
CITY OF PORT LAVACA

CC MEETING: JUNE 8, 2026, **AGENDA ITEM #** _____

DATE: 5/29/2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JIM RUDELLAT, HARBOR MASTER

SUBJECT: NAUTICAL LANDINGS BUILDING RESTROOMS RESTORATION.

BACKGROUND:

In October of last year, 2025, a leak was discovered in the Men's Restroom Shower. It had originated at the shower head in the wall. On the underside of the decking and floor joists was blown-in foam insulation. This insulation was under both restrooms. The foam was retaining the water under the wood and wouldn't allow it to dry out, causing it to rot. Upon inspection, we found the decking and floor joists were rotten in both restrooms. We also discovered the ladies' shower pan was also leaking. Everything (showers, toilets, and floors) had to be torn out and needs to be replaced.

I have been working with Derrick Smith to put together a bid package. Bids were to be turned in by 2:00 p.m. on May 22nd. I have also kept the Port Commission updated on the status of the restrooms at the monthly meetings. The Port Commission, as well as I, are anxious to get the restroom replaced. Since the project would be delayed at least 3 weeks to take the bids to them for recommendation to award, Port Commission Chairman Raymond Butler approved that we take the low bid directly to the Council for an award.

FINANCIAL IMPLICATIONS:

The funds that will be used for this project are funds that we are repurposing, that were budgeted for the Harbor of Refuge Maintenance, which are not being used this year, and are available.

RECOMMENDATION:

Staff recommends the Port Commission's recommendation for awarding the reconstruction of the Nautical Landings Building's restrooms to Barefoot Construction.

ATTACHMENTS:

Construction bids from three interested contractors.

STAFF RECOMMENDS PORT COMMISSION'S RECOMMENDATION TO AWARD TO BAREFOOT CONSTRUCTION THE RESTORATION OF NAUTICAL LANDINGS BUILDING'S BATHROOMS.

BACKGROUND:

The men's bathroom floor was found to be soft; upon inspection, a leak was discovered coming from the shower. The leak had caused the decking and floor joists to rot. Everything had to be torn out and needs to be replaced.

ATTACHMENTS:

See bids from interested contractors.

Contractor's Name	Bid Amount	Submitted by May 22, 2026, by 2:00 p.m.
Barefoot Construction 312 David Ave. Port Lavaca, TX 77979 361.655.1138	\$44,988.00	√
Wilson Construction P.O. Box 1511 Port Lavaca, Texas 77979 361.935.5741	\$49,300.00	√
Mancera Construction 314 County Road 304 Palacios, Texas 77465 361.237.5075	\$55,564.77	√
		5/26/26

BID FORM

Bidding Firm: BAREFOOT CONSTRUCTION
Address: 312 DAVIS AVEE.
City, State, Zip: PORT LAVACA , TX. 77979
Phone: 361-655-1138 Email: Markbarefoot2@gmail.com

Project: NAUTICAL LANDINGS DAYROOM RENOVATION BID DATE MAY 22, 2026, 2:00 PM

1. The undersigned bidder proposes to furnish all labor, equipment, insurance, bonds and all other things necessary to construct the Work, as shown on the plans and specifications and as outlined in the following Bid Form.
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. 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, specifications, and the Texas Accessibility Standards.
 - B. To complete the Work within 90 calendar days from the Notice to Proceed.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all Contract Documents and the following Addenda receipt of which is hereby acknowledged.
Addendum No. N/A
Date Rec'd: N/A
 - 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.

City of Port Lavaca
2026 NAUTICAL LANDING DAYROOM RENOVATION
SECTION 00200

- 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.
- 5. 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 in the last 5 years).
- 6. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this 22nd day of May 2026

By  _____
Signature Title

Seal if Bidder is Corporation

END OF SECTION

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the 5.22 2026 by and between the **CITY OF PORT LAVACA**, a political subdivision of the State of Texas, (hereinafter refer to as "CITY") and BAREFOOT CONSTRUCTION, a _____, duly authorized to do business in the State of Texas, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications identified herein. The Contract Amount is hereby established at \$ 44,988.00. 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. **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.
4. **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.
5. **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 00400 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.

- **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.
- **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.
- **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.

- 9, **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.
10. **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.
11. **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:
12. **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.
13. **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.
14. **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.

IS. ENTIRE CONTRACT. This Contract 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:

- 16. **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.
- 17. **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.
- 18. **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.
- 19. **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.
- 20. **AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

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

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

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

By: Mark Barefoot

Printed Name: MARK BAREFOOT

Title: OWNER

WILSON CONSTRUCTION

QUOTE

P.O. Box 1511
Port Lavaca, TX 77979
(361) 935-5741
wadew2389@gmail.com

QUOTE # WILCO--PLNL
DATE May 22, 2026

TO
City of Port Lavaca
ATTN: Derek Smith
202 N. Virginia
Port Lavaca, TX 77979
(361) 408-0193 | dsmith@portlavaca.org

Description

Amount

This Quote includes the following:

Men & Women's Bathroom located @ Nautical Landing Marina

Labor

Materials

60-Day Time Line

Tjo

Total

\$49,300.00



Mancera Construction

Fidel Mancera
 Business Number 3612375075
 314 county road 304 palacios tx 77465
<https://manceraconstruction.net>
 fidelmancera@gmail.com

ESTIMATE

EST0543

DATE

05/16/2026

TOTAL

USD \$55,564.77

TO

City Port Lavaca (Nautical Landing Dayton Renovation)

☐ 3614080193
 dsmith@portlavaca.org

DESCRIPTION	RATE	QTY	AMOUNT
Women's Shower Kit – LM6036BF5PLPK11.0064	\$4,560.40	1	\$4,560.40
Left or Right			
Men's Shower Shower Kit – LM6036BF5PLPK11.0064	\$4,560.40	1	\$4,560.40
Left or Right			
Shower Faucets - Item# 5286631 / Model# 142840-SP-1	\$162.49	2	\$324.98
Vinyl Flooring - Item #5996011/ Model #67403-850	\$1,813.47	1	\$1,813.47
Baseboards - Item #7829 / Model #623 8FJPM D	\$314.88	2	\$629.76
Shoe moulding - Item #140855 / Model #L0412728	\$153.45	2	\$306.90
Shower bench - Item #2965895 / Model #ED941	\$200.56	2	\$401.12
Towel bar - Item #5287575 / Model #Y0924BN	\$37.67	2	\$75.34
Garment hooks -Item #3592111 / Model #46142TNXLG	\$25.97	2	\$51.94
Shower rod - Item #5138227 / Model #SHLSNC01SN	\$63.65	2	\$127.30
Shower curtain - Item #5138267 / Model #LWMB61169PDQ	\$16.87	2	\$33.74
Curtain rings - Item #6036431 / Model #LW61127PDQ	\$12.97	2	\$25.94
Lighted Fan and Heater - Item #7475027 / Model #EF-AZ102WH	\$123.56	2	\$247.12
FRP wall panel and trim	\$212.32	2	\$424.64
½" Greenboard	\$663.94	1	\$663.94
R-13 fiberglass insulation	\$558.78	1	\$558.78

DESCRIPTION	RATE	QTY	AMOUNT
3/4" T&G Advantech subflooring Subfloor Glue	\$901.87	1	\$901.87
2x4'S	\$123.50	2	\$247.00
8 x 8" x 16" solid CMU blocks on 16" x 16" pads	\$96.45	2	\$192.90
Demo Tile in restroom -kitchen Flooring-Demo Hardie Backer- Float Plywood kitchen Area	\$3,800.00	1	\$3,800.00
Install four additional piers to support beam along east shower walls Scab and Property attach new pressure-treated	\$2,200.00	1	\$2,200.00
Install 3/4" T&G Advantech Sub-flooring Install 2x4. Sill plates that were removed Scab and properly attach new 2x4 walls studs Install horizontal and vertical blocking for men's and women's ada shower grabs bars, shower rods, towel bars and garment hooks	\$3,600.00	1	\$3,600.00
Plumbing Reinstall existing lavatories Install Shower Install Shower Fixture Install Shower Inclosure Run plumbing needed to connect water and drains	\$3,650.00	2	\$7,300.00
Install 1/2" Greenboard Locations showers only Fix couple Sheetrock patches	\$2,300.00	1	\$2,300.00
Paint Shernwilliams Caulking Putty Plastic Tape Paper Misc Surface prep and apply Sherwin Williams "Extreme Block"	\$2,500.00	1	\$2,500.00
Sherwin Williams "Duration" to be used for final paint coat on all dayroom, kitchen and bathrooms walls.			
Living Room Painting \$2,500.00 Restroom Sanding & Texture \$1,900.00 Restroom Painting \$1400.00 Hallway / Kitchen Area Painting \$650.00 Scope of Work: • Paint walls and ceiling in 16' x 27' living room • Sand restroom walls • Apply texture to restroom walls • Paint two restrooms walls and ceilings • Paint hallway / kitchen area • Minor prep, masking, and cleanup	\$6,450.00	1	\$6,450.00

