

## 2025 Microsurfacing Pavement Treatment for Mariemont and Hillside Terrace subdivisions

CONTRACTOR	BASE BID	ALTERNATE	TOTAL BID	DAYS TO COMPLETE	BID BOND
Intermountain Slurry Seal, Inc.	\$ 163,800.00	\$ 62,480.00	\$ 226,280.00	30	YES
Viking Construction, LLC	\$ 168,861.00	\$ 63,929.25	\$ 232,790.25	160	YES

**MICROSURFACING PAVEMENT TREATMENT  
FOR MARIEMONT AND HILLSIDE TERRACE  
SUBDIVISIONS**

**CITY OF PORT LAVACA**



MAY 14, 2025

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## **INVITATION TO BID**

**PROJECT: MICROSURFACING PAVEMENT TREATMENT FOR MARIEMONT AND HILLSIDE TERRACE SUBDIVISIONS**

**BID DATE AND TIME: TUESDAY, JUNE 3, 2025, AT 2:00 pm**

Sealed bids for the above-mentioned 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 MICROSURFACING PAVEMENT TREATMENT FOR MARIEMONT AND HILLSIDE TERRACE SUBDIVISIONS” - Bid Opening at 2:00 P.M., JUNE 3, 2025**. 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-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 microsurfacing pavement treatment for those streets designated on the plans: **Base Bid:** Larry Drive, McPherson Drive, Vail Drive and Purple Sage from south end to Jackson Street and Oleander Drive from the south end to Jackson Street. **Additive Alt #1:** Jackson Street, Leon Street, Purple Sage from Larry Drive to north end and Oleander from Jackson St. to north end. 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 (2014) 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 Secretary'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 – MICROSURFACING PAVEMENT TREATMENT FOR MARIEMONT AND HILLSIDE TERRACE SUBDIVISIONS – Bid Opening at 2:00 pm, June 3, 2025"
  - 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 oblige 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.

City of Port Lavaca  
Microsurfacing Pavement Treatment  
for Mariemont and Hillside Terrace Subdivisions  
SECTION 00100

- 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: Intermountain Slurry Seal, Inc.

Address: 1000 North Warm Springs Road

City, State, Zip: Salt Lake City, UT 84116

Phone: (972)353-6253 Email: landon.moore@gcinc.com

Project: MICROSURFACING PAVEMENT TREATMENT FOR MARIEMONT  
AND HILLSIDE TERRACE SUBDIVISIONS  
CITY OF PORT LAVACA  
BIDS DUE : TUESDAY, JUNE 3, 2025 at 2:00 pm.

This Bid is being submitted to the CITY OF PORT LAVACA, 202 N. Virginia, Port Lavaca, TX 77979 on or before Tuesday, JUNE 3, 2025 at 2:00 pm.

1. Pursuant to and in compliance with the Advertisement for Bid and the proposed Contract Documents dated May 14, 2025 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 MICRO SURFACE on all designated areas in full compliance with the contract documents:

- BASE BID AMOUNT: Larry, McPherson, Vail, Purple Sage (south end to Jackson) and Oleander (south end to Jackson) [22 lbs/SY]  
312 TONS @ \$ 525.00 per SY equals \$ 163,800.00  
TN
  - ADDITIVE ALTERNATE NO. 1: Jackson, Leon, Purple Sage (Jackson to north end) and Oleander (Jackson to north end) [22lbs/SY]  
142 TONS @ \$ 440.00 per SY equals \$ 62,480.00  
TN
  - **GREATEST AMOUNT BID on which the 5% Bid Bond is based** (Sum of Base Bid  
+ Additive Alternate No. 1): \$ 226,280.00
-



City of Port Lavaca  
Micro-surfacing Pavement  
Treatment for Mariemont and  
Hillside Terrace Subdivisions  
**SECTION 00300**

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 30 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 3rd day of June, 2025

By  /Ken Walschlager  
Signature

Area Manager

Title

Seal if Bidder is Corporation



### STATEMENT OF BIDDER'S QUALIFICATION

(Required ONLY if Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years.)

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: June 3, 2025

Bidder: (Legal Name of Firm) Intermountain Slurry Seal, Inc.

Address: 1000 North Warm Springs Rd website (if applicable): www.intermountainsslurryseal.com  
Salt Lake City, UT 84116

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

- Number of years has your organization been in business as a Contractor? 43+
- Number of years your organization been in business under its present name? 43+\*
- 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.

Slurry Seal, Chip Seal, Microsurfacing

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

Salaried	Field/Tradespeople	Total As of 12/31/24
30	17	47

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

No

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 work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract. See Attached List of Major Incomplete Contracts

On a separate sheet, list at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion. See Attached Completed Jobs List

 June 3, 2025  
Bidder Ken Walschlager, Area Manager Date

\*Bear River Constructors and Intermountain Slurry Seal, Inc. merged 12/21/1999 and were then named ISS, Inc. then changed their name on 05/24/2000 (21 years) to their current name of Intermountain Slurry Seal, Inc. because of name duplication.

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the \_\_\_\_\_, by and between the CITY OF PORT LAVACA, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and \_\_\_\_\_, a corporation 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 (MICROSURFACING PAVEMENT TREATMENT FOR MARIEMONT AND HILLSIDE TERRACE SUBDIVISIONS) 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 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 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: Jack Whitlow

Title: Mayor

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

SUMMARY OF WORK

SECTION 01010

1.0 GENERAL

- 1.1 Work under this contract consists of providing a Microsurfacing pavement system 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 (2014 edition).
- 2.2 The Microsurfacing pavement system shall meet the requirements of the Texas Highway Department Standard Specifications for Highways, Streets, and Bridges Item 350 Microsurfacing.
  - a. Aggregate to be TY II per gradation below:



SIEVE SIZE	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE
3/8 (9.5 mm)	100	100	
# 4 (4.75 mm)	90 - 100	70 - 90	± 5%
# 8 (2.36 mm)	65 - 90	45 - 70	± 5%
# 16 (1.18 mm)	45 - 70	28 - 50	± 5%
# 30 (600 um)	30 - 50	19 - 34	± 5%
# 50 (330 um)	18 - 30	12 - 25	± 4%
#100 (150 um)	10 - 21	7 - 18	± 3%
#200 (75 um)	5 - 15	5 - 15	± 2%

- b. Application rate to be 22 LB/SY (composite)
- c. SAC-A or SAC-B aggregate is acceptable
- d. Truck Mounted Pavers are acceptable
- e. Vegetation in pavement/joints needs to be treated with herbicide 2-3 weeks prior to microsurfacing. This work is subsidiary to the Microsurfacing bid item.

### 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 (2014 edition).
- 3.2 Contractor shall install kraft paper weighted with sand over all manholes and valve lids prior to application of the microsurfacing. The kraft paper shall be removed following the work.

# SITE PLAN

CITY OF PORT LAVACA



YELLOW: BASE BID 312 TONS (28,380SF)

LT. GREE: ADDITIVE ALTERNATE 142 TONS (12,915 SF)



## Appendix A1

The table below provides information regarding pending arbitration litigation against Intermountain Slurry Seal for a construction project with in the last five (5) years. No outstanding Judgments.

Start Date	Short Matter Name	Description	Form of Resolution
8/28/2023	Relmco, Inc. v. Intermountain Slurry Seal, Inc.	Allegations of breach of contract	Pending
12/20/2024	CCC v. Intermountain Slurry Seal (07-LA-170-R14.5/R20.8; DIR ID 473905)	Allegations of violation of apprenticeship requirements	Pending

- Work/payment issues over \$50,000.00 only

Friday, May 30, 2025



## Appendix B1

The table below provides information concerning arbitration/litigation by Intermountain Slurry Seal, Inc within the past five (5) years.

Date	Case Name	Description	Resolution	Date of Resolution
6/28/2023	Intermountain Slurry Seal, Inc. v. Relmco, Inc.	Allegations of breach of contract	Pending	

- Work/payment issues over \$50,000.00 only

Friday, May 30, 2025



**Intermountain Slurry Seal**  
**Completed Job Schedule Greater Than \$500K**

El Job Number	Client Name and Address	Project Details	Work Type	Prime/ Subcontractor	Client Primary Contact	Projected Final Revenue	Actual Project End Date
1000200	Federal Highway Administration Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	Fhwa Pavement Pres Project Multiple, Slurry Seal, Chip Seal, Striping	Transportation	Prime Contractor	Steve Bailor	\$3,756,009	7/1/2024
1270354	CALTRANS Attn Office Engineer Ms 43 1727 30Th Street Sacramento, CA 95816	Int Ca Caltrans Camarillo Camarillo, California Slurry Seal	Transportation	Prime Contractor		\$9,110,594	5/31/2024
1290017	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Int Ut Udot Us 40 Clegg Canyon Heber, Utah Crack Seal, Guardrail, Micro surfacing	Transportation	Prime Contractor	Jeremy Bown	\$2,293,659	12/31/2024
1314458	Nevada Department of Transportation Headquarters 1263 South Stewart Street Carson City, NV 89712	Int Nv Ndot 3989 Elko Wells, Nevada Chip Seal and Striping	Transportation	Prime Contractor	Regina Pierce	\$5,784,037	8/31/2024
1338075	Austin, City Of 625 E 10Th St Austin, TX 78701	Int Tx Austin E Fog Austin, Texas Fog Seal	Transportation	Prime Contractor	Jose Ibarra	\$2,154,246	12/31/2024
1375621	Colorado Department Of Trans Headquarters Office 4201 East Arkansas Avenue Denver, CO 80222-3406	Int Co Cdot Sh 47a Pueblo Pueblo, Colorado Microsurfacing	Transportation	Prime Contractor	Patrick Vigil	\$1,604,890	8/1/2024
1378467	Colorado Department Of Trans Headquarters Office 4201 East Arkansas Avenue Denver, CO 80222-3406	Int Co Cdot Us 160 Chip Seal Durango, Colorado Chip Seal	Transportation	Prime Contractor	Tracie Benton	\$4,425,005	9/1/2024
1378935	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Int Ut Udot Sr-7 Airport Pkwy Hurricane, Utah Microsurfacing	Transportation	Prime Contractor	Riley Champneys	\$1,462,501	12/31/2024
1388811	Nielson Construction 825 North Loop Road Huntington, UT 84528-5500	Int Ut Us 191 Passing Lanes Moab, Utah	Transportation	Prime Contractor		\$506,361	6/26/2024
1412543	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Int Ut Udot Sr 18 Santa Clara, Utah Microsurfacing	Transportation	Prime Contractor	Riley Champneys	\$2,371,615	12/31/2024
1429816	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Int Ut Udot I70 Salina Salina, Utah Microsurfacing	Transportation	Prime Contractor	Michael Naser	\$2,205,449	12/31/2024
1437061	FNH CONSTRUCTION LLC 500 North Central Expy Suite 105 Plano, TX 75074-6772	Int Tx Txdot Odessa Micro Plano, Texas Microsurfacing	Transportation	Subcontractor	Candace Gillespe	\$651,259	7/1/2024
1445527	Richland, City Of P.O. Box 190 Ms-11 Richland, WA 99352-0190	Int Wa Richland Micro 4 Richland, Washington Microsurfacing	Transportation	Prime Contractor	Andrey Avetisyan	\$1,129,418	8/16/2024
1506693	Lubbock, County Of 904 Broadway Lubbock, TX 79401-3407	Int Tx Lubbock Co Cape Seal Lubbock, Texas Cape Seal	Transportation	Prime Contractor	Jennifer Davidson	\$1,935,532	11/1/2024





**INTERMOUNTAIN SLURRY SEAL, INC.**

**INCOMPLETE MAJOR CONTRACTS\***

(In Thousands)

For the Period Ended March 31, 2025						
Company	Job Type	Job	Projected Final Revenue Adjusted	Percent Complete	Backlog Amount	Owner/Receivable Address
00011	LJ	1000200 - FHWA PAVEMENT PRES PROJECT	3,756	98.51	56	THE UNITED STATES OF AMERICA
00011	LJ	1140917 - C FHWA PAVEMENT PRES BIG BEND	9,815	99.80	19	THE UNITED STATES OF AMERICA
00011	LJ	1177330 - INT ID BINGHAM CO PYMT PRES	5,196	99.16	43	IDAHO TRANSPORTATION DEPARTMENT
00011	LJ	1180622 - INT OR ODOT I-84 BAKER	3,474	98.83	41	STATE OF OREGON
00011	LJ	1200025 - INT CA CALTRANS 07-0W1204	3,342	99.13	29	CALTRANS
00011	LJ	1202580 - INT UT UDOT I-70 CISCO	5,923	99.34	39	STATE OF UTAH
00011	LJ	1218969 - INT ND NDDOT GRANT CO MILL	2,185	97.67	51	STATE OF NORTH DAKOTA
00011	LJ	1230747 - INT UT BLUFFDALE ROADWAY MAINT	1,163	95.36	54	BLUFFDALE CITY CORP
00011	LJ	1232217 - INT TX CANYON MICRO	498	97.26	14	CITY OF CANYON
00011	LJ	1235137 - INT WA STEVENS DRIVE PYMT PRES	1,286	95.19	62	253 CITY OF RICHLAND
00011	LJ	1235722 - INT TX LUBBOCK CO SCRUB MICRO	3,384	98.87	38	COUNTY OF LUBBOCK
00011	LJ	1235775 - INT WA RICHLAND MICRO	1,242	96.01	49	253 CITY OF RICHLAND
00011	LJ	1260405 - INT TX FAIR OAKS RANCH MICRO 3	564	95.26	27	CITY OF FAIR OAKS RANCH
00011	LJ	1267822 - INT AR ARDOT FORSGREN SUB CHIP	693	96.12	27	FORSRGREN INCORPORATED
00011	LJ	1270340 - INT CA CALTRANS HOLLYWOOD	5,258	98.75	66	CALTRANS
00011	LJ	1270354 - INT CA CALTRANS CAMARILLO	9,111	95.81	382	CALTRANS
00011	LJ	1274221 - INT NV NDOT 3986 SR 400	1,774	86.18	245	STATE OF NEVADA DEPT OF TRANSPORTATION
00011	LJ	1274222 - INT NV NDOT 3985 US 95	1,932	87.07	250	STATE OF NEVADA DEPT OF TRANSPORTATION
00011	LJ	1274223 - INT NV NDOT 3984 US 93	2,477	95.26	117	STATE OF NEVADA DEPT OF TRANSPORTATION
00011	LJ	1278130 - INT WY TETON COUNTY CHIP SEAL	688	97.82	15	TETON COUNTY
00011	LJ	1282584 - INT NV NDOT 3990 ALAMO	2,938	95.88	121	NV DEPARTMENT OF TRANS
00011	LJ	1290017 - INT UT UDOT US 40 CLEGG CANYON	2,294	97.60	55	STATE OF UTAH
00011	LJ	1314458 - INT NV NDOT 3989 ELKO	5,784	97.98	117	NV DEPARTMENT OF TRANS
00011	LJ	1369806 - INT ID ITD SH 19 OR TO US 95	580	87.25	74	IDAHO TRANSPORTATION DEPARTMENT
00011	LJ	1375621 - INT CO CDOT SH 47A PUEBLO	1,605	96.69	53	COLORADO DEPARTMENT OF TRANS-GRANDTOTAL
00011	LJ	1378467 - INT CO CDOT US 160 CHIP SEAL	4,425	99.55	20	COLORADO DEPARTMENT OF TRANS-GRANDTOTAL
00011	LJ	1378935 - INT NV NDOT SR-7 AIRPORT PKWY	1,463	96.99	44	STATE OF UTAH
00011	LJ	1379736 - INT WY WYDOT I 25 MICRO	3,244	87.71	399	STATE OF WYOMING
00011	LJ	1389883 - INT CO FHWA PYMT PRES PH 2	7,345	77.15	1,678	THE UNITED STATES OF AMERICA
00011	LJ	1395624 - INT WY WYDOT DISTRICT 1 CHIP	2,990	90.67	279	STATE OF WYOMING
00011	LJ	1410443 - INT WY CARBON CO CR 401 CHIP	1,908	80.83	366	CARBON COUNTY ROAD AND BRIDGE
00011	LJ	1412543 - INT UT UDOT SR 18	2,372	95.55	106	STATE OF UTAH
00011	LJ	1429816 - INT UT UDOT I70 SALINA	2,205	96.13	85	STATE OF UTAH
00011	LJ	1430058 - INT TX COSA PACKAGE 2 MICRO	4,097	31.45	2,808	CITY OF SAN ANTONIO
00011	LJ	1437061 - INT TX TXDOT ODESSA MICRO	651	96.51	23	FNH CONSTRUCTION LLC
00011	LJ	1438522 - INT WY SWEETWATER COUNTY CHIP	1,314	94.41	73	SWEETWATER COUNTY
00011	LJ	1445527 - INT WA RICHLAND MICRO 4	1,129	97.67	26	253 CITY OF RICHLAND
00011	LJ	1451407 - INT TX GALVESTON MICRO	783	62.06	297	CITY OF GALVESTON
00011	LJ	1460340 - INT UT BLUFFDALE ROAD MAINT 4	609	85.92	86	BLUFFDALE CITY CORP
00011	LJ	1484542 - INT TX AMARILLO MICRO 4	7,603	75.31	1,877	CITY OF AMARILLO
00011	FJ	1493285 - INT NMDOT D5 US 285	845	93.66	54	STATE OF NEW MEXICO
00011	LJ	1493302 - INT NMDOT D5 US 371	1,104	89.80	113	STATE OF NEW MEXICO
00011	FJ	1493370 - INT NV FNAS 4	814	76.55	191	DBSI DEFENSE BASE SERVICES
00011	LJ	1503866 - INT NE DISTRICT 8 MICRO	5,919	0.27	5,903	NEBRASKA DEPARTMENT OF TRANSPORTATION
00011	LJ	1506693 - INT TX LUBBOCK CO CAPE SEAL	1,936	95.93	79	COUNTY OF LUBBOCK
00011	FJ	1515972 - INT TX SPRINGTOWN MICRO	669	88.08	80	CITY OF SPRINGTOWN
00011	FJ	1532072 - INT NM CURRY COUNTY	521	85.16	77	CURRY COUNTY ROAD DEPARTMENT
00011	LJ	1546769 - INT UT UDOT I-15 BAKER CANYON	3,113	17.73	2,561	STATE OF UTAH
00011	LJ	1546781 - INT UT UDOT SR-21 CHIP	1,245	0.26	1,242	STATE OF UTAH
00011	LJ	1547697 - INT UT UDOT I-15 AZ ST LINE	4,639	1.44	4,573	STATE OF UTAH
00011	LJ	1549852 - INT TX CITY OF WACO MICRO	2,749	13.43	2,380	CITY OF WACO
00011	FJ	1550234 - INT TX SCHERTZ MICRO	823	8.21	756	RL JONES LP
00011	FJ	1562179 - INT UT WOODLAND HILLS MICRO	525	0.29	524	CITY OF WOODLAND HILLS
00011	LJ	1563823 - INT TX AUSTIN E FOG 2	1,856	9.87	1,673	CITY OF AUSTIN
00011	FJ	1565168 - INT NV CARSON CITY DIST 2 & 4	963	-7.19	1,027	CITY OF CARSON CITY
00011	LJ	1565175 - INT NM HOBBS MICRO	3,591	8.75	3,277	CITY OF HOBBS
00011	LJ	1577470 - INT TX LUBBOCK MICRO 5	9,352	0.75	9,281	CITY OF LUBBOCK
00011	LJ	1577620 - INT WY WYDOT DISTRICT 5 CHIP	3,242	0.27	3,233	STATE OF WYOMING
			<b>163,005</b>		<b>47,232</b>	

\* Intermountain Slurry Seal Contracts with Forecasted Revenue >= \$400K and Revenue Backlog >= \$10K



**BID BOND****TRAVELERS CASUALTY AND SURETY COMPANY**

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Intermountain Slurry Seal, Inc., as Principal, and Travelers Casualty and Surety Company, as Surety, are held and firmly bound unto City of Port Lavaca, as Obligee, in the sum of Five Percent (5%) of Bid Amount Dollars (\$5% of Bid Amount) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Microsurfacing Pavement Treatment For Mariemont and Hillside Terrace Subdivisions ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 28th day of May, 2025.

**IntermountainSlurry Seal, Inc.**

(Principal)

By: \_\_\_\_\_

Ken Walschlager, Area Manager

Travelers Casualty and Surety Company



By: \_\_\_\_\_

Isabel Barron, Attorney-in-Fact

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California  
County of Santa Cruz )

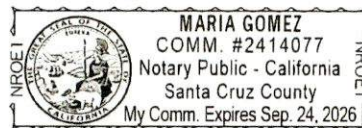
On May 28, 2025 before me, Maria Gomez, Notary Public  
(insert name and title of the officer)

personally appeared Isabel Barron,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Maria Gomez* (Seal)  
Maria Gomez, Notary Public







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this May 28, 2025



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## STATEMENT OF BIDDER'S QUALIFICATION

(Required ONLY if Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years.)

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: June 3, 2025

Bidder: (Legal Name of Firm) Intermountain Slurry Seal, Inc.

Address: 1000 North Warm Springs Rd website (if applicable): www.intermountainsslurryseal.com  
Salt Lake City, UT 84116

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

- Number of years has your organization been in business as a Contractor? 43+
- Number of years your organization been in business under its present name? 43+\*
- 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.

Slurry Seal, Chip Seal, Microsurfacing

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

Salaried	Field/Tradespeople	Total As of 12/31/24
30	17	47

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

No

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

See Appendix A1

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

See Appendix B1

On a separate sheet, list work your organization currently has under contract and a recently completed project, including valid contact information for owners and/or architect/engineer and dollar amount of contract. See Attached List of Major Incomplete Contracts

On a separate sheet, list at least 3 projects completed in the past 3 years, comparable in size or greater to the project being bid. Provide name of project, architect/engineer and/or owner with valid contact information, and date of completion. See Attached Completed Jobs List

 June 3, 2025  
Bidder Ken Walschlager, Area Manager Date

\*Bear River Constructors and Intermountain Slurry Seal, Inc. merged 12/21/1999 and were then named ISS, Inc. then changed their name on 05/24/2000 (21 years) to their current name of Intermountain Slurry Seal, Inc. because of name duplication.