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**CITY OF PORT LAVACA**

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**COUNCIL MEETING:** NOVEMBER 4, 2025

**DATE:** 11.04.2025

**TO:** JODY WEAVER, INTERIM CITY MANAGER

**FROM:** KATERYNA THOMAS, GRANTS & CIP COORDINATOR

**SUBJECT:** CONSIDER APPROVAL CERTIFICATE OF CONSTRUCTION COMPLETION AND AUTHORIZE RETAINAGE AND FINAL PAYMENT FOR DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENT- BULKHEAD AND DOCKS.

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**Background:**

The City received a grant from the Matagorda Bay Mitigation Trust to improve waterfront public access. The construction was completed by Shirley & Sons Construction Co., Inc., and the contractor has submitted the Certificate of Construction Completion.

**Saff Recommendation:**

City staff recommends that the Port Commission consider approval of the Certificate of Construction Completion and authorize the release of retainage and final payment for the Downtown Waterfront Public Access Improvement- Bulkhead and Docks project.

**Request Action:**

Port Commission consideration and approval of the Certificate of Construction Completion and authorization of retainage and final payment.

**Attachments:**

1. Pay Estimate # 3 Final 7 Retainage for approval & payment.
2. Certificate of Final Completion for acceptance.
3. Consent of Surety Company to Final Payment.
4. Affidavit of All Bills Paid.
5. Final Waiver of Lien Rights.
6. Guarantee



October 27, 2025

Ms. Jody Weaver  
City of Port Lavaca  
202 N. Virginia Street  
Port Lavaca, TX 77979

RE: City of Port Lavaca Downtown Waterfront Public Access Improvements Project 1 –  
Bulkhead and Docks

Dear Ms. Weaver:

Attached is pay estimate request #3 Final & Retainage for work completed on the City of Port Lavaca Downtown Waterfront Public Access Improvements Project 1 – Bulkhead and Docks by Shirley & Sons Construction Co., Inc. The construction of the physical improvements on the project has been completed. I recommend that payment be made in the amount of \$14,968.75.

If you have any questions, please do not hesitate to contact me at (361) 578-9836 or by email at [mglaze@urbanvictoria.com](mailto:mglaze@urbanvictoria.com). Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt A. Glaze", with a long horizontal flourish extending to the right.

Matt A. Glaze, P.E.  
Vice President

MAG/hmm

Attachments

cc: Ron Shirley, Shirley & Sons Construction Co., Inc.  
Connie Novosad, Urban Engineering

<b>Project Name:</b>	Downtown Waterfront Public access improvements project 1	<b>Owner:</b>	City of Port Lavaca	<b>Contract Amount:</b>	\$277,800.00
		<b>Contractor:</b>	Shirley & Sons Construction Co., Inc. P.O. Box 429 Cleveland, Texas 77328-0429	<b>Contract Change Orders:</b>	\$21,575.00
				<b>Total Contract Amount:</b>	\$299,375.00
				<b>Covering Period:</b>	10/1/25-10/9/25
				<b>Total Done To Date:</b>	\$299,375.00
				<b>Amount Retained:</b>	\$0.00
				<b>Previous Payments:</b>	\$284,406.25
				<b>Total Deductions:</b>	\$284,406.25
				<b>Amount Due For Payment:</b>	\$14,968.75

Certificate of the Contractor or His Duly Authorized Representative

To the best of my knowledge, I certify that all items, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and the conditions of the corresponding construction contractual documents between the Owner and the Contractor, all changes authorized thereto; that the foregoing is a true and correct statement and of the contract account up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE FOR PAYMENT" has been received. I further certify that all just and lawful bills against the below named Contractor for labor, material and expendable equipment employed in the performance of said contract have been paid in full accordance with the contract documents.

Date: 10/9/25  
 Shirley & Sons Construction Co., Inc.  
 By: [Signature]  
 Ronald R. Shirley, President

Certificate of Owners Construction Supervisor  
 By: [Signature]





**SHIRLEY & SONS CONSTRUCTION CO., INC.**  
**CITY OF PORT LAVACA**  
**DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS PROJECT 1 - BULKHEAD & DOCKS**  
**PORT LAVACA, TEXAS**

Pay Estimate #3 Final & Retainage Date: 10/27/2025

Item No.	Description	Estimated		Approved Contract		Quantities		Amounts		% Complete Amount
		Quantity	Unit	Unit Price	Total Price	This Period	To Date	This Period	To Date	
<b>BASE BID</b>										
<b>GENERAL</b>										
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	\$ 25,000.00	\$ 25,000.00	0	1	\$ -	\$ 25,000.00	100.00%
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling, Traffic Control Plan & Temporary Striping)	1	LS	\$ 2,000.00	\$ 2,000.00	0	1	\$ -	\$ 2,000.00	100.00%
3.	Construction Staking	1	LS	\$ 3,000.00	\$ 3,000.00	0	1	\$ -	\$ 3,000.00	100.00%
<b>TOTAL GENERAL</b>				<b>\$ 30,000.00</b>	<b>\$ 30,000.00</b>			<b>\$ -</b>	<b>\$ 30,000.00</b>	<b>100.00%</b>
<b>IMPROVEMENTS</b>										
4.	Remove & Dispose of Existing Concrete, Piling, Etc., required for construction	1	LS	\$ 10,000.00	\$ 10,000.00	0	1	\$ -	\$ 10,000.00	100.00%
5.	Construct Vinyl Bulkhead	125	LF	\$ 728.00	\$ 91,000.00	0	125	\$ -	\$ 91,000.00	100.00%
6.	Construct Timber Deck (30' x 56')	1	LS	\$ 73,000.00	\$ 73,000.00	0	1	\$ -	\$ 73,000.00	100.00%
7.	Construct Timber Pier (30' x 5')	1	LS	\$ 27,000.00	\$ 27,000.00	0	1	\$ -	\$ 27,000.00	100.00%
8.	Construct Mooring Piling	6	EA	\$ 1,500.00	\$ 9,000.00	0	6	\$ -	\$ 9,000.00	100.00%
9.	Install Pier Cleat	12	EA	\$ 200.00	\$ 2,400.00	0	12	\$ -	\$ 2,400.00	100.00%
10.	Limestone Base	50	TON	\$ 40.00	\$ 2,000.00	0	50	\$ -	\$ 2,000.00	100.00%
11.	Concrete Sidewalk (6")	1,150	SF	\$ 16.00	\$ 18,400.00	0	1,150	\$ -	\$ 18,400.00	100.00%
<b>TOTAL IMPROVEMENTS</b>				<b>\$ 232,800.00</b>	<b>\$ 232,800.00</b>			<b>\$ -</b>	<b>\$ 232,800.00</b>	<b>100.00%</b>
<b>TOTAL BASE BID</b>				<b>\$ 262,800.00</b>	<b>\$ 262,800.00</b>			<b>\$ -</b>	<b>\$ 262,800.00</b>	<b>100.00%</b>
<b>ALTERNATE NO. 1 IMPROVEMENTS</b>										
A1.	Replace Timber Decking with ThruFlow Decking on Deck	1	LS	\$ 12,000.00	\$ 12,000.00	0	1	\$ -	\$ 12,000.00	100.00%
A2.	Replace Timber Decking with ThruFlow Decking on Pier	1	LS	\$ 3,000.00	\$ 3,000.00	0	1	\$ -	\$ 3,000.00	100.00%
<b>TOTAL IMPROVEMENTS</b>				<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>			<b>\$ -</b>	<b>\$ 15,000.00</b>	<b>100.00%</b>
<b>TOTAL ALTERNATE BID NO. 1</b>				<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>			<b>\$ -</b>	<b>\$ 15,000.00</b>	<b>100.00%</b>
<b>CHANGE ORDER NO. 1</b>										
12.	Demolition & Disposal of Existing Bulkhead	1	LS	\$ 14,075.00	\$ 14,075.00	0	1	\$ -	\$ 14,075.00	100.00%
<b>TOTAL CHANGE ORDER NO. 1</b>				<b>\$ 14,075.00</b>	<b>\$ 14,075.00</b>			<b>\$ -</b>	<b>\$ 14,075.00</b>	<b>100.00%</b>
<b>CHANGE ORDER NO. 2</b>										
13.	Furnish & install a Handrail Around the Deck	1	LS	\$ 7,500.00	\$ 7,500.00	0.0	1.0	\$ -	\$ 7,500.00	100.00%
<b>TOTAL CHANGE ORDER NO. 1</b>				<b>\$ 7,500.00</b>	<b>\$ 7,500.00</b>			<b>\$ -</b>	<b>\$ 7,500.00</b>	<b>100.00%</b>
<b>TOTALS (BASE BID + ALTERNATE BID NO. 1 + CHANGE ORDER NO. 2)</b>				<b>\$ 289,375.00</b>	<b>\$ 289,375.00</b>			<b>\$ -</b>	<b>\$ 289,375.00</b>	<b>100.00%</b>
<b>Total Work Completed</b>				<b>\$ -</b>	<b>\$ 289,375.00</b>			<b>\$ -</b>	<b>\$ 289,375.00</b>	<b>Retainage %</b>
<b>Less Retainage</b>				<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>5.00%</b>
<b>Less Previous Invoices</b>				<b>\$ -</b>	<b>\$ (284,406.25)</b>			<b>\$ -</b>	<b>\$ (284,406.25)</b>	
<b>Final Payment Due</b>				<b>\$ -</b>	<b>\$ 14,968.75</b>			<b>\$ -</b>	<b>\$ 14,968.75</b>	



I, Matt A. Glaze, hereby certify that improvements for the City of Port Lavaca - Downtown Waterfront Public Access Project 1 have been fully completed in accordance with the Contract Documents.

*[Signature]*  
 Matt A. Glaze, P.E.  
 Urban Engineering

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE: October 23, 2025

OWNER: City of Port Lavaca  
CONTRACTOR: Shirley & Sons Construction Co., Inc  
CONTRACT DATE: August 18, 2025  
CONTRACT AMOUNT: \$299,375.00  
CONTRACT: The construction of a vinyl bulkhead, timber docks, and a concrete sidewalk at Smith Harbor in Port Lavaca, Texas.  
PROJECT: City of Port Lavaca Downtown Waterfront Public Access Improvements Project 1 Bulkhead & Docks  
OWNER's CONTRACT NO.: N/A ENGINEER's PROJECT NO: E23799.01

This Certificate of Final Completion applies to all Work under the Contract Documents.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be complete in accordance with the Contract Documents on:

October 21, 2025  
(Date of Final Completion)

Executed by ENGINEER on 10/23, 2025  
(Date)

Urban Engineering  
(ENGINEER)

By: [Signature]  
(Authorized Signature)



CONTRACTOR accepts this Certificate of Final Completion on 10/24, 2025  
(Date)

Shirley & Sons Construction Co., Inc  
(CONTRACTOR)

By: [Signature]  
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on \_\_\_\_\_, \_\_\_\_\_  
(Date)

City of Port Lavaca  
(OWNER)

By: \_\_\_\_\_  
(Authorized Signature)



**AFFIDAVIT OF ALL BILLS PAID**

THE STATE OF Texas

COUNTY OF Liberty

Ronald Shirley personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he is a duly authorized representative of the Contractor, Shirley & Sons Construction Co., Inc., and that the Contract for the **City of Port Lavaca Downtown Waterfront Public Access Improvements Project 1 - Bulkhead & Docks** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

*Ronald Shirley*

Signature

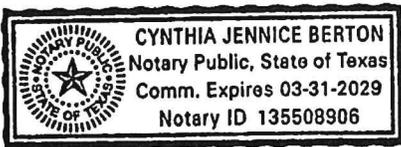
Ronald Shirley

Typed Name

President

Title

Sworn to and subscribed before me this 24<sup>th</sup> day of October, 2025.



*Cynthia Jennice Berton*

Notary Signature

Cynthia Jennice Berton

Printed Name

In and for the State of Texas

3-31-2029

Commission Expires

## FINAL WAIVER OF LIEN RIGHTS

FROM: Shirley & Sons Construction Co., Inc. (Contractor)

TO: City of Port Lavaca (Owner)

PROJECT: City of Port Lavaca Downtown Waterfront Public Access Improvements  
Project 1 - Bulkhead & Docks

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretobefore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.
2. The undersigned further states that "Pay Estimate No. 3" attached hereto, as it relates to construction costs payable pursuant to its construction contract with the City of Port Lavaca is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.
3. This Waiver of Lien Rights:
  - a. is given to secure payment for the work under the CONTRACTOR'S construction contract in the amount of \$299,375.00 as indicated in the attached Pay Estimate No. 3 Final;
  - b. will be fully effective upon receipt of said payment in full.
4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, City of Port Lavaca, OWNER'S lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.
5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

6. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for the purposes of this instrument.

Dated this 24<sup>th</sup> day of October 2025.

CONTRACTOR

Ronald Shirley  
(Signature)

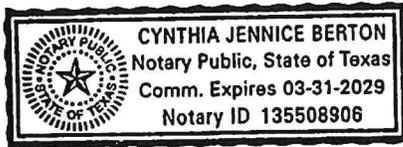
By: Ronald Shirley

Title: President

STATE OF Texas §  
COUNTY OF Liberty §  
§

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 24<sup>th</sup> day of October, 2025, by Ronald Shirley, as President of Shirley & Sons Construction Co, Inc.

WITNESS MY HAND AND OFFICIAL SEAL.



Cynthia Jennice Berton  
Notary Public Signature

Cynthia Jennice Berton  
Printed Name

3-31-29  
Commission Expires



Bond No. 2300120

**POWER OF ATTORNEY**

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

James N. Berry

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1<sup>st</sup> day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1<sup>st</sup> day of January 2024.

Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1<sup>st</sup> day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 24<sup>th</sup> day of October, 2025



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary

## GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Shirley & Sons Construction Co., Inc. ("CONTRACTOR"), of the City of Cleveland , County of Liberty , and State of Texas, as CONTRACTOR for the City of Port Lavaca Downtown Waterfront Public Access Improvements Project 1 - Bulkhead & Docks, jointly and severally represent, warrant, and guarantee as follows:

1. That all of the work ("Work") contemplated by that certain Contract dated August 18, 2025 between the City of Port Lavaca ("OWNER") and Shirley & Sons Construction Co., Inc. (the undersigned CONTRACTOR) has been completed in accordance with the plans, specifications, and change orders referred to therein.
2. That all Work is free from faulty material in every particular throughout.
3. That all Work is free from improper workmanship throughout.
4. That all Work is guaranteed against unusual damage from proper and usual wear.
5. That CONTRACTOR will replace and/or re-execute, without cost to the OWNER such work as may be found to be defective or not completed in accordance with Contract Documents and Modifications, and will make good all damages caused to other work or materials as a result of such defective work or its required replacement or re-execution.
6. That CONTRACTOR agrees to replace and/or re-execute defective or improperly completed work for maintenance and all other purposes found within one (1) year after the date of final and unconditional acceptance of the Work by OWNER as evidenced by OWNER's Certificate of Acceptance of Work and/or the date of OWNER's written acceptance of Work.
7. That CONTRACTOR agrees in the event that CONTRACTOR attempts to replace and/or re-execute defective or improperly completed work during the initial one (1) year period of this Guarantee, but CONTRACTOR does not properly replace and/or re-execute such defective or improperly completed work, then the Guarantee period may be extended by OWNER at its sole option for an additional period necessary for proper replacement and/or re-execution of the Work by the CONTRACTOR within the terms of this Guarantee.
8. That CONTRACTOR agrees the one (1) year period of this Guarantee will not limit OWNER's other rights under common law to have defects remedied when discovered after one (1) year.

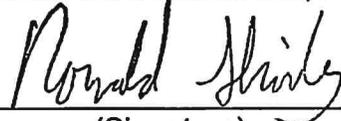
9. That notice of defective or improperly completed work shall be made in writing by certified or registered mail, return receipt requested, and addressed as follows:

OWNER: City of Port Lavaca  
202 N. Virginia Street  
Port Lavaca, Texas 77979

CONTRACTOR: Shirley & Sons Construction Co., Inc.  
P.O. Box 429  
Cleveland, Texas 77328

EXECUTED on this the 24<sup>th</sup> day of October, 2025.

Shirley & Sons Construction Co., Inc.



(Signature)

By: Ronald R. Shirley II

Title: President

