

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 13 day of July in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the XX day of XX in the year 2023 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

City of Laredo Buena Vista Sports Complex

THE OWNER:

(Name, legal status, and address)

City of Laredo
110 Houston Street
Laredo, Texas 78040

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Leyendecker Construction of Texas
P.O. Box 1827/4220 Sanders Avenue
Laredo, Texas 78044-1827

TABLE OF ARTICLES

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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed XX (\$ 45,000,000), subject to additions and deductions by Change Order as provided in the Contract Documents.

Refer to CMAR Exhibit 1 pages 1, 2, 3 as approved by City Council on June 5, 2023

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(2034722357)

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See attached CMAR Exhibit 1 pages 1, 2 & 3 as approved by City Council on June 5, 2023

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See section A1.1.5.2	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

All alternates are in CMAR Exhibit, page 2 as accepted by City of Laredo at the City Council Meeting dated June 5, 2023

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Approximately September 1, 2023 pending issuance of the City of Laredo Building Permit

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than (400) calendar days from the date of commencement of the Work.

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Four Hundred Calendar Days * after issuance of building permit by City of Laredo
[] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
N/A

Substantial Completion Date
To be determined once construction schedule is fully developed and project components are prioritized by City of Laredo

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
CMAR Exhibit 1, pages 1, 2 & 3 as approved by City Council on June 5, 2023			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

GMP Drawings
03-24-23 Civil 90%
06-22-2022-Progress Set 60%
03-23-23 Landscape 90%
05-08-2023-Concession Building 90%
03-24-23 Architectural 90%
03-17-23 Structural 90%
03-24-23 MEP 90%

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing

Init.

or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Landscaper allowance	\$500,000.00
Contingency amount will be determined by any savings from GMP Costs & Final Costs	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

CMAR Exhibit 1, pages 1, 2 & 3 as approved by City Council June 5, 2023


ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

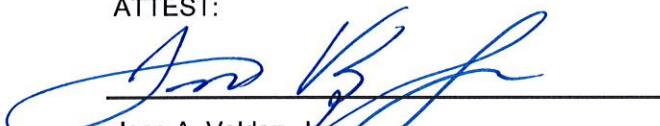
Shall retain all subcontractors and suppliers on evaluation process of all bids reviewed by City of Laredo and Design Professionals

This Amendment to the Agreement entered into as of the day and year first written above.

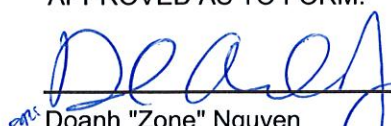

OWNER (Signature)
Joseph Neeb
City of Laredo
City Manager
(Printed name and title)


CONSTRUCTION MANAGER (Signature)
Gary A. Leyendecker, P.E.
Leyendecker Construction of Texas
Corp. Officer
(Printed name and title)

ATTEST:


Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:


Doanh "Zone" Nguyen
City Attorney



Init.

Phase I – CMAR GMP Summary

Phase I (Complete Project)

(10) Lighted Fields - Synthetic Turf Infields & Outfields,
(2) Lighted Multi-Purpose Pods, (3) Concession /Restroom
Buildings, Community Playground & Playscape Equipment
@ Fields, Maintenance Area & Complex Parking

CMAR Fees (Gen. Conditions & Management)

Project Total

CMAR GMP COST

6/2/23

\$ 51,176,277.00

\$ 4,334,631.00

\$ 55,510,908.00

Approved by City Council 12/06/21
Additional Funding (reallocated from Sports Venue Fund)

\$ 34.7 M

\$ 6 M

CMAR VE Options (Future Phase)

List of Alternates

Deduct Amount

1	(1) Multi-Purpose Pod	(\$ 2,926,476.00)
2	Community Playground	(\$ 1,133,406.00)
2A	Playscapes at Fields	(\$ 234,295.00)
3	Secondary Road (Gravel)	(\$ 125,554.00)
4	South Parking Lot	(\$ 726,749.00)
5	Park Entry Sidewalks	(\$ 117,503.00)
6	Maintenance Yard & Road	(\$ 76,044.00)
7	Main Entry Road Reduction	(\$ 172,940.00)
8	Park Road Reduction	(\$ 397,450.00)
9	Lomas Del Sure Road Widening	(\$ 789,992.00)
10	Future Water Park Sewer Line	(\$ 1,355,875.00)
11	(1) Concession Bldg. /Restroom	(\$ 1,797,624.00)
12	Site Furnishings	(\$ 219,325.00)

Total VE Deductions

\$ 10,073,233.00

CMAR Cost Reduction Summary

Phase I

Full Development (10) Fields
- Synthetic Turf Infields & Outfields

VE Option Deducts

- VE Items (Alternates 1-12)

Project Total (w/ VE Options)

CMAR GMP COST
6/2/23

\$ 55,510,908.00

\$ 10,073,233.00

\$ 45,437,675.00

Approved by City Council 12/06/21
Additional Funding (reallocated from Sports Venue Fund)

\$ 34.7 M

\$ 6 M



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GSM Insurors PO Box 1478 Rockport TX 78381	CONTACT NAME: PHONE (A/C, No, Ext): 361-729-5414 FAX (A/C, No): 361-729-3817 E-MAIL ADDRESS: info@gsminsurors.com
INSURED Leyendecker Construction of Texas, Inc. PO Box 1827 Laredo TX 78044-1827	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident & Indemnity INSURER B: Hartford Ins Co of the Midwest INSURER C: Texas Mutual Insurance Co INSURER D: Allied World Assurance INSURER E: North River Ins Co INSURER F: Ironshore Specialty Insurance

COVERAGES**CERTIFICATE NUMBER:** 98841747**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			65 UEA EI3709	3/4/2023	3/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			65 UEA EI3710	3/4/2023	3/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ n			0313-7451 522-811999-8	3/4/2023 3/4/2023	3/4/2024 3/4/2024	EACH OCCURRENCE \$ 45,000,000 AGGREGATE \$ 45,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0010922002	3/4/2023	3/4/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Contractor's Pollution			ICELLUW00141598	11/15/2022	11/15/2023	Per Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured on General Liability, Auto Liability and Excess Liability and has Waiver of Subrogation in its favor on General Liability Auto Liability, Workers Compensation and Excess Liability by blanket endorsement contingent upon requirements in a previously executed written contract. Scheduled Excess Liability companies provide Follow Form Excess Liability Limits over the scheduled underlying General Liability, Auto Liability, Worker's Compensation and Employers Liability. Associated Industries Insurance Company, Inc Policy # XSA1228451-00 provides \$10,000,000 Excess of \$10,000,000 Excess of Primary; Colony Insurance Company Policy # AR6461932 provides \$15,000,000 Excess of \$20,000,000 Excess Limit of Liability; Guideone National Insurance Company Policy # 560003409-00 provides \$5,000,000 Excess of \$35,000,000 Excess Limit of Liability and Summit Specialty Insurance Company Policy # SXSL001000014300 provides \$5,000,000 Excess of \$40,000,000 Excess Limit of Liability for the \$45,000,000 Excess Liability total

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Laredo 1110 Houston St Laredo TX 78040-0579	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY GSM Insurors		NAMED INSURED Leyendecker Construction of Texas, Inc. PO Box 1827 Laredo TX 78044-1827
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCEPROJECT: Buena Vista Sports Complex
DATE: July 6th., 2023



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
GSM Insurors
PO Box 1478
Rockport TX 78381

CONTACT

NAME:

PHONE

(A/C, No. Ext): 361-729-5414

FAX

(A/C, No): 361-729-3817

E-MAIL

ADDRESS: info@gsminsurors.com

PRODUCER

CUSTOMER ID: LEYECON-01

INSURER(S) AFFORDING COVERAGE

NAIC

INSURED
Leyendecker Construction of Texas, Inc.
PO Box 1827
Laredo TX 78044-1827

INSURER A: Travelers Lloyds

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2093313475

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY					BUILDING	\$
	<input type="checkbox"/> CAUSES OF LOSS	<input type="checkbox"/> DEDUCTIBLES				PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC	<input type="checkbox"/> BUILDING				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD	<input type="checkbox"/> CONTENTS				EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL					RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					BLANKET BLDG & PP	\$
							\$
							\$
	<input checked="" type="checkbox"/> INLAND MARINE		TYPE OF POLICY			<input checked="" type="checkbox"/> Builder's Risk	\$25,000,000
	<input type="checkbox"/> CAUSES OF LOSS		Builder's Risk				\$
	<input type="checkbox"/> NAMED PERILS		POLICY NUMBER				\$
A			6607654R612	3/4/2023	3/4/2024		\$
	<input type="checkbox"/> CRIME						\$
	<input type="checkbox"/> TYPE OF POLICY						\$
							\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
							\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Loss Payees in favor of Owner ATIMA for New and Remodel Commercial Construction Masonry/Steel Projects: limit is \$25,000,000 maximum/project limit.

Flood Coverage for X and C Zones Only. Windstorm Exclusion for Texas Tier I and Tier

CERTIFICATE HOLDER

City of Laredo
(OWNER)
1110 Houston St
Laredo TX 78040-0579

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF LAREDO

ENGINEERING DEPARTMENT

June 12, 2023

Leyendecker Construction of Texas, Inc.
Attn: Gary Leyendecker, P.E., President
P.O. Box 1827 / 4220 Sanders Ave.
Laredo, Texas 78044-1827

RE: City of Laredo Buena Vista Sports Complex

Dear Mr. Leyendecker:

The following is to inform you that on Monday, June 5, 2023, the Laredo City Council approved a revised project budget for the City of Laredo Buena Vista Sports Complex of \$45 Million Dollars. Please provide Exhibit A Guaranteed Maximum Price Amendment in accordance with the Standard Form of Agreement Between Owner and Construction Manager as Constructor A133-2019" (the "Agreement") executed between the City of Laredo and Leyendecker Construction of Texas Inc. The Guaranteed Maximum Price Amendment shall include the development of (10) Synthetic Turf Fields, Concession /Restroom buildings, related infrastructure, and construction contingencies allowance required for the contract. Below are the Value Engineering Options and Alternates presented to the City Council per your project cost submission dated June 2, 2023. Please provide other recommendations to meet the revised project budget.

List of Alternate & Value Engineering Options


- (1) Multi-Purpose Pod
- Community Playground
- Playscapes at Fields Removal
- Secondary Road Reduction
- South Parking Lot Removal
- Park Entry Sidewalks Removal
- Maintenance Yard Removal
- Park Road Reduction
- Lomas Del Sur Widening
- Future Water Park Reduction
- (1) Concession /Restroom Building
- Site Furnishings

Please proceed with the procurement of the payment and performance bonds, insurance documents, and other required contract forms to be submitted within ten working days of this Notice. After the Contract forms are finalized, a Notice to Proceed will be issued by the City of

Laredo. The project start date will be upon consummation of the Contract and set on the date of the Notice to Proceed.

We look forward to working with Leyendecker Construction of Texas on this important project for the City of Laredo. Please feel free to contact us should you have any questions.

Sincerely,



Ramon E. Chavez, P.E.
City Engineer

Xc: Joseph W. Neeb, City Manager
Rosario C. Cabello, Deputy City Manager
Steve E. Landin, Assistant City Manager
Doanh "Zone" T. Nguyen, City Attorney
David H. Arredondo, Assistant City Attorney
John Orfila Jr., Public Works Director

SECTION A-7
PERFORMANCE BOND

Bond No. 107654039

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1) Leyendecker Construction of Texas, Inc.
_____ a (2) Corporation
_____ of hereafter called Principal and (3) Travelers
Casualty and Surety company of America of Hartford, State of _____
Connecticut, hereinafter called the Surety, are held and firmly bound unto (4) _____
City of Laredo of Laredo, TX
hereinafter called Owner, in the penal sum of Forty-Five Million and 00 cents
_____ (\$ 45,000,000.00)
Dollars in lawful money of the United States, to be paid in (5)

WEBB COUNTY, TEXAS

\$45,000,000.00 for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain Contract with (6) City of Laredo
the Owner, dated the 06 day of July, 2023 a copy
of which is hereto attached and made a part hereof for the Construction of:

Buena Vista Sports Complex

(hereinafter called the "Work")

These notes refer to the numbers in body of Contract above:

Date of Bond must not be prior to Date of Contract.

(1) Correct name of Contractor.

- (2) A Corporation, or Partnership or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) County and State.
- (6) Owner.

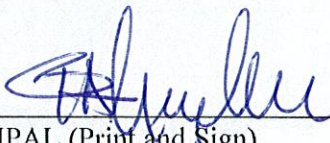
NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the 06 day of July, 2023.

ATTEST:

(Principal) Secretary
(Print and Sign)


PRINCIPAL (Print and Sign) Gary A. Leyendecker,
Corp. Officer

By: Leyendecker Construction of Texas, Inc.

(SEAL)

P.O. Box 1827/4220 Sanders Ave., Laredo, TX 78044-1827
Address (State and Zip Code)

Witness as to Principal (Print and Sign)

(956) 722-0531
Telephone Number

Address (State and Zip Code)

ATTEST:

Secretary (Print and Sign)

(SEAL)

(Surety) Secretary

(SEAL)

Lonna Pokrant

Witness as to Surety (Print and Sign) Lonna Pokrant

1718 Santa Fe, Corpus Christi, TX 78404

Address (State and Zip Code)

SURETY: (Surety)

By: Melissa Wade
(Print and Sign) Melissa Wade Attorney-in-Fact

1718 Santa Fe, Corpus Christi, TX 78404
Address (State and Zip Code)

361-883-3803
Telephone No. (Area Code)

PAYMENT BOND

Bond No. 107654039

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1) Leyendecker Construction of Texas, Inc.
(2) Corporation

of Laredo, TX hereinafter called Principal and (3) Travelers Casualty and Surety
Hartford, State of Connecticut, hereinafter called
Company of America

the Surety, are held and firmly bound unto (4) City of Laredo of
Laredo, Texas hereinafter called Owner, and unto all

Persons, Firms, and Corporations who may furnish materials for, or perform labor upon
the building or improvements hereinafter referred to in the penal sum of _____

Forty-Five Million and 00 cents (\$ 45,000,000.00)

Dollars in lawful money of the United States, to be paid in (5) WEBB COUNTY,
TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain Contract with (6) City of Laredo

the Owner, dated the 06 day of July, 2023 a copy
of which is hereto attached and made a part hereof for the construction of:

Buena Vista Sports Complex

(hereinafter called the "Work")

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to Date of Contract.

- (1) Correct name of Contractor.
- (2) A Corporation, or Partnership or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) County and State.
- (6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

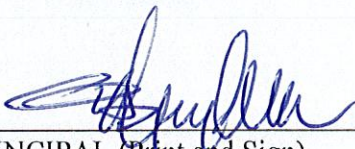
PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 06 day of July, 2023.

ATTEST:

(Principal) Secretary
(Print and Sign)


PRINCIPAL (Print and Sign) Gary A. Leyendecker,
Corp. Officer

By: Leyendecker Construction of Texas, Inc.

(SEAL)

P.O. Box 1827/4220 Sanders Ave., Laredo, TX 78044-1827
Address (State and Zip Code)

Witness as to Principal (Print and Sign)

(956) 722-0531
Telephone Number

(SEAL)

Travelers Casualty and Surety Company of America
Surety

ATTEST:

N/A
(Surety Secretary) (Print and Sign)

(SEAL)

By: Melissa Wade
(Print and Sign) Melissa Wade Attorney-in-Fact
1718 Santa Fe, Corpus Christi, TX 78404
Address (State and Zip Code)

361-883-3803
Telephone Number

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE - PAYMENT BOND FORM
M-24, 25, Attach. Sa

Business (Print)

Address (State and Zip Code)

Telephone Number (Area Code)

ATTEST:

(Print and Sign)

(State and Zip Code)

Address (State and Zip Code)

ATTEST:

(Print and Sign)

(SEAL)
Individual Principal (Print and Sign)

Business - Address

Telephone Number (Area Code)

Corporate Principal

Business Address Name

Telephone Number (Area Code)

(Affix Corporate Seal)

By: _____
(Sign and Print)

Address (State and Zip Code)

Corporate Surety

Business Address

(Affix Corporate Seal)

Telephone:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,
Secretary of the Corporation named as Principal in the within Bond; that _____
_____, who signed the said Bond on behalf of the Principal was
then _____, of said Corporation; that I
know his signature thereof is genuine; and that said Bond was duly signed, sealed, an
attested for and in behalf of said Corporation by authority of its governing body.

Title

Date: _____

(Affix Corporate Seal)

Telephone No.

The rate of premium on this Bond is _____ per thousand. Total of premium
charge

\$ _____

NOTE: The above must be filled in by Corporate Surety. Power-of-Attorney of person
signed for Surety company must be attached.



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 **Melissa Wade** of **CORPUS CHRISTI**, Texas, 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

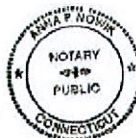
City of Hartford ss.

By: 
Robert L. Raney, 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, 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 06 day of July, 2023




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.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GSM Insurors PO Box 1478 Rockport TX 78381	CONTACT NAME: PHONE (A/C, No, Ext): 361-729-5414 FAX (A/C, No): 361-729-3817 E-MAIL ADDRESS: info@gsminsurors.com												
INSURED Leyendecker Construction of Texas, Inc. PO Box 1827 Laredo TX 78044-1827	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Hartford Accident & Indemnity</td><td>NAIC # 22357</td></tr><tr><td>INSURER B: Hartford Ins Co of the Midwest</td><td>37478</td></tr><tr><td>INSURER C: Texas Mutual Insurance Co</td><td>22945</td></tr><tr><td>INSURER D: Allied World Assurance</td><td>19489</td></tr><tr><td>INSURER E: North River Ins Co</td><td>21105</td></tr><tr><td>INSURER F: Ironshore Specialty Insurance</td><td></td></tr></table>	INSURER A: Hartford Accident & Indemnity	NAIC # 22357	INSURER B: Hartford Ins Co of the Midwest	37478	INSURER C: Texas Mutual Insurance Co	22945	INSURER D: Allied World Assurance	19489	INSURER E: North River Ins Co	21105	INSURER F: Ironshore Specialty Insurance	
INSURER A: Hartford Accident & Indemnity	NAIC # 22357												
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INSURER C: Texas Mutual Insurance Co	22945												
INSURER D: Allied World Assurance	19489												
INSURER E: North River Ins Co	21105												
INSURER F: Ironshore Specialty Insurance													

COVERAGES**CERTIFICATE NUMBER:** 98841747**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		65 UEA EI3709	3/4/2023	3/4/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		65 UEA EI3710	3/4/2023	3/4/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0313-7451 522-811999-8	3/4/2023 3/4/2023	3/4/2024 3/4/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 45,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 45,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 45,000,000	AGGREGATE	\$ 45,000,000		\$								
EACH OCCURRENCE	\$ 45,000,000																			
AGGREGATE	\$ 45,000,000																			
	\$																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	0010922002	3/4/2023	3/4/2024	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
F	Contractor's Pollution		ICELLUW00141598	11/15/2022	11/15/2023	<table><tr><td>Per Occurrence</td><td>\$1,000,000</td></tr><tr><td>Aggregate</td><td>\$1,000,000</td></tr></table>	Per Occurrence	\$1,000,000	Aggregate	\$1,000,000										
Per Occurrence	\$1,000,000																			
Aggregate	\$1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured on General Liability, Auto Liability and Excess Liability and has Waiver of Subrogation in its favor on General Liability Auto Liability, Workers Compensation and Excess Liability by blanket endorsement contingent upon requirements in a previously executed written contract. Scheduled Excess Liability companies provide Follow Form Excess Liability Limits over the scheduled underlying General Liability, Auto Liability, Worker's Compensation and Employers Liability. Associated Industries Insurance Company, Inc Policy # XSA1228451-00 provides \$10,000,000 Excess of \$10,000,000 Excess of Primary; Colony Insurance Company Policy # AR6461932 provides \$15,000,000 Excess of \$20,000,000 Excess Limit of Liability; Guideone National Insurance Company Policy # 560003409-00 provides \$5,000,000 Excess of \$35,000,000 Excess Limit of Liability and Summit Specialty Insurance Company Policy # SXSL001000014300 provides \$5,000,000 Excess of \$40,000,000 Excess Limit of Liability for the \$45,000,000 Excess Liability total

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Laredo
1110 Houston St
Laredo TX 78040-0579

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: LEYECON-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY GSM Insurors		NAMED INSURED Leyendecker Construction of Texas, Inc. PO Box 1827 Laredo TX 78044-1827
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: Buena Vista Sports Complex
DATE: July 6th., 2023



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER GSM Insurors PO Box 1478 Rockport TX 78381	CONTACT NAME:		
	PHONE (A/C, No, Ext): 361-729-5414	FAX (A/C, No): 361-729-3817	
	E-MAIL ADDRESS: info@gsminsurors.com		
	PRODUCER CUSTOMER ID: LEYECON-01		
INSURED Leyendecker Construction of Texas, Inc. PO Box 1827 Laredo TX 78044-1827	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Lloyds		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2093313475 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/>	PROPERTY				BUILDING	\$
	<input type="checkbox"/>	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	<input type="checkbox"/>	DEDUCTIBLES				BUSINESS INCOME	\$
	<input type="checkbox"/>	BASIC				EXTRA EXPENSE	\$
	<input type="checkbox"/>	BROAD				RENTAL VALUE	\$
	<input type="checkbox"/>	SPECIAL				BLANKET BUILDING	\$
	<input type="checkbox"/>	EARTHQUAKE				BLANKET PERS PROP	\$
	<input type="checkbox"/>	WIND				BLANKET BLDG & PP	\$
	<input type="checkbox"/>	FLOOD					\$
	<input type="checkbox"/>						\$
A	<input checked="" type="checkbox"/>	INLAND MARINE	TYPE OF POLICY	3/4/2023	3/4/2024	<input checked="" type="checkbox"/> Builder's Risk	\$ 25,000,000
	<input type="checkbox"/>	CAUSES OF LOSS	Builder's Risk				\$
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER				\$
			6607654R612				\$
	<input type="checkbox"/>	CRIME					\$
	<input type="checkbox"/>	TYPE OF POLICY					\$
							\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$
							\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Loss Payees in favor of Owner ATIMA for New and Remodel Commercial Masonry/Steel Projects: limit is \$25,000,000 maximum/project limit.
Flood Coverage for X and C Zones Only. Windstorm Exclusion for Texas Tier I and Tier

CERTIFICATE HOLDER	CANCELLATION
City of Laredo (OWNER) 1110 Houston St Laredo TX 78040-0579	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE