



September 12, 2025

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

RE: Nautical Landings Marina Boat Ramp Breakwater Repair

Dear Ms. Weaver:

Attached is pay estimate request #3 Final & Retainage for work completed by Derrick Construction Company, Inc. on the Nautical Landings Marina Boat Ramp Breakwater Repair. The construction of the physical improvements has been completed on the project. I recommend that payment be made in the amount of \$22,171.75.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Matt A. Glaze".

Matt A. Glaze, P.E.
Vice President

MAG/dmf

Attachments

cc: Derrick Johnson, Derrick Construction Company, Inc.
Connie Novosad, Urban Engineering

**NAUTICAL LANDINGS MARINA BOAT RAMP BREAKWATER REPAIR
PORT LAVACA, TEXAS**

**DERRICK CONSTRUCTION COMPANY, INC.
PAY ESTIMATE NO. 3 FINAL & RETAINAGE
AUGUST 22, 2025 TO SEPTEMBER 9, 2025**

AUGUST 22, 2025 TO SEPTEMBER 9, 2025										
		Approved Contract				Quantities		Amounts		% Complete Amount
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	This Period	To Date	This Period	To Date	
BASE BID										
GENERAL										
1.	Mobilization, Insurance and Bonds	1	LS	\$ 14,000.00	\$ 14,000.00	0	1	\$ -	\$ 14,000.00	100%
2.	Temporary Project Sign	1	LS	\$ 1,727.00	\$ 1,727.00	0	0	\$ -	\$ -	0%
3.	Permanent Project Sign	2	LS	\$ 400.00	\$ 800.00	0	2	\$ -	\$ 800.00	100%
4.	Construction Staking	1	LS	\$ 4,500.00	\$ 4,500.00	0	1	\$ -	\$ 4,500.00	100%
TOTAL GENERAL					\$ 21,027.00			\$ -	\$ 19,300.00	91.79%
IMPROVEMENTS										
5.	Remove Existing Timber Breakwater	1	LS	\$ 58,700.00	\$ 58,700.00	0	1	\$ -	\$ 58,700.00	100%
6.	Construct Timber Breakwater (Type A)	92	LF	\$ 1,855.00	\$ 170,660.00	0	92	\$ -	\$ 170,660.00	100%
7.	Construct Timber Breakwater (Type B)	40	LF	\$ 1,855.00	\$ 74,200.00	0	40	\$ -	\$ 74,200.00	100%
8.	Construct Timber Breakwater (Type C)	65	LF	\$ 1,855.00	\$ 120,575.00	0	65	\$ -	\$ 120,575.00	100%
TOTAL IMPROVEMENTS					\$ 424,135.00			\$ -	\$ 424,135.00	100%
TOTAL BASE BID					\$ 445,162.00					
					TOTALS	\$ 445,162.00		\$ -	\$ 443,435.00	100%

I, Matt A. Glaze, hereby certify that improvements for the City of Port Lavaca Nautical Landings Marina Boat Ramp Breakwater Repair project have been fully completed in accordance with the Contract Documents.

Matt A. Glaze, P.E.
Urban Engineering



Total Work Completed	\$ -	\$ 443,435.00	Retainage %
Less Retainage	\$ -	\$ -	5%
Less Previous Invoices	\$ -	\$ (421,263.25)	
Final Payment Due	\$ -	\$ 22,171.75	



DERRICK CONSTRUCTION CO., INC.

PO BOX 1046
250 S COVE HARBOR
ROCKPORT, TX 78381

Invoice

Date	Invoice #
8/27/2025	46400

Bill To
CITY OF PORT LAVACA 202 N. VIRGINIA PORT LAVACA, TX 77979

P.O. No.	Job No.	Terms	Due Date
Job No. E21872.04	CPL0003	NET 30	9/26/2025

Description	Qty	Class	Rate	Amount
Project: CoPL Nautical Landings Marina Boat Ramp Breakwater Repair Job No. E21872.04 Scope Of Work Construction of 197 linear feet of timber breakwater at the Nautical Landings Marina in Port Lavaca, Texas. Final Pay App No.3 - Invoice 46400 - Retainages	1	RETAIN...	22,171.75	22,171.75

		Subtotal	\$22,171.75
		Sales Tax (8.25%)	\$0.00
		Total	\$22,171.75
		Balance Due	\$22,171.75

Phone #	Fax #
3617292423	361-729-1218

FINAL WAIVER OF LIEN RIGHTS

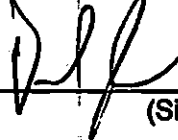
FROM: Derrick Construction Company, Inc. (Contractor)
TO: City of Port Lavaca (Owner)
PROJECT: Nautical Landings Marina Boat Ramp Breakwater Repair in Port Lavaca, Texas

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. 3 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 \$443,435.00 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 09 day of September, 2025.

Derrick Construction Company, Inc.



(Signature)

By: Derrick Johnson

Title: Director Of Operations | Treasurer

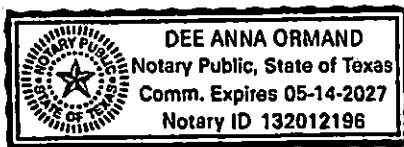
STATE OF Texas

COUNTY OF Aransas

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§
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The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 09 day of September, 2025, by Derrick Johnson, as Director Of Operations | Treasurer of Derrick Construction Company Inc.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public Signature

DeeAnna Ormand

Printed Name

05.14.2027

Commission Expires

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Nautical Landings Marina Boat Ramp Breakwater Repair in Port Lavaca, Texas

OWNER: City of Port Lavaca

CONTRACTOR: Derrick Construction Company, Inc.

CONTRACT DATE: February 10, 2025

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, The Cincinnati Casualty Company,

SURETY COMPANY, on bond of CONTRACTOR, hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the CONTRACTOR shall not relieve the SURETY COMPANY of any of its obligations to OWNER as set forth in the said SURETY COMPANY's bond.

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand this 9th day of September, 2025.

ATTEST:

The Cincinnati Casualty Company
SURETY COMPANY

Raelynn Vasquez

Tricia Balolong
Signature of Authorized Representative

Tricia Balolong, Attorney in Fact
Title

(SEAL)



CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE: September 9, 2025

OWNER: City of Port Lavaca
CONTRACTOR: Derrick Construction Company, Inc.
CONTRACT DATE: February 10, 2025
CONTRACT AMOUNT: \$443,435.00
CONTRACT: Construction of 197 linear feet of timber breakwater at the Nautical Landings Marina in Port Lavaca, Texas.

PROJECT: Nautical Landings Marina Boat Ramp Breakwater Repair in Port Lavaca, Texas

OWNER'S CONTRACT NO.: N/A

ENGINEER'S PROJECT NO.: E21872.04

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

September 9, 2025
DATE OF FINAL COMPLETION

Executed by ENGINEER on

September 9, 2025.
(Date)



URBAN ENGINEERING
(ENGINEER)

By: _____

(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on September 09, 2025.
(Date)

DERRICK CONSTRUCTION COMPANY, INC.
(CONTRACTOR)

By: _____

(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 Aransas

Derrick Johnson personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, Derrick Construction Company, Inc., and that the Contract for the **Nautical Landings Marina Boat Ramp Breakwater Repair In 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.

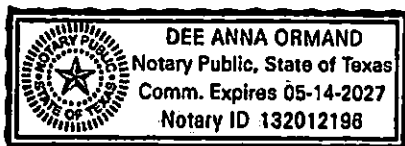

Signature

Derrick Johnson

Typed Name

Title Director Of Operations | Treasurer

Sworn to and subscribed before me this 09 day of September, 2025




Notary Signature

DeeAnna Ormand

Printed Name

In and for the State of Texas

05.14.2027

Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Derrick Construction Company, Inc. ("CONTRACTOR"), of the City of Rockport, County of Aransas, and State of Texas, as CONTRACTOR for the Nautical Landings Marina Boat Ramp Breakwater Repair in Port Lavaca, Texas, jointly and severally represent, warrant, and guarantee as follows:

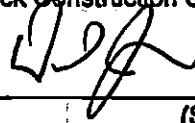
1. That all of the work ("Work") contemplated by that certain Contract dated February 10, 2025, between the City of Port Lavaca ("OWNER") and Derrick Construction Company, Inc. (the undersigned CONTRACTOR) has been completed in accordance with the plans, specifications, and change orders referred to 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: Derrick Construction Company, Inc.
P.O. Box 1046
Rockport, Texas 78381

EXECUTED on this the 09 day of September, 2025.

Derrick Construction Company, Inc.



(Signature)

By: Derrick Johnson

Title: Director Of Operations | Treasurer

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

William Blanchard; James R. Reid; William Mitchell Jennings; Aaron Endris; Tricia Batolongo; Payton Blanchard; Jessica Turner; Caitlin Kelley; Lindsay Senior; Theresa Miller and/or Raelynn Vasquez

of Fort Worth, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

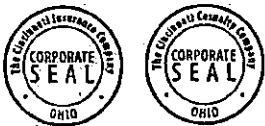
Any such obligations in the United States, up to
Fifty Million Dollars and No/100 (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

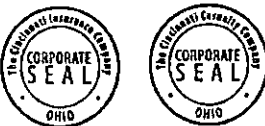


Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 9th day of September, 2025



Ed H