

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/11/14
ITEM FROM FINANCE COMMITTEE MEETING OF 06/02/14

ISSUE:

15. Request for Approval of Agreement – Design-Build Services for Stormwater Management Improvements, Arroyo Chamiso and Santa Fe River (RFP #14/28/P); The RainCatcher, Inc. (Brian Drypolcher)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of agreement for Design-Build Services for Stormwater Management Improvements, Arroyo Chamiso and Santa Fe River (RFP #14/28/P) with The RainCatcher, Inc. in the amount of \$194,731.23 inclusive of gross receipts tax. Budget is available in watershed maintenance fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	Excused		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMIssue

City of Santa Fe, New Mexico

memo

DATE: May 27, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Division *RRR/lore 5/29/14*

VIA: Marcos A. Tapia, Finance Director
Finance Department *[Signature]*

ISSUE: Award of Request for Proposal # '14/28/P
Storm Water Management Improvements, Arroyo Chamiso and Santa Fe River

SUMMARY:

On April 9, 2014, four proposals were received for the above referenced service as follows:

	Written Score	Local Preference
The Rain Catcher, Santa Fe	3200	3520
Santa Fe Permaculture, Santa Fe	2910	3201
Keystone Restoration Ecology, Santa Fe	2830	3113
Lockwood Construction Co., Santa Fe	2655	

The evaluation criteria consisted of work hour and fee proposal (20%); organizational data (10%); workload (10%); knowledge of local conditions (15%); experience, organizational staff (20%); project approach (15); and overall quality of proposal (10%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Brian Drypolcher and Leroy Pacheco, River, Watershed & Trails, Jason Kluck, CIP.

The using department has reviewed the proposals and recommends award to The Rain Catcher, Santa Fe in the amount of \$194,731.23 inclusive of GRT. The

Budget is available in account number 426010.572970.0113400 (Watershed Maintenance and Trails – WIP Construction) in the amount of \$499,626.02.

ACTION:

It is requested that this recommendation of award to The Rain Catcher, Santa Fe, in the total amount of \$194,731.23, be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of tabulation score sheet.

EVALUATION SCORES

STORM WATER MANAGEMENT IMPROVEMENTS, ARROYS CHAMISO AND SANTA FE RIVER

'14/28/P

RFP Submittals	Written Evaluation			
	The Rain Catcher, Inc.	Santa Fe Permaculture	Keystone Restoration Ecology	Lockwood Construction Co.
Robert Rodarte	725	710	750	745
Brain Drypolcher	885	835	765	715
Jason Kluck	900	760	815	665
Leroy Pacheco	690	605	500	530
Total	3200	2910	2830	2655
Local Preference	3520	3201	3113	

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
TUESDAY, MAY 27, 2014**

ITEM 7

CIP NO. 455A – STORMWATER MANAGEMENT IMPROVEMENTS, ARROYA CHAMISO AND SANTA FE RIVER (RFP NO. '14/28/P)

- REQUEST FOR APPROVAL OF RECOMMENDATION OF AWARD AND AN AGREEMENT FOR DESIGN-BUILD SERVICES WITH THE RAINCATCHER, INC. IN THE AMOUNT OF \$194,731.23 (BRIAN DRYPOLCHER)

PUBLIC WORKS COMMITTEE ACTION: Approved to consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

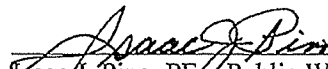


City of Santa Fe, New Mexico


memo

DATE: May 14, 2014

TO: Public Works Committee

VIA:


Isaac J. Pino, PE – Public Works Department Director
Eric Martinez, PE – Roadway & Trails Engineering Division Director 
Leroy Pacheco, PE – River, Watershed & Trails Section Supervisor 

FROM: Brian Drypolcher, River and Watershed Coordinator 

ITEM/ISSUE:

CIP NO. 455A – STORM WATER MANAGEMENT IMPROVEMENTS, ARROYO CHAMISO & SANTA FE RIVER (RFP NO. '14/28/P): RECOMMENDATION OF AWARD AND REQUEST FOR APPROVAL OF AN AGREEMENT FOR DESIGN-BUILD SERVICES WITH THE RAINCATCHER, INC. IN THE AMOUNT OF \$179,994.20 PLUS \$14,737.03 (NMGRT) FOR A TOTAL AMOUNT OF \$194,731.23.

BACKGROUND/SUMMARY:

On March 6, 2012, City of Santa Fe voters approved a general obligation bond issue for "sustainable environment" improvements allowing the city to "issue up to \$3,800,000 of general obligation bonds to acquire, install, construct, upgrade and improve sustainable environment projects, including renewable energy, arroyo drainage, and watershed security projects." Of the \$3,800,000 in bond funding, \$2,000,000 is programmed to "improve watershed health by correcting substandard drainage through a number of arroyos. This will allow more water to recharge our local aquifer and keep our water supply secure."

Based upon assessments of arroyo and watershed conditions conducted by staff; and the vetting of prospective projects with the Governing Body and the public; followed by an in-depth field survey of existing conditions along arroyos and the Santa Fe River, a listing of priority projects has been identified (see attachment, City-Wide Watershed and Arroyo Projects). The specific project areas identified on the City-Wide Watershed and Arroyo Projects listing that will be addressed within the scope of work in this proposed contract are: Arroyo de los Chamisos between Rodeo Road and Santa Fe High School and; Santa Fe River between "Santa Fe County Line" and the "Annexation Area Line." (Note that since recent annexation of Santa Fe County areas into City of Santa Fe jurisdiction, the area descriptions provided on the original project listings for the Santa Fe River are no longer accurate. The area of work on the Santa Fe River that is encompassed by the proposed contract is located between the Camino Alire bridge and Frenchy's Park. This area falls within the area identified in the original project listings.) These projects include opportunities to improve storm water management, erosion control and storm water infiltration. The City seeks to engage the RainCatcher Inc. and its team of professionals to obtain design-build services for the design and construction of the storm water management improvements.

On February 27, 2014 the City advertised a Request for Proposals (RFP # '14/28/P) for the procurement of design-build services for the above-mentioned project. The City received four proposals, three of which provided appropriate local preference certification forms. The City assembled a team of staff members to evaluate the proposals. Members of the City's evaluation team were: Brian Drypolcher, Leroy Pacheco, Jason Kluck and Robert Rodarte. A copy of the evaluation form utilized is attached. The preferred team identified by the evaluators is the team that has been assembled by The RainCatcher, Inc. The scores generated by the evaluation process are as follows.

Summary of proposal scores:

PROPOSAL EVALUATIONS, 041714

RFP 14/28/P, Storm Water Management Improvements, Arroyo Chamiso and Santa Fe River

	Reviewer:	BD	LP	JK	RR	Total	Local Preference
1	Keystone Restoration Ecology	780	500	815	790	2885	3173.5
2	Santa Fe Permaculture	835	605	760	710	2910	3201
3	Lockwood Construction	715	530	665	745	2655	na
4	The RainCatcher	885	690	900	725	3200	3520

Summary of fee proposals:

The RainCatcher, Inc.:	\$194,731.23
Keystone Restoration Ecology:	\$87,957.30
Lockwood Construction:	\$179,067.97
Santa Fe Permaculture:	\$287,659.30

Funds for improvements are budgeted and available in Business Unit and Line Item, 426010.572970.0113400, via general obligation bond funds.

Utilizing a Request for Proposals procurement process enables the City to select a contractor based upon a range of factors. Among the evaluation factors, the proposed fee is accounted at 20% of the overall score (the RFP evaluation form is attached). While The RainCatcher, Inc. did not provide the proposal with the lowest fee, The RainCatcher, Inc. attained the highest score in the overall evaluation process. In particular, the City's evaluation team appreciates the quality of the design-build team assembled by The RainCatcher, Inc.; the team's project approach; their knowledge of local conditions; and the overall high quality of their proposal.

Regarding applicability of the local preference provision for City of Santa Fe procurement, note that the RFP for this project states that, "A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit the **local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied." While Lockwood Construction appears to be a local firm, Lockwood Construction did not submit a Local Preference Certification Form with its proposal.

RECOMMENDED ACTION:

The Public Works Department recommends the following: Approval of an Agreement for design-build services with The RainCatcher, Inc. in the amount of \$194,731.23, including New Mexico gross receipts tax, for the referenced project and expenditure of funds from Business Unit and Line Item 426010.572970.0113400.

-
- Attachments:
- Copy of the Professional Services Agreement, with Exhibits, for design-build services
 - Summary of Contracts, Agreements and Amendments
 - Copy of the blank evaluation form utilized in the RFP selection process
 - Copy of the listing of the City-Wide Watershed and Arroyo Projects

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 455A

STORM WATER MANAGEMENT IMPROVEMENTS,
ARROYO CHAMISO AND SANTA FE RIVER

This Agreement is entered into this ____ day of _____, 2014, by and between the CITY OF SANTA FE, herein known as the Owner, and The RainCatcher, Inc., herein known as the Contractor.

For the following:

PROJECT: Storm Water Management Improvements, Arroyo Chamiso and Santa Fe River

PROJECT NO.: CIP #455A

DISTRIBUTION:

OWNER _____
CONTRACTOR (Copy) _____

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a Contract for design-build services for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, design and construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2014.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Request for Proposals (RFP) the Scope of Work in RFP # '14/28/P, Addenda issued prior to and all Modifications issued after execution of this Agreement and Exhibit A (Project Team Approach, Project Cost Summary, Letter from the Contractor dated April 29, 2014). These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents for CIP Project # 455A, Storm Water Management Improvements, Arroyo Chamiso and Santa Fe River (RFP # '14/28/P).

The work designated as Storm Water Management Improvements, Arroyo Chamiso and Santa Fe River, consists of, but is not limited to: design and construction of storm water management features to reduce erosion, improve water infiltration, and improve hydrologic conditions at the sites. Work will consist of all aspects required for the design and construction of the features including excavation, earthwork and grading; demolition and removal of existing structures; construction of new features; seeding and planting as described in the RFP and Exhibit A (including the Project Team Approach, Project Cost Summary, and letter from the Contractor dated April 29, 2014) attached hereto.

Contractor shall provide all equipment, labor, supervision and materials, and shall be responsible for verifications of all conditions, measurements and dimensions for the project.

Contractor shall be responsible for all permits, fees, and inspections associated with the construction.

ARTICLE 3
TIME OF COMMENCEMENT AND CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved in the contract time which is no later than three hundred (300) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. This Agreement may be terminated by the Owner upon thirty (30) days written notice to the Contractor.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of one hundred

ninety-four thousand, seven hundred thirty-one dollars and twenty-three cents (\$194,731.23). The Contractor agrees that if it ever receives a partial or total refund of Gross Receipt Taxes (GRT) it will transmit the refund to the City immediately. The GRT amount of \$14,737.03 is 8.1875% of Base Fee and is being paid by the Owner to the Contractor so that the Contractor can pay the GRT to the New Mexico Taxation and Revenue Department (NMTRD). It is not compensation for services rendered. The Contractor agrees to timely remit this GRT to NMTRD.

The Contract Sum is determined as follows:

Base Fee	\$179,994.20
Gross Receipts Tax (8.1875%)	\$14,737.03
Base Fee plus NMGRT	\$194,731.23
Total Contract Sum	\$194,731.23

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, products, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time of substantial completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount of Two Hundred and Fifty Dollars (\$250.00) per consecutive calendar day that passes until substantial completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety (if applicable), Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within fourteen (14) days after the effective date of Notice to Proceed, prepare and submit three (3) copies of a progress schedule covering project operations for the three hundred (300) day Contract period. The progress schedule shall be used to control the timing and sequences of the project. All work shall be done in accordance with the progress schedule. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the progress schedule shall be borne by the Contractor, and are part of their Contract.

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of insurance requirements including the Contractor's General Comprehensive Liability Insurance requirements appear in the Request for Proposals. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement. This Agreement may be terminated for any reason by the Owner by providing thirty (30) days advance written notice to the Contractor.

9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services

required under this Agreement.

9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER: City of Santa Fe, Public Works Department
Roadway and Trails Engineering Division
P.O. Box 909
Santa Fe, New Mexico 87504-0909

CONTRACTOR: The RainCatcher, Inc.
2053 Camino Lado
Santa Fe, New Mexico 87505

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.

9.17 This document shall be executed in one original, which shall be deemed the original agreement, and shall be maintained on file by the City Clerk of the City of Santa Fe.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other

party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, incorporated by reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 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 Owner and the 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.

9.27 Pursuant to Section 13-4-11, NMSA 1978, incorporated by reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10 NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act 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.

This Agreement is entered into as of the day and year signed by all parties.

OWNER:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

Judith Amen for

KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 5/7/14

APPROVED:

MARCOS A. TAPIA, DIRECTOR,
FINANCE DEPARTMENT

Business Unit/Line Item:

CONTRACTOR:
The RainCatcher, Inc.

By: _____
Name of Signer and Title (PRINT)

Signature and Date

NM Taxation & Revenue CRS No.: 02-498833-002

City of Santa Fe Business Reg. No.: 14-00039201



License #88071

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Exhibit A: Project Team Approach, Project Cost Summary, Letter from the Contractor dated April 29, 2014

Project Team Approach

The RainCatcher team has extensive experience designing, building, and maintaining water harvesting, stormwater, and watershed restoration projects around Santa Fe, and beyond. As individuals, each team member has participated in the completion of a flagship project that exemplifies working with nature to manage stormwater, and creates aesthetically pleasing solutions that treat stormwater as a resource. These projects have turned problem areas into rainwater gardens by preserving and recreating natural drainage features and plant communities on private properties, public parks and City-owned open spaces. These projects have become important community assets, widely appreciated by landowners, neighbors and the general public.

The RainCatcher team has the capacity to offer seamless coordination and reporting with City staff, and the neighborhoods where projects are located. With Rich Schrader leading and facilitating community outreach with the design team, neighborhood citizens, City staff and elected officials, the RainCatcher team can readily provide the communications link needed to implement successful green infrastructure projects.

RainCatcher proposes to complete project milestones in two distinct phases, which include *Design/Approval* and *Construction/Warranty*.

Phase One--Design / Approval

A preliminary review of the stormwater project sites (on the Santa Fe River and Arroyo Chamiso) reveals problems stemming from excess runoff. Increased runoff at all sites is a consequence of poor soil structure, degraded vegetation cover, and impervious capping by roads and roofs. In addition to sediment, common stormwater pollutants such as heavy metals, petroleum products, nutrients, and heat are anticipated to be present and negatively impacting the channels at each location. To mitigate runoff and erosion, the RainCatcher team will design work that includes bio-retention basins, pool step-downs, hydroseeded and mulched slopes, and/or utilize additional methods depending on final design approval from the City. Structures will employ Low Impact Development and Green Infrastructure principles to promote infiltration, improve soil structure, reduce evaporation, and remediate pollutants.

The RainCatcher, Inc., will perform an analysis of existing conditions to determine the appropriate method, size, and location of stormwater mitigation approaches. Drainage and hydrology will be assessed based on estimated annual runoff and individual storm events. Soil type, impervious



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surfaces, and the overall drainage area will be considered as part of the hydrologic assessment. Maps will be created to delineate drainage boundaries, identify drainage pathways, estimate slopes, highlight floodplain areas, and describe soil types. Aaron Kauffman will assist with these tasks and Oxbow Ecological Engineering will provide appropriate supplemental surveys and review.

City GIS maps indicate that underground utilities including water mains and sewage pipes are not present in the areas of anticipated work for the south bank of the Santa Fe River or the Camino del Bosque storm drain on the Arroyo Chamiso. A full utility check will be requested of the Common Ground Alliance (phone 811) prior to preliminary design reports for the City, and again one week prior to breaking ground for construction. Property boundaries will also be reviewed with City GIS programs, City project planners, and then cross-checked against records on file with the Santa Fe County Clerk. Property boundaries adjacent to project sites will be flagged to ensure that trespassing, defacement, and degradation during the design and construction phases are avoided. In the event that access through private property is required to gain entry to the project sites, appropriate permits will be filed, advance notice to property owners will be given, and reclamation of disturbed areas will be conducted prior to project completion.

During planning meetings with City project coordinators, Rich Schrader will identify potential environmental assessments and permits required to complete the design and construction phases of the project. Initial permitting processes are anticipated with the City Land Use Department due to soil displacement, Streets and Drainage Department with regard to curb cuts, and the New Mexico Environment Department and U.S. Army Corps of Engineers due to any encroachment into channels. Rich Schrader, Aaron Kauffman, and Oxbow Ecological Engineering will perform permitting reports, design diagrams, and any other tasks requiring assistance from The RainCatcher team.

The milestones for completing the *Design/Approval Phase* include:

Milestones for Design / Approval	Estimated Timeline Upon Signed Contract
1. Assess site conditions by mapping hydrologic and soil conditions, conducting supplemental surveys, and identifying locations for managing stormwater and sediment. Identify potential permit requirements	within 2 months
2. Identify property ownership and notify adjacent landowners with a flyer and knock on doors inviting them to an informal meeting at the site to seek their input and involvement. Flag property boundaries & call for utility locate.	within 2 months
3. Draft preliminary drawings and provide site tour with City staff and complete permit submittals.	within 3 months



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4. Finalize draft of site design drawings (90% completion)	within 6 months
5. Obtain permits, modify designs as needed and secure written approval from City staff to proceed with construction	within 8 months

Phase Two--Construction / Warranty

Stormwater pollutants will be addressed using multiple in-situ processes including bio-retention, phytoremediation, and enhanced tree canopy. Bio-retention will serve to capture impurities such as heavy metals through increased residence time of runoff and chelation processes brought about by organic soil matter and mulch. Bio-retention is also expected to cool runoff temperatures by increasing base flow through bank recharge. Vegetation will be chosen to remove pollutants (i.e. phytoremediation) and improve habitat. Phytoremediation processes will include accumulation, degradation, volatilization, and/or stabilization of anticipated stormwater pollutants at the sites. Preference will also be given for plants that aid in shading and cooling runoff before it enters channels.

Site appropriate native plant species will be selected to be drought tolerant, non-invasive, and will be used to improve wildlife habitat. Plants will provide food sources, nest sites, and pollinator habitat. Based on studies by the City of Albuquerque Parks Department and the University of Washington, it is also expected that vegetation at these public open spaces will provide improved aesthetics and property values for the communities adjacent to the project sites.

Site 1: Camino Rio Headcut

There are three primary design factors that need to be addressed while stabilizing the river bank at the Camino Rio stormwater site.

1. Stabilize erosion where stormwater flows into the Santa Fe River.
2. Maximize stormwater infiltration with water harvesting structures.
3. Manage sediment from the road and road ditch runoff that is being delivered to the site.

The approach for the Camino Rio site design is intended to address all three factors while creating a safe, aesthetically pleasing, and structurally sound solution for the current erosion issue (see Figure 2). The headcut can be stabilized with a series of step falls and infiltration pools similar to those constructed at the Don Jose stormwater site. Each step will be constructed with dry-stacked boulders that will gradually transition the grade change no more than two feet at a time. The plunge pools at the base of each falls will be deeply excavated and filled with cobble to reduce the risks of standing water and related safety hazards. The channel cross section will be sized with adequate capacity for severe storm events and will roughly correspond to the current channel width at the base of the headcut.



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A large, rock-lined infiltration basin will be constructed at the top of the step falls section to maximize the infiltration of stormwater before it spills over the bank and enters the river. The infiltration basin can be planted with native grasses, wildflowers, shrubs and trees. The plantings can be accomplished with broadcast and direct seeding or with live container plants. Container plantings can be added at any point, once there is sufficient soil moisture to sustain plants.

A sediment trap will be necessary to sequester some of the sediment that is currently being delivered to the site. Sediment currently deposits at the inlet of the drain and on the street, since the storm drain inlet is under-sized, and does not have a slope steep enough to transport sediment. The current storm drain inlet and curb arrangement will need to be altered to allow more flow and ensure that sediment is carried away from the road. It will be necessary to create a low drop off where runoff and sediment can readily exit the street before allowing deposition. A sediment trap basin can be constructed immediately below this dropoff to sequester sediment at a location that is readily accessible from the road for cleanout as needed. The sediment trap can be designed to function whether it receives regular maintenance or not. This will be a critical design feature since regular maintenance may not be possible. The sediment trap basin will extend the functional life of the infiltration basin and will also provide an additional secondary infiltration area.

The entire system will be designed to function permanently with very little maintenance. The channel forms and functions will utilize natural channel design principles, while maximizing the utilization of runoff as a resource. The Camino Rio site provides an excellent opportunity to create a beautiful and functional rainwater garden.



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- Camino Rio Concept Design
- Collect street and streetside drain runoff
 - Retain sediment in cleanable basin
 - Infiltrate runoff
 - Stabilize existing headcut with step pools

Figure 1. Conceptual design to address stormwater entering the Santa Fe River at Camino Rio.

Site 2: Eroding slopes of Santa Fe River adjacent to Barrone / Baca land

The hillsides across from the Don Jose storm drain project and approximately 100 yards downstream have multiple rill channels originating from adjacent private and public property. The rills are primarily a consequence of recently graded, unvegetated bank slopes that have captured excess runoff from the degraded land above. Efforts to meet and collaborate with adjacent property owners (Dan Barrone and David Baca) will be made to identify and mitigate the origins of excess runoff. An inconspicuous berm will be installed along the fence line that already exists to ensure that new rill locations are not formed. The berm will be approximately 4 inches high and 2 feet wide. The berm will be lined with geojute fabric, seeded with native grasses (and wildflowers) and lined with small 4-inch limestone rock. The rock mulch along the berm will act as a nucleus for seed establishment, soil growth, and protection from herbivory. The berm will direct water towards existing rills. From these points, three series of Zuni bowl run-down structures will be created that will match the overall design that is seen from the stormwater outlet at the Don Jose storm drain but on a much smaller scale. Each



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drop structure area will be designed for aesthetics as well as functionality. Structures will be graded by hand and built over geojute fabric to improve soil cohesion. All structures will be seeded with native grasses and wildflowers (and a blend of native shrubs beneficial for wildlife habitat and food production). This project will require approximately 300 feet of berming and include the addition of geojute, rock and native seed. The drainage structures will be approximately 40 feet long from top to bottom, 8 feet wide, with a series of drops every 18 inches in grade.

Approximately 14,000 square feet of land on the opposite bank from the Don Jose storm drain outlet will be seeded with native grasses and wildflowers. All seeding will be performed using a hydroseeding machine. A slurry that consists of a 70/30 hydromulch tackifier, compost, mycorrhizal and bacterial soil inoculant, and Earth Nectar and Ambrosia as soil food web enzymes will be applied to slopes. The slurry will be applied approximately ¼-inch thick over the native seed that is broadcast by hand. All hydroseeding includes a minimal amount of hand grading to remove small rills, large rocks and any other issues that can affect the seeding process.

Site 3: Arroyo Chamiso Stormwater Basins

The stormwater outlet on the Arroyo Chamiso drains water from Camino del Bosque and multiple side streets. As currently designed, the majority of water is transported through pipes below ground and cannot be used to passively irrigate arroyo banks. The RainCatcher team proposes to cap the drain at the concrete lined swale that connects Camino del Bosque with the Arroyo Chamiso. The steel cap (which would be removable if access to the drain was required) would generate more surface flow that could be harvested through curb cuts leading to bio- retention basins. This process will generate growth of vegetation that will address issues such as urban heat island effect, remediation of stormwater pollutants via phyto- and myco- remediation techniques, and promote habitat for wildlife, food production, and pollinator habitat. The basins will be approximately 18 feet long X 12 feet wide and 18-24 inches deep. A low speed bump (similar to that used on the storm drain from Calle Bellamah on the opposite side of the Arroyo Chamiso) will be bolted to the existing concrete swale to divert stormwater into each of the basin inlets. The basins will be sequenced to backfill and release excess water to the next basin before finally overflowing into the arroyo during large precipitation events. The first basin will be excavated an extra 18 inches for the addition of a woodchip layer that will be covered with a thin layer of soil (6 inches). This layer of wood chips will act as a sponge for the water that enters the basin, helping to absorb stormwater, and will act as a substrate to grow beneficial soil microbes, including decomposing and mycorrhizal fungi. The soil biota will begin the process of pollutant remediation, as well as acting as a symbiont to native vegetation that will be planted. Basins will be planted with successively more drought tolerant plants (as more runoff is expected to be captured in the first basin) that will help create shade, wildlife forage and habitat, pollinator resources and phytoremediation of polluted stormwater. Each basin will greatly reduce the amount of pollutants that enter the channel by accumulating pollutants or utilizing them as a food source.



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New Plant Establishment -Camino Rio and Camino del Bosque

Plant establishment is crucial to the functionality and aesthetics of site features and cannot be guaranteed without initial irrigation. Potted vegetation (i.e. not seeded), soil amendments, and inoculants proposed at the Camino Rio and Camino del Bosque sites includes an optional 1-year warranty on irrigation and maintenance to ensure plant establishment. Vegetation will be watered by hand through perforated pipe inserts established around each plant to facilitate root development at deeper soil profiles.

Project Cost Summary – Part 1 – General

1. NAME OF PROJECT: Managing Stormwater for a Greener Santa Fe		2. CIP#: 455A/RFP '14/28/P			
3. NAME OF CONTRACTOR: The RainCatcher Inc.		4. DATE OF PROPOSAL: 4/9/2014			
5. ADDRESS OF CONTRACTOR: 2053 Camino Lado Santa Fe, NM 87505		6. TYPE OF SERVICE TO BE FURNISHED: Design and Construction of Stormwater Improvements			
PART 2 – COST SUMMARY – BASIC SERVICES					
7. DIRECT LABOR BY CATEGORY		ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Design Phase	Evaluate Existing Conditions	91	Ranges from \$40-\$87.50/hr	\$ 6,130.00	
Design Phase	Determine/Confirm Property Ownership and Access	33	Ranges from \$40-\$87.50/hr	\$ 2,100.00	
Design Phase	Determine Environmental and Permit Requirements	48	Ranges from \$40-\$87.50/hr	\$ 3,740.00	
Design Phase	Obtain/Maintain Required Permits and Authorizations	32	Ranges from \$40-\$87.50/hr	\$ 2,020.00	
Design Phase	Project Coordination	94	Ranges from \$40-\$87.50/hr	\$ 6,240.00	\$ 20,230.00
Construction Phase	Mobilization	64	Ranges from \$40-\$87.50/hr	\$ 2,722.50	
Construction Phase	Construction of Stormwater Improvements	904	Ranges from \$40-\$87.50/hr	\$ 41,595.00	
Construction Phase	Erosion and Sediment Control	141	Ranges from \$40-\$87.50/hr	\$ 6,290.00	
Construction Phase	Restoration, Reclamation, Demobilization	136	Ranges from \$40-\$87.50/hr	\$ 6,162.50	
Construction Phase	Coordination	233	Ranges from \$40-\$87.50/hr	\$ 11,330.00	\$ 68,100.00
DIRECT LABOR TOTAL				\$ 88,330.00	

8. OVERHEAD (specify cost pool)					
		RATE	X BASE	ESTIMATED COST	
Book-keeping and Office Management		\$ 50.00	40	\$ 2,000.00	\$ 2,000.00
OVERHEAD TOTAL:					\$ 2,000.00
9. FEE OR PROFIT (show rate and base)					\$ -
SUPPLEMENTAL SERVICES					
10. SUBCONTRACTS (Identify & purpose)				ESTIMATED COST	TOTALS
Dump Truck (Grumpy's Trucking)				\$ 2,560.00	
					\$ 2,560.00
SUBCONTRACTOR TOTAL:					\$ 2,560.00
11. SPECIAL EQUIPMENT		RATE	ESTIMATED HOURS	ESTIMATED COST	TOTALS
Excavator		\$ 93.75	120	\$ 11,250.00	\$ 11,250.00
Backhoe		\$ 75.00	96	\$ 7,200.00	\$ 7,200.00
Bobcat		\$ 35.00	40	\$ 1,400.00	\$ 1,400.00
EQUIPMENT TOTAL:					\$ 19,850.00
12. TRAVEL				ESTIMATED COST	TOTALS
Oxbow Engineering				\$ 434.00	\$ 434.00
TRAVEL TOTAL:					\$ 434.00
13. OTHER REIMBURSABLE COST				ESTIMATED COST	TOTALS
Bond and Project Insurance				\$ 1,200.00	\$ 1,200.00
Oxbow Engineering Lodging (2 @ \$85 per diem)				\$ 170.00	\$ 170.00
Equipment Delivery and Pick-up				\$ 1,200.00	\$ 1,200.00
OTHER REIMBURSABLE TOTAL:					\$ 2,570.00
SUBTOTAL ITEMS 7-12:					\$ 113,174.00
14. GROSS RECEIPTS TAX					\$ 9,266.12
15. TOTAL PRICE					\$ 122,440.12
16. SIGNATURE OF PREPARER		OWNER'S REVIEW BY		ENGINEERING PROJECT MANAGEMENT DIVISION	
					

PART 3 - MATERIALS, QUANTITIES (installed in place)				
ITEM	QUANTITY	UNIT	UNIT COST	TOTALS
<i>Camino Rio Site</i>				
Boulders delivered 24" - 36"	150	tons	\$ 85.00	\$ 12,750.00
Cobble delivered 6"-9"	100	tons	\$ 55.00	\$ 5,500.00
Native Seed blend	30	pound	\$ 25.00	\$ 750.00
<i>SouthBanks of SF River Sites</i>				
Grassland seed, tackifier, inoculants	1	Hillslope Revegetation on SF Banks	\$ 2,400.00	\$ 2,400.00
Drainage drop structure	3	Drainage Structure	\$ 3,500.00	\$ 10,500.00
Berming & drainage fill, compost, geojute, rock	2	Berm	\$ 1,800.00	\$ 3,600.00
<i>Camino del Bosque Site</i>				
Basin (rock, mulch, compost, geojute, inoculant)	2	Basins	\$ 2,000.00	\$ 4,000.00
<i>Plant Materials</i>				
Container Plants for Camino del Bosque and Camino Rio sites (includes soil ammendments, inoculants, deep pipe irrigation, and 1 year maintenance, watering, and warranty)	60	5-Gallon Container Plant	\$ 191.67	\$ 11,500.20
Materials TOTAL (not including applicable taxes)				\$ 51,000.20

GROSS RECEIPTS TAX (Line item 13 and Materials)	\$ 4,386.06
ESTIMATED TOTAL COST (Line item 13 and Materials)	\$ 53,570.20

ESTIMATED PROJECT COST (Line item 13, Line item 15, Materials, and GRT)	\$ 180,396.38
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April 29, 2014

Brian Drypolcher
City of Santa Fe
500 Market St., Suite 200
Santa Fe, NM 87501

Re: City RFP 14/28/P

Dear Brian,

Here is the addendum to RFP 14/28/P for the extra seeding work to be completed on the bank of the Santa Fe River. If you need anything else, please let me know. Thanks!

Addendum 1 – Additional Seeding on south bank of Santa Fe River

An additional ~40,000 square feet of river bank will be seeded along the south bank of the Santa Fe River. We will utilize a blend of native grasses and wildflowers in our seed mix at a minimum of 1lb per 1,000 square feet of native grasses, and 1 oz per 1,000 square feet of native wildflowers. The entire area to be seeded will be hand worked to remove large rocks, and smooth out existing rills that have formed. Once the site has been prepared for seeding, we will carefully broadcast seed and utilize a large hydroseeding machine to spray a slurry a ¼" thick over the entire area. The slurry will consist of the following: high quality compost, soil inoculant, protein, soil building and root stimulating enzymes, and a tackifier consisting of 70/30 wood fiber mulch and tack. Please see attached diagram of extra area to be seeded.

Total price including materials and labor:	\$ 13,250.00
NMGRT (8.1875%):	\$ 1,084.84
Total:	\$ 14,334.84

Thank you for the opportunity to work with this project!

Sincerely,

Reese Baker
Owner





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R. DAY AGENCY 2649 LOUISIANA BLVD. NE ALBUQUERQUE, NM 87110	505-830-0345	505-830-0297	CONTACT NAME: ROLINDA DAY PHONE (A/C No. Ext): 505-830-0345 FAX (A/C No.): 505-830-0297 E-MAIL ADDRESS: rday@farmersagent.com
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Scotsdale Insurance Company			
INSURER B: Farmers Insurance Exchange			
INSURER C:			
INSURER D:			
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.

INSTR. NO.	TYPE OF INSURANCE	INSUR. WORD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PER. <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CPS1762725	04/25/2013	04/25/2014	EACH OCCURRENCE \$ 1,000,000 CHARGES TO HEMED PARTISAN (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	605448635	04/05/2014	04/05/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEP <input type="checkbox"/> REPLENISH					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS CSH-FB E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROPERTY		605448656	04/05/2014	04/05/2015	LIMIT: \$25,000
B	INLAND MARINE		605448656	04/05/2014	04/05/2015	LIMIT: \$38,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required))
 Certificate holder is named as additional insured.

CERTIFICATE HOLDER CITY OF SANTA FE P.O. BOX 908 200 LINCOLN AVENUE SANTA FE, NM 87501	CANCELLATION 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
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**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | |
|--------------------------|-------------------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | PSA AMENDMENT | <input type="checkbox"/> |

2 Name of Contractor The RainCatcher, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$194,731.23

Termination Date: June 30, 2017

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Design-build services for storm water management improvements on the Arroyo Chamiso and Santa Fe River

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 194,731.23 of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$194,731.23



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP RFQ Sole Source Other

6 Procurement History: First year of a three year contract
example: (First year of 4 year contract)

7 Funding Source: G.O. Bond Watershed and Arroyos BU/Line Item: 426010/572970.0113400

8 Any out-of-the ordinary or unusual issues or concerns:
See attached memo.
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Brian Drypolcher Phone # 955.6840

Division Contract Administrator: Sarah Yuma

Division Director: Eric Martinez *EM*

Department Director: Isaac J. Pino, PE *Isaac J. Pino*

10 Certificate of Insurance attached. (if original Contract)

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Procurement was implemented via a competitive Request for Proposals process

12 Prior year's contract amount?: NA

13 Describe service impact from an ongoing commitment to the contractor: Contractor has assembled a strong team of local professionals with an established track record of quality work. Good impact.

14 Why staff cannot perform the work?: The work requires specialized licensing and equipment.

15 If extending contract, why?: NA

16 Was a Santa Fe company awarded contract? If not, why?: Yes.

17 Has the contract has been approved as to form by City Attorney's Office?: Pending. YES

18 Is this for City Manager or Council approval?: City Council

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

EVALUATION CRITERIA & WEIGHTED VALUES

RFP# '14/28/P

PROJECT: Stormwater Management Improvements, Arroyo Chamiso and Santa Fe River

NAME OF CONTRACTOR ORGANIZATION: _____

EVALUATION CRITERIA:

The contractor selection will be based upon evaluation of the proposal and the contractor firm relative to the evaluation criteria.

Proposal Component	Weighted Value	Evaluation Points (1 = low, 10 = High)	Total Score	Max Score
Work Hour and Fee Proposal: Consider the values of the overall fee, wage rates, administrative costs and cost of work delivered. Is all information provided, e.g., wage rate unit costs, administrative costs, materials and construction costs, overhead if any?	20			200
Organizational Data: Is the information complete? Consider organization's longevity, stability and legal status. Size of organization? Type of facilities?	10			150
Workload: Consider current workload, organizational capacity, and ability of organization to take on new work.	10			100
Knowledge of Local Conditions: Are the organization, staff and board of directors familiar with local neighborhood issues, project sites, local design and construction practices? Consider familiarity with the City of Santa Fe Public Works, environmental and regulatory requirements.	15			150

Experience, Organization and Staff: Consider the degree to which the organization/team has a demonstrated a history of providing relevant services safely and of good quality. Consider degree to which identified staff/team members possess relevant skills and experience. Consider history of team members' experience collaborating on similar projects?	20			
Project Approach: Consider the quality and thoroughness of the team's approach to ensure that the work and the integration of the design and construction activities address the City's objectives for the project.	15			
Overall Quality of Proposal: Is the required information included. Are the proponent's experience, approach and capabilities conveyed well?	10			
Total Score	100			1000
Multiply the Total Score by factor of 1.08 if company has an approved local preference certification form included with proposal:				1080

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE EVALUATOR

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

DEPARTMENT & DIVISION: _____

City-wide Watershed and Arroyo Projects

9/7/11 Draft

Arroyo Name	Segment Location, Downstream	Segment Location, Upstream	Description of Problems	Cost
Arroyo Gabra (Cristo Rey Area)	Confluence with Santa Fe River	Apodaca Hill	Flooding / Washout Issues	\$50,000.00
Arroyo de la Piedra (along Camino Real)	Bridge at Murales Road		Erosion / Flooding / Structure Issues	
Arroyo de la Piedra (Sierra Del Norte / Barranca Subdivisions)	Confluence with Arroyo Macaras / Santa Fe River	headwater	Erosion / Flooding / Structure Issues / Illegal Fill Issues	\$100,000.00
Arroyo de la Piedra (Sierra Del Norte Subdivision)	East of Bishops Lodge Road	Paseo del Sur	Erosion / Flooding / Structure Issues	
Arroyo de los Chamisos	599 intersection	approx. 800' upstream of Santa Fe Trail 90 degree turn	Erosion / Flooding / Structure Issues	
Arroyo de los Chamisos	Rodeo Road	Santa Fe High School	Erosion / Flooding / Structure Issues	
Arroyo de los Chamisos	Governor Miles Road	Camino Carlos Rey	Erosion / Flooding / Structure Issues	\$500,000.00
Arroyo de los Chamisos (Muesum Hill Area to Santa Fe High School)	Crossing at Auto Park		Erosion / Flooding / Structure Issues - Private Property	
Arroyo de los Chamisos (Sams Club to NM 599)	Santa Fe High School	South of Camino Lejo	Erosion / Flooding / Structure Issues - Private Property	
Arroyo de los Pinos	Rodeo Road	NM 599	Erosion / Flooding / Structure Issues	
Arroyo En Medio	Confluence with Arroyo Chamisa	headwater	Erosion / Flooding / Structure Issues	\$25,000.00
Arroyo En Medio (Along Rodeo Road E of St. Francis Dr)	Sawmill East	Calle San Simon	Erosion / Flooding / Structure Issues	
Arroyo En Medio (Old SF Trail along Rodeo Rd / E Sawmill Area)	St Francis Dr	Old Pecos Trail	Erosion / Flooding / Structure Issues	\$150,000.00
Arroyo Mascaras	Confluence with Santa Fe River	Old Santa Fe Trail (E Behind Quail Run Subdivision)	Erosion / Flooding / Structure Issues	
Arroyo Mora (Upper Canyon Road)	Confluence with Santa Fe River	Bishops Lodge Road	Erosion / Flooding / Structure Issues	\$50,000.00
Arroyo Rosario	Confluence with Santa Fe River	South of Calle Militar	Erosion / Flooding / Structure Issues	\$25,000.00
Arroyo Saiz	Paseo De Peralla (Rosario Cemetery)	Headwaters	Erosion / Flooding / Structure Issues	\$50,000.00
Canada Ancha (Upstream from Lorenzo Road)	Confluence with Santa Fe River	Headwaters	Erosion / Flooding / Structure Issues	\$50,000.00
Canada Ancha (Lorenzo Road)	Lejano Lane / Gonzales Rd Area	Headwaters Near 10,000 Waves Spa	Erosion / Flooding / Structure Issues	
Canada Ancha (Cerro Gordo Road to SF River)	Cerro Gordo Road	Lejano Lane / Gonzales Rd Area	Erosion / Major Flooding / Structure Issues	\$500,000.00
Santa Fe River	Confluence with Santa Fe River	Cerro Gordo Rd	Drainage / Box structure issues - extreme siltting	
	Santa Fe County line	Annexation Area line	Erosion / Major Flooding / Structure Issues	\$500,000.00
				\$2,000,000.00