

**BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT
WITH
WRIGHT WATER ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and Wright Water Engineers, Inc. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDD Chair.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDDB as fully described in the attached Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Compensation under this Agreement shall be up to Two Hundred and Fifty-Thousand Dollars, (\$250,000.00) plus applicable New Mexico gross receipts tax.

B. Contractor shall be responsible for payment of New Mexico gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the BDDDB.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDDB.

C. **Types of Insurance.** At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this

Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.** All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective

under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

Indemnification for Professional Acts, Errors or Omissions. Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDDB and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the BDDDB and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

16. RECORDS, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

BDDDB: Rick Carpenter
Facilities Manager
Buckman Direct Diversion
341 Caja Del Rio Road
Santa Fe, NM 87506
Email: rrcarpenter@ci.santa-fe.nm.us

With a copy to: Nancy R. Long, Esq.
BDDDB Independent Counsel
Long, Komer & Associates, P.A.
P.O. Box 5098
Santa Fe, NM 87502
Email: nancy@longkomer.com

CONTRACTOR: Wayne Lorenz, P.E
Wright Water Engineers, Inc.
2490 W. 26th Ave. Ste. 100A
Denver, CO 80211
Email: wlorenz@wrightwater.com

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]***

BUCKMAN DIRECT DIVERSION BOARD

By: Anna Hamilton
Anna Hamilton, BDDB Chair,

Date: 4/6/23

APPROVED AS TO FORM

Nancy R. Long
BDDB Counsel, Nancy R. Long, Esq.

ATTEST

Katharine Clark
County Clerk, Katharine Clark

Date: 4/13/2023

APPROVED

Emily K. Oster
Emily K. Oster (May 3, 2023 13:36 MDT)
City Finance Director

ATTEST

Kristine Bustos-Mihelcic
City Clerk, Kristine Bustos-Mihelcic XIV

File Date: May 3, 2023

CONTRACTOR:

WRIGHT WATER ENGINEERS, INC.

Signature: Wayne F. Lorenz

Printed Name: Wayne Lorenz, P.E.

Title: Chief Design Engineer

Date: April 4, 2023

NM Taxation & Revenue

CRS # 03617589007-GRT

City of Santa Fe Business

Registration # Submitted payment, application
sent 3/31/23



EXHIBIT A

Scope of Work

Contractor shall:

1. Plan and attend a kick-off meeting with BDD management and operation staff.
2. Prepare an executive summary of the previous work performed by WWE that addresses the remedies that were proposed for the BDD Facility in the legal proceedings.
3. Conduct interviews with key BDD staff (initially and as-needed thereafter) to analyze operational and system failures and issues.
4. Analyze existing conditions of the Rio Grande River and provide analysis of the current challenges with the objectives of successful, optimal performance and operation of the BDD Facility. WWE may include sub-consultants in this effort for peer review and professional opinion.
5. Develop a Work Plan to include: a conceptual redesign plan to optimize performance and operation of the BDD Facility; prioritization and sequencing of the necessary reconstruction, including estimated costs; and an estimated draft schedule of the overall work to be accomplished by design/construction professionals.
6. Prepare a permitting plan for the reasonably anticipated permits that will be needed and an estimated schedule for permit acquisition. Actual permit acquisition would be the responsibility of the design/construction professionals.
7. Analyze and recommend the most appropriate project delivery method for the redesign and reconstruction of the BDD Facility.
8. Develop preliminary budgets and schedules for the redesign and reconstruction of the BDD Facility and recommend planning and scheduling methods to minimize shutdowns to the BDD Facility.
9. Assist with development of a redesign and reconstruction procurement plan. The procurement plan will include, but will not be limited to, a detailed scope of work for the redesign and reconstruction and a project implementation plan.
10. Assist with preparation of procurement documents and subsequent contract(s) negotiations, which may also include an "engineer's estimate."
11. Consult with the BDDDB's Technical Committee and report to the Committee on work progress and analyses.
12. Other tasks as assigned by the BDD Facilities Manager.



Date: March 31, 2023
To: Buckman Direct Diversion Board
From: Monique Maes, Contracts Administrator
Via: Rick Carpenter, Facilities Manager
Subject Request to Award RFP # 23/28/P, PSA, and to Utilize Settlement Funds

ITEM:

Request for approval to award RFP # 23/28/P, Engineering Services for Redesign and Rehabilitation for BDD to the recommended Proposer, Wright Water Engineers, Inc.

1. Approval request for Professional Service Agreement ("PSA") for a total amount of \$250,000.00 plus NMGR, for the remainder of FY 2023 and for FY 2024 to Wright Water Engineers, Inc. to provide engineering services for the Buckman Direct Diversion and
2. Request for authorization to utilize Settlement Funds for this expense.

BACKGROUND:

On March 10, 2023 the Evaluation Committee met and evaluated proposal submissions from three (3) engineering service Offerors, responding to RFP # 23/28/P, titled, Re-design and Rehabilitation Plan for BDD. The Evaluation Report is attached providing a recommendation.

In compliance with the evaluation criteria set forth in the RFP, it was determined that the proposal from Wright Water Engineers, Inc. received the highest score. Upon Board approval, the award term will be a four-year contract and will be extended in annual increments at the start of each fiscal year, based on budget projections and project development. The contract will begin once the contract is fully executed, and the budget will be expensed as we are billed for the duration of the project. Currently, we estimate that the total four-year contract amount is not to exceed \$250,000.00 plus NMGR, however this is only an estimate of initial completion in the first year.

In the coming year, we will assess the budget and progress of the development in this Redesign and Rehabilitation Plan and amend the second year of the contract if needed. We are also requesting to access the Settlement Funds to cover this expense in full as this is the first step related to the repairs that are needed.





City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: March 23, 2023

TO: Travis Dutton-Leyda, Chief Procurement Officer
City of Santa Fe

FROM: Monique M. Maes – Procurement Manager for BDD, Contracts Administrator

SUBJECT: Evaluation Committee Report, RFP # 23/28/P
-Engineer for Redesign and Rehabilitation Plan for BDD

SUMMARY

In accordance with the Buckman Direct Diversion's ("BDD's") Request for Proposals for Engineer for Redesign and Rehabilitation Plan, RFP # 23/28/P, issued 01/24/23, as amended, this report relates the designation of the preferred proposer. Proposals in response to the RFP, were received on time, February 28, 2023, from three (3) Offerors: Advanced Engineering and Environmental Services, LLC ("AE2S"); AECOM Technical Services, Inc. ("AECOM"); and Wright Water Engineering, Inc ("WWE").

An evaluation of the three proposals has been conducted by the Evaluation Committee in accordance with the evaluation criteria set forth in the RFP, 23/28/P. The Evaluation Committee Members consisted of the following individuals:

- Maya Martinez, Public Utilities Fiscal Administrator, City of Santa Fe
- Rick Carpenter, BDD Facilities Manager
- Nancy Long, President, at Long Komer and Associates P.A.

It is the Evaluation Committee's recommendation that Wright Water Engineering, Inc. ("WWE") be the designated preferred proposer as their proposal was the most advantageous to the Buckman Direct Diversion based on the requirements of the RFP.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. The selected engineer will review existing as-built design and construction plans for the BDD Facility. Review existing operations and performance of the BDD Facility. Conduct detailed inspections of the BDD Facility. Conduct in-depth interviews with BDDB operations and maintenance staff.
2. The selected engineer will review and provide a comprehensive preliminary report of existing conditions of the Rio Grande River. This report will include but not be limited to:
 - A. Analysis and calculation of sediment fluctuation.
 - i. Calculation of mass balance on sediment removal from the BDD Facility since inception of the BDD project which began in 2011.
 - ii. Quantification of the sediment that entered the raw water diversion structure at the river.
 - iii. Quantification of the amount of sediment that was removed by the BDDB Facility sediment removal system and the amount of sediment that eventually made its way into the pumps at Booster Stations 1A and 2A, and then to the water treatment plant. Evaluation of whether that sediment load changed through time, if so, the quantity.
 - iv. Evaluation of the quantity of river-derived sediment taken to the landfill, and whether the amount changed overtime, and if so, the quantity.
3. The report will identify and provide analysis of the current challenges to reach successful, optimal, performance and operation of the BDD Facility, with special emphasis on Rio Grande River conditions and their impacts on the BDD Facility.
4. The report will identify the root problems that prevent optimal performance and operations of the BDD Facility.
5. Develop a conceptual redesign plan to optimize performance and operation of the BDD Facility.
6. Develop preliminary budgets and schedules for redesign and reconstruction of the BDDB Facility. Recommend planning and scheduling methods to minimize shutdowns to the BDD Facility.
7. Recommend redesign and reconstruction priorities.
8. Identify, analyze and recommend project delivery methods.
9. Assist with development of a redesign and reconstruction procurement plan, including but not limited to a draft construction procurement based on result findings. The procurement plan will include, but will not be limited to, a detailed scope of work for the redesign and reconstruction and a project implementation plan from certified licensed engineer specializing in water diversion projects. Assist with BDDB procurement efforts.
10. Provide ongoing redesign and reconstruction oversight and inspection services as needed and requested for review by the BDD Facilities Manager.
11. Assist with future procurement efforts of design and/or construction contracts for example, based on re-design recommendations and specified manufacturing conditions.
12. The engineer will continue to provide recommendations and guidance to the BDD Facility's Manager as tasks are completed and invoiced based on the below cost response, Appendix C, that will be submitted with the RFP.

B.1 Evaluation of Organizational Experience Point Summary:

Offeror	AE2S	AECOM	WWE
Experience Total	250	333.33	376.66

Offeror #1 AE2S

Of maximum score rating of 400 points, Offeror #1, AE2S, received an average score rating of **250** points. AE2S proposed a team of 8 people, and in addition has identified the following significant subcontractors and their roles:

Significant Subcontractors:

Layne (Collector wells)

West Consultants (Water Resources)

The Offeror's experience with the Pojoaque Basin appears directly relevant as to Rio Grande knowledge but not relatable in the design build and construction as to the facility itself. The experience cited appears more as a "prime consultant" installing collector wells with Layne hydrogeologists.

West Consultants, a partnership of AE2S, illustrated their role in the development of sediment transport models that were provided to the Cochiti Baseline Study. Although it appears as applicable to sedimentation analysis, it does not clearly demonstrate actualized results at a water treatment facility.

The most directly relevant experience was for the city of Bismarck in which they describe, "a successful implementation of horizontal collector well technology," however, this is for a different type of river sediment types, and sediment levels (Missouri) as well as other factors.

The Majority of AE2S's organizational experience lacked clarity in how the Offeror has supplied expertise for similar completed SOW's. As stated above their experience related to the scope of work was not clearly found on their project descriptions.

Offeror #2 AECOM

Of a maximum score rating of 400 points, Offeror #2, AECOM, received an average score rating of **333.33** points. AECOM proposed a team of 10 individuals, and has identified the following significant Subcontractors and their roles:

Significant Subcontractors/Peer Review Team:

Mueller Construction Services (Construction, Scheduling, Cost Estimating)

Robert Ettema, PhD, PE (Hydraulics)

Steve Higinbotham, PE (Hydraulic Structures)

Shelby Eckols, PE (Water Treatment)

Completed in 2006, Project 1: Albuquerque Diversion Dam, was the most relevant to experience with Rio Grande river conditions. "As a part of the design AECOM conducted numerical flows and sediment transport modeling to evaluate the flow and sediment issues in association with the construction and operation of the proposed diversion structure," stated in their proposal.

Project 2: Albuquerque Bernalillo County Water Utility Authority (ABCWUA) On-Call Engineering Services, is an on-call contract and not directly related to the SOW. As they describe their

TECHNICAL SPECIFICATIONS

Experience

B.1.C Rio Grande Experience (200 Total Points)

c. Describe any experience or direct knowledge of river diversion projects from the Rio Grande River that the organization has acquired over time. If Engineer has no experience or direct knowledge of the Rio Grande River please note.

Evaluation Factors:

B.1.c Points will be awarded based on the Offeror's experience and direct knowledge of Rio Grande River conditions.

B.1.c Evaluation of Rio Grande River Experience Point Summary:

Offeror	AE2S	AECOM	WWE
Rio Grand River Experience Total	66.66	125	200

Offeror #1 AE2S

66.66 The Subcontractor Layne in the proposal has experience with the Rio Grande in regard to the Pojoaque Basin, but this experience was not at the time for a water treatment facility. Also, the experience noted in the Alameda project is limited. Their proposal states, "The site is located adjacent to the Rio Grande constructed as a riverbank filtration system to utilize surface water." Other than the location of the project, their experience and direct knowledge to the Rio Grande was not clearly detailed. AE2S relation of the Rio Grande is limited to a contractor installing well systems, such as the Alameda Reuse Diversion.

Offeror #2 AECOM

125 One project, initiated in 2003, gave a good description of the design of an Albuquerque project, describing the gates and intake structure. Their proposal states they, "conducted numerical flows and sediment transport modeling to evaluate the flow and sediment issues." But their role or the results of their role in the project is not fully detailed.

Offeror #3 WWE

200 Wright Water Engineers, Inc. has extensive knowledge of the Rio Grande River and its sediment issues from its expert work for the BDD litigation. From their proposal, "the team evaluated the hydrology, hydraulics, and geomorphology of the Rio Grande in the vicinity of the diversion." Not only this but WWE has worked on the geomorphology, hydrology, of the Rio Grande and conducted sediment transport studies of the Rio Grande since the early 2000's, as sited from their Rio Grande and Tributaries Hydrology, Hydraulics, and Sediment Transport Analysis.

241.66 There were two References received for AE2S, one from Provo River Water Users Association and the other from Chippewa Cree Construction. Comments were detailed and scored AE2S well. The third reference for West subcontractor, did not provide many comments.

Offeror #2 AECOM

191.66 Excellent references from (ABCWUA) but the principal representatives listed in the reference are not listed in the team organization chart for this project. The same is true for the city of Austin's Reference. Company policy did not allow Northern Water to complete the form therefore the maximum allowable points was 200.

Offeror #3 WWE

300 The offeror provided 4 organizational references. Wayne F. Lorenz, P.E. is specifically listed as a representative who was evaluated, and he would be a principal in this project. He received excellent scores. One comment states, "WWE was recognized as a fair trustworthy partner -Not only by Sun- But also by the town of Granby."

Technical Specifications per Amendment 2;

B.2.d Additional criteria for evaluation of Technical Specifications (100 Total Maximum points)

This Amendment is issued to add the following based on Engineering requirements from NMSA 13-1-120 (B, 1-7). The evaluation committee will re-distribute 100 points from Organization Reference points (originally 400 points) to the scoring to reflect how well the proposal addresses the below 7 factors.

B. The appropriate selection committee shall select, ranked in the order of their qualifications, no less than three businesses deemed to be the most highly qualified to perform the required services, after considering the following criteria together with any criteria, except price, established by the using agency authorizing the project: (1-7)

- 1) specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required;
- (2) capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations;
- (3) past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules;
- (4) proximity to or familiarity with the area in which the project is located;
- (5) the amount of design work that will be produced by a New Mexico business within this state;
- (6) the volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated; and

Evaluation of Engineering Requirements Point Summary:

Offeror	AE2S	AECOM	WWE
Reference Points Total	36.66	75	85

Offeror #1 AE2S

36.66 The experience of the offeror and several of its personnel as describing their past record for BDD as the opposite expert in the litigation settlement was not adequately explained. The Offeror states that they worked as experts on the opposite side in the litigation against the design build firms. Then they claim to have found fault with the design firm's work. "Dr. Sabol determined that the river intake did not perform its purpose to restrict the intake of sediment larger than 1.75mm at the screened-side channel diversion weir." This raises multiple questions of ethics, knowledge of this project and similar issues. Their Response is inconsistent.

Offeror #2 AECOM

75 The management office is in Colorado, but the Proposal indicates that offeror has engineers in New Mexico. The offeror is very familiar with Santa Fe, taking into consideration their continued project experience with Nichols and McClure Dam Rehabilitation, with the city. From this experience, the offeror appears capable of performing the requirements, but it is unclear how much design work will be completed in New Mexico.

Offeror #3 WW E

85 "In 2018 (WWE) was retained to provide expert engineering evaluation services for the lawsuit brought about by the BDDD regarding the engineering and construction of the BDD Project." Stated from their proposal. "In 2019 and 2020, WWE prepared schematic concepts to fix the problems of the existing BDD Project. These fixes were prepared for technical documentation of the cost of damages for use in the lawsuit. WWE staff spent many hours on detailed analysis of the BDD Project and Planning of rehabilitation."

The firm appears to have the capacity to complete and undertake the work as the Offeror has complete familiarity with the BDD project having evaluated the entire facility in the course of its expert work from the litigation. The design work will likely be performed out of the state however, the lead Engineer, Wayne Lorenz, P.E. is a registered engineer in the state of New Mexico (#25371)

C.3. Letter of Transmittal Form (Pass/Fail)**Business Specifications:**

The Offeror/Respondent/Respondent's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section**

Pass/Fail Criteria added per Amendment 2

C.5.a Current NM A&E License

Evaluation Factors C.5.a, point summary line is added as follows: Pass/Fail only. No points assigned. Must submit current NM A&E License to be considered.

C.5.a Current NM A&E License Pass/Fail

Offeror	AE2S	AECOM	WWE
Pass/Fail	Pass	Pass	Pass

Offeror #1

AE2S submitted a signed Campaign Contribution Form as required by the RFP. AE2S received a "Pass."

Offeror #2

AECOM submitted a signed Campaign Contribution Form as required by the RFP. AECOM received a "Pass."

Offeror #3

WWE submitted a signed Campaign Contribution Form as required by the RFP. WWE received a "Pass."


Section C.C.4, NM Preferences Preference Points 30/60

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.


The maximum available local preference shall be 6%.

Committee Signature Approval



Maya Martinez (Mar 24, 2023 15:30 MDT)
Maya Martinez
Evaluation Committee Member

Mar 24, 2023
Date



Rick Carpenter (Mar 24, 2023 08:55 MDT)
Rick Carpenter
Evaluation Committee Member

Mar 24, 2023
Date



Nancy Long (Mar 24, 2023 10:03 MDT)
Nancy Long
Evaluation Committee Member


Mar 24, 2023
Date



Monique Maes (Mar 24, 2023 08:40 MDT)
Monique Maes
Procurement Manager/BDD

Mar 24, 2023
Date

Chief Procurement Officer Signature Approval




Travis Dutton-Leyda
Procurement Officer
City of Santa Fe

Mar 24, 2023
Date

 Email viewed by mfmartinez@santafenm.gov

2023-03-24 - 9:29:54 PM GMT- IP address: 174.205.100.187

 Signer mfmartinez@santafenm.gov entered name at signing as Maya Martinez

2023-03-24 - 9:30:26 PM GMT- IP address: 174.205.100.187

 Document e-signed by Maya Martinez (mfmartinez@santafenm.gov)

Signature Date: 2023-03-24 - 9:30:28 PM GMT - Time Source: server- IP address: 174.205.100.187

 Agreement completed.

2023-03-24 - 9:30:28 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Adobe Acrobat Sign



Date: April 21, 2023
To: Finance Department
From: Monique Maes, Contracts Administrator *MM*
Via: Rick Carpenter, Facilities Manager
Re: PSA with Wright Water Engineers, Inc.

ITEM

Request for approval and processing of Professional Services Agreement (PSA) with Wright Water Engineers, Inc in an amount up to \$250,000.00 plus NMGRT.

BACKGROUND

On April 6, 2023 the Buckman Direct Diversion Board approved a Professional Services Agreement with Wright Water Engineers, Inc. in an amount up to \$250,000.00. for engineering services in a redesign project. Upon execution of this contract the term will be a four-year contract and may be extended in one year increments accordance annual increments by amendment to the agreement and available budget.

Procurement Method: RFP 23/28/P

Munis Contract Number: 3204015

Funding Source: Settlement Fund Account

ORG/OBJ: #8000825.510300

PL Code: BDD2222

ACTION

Staff recommends approval, processing and routing the attached. Thank you.





CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Wright Water Engineers, Inc.

Procurement Title: Engineer for Redesign and Rehabilitation Plan for the Buckman Direct Diversion

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☒ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

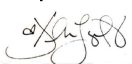
Department Requesting Buckman Direct Diversion Staff Name Monique Maes

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to BDDDB Buckman Direct Diversion Board
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contracts, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to BDDDB
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Monique Maes</u>	<u>Contracts Administrator</u>	<u>04/07/2023</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
	<u>Contracts Supervisor</u>	<u>Apr 25, 2023</u>
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



Buckman Direct Diversion Board

Real Estate Summary of Contracts, Agreements, Amendments & Leases



Section to be completed by department

1. Munis Contract # _____

Contractor: **Wright Water Engineers, Inc.**

Description: **Re-design and Rehabilitation Plan for BDD**

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **04/06/2023** Term End Date: **06/30/2023**

☒ Approved by BDDDB or ☐ Approved by BDD Date: **04/06/2023**
Facilities Manager

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by BDDDB or ☐ Approved by BDD Date: _____
Facilities Manager

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
RFP # 23/28/P

3. Procurement History:

Andy Hopkins

Purchasing Officer Review:

Apr 25, 2023

Date:

Comment & Exceptions:

4. Funding Source:

Andy Hopkins

Andy Hopkins (Apr 25, 2023 11:10 MDT)

Budget Officer Approval:

Org / Object: **8000825.510300**

Apr 25, 2023

Date:

Comment & Exceptions:

Staff Contact who completed this form: **Monique Maes** Phone # **505-955-4508**

Email: **mmaes@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: Brenda K. Star PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: kathy.star@usi.com FAX (A/C, No):															
INSURED Wright Water Engineers, Inc. Waste Engineering, Inc. 2490 W. 26th Ave., Suite 100a Denver, CO 80211		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Pinnacle Assurance Company</td> <td>41190</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Pinnacle Assurance Company	41190	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Hartford Underwriters Insurance Company	30104	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Hartford Casualty Insurance Company	29424																
INSURER B : Pinnacle Assurance Company	41190																
INSURER C : XL Specialty Insurance Company	37885																
INSURER D : Hartford Underwriters Insurance Company	30104																
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	34SBAPN5697	12/31/2022	12/31/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UECIE8064	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	34SBAPN5697	12/31/2022	12/31/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	392762	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	2158422	09/01/2022	09/01/2023	F.I. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Incl Pollution Claims Made		X	DPR5006022	12/31/2022	12/31/2023	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Buckman Direct Diversion 341 Caja Del Rio Road Santa Fe, NM 87506	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WRIGHT WATER ENGINEERS, INC.

Business Location: 2490 W TWENTY-SIXTH AVE STE. 100A
DENVER, CO 80211

CRS Number: 03617589007

Owner: WRIGHT WATER ENGINEERS, INC.

License Number: 234772

License Type: Business License - Renewable

Issued Date: March 29, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: March 29, 2024

Fees Paid: \$10.00

WRIGHT WATER ENGINEERS, INC.
2490 W TWENTY-SIXTH AVE STE. 100A
DENVER, CO 80211

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE












23-0206 Wright Water Enginners, Inc. BDD

Final Audit Report

2023-05-03

Created:	2023-05-02
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK09zLvo5fcPKj60BjOdGtNTUP90RKqTM

"23-0206 Wright Water Enginners, Inc. BDD" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-05-02 - 8:53:55 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-05-02 - 8:55:06 PM GMT
-  Email sent to tkdutonleyda@santafenm.gov bounced and could not be delivered
2023-05-02 - 8:55:15 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-05-03 - 7:00:07 PM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-05-03 - 7:36:00 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-05-03 - 7:36:02 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-05-03 - 7:36:04 PM GMT
-  Email sent to tkdutonleyda@santafenm.gov bounced and could not be delivered
2023-05-03 - 7:36:15 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-05-03 - 7:46:06 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
Signature Date: 2023-05-03 - 7:46:19 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2023-05-03 - 7:46:19 PM GMT