Albuquerque Bernalillo County
Water Utility Authority

Agenda Item No. 8e

Meeting Date: August 23, 2023
Staff Contact: David Laughlin, Chief Engineer

TITLE: **C-23-17 – Approval of Contract with RMCI, Inc. as a result of B2023000004 Charles Wells Reservoir Rehab, Project No. 02957.00**

ACTION: **Recommend Approval**

SUMMARY:
The Albuquerque Bernalillo County Water Utility Authority (Water Authority) issued a Request for Bids (RFB) for Construction to solicit bids from qualified vendors to provide construction services for the Charles Wells Reservoir Rehab project. This consists of installing a new membrane liner, as well as draining, cleaning, inspecting, and disinfecting the reservoir, to ultimately repair and return the reservoir to service.

The RFB was advertised in the local newspaper and available for download on the Water Authority's eProcurement website, BidSync. Bids were opened for the above-referenced project on Wednesday, July 12, 2023, at 1:30 p.m. The bid received was reviewed and evaluated by the Water Authority and AECOM.

RMCI, Inc. was the only bidder for this project. Following the review and evaluation, RMCI's bid was deemed responsive. A summary of the bid received is attached. The Water Authority staff requests approval to proceed with award to RMCI, Inc.

This approval is intended to delegate signature authority to the Executive Director to enter into an Agreement with the selected contractor, approve any change orders or amendments to the Agreement as necessary to complete the project and to provide construction services for this project based on the results of the RFB, B2023000004.

FISCAL IMPACT:
$4,854,081.23 which amount includes NM GRT for which appropriations in the annual CIP budget have already been made.

AGREEMENT
BETWEEN THE
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
AND
RMCI, INC.

B2023000004 THE CHARLES WELLS RESERVOIR INTERIOR REHABILITATION REPAIRS
PROJECT NO. 02957.00

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 RMCI, 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 166 consecutive calendar 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 and 00/100 ($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 and 00/100 ($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 the 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 Four Million Eight Hundred Fifty-Four Thousand Eighty-One Dollars and 23/100 ($4,854,081.23), 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
- 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

Approved By:

_____

Mark S. Sanchez, Executive Director

Date: _____

Reviewed by:

_____

Christopher P. Melendrez, General Counsel

Date: _____

CONTRACTOR: RMCI, Inc.

By:_____

Title:_____

Date: _____

WAGE RATE DECISION

Albuquerque Bernalillo County
Water Utility Authority

Charles Wells Reservoir Interior Rehabilitation Repairs
Bid Tabulation
Project #: 02957.00
Date: 7/20/2023

Bid Item	Description	Quantity	Unit	Engineer's OPC Cost/Unit	Extension	RMCI Cost/Unit	Extension				
1	12" Gate Valve	1	LS	$20,000.00	$20,000.00	$17,750.00	$ 17,750.00	$ -		$ -	
2	Heating and Ventilation Requirements w/ Generator, Noise Attenuation, and Additional Security as Required	90	DAY	$5,000.00	$450,000.00	$660.00	$ 59,400.00	$ -		$ -	
3	Power Wash to Clean Interior of Reservoir (Including sediment filtering, capturing washwater, and disposal)	70000	SF	$2.00	$140,000.00	$2.50	$ 175,000.00	$ -		$ -	
4	Large Crack (1/8" Wide or Greater) Repair Allowance	500	LF	$100.00	$50,000.00	$118.00	$ 59,000.00	$ -		$ -	
5	Route Keyways (both sides of joints) and install New Joint sealant	500	LF	*Submitted during Addendum*	$0.00	$14.00	$ 7,000.00	$ -		$ -	
6	Interior Spall Repair Estimate	700	SF	$120.00	$84,000.00	$248.00	$ 173,600.00	$ -		$ -	
7	Prepare Concrete and Metal Surfaces for liner system installation	70000	SF	$10.00	$700,000.00	$13.50	$ 945,000.00	$ -		$ -	
8	Install Repair Mortar Resurfacer	70000	SF	*Submitted during Addendum*	$0.00	$12.00	$ 840,000.00	$ -		$ -	
9	Install Liner Membrane System	70000	SF	$30.00	$2,100,000.00	$22.40	$ 1,568,000.00				
10	Interior Disinfecting and Testing	1	LS	$100,000.00	$100,000.00	$8,000.00	$ 8,000.00				
				Sub Total Items No. 1 - 10	**$3,644,000.00**		**$3,852,750.00**				
11	Exterior Wall Joint Sealant Replacement	294	LF	$150.00	$44,100.00	$60.00	$ 17,640.00				
12	Exterior Wall Spall and Coating	11	SF	$1,000.00	$11,000.00	$310.00	$ 3,410.00				
13	Exterior Deck Sealant Replacement	616	LF	$100.00	$61,600.00	$55.00	$ 33,880.00				
14	Overhang Edge Spall Repair	5	LF	$1,000.00	$5,000.00	$2,200.00	$ 11,000.00				
				Sub Total Items No. 11 - 14	**$121,700.00**		**$ 65,930.00**				
				Sub Total Items No. 1 - 14	**$3,765,700.00**		**$3,918,680.00**				
15	Mobilization/Demobilization (not to exceed 10% of Subtotal)	1	LS	$377,000.00	$377,000.00	$390,000.00	$ 390,000.00				
				Sub Total	**$ 4,142,700.00**	**Sub Total**	**$ 4,308,680.00**	$ -	.	$ -	.
	Allowances				$ 201,500.00		$ 201,500.00				
	Base Bid Total plus Allowances				$ 4,344,200.00		$ 4,510,180.00				
	NMGRT 7.6250%				$ 331,245.25		$ 343,901.23	$ -		$ -	
				Total	**$ 4,675,445.25**	**Total**	**$ 4,854,081.23**	**$ -**		$ -	