TOOELE CITY CORPORATION

RESOLUTION 2026-11

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH M&M ASPHALT SERVICES, INC., FOR THE 2026 ROADWAY MAINTENANCE PROJECT, SCHEDULE A.

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance; and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for the 2026 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended, in three bid schedules: 1) Schedule A for Type II slurry seal; 2) Schedule B for light-weight aggregate chip seal; and, 3) Schedule C for roto-mill and asphalt overlay; and,

WHEREAS, M&M Asphalt Services, Inc., submitted a cost proposal of $34,225, which is the lowest responsible responsive bid for Schedule A of the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of $1,700 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that:

1. the agreement attached as Exhibit B with M&M Asphalt Services, Inc., is hereby approved, in the amount of $34,225, for completion of the Schedule A of the Project; and,
2. an additional $1,700 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 4th day of March, 2026.

TOOELE CITY COUNCIL

(For) (Against)

Melodi Gochis

Justin Brady

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

ATTEST:

Shilo Baker

Shilo Baker, City Recorder

SEAL

Tooele City
Est. 1853

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Schedule A Bid Results

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	HOLBROOK ASPHALT		MORGAN PAVEMENT MANAGEMENT		MORGAN ASPHALT		ASPHALT PRESERVATION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	$0.3700	$68,450.00	$0.2375	$43,937.50	NO BID		$0.3000	$55,500.00
SUB TOTAL - BID SCHEDULE "A"				**$68,450.00**		**$43,937.50**				**$55,500.00**	
			Comments								
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.42	$1,008,000.00	NO BID		NO BID		NO BID	
B2	Furnish and Install Railroad Pavement Marking	8		$240.00	$1,920.00						
B3	Furnish and Install Stop Ahead Pavement Marking	2		$150.00	$300.00						
B4	Furnish and Install Arrow Pavement Marking	48		$110.00	$5,280.00						
B5	Furnish and Install School Pavement Marking	26		$110.00	$2,860.00						
B6	Furnish and Install Bike Symbol Pavement Marking	20		$115.00	$2,300.00						
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$115.00	$2,300.00						
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$8.00	$10,200.00						
B9	Furnish and Install Stop Bar Pavement Marking	720		$4.25	$3,060.00						
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$14.50	$9,570.00						
B11	Furnish and Install Dashed White Line Striping	1,320		$0.60	$792.00						
B12	Furnish and Install White Line Striping	33,200		$0.40	$13,280.00						
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.40	$290.00						
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.40	$2,400.00						

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	HOLBROOK ASPHALT		MORGAN PAVEMENT MANAGEMENT		MORGAN ASPHALT		ASPHALT PRESERVATION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL (continued)											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.75	$14,700.00	NO BID		NO BID		NO BID	
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$545.00	$545.00						
SUB TOTAL - BID SCHEDULE "B"				**$1,077,797.00**							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	20		NO BID		$1,380.30	$27,606.00	$1,000.00	$20,000.00	NO BID	
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13				$1,749.00	$22,737.00	$1,075.00	$13,975.00		
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200				$6.07	$19,424.00	$3.15	$10,080.00		
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200				$0.8250	$20,790.00	$0.51	$12,852.00		
C5	Furnish and Install Level Course	100				$218.30	$21,830.00	$122.00	$12,200.00		
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000				$2.0248	$172,108.00	$1.78	$151,300.00		
SUB TOTAL - BID SCHEDULE "C"						**$284,495.00**		**$220,407.00**			
Comments								Did not use Addendum No. 1. However, the Addendum did not modify Bid Schedule C			

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	STAKER & PARSONS COMPANIES		BLACK FOREST PAVING		M&M ASPHALT SERVICES		INTERMOUNTAIN SLURRY SEAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	NO BID		NO BID		$0.1850	$34,225.00	NO BID	
SUB TOTAL - BID SCHEDULE "A"								**$34,225.00**			
			Comments								
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.36	$864,000.00	NO BID		NO BID		$0.42	$1,008,000.00
B2	Furnish and Install Railroad Pavement Marking	8		$58.85	$470.80					$91.00	$728.00
B3	Furnish and Install Stop Ahead Pavement Marking	2		$58.85	$117.70					$91.00	$182.00
B4	Furnish and Install Arrow Pavement Marking	48		$76.50	$3,672.00					$118.00	$5,664.00
B5	Furnish and Install School Pavement Marking	26		$76.50	$1,989.00					$118.00	$3,068.00
B6	Furnish and Install Bike Symbol Pavement Marking	20		$76.50	$1,530.00					$118.00	$2,360.00
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$76.50	$1,530.00					$118.00	$2,360.00
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$1.65	$2,103.75					$2.55	$3,251.25
B9	Furnish and Install Stop Bar Pavement Marking	720		$1.45	$1,044.00					$2.55	$1,836.00
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$1.20	$792.00					$1.82	$1,201.20
B11	Furnish and Install Dashed White Line Striping	1,320		$0.14	$184.80					$0.22	$290.40
B12	Furnish and Install White Line Striping	33,200		$0.29	$9,628.00					$0.46	$15,272.00
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.14	$101.50					$0.22	$159.50
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.29	$1,740.00					$0.45	$2,700.00

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	STAKER & PARSONS COMPANIES		BLACK FOREST PAVING		M&M ASPHALT SERVICES		INTERMOUNTAIN SLURRY SEAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.47	$9,212.00	NO BID		NO BID		$0.73	$14,308.00
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$31.80	$31.80					$3,000.00	$3,000.00
SUB TOTAL - BID SCHEDULE "B"				**$898,147.35**						**$1,064,380.35**	
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	20		NO BID		$750.00	$15,000.00	NO BID		$1,450.00	$29,000.00
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13				$930.00	$12,090.00			$1,150.00	$14,950.00
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200				$3.00	$9,600.00			$3.15	$10,080.00
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200				$0.52	$13,104.00			$0.42	$10,584.00
C5	Furnish and Install Level Course	100				$118.00	$11,800.00			$133.00	$13,300.00
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000				$1.78	$151,300.00			$2.00	$170,000.00
SUB TOTAL - BID SCHEDULE "C"						**$212,894.00**				**$247,914.00**	
Comments											

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	GENEVA ROCK							
				Unit Price	Total						
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	NO BID							
SUB TOTAL - BID SCHEDULE "A"											
			Comments								
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.47	$1,128,000.00						
B2	Furnish and Install Railroad Pavement Marking	8		$280.00	$2,240.00						
B3	Furnish and Install Stop Ahead Pavement Marking	2		$335.00	$670.00						
B4	Furnish and Install Arrow Pavement Marking	48		$80.00	$3,840.00						
B5	Furnish and Install School Pavement Marking	26		$112.00	$2,912.00						
B6	Furnish and Install Bike Symbol Pavement Marking	20		$70.00	$1,400.00						
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$775.00	$15,500.00						
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$15.50	$19,762.50						
B9	Furnish and Install Stop Bar Pavement Marking	720		$3.10	$2,232.00						
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$31.00	$20,460.00						
B11	Furnish and Install Dashed White Line Striping	1,320		$0.10	$132.00						
B12	Furnish and Install White Line Striping	33,200		$0.35	$11,620.00						
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.10	$72.50						
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.90	$5,400.00						

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	GENEVA ROCK							
				Unit Price	Total						
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.70	$13,720.00						
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$6,200.00	$6,200.00						
SUB TOTAL - BID SCHEDULE "B"				**$1,234,161.00**							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around W ater Valves and Survey Monuments	20		$6,000.00	$120,000.00						
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13		$5,600.00	$72,800.00						
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200		$4.60	$14,720.00						
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200		$1.35	$34,020.00						
C5	Furnish and Install Level Course	100		$200.85	$20,085.00						
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000		$2.71	$230,350.00						
SUB TOTAL - BID SCHEDULE "C"				**$491,975.00**							
Comments											

EXHIBIT B

Agreement for Schedule A

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: M&M Asphalt Services, Inc.

B. Address: 5464 West Leo Park Road, West Jordan, Utah 84081

C. Telephone number: (801) 280-9400

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2026 Roadway Maintenance Project
Bid Schedule A - Slurry Seal Type II

1.4 ENGINEER

A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.

2. _____

3. _____

4. _____

C. An Agreement Supplement [_____] is, [X] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Thirty Four Thousand Two Hundred Twenty Five Dollars ($ $34.225.00).

2.2 CONTRACT TIME

A. All work shall be completed **prior to August 31, 2026.**

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. All work located adjacent to Schools shall be completed **prior to August 1, 2026.**

2.3 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion**:
   Five Hundred dollars and 00 cents ($ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion**: 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services**: No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

   Five Hundred dollars and 00 cents ($ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

C. **Survey Monuments**: No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of ($500.00) to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR**: OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2026.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026.

by _____
(person acknowledging and title or representative capacity, if any).

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: Maresa Manzione

C. Title: Mayor

ATTEST:

_____
Shilo Baker
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Matthew C. Johnson
Tooele City Attorney

END OF DOCUMENT

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