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**CITY OF PORT LAVACA**

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**COUNCIL MEETING:** APRIL 13, 2026

**DATE:** 04.06.2026

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

**CC:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** KATERYNA THOMAS, GRANTS & CIP COORDINATOR  
WAYNE SHAFFER, DIRECTOR OF PUBLIC WORKS

**SUBJECT:** CONSIDER CERTIFICATE OF CONSTRUCTION COMPLETION AND AUTHORIZE  
RELEASE OF RETAINAGE AND FINAL PAYMENT FOR CITY OF PORTLAVACA- ANN  
STREET LIFT STATION REPLACEMENT PROJECT

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**Background:**

The City of Port Lavaca completed the Ann Street Lift Station Replacement Project, which was undertaken to improve wastewater infrastructure, enhance system reliability, and address aging equipment at the existing lift station. The project has been constructed in accordance with approved plans and specifications.

The project engineer has conducted a final inspection and recommends acceptance of the project as complete.

All construction work for the Ann Street Lift Station Replacement Project has been substantially completed. The contractor has fulfilled the required scope of work, and the project engineer has issued a Certificate of Construction Completion.

In accordance with the construction contract, retainage has been withheld during the course of the project to ensure proper completion. Upon acceptance of the project, the City may release retainage and issue final payment, contingent upon receipt of all required closeout documents, including final pay application, lien releases, and warranties.

**Recommendation:**

Staff recommends approval of the Certificate of Construction Completion and authorization to release retainage and final payment to the contractor, contingent upon receipt and approval of all required closeout documentation.

**Attachments:**

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



April 1, 2026

Ms. Jody Weaver, P.E.  
Interim City Manager & City Engineer  
City of Port Lavaca  
202 N. Virginia Street  
Port Lavaca, TX 77979

RE: City of Port Lavaca – Ann Street Lift Station Replacement

Dear Ms. Weaver:

Attached is pay estimate request #7 Final & Retainage for work completed by Lester Contracting, Inc. on the City of Port Lavaca – Ann Street Lift Station Replacement project. The construction of the physical improvements has been completed on the project. I recommend that payment be made in the amount of \$40,790.00.

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 "M. Glaze", with a long, sweeping horizontal line extending to the right.

Matt A. Glaze, P.E.  
Vice President

MAG/dmf

Attachments

cc: Ken Lester, Jr., Lester Contracting, Inc.  
Connie Novosad, Urban Engineering

LESTER CONTRACTING, INC.										
CITY OF PORT LAVACA										
ANN STREET LIFT STATION REPLACEMENT										
PAY ESTIMATE NO. 7 FINAL & RETAINAGE										
FEBRUARY 1, 2026 TO FEBRUARY 28, 2026										
Item No.	Description	Estimated Quantity	Approved Contract			Quantities		Amounts		% Complete Amount
			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	1	LS	\$ 50,000.00	\$ 50,000.00	0	1	\$ -	\$ 50,000.00	100%
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 5,000.00	\$ 5,000.00	0	1	\$ -	\$ 5,000.00	100%
3.	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00	0	1	\$ -	\$ 5,000.00	100%
4.	Dewatering per Section 01563	1	LS	\$ 50,000.00	\$ 50,000.00	0	1	\$ -	\$ 50,000.00	100%
5.	Project Sign (4' x 8')	1	EA	\$ 850.00	\$ 850.00	0	0	\$ -	\$ -	0.00%
<b>SUBTOTAL GENERAL</b>					<b>\$ 110,850.00</b>			<b>\$ -</b>	<b>\$ 110,000.00</b>	<b>99.23%</b>
<b>DEMOLITION</b>										
6.	Remove & Dispose of Existing Lift Station (Including, but not limited to, structures, pumps, valves, piping, and controls)	1	LS	\$ 50,000.00	\$ 50,000.00	0	1	\$ -	\$ 50,000.00	100%
7.	Remove & Dispose of Existing Fence	38	LF	\$ 50.00	\$ 1,900.00	0	38	\$ -	\$ 1,900.00	100%
8.	Remove & Dispose of Existing Sanitary Sewer Main	24	LF	\$ 80.00	\$ 1,920.00	0	24	\$ -	\$ 1,920.00	100%
<b>SUBTOTAL DEMOLITION</b>					<b>\$ 53,820.00</b>			<b>\$ -</b>	<b>\$ 53,820.00</b>	<b>100%</b>
<b>PAVEMENT IMPROVEMENTS</b>										
9.	Concrete Pavement (Commercial) (6" Thick, Class A)	190	SF	\$ 25.00	\$ 4,750.00	0	190	\$ -	\$ 4,750.00	100%
<b>SUBTOTAL PAVEMENT IMPROVEMENTS</b>					<b>\$ 4,750.00</b>			<b>\$ -</b>	<b>\$ 4,750.00</b>	<b>100%</b>
<b>SANITARY SEWER IMPROVEMENTS</b>										
10.	Sanitary Sewer Force Main (6") (PVC) (Asphalt Paved Areas)	32	LF	\$ 100.00	\$ 3,200.00	0	32	\$ -	\$ 3,200.00	100%
11.	Sanitary Sewer Force Main (8") (PVC) (Non-Paved Areas)	4	LF	\$ 200.00	\$ 800.00	0	4	\$ -	\$ 800.00	100%
12.	Sanitary Sewer Force Main (8") (PVC) (Gravel Paved Areas)	50	LF	\$ 95.00	\$ 4,750.00	0	50	\$ -	\$ 4,750.00	100%
13.	Sanitary Sewer Force Main (8") (PVC) (Asphalt Paved Areas)	160	LF	\$ 100.00	\$ 16,000.00	0	160	\$ -	\$ 16,000.00	100%
14.	Sanitary Sewer Force Main (8") (PVC) (Concrete Paved Areas)	4	LF	\$ 255.00	\$ 1,020.00	0	4	\$ -	\$ 1,020.00	100%
15.	Sanitary Sewer Main (12") (10' - 15' Cut) (Gravel Paved Areas)	47	LF	\$ 500.00	\$ 23,500.00	0	47	\$ -	\$ 23,500.00	100%
16.	Force Main Fitting (Bend) (8") (90 Deg)	2	EA	\$ 885.00	\$ 1,770.00	0	2	\$ -	\$ 1,770.00	100%
17.	Force Main Fitting (Bend) (6") (45 Deg)	4	EA	\$ 750.00	\$ 3,000.00	0	4	\$ -	\$ 3,000.00	100%
18.	Force Main Fitting (Reducer) (8" x 6")	2	EA	\$ 765.00	\$ 1,530.00	0	2	\$ -	\$ 1,530.00	100%
19.	Sanitary Sewer Manhole (Fiberglass) (0' - 5')	1	EA	\$ 9,500.00	\$ 9,500.00	0	1	\$ -	\$ 9,500.00	100%
20.	Sanitary Sewer Manhole (Fiberglass) (10' - 15')	2	EA	\$ 19,500.00	\$ 39,000.00	0	2	\$ -	\$ 39,000.00	100%
21.	Locate & Connect to Existing 6" Force Main	2	EA	\$ 2,550.00	\$ 5,100.00	0	2	\$ -	\$ 5,100.00	100%
22.	Locate & Connect to Existing 8" Sanitary Sewer Main	1	EA	\$ 1,675.00	\$ 1,675.00	0	1	\$ -	\$ 1,675.00	100%
23.	Locate & Connect to Existing 12" Sanitary Sewer Main	1	EA	\$ 3,750.00	\$ 3,750.00	0	1	\$ -	\$ 3,750.00	100%
24.	Trench Excavation Protection (Sanitary Sewer Main & Services) (> 5' Cut)	47	LF	\$ 95.00	\$ 4,465.00	0	47	\$ -	\$ 4,465.00	100%
<b>SUBTOTAL SANITARY SEWER IMPROVEMENTS</b>					<b>\$ 119,060.00</b>			<b>\$ -</b>	<b>\$ 119,060.00</b>	<b>100%</b>
<b>ANN STREET LIFT STATION IMPROVEMENTS</b>										
25.	Ann Street Lift Station (Including all site improvements, trench safety/shoring, 1 lift station structure, access hatch, and lift station components)	1	LS	\$ 250,000.00	\$ 250,000.00	0	1	\$ -	\$ 250,000.00	100%
26.	Ann Street Lift Station Pumps (NP3102 MT 3~ Adaptive 463 as manufactured by Flygt) (Including all pump equipment and components) (3 required)	1	LS	\$ 150,000.00	\$ 150,000.00	0	1	\$ -	\$ 150,000.00	100%
27.	Ann Street Lift Station Yard Piping (Including all pipe, fittings, piping equipment, pipe supports, bracing, and fasteners)	1	LS	\$ 50,000.00	\$ 50,000.00	0	1	\$ -	\$ 50,000.00	100%
28.	Ann Street Lift Station Electrical Improvements (Including all equipment and components, wiring and conduit, lift station control panel, meter pedestal, and panel rack)	1	LS	\$ 65,000.00	\$ 65,000.00	0	1	\$ -	\$ 65,000.00	100%

LESTER CONTRACTING, INC.										
CITY OF PORT LAVACA										
ANN STREET LIFT STATION REPLACEMENT										
PAY ESTIMATE NO. 7 FINAL & RETAINAGE										
FEBRUARY 1, 2026 TO FEBRUARY 28, 2026										
				Approved Contract		Quantities		Amounts		% Complete Amount
29.	Site Fence (6' fence with barbed wire security extension)	86	LF	\$ 95.00	\$ 8,170.00	0	86	\$ -	\$ 8,170.00	100%
30.	Site Fence Double Gate (18' wide) (6' fence with barbed wire security extension)	1	EA	\$ 5,000.00	\$ 5,000.00	0	1	\$ -	\$ 5,000.00	100%
<b>SUBTOTAL ANN STREET LIFT STATION IMPROVEMENTS</b>					<b>\$ 528,170.00</b>			<b>\$ -</b>	<b>\$ 528,170.00</b>	<b>100%</b>
<b>TOTAL BASE BID</b>					<b>\$ 816,650.00</b>					
<b>TOTALS</b>					<b>\$816,650.00</b>			<b>\$ -</b>	<b>\$ 815,800.00</b>	<b>99.90%</b>

Stored Materials	
Hahn Equipment Co., Inc. Invoice #122247	\$ 20,106.84
Hahn Equipment Co., Inc. Invoice #121819	\$ 41,474.16
Installed to Date	\$ (61,581.00)
Installed this Period	\$ -
<b>Total Stored Materials</b>	<b>\$ -</b>

<b>Total Work Completed</b>	\$ -	\$ 815,800.00	Retainage %
<b>Stored Materials</b>	\$ -	\$ -	5%
<b>Total Work + Stored Materials</b>	\$ -	\$ 815,800.00	
<b>Less Retainage</b>	\$ -	\$ -	
<b>Less Previous Invoices</b>	\$ -	\$ (775,010.00)	
<b>Final Payment Due</b>	\$ -	\$ 40,790.00	

I, Matt A. Glaze, hereby certify that the improvements for the City of Port Lavaca Ann Street Lift Station Replacement have been completed in accordance with the Contract Documents.

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



To(OWNER): City of Port Lavaca  
202 North Virginia Street  
Port Lavaca, TX 77979-0105

Project: CITYOFPL/ANN ST LIFT STATION R  
ANN ST.  
Port Lavaca, TX 77979

Application No: 7  
Invoice No: 2414507  
Invoice Date: 2/28/2026  
Terms: Net 30  
Due Date: 3/30/2026  
Period To: 2/28/2026  
Project No: CONTRACT  
Contract Date: 10/14/2024

From: LESTER CONTRACTING, inc.  
P. O. BOX 986  
PORT LAVACA, TX 77979  
(361) 552-3024

Via(Architect/  
Engineer)

For:

Original Contract sum.....	816,650.00
Change Orders.....	-850.00
Contract sum.....	815,800.00
Completed to date.....	815,800.00
Retainage.....	0.00
Total earned less retainage.....	815,800.00
Previous billings.....	775,010.00
Current payment due.....	40,790.00
Sales tax.....	0.00
Total due.....	40,790.00

**CERTIFICATE OF FINAL COMPLETION**

DATE OF ISSUANCE: April 1, 2026

OWNER: City of Port Lavaca  
CONTRACTOR: Lester Contracting, Inc.  
CONTRACT DATE: October 14, 2024  
CONTRACT AMOUNT: \$815,800.00  
CONTRACT: Construction of one (1) sanitary sewer lift station including the construction of approximately 250 linear feet of 6 and 8-inch force main and 50 linear feet of 12-inch gravity main near the intersection of W. Railroad Street and N. Ann Street in Port Lavaca, Texas.  
PROJECT: Ann Street Lift Station Replacement for the City of Port Lavaca, Texas

OWNER's CONTRACT NO.: N/A

ENGINEER's PROJECT NO: E26133.00

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

March 3, 2026.  
(Date of Final Completion)

Executed by ENGINEER on

April 1, 2026.  
(Date)


Urban Engineering  
(ENGINEER)

By:   
(Authorized Signature)



CONTRACTOR accepts this Certificate of Final Completion on April 2, 2026.  
(Date)

Lester Contracting, Inc.  
(CONTRACTOR)

By:   
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on April 13, 2026  
(Date)

City of Port Lavaca  
(OWNER)

By: \_\_\_\_\_  
(Authorized Signature)  
Jack Whitlow, Mayor



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Gary Grissom, Laurie J Barnes, Ronda Brown, Denise Dugan, James Russell, Ana Rodriguez, Kristie Rodriguez, Shanna Wagner, Coy Sunderman, J D Steanson, Individually**

of Austin, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

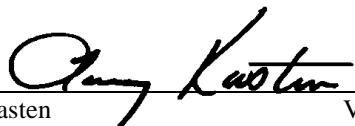
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 29th day of August, 2023.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
\_\_\_\_\_  
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of August, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

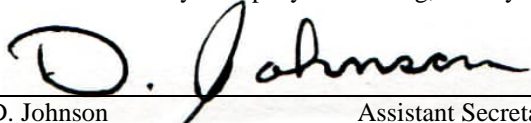
  
\_\_\_\_\_  
M. Bent Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 3rd day of April, 2026.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
\_\_\_\_\_  
D. Johnson Assistant Secretary

Form F6853-4-2023

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

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“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

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Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

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“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

**Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company**

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-312-822-5000**

Toll-free: **1-877-672-6115**

Email: [legclm@cnaSurety.com](mailto:legclm@cnaSurety.com)

Mail: CNA Surety, 151 North Franklin, 17<sup>th</sup> Floor, Chicago, IL 60606

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

**Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Customer Service at **1-312-822-5000**

Teléfono gratuito: **1-877-672-6115**

Correo electrónico: [legclm@cnaSurety.com](mailto:legclm@cnaSurety.com)

Dirección postal: CNA Surety, 151 North Franklin, 17<sup>th</sup> Floor, Chicago, IL 60606

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

AFFIDAVIT OF ALL BILLS PAID

THE STATE OF Texas

COUNTY OF Calhoun

Ken Lester, Jr. 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, Lester Contracting, Inc., and that the Contract for the **Ann Street Lift Station Replacement for the City of Port Lavaca, Texas** 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.

[Signature]  
Signature

Ken Lester, Jr.  
Typed Name

President  
Title

Sworn to and subscribed before me this 2nd day of April, 2020.



[Signature]  
Notary Signature

Leah Sparks  
Printed Name

In and for the State of Texas

September 12, 2028  
Commission Expires

## FINAL WAIVER OF LIEN RIGHTS

FROM: Lester Contracting, Inc. (Contractor)

TO: City of Port Lavaca (Owner)

PROJECT: Ann Street Lift Station Replacement for the City of Port Lavaca, Texas

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, heretofore 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. 7 Final" 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 \$815,800.00 as indicated in the attached Pay Estimate No. 7 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 2nd day of April, 2020.

Lester Contracting, Inc.

[Signature]  
(Signature)

By: Ken Lester, Jr.

Title: President

STATE OF Texas §  
COUNTY OF Calhoun §

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 2nd day of April, 2020, by Ken Lester Jr., as President of Lester Contracting.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]  
Notary Public Signature

Leah Sparks  
Printed Name

September 12, 2028  
Commission Expires

## GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Lester Contracting, Inc. ("CONTRACTOR"), of the City of Port Lavaca, County of Calhoun, and State of Texas, as CONTRACTOR for the Ann Street Lift Station Replacement for the City of Port Lavaca, Texas, jointly and severally represent, warrant, and guarantee as follows:

1. That all of the work ("Work") contemplated by that certain Contract dated October 14, 2024 between the City of Port Lavaca ("OWNER") and Lester Contracting, 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.

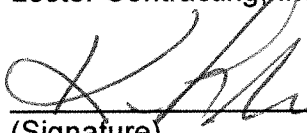
9. That notice of defective or improperly completed work shall be made in writing by certified or registered mail, return receipt requested, and addressed as follows:

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

CONTRACTOR: Lester Contracting, Inc.  
P.O. Box 986  
Port Lavaca, Texas 77979

EXECUTED on this the 2<sup>nd</sup> day of April, 2024.

Lester Contracting, Inc.



(Signature)

By: Ken Lester, Jr.

Title: President