



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

Topic: Approval of First Amendment to Design Build Contract between United ISD and Design Builder Leyendecker Construction of Texas for RFQ 028-2015 Aquatic Center

Submitted by: Ms. Cordelia Flores-Jackson / Mr. Ignacio Alaniz **of:** Purchasing / Construction Department

Approved for transmittal to school board: July 18, 2018

Procurement Recommendation:

Administration recommends approval of attached First Amendment to Design Build Contract between United Independent School District and Leyendecker Construction of Texas for the Design and Construction of the Aquatic Center. The Amendment is to increase the Design Fee by \$64,685.75 to **\$894,685.75** which includes a Contingency Allowance of **\$50,000.00**.

Rationale:

Staff has complied with all applicable federal, state and local purchasing policies and procedures in obtaining pricing information for the items listed above.

Budgetary Information:

Design budget not to exceed \$894,685.75 which will be included in the final Guaranteed Maximum Price that will be brought to the Board at a later date.

Board Policy Reference and Compliance

CV Legal – Facilities Construction

CV Local – Facilities Construction

CVE Legal - Facilities Construction - Design Build

Texas Government Code 2267

**FIRST AMENDMENT TO THE CONTRACT FOR
DESIGN-BUILD SERVICES
FOR THE CONSTRUCTION OF THE AQUATIC CENTER
BETWEEN THE UNITED INDEPENDENT SCHOOL DISTRICT
AND
LEYENDECKER CONSTRUCTION OF TEXAS, INC.**

This First Amendment to Design-Build Contract is entered into this 18th day of July, 2018, by and between the United Independent School District (“UISD” or “Owner”), a political subdivision of the State of Texas, and Leyendecker Construction of Texas, Inc. (“Design-Builder”), a for profit Texas Corporation.

RECITALS

WHEREAS, on November 15, 2015, UISD and Design Builder entered into a contract pursuant to a “Design Build Contract” between Owner and Design Builder (“Contract”); and

WHEREAS, the purpose of the Contract was to set the terms and conditions pursuant to which the Design Builder is to undertake the design and construction of an Aquatic Center for Owner; and

WHEREAS, the Owner, pursuant to Article 10(A) of the Contract, set as its fee for design services for the Project at EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$830,000.00), which said amount included a FIFTY THOUSAND DOLLARS (\$50,000.00) design contingency allowance for the Aquatic Center based on an overall construction budget of THIRTEEN MILLION THREE HUNDRED THOUSAND DOLLARS (\$13,300,000.00); and

WHEREAS, pursuant to Article 5(D) of the Contract, Design-Builder has submitted its Design Fee for the Design Services for the Aquatic Center at EIGHT HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$894,685.75) which includes a FIFTY-THOUSAND DOLLARS (\$50,000.00) contingency and reflects an increase in design fees under the contract budget by SIXTY-FOUR THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$64,685.75), which said design fee is incorporated into the Contract as **Exhibit “D”** and which is attached and incorporated to this Contract amendment for all intensive purposes; and

NOW, THEREFORE, the parties agree to amend the Contract as follows:

Section 1. That the facts and recitations contained in the Recitals of this Contract Amendment are hereby found and declared to be true and correct and are incorporated into this contract amendment.

Section 2. Pursuant to Article 27 of the Design-Build Contract, Owner and Design Builder desire to amend the Design-Build Contract in order to finalize the Design Fee for the Aquatic Center at an amount not to exceed EIGHT-HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS AND SEVENTY FIVE CENTS (\$894,685.75), which

said design fee includes a FIFTY-THOUSAND DOLLAR (\$50,000.00) design contingency, and which said Design Fee is more specifically set out in the attached **Exhibit “D.”**

Section 4. All of the terms and conditions of the Contract not modified by this First Amendment shall remain in full force and effect.

Executed to be effective as of the later date set below:

UNITED INDEPENDENT SCHOOL DISTRICT

Roberto J. Santos

Title: Superintendent of Schools

Date: _____

LEYENDECKER CONSTRUCTION OF TEXAS, INC.

Gary A. Leyendecker

Title: President

Date: _____

**LEYENDECKER CONSTRUCTION OF TEXAS, INC.
CONSTRUCTORS AND ENGINEERS**

LAREDO, TEXAS 78041

TELEPHONE (956)-722-0531
FAX (956)-722-8215

P. O. BOX 1827
4220 SANDERS

CONTINGENCY ALLOWANCE EXPENDITURE AUTHORIZATION

Project: **UISD Aquatic Center**

Authorization No. **1**

Architect's Project No.

Date **6/19/2018**

Attention: **Mr. Enrique Rangel, P. E.**

You hereby authorize us to perform the following items of work and to adjust the allowance sum accordingly, as indicated below.
This is not a change order and does not modify the contract amount.

The following items are herein accepted by the United Independent School District:
Additional fees associated with scope modifications as requested by UISD

IT design	\$ 15,800.00
Building envelope changes	\$ 35,780.00
Pool deck modifications	\$ 14,000.00
Road realignment	\$ 31,355.75
Civil Engineer re-assignment	\$ 17,750.00

	Starting Balance	Proposed cost	Total	\$ 114,685.75
			Ending Balance	
DESIGN CONTINGENCY ALLOWANCE	\$ 50,000.00	\$ 114,685.75	\$ (64,685.75)	
			\$ -	

ALLOWANCE BALANCE \$ (64,685.75)

Original Contract Sum	\$ 830,000.00
Original allowance amount in contract sum	\$ 50,000.00
Allowance Expenditures prior to this authorization	\$ -
Allowance balance prior to this authorization	\$ 50,000.00
Allowance sum will be decreased by this authorization	\$ 114,685.75
Net allowance balance	\$ (64,685.75)

Renee Cortes, Jr.

DESIGN BUILD FIRM: Leyendecker Construction, Inc.

Date

Owner/Owner Representative: UNITED INDEPENDENT SCHOOL DISTRICT

Date