
Meeting Date: May 22, 2019

Staff Contact: John M. Stomp III, P.E., Chief Operating Officer

TITLE: C-19-18 – Approval of Contract with Bradbury Stamm Construction, Inc. as a result of B2019000014 Customer Service and Operations Facility Construction

ACTION: Recommend Approval

Background:

The Water Authority has customer services operations on the westside and downtown. Field operations staff are located on the westside, downtown and at Pino Yards. Consolidating the customer services and field operations into one location has many advantages including better customer service and more efficient operations through better communication and workload management by dispatching from a single location. Groundwater plant operations is located at Pino Yards and surface water operations is located at the water treatment plant. Co-locating the two water plant operations at the same location will increase productivity and communication between the two operations and allow more opportunity to combine workforces and increase productivity.

The Water Authority evaluated the space needs and facility sizing necessary to consolidate the operations into a single location at the existing surface water treatment plant site. The Water Authority Board approved the relocation and design was authorized. SMPC architects were selected to complete the design. The facility designs were completed in January 2019 for the new building which in addition to customer services and field operations, includes a new fleet maintenance facility, warehouse and electrical/mechanical shops.

The new facility will be powered by the addition of a new 6 MW solar array that will also provide power to the existing water treatment plant. The solar configuration will consist of photovoltaic panels covering the fleet and employee parking lots.

Summary:

The Water Authority issued a Request for Bids (RFB) for Construction to solicit bids from vendors qualified to provide construction services for the Customer Service and Operations Facility. This approval would allow Bradbury Stamm to construct the new facility.

The RFB was advertised in the local newspaper, available for download on the Water Authority's public website, and through Albuquerque Reprographics. Bids were opened

for the above-referenced project on Tuesday, April 16, 2019 at 2:00 p.m. The bids were reviewed and evaluated by the Water Authority and SMPC Architects.

Following the review and evaluation, the apparent low responsive and responsible bidder is Bradbury Stamm Construction, Inc. for this project. The Water Authority staff recommends an Agreement for this work be awarded to Bradbury Stamm to construct the Base Bid and bid alternate number one. A summary of the bids received is attached.

This approval is intended to delegate signature authority to the Executive Director to enter into an Agreement with Bradbury Stamm Inc., approve any change orders or amendments to the Agreement as necessary to complete the project and to provide construction phase services for this project based on the results of the RFB, B2019000014.

FISCAL IMPACT:

An agreement is recommended to be awarded for the Base Bid and bid alternate one for a total of \$18,299,487.34 which amount includes New Mexico gross receipts tax. The savings associated with this consolidation of functions will substantially cover the debt service associated with the financing.

	Engineers Estimate	T. A. Cole	Bradbury Stamm	HB Construction	Jaynes Corp.
Description	Amount				
Base Bid Subtotal	\$ 20,347,051.00	\$ 19,035,000.00	\$ 16,748,490.00	\$ 17,894,000.00	\$ 17,053,796.00
Total Allowances	\$ 181,000.00	\$ 181,000.00	\$ 181,000.00	\$ 181,000.00	\$ 181,000.00
Subtotal	\$ 20,528,051.00	\$ 19,216,000.00	\$ 16,929,490.00	\$ 18,075,000.00	\$ 17,234,796.00
NM GRT	\$ 1,616,584.02	\$ 1,513,260.00	\$ 1,333,197.34	\$ 1,423,406.25	\$ 1,357,240.19
Base Bid Total	\$ 22,144,635.02	\$ 20,729,260.00	\$ 18,262,687.34	\$ 19,498,406.25	\$ 18,592,036.19
Alternate 1	\$ 18,539.98	\$ 28,000.00	\$ 34,113.56	\$ 110,000.00	\$ 14,271.00
	\$ 1,460.02	\$ 2,205.00	\$ 2,686.44	\$ 8,662.50	\$ 1,123.84
	\$ 20,000.00	\$ 30,205.00	\$ 36,800.00	\$ 118,662.50	\$ 15,394.84
Alternate 2	\$ 92,699.88	\$ 32,000.00	\$ -	\$ 4,000.00	\$ (3,900.00)
	\$ 7,300.12	\$ 2,520.00	\$ -	\$ 315.00	\$ (307.13)
	\$ 100,000.00	\$ 34,520.00	\$ -	\$ 4,315.00	\$ (4,207.13)
TOTAL	\$ 22,264,635.02	\$ 20,793,985.00	\$ 18,299,487.34	\$ 19,621,383.75	\$ 18,603,223.90
Resident Business Preference	Up to 5%	\$ 1,039,699.25	\$ 914,974.37	\$ 981,069.19	\$ 930,161.20
Resident Veteran Business Preference	Up to 10%				
Local Business Preference*	Up to 5%	\$ 1,039,699.25	\$ 914,974.37	\$ 981,069.19	\$ 930,161.20
Small Business Preference*	Up to 5%				
Pay Equity Preference (NOT CURRENTLY AVAILABLE)*	Up to 5%				
Total County Preferences Applied (\$150,000 Max)		\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Total Preferences Applied		\$ 1,189,699.25	\$ 1,064,974.37	\$ 1,131,069.19	\$ 1,080,161.20
TOTAL BID WITH PREFERENCES		\$19,604,285.75	\$17,234,512.97	\$18,490,314.56	\$17,523,062.71
RANKING		4	1	3	2

*Bernillo County Preferences shall never exceed \$150,000 in total

AGREEMENT

PROJECT NUMBER: 2135.00 **B2019000014 CUSTOMER SERVICE AND OPERATIONS FACILITIES**

THIS AGREEMENT is made and entered into on the date last entered below, by and between the Albuquerque Bernalillo County Water Utility Authority, hereinafter called OWNER, and **Bradbury Stamm Construction, Inc.** hereinafter called CONTRACTOR.

That Owner and Contractor for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK: CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete the Work for the construction of the above-referenced Project and any authorized supplemental work, all in strict accordance with the Contract Documents.

2. CONTRACT TIME: The Contract Time will commence on the day indicated in the Notice to Proceed, as specified in the General Terms and Conditions, and continue for a period of **360 days**. Changes to the Contract Time are allowed only as provided in the General Terms and Conditions.

Liquidated damages, in the amount per day of One Thousand Dollars (\$1,000.00) will be assessed against the Contractor for each calendar day, or portion thereof, the Work has not achieved Substantial Completion after expiration of that portion of the Contract Time allotted for construction, including any approved extension of time granted. Further, liquidated damages, in the amount per day of One Thousand Dollars (\$1,000.00) will be assessed against the Contractor for each calendar day, or portion thereof, the punch list items listed as incomplete and attached to the Certificate of Substantial Completion are not completed or corrected after expiration of the time allotted for completion and correction, including any approved extension of time granted. These liquidated damages are cumulative. See the General Terms and Conditions, referenced in Part IV of this RFB, for additional information terms relating to liquidated damages.

3. CONTRACT PRICE: OWNER will pay CONTRACTOR for the performance of the Contract in current funds, as provided in the Contract Documents, the amount of **Eighteen Million, Two Hundred Ninety-Nine Thousand, Four Hundred Eighty-Seven and 34/100 Dollars (\$18,299,487.34)**, which amount includes any applicable New Mexico Gross Receipts Taxes.

4. NON-APPROPRIATION OF FUNDS: Notwithstanding any provision in this Contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this Contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by OWNER to CONTRACTOR. Such event shall not constitute an event of default and all payment obligations of OWNER and all of its interest in this Contract will cease upon the date of termination. OWNER'S determination regarding appropriations shall be accepted by CONTRACTOR and shall be final.

5. CONTRACT DOCUMENTS: The Contract Documents consist of the following, which are as fully a part of the Contract as if attached to this Agreement or repeated herein, and have precedence in the following order:

- Modifications to the Contract Documents
- the Agreement, insurance certificates and surety bonds
- Contractor's Bid Proposal, except as provided below
- the Addenda to the Bid Documents.

- the Special Instructions (Part II of the RFB)
- the Project Technical Specifications attached as Appendix A to the Bid Documents
- the Drawings attached as Appendix B to the Bid Documents
- the General Terms and Conditions, as supplemented in Part II of the RFB
- the Referenced Standard Specifications (as updated and amended).
- the Instructions to Bidders (Part I of the RFB)
- additional forms and instructions in the RFB cited above
- the Advertisement for Bids

5.1 Construction detail drawings shall govern over scaled dimensions and over other drawings. Dimensions given on plans or which can be calculated will govern over scaled dimensions.

5.2 Anything in the CONTRACTOR'S Bid Proposal which alters or provides a condition to the Bid Documents will not take precedence over any part of the Bid Documents unless it is specifically so provided in the Agreement, or a Modification to the Contract Documents, signed by the parties.

5.3 All definitions and terms set forth in the General Terms and Conditions and the Procurement Ordinance are applicable to the Bid and Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this Agreement the day and year last entered below.

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

**CONTRACTOR: BRADBURY STAMM
CONSTRUCTION, INC.**

Approved By:

Mark S. Sanchez, Executive Director

Date: _____

Cynthia K. Schultz, CEO

Date: _____

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

Date: _____

Reviewed by:

Peter Auh, General Counsel

Date: _____