



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

Topic: Approval of Third Supplemental Agreement to the Contract for Design Build Services for the Construction of Seven Elementary Schools Between United Independent School District & Leyendecker Construction, Inc. Amendment of GMP Increase to Elementary School #27 (Veterans Memorial Elementary School)

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

Approved for transmittal to school board: June 15, 2015

Procurement Recommendation:

The Administration recommends approval of the Third Supplemental Agreement to the Contract for Design Build Services for the Construction of Seven Elementary Schools Between United Independent School District & Leyendecker Construction, Inc.. This is an Amendment consisting of a GMP Increase for Elementary School #27 (Veterans Memorial Elementary School) in the amount of \$164,185.93. Please see attached exhibit with cost breakdown and additional information.

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:

2013 Phase I Bond Proceeds: Budget Amount for Elementary School #27: \$164,185.93

Board Policy Reference and Compliance

CV Legal – Facilities Construction

Texas education code 44.031, 44.035, 44.036, and 44.039

**THIRD SUPPLEMENTAL AGREEMENT TO THE CONTRACT FOR
DESIGN-BUILD SERVICES
FOR THE CONSTRUCTION OF SEVEN ELEMENTARY SCHOOLS
BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND
LEYENDECKER CONSTRUCTION, INC.**

This Third Supplemental Agreement is entered into this 6th day of May by and between the UNITED INDEPENDENT SCHOOL DISTRICT ("OWNER"), a political subdivision of the State of Texas, acting through its Board of Trustees, 201 Lindenwood, Laredo, Texas 78045, and LEYENDECKER CONSTRUCTION, INC. ("DESIGN-BUILDER"), 4220 Sanders, Laredo, Texas 78044.

RECITALS

WHEREAS, on June 2, 2014, OWNER and DESIGN-BUILDER entered into a contract entitled "Design/Build Contract between Owner and Design/Builder, for the Construction of five (5) new elementary schools and two replacement elementary schools ("Contract"); and

WHEREAS, the purpose of the Contract is to set forth the terms and conditions pursuant to which the Design/Builder is to undertake the architectural, civil engineering design involving the streets and right-of-ways to be undertaken along with the construction of the five (5) new elementary schools and two replacement elementary schools ("Project"); and

WHEREAS, OWNER and DESIGN-BUILDER desire to allow for changes in the Work (i.e. Work Order) under the Design/Build Contract as provided for and allowed under Article 7 of the "General and Supplemental Conditions for Building Construction" to the Contract.

NOW, THEREFORE, the OWNER and DESIGN BUILDER agree to enter into a Third Supplemental Agreement for a Change in the Work pursuant to Article 7, section 7.2, of the "General and Supplemental Conditions for Building Construction" of the Contract and affecting Elementary School Number 27 located in Cielito Lindo Subdivision in Laredo, Webb County, Texas, as follows:

Section 1. Changes in the Work. As provided under Article 7, section 7.2, of the "General and Supplemental Conditions for Building Construction," OWNER AND DESIGN-BUILDER agree to changes in the Work ("Work Order") affecting "Elementary School Number 27" located in the Cielito Lindo Subdivision, Laredo, Webb County, Texas and where said changes in said Work are set out in Exhibit "A" which is attached and incorporated and made part of this Third Supplemental Agreement to the Contract. The Scope of the Changes in the Work affect: (1) off site utility improvements, (2) on site utility improvements, and (3) providing additional kitchen equipment to said elementary school 27. The Guaranteed Maximum Price for Elementary School 27 will be increased by this Third -Supplemental Agreement in the amount of ONE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS NINETY-THREE CENTS (\$164,185.93).

Section 2. Fee. The changes in the Work as set out in Exhibit "A" by Design Builder shall not exceed ONE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS NINETY-THREE CENTS (\$164,185.93). Said amount will be paid to DESIGN-BUILDER from the construction contingency allowance set aside by the school district under the Contract.

Section 3. All of the terms and conditions of the original CONTRACT and not modified by this Third Supplemental Agreement shall remain in full force and effect.

Section 4. OWNER and DESIGN-BUILDER both acknowledge that OWNER is not prohibited from entering into an agreement for the design, construction, or renovation of improvements to real property not owned by the OWNER if the improvements benefits real property owned by OWNER which said benefit includes the design, construction, or renovation of roads, streets, sidewalks, crosswalks, utilities, and drainage improvements that serve or benefit the real property owned by the school district as provided and allowed under state law (Texas Education Code section 11.168(b)).

WITNESS THE EXECUTION HEREOF ON the day and year first written above.

OWNER:

DESIGN-BUILDER:

Roberto J. Santos
Superintendent of Schools
United Independent School District

Gary A. Leyendecker, President
Leyendecker Construction, Inc.

LEYENDECKER CONSTRUCTION, INC.
CONSTRUCTORS AND ENGINEERS

LAREDO, TEXAS 78041

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

P. O. BOX 1827
4220 SANDERS

29-Apr-15
UISD Elementary No. 27
C/O Mr. Enrique Rangel, P. E., Assistant Superintendent
C/O Mr. Ignacio Alaniz, Construction Director
C/O Mr. Ernesto Castillo Mena, P. E.
3501 East Saunders
Laredo, Texas 78040

Elementary School No. 27
Proposed Change Order
Utilities and Kitchen Equipment

DESCRIPTION

Provide all required labor, materials, equipment, and supervision for additional off site utilities per attached proposal from MTZ Construction	\$ 65,327.06
Provide all required labor, materials, equipment, and supervision for additional on site utilities per attached proposal from MTZ Construction	\$ 21,912.00
Provide additional kitchen equipment per review by food service personnel as indicated on attached kitchen equipment list/pricing	\$ 60,251.00
Subtotal	\$ 147,490.06
GC fee at 10%	\$ 14,749.01
Subtotal	\$ 162,239.07
Bond Cost 1.20%	\$ 1,946.87
Total	\$ 164,185.93

Thank you.

Sincerely,

Renee Cortes, Jr.

Renee Cortes, Jr.
encl

cc: P.A. Leyendecker, job file

Exhibit "A"