



60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyrumcity.gov

City Council Agenda Information

To: Mayor Miller and City Council

From: Road Department

Date: 7/31/26

Subject: Road slurry seal project

Summary: The city is awarding a slurry seal project to take place this summer. It consists of coating all new asphalt from the previous year, with a type 2 slurry. The 2026-2027 budget for this project is **\$90,000.00**

Recommendation: Staff is recommending M & M Asphalt for the slurry seal project.

City Council Meeting Details:

- Meeting Date: 8/6/26
- Council Role: (Information purposes only or if a vote is needed)

Attachments:

Bid proposals

M & M Asphalt	\$81,980.00
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Morgan Pavement	\$83,943.17
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PROPOSAL & CONTRACT



ASPHALT SERVICES

5464 West Leo Park Road, West Jordan, Utah 84081 • Phone(801) 280-9400 • Fax(801)280-3526

Seal Coating • Crack Sealing • Slurry Seal • Asphalt Repairs

SOLD TO	Hyrum City 85 West Main St. Hyrum, UT 84319 Kade 435-213-7200	JOB SITE	Hyrum City Various Roads and Locations See Map Hyrum, UT Same
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- Apply Crack Sealer to 17000 Linear Feet At \$0.4600 Per Foot. \$ 7,820.00
Details: Estimate is based on doing the job in one mobilization.
- Apply a Slurry Type II to 412000 Square Feet At \$0.1800 Per Square Foot. \$ 74,160.00
Details: Estimate is based on applying a type II slurry seal on 412,000 square feet of asphalt in one mobilization.

Terms of Payment: UPON COMPLETION

Total Contract Price \$ 81,980.00

We hereby agree to furnish all labor, material and equipment for the completion, in a good and workmanlike manner, of the work described above.

Date _____

By _____

ACCEPTANCE

The above mentioned proposal is accepted. You are authorized to perform the work described herein. It is agreed that you shall be paid according to the terms set forth herein. All of the terms on the reverse side are incorporated herein and made a part hereof.

Date _____, 20____

Company _____

By _____ Title _____

1. Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowance for omissions shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding.
2. All payments received in accordance with the terms of this contract are accepted with the understanding that such payments shall be applied to the payment of material and labor furnished on the work subject to this agreement.
3. Both parties agree that the plans and specifications may be changed without impairing the validity of this contract, subject, however, to the condition that the sum allowed either party for such alterations shall have been agreed upon by the parties to the contract and a full statement of the same made in writing and signed by them before the work to be affected by the changes is commenced.
4. Both parties agree that M&M Asphalt Services is not responsible for breakage of underground pipes, wiring or other improvements which are not visible to workmen on the property.
5. The undersigned agrees that all defects in material or labor must be brought to the attention of M&M Asphalt Services within thirty (30) days of receipt of billing invoice for the work performed or else waives its right to claim any offers for these defects.
6. Unless specified otherwise, the party for whom this work is performed assumes responsibility for traffic control and any barricading necessary, as well as assuring traffic is not permitted on the new surface until the material is set and dry.
7. If payment is not received by M&M Asphalt Services according to the terms specified in this agreement, the purchaser of products and services from M&M Asphalt Services shall be liable for cost incurred by M&M Asphalt Services including a reasonable attorney's fee if the account is placed with an attorney for collection.
8. The undersigned agrees to pay all invoices from M&M Asphalt Services within the terms described herein. If payment is not received as set forth herein, the undersigned agrees to pay on and one-half percent (1½%) compounded monthly on all outstanding amounts owing to M&M Asphalt Services.
9. This bid is based on the current price of labor and material and if not accepted within 15 days from date hereof, the right is reserved to submit a new bid.
10. All agreements contingent upon strikes, accidents or delays beyond control.
11. This contract shall be governed by the laws of the State of Utah both as to interpretation and performance. The place of this agreement and its exclusive forum for enforcement and interpretation shall be Salt Lake County, Utah.

Morgan Pavement
Remit to: PO Box 190
Clearfield, UT 84089
625 S. Main Street
Clearfield, UT 84015



Phone: (801) 544-5947
Fax: (801) 416-8061
MorganPavement.com

Mastic Asphalt Treatment-Excavation & Grading-Asphalt Paving-Patching-Sealcoat-Slurry-Crackseal-Striping-Consulting

To:	HYRUM CITY	Contact:	KADE MAUGHAN
Address:	83 WEST MAIN	Phone:	(435) 757-4277
	HYRUM, UT 84319	Email:	KADEMAUGHAN@HYRUMCITY.COM
Project Name:	2026 Hyrum Slurry And Crack Seal	Bid Number:	
Project Location:	Multiple Streets, Hyrum, UT	Bid Date:	7/24/2026

Line #	Item Description	Estimated Quantity	Unit	Total Price
	<u>Crack Seal W/Perimeters</u>	10,600.00	LF	\$8,904.00
	• Blow Cracks Free Of Dirt And Debris Using Compressed Air			
	• Fill Cracks With Hot Rubber Crack Sealant			
	• Includes Perimeter Seams Against Concrete Curbs And Gutters, And Concrete Utility Collars			
	• 10,600 LF Bid			
	<u>Slurry Seal Type II</u>	394,943.00	SF	\$75,039.17
	• Clean Entire Surface Free Of Dirt And Debris			
	• Apply 1 Course Of Type II Slurry Seal			

Total Bid Price: \$83,943.17

Notes:

- **Pay Terms: 50% due at signing of contract and prior to scheduling, remaining 50 % due and payable on day of work completion.**
Initial _____
- Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowances for omission shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding
- Temperature is a factor in the ability to apply certain asphalt products and obtain adhesion. In order for warranty to apply, temperatures must fall within certain parameters for that specific scope of work. Please call to verify the temperature parameters of the proposed work.
- Please turn off all sprinklers and remove obstructions(i.e. dumpsters or cars) from work site prior to performance of work. Morgan Industries will not be held liable for areas that are wet or blocked on the day that the crews arrive. If it is necessary to return to touch up areas so affected, there will be additional charges.
- Morgan Industries assumes no risk or liability of undisclosed or unforeseen conditions of the project site, including but not limited to hazardous waste, unstable or saturated subgrade, underground utilities, water table issues.
- Exclusions unless noted on scope of work: Bonds, fees, permits, material or compaction testing, traffic control and/or barricades, prime coat, soil sterilant, subgrade stabilization, concrete, sawcutting, earthwork, engineering, survey, construction staking, third party billing fees
- Morgan Industries will not guarantee drainage on grades with 1% or less slope or on overlays.
- Both Parties agree that Morgan Industries is not liable for any damage of underground piping, wiring, conduit which are not visible to crews on the property that could not be located by utility locator service. (i.e. blue stakes)
- Price is valid for 30 days from date of proposal
- Due to the volatility of the oil industry, this bid may fluctuate with oil prices. Therefore this may adjust with any increase in oil/material prices.
- Morgan Industries reserves the right to use a sub-contractor on any scope of work.

Payment Terms:

Payment is due at completion of project without any retention being withheld, Invoices are subject to 2% interest per month beginning 30 days following the due date. In the event it becomes necessary for Morgan Industries to file suit to collect any money due, hereunder or for breach thereof, the buyer agrees to pay in addition to the amount due, all costs of enforcement including reasonable attorney fees. If a dispute arises between the parties, and either party desires to resolve the dispute through litigation, the case must be filed in a court located in Davis County, Utah.

Morgan Pavement

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To:	HYRUM CITY	Contact:	KADE MAUGHAN
Address:	83 WEST MAIN	Phone:	(435) 757-4277
	HYRUM, UT 84319	Email:	KADEMAUGHAN@HYRUMCITY.COM
Project Name:	2026 Hyrum Slurry And Crack Seal	Bid Number:	
Project Location:	Multiple Streets, Hyrum, UT	Bid Date:	7/24/2026

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Morgan Pavement

Authorized Signature: _____

Estimator: Brandon Christensen

(801) 837-0916 bchristensen@morganpavement.com