
Meeting Date: December 4, 2018
Staff Contact: Hobert Warren, Field Division Manager

TITLE: C-18-41 – Approving Supplemental Agreement with Highway Supply, LLC for Barricade Services

ACTION: Recommend Approval

SUMMARY:

The Albuquerque Bernalillo County Water Utility Authority (Water Authority) has contracted traffic control services with Highway Supply, LLC to establish safe work zones for Water Authority employees working in the right-of-way. This second supplemental agreement will continue to ensure safe and responsive methods to serve the public, while performing routine and emergency repairs.

The scope of work performed under this contract provides the Water Authority with all the applicable Barricade and Traffic Control Plan permits, approved traffic control devices, 24-hour emergency service, add-ons, resets, delivery and pick-ups, which allows the Water Authority employees to perform routine and emergency repairs and maintenance in principal arterial, minor arterial, and collector streets as identified by the Long Range Roadway System map for the Albuquerque Urban Area published by the Middle Rio Grande Council of Governments

FISCAL IMPACT:

The increase will add \$4,500,000 (including all taxes) to the originally approved amount of the price agreement, for which some of the amounts have already been expended and all amounts have already been appropriated in the FY19 budget.

**SECOND SUPPLEMENTAL AGREEMENT
ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY
AND
HIGHWAY SUPPLY, LLC**

THIS SECOND SUPPLEMENTAL AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, NM 87103-0568 (hereinafter referred to as the "Water Authority"), and Highway Supply, LLC, a New Mexico limited liability corporation located at 6221 Chappell Rd NE, Albuquerque, NM 87107 (hereinafter referred to as the "Contractor").

In consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Section 2, Time of Performance, of the Original Agreement is hereby amended to read as follows:

Time of Performance. Services of the Contractor shall commence October 1, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by September 30, 2021. This Agreement may be extended upon written agreement of the parties.

2. Section 3A, Compensation, of the Original Agreement is hereby amended to read as follows:

A. Compensation. For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of **Eight Million Seven Hundred Eighty-Three Thousand Four Hundred Fifty-Three Dollars and 67/100 (\$8,783,453.67)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

3. Except as herein expressly amended, the terms and conditions of the Original Agreement, and any prior supplements, shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this Second Supplemental Agreement, in which event, the terms and conditions of this Second Supplemental Agreement shall control.

4. This Second Supplemental Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Second Supplemental Agreement as of the date of the last signature entered below.

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

**CONTRACTOR: HIGHWAY SUPPLY,
LLC**

Approved By:

Mark S. Sanchez, Executive Director

Date: _____

John M. Stomp III, P.E.
Chief Operating Officer

Date: _____

Reviewed by:

Peter S. Auh, General Counsel

Date: _____

By: _____

Print: _____

Title: _____

Date: _____