

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of November 18 in the year 2025
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

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

THE OWNER:
(Name, legal status and address)

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

THE CONTRACTOR:
(Name, legal status and address)

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

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and

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MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

provide evidence of the coverage, required under this Article A.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. INTENTIONALLY DELETED.

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
Not Used	

§ A.2.3.1.2 Specific Required Coverages.

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
Not Used.	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2.1 of the General Conditions

§ A.2.3.1.4 INTENTIONALLY DELETED.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.2.1 have consented in writing to the replacement of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner may purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2.1 of the General Conditions, property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.3.2, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

INTENTIONALLY DELETED. *(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

☒	§ A.2.4.1 NOT USED
☒	§ A.2.4.2 Ordinance or Law Insurance, NOT USED
☒	§ A.2.4.3 Expediting Cost Insurance, NOT USED

- ☒ § A.2.4.4 Extra Expense Insurance, NOT USED
- ☒ § A.2.4.5 Civil Authority Insurance, NOT USED
- ☒ § A.2.4.6 Ingress/Egress Insurance, NOT USED
- ☒ § A.2.4.7 Soft Costs Insurance, NOT USED

§ A.2.5 Other Optional Insurance.

The Owner may purchase and maintain the insurance selected below.

(Select the types of insurance the Owner may purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

To be determined by Owner.

- ☒ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
To be determined by Owner.	

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) at least five business days after execution of the Contract documents and prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on all of Contractor's insurance policies, except Contractor's workers compensation insurance. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled, reduced, or restricted for any reason, other than nonpayment of premium, until at least 30 days' prior written notice of such cancellation, reduction, or restriction has been given to the Owner and Contractor. An additional certificate, policy, and endorsement evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment, as required by Section 9.10.2 of the 2017 AIA A201 General Conditions as amended for this Project, and thereafter upon renewal or replacement of such coverage. Information concerning reduction or restriction of coverage on account of revised limits or claims paid under the General Aggregate, or cancellation or expiration of the insurance, shall be furnished by written notice to the Owner from the Contractor within three business days of the date Contractor knew or should have known of the cancellation, reduction, or restriction. At least 30 calendar days prior to the date of expiration of any required insurance policy, Contractor shall provide Owner written notice of the impending expiration. In addition, Contractor shall also provide copies of all policies, declarations, and endorsements for such insurance to Owner as required by Section 11.0.2 of the 2017 AIA A201 General Conditions as amended for this Project.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. If the insurance required by this Section A.3.1 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions. For any claim made against the Contractor's policies of insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance, to be endorsed to include (1) the Owner, the Architect, and the Architect's

consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor and the Contractor's subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, in the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. (See also the insurance requirements included in Article 11 of the 2017 AIA A201 General Conditions as amended for this Project.) The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

Coverage for products/completed must be maintained for at least two (2) years after the construction has been completed.

The insurance required by this Section shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The limits of liability for such insurance shall be in at least the following amounts as specified below.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and

One Million Dollars (\$1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person, with a sublimit not less than \$1,000,000.00 for medical expenses per person for bodily injury, included within the limits noted above;
- .2 personal injury and advertising injury with a limit not less than \$1,000,000.00;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of the Work and out of completed operations, said coverage to be maintained for two years after Final Completion (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) and must include Completed Operations coverage for Contractor, its sub-contractors, and Owner; and
- .5 the Contractor's contractual liability, including but not limited to, indemnity obligations under Section 3.18 of the General Conditions; and
- .6 General Aggregate per Project endorsement.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed

operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering, hired, or any other vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than those stated below, per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

- | | | |
|----|------------------------------|----------------|
| .1 | Bodily Injury (per person) | \$1,000,000.00 |
| .2 | Bodily Injury (per accident) | \$1,000,000.00 |
| .3 | Property Damage | \$1,000,000.00 |

Webb County shall be named as an additional insured.

§ A.3.2.4 The Contractor may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.4.1 Umbrella Excess Liability coverages shall be in at least the following amounts:

- | | |
|----|-----------------------------------|
| .1 | \$9,000,000.00 each occurrence |
| .2 | \$9,000,000.00 annual aggregate |
| .3 | Aggregate Per Project Endorsement |

The Commercial Umbrella Liability policy must specifically include an annual aggregate limit for Products-Completed Operations of Nine Million Dollars (\$9,000,000.00) for a period of at least ten (10) years following Substantial Completion of the Work.

§ A.3.2.5 Workers' Compensation.

- | | | |
|----|-----------------------|---------------------------------------|
| .1 | State: | Statutory Benefits |
| .2 | Employer's Liability: | \$1,000,000.00 per accident |
| | | \$1,000,000.00 disease, policy limit |
| | | \$1,000,000.00 disease, each employee |

Contractor shall specifically endorse policy to provide a waiver of subrogation in favor of Webb County.

§ A.3.2.5.1 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Contractor's

employees providing services on a Project is required for the duration of the Project.

§ A.3.2.5.1.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

§ A.3.2.5.1.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ A.3.2.5.1.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ A.3.2.5.1.4 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ A.3.2.5.1.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ A.3.2.5.1.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ A.3.2.5.1.7 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ A.3.2.5.1.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ A.3.2.5.1.9 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ A.3.2.5.1.10 The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ A.3.2.5.1.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
- .2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

- .3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project; and
 - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- .7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ A.3.2.5.1.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ A.3.2.5.1.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ A.3.2.5.1.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 Texas Administrative Code § 110.110

§ A.3.2.6 NOT USED. Employers' Liability with policy limits not less than N/A (\$N/A) each accident, N/A (\$N/A) each employee, and N/A (\$ N/A) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 NOT APPLICABLE. If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim and TWO MILLION DOLLARS (\$ 2,000,000.00) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ A.3.2.11 NOT APPLICABLE.

§ A.3.2.12 NOT APPLICABLE.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

None.

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☒ **§ A.3.3.2.1** Builder's Risk Property insurance in the amount of the Contract Sum, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall disclose to the Owner the amount of any deductible, and the Contractor shall be responsible for losses within the deductible. The Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

.1 Builder's Risk. Unless otherwise provided Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the state of Texas builder's risk "all-risks" insurance or an equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis, including boiler and machinery insurance, Coverage, if not included in the base coverage, shall include coverage against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Final Completion (after Substantial Completion, by a "permission to occupy" endorsement); and thereafter, as provided herein, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Such coverage shall be primary coverage.

.2 Causes of Loss. The insurance required by this Section A.3.3.2.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

- No sub-limits are permitted unless approved by Owner prior to execution of Contract.
- .3 **Causes of Loss Sub-Limit.** Specific Required Coverages. The insurance required by this Section A.3.3.2.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
Builders Risk shall provide full coverage for the following, without sub-limits unless otherwise approved in writing by Owner
- .4 **Coverage Sub-Limit.** Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section A.3.3.2.1 or, if necessary, replace the insurance policy required under Section A.3.3.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- .5 **Adjustment of Loss.** The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work, with insurers, regardless of the purchaser of the insurance policy. The Contractor, upon receipt of proceeds, shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and, by appropriate agreements, shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, then replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.
- .7 **Insurance for Existing Structures.** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.3.2.1, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.
- .8 **Employee Theft or Dishonesty.** If this Builder's Risk policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Contractor shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner.
- .9 **Cancellation.** The insurance policies required by this Section A.3.3.2.1 shall contain a provision that coverages afforded under the policies will not be canceled for any reason, other than nonpayment of premium, or reduced or restricted due to a material change in coverage until at least 30 days' prior written notice of such cancellation or material change has been given to the Owner. Contractor shall provide Owner 30 days prior written notice of the expiration of any policy required by Section A.3.1.1.
- .10 **Construction Manager at Risk.** If Contractor is a Construction Manager at Risk, then, as specified in each Amendment, in a total amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum.
- .11 **Deductibles.** For any claim made against the builder's risk insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000.

[X] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than One Million

Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate, for Work within fifty (50) feet of railroad property.

- [X] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [X] **§ A.3.3.2.4 INTENTIONALLY DELETED**

- [X] **§ A.3.3.2.5 INTENTIONALLY DELETED.**

- [X] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

None.

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, subject to the requirements of A201-2017, Article 11.1.2.1, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$6,275,900.00
Performance Bond	\$6,275,900.00

The form of Payment and Performance Bonds shall be subject to the requirements of Texas law current as of the date of this Agreement.

§ A.3.5 Supplemental Contractor Insurance Requirements

Contractor shall specifically endorse applicable insurance policies as follows:

1. Webb County shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All Liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of Webb County shall be contained in the Workers Compensation, Builders Risk, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that Webb County will receive at least thirty- (30) but preferably sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name Webb County as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractors may maintain reasonable and customary deductibles, subject to approval by Webb County.

9. Insurance must be purchased from insurers that are financially acceptable to Webb County, but at a minimum

A-:VIII in the latest *A. M. Best* publication.

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:32:55 CST on 11/07/2025.

Changes to original AIA text

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the
day of November in the year 2025

PAGE 2

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, ~~upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3.~~ The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

§ A.2.3 Required Property Insurance

~~§ A.2.3.1 Unless~~§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

~~§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub limits, if any, are as follows:~~INTENTIONALLY DELETED.

~~§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as~~

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to Webb County.
3. A copy of all required endorsements are to be provided along with the certificate(s) of insurance.

Upon request, Contractor shall furnish Webb County with certified copies of all insurance policies. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

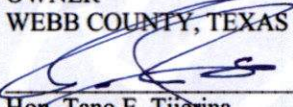
ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

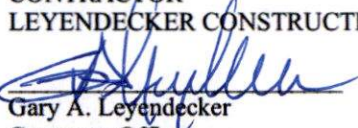
See A201-2017, Article 11

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

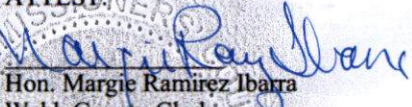
OWNER
WEBB COUNTY, TEXAS


Hon. Tano E. Tijerina
Webb County Judge

CONTRACTOR
LEYENDECKER CONSTRUCTION OF TEXAS, INC.


Gary A. Leyendecker
Corporate Officer

ATTEST:


Hon. Margie Ramirez Ibarra
Webb County Clerk

a result of such insured loss, including claim preparation expenses. Sub limits, if any, are as follows: **A.2.3.1.2 Specific Required Coverages.**

~~§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2.1 of the General Conditions.~~

~~§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~ **INTENTIONALLY DELETED.**

~~§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.~~ The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.2.1 have consented in writing to the ~~continuance~~replacement of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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~~§ A.2.3.3 Insurance for Existing Structures~~

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner ~~shall~~ may purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2.1 of the General Conditions, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.4.2, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

~~§ A.2.4 Optional Extended Property Insurance.~~

~~The Owner shall purchase and maintain the insurance selected and described below.~~

INTENTIONALLY DELETED. (Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

~~[] NOT USED~~ ~~§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.~~
~~[] NOT USED~~

~~[] NOT USED~~ ~~§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.~~
~~[] NOT USED~~

~~[] NOT USED~~ ~~§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.~~
~~[] NOT USED~~

~~[] NOT USED~~ ~~§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.~~

- ☐ ~~§ A.2.4.5 Civil Authority Insurance~~, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ ~~§ A.2.4.6 Ingress/Egress Insurance~~, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ ~~§ A.2.4.7 Soft Costs Insurance~~, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.
- ~~§ NOT USED~~

☐ ~~NOT USED~~ § A.2.4.5 Civil Authority Insurance, NOT USED

☐ ~~NOT USED~~ § A.2.4.6 Ingress/Egress Insurance, NOT USED

☐ ~~NOT USED~~ § A.2.4.7 Soft Costs Insurance, NOT USED

§ A.2.5 Other Optional Insurance.

The Owner ~~shall~~may purchase and maintain the insurance selected below.

(Select the types of insurance the Owner ~~is required to~~ may purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☒ ~~§ A.2.5.1 Cyber Security Insurance~~ for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
- ☒ § A.2.5.2 Other Insurance

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~~§ A.3.1 General~~

~~§ A.3.1.1 Certificates of Insurance.~~ The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) at least five business days after execution of the Contract documents and prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on ~~the~~all of Contractor's Commercial General Liability and excess or umbrella liability policy or policies insurance policies, except Contractor's workers compensation insurance. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled, reduced, or restricted for any reason, other than nonpayment of premium, until at least 30 days' prior written notice of such cancellation, reduction, or restriction has been given to the Owner and Contractor. An additional certificate, policy, and endorsement evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment, as required by Section 9.10.2 of the 2017 AIA A201 General Conditions as amended for this Project, and thereafter upon renewal or replacement of such coverage. Information concerning reduction or restriction of coverage on account of revised limits or claims paid under the General Aggregate, or cancellation or expiration of the insurance, shall be furnished by written notice to the Owner from the Contractor within three business days of the date Contractor knew or should have known of the cancellation, reduction, or restriction. At least 30 calendar days prior to the date of expiration of any required insurance policy, Contractor shall provide Owner written notice

of the impending expiration. In addition, Contractor shall also provide copies of all policies, declarations, and endorsements for such insurance to Owner as required by Section 11.0.2 of the 2017 AIA A201 General Conditions as amended for this Project.

§-A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. If the insurance required by this Section A.3.1 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions. For any claim made against the Contractor's policies of insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000.

§-A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance, to be endorsed to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§-A.3.2 Contractor's Required Insurance Coverage

§-A.3.2.1 The Contractor and the Contractor's subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, in the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. (See also the insurance requirements included in Article 11 of the 2017 AIA A201 General Conditions as amended for this Project.) The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below.~~

Coverage for products/completed must be maintained for at least two (2) years after the construction has been completed.

PAGE 5

~~(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)~~

§-

The insurance required by this Section shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The limits of liability for such insurance shall be in at least the following amounts as specified below.

§ A.3.2.2 Commercial General Liability

§-A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy

limits of not less than ~~(\$—One Million Dollars (\$1,000,000.00))~~ each occurrence, ~~(\$—Two Million Dollars (\$2,000,000.00))~~ general aggregate, and ~~(\$—~~

One Million Dollars (\$1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person, with a sublimit not less than \$1,000,000.00 for medical expenses per person for bodily injury, included within the limits noted above;
- .2 personal injury and advertising injury with a limit not less than \$1,000,000.00;
- .4 bodily injury or property damage arising out of the Work and out of completed operations, said coverage to be maintained for two years after Final Completion (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) and must include Completed Operations coverage for Contractor, its sub-contractors, and Owner; and
- .5 the Contractor's contractual liability, including but not limited to, indemnity obligations under Section 3.18 of the General Conditions; and
- .6 General Aggregate per Project endorsement.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

§ A.3.2.3 Automobile Liability covering, hired, or any other vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ~~(\$—)~~ those stated below, per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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~~§—~~

- | | | |
|-----------|-------------------------------------|-----------------------|
| <u>.1</u> | <u>Bodily Injury (per person)</u> | <u>\$1,000,000.00</u> |
| <u>.2</u> | <u>Bodily Injury (per accident)</u> | <u>\$1,000,000.00</u> |
| <u>.3</u> | <u>Property Damage</u> | <u>\$1,000,000.00</u> |

Webb County shall be named as an additional insured.

§ A.3.2.4 The Contractor may not achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, ~~provided such primary and. In no event shall any excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ A.3.2.4.1 Umbrella Excess Liability coverages shall be in at least the following amounts:

- .1 \$9,000,000.00 each occurrence
- .2 \$9,000,000.00 annual aggregate
- .3 Aggregate Per Project Endorsement

The Commercial Umbrella Liability policy must specifically include an annual aggregate limit for Products-Completed Operations of Nine Million Dollars (\$9,000,000.00) for a period of at least ten (10) years following Substantial Completion of the Work.

§ A.3.2.5 Workers' Compensation.

- | | | |
|-----------|------------------------------|---|
| <u>.1</u> | <u>State:</u> | <u>Statutory Benefits</u> |
| <u>.2</u> | <u>Employer's Liability:</u> | <u>\$1,000,000.00 per accident</u>
<u>\$1,000,000.00 disease, policy limit</u>
<u>\$1,000,000.00 disease, each employee</u> |

Contractor shall specifically endorse policy to provide a waiver of subrogation in favor of Webb County.

§ A.3.2.5.1 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

§ A.3.2.5.1.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

§ A.3.2.5.1.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ A.3.2.5.1.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ A.3.2.5.1.4 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

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§ A.3.2.5.1.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ A.3.2.5.1.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ A.3.2.5.1.7 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ A.3.2.5.1.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ A.3.2.5.1.9 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ A.3.2.5.1.10 The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

~~§ A.3.2.5 Workers' Compensation at statutory limits.~~ 1.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project;

~~§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$)~~ .2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

- .3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

- .4 Obtain from each other person with whom it contracts, and provide to the Contractor:

- .1 A certificate of coverage, prior to the other person beginning work on the Project; and
- .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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- .7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ A.3.2.5.1.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ A.3.2.5.1.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ A.3.2.5.1.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 Texas Administrative Code § 110.110

§ A.3.2.6 NOT USED. Employers' Liability with policy limits not less than N/A (\$N/A) each accident, N/A (\$N/A) each employee, and N/A (\$N/A) policy limit.

§-A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks-

§-A.3.2.8 NOT APPLICABLE. If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$-N/A) per claim and N/A (\$-N/A) in the aggregate.

§-A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ~~(\$-ONE MILLION DOLLARS~~ (\$1,000,000.00) per claim and ~~(\$-TWO MILLION DOLLARS~~ (\$ 2,000,000.00) in the aggregate.

§-A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~(\$-Two Million Dollars~~ (\$ 2,000,000.00) per claim and ~~(\$-Three Million Dollars~~ (\$ 3,000,000.00) in the aggregate.

§-A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$-) per claim and (\$-) in the aggregate.~~NOT APPLICABLE.~~

§-A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$-) per claim and (\$-) in the aggregate.~~NOT APPLICABLE.~~

§-A.3.3 Contractor's Other Insurance Coverage

§-A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

§-A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

- [X] ~~§ A.3.3.2.1 Builder's Risk Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3 amount of the Contract Sum, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner Contractor shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:~~

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] ~~§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.~~
- [] ~~§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials.~~
- [] ~~§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all risks" completed value form.~~
- [] ~~§ A.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.~~

[] ~~§~~

.1 **Builder's Risk.** Unless otherwise provided Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the state of Texas builder's risk "all-risks" insurance or an equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis, including boiler and machinery insurance. Coverage, if not included in the base coverage, shall include coverage against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Final Completion (after Substantial Completion, by a "permission to occupy" endorsement); and thereafter, as provided herein, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Such coverage shall be primary coverage.

.2 **Causes of Loss.** The insurance required by this Section A.3.3.2.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sublimits, if any, are as follows:

No sub-limits are permitted unless approved by Owner prior to execution of Contract.

- .3 Causes of Loss Sub-Limit.** Specific Required Coverages. The insurance required by this Section A.3.3.2.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

PAGE 10

Builders Risk shall provide full coverage for the following, without sub-limits unless otherwise approved in writing by Owner

- .4 Coverage Sub-Limit.** Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section A.3.3.2.1 or, if necessary, replace the insurance policy required under Section A.3.3.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

- .5 Adjustment of Loss.** The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work, with insurers, regardless of the purchaser of the insurance policy. The Contractor, upon receipt of proceeds, shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and, by appropriate agreements, shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, then replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

- .7 Insurance for Existing Structures.** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.3.2.1, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

- .8 Employee Theft or Dishonesty.** If this Builder's Risk policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Contractor shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner.

- .9 Cancellation.** The insurance policies required by this Section A.3.3.2.1 shall contain a provision that coverages afforded under the policies will not be canceled for any reason, other than nonpayment of premium, or reduced or restricted due to a material change in coverage until at least 30 days' prior written notice of such cancellation or material change has been given to the Owner. Contractor shall provide Owner 30 days prior written notice of the expiration of any policy required by Section A.3.1.1.

- .10 Construction Manager at Risk.** If Contractor is a Construction Manager at Risk, then, as specified in each Amendment, in a total amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum.

.11 Deductibles. For any claim made against the builder's risk insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000.

[X] **§ A.3.3.2.2 Railroad Protective Liability Insurance.** with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate, for Work within fifty (50) feet of railroad property.

[X] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance.** with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[N/A] **§ A.3.3.2.4 INTENTIONALLY DELETED**

[N/A] **§ A.3.3.2.5 INTENTIONALLY DELETED.**

PAGE 11

[N/A] **§ A.3.3.2.6 Other Insurance**

None.

~~§ A.3.4. Performance Bond and Payment Bond~~

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, subject to the requirements of A201-2017, Article 11.1.2.1, as follows:

Type	Penal Sum (\$0.00)
Payment Bond	<u>\$6,275,900.00</u>
Performance Bond	<u>\$6,275,900.00</u>

The form of Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement subject to the requirements of Texas law current as of the date of this Agreement.

§ A.3.5 Supplemental Contractor Insurance Requirements

Contractor shall specifically endorse applicable insurance policies as follows:

1. Webb County shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All Liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of Webb County shall be contained in the Workers Compensation, Builders Risk, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that Webb County will receive at least thirty- (30) but preferably sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name Webb County as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractors may maintain reasonable and customary deductibles, subject to approval by Webb County.
9. Insurance must be purchased from insurers that are financially acceptable to Webb County, but at a minimum
A-VIII in the latest A. M. Best publication.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to Webb County.

PAGE 12

3. A copy of all required endorsements are to be provided along with the certificate(s) of insurance.

Upon request, Contractor shall furnish Webb County with certified copies of all insurance policies. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

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

OWNER

WEBB COUNTY, TEXAS

Hon. Tano E. Tijerina

Webb County Judge

ATTEST:

Hon. Margie Ramirez Ibarra

Webb County Clerk

CONTRACTOR

LEYENDECKER CONSTRUCTION OF TEXAS, INC.

Gary A. Leyendecker

Corporate Officer

Variable Information

Additions and Deletions Report for AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:32:55 CST on 11/07/2025 under Subscription No.20250152303 which expires on 08/11/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (690e575bf373acb8fa9203a0)

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of November in the year 2025

Webb County 1848 Fairgrounds & Pavilion Restaurant

7128 Saunders Street

Laredo, Texas 78043

Webb County, a political subdivision of the State of Texas

1000 Houston Street

Laredo, Texas 78040

Tel: (956) 523-4000

Leyendecker Construction of Texas, Inc., a Texas corporation

4220 Sanders Avenue

Laredo, Texas 78044

Tel: (956) 722-0531

Email: cortes@leycon.net

PAGE 2

Causes of Loss
Not Used

Sub-Limit

Coverage
Not Used.

Sub-Limit

PAGE 3

[NOT USED] - ~~§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.~~
[] — § NOT USED

[NOT USED] ~~§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.~~
[] — § NOT USED

[NOT USED] ~~§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.~~
[] — § NOT USED

[NOT USED] § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§- NOT USED

[NOT USED] § A.2.4.5 Civil Authority Insurance, NOT USED

[NOT USED] § A.2.4.6 Ingress/Egress Insurance, NOT USED

[NOT USED] § A.2.4.7 Soft Costs Insurance, NOT USED

[-X] §-A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

To be determined by Owner.

[X] §-A.2.5.2 Other Insurance

PAGE 4

Coverage	Limits
<u>To be determined by Owner.</u>	

PAGE 8

§ A.3.2.6 NOT USED. Employers' Liability with policy limits not less than N/A (\$N/A) each accident, N/A (\$N/A) each employee, and N/A (\$ N/A) policy limit.

None.

PAGE 9

[X] §-A.3.3.2.1 Builder's Risk Property insurance of in the same type and scope satisfying the requirements identified in Section A.2.3 amount of the Contract Sum, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner Contractor shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

PAGE 11

[N/A] § A.3.3.2.6 Other Insurance

Type	Penal Sum (\$0.00)
Payment Bond	<u>\$6,275,900.00</u>
Performance Bond	<u>\$6,275,900.00</u>

PAGE 12

See A201-2017, Article 11

PAYMENT BOND

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 108357106

KNOW ALL BY THESE PRESENTS, That we, Leyendecker Construction of Texas, Inc. , as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto Webb County, 1000 Houston Street, Laredo, TX 78040, as Oblige, in the sum of Six Million Two Hundred Seventy Five Thousand Nine Hundred U.S. Dollars (\$6,275,900.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Oblige, dated November 18, 2025, for Webb County 1848 Fairgrounds & Pavilion Restaurant ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than Oblige having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.

2. Principal and Surety hereby jointly and severally agree with Oblige that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Oblige shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any Claimant:

a. After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and

b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.

5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this 18 day of November, 2025.

Leyendecker Construction of Texas, Inc.
(Principal)

By: _____

(Gary A. Leyendecker, Corp. Officer)

Travelers Casualty and Surety Company of America

By: _____

Melissa Wade, Attorney-in-Fact



**PERFORMANCE
BOND**

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 108357106

KNOW ALL BY THESE PRESENTS, That we, Leyendecker Construction of Texas, Inc. , as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto Webb County, 1000 Houston Street, Laredo, TX 78040 , as Oblige, in the sum of Six Million Two Hundred Seventy Five Thousand Nine Hundred Dollars (\$6,275,900.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Oblige dated November 18, 2025 for Webb County 1848 Fairgrounds & Pavilion Restaurant ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Oblige to be in default under the Contract for failing to perform the Construction Work; and Oblige has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Oblige, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Oblige and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Oblige and, as soon as practicable after the amount is determined, tender payment therefor to the Oblige; or (b) Deny liability in whole or in part and notify the Oblige citing reasons therefor.
4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Oblige pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Oblige such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Oblige, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Oblige under the Contract and any amendments thereto, less the amounts properly paid by Oblige to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.
5. Any suit by Oblige under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased

performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

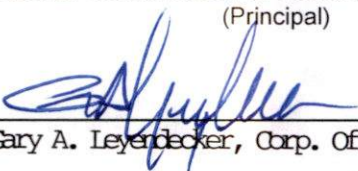
6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligee.

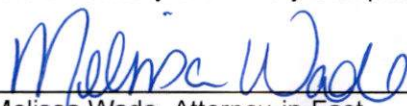
8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

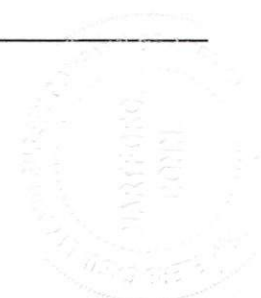
Signed this 18 day of November , 2025.

Leyendecker Construction of Texas Inc.
(Principal)

By: 
(Gary A. Leyendecker, Corp. Officer)

Travelers Casualty and Surety Company of America

By: 
Melissa Wade, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

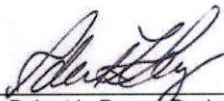
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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.

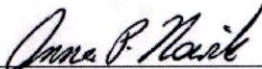
By: 
Robert L. Raney, Senior Vice President

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

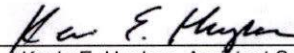
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **18** day of **November**, 20**20**




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)
11/18/2025

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
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

LEYECON-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD FIRE IN CO	19682
INSURER B: TRUMBULL INS CO	27120
INSURER C: HARTFORD CAS INS CO	29424
INSURER D: Texas Mutual Insurance Co	22945
INSURER E: Tokio Marine Specialty	23850
INSURER F: Associated Industries Insurance	23140

COVERAGES

CERTIFICATE NUMBER: 1857108647

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:			65UEABN6MNU	3/4/2025	3/4/2026	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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			65UEABN6MP0	3/4/2025	3/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$ 10,000			65RHABN6RPR XSA1228451-02 HO25EXCZ0K3A7IC EX-0Y771962-25-NF	3/4/2025 3/4/2025 3/4/2025 3/4/2025	3/4/2026 3/4/2026 3/4/2026 3/4/2026	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$
D	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	3/4/2025	3/4/2026	☒ 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
E	Contractors Pollution			PPK2625771-002	11/15/2025	11/15/2026	Per Incident Aggregate 1,000,000 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. Colony Insurance Company (NAIC # 39993) Policy # AR6461932 provides \$15,000,000 Excess of \$35,000,000 Excess Limit of Liability to complete the \$50,000,000 Excess Liability tower total.
Project: Webb County 1848 Fairgrounds & Pavilion Restaurant
Value: \$6,275,900
Start Date 11/18/2025

CERTIFICATE HOLDER

CANCELLATION

Webb County
1000 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

[Signature]



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/18/2025

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.

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: info@gsminsurors.com
ADDRESS:
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: 396472737

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
	PROPERTY	DEDUCTIBLES				BUILDING	\$
	CAUSES OF LOSS	BUILDING				PERSONAL PROPERTY	\$
	BASIC					BUSINESS INCOME	\$
	BROAD	CONTENTS				EXTRA EXPENSE	\$
	SPECIAL					RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
							\$
							\$
	X INLAND MARINE	TYPE OF POLICY				X Builders Risk	\$ \$25,000,000
	CAUSES OF LOSS	Builder's Risk					\$
	NAMED PERILS	POLICY NUMBER					\$
A		6607654R612		3/4/2025	3/4/2026		\$
	CRIME						\$
	TYPE OF POLICY						\$
							\$
	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 II Counties.

Project: Webb County 1848 Fairgrounds & Pavilion Restaurant

Value: \$6,275,900

Start Date 11/18/2025

CERTIFICATE HOLDER

CANCELLATION

Webb County
1000 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

[Signature]