

City of Santa Fe
Services Contract

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Wunderlich-Malec Systems** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

D. "You" and "your" refers to **Wunderlich-Malec Systems**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. Contractor will provide professional Automation / Control Engineering, SCADA /Control System Integration, SCADA IT and Network Telemetry Support services for the City of Santa Fe Public Utilities Department.

1) Location of Services shall include the following locations but not limited to:

- a. Canyon Road Water Treatment Plant and Remote Sites.
- b. Transmission and Distribution Main Office and Remote Sites
- c. City of Santa Fe Wastewater location.

2) The Contractor shall provide but not limited to following services as needed:

a. Emergency and Non-Emergency SCADA and Field Support Services:

- i. Provide qualified and competent technical support within 2 hours for Emergency and 12 hours for Non-Emergency.

b. Automation and Controls Engineering Service:

- i. Provide Automation and Controls engineering solutions to better optimize the efficiency of the water treatment facility automation and control.

- ii. Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
- c. System Software Updates:
 - i. Keep the City informed of all applicable software and firmware updates that would benefit or improve the SCADA system or other components.
- d. Software Programming:
 - i. Plan, test, develop and deploy any new software or programming modifications, improvements or additions to improve process control as needed.
- e. Telemetry Radio Network:
 - i. Provide complete system support for existing radio telemetry.
- f. Computer Support:
 - i. Provide network and IT support solutions for SCADA computer and associated components.
 - ii. Keep the City informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining the highest level of security.
- g. Preventative Maintenance Plan:
 - i. Assist the City in the development of a 10 year preventative maintenance plan to upgrade and/or replace critical SCADA assets.
- h. Documentation:
 - i. Provide documentation in AutoCAD and PDF format for any and all changes to automation and control process.

3) Deliverables

- a. Deliverables by Contractor
 - i. The contractor shall purchase and install necessary software and hardware components as directed by authorized personnel.
 - ii. The contractor shall maintain and secure any documentation, PLC programs and any critical related SCADA information for the length of contract. Upon termination of the contract the listed items shall be turned over to the City of Santa Fe.

3. Compensation

The total compensation under this Agreement shall not exceed two hundred and eighty thousand dollars (\$280,000), excluding New Mexico gross receipts tax as described in Exhibit "A" attached hereto and incorporated herein. The breakdown is as follows:

Fiscal Year 2019 - 2020, seventy thousand dollars (\$70,000), excluding New Mexico gross receipts tax

Fiscal Year 2020 - 2021, seventy thousand dollars (\$70,000), excluding New Mexico gross receipts tax.

Fiscal Year 2021 - 2022, seventy thousand dollars (\$70,000), excluding New Mexico gross receipts tax

Fiscal Year 2022 - 2023, seventy thousand dollars (\$70,000), excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts

of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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 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.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no

increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this

Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Wunderlich-Malec Systems
Attn: Sebastian Rabo
8804 Washington St., Suite B
Albuquerque, NM 87113

To Contractor:
Director
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87504

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

Wunderlich-Malec Systems
Attn: Sebastian Rabo
8804 Washington St., Suite B
Albuquerque, NM 87113

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

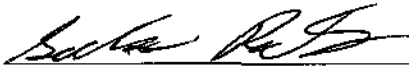
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

Wunderlich-Malec Systems


ALAN WEBBER, MAYOR

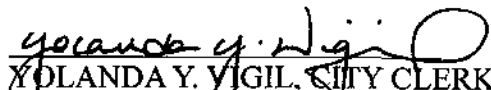
 Project Manager
NAME & TITLE

DATE: 9/30/19

DATE: 9/16/2019

CRS# -03-185297-00-1
Registration # 19-00123371

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 9-25-19

APPROVED AS TO FORM

 8/14/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

5050385.510320; 5050386.510320; 5000361.510310
Business Unit Line Item



**Automation and Controls Engineering
SCADA Support Services**

**WM Proposal: 8119519
Santa Fe RFP: '19/50/P**



**Prepared for:
City of Santa Fe Water Division
Santa Fe, New Mexico**

June 27, 2019

Revision 1

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1 Company Introduction

Clients in a wide variety of industries across the United States rely on W-M for advanced engineering solutions. Many of them are looking to improve profitability, efficiency and safety objectives, since 1982 W-M has excelled at creating and deploying the total solutions they need to meet their business objectives. We believe the key to our success is our depth of talent, proven methodologies and exceptional flexibility. Our people are passionate about solving your unique engineering challenges, and with the support of industry experts behind them, they can successfully execute projects of any size while meeting your requirements of scope, schedule and budget. W-M utilizes a secure IT network infrastructure that ensures confidentiality of client proprietary data. Please visit our website at: www.wmeng.com for further details.

This project will primarily be executed out of our Albuquerque, NM office, which has been servicing clients in New Mexico and other clientele in the southwest region for over 25 years. W-M is a certified resident business in the State of New Mexico.

W-M has performed work at the City of Santa Fe for many years and is interested in continuing to grow its relationship with the City.

Company Profile

- W-M is a full-service Engineering & Industrial Control Systems Integration Firm founded in 1982.
- As of March 2012 - 100% Employee Owned ESOP
- Financially Strong with annual revenue in excess of \$90M
- 470 Employees Strong
 - Electrical, Mechanical & Controls Professionals - 350
 - Management Team - 50
 - Shop/Panel Assembly/Labor - 40
 - Corporate, IT, HR, Accounting - 30
 - Professional Engineering Registrations - 189 in 46 states

33 Project Engineering Offices and 2 Manufacturing Centers



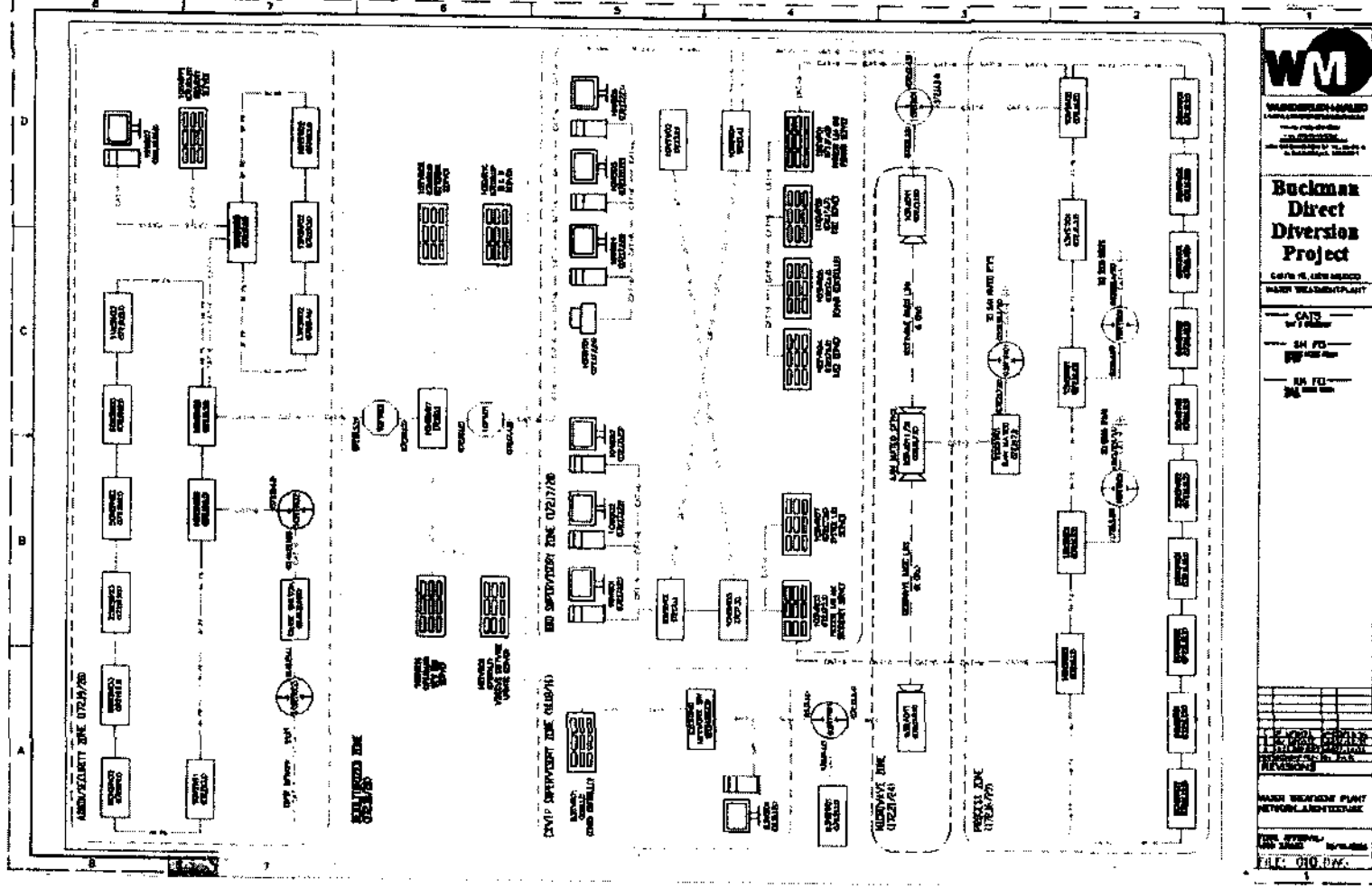
- **Wunderlich-Malec's stability can be attributed to its diversity in clients and industries served:**
 - Water/Wastewater Treatment
 - SCADA/All Utilities
 - Semiconductor/Solar
 - Building Automation
 - Food and Beverage
 - Metals/Mining
 - Data Centers
 - Life Sciences
 - Power Generation/T&D
 - Oil & Gas, Ethanol Production
 - Governmental Facilities
 - Industrial Manufacturing
 - Material Handling
 - Specialty Chemical

Radio Telemetry


W-M excels in the supply of wireless communication networks. Our wireless communication specialists provide communication path studies utilizing a digital terrain analysis package and confirm the validity of the results with on-site testing. Based on these investigations, we will recommend the appropriate wireless technology, the need for repeaters or alternate communication methods, antenna heights, and prepare radio path studies where appropriate.

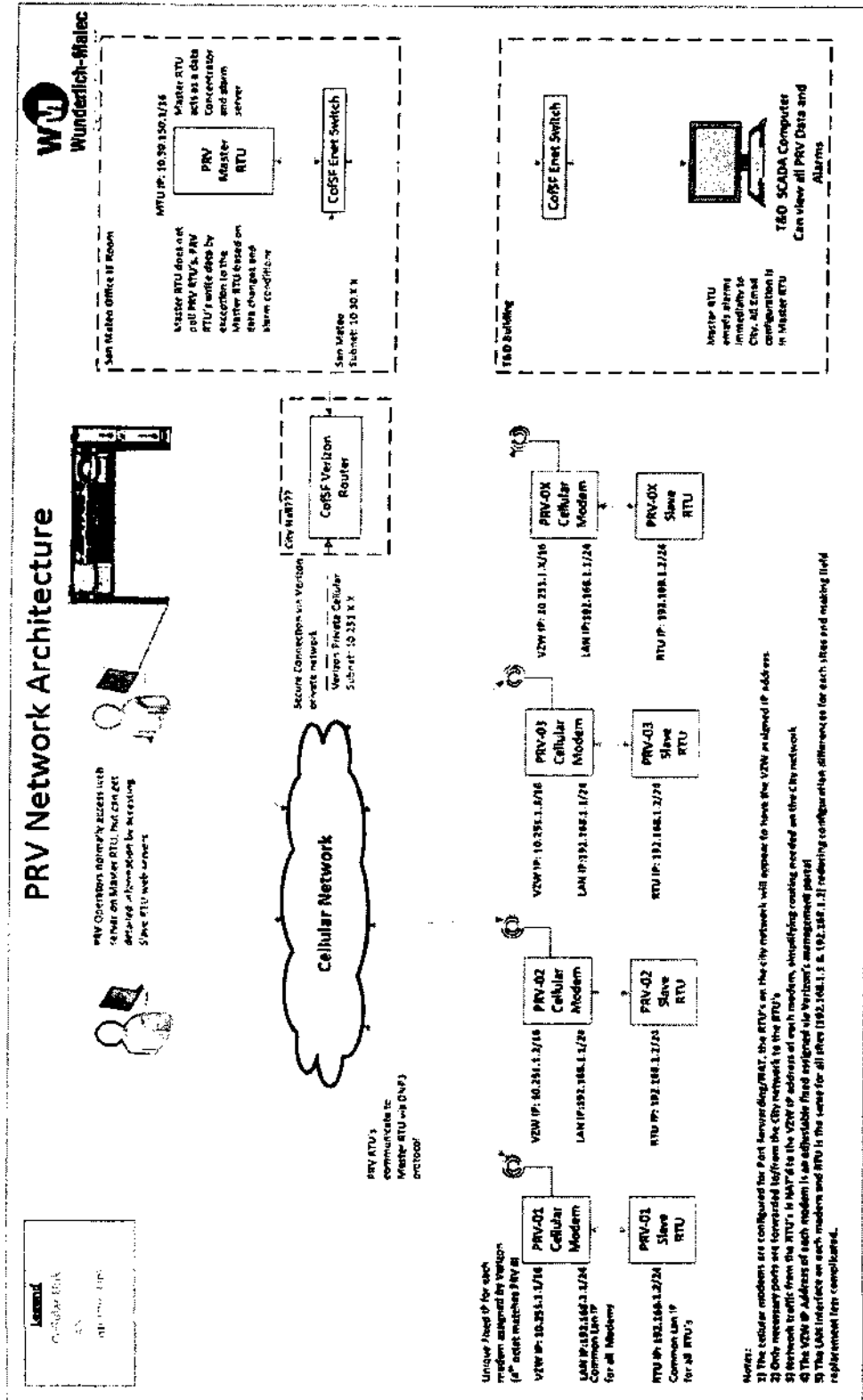
Contact Information:


- a) Name: Sebastian Rabo
- b) Title: Project Manager
- c) Phone: (505)-856-6800 ext. 102
- d) Fax: (505)-856-6700
- e) Email: sebastian.rabo@wmeng.com
- f) Address: 8804 Washington St. NE, Suite B
Albuquerque, NM 87113



2) City of Santa Fe – PRV SCADA Upgrade:

PROJECT PROFILE OF IMPLEMENTED SYSTEMS		
TITLE AND LOCATION: City of Santa Fe Water Dept., New Mexico PRV SCADA Improvement Project		
PROJECT OWNER: City of Santa Fe Water Department, New Mexico		YEAR COMPLETED: 2017
POINT OF CONTACT: Alex Gamino	POINT OF CONTACT PHONE NUMBER: (505)-955-4375	
BRIEF DESCRIPTION OF PROJECT Description of Project: <p>The PRV (Pressure Reducing Valve) system maintains the City of Santa Fe potable water system at specific pressures to avoid over pressurizing the water system as well as monitor and alarm the system for water main breaks, intrusions, etc...</p> <p>The original SCADA system consisted seventeen serial based RTU's which connected to the MTU (Master Terminal Unit) with a leased line system. The system had a poll rate of 18 minutes which caused response time issues. The system also consisted of obsolete hardware that was difficult to maintain.</p> <p>W-M recommended a cellular modem solution since many of the PRV stations were located near residences and homeowners had become vocal about having large towers and antennas located "in their backyard"</p> <p>W-M performed path studies comparing the two main cellular providers in the area (Verizon & AT&T), then designed a retrofit replacement of the new equipment into the original enclosures.</p> <p>The new communications system consists of RTU's and an MTU that utilize the DNP3 protocol for efficient bandwidth utilization of the cellular network. As opposed to the MTU polling the RTU's at a periodic interval the RTU's push data to the MTU on data change (report by exception), this not only reduces the cellular subscription cost but provides data and alarms immediately on occurrence.</p> <p>The city requested a <u>third party</u> firm to perform a network penetration test in order to determine the security designed into the system protected the Cities assets, the system passed the penetration test with very high ratings.</p> <p>The new system also utilizes a web <u>server based</u> operator interface built into the MTU that provides efficient and user friendly access to the City operators via cell phones, iPads, etc... as well as providing emailed alarms notifications to City operators regardless of where they are located.</p>		



	<h2>City of Santa Fe, New Mexico</h2> <h1>BUSINESS LICENSE</h1>
City Of Santa Fe PO BOX 900 Santa Fe NM, 87504	Official Document Please Post
Business Name: WUNDERLICH-MALEC SYSTEMS	
Location: SF COUNTY	
Class: BUSINESS LOCATED OUT OF CITY LIMITS	
Comment:	
Control Number: 0061563	Issue Date: February 13, 2019
License Number: 19-0012271	Expiration Date: December 31, 2019
WUNDERLICH-MALEC SYSTEMS 8004 WASHINGTON ST NE STE B ALBUQUERQUE NM 87113	

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE


Issued to: WUNDERLICH-MALEC SYSTEMS INC

DBA: WUNDERLICH-MALEC SYSTEMS INC
8804 WASHINGTON ST NE STE B
ALBUQUERQUE, NM 87113-2702

Expires: 30-Jun-2020

Certificate Number:

L0899527984



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

5 Work Plan & Project Schedule

The provided scope of work is not for a pre-defined set of deliverables. W-M will be expected to provide engineering services and equipment on an as needed basis in a timely fashion.

Since the specific scope is undefined at this time a hard baseline schedule of deliverables is not available. W-M is aware that timing will be key and that annual closeout of any contract(s) will be based on the end of Santa Fe's fiscal year which ends every June 30th

It is expected that the deliverables will vary in nature with various activities including:

- 1) PLC Programming
- 2) SCADA Programming
- 3) Telemetry testing and reports
- 4) AutoCAD design including wiring schematics, network architecture & P&ID's
- 5) Instrumentation troubleshooting
- 6) Equipment Procurement
- 7) Equipment installation

All the above activities will be coordinated with the City to ensure delivery of a quality product in accordance with the expectations of the City staff.

WM Personnel Profile
Wunderlich-Malec

SEBASTIAN RABO
PROJECT MANAGER

CREDENTIALS

BS Mechanical Engineering
State University of NY Stony Brook

MS Mechanical Engineering
State University of NY Stony Brook

CERTIFICATIONS

Hazard Analysis
09/11/2009

Emerson Delta V
09/06/2002

Rockwell RSLogix
03/23/2001

Schneider Citect
04/24/2009

GE Historian
12/07/2005

SKILLS

Project Management
Microsoft Project

Design Services
AutoCAD
Communications systems
Network Systems
System Architecture Design

HMI/SCADA System Tools
Schneider Citect

PLC Control Systems
Rockwell ControlLogix
Schneider M350/580
Schneider Quantum
Schneider Unity

Communication Protocols
BACnet (BMS)
Ethernet/IP
Modbus/TCP
Modbus RTU

System Integration
Factory Acceptance Testing
Startup/Commissioning
Support
Subcontractor/Installation
Coordination

INTRODUCTION

Mr. Rabo brings 25 years' experience as a controls engineering to industrial control system projects including project management, construction management, scheduling and detailed product knowledge. His technical background includes process instrumentation and control system applications in semiconductor facilities, biotech/pharmaceutical, food/beverage manufacturing, and governmental facilities. Current duties include control system design consulting, engineering and project management, and detailed development of PLC and HMI applications.

EXPERIENCE

Project Manager

Santa Fe, BDD Buckman Direct Diversion Plant

Project Manager

City of Santa Fe, City Wide RTU Replacement

Performed management duties including
Ensured on-time and on schedule execution of all tangible and engineering deliverables

Developed overall Bill of Materials and performed all procurement
Acted as overall QA/QC supervisor via peer reviews and Factory Acceptance Testing (FAT)

Lead Engineer

Santa Fe, Water Treatment Plant Distribution

Lead engineer/Project manager for PLC/SCADA/Telemetry design, PLC replacements, onsite commissioning

Controls Engineer

DiSA, Ogden UT Data Center SCADA

Programmed SCADA, Configured servers for multiple communication protocols
Prepared software progress status reports. Performed QA/QC reviews

Project Manager

BAFB Data Center Industrial Controls

Project Manager/Lead engineer for industrial controls

Managed Engineering Staff

Tracked Procurement

Performed QA/QC of all installation drawings

Managed all Submittals, RFIs and Change Management

Developed and maintained detailed project schedule

Lead Engineer

Intel, FAB-17 FMS/LSS Installation

Technical lead for multi-office programming effort consisting of 20+ A-B PLC's (PLC-5 and ControlLogix) and Complicity SCADA system

Assisted client in re-developing and updating P&ID's, SOO's, I/O Lists, etc.

Main site contact for LSS system integration and commissioning

Prepared all Factory Acceptance Test documentation

Coordinated with site Electrical Contractor to execute all site commissioning

Project Engineer

LANL, DARHT Data Axis Hydrodynamic Test Facility

Worked with engineers of all disciplines to develop Sequence of Operation for Joint Project (Los Alamos, Livermore, Berkeley national Lab Data Axis Hydrodynamic Test Facility)

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WM **Personnel Profile**
Wunderlich-Malec

WILLIAM HYLAND
SENIOR CONTROLS ENGINEER

CERTIFICATIONS

Inductive Automation Ignition HMI
03/07/2015

SKILLS

Design Services

AutoCAD
Control Panel Design
Control Valves
Cost Estimating
Motor Control Centers
SQC Development
Specification Development

Architectural Services

Auto CAD

Control System Engineering

Control Panel Design/Wiring
Schematics
Control Valves
Cost Estimating
P&ID
Development/Instrument
Data Sheets
Sequence of Operations
Development

Electrical Engineering

AutoCAD
Building Controls
Emergency Generation &
UPS Systems
MCC's
Medium Voltage Design
Motor Control Centers
Motor Controls
UPS Systems
VFDs / ASDs

Process Systems Tools

Honeywell Experion
Rockwell PlantPAx

HMI/SCADA System Tools

FactoryLink
GE Proficy Simplicity
GE Proficy iFIX
Iconics
Inductive Automation Ignition
HMI

INTRODUCTION

Mr. Hyland brings over 30 years' experience in Building Management, Factory Control, Material Handling and Utility Systems Control, including Life Sciences, Semiconductor Boiler/Steam, NH3 Refrigeration, CO2 Collection/Distribution and Power Generation/Distribution Systems, using PLC and Microprocessor based controls. SCADA System Design and Programming, PLC Programming, Control System/Plant Operating System Integration, System Installation, System Debug and Start-up, including Validated environments. Current technical work includes PLC, SCADA, and server development.

EXPERIENCE

Senior Controls Engineer

ZS Pharma Train 3 BMS & EMS

Provided design support for the PLC Main & RIO enclosures. Interface with the customer on an ongoing basis to support the project. Determined various system interfaces required for BMS and EMS monitoring. Programmed the initial high priority BMS (Effluent Neutralization & Chilled Water) & EMS (UPW) PLC communication routines using Rockwell RSLogix Studio 5000. Programmed the FactoryTalk HMI overview screens for the high priority interfaces. Modified the BMS PLC program to support migration to the Archaestra System Platform SCADA. Migrated screens from FactoryTalk to Archaestra System Platform.

Senior Controls Engineer

SUMCO FMS PCW Modifications

Modified PCW pump pressure control from static setpoint to PID control. Modified Rockwell RSLogix PLC and Iconics HMI programming. Provided installation and startup support.

Senior Controls Engineer

BAFB Mountainview

Programmed PLC and HMI. Provided startup support and validated code with ACOE for a large Data Center Chilled Water System including Chillers, Cooling Towers and associated support and distribution equipment. Generated the O&M Manual, modified the As-Built drawings per customer input, published and shipped the O&M Manual to the customer.

Senior Controls Engineer

SUMCO Automation Support

Provided PLC, HMI, and systems troubleshooting support, as requested by SUMCO. Program and maintain HVAC equipment, such as AHUs, MAUs, VAVs, CAVs, Chilled Water, and Gas Detection using Rockwell RSLogix Studio 5000, Niagara AX Workbench, ProSoft Configuration Builder over Ethernet/IP, BACnet and Modbus networks.

Senior Controls Engineer

City of Santa Fe - Canyon Road WTP

Update of the Canyon Road WTP Visio Object application screens to match the current Water Transmission and Storage System Master Plan drawing. Modification of screen elements to match current best practices.

Senior Controls Engineer

Semiconductor Manufacture:

Replacement of aging factory control system with modern building control PLC & SCADA systems for control of building environment, industrial process, and utilities equipment. Project included porting of existing control strategies with appropriate

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DWIGHT D. DUPY, P.E.

STRATEGIC DEVELOPMENT MANAGER, ELECTRICAL POWER ENGINEERING

EDUCATION

*Bachelor of Science
Electrical Engineering &
Bachelor of Science
Computer Science
Kansas State University*

CERTIFICATION

- OSHA 10

LICENSURE

- Registered Professional Engineer in the State of New Mexico
- Licensed Electrical Contractor in the State of New Mexico
 - EE98: low-voltage
 - EL-1: high-voltage

PROFESSIONAL SKILLS

- Medium-Voltage Design
- Low-Voltage Design
- Utility Power Systems
- System Commissioning
- System Operations
- Project Management

SPECIALITIES

- Medium-Voltage
- Low-Voltage Systems
- Generator Systems
- UPS Systems
- Data Center Designs
- Feasibility Studies
- Electrical Audits
- Safety, Reliability & Redundancy in Design
- Facility Power Systems

EXPERIENCE

Mr. Dupy brings more than 39 years of experience as an electrical engineer to power system projects; including project management, system design, design management, construction management, scheduling, commissioning, operations, sustaining and detailed product knowledge. His technical background includes electrical transmission and distribution power system applications at utilities, in semiconductor industrial facilities, data centers, labs and offices. Current duties include strategic development of various customer's requirements, system design, consulting, engineering, project management, project scope definition and development, and detailed development of electrical power systems. Mr. Dupy is located at the Wunderlich-Malec office in Albuquerque, and is highly regarded as a detailed and methodical project engineer.

REPRESENTATIVE PROJECT PROFILES

- Santa Clara, CA – semiconductor company mask operation upgrade project oversaw design of medium- and low-voltage system; including design of substations and interface with utility along with power to numerous processes
- Chandler, AZ – new semiconductor facility type design and construction.
 - Designed upgrade to campus medium-voltage underground power systems to provide capacity to new facility
 - Introduced the use of 600Vac power distribution to new facility in addition to 480Vac to reduce capital and operating costs
 - Introduced innovative medium-voltage design for underground distribution to feed new facility
- Albuquerque, NM – Oversaw design of numerous data centers for semiconductor company in numerous locations. This included new data centers and retrofit of existing data centers to accommodate the latest server hardware and associated systems. Introduced the use of new electrical systems to reduce installation and operation costs;
 - Use of busway versus tray,
 - Elimination of PDU and transformers within the data center,
 - Increase of voltages from 208 to 415Vac to equipment racks/cabinets
- Semiconductor fab electrical designs in numerous locations
- Electrical supplier management
- Standardization of electrical specifications
- Design of overhead and underground distribution and transmission systems
- Design of modular integrated electrical enclosures for substations and facilities.

Confidential.

This document contains confidential and proprietary information which may not be copied, disclosed, or used in any way except as expressly authorized in writing by Wunderlich-Malec.

Dwight Dupy, Profile
06-2013

7 Proposed Fees

**SUBMITTAL REQUIREMENTS
'19/50/P**

HOURLY RATE: \$ 145 for Control System Integrator for regular hours between 8:00 AM and 5:00 PM, Monday - Friday.

HOURLY RATE: \$ 165 for Professional Engineer for regular hours between 8:00 AM and 5:00 PM, Monday - Friday.

HOURLY RATE: \$ 115 for Field Technician for regular hours between 8:00 AM and 5:00 pm Monday – Friday.

A multiplier of 0.5 will be multiplied and added to the regular hourly rate for hours between 5:00 PM and 8:00 AM, weekends and holidays.

TRAVEL RATES: \$ 0.58 round trip from contractor's facility at a rate per mile.