CITY OF LAREDO

CONTRACTOR'S APPLICATION FOR PAYMENT

RFP FY25-ENG-65

PROJECT: **High Density Mineral Bond - Street Maintenance Project**

ORIGINAL CONTRACT:	$ 3,135,848.00	PO:	FY25-ENG-65
CHANGE ORDERS:	< $ 977,637.24>	ESTIMATE NO.:	Retainage
TOTAL TO DATE:	$ 2,158,210.76	DATE FROM:	0511/2026
% COMPLETE:	100%	TO:	06/15/2026
TOTAL WORK TO DATE:	$ 2,158,210.76		
MATERIALS ON HAND:		AMOUNT THIS ESTIMATE:	$ 107,910.54
X% RETAINAGE:		RETAINAGE THIS ESTIMATE:	
PREVIOUS PAYMENTS:	$ 2,050,300.22	AMOUNT DUE:	$ 107,910.54

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 performed and/or materials supplied in full in accordance with the requirements on the contract documents.

(CONTRACTOR) Andale Construction, Inc.

By: Peter J Molitor 06/22/2026

CONTRACTOR COMPANY NAME Date

Peter J. Molitor - President

CERTIFICATE OF FIELD REPRESENTATIVE:

I have checked this request for partial payment against the notes and reports of my 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.

(INSPECTOR) By: Juan Medina III 6-25-26

Juan Medina III, Senior Construction Inspector Date

CERTIFICATE OF ENGINEER:

I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work performed and/or material supplied by the contractor and that same has been performed and/or supplied in full accordance with the requirements of the contract documents.

(CONSULTANT) By: _____

Eliud De Los Santos, P.E., City Engineer Date

Engineering Department

RECOMMENDED FOR PAYMENT:

Peter S.

Peter Salinas, GIS Analyst

DATE: 6-22-2026

VERIFIED FOR PAYMENT:

Eliud De Los Santos, P.E., City Engineer

DATE: _____

APPROVED FOR PAYMENT:

Finance Department

DATE: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Laredo, TX
P O Box 210
Laredo, TX 78042-0210

PROJECT: High Density Mineral Bond - Street Maintenence Project

APPLICATION #: Retainage
PERIOD TO: 06/15/2026
PROJECT NOS: FY25-ENG-65
CONTRACT DATE: 01/08/2026

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Architect
- [ ] Contractor
- [ ]

FROM CONTRACTOR: Andale Construction, Inc.
3170 N Ohio St
Wichita, KS 67219

VIA ARCHITECT:

CONTRACT FOR: High Density Mineral Bond - Street Maintenance Project

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	3,135,848.00
2. Net change by Change Orders	$	< 977,637.24>
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	2,158,210.76
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	$	2,158,210.76
5. RETAINAGE:		
a. XX% of Completed Work (Columns D+E on Continuation Sheet)	$	0.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	0.00
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)	$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,158,210.76
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,050,300.22
8. CURRENT PAYMENT DUE	$	107,910.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: Andale Construction, Inc.

By: _____ Date: 06/15/2026

State of: Kansas
County of: Sedgwick
Subscribed and sworn to before me this 22nd day of June, 2026

JACKIE BEARDEN
Notary Public - State of Kansas
My Appt. Expires

Notary Public: Jackie Bearden
My Commission expires: 03/28/2029

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT: High Density Mineral Bond - Street Maintenence Project

APPLICATION NUMBER: Retainage
APPLICATION DATE: 06/15/2026
PERIOD TO: 06/15/2026
ARCHITECT'S PROJECT NO: FY25-ENG-65

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	HDMB	1,805,000.00	1,805,000.00	0.00	0.00	1,805,000.00	100%	0.00	90,250.00
2	Traffic Control	78,300.00	78,300.00	0.00	0.00	78,300.00	100%	0.00	3,915.00
3	Thermo Plastic Striping	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
4	Blue, Whie,Yellow Buttons	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
5	GIS Based Color Maps	4,150.00	4,150.00	0.00	0.00	4,150.00	100%	0.00	207.50
6	Contingency Allowance	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
7									
8	HDMB	261,410.76	261,410.76	0.00	0.00	261,410.76	100%	0.00	13,070.54
9	Traffic Control	9,250.00	9,250.00	0.00	0.00	9,250.00	100%	0.00	462.50
10	Thermo Plastic Striping	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
11	Blue, White, Yellow Buttons	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
12	GIS Based Color Maps	100.00	100.00	0.00	0.00	100.00	100%	0.00	5.00
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	2,158,210.76	2,158,210.76	0.00	0.00	2,158,210.76	100%	0.00	107,910.54

Andale Construction, Inc.
3170 N. Ohio St.
Wichita, KS 67219
316 832-0063

Invoice RETAINAGE

Bill to:	Job: 1649
CITY OF LAREDO, TX PO BOX 210 LAREDO, TX 78042-0210	

Invoice #: RETAINAGE5 Date: 06/22/2026	Customer P.O. #: FY25-ENG-65
Payment Terms: Net due 30 days	Salesperson:
Customer Code: CITLAR	

Remarks: Retainage Invoice For Laredo #1649

Quantity	Description	U/M	Unit Price	Extension
	Retainage			107,910.54
			Total:	**107,910.54**
			Current Due:	**107,910.54**

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS

TO: CITY OF LAREDO
WEBB COUNTY, TEXAS

PROJECT:

RFP FY25-ENG-65

High Density Mineral Bond - Street Maintenance Project

By this instrument the undersigned contractor engaged in the construction of the above project certifies that on this date, or anytime prior thereto, except listed below, contractor has paid in full or has otherwise satisfied all obligations for all materials and for all known indebtedness and claims against the project, its land, improvements and equipment of every kind.

The undersigned hereby certifies that he has received all payments currently due under his contract for work on the project above referred. Therefore, the undersigned does hereby waive and/or release any and all liens against the property, project and as of the 15th day of June, 20 26.

CONTACT PERSON Peter J Molitor - President

CONTRACTOR COMPANY NAME Andale Construction, Inc.

STATE OF ~~TEXAS~~ KANSAS:

COUNTY OF SEDGWICK:

Before me, the undersigned authority, on this day personally appeared Peter J. Molitor, known to me to be the person whose name is subscribed to the foregoing instrument, and being first duly sworn, acknowledge to me that he executed the same for the purposes and consideration therein expressed and declared to me that the statements therein are true.

SWORN AND SUBSCRIBED TO before me this 15th day of June, 2026.

JACKIE BEARDEN
Notary Public - State of Kansas
My Appt. Expires 3-28-29

NOTARY PUBLIC Jackie Bearden

MY COMMISSION EXPIRES: 03/28/2029

CITY OF LAREDO
ENGINEERING DEPARTMENT
Construction Change Order No. 1
FY25-ENG-65 RFP High Density Mineral Bond - Street Management Project

CONTRACTOR: Andale Construction Inc.
7700 North Hayes Dr.
Valley Center, Kansas 67147

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
1	Decrease contract amount	LS	1	$ 977,637.24	$ 977,637.24	-
					$977,637.24	**$0.00**

ORIGINAL CONTRACT AMOUNT (INCLUDES $20,000.00 CONTINGENCY)	$3,135,848.00
TOTAL INCREASE	$0.00
TOTAL DECREASE	$977,637.24
TOTAL CHANGE ORDER	**-$977,637.24**
CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER #1	$2,158,210.76
REVISED CONTRACT AMOUNT	**$2,158,210.76**

Recommended by:

Eliud De Los Santos, P.E.
City Engineer
Date: 6/22/2026

Accepted by:

Anthony Capul
Andale Consruction Inc.
Date: 06/22/2026

Recommended by:

John Orfila
Public Works Director
Date: 6/22/26

Attest:

Mario Maldonado, Jr.
City Secretary
Date:_____

Approved by:

Joseph Neeb
City Manager
Date:_____

Approved as to form:

Xavier A. Charles
Assistant City Attorney
Date:_____

CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY): 11/3/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1554402 ANDALE CONSTRUCTION INC. 3170 N. OHIO WICHITA KS 67219	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Admiral Insurance Company — 24856 INSURER C : Homesite Insurance Company of Florida — 11156 INSURER D : Tokio Marine Specialty Insurance Company — 23850 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22570212 **REVISION NUMBER:** XXXXXXX

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GLO0183143-09	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP0183144-09	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	UX000002027-09	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE PROD/COMP OPS	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0183142-09	10/1/2025	10/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	EXCESS LIABILITY	N	N	CXP-057245-00	10/1/2025	10/1/2026	$2,000,000 EACH OCCUR. / $2,000,000 AGG.	
D	POLLUTION LIABILITY			PPK2704565	1/1/2025	1/1/2026	$2,000,000 PER INCIDENT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP FY25-ENG-65 HIGH DENSITY MINERAL BOND-STREET MAINTENANCE PROJECT
CITY OF LAREDO IS ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY, POLLUTION AND EXCESS, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORKERS COMPENSATION, GENERAL LIABILITY, AUTO LIABILITY, POLLUTION AND EXCESS IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

22570212
CITY OF LAREDO
1110 HOUSTON ST.
LAREDO TX 78040

CANCELLATION See Attachments

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

Joseph M Agnello

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0183143-09	Effective date:10/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

   b. The ISO CG 20 37 (10/01 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph **1.a.** above;
   or
   (2) "Your work", with respect to Paragraph **1.b.** above,

   However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement;
   and
   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

   b. The ISO CG 20 37 (07/04 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part,

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf,

in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. 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.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1.Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2.Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP0183144-09	Effective Date: 10/1/2025

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**: The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

   (1) Overdue lease or loan payments at the time of the "loss";

   (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   (3) Security deposits not returned by the lessor;

   (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

   (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses
For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto". However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(4) Personal property owned by an "insured"; and

(5) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

   We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

   (a) Are the property of an "insured"; and

   (b) Are in a covered "auto" at the time of "loss".

   The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

3. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
4. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos:**

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

5. Breakdown;
6. Repair;
7. Servicing;
8. "Loss"; or
9. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:
This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(4) Any covered "auto" you lease, hire, rent or borrow; and

(5) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(6) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(7) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following: **4. Coverage Extensions**

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

A. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

B. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

WC 00 03 13
(Ed. 4-84)

MATERIALS ON HAND INVENTORY

Project: **RFP FY25-ENG-65**
High Density Mineral Bond - Street Maintenance Project
Contractor: **CONTRACTOR COMPANY NAME**
Estimate No. Retainage Invoice Dates: From 05/11/2026 to 06/15/2026

No.	Invoice No.	Vendor	Balance Last Period	Received Current	Placed Current	Balance
N/A						

Project Acceptance Requirements

Items required by The City of Laredo for Acceptance of the Project.

RFP FY25-ENG-65

Project Name: High Density Mineral Bond - Street Maintenance Project

Consultant: Engineering Department

Contractor: Andale Construction, Inc.

Date: 06/15/2026

REQUIRED ITEMS	SUBMITTED		RESUBMIT	COMMENTS
	YES	N/A		
Completion of Punch List	X			
Engineers / Architects Completion Report	X			
Affidavit of Payments of Debts & Claims & Release of Liens from the Contractor.	X			
Warranty Letter from the Contractor to the City of Laredo	X			
Warranty Statement Form	X			
Certificate of Occupancy from Building Development Services		X		
Legal Description & Physical Address		X		
Reproducible Record Drawings		X		
Electronic Record Drawings (CD with PDF files /ACAD)		X		
Final Payment Request	X			

FORM LETTER FOR CERTIFICATE OF WARRANTY
RFP FY25-ENG-65
High Density Mineral Bond - Street Maintenance Project

Mr.Eliud De Los Santos, P.E., City Engineer
City Engineer
City of Laredo
1110 Houston St.
Laredo, Texas 78040

DATE: 06/15/2026

Re: Warranty

Dear Mr. De Los Santos:
Andale Construction, 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,

CONTACT PERSON Peter J Molitor - President
CONTRACTOR COMPANY NAME Andale Construction, Inc.

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ KANSAS:

COUNTY OF SEDGWICK:

Before me, Notary Public for and in Sedgwick County, State of Kansas on this personally appeared Peter J Molitor - President 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 15th DAY OF June, 2026.

Jackie Bearden
Notary Public In and for Sedgwick County, State of Kansas

My Commission Expires: 03/28/2029

JACKIE BEARDEN
Notary Public - State of Kansas
My Appt. Expires 3-28-29

City of Laredo

Warranty Statement Form

RFP FY25-ENG-65

High Density Mineral Bond - Street Maintenance Project

Location: District I - VIII

Cost: $2,158,210.76 -

Contract/P.O. #: 0 FY25-ENG-65

Start Date: 03/01/2026

Council Acceptance:

Completion Date: 05/10/2026

Contractor/Sub-Contractor/Vendor Information

Name: Andale Construction, Inc

Address: 3170 N Ohio St Wichita, KS 67219

Contact Number: FY25-ENG-65

Email Address: jackie@andaleconstruction.com

Warranty Information

Coverage Type (Detail):

One (1) year guarantee on all mataerials and workmanship

Required Maintenance (Detail):

N/A

Manuals Received (if applicable): N/A

Expiration Date:

Copies Provided To:

Warranty Statement

We are the Andale Construction, Inc. contractor for the above indicated project. We guarantee out workmanship, equipment and materials to be free from defects for a period of One (1) Year from the completion date.

Signature: Peter J Molitor

Peter J Molitor - President

Date: 06/15/2026

For Warranty Management Office Use Only:

Entered into Warranty Management Tracker?

Entered By

Date Entered:

Warranty Management Acct # Assigned: