



# City Council Staff Report

---

**Date:**

May 15, 2024

**Applicant:**

Mapleton City Public Works

**Location:**

Various existing streets

**Prepared By:**

Rob Hunter, City Engineer/  
Public Works Director

**Public Hearing:**

No

**Attachments:**

Resolution, Quote from  
Holbrook Asphalt, map of  
planned treatment locations

**REQUEST**

Consideration to appropriate available road funds for HA5 High Density Mineral Bond treatment.

**BACKGROUND & DESCRIPTION**

In July 2016 the City Council adopted a Road Utility Fund to be assessed for road maintenance projects. In addition to this fund, the City receives Class C road funds from the State for roadway improvements for City streets. It is the responsibility of the Public Works Director to allocate these funds to ensure the city street network is maintained and preserved in order to avoid the premature need of costly roadway reconstruction.

**EVALUATION**

The HA5 High Density Mineral Bond treatment is a proprietary product only available through Holbrook Asphalt, and is widely used throughout Utah County and the State. For several years, Mapleton City has direct-selected Holbrook Asphalt to apply HA5 on Mapleton City roads due to its high performance in providing several years of asphalt protection. This proposal also complies with Utah Code 72-6-109 (1)(a)(i), which allows municipalities to award road projects up to \$350,000 without a standard bid process. Public Works recommends continuing to use Holbrook Asphalt's HA5 High Density Mineral Bond as one of the principal road maintenance treatments.

**RECOMMENDATION**

Award \$337,455.05 from available road funds to Holbrook Asphalt to apply HA5 High Density Mineral Bond.

# RESOLUTION NO. 2024-

## A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO ALLOCATE ROAD FUNDS FOR HA5 HIGH DENSITY MINERAL BOND PAVEMENT TREATMENT

**WHEREAS**, the City Council values and prioritizes well-maintained City streets; and

**WHEREAS**, the City has a Road Utility Fund created specifically for the maintenance and preservation of City streets; and

**WHEREAS**, the Class C Road funds are also available to fund road maintenance projects;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, that: the City will allocate **\$337,455.05** from available road funds to award a contract to Holbrook Asphalt for the 2024 HA5 High Density Mineral Bond treatment.

This resolution adopted this 15<sup>th</sup> day of May 2024, by the City Council of Mapleton City, Utah.

---

Dallas Hakes  
Mayor

ATTEST:

---

Camille Brown  
City Recorder



Project Location	Proposal #	Date Issued	PO/LD #
City of Mapleton Rob Hunter 801-367-1265 125 W 400 N Mapleton UT 84664	HAU949603	4/12/2024	

**Terms**  
Due Upon Completion

**Adviser Information**  
Aaron Eppley  
P: 435-703-0023 | E: aaron@holbrookasphalt.com

**Description**  
Mapleton HA5 24

**Bill To**

City of Mapleton  
Attn: Rob Hunter  
125 W 400 N  
Mapleton UT 84664

Item	Quantity	UM	Rate	Amount
<b>See Map</b>				
<b>HA5</b> Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	104,128	SqYd	2.97	309,260.16
<b>HA5 Traffic Control</b> HA5 traffic control channelizing devices, signs with flags, message boards and traffic control services.		LS		2,840.62
<b>Paint/Stripe</b> Includes all stripes, symbols, and lettering on the pavement surface to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise. Any striping or painting items not specified on this proposal line are not included. Any addition or reduction in work requires a signed change order. Change order will be billed upon completion.		LS		12,437.50
<b>HA5 Mobilization</b> Mobilization includes 14 crew days of mobilization from the Spanish Fork Yard to Mapleton City.		LS		6,300.00
<b>Payment and Performance Bond</b> The payment and performance bond for this project will be calculated at 2% of the project total.	1	Ea		6,616.77
<b>Note</b> (1) Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be added. (2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices. (3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.				
			<b>Total</b>	<b>\$337,455.05</b>

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
4/12/2024	HAUB14815

## Terms and Conditions

**TERMS AND CONDITIONS:** Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

**GENERAL EXCLUSIONS:** Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

**PAYMENT TERMS:** Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancellation partially or entirely on any project. Delays include project demand and material supply.

**INSURANCE:** These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

**ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS:** No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

**HAU949603 - Mapleton HA5 24** (Sign to accept this proposal)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Contractor \_\_\_\_\_

