

REQUEST FOR COUNCIL ACTION

SUBJECT: 2015 West Jordan Surface Seal Project

SUMMARY: Approve a contract with Holbrook Asphalt Company for \$413,492.32 for high density mineral bond services at locations in West Jordan City.

FISCAL

IMPACT: The funds for this project are available in the Capital Projects Road account.

STAFF RECOMMENDATION:

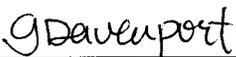
Staff recommends approval of the contract with Holbrook Asphalt Company for high density mineral bond services at locations in West Jordan City in an amount not-to-exceed \$413,492.32.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 15-74 approving and authorizing the Mayor to execute a contract with Holbrook Asphalt Company for high density mineral bond services in an amount not-to-exceed \$413,492.32.

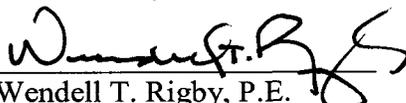
Roll Call vote required

Prepared by:



Greg Davenport, P.E.
CIP Engineer

Reviewed by:



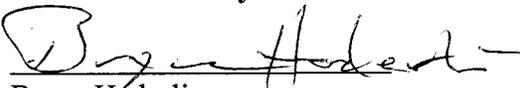
Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:



Jeffery Robinson
City Attorney

Recommended by:



Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

The purpose of this Contract is to furnish and install high density mineral bond and paint striping as stated in the Contract Documents. High density mineral bond is similar to a slurry seal but with better performance characteristics for residential neighborhoods. It requires an asphalt emulsion similar to a slurry seal but in higher quantities. It also utilizes smaller aggregate, a slate and refined corundum, instead of the sand used in a slurry seal. This difference in aggregates size helps the mixture to be smoother to the touch and helps the application to stick to the roadway instead of ravel.

The bid was advertised in Intermountain Contractor and the classified ads of local newspapers three weeks prior to the bid opening on March 3, 2015. The engineer's estimate was \$450,000.00. Two companies submitted bids. The bid by Holbrook Asphalt complied with APWA specifications for high density mineral bond. The bid by M & M Asphalt Services indicated that the material they planned to use for the project was new and had not been applied to City streets. This new material does not meet the specifications for high density mineral bond as approved by APWA, but would be better classified as a mastic surface seal.

APWA specifications require high density mineral bond to be made from a non-ionic asphalt emulsion, slate aggregate and refined corundum aggregate. It requires that the product be placed in two applications equaling 0.36 gallons of high density mineral bond per square yard. Lifetime expected from the product is a minimum of five years. Product literature for the M&M proposed product suggests that it is made with a cationic asphalt emulsion and a slate aggregate. It requires two applications equaling 0.23 gallons per square yard. Lifetime expected from the product is a minimum of three years.

Since the product suggested by M&M asphalt does not meet the material or the experience specifications of the project staff finds their bid to be non-responsive and recommends the contract be awarded to Holbrook Asphalt Company being the lowest responsible bidder, see attached bid results.

Attachments:

- Resolution
- Agreement
- Bid Results
- HDMB Map
- Letter from M&M Asphalt

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-74

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HOLBROOK ASPHALT CO. FOR 2015 WEST JORDAN SURFACE SEAL PROJECT

Whereas, the City Council of the City of West Jordan has received bids for the 2015 West Jordan Surface Seal Project with the low, responsible bid being from Holbrook Asphalt Co. in the amount of \$413,492.32; and

Whereas, the City Council desires to award the contract to Holbrook Asphalt Co. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Holbrook Asphalt Co. (a copy of which is attached as **Exhibit A**) for the 2015 West Jordan Surface Seal Project in an amount not-to-exceed \$413,492.32 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Holbrook Asphalt Co. for an amount not-to-exceed \$413,492.32 is acceptable for the purpose of completing the 2015 West Jordan Surface Seal Project.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for construction of the 2015 West Jordan Surface Seal Project is hereby awarded to Holbrook Asphalt Co. which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute three original copies of a contract between the City of West Jordan and Holbrook Asphalt Co. in an amount not to exceed \$413,492.32.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 8th day of April 2015.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE BRIGGS, MMC
City Clerk

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-74

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
HOLBROOK ASPHALT COMPANY FOR 2015 WEST JORDAN SURFACE SEAL PROJECT**

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
<i>Sophie Rice</i>	_____	_____
Mayor Kim V. Rolfe	_____	_____

AGREEMENT

THIS AGREEMENT made this 8th day of March in the year 2015, by and between City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Holbrook Asphalt Company, hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE WORK

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

2015 SURFACE SEAL PROJECT – PROJECT NO. RD-15-03

The Work is generally described as follows: The Work comprises the preparation of existing city streets for Type II Slurry Seal, the furnishing and installation of High Density Mineral Bond Seal per APWA Section 32 01 13.68 and the replacing of any existing traffic lines and markings covered by the Surface Seal installation.

ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within 45 calendar days from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$500.00** for each calendar day that expires after the time specified above.

ARTICLE 3 - CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of **\$413,492.32** in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers _____ to _____, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

ARTICLE 5 - PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

ARTICLE 6 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7 - MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: The bidder, offeror, or contactor represents that is has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY OF WEST JORDAN, UTAH

By:

Mayor

Attest:

City Recorder

Address for giving Notice:

City of West Jordan
Public Works Department
8000 South Redwood Road
West Jordan, Utah 84088

Approved as to Legal Form:

City Attorney

CONTRACTOR:

By: _____

Title: _____

Address for giving Notice:

License No. _____

Agent for service of process:

STATE OF _____)

:SS

COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me,

_____, who being by me duly sworn did say that he/she is the _____ of _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing in _____ County, _____

BID / QUOTE TABULATION FORM:

Bid Name 2015 West Jordan Surface Seal Proj, RD 15-03

Project # RD 15-03

Bid/Quote Date: 3/3/2015 2:00 PM

Requesting Department: CPG Greg Davenport

**Total Schedules
1 thru 4**

**Total Schedule
#4**

**Total Schedule
#3**

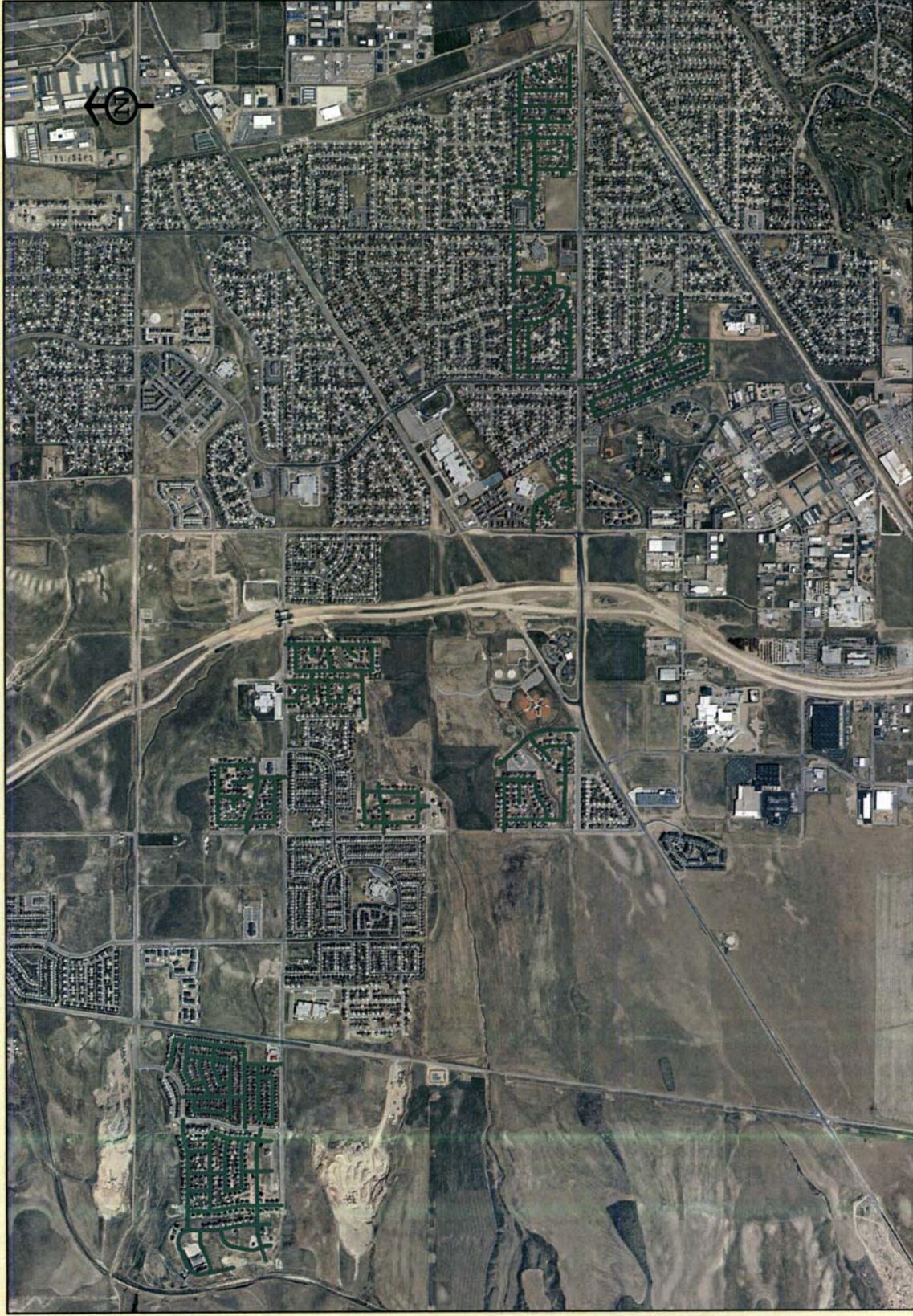
**Total Schedule
#2**

**Total Schedule
#1**

Bid Bond

1 M & M Asphalt Services Yes \$ 45,533.40 \$ 47,129.50 \$ 109,712.80 \$ 104,019.50 \$ 306,395.20

2 Holbrook Asphalt, LLC Yes \$ 61,162.54 \$ 63,239.22 \$ 149,345.94 \$ 139,744.62 \$ 413,492.32



Legend

— 2015 Surface Seal

2015 Surface Seal Candidates



3 March 2015

West Jordan City
8000 South Redwood Rd
West Jordan, Utah 84088

Gentleman,

M&M Asphalt Services has been involved in the asphalt industry for 28 years. Our specialty has been Slurry Seal, Crack Seal, Sealcoats, and Rejuvenators. M&M has tried to stay on the leading edge of industry changes. When a new technology is adopted, there sustainability and quality need to be assessed. M&M has determined that the premium road seal market has stabilized to the point that it is a trusted option for pavement maintenance. M&M has years of experience sealing roads with our Slurry Seal division, and think that this will be a natural transition to apply this material. M&M has invested in the latest equipment to apply premium road sealers.

The Material we are proposing is a new material manufactured by Asphalt Systems Inc. out of Salt Lake City. ASI and M&M have spent the last year finalizing this material and its mix design and are ready to apply it on a large scale. It meets the specifications of your High Density Mineral Bond spec.

Although we do not have a five year track record, we feel that this material will perform as well or better than the only other material, HA5, that meets this spec. The disturbing factor in this situation is that the material specifications for this project dictate that a sole source material be used. This could prove to be detrimental to the industry as a whole and consequently, to individual municipalities. M&M would like to offer service from a manufacturer and contractor that can be spread across the industry as a whole. When a supplier/contractor is not willing to allow other reputable contractors to purchase and apply their material, it limits the competitive market and raises ethical concerns.

Please note that M&M Asphalt adheres to the highest standards of excellence and professionalism and looks to serve this emerging market with a focus on the customer and their needs.

Please contact Jason M. Campbell at 801.599.6248 for further assistance.

Jason M. Campbell
Estimator
M&M Asphalt Services



ASPHALT SYSTEMS INC.
ADVANCED PRESERVATION MATERIALS

GM-Mineral Bond

Technical instructions & Specifications

Product Description: GM-Mineral Bond is a mineral filled cationic asphalt emulsion based, seal coat for bituminous pavements at parking lots, school yards, drive ways, walk ways and city roads. GM-Mineral Bond provides excellent resistance to abrasion and prevents damage to asphalt from the harmful effects of sunlight and oxidation. GM-Mineral Bond prevents damage to asphalt pavement due to adverse weather conditions. GM-Mineral Bond prolongs asphalt pavement life better than other similar sealcoats due to its unique modified asphalt, binder, which is superior to regular unmodified asphalt binders in both the QUV weatherometer and wet track abrasion testing. This reduces maintenance costs and beautifies the pavement by drying to a black and even textured surface coat. THERE ARE NO TOXIC, CARCINOGENIC AGENTS OR ORGANIC SOLVENTS IN GM-MINERAL BOND.

Specifications: Specifications for GM – Mineral Bond are as follows:

ASPHALT EMULSION*			
Table 1- Supplemental Properties			
Criterion	ASTM	Min	Max
Particle Charge +/- 0.5	D-244-06	6.5	7.5
Weight, lbs. / gal	D244	8.7	9.1
Polymer percentage		1	5
Residue by Evaporation	D2939	47	53
Brookfield Visc. (@77oF Spindle TA @ 12 r/min reported in cP	D2196	8,000	15,000

*Meets requirements of section 32 12 03

Table 2 - Slate			
Physical Properties			
Criterion	ASTM	Min	Max
Specific Gravity	C 128		2.7
Compression, psi	C 170	11,000	
Loss On Ignition at 1000 °C, percent	C 114		5
Shipping Moisture	D 2216		1
Gradation			
Sieve	ASTM	Target	Tolerance
No. 20	C136	99	+1 and -2
No. 50	C136	74	+/- 2
No. 100	C136	55	+/- 2
No. 200	C117	38	+/- 2

Table 3 - GSF			
Physical Properties			
Criterion	ASTM	Min	Max
Specific Gravity	C 128	3.4	3.6
Hardness			2050
Bulk Density		100	120 lbs/ft ³
Color: Black			
Shape: Uniform And Angular			
Gradation			
Sieve	ASTM	Target	Tolerance
No. 50		99	+1 and -2
No. 70		97	+/- 2
No. 80		96	+/- 2
No. 120		91	+/- 2
No. 200		71	+/- 2
No. 325		43	+/- 2

Uniformity Homogeneous with no separation or coagulation that cannot be overcome by moderate agitation

Weight per gallon @ 77° F (25° C) ASTM D-244 >11.2 /gal.

Residue by evaporation ASTM D-2939 (Solids by weight) 58%-62%

Asphalt Content ASTM D2939 17% min. – 30% max.

Wet Flow ASTM D-2939 No sagging or flow of undiluted emulsion

VOC <5%

Firm Set 24 hour ASTM D-2939 No tendency of film to break, roll or peel

Resistance to water ASTM D-2939 No blistering or tendency to re-emulsify

Aggregate passing #16 sieve ASTM C-136 100%

Wet Track Abrasion test ASTM D-3910 12g/ft² Average

Slate / CGSF 34.5% min

Cone Penetration 350 min - 450 Max

Storage and Handling Instructions

GM-Mineral Bond may be stored and handled like any standard asphalt seal coat product. Horizontal storage tanks equipped with centrally suspended horizontal agitators should be used. Positive displacement gear pumps, capable of handling abrasive materials, are recommended. Progressive cavity, diaphragm, and piston pumps may also be used.

GM-Mineral Bond is a mineral filled and crushed aggregate cationic polymer modified asphalt emulsion. Since any emulsion may be damaged by freezing, it should be protected at all times when the temperature drops below 40° F (4.4° C). Recommended application temperatures for GM-Mineral Bond are 55°F (13°C) to 100°F (43.3°C).

Instructions for Use

Equipment: GM-Mineral Bond may be applied like standard seal coat materials. No special training or equipment is required. GM-Mineral Bond may be sprayed, squeegee applied or brush applied using hand tools. Standard rotary squeegee or drag squeegee seal coat application machines, as well as seal coat spray application machines, are recommended for GM-Mineral Bond. The equipment must be in good working order and contain no contaminants in the tank or pumping systems. If GM-Mineral Bond is to be pumped, the equipment must include a pump capable of handling seal coat materials.

Addition of Sand: GM-Mineral Bond has been chemically engineered to provide a premium asphalt seal coat. Sufficient crushed aggregate has been mixed with the product to fill surface voids. **To provide an anti-skid surface, sand can be added to GM-Mineral Bond.** A hard highly fractured sand should be used. Because there are regional differences in sand characteristics, a knowledgeable local pavement maintenance civil engineer should be consulted to insure that the appropriate amount and type of sand is chosen to regain any lost skid resistance.

Dilution: GM-Mineral Bond is supplied ready to use. Water should not be added prior to application. **DO NOT OVER-Dilute. OVER-Dilution Will CAUSE PREMATURE Failure OF THE GM-Mineral Bond.**

Latex Addition: Latex Polymers are carefully integrated into the GM-Mineral Bond. No additional additions are recommended. Consult Asphalt System's Technical Representative for specific details.

Preparation of Pavement Surfaces: For old asphalt pavement, repair and patch all major pavement defects. All cracks, other than hairline cracks, should be filled with suitable crack filler. Scrape all oil spots to remove excess oil and dirt. Just before applying GM-Mineral Bond, clean the asphalt surface of all loose dust, dirt, leaves and debris.

Application Precautions: GM-Mineral Bond should not be applied to wet or damp pavement surfaces. Do not apply during rainy or damp weather, or when rain is anticipated within 24 hours after application is completed. Pavement surface temperatures should be 55°F (13°C) and rising before application of GM-Mineral Bond is initiated. At least three hours of daylight should remain after completing the application of GM-Mineral Bond. (When asphalt is cold or in the shade, or air temperature is below 65°F, drying time will be extended.) Consult the Safety Data Sheet for fire and explosion data, health hazard data, first aid procedures, reactivity data, spill or leak procedures, waste disposal and use of personal protective equipment. Additional copies of the Safety Data Sheet can be obtained by calling ASI, toll free, at 1-800-972-2757.

Rate of Application: Rate of application for GM-Mineral Bond may vary with the texture, porosity and age of the asphalt pavement to be sealed. The following application rates are general recommendations: (Manufacturer recommends 2 coats of GM-Mineral Bond with 30 to 60 square feet per gallon)

1 coat GM-Mineral Bond, smooth pavement 0.08 to 0.25 gallons per square yard

2 coats GM-Mineral Bond, rough pavement

First Coat 0.15 gallons/sq. yd.
Second Coat 0.08 gallons/sq. yd.

Cure Time: Cure time for GM-Mineral Bond may be influenced by temperature and relative humidity. Under normal conditions, cure time is 24 hours at 70°. Sheltered or shady areas may also require longer cure times. In two coat applications, allow the first coat to dry before applying the second coat.

Clean up: GM-Mineral Bond that has not dried may be removed by rinsing tools, equipment and skin with water. Dried GM-Mineral Bond may be cleaned from tools, equipment, and curbs by soaking or washing with odorless petroleum naphtha spirits, kerosene or diesel oils. Steam cleaning equipment for spray bars and sealcoat distributors employing degreasing chemicals may also be used. Remove GM-Mineral Bond from skin with industrial hand cleaners or skin creams.

Maintenance: Under normal wear and tear, proper application of GM-Mineral Bond should not require resealing for 3 to 5 years. High traffic areas will need to be sealed more often than low traffic areas. Reapplication of GM-Mineral Bond should be at the recommended rates. Regular preventive maintenance can extend the life of asphalt pavement.

Health and Safety: Consult the Safety Data Sheet (SDS) for GM Mineral Bond fire and explosion data, health hazard data, first aid procedures, reactivity data, spill or leak procedures, waste disposal and use of personal protective equipment. Additional copies of the Safety Data Sheet (SDS) can be obtained by calling ASI, 801-972-2757 or visit: www.asphaltsystemsinc.com

For Chemical Emergency:
Spill, Leak, Fire, Exposure, or Accident
Call CHEMTREC Day or Night
Within USA and Canada: 1-800-424-9300 CCN1842 or
+1 703-527-3887 (collect calls accepted)

Warranty and Disclaimer: Refer to www.asphaltsystemsinc.com for terms and conditions.

Cost and Additional Information: For further information on availability and cost of GM-Mineral Bond, contact Asphalt Systems, Inc., P.O. Box 25511, Salt Lake City, UT 84125-0511 or call at 1-801-972-2757. Website: www.asphaltsystemsinc.com