

CITY OF LAREDO CONTRACTOR'S APPLICATION FOR PAYMENT FORM

PROJECT: Riverbend Hike & Bike Trail - Phase 1 Rebid

Number: FY24-ENG-82

Estimate No.

#6 final

Application Date:

18-Jun-2026

From: **12/16/25**

To: **6/18/26**

Original Amount: \$ **1,361,278.00**
Change orders No 1: \$ **0.00**
No. 2 \$ **0.00**
Total to Date: \$ **1,361,278.00**
% Complete: **99.5%**

Total Amt. To Date: **\$ 1,354,668.00**
Material On Hand: \$ **-**
5% Retainage: **\$0.00**
Previous Payment: **\$1,286,934.60**
Amount Due: **\$67,733.40**

CERTIFICATE OF CONTRACTOR:

I certify that all items and amounts shown on this request for partial payment are correct, and that all work has been perform and/or material supplied in full in accordance with the requirements of the contract documents:

CONTRACTOR: ALC Construction, INC

By:  **6/18/2026**
DANIEL ALVARADO Date

CERTIFICATE OF FIELD REPRESENTATIVE:

I have checked this request for partial payment against the notes and reports of may inspections of the project and in my opinion, the statement of work performed and/or material supplied is accurate and that the contractor is observing the requirements of the contract documents.

Dominic Sanchez Date
Construction Inspector

CERTIFICATE OF ARCHITECT/ENGINEER:

I certify that have checked and verified the above and foregoing request for partial payment and in my opinion it is a true and correct statement of work performs and/or material supplied in general in accordance with the requirements of the contract documents.

RECOMMENDED FOR PAYMENT

Edward D. Garza, P.E., CFM Date
Crane Engineering

Peter Salinas, E.I.T. Date
Project Manager

APPROVED FOR PAYMENT

Eliud De Los Santos, P.E.
City Engineer

Project: **Riverbend Hike & Bike Trail Project - Phase 1 Rebid**

Number: **FY24-ENG-82**

Thursday, June 18, 2026

CONTRACTOR: **ALC CONSTRUCTION, INC**

TOTAL WORK TO DATE:

\$ 1,354,668.00

MATERIAL ON HAND:

\$ -

5% RETAINAGE:

1,354,668.00

PREVIOUS PAYMENT:

1,286,934.60

NET AMOUNT DUE:

\$ 67,733.40

ESTIMATE NUMBER:

#6Final

APPLICATION DATE:

6/18/26

PERIOD FROM:

12/5/25

PERIOD TO:

6/18/26

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	CONTRACT			AMOUNT	PREVIOUS QUANTITY	WORK COMPLETED			MATERIAL STORAGE	TOTAL COMPLETED TO DATE		% COMPLETE	BALANCE TO FINISH
		UNIT PRICE	QUANTITY	UNIT			APPLICATION AMOUNT	THIS APPLICATION QUANTITY	AMOUNT		QUANTITY	AMOUNT		
1.1	Mobilization & bonding, complete in	\$ 70,000.00	1	LS	\$ 70,000.00	1.00	\$ 70,000.00	0.00	\$ -		1.00	\$ 70,000.00	1.00	0.00
1.2	12' Path, Gazebo, & Bird Observation Deck Clearing and Grubbing furnish all labor, equipment, and material to	\$ 12,000.00	1.2	AC	\$ 14,400.00	1.20	\$ 14,400.00	0.0	\$ -		1.20	\$ 14,400.00	1.00	0.00
1.3	for Tree Trimming, Trash, & Debris Removal and Disposal as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	\$ 8,000.00	1	AC	\$ 8,000.00	1.00	\$ 8,000.00	0.00	\$ -		1.00	\$ 8,000.00	1.00	0.00
1.4	Furnish all labor, equipment, and material for 8" Subgrade Preparation as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	\$ 6.00	8,063	SY	\$ 48,378.00	8,063.00	\$ 48,378.00	0.00	\$ -		8,063.00	\$ 48,378.00	1.00	0.00
1.5	Furnish all labor, equipment, and material for 8" Flexible Base (Caliche) Trails and bird Observation deck as per city specifications, to include all labor materials, tools, pavement, etc. Complete in place	\$ 35.00	4,965	SY	\$ 173,775.00	4,965.00	\$ 173,775.00	0.00	\$ -		4,965.00	\$ 173,775.00	1.00	0.00
1.6	Furnish all labor, equipment, and material to 4" Flexible Base (Caliche) Common Area, including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 25.00	3,098	SY	\$ 77,450.00	3,098.00	\$ 77,450.00	0.00	\$ -		3,098.00	\$ 77,450.00	1.00	0.00
1.7	Furnish all labor, equipment, and material to 2" Decomposed Granite Common Area including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 150.00	166	CY	\$ 24,900.00	166.00	\$ 24,900.00	0.00	\$ -		166.00	\$ 24,900.00	1.00	0.00
1.8	Furnish all labor, equipment, and material to construct a Safety End Treatment at Existing 6" 3000 PSI Steel Reinforced Concrete Pavement for Bird Observation Decks including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 20.00	1,040	SF	\$ 20,800.00	1,040.00	\$ 20,800.00	0.00	\$ -		1,040.00	\$ 20,800.00	1.00	0.00
7.3	Furnish all labor, equipment, and material to 5" 3000 PSI Concrete Pavement with footings including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 11.00	35,585	SF	\$ 391,435.00	35,585.00	\$ 391,435.00	0.00	\$ -		35,585.00	\$ 391,435.00	1.00	0.00

1.11	Furnish all labor, equipment, and material to construct a 5" 3,000 PSI Reinforced Concrete Pavement at drainage crossings , as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 20.00	725	SF	\$ 14,500.00	725.00	\$ 14,500.00	0.00	\$ -	725.00	\$ 14,500.00	1.00	0.00
1.12	Furnish all labor, equipment, and material to construct a Rock Rip Rap w/ Concrete Slurry at Drainage Crossings as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 50.00	580	SF	\$ 29,000.00	580.00	\$ 29,000.00	0.00	\$ -	580.00	\$ 29,000.00	1.00	0.00
1.13	Furnish all labor, equipment, and material to Bird Observation Decks Fencing including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 200.00	145	LF	\$ 29,000.00	145.00	\$ 29,000.00	0.00	\$ -	145.00	\$ 29,000.00	1.00	0.00
1.14	Furnish all labor, equipment, and material to Pedestrian Handrail as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place	\$ 200.00	160	LF	\$ 32,000.00	160.00	\$ 32,000.00	0.00	\$ -	160.00	\$ 32,000.00	1.00	0.00
1.15	Construct a 24" HDPE Pipe as per city specifications, to include all labor, and any (if needed) removal of existing concrete, material, doweling, tools, equipment, removing & replacing	\$ 180.00	180	LF	\$ 32,400.00	180.00	\$ 32,400.00	0.00	\$ -	180.00	\$ 32,400.00	1.00	0.00
1.16	Furnish all labor, equipment, and material to construct a Rock Gravel Filter (check dams) including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 800.00	13	EA	\$ 10,400.00	13.00	\$ 10,400.00	0.00	\$ -	13.00	\$ 10,400.00	1.00	0.00
1.17	Furnish all labor, equipment, and material to construct a Oversized Rock (River Cobble 3"-6") as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 300.00	10	CY	\$ 3,000.00	10.00	\$ 3,000.00	0.00	\$ -	10.00	\$ 3,000.00	1.00	0.00

1.18	Furnish all labor, equipment, and material to install a Silt Fence including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 8.00	480	LF	\$ 3,840.00	480.00	\$ 3,840.00	0.00	\$ -	480.00	\$ 3,840.00	1.00	0.00
1.19	Furnish all labor, equipment, and material to install an Erosion Control Blanket (NA Green Vmax3 SC250) including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 10.00	1,300	SY	\$ 13,000.00	1,300.00	\$ 13,000.00	0.00	\$ -	1,300.00	\$ 13,000.00	1.00	0.00
1.20	Furnish all labor, equipment, and material to install a Hydromulch with vegetative watering including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 10.00	1,000	SY	\$ 10,000.00	1,000.00	\$ 10,000.00	0.00	\$ -	1,000.00	\$ 10,000.00	1.00	0.00
1.21	Furnish all labor, equipment, and material to install a Concrete Wash Pit as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 2,500.00	1	EA	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	0.00
1.22	Furnish all labor, equipment, and material to construct a Stabilized Construction Entrance including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 2,500.00	1	EA	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	0.00
1.23	Furnish all labor, equipment, and material to construct a Park Entrance Sign at Trail including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 30,000.00	1	LS	\$ 30,000.00	1.00	\$ 30,000.00	0.00	\$ -	1.00	\$ 30,000.00	1.00	0.00
1.24	A Contingency allowance of the following amount	\$ 100,000.00	1	LS	\$ 100,000.00	93.39%	\$ 93,390.00	0%	\$ -	0.93	\$ 93,390.00	0.93	6,610.00
2.1	Furnish all labor, equipment, and material for grading of Cut (Compacted Measure) including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 60.00	280	CY	\$ 16,800.00	280.00	\$ 16,800.00	0.00	\$ -	280.00	\$ 16,800.00	1.00	0.00
2.2	Furnish all labor, equipment, and material for grading of Fill (Compacted Measure) Material from Site including as per city specifications, to include all labor materials, tools, equipment, etc. Complete in place.	\$ 60.00	220	CY	\$ 13,200.00	220.00	\$ 13,200.00	0.00	\$ -	220.00	\$ 13,200.00	1.00	0.00

[illegible]

STATE OF

COUNTY OF Webb

§
§
§

CONTRACTOR'S AFFIDAVIT OF ALL BILLS PAID

PROJECT: Riverbend Hike & Bike Trail Project- Phase I

(Name & Address)

I, Daniel Alvarado, am the President (title) and duly authorized representative of the firm of ALC Construction Co., Inc. (Contractor) whose address is 3706 Flores Ave. Laredo, TX 78041. I have been duly sworn by the undersigned Notary Public. In order to induce Markel Insurance Company, and SureTec Insurance Company (herein, whether one or more of them, or their affiliated companies, or an insurance company or reinsurer acting at the request of any of them, executing Bonds for, or at the request of, Indemnitors, or any of them, referred to as "Company" or "Companies") (hereinafter called "Contractor's Surety") and SureTec Information Systems, Inc. to release funds or take other action that they would not take without reliance on this affidavit, I hereby make the following sworn statement under oath:

1. All subcontractors, suppliers, laborers, vendors and lessors of construction equipment that have supplied labor, materials and/or equipment to or for the benefit of Contractor or Project, or who have or might have any rights to make bond claims or file liens in connection with the Project have been paid in full.
2. There are no outstanding claims or liens against the Project or any bonds issued in connection therewith.
3. The Contractor has performed its work, or furnished its materials or equipment, in a good and workmanlike manner, free of defects, and in conformance with all Project requirements.
4. I understand that the Contractor's Surety and SureTec Information Systems may rely on this Affidavit in taking action or refraining from taking action in connection with payment or consent to payment of any sums otherwise due Contractor. I further understand that any false statements contained herein carry both civil and criminal penalties.

Date: 04/30/2026

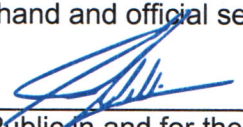
Daniel Alvarado

(Name of Affiant)

3706 Flores Ave. Laredo, TX 78041

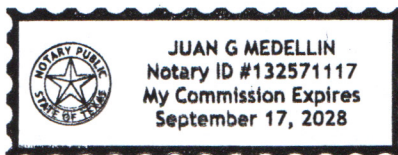
Address of Affiant

SUBSCRIBED and SWORN TO before me, the undersigned authority, on this the 30th day of April, 2026, certify which witness my hand and official seal.


Notary Public in and for the State of _____

My Commission Expires:

Sept. 17, 2028



FORM LETTER FOR CERTIFICATE OF WARRANTY

DATE: 6/18/2026

Eliud De Los Santos, P.E., City Engineer
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040

Re: **FY24-ENG-82**
Riverbend Hike & Bike Trail Project - Phase 1
Rebid

ALC CONSTRUCTION CO, INC.

guarantees all materials and workmanship on the above referred project to be free of defects for a period of one (1) year from the date of acceptance by the owner. Upon notice, any defective materials or faulty workmanship developing within this period, will be replace at no cost to the owner.

Sincerely,



Company Name & Authorized Signature

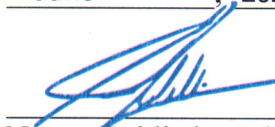
ACKNOWLEDGEMENT

STATE OF TEXAS

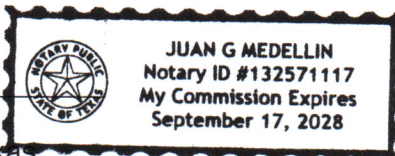
COUNTY OF Webb

Before me, Notary Public for and in Webb County, State of
Texas on this personally appeared Daniel Alvarado
known to me to be person(s) whose name(s) subscribed to the foregoing affidavit and
acknowledge to me that he executed the same for the purpose and consideration
expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18th DAY OF
June, 2026.



Notary Public in and for
Webb County, State of Texas
My Commission Expires: Sep.17,2028



Certificate of Substantial Completion

PROJECT:
(Name and Address)

City of Laredo - Riverbend Hike & Bike
Trail Project - Phase 1 Rebid

PROJECT NUMBER: FY24-ENG-82

CONTRACT FOR: City of Laredo Engineering Department

CONTRACT DATE: September 12, 2025

TO CONTRACTOR:
(Name and Address)

Daniel Alvarado, 3706 Flores
Laredo, Texas

Owner ☐

Architect ☐

Contractor ☒

Field ☐

Other ☐

TO OWNER:
(Name and Address)

City of Laredo Engineering Department
1110 Houston Street

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR
USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Engineer

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective:

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

ALC Construction Co., Inc.



6/18/2026

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at
(time) on (date)

City of Laredo Engineering Department

OWNER

BY Eliud De los Santos, P.E., City Engineer

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.) Applicable warranties required by the Contract Documents, except as stated below:

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ALCCONS-01

STEPHANIERUBIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2026

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 IBC Insurance Agency, LTD 5800 San Dario Avenue 2nd Floor Laredo, TX 78041	CONTACT NAME: Stephanie Rubio PHONE (A/C, No, Ext): (956) 722-6500 28757 FAX (A/C, No): (956) 728-7570 E-MAIL ADDRESS: stephanierubio02@ibc.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Company INSURER B : Service Lloyds Insurance Company, A Stock Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED ALC Construction Co., Inc. 3706 Flores Avenue Laredo, TX 78041	NAIC # 41297 43389

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X	X	CPS8378521	2/18/2026	2/18/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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 Y	N/A	SLICWC113643702	2/7/2026	2/7/2027	☒ PER STATUTE ☐ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Concrete or Cement Work - Driveways, Sidewalks, Curbs, Gutters

Additional Insured & Waiver of Subrogation applies to City of Laredo

ALL City of Laredo Projects

CERTIFICATE HOLDER

CANCELLATION

City of Laredo Building Development Services Department 1413 Houston St. Laredo, TX 78040	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
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or**
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.**

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or**
- 2. Available under the applicable limits of insurance;**

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Texas Waiver of Our Right to Recover From Others Endorsement

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule**1. () Specific Waiver**

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations**3. Premium: \$96.00**

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: \$96.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/7/2026
Insured ALC Construction CO Inc.

Policy No. SLICWC113643702
Premium \$3,980

Endorsement No.

Insurance Company
Service Lloyds Insurance Company

Countersigned by

v

WC 42 03 04 B
(Ed. 06-2014)

