

**SUPPLEMENTARY CONDITIONS TO AIA A201-2017
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

PROJECT:

Webb County 1848 Fairgrounds & Pavilion Restaurant
7128 Saunders Street
Laredo, Texas 78043

OWNER:

Webb County, a political subdivision of the State of Texas
1000 Houston Street
Laredo, Texas 78040
Tel: (956) 523-4000

CONTRACTOR:

Leyendecker Construction of Texas, Inc., a Texas corporation
4220 Sanders Avenue
Laredo, Texas 78044
Tel: (956) 722-0531
Email: cortes@leycon.net

ARCHITECT

Slay Architecture, PLLC, a Texas professional limited liability company
Monica Guajardo, Principal Architect
9901 McPherson Road, Suite 104
Laredo, Texas 78045
Tel: (956) 791-0405

Article 1 General Provisions

§1.1.17 Owner's Event Schedule and Work Restrictions

The Contractor acknowledges that the Work involves renovations to operational facilities and must be executed in phases around the Owner's pre-scheduled events. The Contractor shall schedule and execute the Work in accordance with the Owner's Event Schedule and Architect's Phasing Plan (collectively, the "Phasing Plan"). The Phasing Plan is attached to and incorporated into the Contract Documents as **Exhibit J**. All Work shall be planned and executed to comply with the Phasing Document and any subsequent Owner directives regarding future events.

§1.2 Correlation and Intent of Contract Documents

§1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless it shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of its Proposal. NOTWITHSTANDING THE FOREGOING, THE PROVISIONS OF THE SUPPLEMENTARY CONDITIONS AND THE OWNER'S EVENT SCHEDULE SHALL TAKE PRECEDENCE OVER THE PROVISIONS OF THE GENERAL CONDITIONS, DRAWINGS,

FILED NOV. 24th 20 25 @ 430pm
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

OR SPECIFICATIONS TO THE EXTENT NECESSARY TO ENFORCE ANY RESTRICTION ON ACCESS, TIME, COST, OR WORK METHODS. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

Article 3: Contractor

§3.3.1.2 Contractor's Construction Schedule

Contractor shall provide Owner and Architect with a Work Schedule for use in coordination with Owner's operations and scheduling of Work. The Contractor shall perform the Work in accordance with the Phasing Plan. The Contractor shall coordinate all means, methods, techniques, sequences, and procedures of construction to minimize disruptions to the Owner's operations and scheduled events and to adhere to the Phasing Plan. Any interference caused by the Contractor's failure to adhere to the Phasing Plan shall be immediately corrected at the Contractor's sole cost and expense.

§3.10.1.2

The Contractor expressly acknowledges and agrees that compliance with the initial Phasing Plan and with any subsequent Owner direction regarding future events, including any required temporary cessation of Work, restrictions on site access shall be considered scope of Work under this Contract. The Contractor's schedule and operations shall be subordinate to Owner's event schedule and operations. Any conflicts or interference must be resolved in a manner that ensures the successful execution of the Owner's events.

Therefore, no such accommodation or adjustment shall constitute an excusable delay entitling the Contractor to an extension of the Contract Time, nor shall it constitute a compensable delay entitling the Contractor to an increase in the Contract Sum.

§3.13.6

Project sign will be located at Project entrance. Rendering for additional information to be included in the Project sign will be provided to the Contractor by the Architect. Owner shall provide final approval of Project sign.

§3.13.7

The Staging areas are marked in the Construction Documents. Owner requires that Contractor maintain a path available for when the Laredo International Fair and Exposition (LIFE Fair) in February, 2026. Contractor shall provide for temporary equipment storage on the northwest side of restaurant building for the construction of the restaurant building and the west side of the Pavilion Building.

Article 8: Time

§8.3.1.2 Owner Scheduled Events and Flexibility

The Contractor expressly acknowledges and agrees that the phasing and interruptions scheduled in the Phasing Plan are included in the Contract Time and do not constitute a delay and shall not be grounds for a claim for extension of time or increased compensation.

Article 10 Protections of Persons and Property

§10.2.3.1 Public and Event Safety

The Contractor shall maintain continuous, conspicuous, and secure separation between the Work area and all areas used by the Owner, its patrons, or the public. Traffic control is a critical element of this Project. The Contractor shall ensure secured fencing at all staging areas and ongoing construction areas and around the Restaurant throughout the month of February 2026 during the WBCA events. The Owner may require the Contractor to implement a specific, written safety and traffic control plan that details measures to protect attendees during scheduled events.

ACKNOWLEDGEMENT

The undersigned acknowledge that these Supplementary Conditions to the AIA A201-2017 have been reviewed and are incorporated into the Contract Documents referenced in in the Agreement (AIA A101-2017).

Webb County


Honorable Tano E. Tijerina
Webb County Judge

Date: _____

Leyendecker Construction of Texas, Inc.


Gary A. Leyendecker
President

Date: 11/20/25

ATTESTED:


Margie Ramirez Ibarra
Webb County Clerk

