
Meeting Date: October 22, 2025

Staff Contact: David Laughlin, Principal & Engineering Division Manager

TITLE: C-25-28 – Approval of Contract with TLC Company, Inc., Spear D, for the SWRP Digester 6 Rehab Project

ACTION: Recommend Approval

SUMMARY:

The Albuquerque Bernalillo County Water Utility Authority issued the Request for Proposals (RFP) P2026000003, SWRP Digester 6 Rehab Project to solicit proposals from qualified vendors to provide services as needed for the SWRP Digester 6 Rehab Project.

The RFP was posted on BidNet and advertised in the local newspaper. Two (2) responses were received and submitted for evaluation. The Ad Hoc Advisory Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Based on the recommendation of the Ad Hoc Advisory Committee, the Executive Director recommends the award of a contract to TLC Company, Inc., Spear D, as they had the highest composite score, is qualified to perform the work, and meet the requirements of the RFP. The highest total composite score possible is 100. All scores listed are the combined average of all Committee members. The respective scores are as follows:

<u>Offeror</u>	<u>Total Composite Score</u>
TLC, Inc.	1007
AUI, Inc.	931

Approval of this item will delegate signature authority to the Executive Director to enter into a contract with TLC Company, Inc., Spear D, to perform the services for the SWRP Digester 6 Rehab Project. Approval of this item shall also serve as delegation of authority for the Executive Director to approve all future amendments to these agreements, if any.

If approved by the Board, Agreements will be executed between the Water Authority and TLC Company, Inc.

FISCAL IMPACT:

\$4,657,01.09 which amount includes NM GRT.

Memo

To: Mark S. Sanchez, Executive Director
Ege Richardson, Chief Engineer

From: Armida Magallanes, Purchasing Administrator *AM*

Through: Candida Kelcourse, Purchasing Officer *OK*

Date: 10/10/2025

Re: Recommendation of Award P2026000003 SWRP Digester 6 Rehab

The Albuquerque Bernalillo County Water Utility Authority issued the referenced Request for Proposals (RFP) to solicit proposals from qualified vendors for SWRP Digester 6 Rehab.

The RFP was posted on BidNet and advertised in the local newspaper. Two (2) responsive offers were received and submitted for evaluation. The Ad Hoc Evaluation Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Listed are all the respondents' average composite scores with all applicable preferences applied as indicated in the scoring details. The largest total composite score possible without preferences applied is TLC, Inc.

Offeror

TLC, Inc.
AUI, Inc.

Total Composite Score

1007
931

The committee recommends the award of contract to TLC, Inc. as that company had the highest average composite score after final scoring and is qualified to perform the work. The Purchasing Department concurs with the Committee's recommendation.

Approved:

Recommended:

Mark S. Sanchez

Mark S. Sanchez
Executive Director

10/14/25 14:13 MDT

Date

Ege Richardson

Ege Richardson
Chief Engineer

10/14/25 13:50 MDT

Date

Enclosures: Composite Score Sheet

October 13, 2025

ABCWUA Reference
Project No. 2323.097
SWRP Digester 6 Rehab**AECOM Reference**
WA 3172.04Armida Magallanes
Albuquerque Bernalillo
County Water Utility Authority
PO Box 568
Albuquerque, NM 87103**Recommendation of Award**

Dear Ms. Magallanes,

The following bids for the above referenced project were received on October 02, 2025.

Table 1. Summary of Bids

Contractor	Total Amount (including NMGR)
TLC Company Inc.	\$4,657,012.09
AUI Inc.	\$6,923,093.70
Engineers Opinion of Probable Construction Cost	\$5,537,264.00

The WA leadership team evaluated the submitted bids and provided a Composite Score each bidder.

Table 2. Summary of WA Composite Score

Contractor	Score
TLC Company Inc.	1007.0
AUI Inc.	931.0

AECOM has reviewed all the bids submitted and has attached the ABCWUA tabulated summary of the bids and the EOPCC attached to this letter. No mathematical errors were discovered during AECOM's review.

TLC Inc had the highest WA composite score. AECOM is not aware of any information that would preclude award of the contract to TLC Inc.

TLC Inc submitted and signed the Proposal Form

TLC Inc submitted and signed the List of Subcontractors

TLC Inc submitted and signed the Preference Eligibility Application

TLC Inc submitted and signed the Campaign Contribution Disclosure Form

TLC Inc submitted and signed the Unfair Business Practices Disclosure Form

TLC Inc provided the Contractor license number.

TLC Inc provided the New Mexico Department of Workforce Solution registration number.

Therefore, AECOM recommends award of a contract to TLC Inc. for the amount of **\$4,657,012.09 (including NMGRT)** if the project is awarded.

Respectfully,



Han Mai, PE
Structural Engineer V, Water
AECOM
T: (505) 855 7507
E: han.mai@aecom.com

Digester 6 Rehabilitation

Bid Tabulation

Project #: 3172.04

Date: 10/13/2025

Bid Item	Description	Quantity	Unit	Engineer's OPC Cost/Unit	Extension	TLC Company Inc Cost/Unit	Extension	AUI Inc Cost/Unit	Extension
1	Demolition, removal, and disposal; including gas compressor, floating digester cover, electrical components.	1	LS	\$483,381.00	\$483,381.00	\$395,000.00	\$ 395,000.00	\$346,106.00	\$ 346,106.00
2	Remove, Store, and Reinstall Dual PRV	1	LS	\$12,285.00	\$12,285.00	\$11,500.00	\$ 11,500.00	\$15,736.00	\$ 15,736.00
3	Removal and disposal of pipe and valves	1	LS	\$14,905.00	\$14,905.00	\$13,200.00	\$ 13,200.00	\$83,743.00	\$ 83,743.00
4	Removal of Gas Bypass Pipe	1	LS	\$10,298.00	\$10,298.00	\$2,300.00	\$ 2,300.00	\$13,390.00	\$ 13,390.00
5	Removal of Raw Sludge Pipe	1	LS	\$8,130.00	\$8,130.00	\$26,600.00	\$ 26,600.00	\$78,132.00	\$ 78,132.00
6	Clean, grout, and coat interior surface of digester	6000	SF	\$68.00	\$408,000.00	\$70.00	\$ 420,000.00	\$76.00	\$ 456,000.00
7	New Stainless Steel digester cover	1	LS	\$2,252,414.00	\$2,252,414.00	\$1,192,500.00	\$ 1,192,500.00	\$1,535,995.00	\$ 1,535,995.00
8	Installation of new stainless steel digester cover, including startup testing, construction, ballast block, corbel cover plates	1	LS	\$1,186,682.00	\$1,186,682.00	\$1,478,000.00	\$ 1,478,000.00	\$2,807,786.00	\$ 2,807,786.00
9	Epoxy injection repair slab crack	200	LF	\$98.00	\$19,600.00	\$116.00	\$ 23,200.00	\$220.00	\$ 44,000.00
10	6" SS gas piping including swivel joint assembly	1	LS	\$44,390.00	\$44,390.00	\$48,100.00	\$ 48,100.00	\$68,816.00	\$ 68,816.00
11	6" SS butterfly valve	1	EA	\$12,341.00	\$12,341.00	\$12,100.00	\$ 12,100.00	\$19,416.00	\$ 19,416.00
12	Pressure indicator and transmitter (Sludge level)	1	LS	\$19,025.00	\$19,025.00	\$25,200.00	\$ 25,200.00	\$29,520.00	\$ 29,520.00
13	Gas pressure indicator and transmitter	1	LS	\$19,025.00	\$19,025.00	\$26,100.00	\$ 26,100.00	\$21,000.00	\$ 21,000.00
14	8" plug valve replacement (include 5 spares)	15	EA	\$7,181.00	\$107,715.00	\$10,000.00	\$ 150,000.00	\$14,741.00	\$ 221,115.00
15	6" plug valve replacement (include 2 spares)	8	EA	\$6,505.00	\$52,040.00	\$9,000.00	\$ 72,000.00	\$13,824.00	\$ 110,592.00
16	Metal Pipe Supports	2	EA	\$5,012.00	\$10,024.00	\$8,450.00	\$ 16,900.00	\$16,345.00	\$ 32,690.00
17	Ladder Rehab	1	LS	\$14,513.00	\$14,513.00	\$17,700.00	\$ 17,700.00	\$18,306.00	\$ 18,306.00
18	8" Sludge Transfer Pipe w/fittings	22	LF	\$2,236.00	\$49,192.00	\$2,950.00	\$ 64,900.00	\$3,282.00	\$ 72,204.00
19	Install overhead gas piping and support per sheet 99-M-01	1	LS	\$40,650.00	\$40,650.00	\$21,000.00	\$ 21,000.00	\$45,141.00	\$ 45,141.00
				Subtotal	\$4,764,610.00		\$ 4,016,300.00		\$ 6,019,688.00
20	Mobilization/Demobilization (not to exceed 5% of the above subtotal)	1	LS	\$250,000.00	\$250,000.00	\$169,350.00	\$ 169,350.00	\$300,000.00	\$ 300,000.00
				Base Bid	\$ 5,014,610.00		\$ 4,185,650.00		\$ 6,319,688.00
	Allowance				\$ 200,000.00		\$ 200,000.00		\$ 200,000.00
	NMGRT6.1875%				\$ 322,653.99		\$ 271,362.09		\$ 403,405.70
	Total Construction Costs				\$ 5,537,263.99		\$ 4,657,012.09		\$ 6,923,093.70

Evaluation Portal Administration

Composite Score Tabulation: P2026000003 SWRP DIGESTER 6 REHAB

Hide Pref

Total # of Evaluations:		TLC	AUI
		3	3
Evaluation Criteria	Max Points	TLC	AUI
Personnel Experience	300	273.3	273.3
Company Experience	300	265.0	265.0
Proposed Approach to Tasks	300	241.7	268.3
Cost Proposal	100	98.3	45.7
Total	1000	877.0	851.0
Preferences (%)		13%	8%
Preferences (pts)		130	80
Total w/ Pref	1000	1007.0	931.0

BACK

DRAFT AGREEMENT
P2026000003 SWRP DIGESTER 6 REHAB
PROJECT NO.: 2323.097

THIS 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, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and TLC Company, Inc., Spear D (hereinafter referred to as the "Contractor"), a New Mexico Corporation, whose address is 5000 Edith Blvd. NE, Albuquerque, NM 87107.

In consideration of mutual obligations stated herein, the parties 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 through **760 days**. Changes to the Contract Time are allowed only as provided in the General Terms and Conditions.

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 Four Million, Six Hundred Fifty-Seven Thousand, Twelve and 09/100 Dollars (\$4,657,012.09), 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.

4.1 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Owner may immediately terminate this Agreement by giving Contractor written notice of such termination. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Owner or the New Mexico Environment Department or the State of New Mexico in the event of immediate or early termination of this Agreement by the Owner or the New Mexico Environment Department.

4.2 This Agreement is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the OWNER may early terminate this contract by providing the Contractor written notice of such termination. In the event of termination pursuant to this

paragraph, the OWNER's only liability shall be to pay the Contractor or vendor for acceptable goods delivered and services rendered before the termination date.

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 Proposal, except as provided below
- the Addenda to the RFP.
- the Special Instructions (Part II of the RFP)
- the Scope of Services attached as Appendix A to the RFP
- the General Terms and Conditions, as supplemented in Part II of the RFP
- the Referenced Standard Specifications (as updated and amended).
- the Instructions to Offerors (Part I of the RFP)
- additional forms and instructions in the RFP
- the Advertisement for Proposals

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 Proposal which alters or provides a condition to the RFP Documents will not take precedence over any part of the RFP 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 RFP and Contract Documents.

IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Agreement as of the last date written below.

ALBUQUERQUE BERNALILLO COUNTY TLC COMPANY, INC., SPEAR D
WATER UTILITY AUTHORITY

Approved By:

Mark S. Sanchez, Executive Director
Date: _____

By: _____

Title: _____

Date: _____

Reviewed by:

Christopher P. Melendrez, General Counsel
Date: _____