

SEALCOAT OF  
SELECT ORIGINAL TOWNSITE STREETS

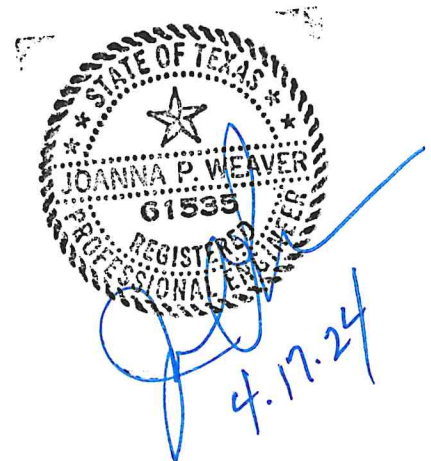
CITY OF PORT LAVACA



APRIL 17, 2024

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## INVITATION TO BID

**PROJECT: SEALCOAT OF SELECT ORIGINAL TOWNSITE STREETS**

**BID DATE AND TIME: TUESDAY, MAY 7, 2024 AT 2:30 pm**

Sealed bids for the above referenced Public Works project will be received by the City Secretary, 202 N. Virginia Street, Port Lavaca, Texas 77979 until the above stated date and time, when they will be publicly opened and read aloud. All bids must be submitted on the Bid Form provided in the bid documents and shall be sealed in an envelope and clearly marked **“Sealed Bid for SEALCOAT OF SELECT ORIGINAL TOWNSITE STREETS” - Bid Opening at 2:30 P.M., MAY 7, 2024**”. Bids received after this time shall be returned unopened.

To request a complete bid package and schedule a site visit, contact Public Works Director Wayne Shaffer at 361-552-3347 or [wshaffer@portlavaca.org](mailto:wshaffer@portlavaca.org). The complete Bid Package may also be downloaded at the City’s website [www.portlavaca.org/city-departments/finance-department/bids-and-rfps/](http://www.portlavaca.org/city-departments/finance-department/bids-and-rfps/).

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Port Lavaca may be submitted in lieu of the Bid Bond.

Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon’s Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

The Award of the Construction Contract, which is anticipated to be within thirty (30) calendar days of the Bid Date specified above, shall be made to the responsible Bidder submitting the lowest, qualified, acceptable Bid who, in the opinion of the **CITY OF PORT LAVACA**, offers the Bid in the best interests of the City.

The **CITY OF PORT LAVACA** reserves the right to reject any and all bids and to waive informalities in the bidding. Small and minority businesses, women’s owned business enterprises, and labor surplus area firms are encouraged to submit bids.

The **CITY OF PORT LAVACA** is an equal opportunity employer without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, handicap, or limited English proficiency.

## INSTRUCTIONS TO BIDDERS

- 1.0 LOCATION OF THE PROJECT: The project is located in the city of Port Lavaca, Texas, in the areas indicated on the plans.
- 2.0 GENERAL DESCRIPTION OF THE PROJECT: The work to be accomplished under the provisions of these Contract Documents consists of providing a one course "seal-coat" on those streets designated in the plans and specifications. (Note the southernmost block of Ann Street will receive two (2) courses). The project shall be constructed in general accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (latest edition) and these specifications.
- 3.0 DELIVERY OF BID:
  - 3.1 Facsimile transmittal of bids will ***not*** be accepted under any circumstances. Bid proposals must be mailed, hand delivered, or delivered by courier and received by the City Engineer's office before the stated date and time.
  - 3.2 All bids received by the City of Port Lavaca after the stated date and time will not be opened, read, or recorded and will be returned unopened.
  - 3.3 Bids shall be submitted on the Bid Form provided in Section 0300, sealed in an envelope and clearly marked "SEALED BID – SEALCOAT OF SELECT ORIGINAL TOWNSITE STREETS"
  - 3.4 A Bid Bond issued by an acceptable surety in the amount of 5% of the maximum bid submitted must accompany each bid. A certified check or cashiers check payable to the City of Port Lavaca may be submitted in lieu of the Bid Bond.
  - 3.5 The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 10 days after he has received Notice of Acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
- 4.0 ESTIMATED QUANTITIES: The quantities listed in the Bid Documents are the City's best estimate of the scope of the work to be performed and do not obligate the City to order or accept more than its actual requirements during the period of agreement, as determined by actual needs and availability of appropriated funds.
- 5.0 SUBSTITUTIONS: The Contractor shall not substitute items specified in the contract documents without the expressed written consent of the Public Works Director. Requests for substitution must be received by the Public Works Director a minimum of ten (10) days in advance of the bid opening date. Substitutions will not be allowed after the bids have been received.
- 6.0 OBLIGATION OF BIDDER: At the time of the opening of the bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to

examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to this bid.

7.0 TIME OF COMPLETION:

7.1 Time of completion of this Contract is of importance to the City and may be considered in the award of the Contract. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract after 30 days prior to the completion date set by the Contractor, until final completion and acceptance by the Public Works Director. If there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions of time within the same month as the delay occurs. His failure to make such request within the above time limit may void the possible extension of the Contract time of completion. The Public Works Director will be the judge as to whether a time extension is to be granted and so notify the Contractor.

Time of Completion shall be set by the Contractor in the Bid Form.

7.2 Liquidated Damages:

Contractor shall pay Liquidated Damages in the amount of Two Hundred Dollars (\$200) per each calendar day that the date of substantial completion exceeds the contract completion date.

8.0 RIGHTS OF THE CITY OF PORT LAVACA:

8.1 The City of Port Lavaca reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements.

8.2 The City of Port Lavaca reserves the right to reject any or all bids submitted, to waive any formalities or irregularities and to make whatever award is in the best interest of the City of Port Lavaca.

8.3 The Bidder is hereby notified that although the City of Port Lavaca is required to submit purchases of all contracts of \$50,000 or more to competitive bidding, it is not required to accept the lowest bid. In such purchasing, the lowest bid may be rejected if the City Council, in the exercise of its best judgment, feels that a bid, other than the low bid, will best serve the interests of the City of Port Lavaca.

9.0 BONDS: Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

10.0 TAX EXEMPTIONS: The City of Port Lavaca is exempt from State Tax and Local Tax. DO NOT include tax in your bid. Tax exemption certificates will be furnished upon request.

- 11.0 PRICE QUOTATIONS: Bid a unit price on the estimated quantity specified, extend and show totals as indicated on the Bid Form. The unit price quotation shall always govern over the multiplied totals.
- 12.0 TRANSPORTATION OF ROAD MATERIALS: The transporter of all road materials must be approved for travel on Texas highways by holding a valid driver's license, that is of the class and/or type required for hauling and commercial use; valid liability insurance; a valid Railroad Commission License and any other requirements mandated by the State of Texas for this particular transport.
- 13.0 PAYMENT PROCEDURES: The City of Port Lavaca will accept requests for partial payment on a monthly basis for 90% of the Work completed (with the balance being retainage.) Retainage shall be held until 100% of all the authorized work is completed and the contractor has submitted an "Affidavit of all Bills Paid" to the City.

END OF SECTION

**BID FORM**

Bidding Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project: SEALCOAT OF SELECT ORIGINAL TOWNSITE STREETS  
CITY OF PORT LAVACA  
BIDS DUE : TUESDAY, MAY 07, 2024 at 2:30 pm.

This Bid is being submitted to the CITY OF PORT LAVACA, 202 N. Virginia, Port Lavaca, TX 77979 on or before Tuesday, May 7, 2024 at 2:30 pm.

1. Pursuant to and in compliance with the Advertisement for Bid and the proposed Contract Documents dated April 17, 2024 relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform all Work as specified or indicated in, and in strict accordance with, the proposed Contract Documents, and addenda thereto, within the time stated herein for the following unit price:

All labor, materials, services, equipment and all other things necessary to provide a one course "seal-coat" on all designated areas in full compliance with the contract documents:

- **BASE BID AMOUNT:**  
20,500 SY@ \$ \_\_\_\_\_ per SY equals \$ \_\_\_\_\_
  
- **ADDITIVE ALTERNATE NO. 1:**  
5,000 SY@ \$ \_\_\_\_\_ per SY equals \$ \_\_\_\_\_
  
- **OWNER'S OPTION:** Utilize Asphalt Cement AC-5 instead of the specified AC-15P for a unit price DEDUCT of \$ \_\_\_\_\_ per SY
  
- **GREATEST AMOUNT BID on which the 5% Bid Bond is based** (Sum of Base Bid + Additive Alternate No. 1): \$ \_\_\_\_\_
  
- **GREATEST AMOUNT BID WITH OWNER'S OPTION:** (Sum of Base Bid + Additive Alternate No. 1 + Owner's Option): \$ \_\_\_\_\_



2. If awarded this contract, the undersigned will provide proof of insurance coverage, a 100% Performance and Payment Bond, as applicable, and execute a satisfactory Construction Contract with the City of Port Lavaca within 15 days after the Notice of Award. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.
3. Enclosed is a Certified Check or Bid Bond in the amount of 5% of the Greatest amount bid, in compliance with the specifications.
4. The undersigned BIDDER agrees to the following:
  - A. To perform all Work with skilled craftsmen experienced in the applicable trades and in conformance with the plans and specifications.
  - B. To complete the Work within \_\_\_\_\_ calendar days from the Notice to Proceed.
5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - C. BIDDER has examined copies of all Contract Documents and the following Addenda, receipt of which is hereby acknowledged.  
Addendum No. \_\_\_\_\_  
Date Rec'd: \_\_\_\_\_
  - B. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.
6. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca within the last 5 years.)
7. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

Seal if Bidder is Corporation

### STATEMENT OF BIDDER'S QUALIFICATION

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: \_\_\_\_\_

Bidder: (Legal Name of Firm) \_\_\_\_\_

Address: \_\_\_\_\_ website (if applicable): \_\_\_\_\_

Check which applies: ( ) Corporation ( ) Partnership ( ) Individual ( ) Joint Venture ( ) Other

- Number of years has your organization been in business as a Contractor? \_\_\_\_\_
- Number of years your organization been in business under its present name? \_\_\_\_\_
- List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Total Staff employed by firm (break down by managers and trades)

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes, provide details)

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

On a separate sheet, list at least 3 clients of recurring mowing projects your firm has had in the past 3 years, comparable in size or greater to the scope being bid. Provide name of owner with valid contact information, and dates of contract.

On a separate sheet, list all of the equipment owned by Bidder that will be used to complete the scope of this bid if one or more areas are awarded.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the \_\_\_\_\_, 2024, by and between the CITY OF PORT LAVACA, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and \_\_\_\_\_, a \_\_\_\_\_ duly authorized to do business in the State of Texas, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after setting forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications identified herein as "Exhibit A" and the PROPOSAL dated \_\_\_\_\_ identified herein as "Exhibit B". The Contract Amount is hereby established at \$ \_\_\_\_\_. Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
- 2. CONTRACT TIMES:** The work will be substantially complete within \_\_\_\_\_ calendar days after the date when the Contract Times commence to run, plus any approved time extension requests.
- 3. LIQUIDATED DAMAGES:** CITY and CONTRACTOR recognize that time is of the essence in this Agreement and that the CITY will suffer financial loss if the Work is not substantially complete within the agreed upon time, plus any approved extensions. Instead of requiring any such proof of actual loss, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR will pay CITY \$200 for each day that expires after the time specified in Section 2 above.
- 4. PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit a schedule of Values and the CITY will accept requests for partial payment based upon this schedule, on a monthly basis, for 90% of the Work completed (with the balance being retainage). Retainage shall be held until 100% of all the authorized work is completed and accepted and CONTRACTOR has submitted a One-Year Warranty and Affidavit of all bills Paid to the City.
- 5. INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 6. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the minimum insurance coverage REQUIRED IN Section 00820 of the contract documents and include a waiver of subrogation:

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as Additional Insured. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be

obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

7. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.
10. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
12. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
13. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
14. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
15. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
16. **ENTIRE CONTRACT.** This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

- 17. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
  
- 18. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
  
- 19. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.
  
- 20. **WRITTEN NOTICE TO PROCEED.** The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.
  
- 21. **AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officer or agent.

**CITY OF PORT LAVACA**  
 202 N. Virginia St.  
 Port Lavaca, Texas 77979  
 361-552-9793

**CONTRACTOR**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## BOND AND INSURANCE REQUIREMENTS

- 1.0 Prior to commencement of the Work, CONTRACTOR shall comply with the following Insurance requirements:
- 1.1 Furnish the CITY OF PORT LAVACA with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, naming "CITY OF PORT LAVACA" AS ADDITIONAL INSURED and showing at least the following coverages:
- 1.1.1 Workman's Compensation and Employers' Liability:  
State and Federal Statutory Limits
- 1.1.2 Bodily Injury and Property Damage: \$1,000,000.00 Combined Single Limit Each Occurrence/Policy Aggregate
- 1.1.3 Comprehensive General Liability: Shall include, but not be limited to, Independent Contractor's Liability; Contractual Liability; Completed Operations and Products Liability, all on an occurrence basis, with Personal Injury Coverage and broad form Property Damage, with XCU exclusions eliminated. Completed Operations Liability shall be kept in force for at least one (1) year after the date of final completion.  
\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate
- 1.1.4 Automobile Liability: CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular contract. Coverage shall have at least the following limit:  
Combined Single Limit: \$1,000,000.00
- 1.1.5 No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.
- 1.2 In the event that the CITY OF PORT LAVACA is notified of cancellation of all or any part, the CITY OF PORT LAVACA may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof, deducting the cost from CONTRACTOR's Contract Amount.
- 2.0 Contractor shall, prior to commencement of the Work, provide statutory Performance and Payment Bonds in the amount of 100% of the Contract Amount in accordance with Article 5160 of Vernon's Texas Civil Statutes.

END OF SECTION

**SECTION 01010**

SUMMARY OF WORK

1.0 GENERAL

- 1.1 Work under this contract consists of providing a one-course "sealcoat" to those city streets identified on the plans.
- 1.2 Contractor's use of premises:
  - A. Contractor shall not unreasonably encumber the jobsite with materials and equipment.
  - B. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
  - C. Contractor shall limit his operations to within the designated City rights-of-way. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
  - D. Contractor shall take all precautions as necessary to protect the construction and the public during the construction period.
  - E. Contractor shall be responsible for traffic control and traffic control devices around the work areas. All traffic control measures shall be in accordance with the recommendations and standards of the Texas Highway Department.
  - F. It is the Contractor's responsibility to protect the City's right-of-way and all private property against damage by the construction process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the construction, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the Public Works Director. If the Contractor has any concerns over the existing condition of any area, he shall meet with the City Engineer to record this concern via photographs and field notes prior to the beginning of construction.
- 1.3 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.
- 1.4 Submittals: Submit product literature, as applicable, on all material incorporated into the project.

2.0 PRODUCTS

- 2.1 All products and materials shall meet the requirements of the Texas Highway Department's Standard Specifications for Highways, Streets, and Bridges (latest edition).
- 2.2 Asphalt Cement: AC-15P  
*Owner's Option:* Use Asphalt Cement: AC-5
- 2.3 Aggregate: PB-4

3.0 EXECUTION

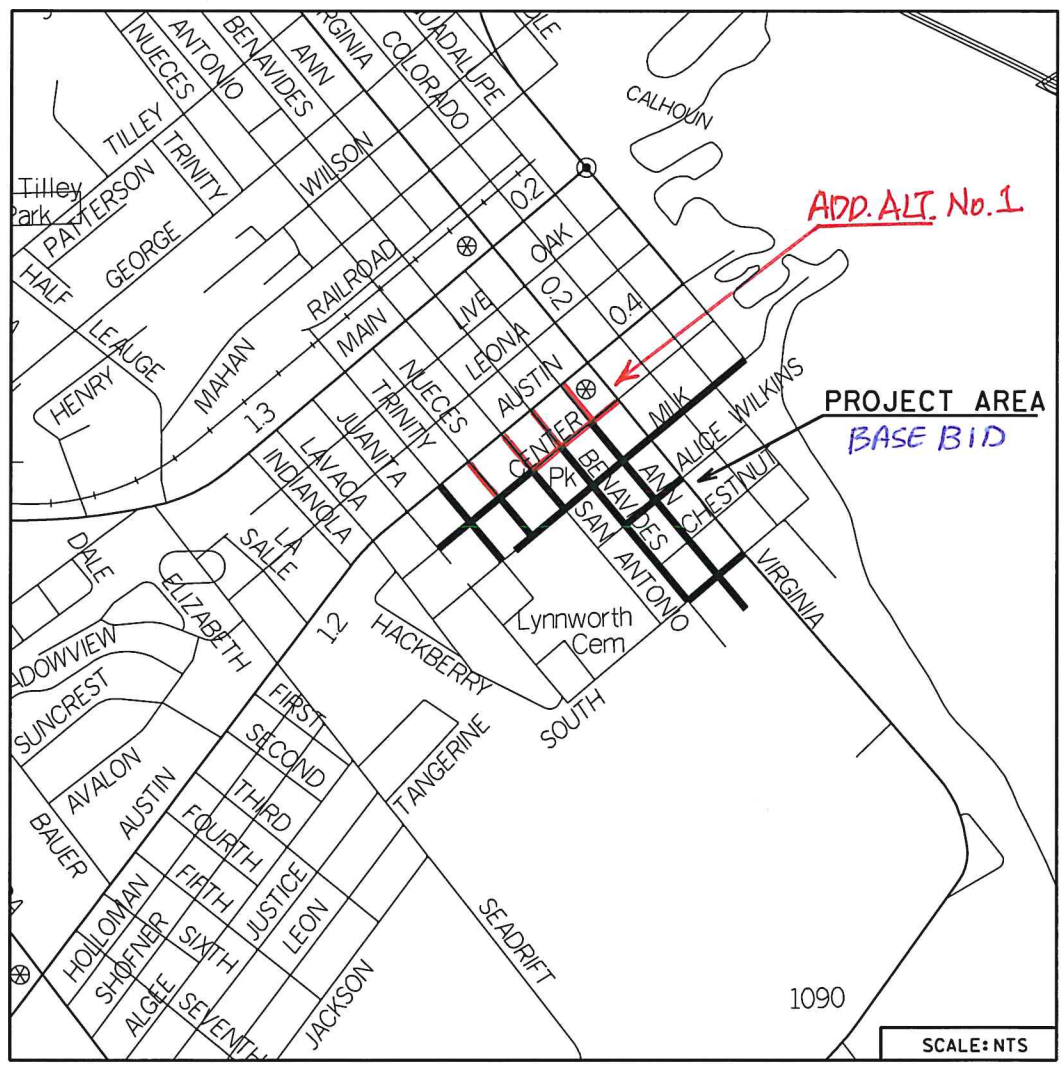
- 3.1 The execution of all work shall meet the requirements of the Texas Highway Department's Standard Specifications for Highways, Streets, and Bridges (latest edition). Brooming shall be required.
- 3.2 Contractor shall provide a single course "sealcoat" to the full width and length of the pavement, including rounded corner areas at all intersections, at the following application rates:
- Asphalt Cement: 0.25-0.35 gallons per square yard
- Aggregate: 110 -120 square yards per cubic yard
- 3.3 Contractor shall install kraft paper weighted with sand over all manholes and valve lids prior to application of the asphalt cement. The kraft paper shall be removed following the application of the aggregate.



# City of Port Lavaca



## 2024 SEAL COAT PLAN PORT LAVACA, TEXAS



PROJECT LAYOUT MAP