARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Advanced Paving & Construction P.O. Box 12847 Ogden, UT 84412		Post Asphalt Paving & Construction 1762 West 1350 South Ogden, UT 84401		TNT General Contractors 145 South 1350 East Lehi, UT 84043	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
14.	Install 5-foot diameter sanitary sewer manhole.	6	ea	\$2,184.00	\$13,104.00	\$3,250.00	\$19,500.00	\$2,825.00	\$16,950.00
15.	Install 12-inch diameter pvc sanitary sewer pipe.	515	lf	\$26.50	\$13,647.50	\$42.00	\$21,630.00	\$40.60	\$20,909.00
16.	Install 15-inch diameter pvc sanitary sewer pipe.	3,085	lf	\$37.45	\$115,533.25	\$48.00	\$148,080.00	\$46.20	\$142,527.00
17.	Reconnect sewer service lateral.	6	ea	\$572.00	\$3,432.00	\$1,450.00	\$8,700.00	\$535.00	\$3,210.00
18.	Install 4-inch pvc sanitary sewer lateral pipe.	120	lf	\$7.30	\$876.00	\$30.50	\$3,660.00	\$18.85	\$2,262.00
19.	Install 6-inch pvc sanitary sewer lateral pipe.	120	lf	\$9.40	\$1,128.00	\$31.00	\$3,720.00	\$22.65	\$2,718.00
20.	Loop 3/4" wateline lateral.	1	ea	\$375.00	\$375.00	\$225.00	\$225.00	\$550.00	\$550.00
21.	Removal of existing PRV station.	1	ls	\$625.00	\$625.00	\$2,800.00	\$2,800.00	\$875.00	\$875.00
22.	Construct concrete PRV vault.	1	ls	\$8,632.00	\$8,632.00	\$10,900.00	\$10,900.00	\$9,300.00	\$9,300.00
23.	Construct PRV station.	1	ls	\$19,800.00	\$19,800.00	\$21,800.00	\$21,800.00	\$18,200.00	\$18,200.00
24.	Furnish pipe bedding material.	1,350	ton	\$15.60	\$21,060.00	\$16.50	\$22,275.00	\$13.20	\$17,820.00
25.	Furnish trench backfill material.	10,500	ton	\$17.00	\$178,500.00	\$10.00	\$105,000.00	\$9.65	\$101,325.00
26.	Install concrete curb and gutter.	4,000	lf	\$9.00	\$36,000.00	\$9.00	\$36,000.00	\$21.75	\$87,000.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 WEST

BID DATE: 18 MAY 2011
 OWNER: CLARIFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Advanced Paving & Construction P.O. Box 12847 Ogden, UT 84412		Post Asphalt Paving & Construction 1762 West 1350 South Ogden, UT 84401		TNT General Contractors 145 South 1350 East Lehi, UT 84043	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
27.	Install 4-inch thick concrete flatwork.	400	sf	\$3.00	\$1,200.00	\$2.65	\$1,060.00	\$5.10	\$2,040.00
28.	Install 6-inch thick concrete sidewalk or driveway approach.	400	sf	\$4.00	\$1,600.00	\$3.75	\$1,500.00	\$6.30	\$2,520.00
29.	Handicap ramp.	4	ea	\$400.00	\$1,600.00	\$600.00	\$2,400.00	\$1,100.00	\$4,400.00
30.	Raise manholes to grade	9	ea	\$350.00	\$3,150.00	\$375.00	\$3,375.00	\$575.00	\$5,175.00
31.	Raise valve boxes to grade.	3	ea	\$250.00	\$750.00	\$275.00	\$825.00	\$375.00	\$1,125.00
32.	8-inch thick roadbase.	5,450	ton	\$14.15	\$77,117.50	\$15.25	\$83,112.50	\$14.30	\$77,935.00
33.	3-inch thick bituminous asphalt.	2,500	ton	\$57.00	\$142,500.00	\$56.00	\$140,000.00	\$60.70	\$151,750.00
34.	Restore landscaping public/private improvements.	1	ls	\$750.00	\$750.00	\$3,800.00	\$3,800.00	\$1,300.00	\$1,300.00
35.	Install roadway striping and roadway messages.	1	ls	\$1,500.00	\$1,500.00	\$2,900.00	\$2,900.00	\$1,200.00	\$1,200.00
36.	Sub-grade excavation and replacement.	40	cy	\$58.20	\$2,328.00	\$25.00	\$1,000.00	\$37.00	\$1,480.00
TOTAL BID:					\$774,200.10		\$788,616.50		\$792,776.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 WEST

BID DATE: 18 MAY 2011
 OWNER: CLEARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Advanced Paving & Construction P.O. Box 12847 Ogden, UT 84412		Post Asphalt Paving & Construction 1762 West 1350 South Ogden, UT 84401		TNT General Contractors 145 South 1350 East Lehi, UT 84043	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Surety Company									
City, State									
Bid Security - Bid Bond Amount									
Contractor's License Number									
Fidelity & Deposit Company of Maryland Tigard, Oregon 5% 92-251738-5551				Old Republic Surety Company Wisconsin 5% 312927-5501		The Guarantee Company of North America USA Michigan 5% 2042263-5501			

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BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 WI

BID DATE: 18 MAY 2011
 OWNER: CLEARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Staker & Parson Companies 2350 South 1900 West P.O. Box 3429 Ogden, UT 84401		Whitaker Construction Co. 44 South 1050 West Brigham City, UT 84302		Thurgood Excavating Inc. 2381 West 1200 North Clinton, UT 84015	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization.	1	ls	\$23,610.00	\$23,610.00	\$75,000.00	\$75,000.00	\$33,000.00	\$33,000.00
2.	Remove curb & gutter.	500	lf	\$2.00	\$1,000.00	\$4.30	\$2,150.00	\$3.00	\$1,500.00
3.	Remove asphalt and roadbase.	17,300	sy	\$3.60	\$62,280.00	\$3.10	\$53,630.00	\$5.50	\$95,150.00
4.	Remove concrete sidewalk, flatwork and driveway approach.	800	sf	\$0.77	\$616.00	\$0.85	\$680.00	\$0.75	\$600.00
5.	Remove storm drain pipe.	38	lf	\$10.70	\$406.60	\$10.00	\$380.00	\$25.00	\$950.00
6.	Remove storm drain box at Sta 12+46.07.	1	ea	\$411.40	\$411.40	\$560.00	\$560.00	\$500.00	\$500.00
7.	Remove storm drain catch basin.	6	ea	\$290.70	\$1,744.20	\$450.00	\$2,700.00	\$500.00	\$3,000.00
8.	Install 4' x 7' storm drain junction box.	1	ea	\$3,116.00	\$3,116.00	\$3,100.00	\$3,100.00	\$3,000.00	\$3,000.00
9.	Install single catch basin.	7	ea	\$2,491.00	\$17,437.00	\$1,600.00	\$11,200.00	\$1,500.00	\$10,500.00
10.	Install storm drain combination box.	5	ea	\$3,401.00	\$17,005.00	\$3,700.00	\$18,500.00	\$3,000.00	\$15,000.00
11.	Install 15-inch diameter storm drain pipe, class III.	205	lf	\$50.45	\$10,342.25	\$38.00	\$7,790.00	\$31.00	\$6,355.00
12.	Remove sanitary sewer manhole.	11	ea	\$411.40	\$4,525.40	\$500.00	\$5,500.00	\$1,200.00	\$13,200.00
13.	Install 4-foot diameter sanitary sewer manhole.	5	ea	\$2,562.00	\$12,810.00	\$2,400.00	\$12,000.00	\$2,500.00	\$12,500.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 W

BID DATE: 18 MAY 2011
 OWNER: CLEARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Item	Description	Quantity	Unit	Staker & Parson Companies 2350 South 1900 West P.O. Box 3429 Ogden, UT 84401		Whitaker Construction Co. 44 South 1050 West Brigham City, UT 84302		Thurgood Excavating Inc. 2381 West 1200 North Clinton, UT 84015	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
14.	Install 5-foot diameter sanitary sewer manhole.	6	ea	\$2,853.00	\$17,118.00	\$2,800.00	\$16,800.00	\$3,000.00	\$18,000.00
15.	Install 12-inch diameter pvc sanitary sewer pipe.	515	lf	\$94.35	\$48,590.25	\$38.00	\$19,570.00	\$40.50	\$20,857.50
16.	Install 15-inch diameter pvc sanitary sewer pipe.	3,085	lf	\$87.20	\$269,012.00	\$45.00	\$138,825.00	\$45.50	\$140,367.50
17.	Reconnect sewer service lateral.	6	ea	\$877.70	\$5,266.20	\$745.00	\$4,470.00	\$1,350.00	\$8,100.00
18.	Install 4-inch pvc sanitary sewer lateral pipe.	120	lf	\$50.15	\$6,018.00	\$21.00	\$2,520.00	\$29.50	\$3,540.00
19.	Install 6-inch pvc sanitary sewer lateral pipe.	120	lf	\$52.15	\$6,258.00	\$22.50	\$2,700.00	\$30.50	\$3,660.00
20.	Loop 3/4" waterline lateral.	1	ea	\$219.40	\$219.40	\$950.00	\$950.00	\$200.00	\$200.00
21.	Removal of existing PRV station.	1	ls	\$2,041.00	\$2,041.00	\$2,100.00	\$2,100.00	\$2,650.00	\$2,650.00
22.	Construct concrete PRV vault.	1	ls	\$10,140.00	\$10,140.00	\$14,300.00	\$14,300.00	\$10,500.00	\$10,500.00
23.	Construct PRV station.	1	ls	\$23,590.00	\$23,590.00	\$23,600.00	\$23,600.00	\$21,250.00	\$21,250.00
24.	Furnish pipe bedding material.	1,350	ton	\$0.11	\$148.50	\$13.50	\$18,225.00	\$16.50	\$22,275.00
25.	Furnish trench backfill material.	10,500	ton	\$0.11	\$1,155.00	\$11.75	\$123,375.00	\$11.00	\$115,500.00
26.	Install concrete curb and gutter.	4,000	lf	\$10.35	\$41,400.00	\$12.50	\$50,000.00	\$10.50	\$42,000.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 W

BID DATE: 18 MAY 2011
 OWNER: CLEARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Item	Description	Quantity	Unit	Staker & Parson Companies 2350 South 1900 West P.O. Box 3429 Ogden, UT 84401		Whitaker Construction Co. 44 South 1050 West Brigham City, UT 84302		Thurgood Excavating Inc. 2381 West 1200 North Clinton, UT 84015	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
27.	Install 4-inch thick concrete flatwork.	400	sf	\$3.95	\$1,580.00	\$3.50	\$1,400.00	\$3.00	\$1,200.00
28.	Install 6-inch thick concrete sidewalk or driveway approach.	400	sf	\$5.20	\$2,080.00	\$4.60	\$1,840.00	\$5.00	\$2,000.00
29.	Handicap ramp.	4	ea	\$764.80	\$3,059.20	\$950.00	\$3,800.00	\$500.00	\$2,000.00
30.	Raise manholes to grade	9	ea	\$348.00	\$3,132.00	\$450.00	\$4,050.00	\$350.00	\$3,150.00
31.	Raise valve boxes to grade.	3	ea	\$242.50	\$727.50	\$300.00	\$900.00	\$250.00	\$750.00
32.	8-inch thick roadbase.	5,450	ton	\$13.70	\$74,665.00	\$16.00	\$87,200.00	\$14.50	\$79,025.00
33.	3-inch thick bituminous asphalt.	2,500	ton	\$54.70	\$136,750.00	\$60.00	\$150,000.00	\$68.00	\$170,000.00
34.	Restore landscaping public/private improvements.	1	ls	\$2,636.00	\$2,636.00	\$5,600.00	\$5,600.00	\$4,000.00	\$4,000.00
35.	Install roadway striping and roadway messages.	1	ls	\$2,004.00	\$2,004.00	\$2,100.00	\$2,100.00	\$1,550.00	\$1,550.00
36.	Sub-grade excavation and replacement.	40	cy	\$57.80	\$2,312.00	\$30.00	\$1,200.00	\$25.00	\$1,000.00
TOTAL BID:					\$815,205.90		\$868,715.00		\$868,830.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 W1

BID DATE: 18 MAY 2011
 OWNER: CLIFARETJLD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item Description	Quantity	Unit	Staker & Parson Companies 2350 South 1900 West P.O. Box 3429 Ogden, UT 84401		Whitaker Construction Co. 44 South 1050 West Brigham City, UT 84302		Thurgood Excavating Inc. 2381 West 1200 North Clinton, UT 84015	
			Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Surety Company								
City, State								
Bid Security - Bid Bond Amount								
Contractor's License Number								
Fidelity & Deposit Company of Maryland Baltimore, Maryland 5% 4910822-5501					Western Surety Company Salt Lake City, Utah 5% 227757-5501		The Ohio Casualty Group Ohio 5% 359225-5501	

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BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 WI

BID DATE: 18 MAY 2011
 OWNER: CLEARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Granite Construction 1000 North Warm Springs Road Salt Lake City, UT 84116		Associated Brigham Contractors P.O. Box 578 75 North 900 West Brigham City, UT 84302	
				Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization.	1	ls	\$23,000.00	\$23,000.00	\$48,000.00	\$48,000.00
2.	Remove curb & gutter.	500	lf	\$2.70	\$1,350.00	\$2.95	\$1,475.00
3.	Remove asphalt and roadbase.	17,300	sy	\$4.90	\$84,770.00	\$6.10	\$105,530.00
4.	Remove concrete sidewalk, flatwork and driveway approach.	800	sf	\$0.85	\$680.00	\$0.85	\$680.00
5.	Remove storm drain pipe.	38	lf	\$27.00	\$1,026.00	\$9.75	\$370.50
6.	Remove storm drain box at Sta 12+46.07.	1	ea	\$500.00	\$500.00	\$375.00	\$375.00
7.	Remove storm drain catch basin.	6	ea	\$540.00	\$3,240.00	\$264.00	\$1,584.00
8.	Install 4' x 7' storm drain junction box.	1	ea	\$1,760.00	\$1,760.00	\$2,842.00	\$2,842.00
9.	Install single catch basin.	7	ea	\$972.00	\$6,804.00	\$2,270.00	\$15,890.00
10.	Install storm drain combination box.	5	ea	\$2,052.00	\$10,260.00	\$3,100.00	\$15,500.00
11.	Install 15-inch diameter storm drain pipe, class III.	205	lf	\$33.50	\$6,867.50	\$46.00	\$9,430.00
12.	Remove sanitary sewer manhole.	11	ea	\$1,300.00	\$14,300.00	\$375.00	\$4,125.00
13.	Install 4-foot diameter sanitary sewer manhole.	5	ea	\$2,700.00	\$13,500.00	\$2,335.00	\$11,675.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 W1

BID DATE: 18 MAY 2011
 OWNER: CLEAFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGIE

Bid Item	Description	Quantity	Unit	Granite Construction 1000 North Warm Springs Road Salt Lake City, UT 84116		Associated Brigham Contractors P.O. Box 578 75 North 900 West Brigham City, UT 84302	
				Unit Price	Total Amount	Unit Price	Total Amount
14.	Install 5-foot diameter sanitary sewer manhole.	6	ea	\$3,240.00	\$19,440.00	\$2,600.00	\$15,600.00
15.	Install 12-inch diameter pvc sanitary sewer pipe.	515	lf	\$43.75	\$22,531.25	\$86.00	\$44,290.00
16.	Install 15-inch diameter pvc sanitary sewer pipe.	3,085	lf	\$49.15	\$151,627.75	\$79.50	\$245,257.50
17.	Reconnect sewer service lateral.	6	ea	\$1,458.00	\$8,748.00	\$593.00	\$3,558.00
18.	Install 4-inch pvc sanitary sewer lateral pipe.	120	lf	\$32.00	\$3,840.00	\$45.50	\$5,460.00
19.	Install 6-inch pvc sanitary sewer lateral pipe.	120	lf	\$33.00	\$3,960.00	\$46.80	\$5,616.00
20.	Loop 3/4" waterline lateral.	1	ea	\$220.00	\$220.00	\$130.00	\$130.00
21.	Removal of existing PRV station.	1	ls	\$2,850.00	\$2,850.00	\$1,850.00	\$1,850.00
22.	Construct concrete PRV vault.	1	ls	\$11,500.00	\$11,500.00	\$9,240.00	\$9,240.00
23.	Construct PRV station.	1	ls	\$23,000.00	\$23,000.00	\$20,662.00	\$20,662.00
24.	Furnish pipe bedding material.	1,350	ton	\$17.50	\$23,625.00	\$0.00	\$0.00
25.	Furnish trench backfill material.	10,500	ton	\$11.90	\$124,950.00	\$0.00	\$0.00
26.	Install concrete curb and gutter.	4,000	lf	\$9.50	\$38,000.00	\$13.50	\$54,000.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 W

BID DATE: 18 MAY 2011
 OWNER: CLIFARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Granite Construction 1000 North Warm Springs Road Salt Lake City, UT 84116		Associated Brigham Contractors P.O. Box 578 75 North 900 West Brigham City, UT 84302	
				Unit Price	Total Amount	Unit Price	Total Amount
27.	Install 4-inch thick concrete flatwork.	400	sf	\$3.25	\$1,300.00	\$3.40	\$1,360.00
28.	Install 6-inch thick concrete sidewalk or driveway approach.	400	sf	\$4.25	\$1,700.00	\$4.50	\$1,800.00
29.	Handicap ramp.	4	ea	\$594.00	\$2,376.00	\$592.00	\$2,368.00
30.	Raise manholes to grade	9	ea	\$350.00	\$3,150.00	\$240.00	\$2,160.00
31.	Raise valve boxes to grade.	3	ea	\$250.00	\$750.00	\$208.00	\$624.00
32.	8-inch thick roadbase.	5,450	ton	\$17.10	\$93,195.00	\$18.00	\$98,100.00
33.	3-inch thick bituminous asphalt	2,500	ton	\$62.00	\$155,000.00	\$65.20	\$163,000.00
34.	Restore landscaping public/private improvements.	1	ls	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00
35.	Install roadway striping and roadway messages.	1	ls	\$1,800.00	\$1,800.00	\$1,985.00	\$1,985.00
36.	Sub-grade excavation and replacement.	40	cy	\$69.00	\$2,760.00	\$49.00	\$1,960.00
TOTAL BID:					\$874,380.50 *		\$900,997.00

BID PROPOSAL TABULATION

200 SOUTH ROADWAY IMPROVEMENT PROJECT FROM 500 WEST TO 1000 W1

BID DATE: 18 MAY 2011
 OWNER: CLEARFIELD CITY
 PUBLIC WORKS DIRECTOR: SCOTT HODGIE

Bid Item	Description	Quantity	Unit	Granite Construction 1000 North Warm Springs Road Salt Lake City, UT 84116		Associated Brigham Contractors P.O. Box 578 75 North 900 West Brigham City, UT 84302	
				Unit Price	Total Amount	Unit Price	Total Amount
	Surety Company			Chubb Group of Insurance Companies Warren, New Jersey 5% 230926-5501		Travelers Casualty and Surety Company of America Hartford, Connecticut 5% 268474-5501	
	City, State						
	Bid Security - Bid Bond Amount						
	Contractor's License Number						

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ATTACHMENT

8

**2011 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT is entered into this ____ day of _____, 2011 among, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS.

WITNESSETH:

WHEREAS, the parties are “public agencies” and are therefore authorized by the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (the “Permit”), to each party of this agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements, (under section 4.3 of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems); and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties now desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their general Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in parts 4.0, 5.0, and 6.0 of the Permit.
2. No separate entity is created by this Agreement. The administration of this agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (the Coalition). Each party will have one vote.
3. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit

4. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents
 - ii. Businesses
 - iii. Developers/contractors
 - iv. Municipal Separate Storm Sewer System (MS4) Industrial facilities
- b. Use the Coalition as a county-wide committee to:
 - i. train personnel
 - ii. create partnerships
 - iii. obtain input and feedback from special interest groups
- c. Annually contribute updated storm drain system information for county-wide mapping purposes
- d. Jointly prepare and promote a model ordinance that addresses:
 - i. Illicit discharges
 - ii. Construction site storm water runoff
 - iii. Long-term storm water management
- e. Jointly arrange for and provide education about hydrologic methods and criteria for sizing post-construction BMPs

- f. Jointly participate to develop draft Standard Operating Procedures
5. The parties agree that the duration of this Agreement shall commence upon entry and shall continue to coexist in time with the duration of the existing Permit, which Permit shall expire at midnight, July 31, 2015, unless the existing permit shall be continued after expiration as provided in the Permit. The parties agree that this Agreement shall not apply to any subsequent permits unless the parties agree in writing to extend this Agreement.
6. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.
7. This Agreement embodies the entire agreement between the parties hereto and it cannot be altered except in a written amendment which is signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

**Approval of
2011 Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

DAVIS COUNTY

By: _____
John Petroff, Jr., Chair
Davis County Commission

ATTEST:

Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form:

Office of Davis County Attorney

**Approval of
2011 Interlocal Cooperation Agreement
between Davis County and Davis County Cities
for UPDES General Permit**

Date _____

CITY OF CLEARFIELD

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

RDA Minutes

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. REGULAR SESSION
May 10, 2011

(This meeting was held following the regularly scheduled City Council Meeting.)

PRESIDING:	Kathryn Murray	Chair
PRESENT:	Doyle Sprague	Director
	Don Wood	Director
	Bruce Young	Director
PRESENT VIA TELEPHONE:	Mark Shepherd	Director
EXCUSED:	Marilyn Fryer	Director
STAFF PRESENT:	Adam Lenhard	Interim City Manager
	Brian Brower	City Attorney
	Valerie Claussen	Acting Community Development Director
	Stacy Millgate	CDBG Coordinator
	Scott Hodge	Public Works Director
	Kim Dabb	Operations Manager
	Tracy Heun	Community Services Dir.
	Greg Krusi	Police Chief
	Summer Palmer	Human Resource Manager
	Bob Wylie	Administrative Services Director
	Steve Guy	City Treasurer
	Jessica Hardy	Accounting Technician
	Kim Read	Deputy City Recorder
EXCUSED:	Nancy Dean	City Recorder

VISITORS: Mike LeBaron, Brittany Kraus, Kim Kraus, Jeff Schmidt, Scott Gardner

Chair Murray called the meeting to order at 7:37 p.m.

Chair Murray stated Director Shepherd would be participating in the meeting via electronic means. Roll call attendance was taken.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY (CDRA) MINUTES OF THE JANUARY 25, 2011 MEETING

**Director Wood moved to approve the minutes from the January 25, 2011 Clearfield
Community Development and Renewal Agency meeting, as written, seconded by Director**

Sprague . The motion carried upon the following vote: Voting AYE – Directors Shepherd, Sprague, Wood and Young. Voting NAY – None. Director Fryer was not present for the vote.

APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH RS CONTRACT MANAGEMENT, LLC

Adam Lenhard, Interim City Manager, explained this agreement would allow Randy Sant to administer the City's six Economic Development Project Areas (EDA's). He indicated the City anticipated adding two additional EDA's. He reported there was a significant amount of paperwork and reporting to administer the tax increment when received by the City and stated Mr. Sant was familiar with the required statutes. He continued the contract included a scope of services which addressed the ongoing management of the City's project areas with the first figure reflective for the first year and the second figure reflective for the ongoing maintenance of the project areas. He expressed his opinion it was in the best interest of the City to enter into the professional services agreement with Mr. Sant.

Director Wood moved to approve a professional services contract with RS Contract Management, LLC, and authorize the Director's signature to any necessary documents, seconded by Director Sprague. The motion carried upon the following vote: Voting AYE – Directors Shepherd, Sprague, Wood and Young. Voting NAY – None. Director Fryer was not present for the vote.

There being no further business to come before the Community Development and Renewal Agency, **Director Wood moved to adjourn at 7:42 p.m., seconded by Director Sprague. The motion carried upon the following vote: Voting AYE – Directors Shepherd, Sprague, Wood and Young. Voting NAY – None.** Director Fryer was not present for the vote.

RDA
Attachment
#2

PROFESSIONAL SERVICES AGREEMENT

between

**CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY**

and

RS CONTRACT MANAGEMENT, LLC

for

CONSULTING SERVICES

This Agreement is made and entered into as of this ____ day of _____, 2011 (the “Effective Date”), between Clearfield Community Development and Renewal Agency, a Utah Municipal Corporation (hereafter “CDRA”), and RS Contract Management, LLC, a Utah Limited Liability Company (hereafter “Consultant”).

RECITALS

WHEREAS, the CDRA requires specialized professional consulting services to assist the RDA with the creation, formation and implementation of an Economic Development Project Area for the purpose of facilitating substantial capital investment related to the ATK Project (the “Project”) in Clearfield which will result in a significant increase in the economic tax base of the community and will provide job creation important to the Agency and the State of Utah; and

WHEREAS, upon recommendation from staff, the CDRA has determined that Consultant has extensive prior experience in assisting local governmental entities with forming, creating, and implementing municipal economic development and renewal areas; and

WHEREAS, the CDRA desires to engage the professional services of Consultant, and Consultant is willing to perform those services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

1. Services. Consultant agrees to perform the following professional consulting services (“Services”) for the CDRA on an hourly basis as set forth in Paragraph 2 (“Compensation”) of this Agreement.

PHASE I: PRELIMINARY FEASIBILITY REVIEW, TAX INCREMENT ANALYSIS AND ECONOMIC PROJECTIONS FOR PROJECT AREA

Task 1: GATHER DEVELOPMENT RELATED INFORMATION

- Coordinate with Agency staff and ATK to collect anticipated construction timing and costs associated with each element of the Project (cost to include real and personal property investment).
- Gather current taxable values and tax rates for the Project Area (using market data, Marshall & Swift commercial estimator and other similar projects in Utah); and

Task 2: QUANTIFY ASSESSED VALUATION FOR PROJECT AREA

- Based on information developed in Task 1, develop a preliminary evaluation of current property value, including the proportions of real property and personal property (depreciable assets); and
- Construct a detailed, interactive forecasting model to project assessed valuation growth, absorption and level of development, given current market demands and access to capital participation.

Task 3: COMPLETE A PRELIMINARY TAX INCREMENT ANALYSIS AND ECONOMIC FORECAST

- Calculate a forecast for future incremental property taxes generated from the Project Area;
- Assess and evaluate the leverage capacity of the EDA; and
- Analyze other incremental tax revenues generated within the Project for the benefit of the taxing entities, which is a key component in the Project area Plan document

Task 4: ASSESS FEASIBILITY OF FINANCE PLAN AND DEVELOP PRELIMINARY “GAP” ANALYSIS FOR RDA

- Prepare preliminary feasibility assessment of the Project financing plan;
- Prepare preliminary analysis related to the funding “gap” needed in order to provide the necessary development incentives, etc (But-For Test)

PHASE II: CREATION AND IMPLEMENTATION OF ECONOMIC DEVELOPMENT AREA

Task 1. COORDINATE THE DEVELOPMENT OF A PROJECT AREA PLAN

- Draft a resolution for the Agency to consider a draft Project Area Plan; assist RDA in considering resolution and identifying the process;
- Prepare a draft EDA Project Area Plan, with the consideration of property owners, City staff and other interested parties;
- Prepare notice of intent to adopt the EDA Project Area Plan;
- Coordinate the public hearing and public input process;
- Hold public hearing and receive comments;
- Draft a resolution to adopt the Project Area Plan and a statement that all comments and revisions have been taken into account in the creation;
- Prepare an ordinance for the City's consideration to create the EDA and adopt the Project Area Plan; and
- Assist in the recordation of the creation of the EDA and adoption of the Project Area Plan, submit information to the State Tax Commission, State Board of Education, and county elected officials.

Task 2. PREPARATION OF PROJECT AREA FEASIBILITY STUDY

- Describe the boundaries of the project area, subject to Section 17C-1-414, if applicable;
- Provide a general statement of the land uses, layout of principle streets, population densities, and building intensities of the project area and how they will be affected by the EDA;
- State the standards that will guide the EDA;
- Demonstrate how the EDA will meet the purposes of the Project Area Plan;
- Assure consistency with the City's general plan and land-use planning and include a statement of how this Project Area will conform to the general plan;
- Identify the purpose of the EDA, including public infrastructure, and economic incentives;
- Identify how private developers, if any, will be selected to undertake the community development and identify each private developer currently involved in the EDA process;
- Provide a statement as to the fundamental reasons this Project Area was selected for an EDA;
- Describe the physical, social, and economic conditions existing in the project area;
- Describe any tax incentives to be offered to private entities or developers for the construction of facilities located within the project area;
- Include an analysis or description of the anticipated public benefit to be derived from the EDA as described more fully in Task 3 below; and

- Include other information that the City/RDA determines to be necessary or advisable.

Task 3. PREPARE PROJECT AREA PLAN

- Evaluate the reasonableness of the cost of the economic development;
- Describe the efforts of the Agency and ATK in maximizing private investments;
- Describe the rationale for use of tax increment, including whether development might occur in the foreseeable future without public participation;
- Detail the total tax increment that will be expended in undertaking economic development and the length of time over which it will be expended;
- Describe the anticipated public benefit from economic development including beneficial influence to the tax base, the associated business and economic development stimulated through the EDA, and the number of jobs or employment anticipated to be generated or preserved.

Task 4. PROJECT AREA BUDGET

- Prepare a detailed multi-year budget for the EDA, including: 1) amount of tax increment, sales tax and other incremental tax revenues, 2) level of capital expenditure related to the private investment, 3) amount of public infrastructure costs and timing, and 4) participation needed from other taxing entities;
- Prepare an analysis that identifies the purpose of tax increment incentive and demonstrate how this will achieve the goals and objectives identified in the Project Area Plan; and
- Prepare a "Gap" analysis to demonstrate what is necessary in public funding in order to achieve the Project Area Plan; this written and quantitative report will be part of the benefit analysis above and will be submitted to other taxing entities in order to solicit participation and support in the Project.

Task 5. COORDINATE AND NEGOTIATE WITH OTHER TAX ENTITIES

- Coordinate the work and meetings of the Taxing Entity Committee ("TEC") including the noticing requirements; and
- Participate in negotiations with the TEC related to the project area budget and other related decisions by TEC.

2. Compensation. As full payment for Consultant's Services performed as enumerated in Paragraph 1 of this Agreement, the CDRA shall pay Consultant at the hourly rate of ONE HUNDRED FIFTEEN DOLLARS PER HOUR (\$115.00/hr.), to be paid monthly by the CDRA

to Consultant within thirty (30) days of receipt of an invoice from Consultant. However, in no event shall payment to or work performed by Consultant under this Agreement exceed the total cost estimate of TWENTY-THREE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$23,575.00) as provided to the CDRA by Consultant without prior written approval from the CDRA. If Consultant exceeds the total cost estimate without prior written authorization from the CDRA, then the CDRA may elect not to compensate Consultant for that work performed and/or any other expenses incurred in excess of the “not to exceed” cost estimate set forth in Consultant’s Proposal for the Services to be performed.

3. Invoices and Payments. The following provisions shall apply to invoices and payments under this Agreement.

- a. Consultant will invoice the CDRA on a monthly basis for all services completed on this project and not previously billed.
- b. Consultant's standard invoice shall include a breakdown of all charges to the CDRA for this project.
- c. The CDRA agrees to pay Consultant within thirty (30) days of receipt of invoice. If part of an invoice is disputed, the CDRA shall pay the undisputed part within thirty days. If the CDRA fails to make payment as required within thirty days, Consultant may suspend work during the period of non-payments.

4. Term. The term of this Agreement shall commence upon the Effective Date listed above and Consultant’s work shall continue until the services enumerated above have been completed, or until this Agreement is terminated as set forth in paragraph twelve below. The Parties agree that time is of the essence and every effort will be made by Consultant to complete all Services as requested in a timely fashion.

5. Standards of Care. Consultant warrants that it shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting firms performing services of a similar nature. If, during the six month period following the earlier of completion or termination of the Services it is shown there is an error in the Services

caused solely by Consultant's failure to meet such standards, and the CDRA has promptly notified Consultant in writing of any such error within that period, Consultant shall perform, at Consultant's cost, such corrective consulting services within the original Scope of Services as may be necessary to remedy such error. In performance of the Services, the parties understand that Consultant may be supplied with certain information and/or data by the CDRA and/or others, and that Consultant will rely on such information. The parties agree that the accuracy of such information is not within Consultant's control and Consultant shall not be liable for its accuracy nor for its verification. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, or opinion produced pursuant to this Agreement.

6. Confidential Information. Consultant shall treat as confidential all information provided by the CDRA that relates to this Agreement, or that Consultant obtains as a result of performance under this Agreement. Confidentiality requirements shall not apply where (a) the information is, at the time of disclosure by the Consultant, then in the public domain; (b) the information is known to the Consultant prior to obtaining the same from the CDRA; (c) the information is obtained by the Consultant from a third party who did not receive the same directly or indirectly from the CDRA or who received it from the CDRA without restriction; (d) the information is independently developed by Consultant without breach of this Agreement; or (e) the information is subpoenaed by court order or other legal process, but in such event, Consultant shall notify the CDRA, who, at its sole cost and discretion, may seek to quash such demand. Consultant's obligations of confidentiality shall be binding for a period of three (3) years from the termination of the Agreement or the completion of Consultant's Services, whichever shall occur last.

7. Ownership of Documents. All documents and records produced by Consultant in connection with this Agreement, without limitation, shall become and remain the CDRA's

property. The CDRA shall have the right to use such documents and records without restriction or limitation and without further compensation to Consultant.

8. Conflict of Interest. Consultant covenants that it neither has, nor will acquire, any interest, direct or indirect, which may in any manner conflict with Consultant's performance under this Agreement, unless such conflict is waived in writing by the CDRA.

9. Independent Contractor Status. Services rendered by Consultant under this Agreement are not rendered as either a CDRA or Clearfield City employee and amounts paid under this Agreement do not constitute compensation paid to an employee. The parties expressly agree that Consultant is an independent contractor and is not an agent or employee of the CDRA or Clearfield City and, as such, is solely responsible for Consultant's own employment taxes, worker's compensation premiums, automobile liability premiums and similar expenses. Consultant represents and warrants that it is in compliance, and will remain in compliance during the term of this Agreement, with all federal, state and local laws relating to the payment of employment taxes, worker's compensation premiums and the like. Consultant further warrants that it is in compliance with Utah Code Ann. § 63G-11-103 (2009) and that it will also require compliance for any of its subcontractors by participating in the Status Verification System as required by state law in order to enter into a contract with a political subdivision of the State of Utah. Consultant's employees and subcontractors, if any, who perform any work under this Agreement shall also be bound by the provisions of this Agreement. The CDRA assumes no liability for the actions of Consultant.

10. Indemnification. Consultant agrees to indemnify and hold the CDRA, Clearfield City, its officers, agents, employees and volunteers harmless from any and all claims, lawsuits and damages for bodily injury, death or third party property damage to the extent caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable,

arising out of liability to persons and property, and which arise directly or indirectly, except those claims which arise solely from the negligent acts or omissions of the CDRA or Clearfield City.

11. Assignment of Rights. The rights of each party under this Agreement are unique to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior express and written consent of the other party.

12. Termination. This Agreement may be terminated by either party for any or no reason upon thirty (30) days written notice. In the event of termination by the CDRA, the CDRA shall promptly compensate the Consultant, within thirty (30) days of receipt of invoice, for all Services performed by the Consultant prior to termination.

13. Applicable Law. This Agreement and Consultant's obligations and Services hereunder are made and must be performed in compliance with all applicable federal, state and local laws. The interpretation and enforcement of this Agreement shall be pursuant to the laws of the State of Utah. Jurisdiction and venue for any claims or dispute under this Agreement shall vest solely in the Second Judicial District Courts of the State of Utah, if in State Court, or the United States District Court of Utah, if in Federal Court.

14. Severance. If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall remain binding on the parties. If any provision of this Agreement becomes, in its performance, inconsistent with federal, state or local law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with federal, state or local law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

15. Consultant's Employees. Consultant's employees, if any, who perform service under this Agreement shall also be bound by the provisions of this Agreement.

16. Amendments. This Agreement may only be modified or amended in writing by both

parties.

17. Entire Agreement. This Agreement, and the Exhibit attached hereto, contains the entire Agreement between the parties. There are no other promises or conditions between the parties, whether oral or written. This Agreement supercedes any prior oral or written agreement between the parties.

18. No Waiver. Failure of either party to insist on strict performance of any provision of this Agreement by the other party shall not constitute a waiver of any provision of this Agreement, waiver of any other default, or continuing waiver of the provisions in question.

19. Limitations. Neither party shall be liable to the other party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect or exemplary damages whether a claim for any such loss arises out of breach of contract, warranty, tort (including negligence), strict liability or indemnity. Except for an obligation to make payments, neither party shall be in default to the extent any nonperformance is caused by a circumstance beyond such party's reasonable control. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort (including negligence), strict liability or other theory of legal liability of the party released or whose liability is limited. Consultant may subcontract portions of the Services to its related entities and warrants that any such entity providing all or a portion of the Services shall be contractually bound by the provisions of this Agreement.

