



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 08/26/15**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 08/17/15**

**ISSUE:**

7. Bid No. 15/29/B – Professional Services Agreement – Automation Engineering/ SCADA/Networking Support Services for Water Division; Wunderlich-Malec Systems. (Alex Gamino and Alex Puglisi)

**FINANCE COMMITTEE ACTION:**

Approved as Consent item.

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

| <b>VOTE</b>           | <b>FOR</b> | <b>AGAINST</b> | <b>ABSTAIN</b> |
|-----------------------|------------|----------------|----------------|
| COUNCILOR TRUJILLO    | X          |                |                |
| COUNCILOR RIVERA      | X          |                |                |
| COUNCILOR LINDELL     | X          |                |                |
| COUNCILOR MAESTAS     | Absent     |                |                |
| CHAIRPERSON DOMINGUEZ |            |                |                |

4-13-15

**ACTION SHEET**  
**PUBLIC UTILITES COMMITTEE MEETING OF 8/5/15**

**ISSUE NO. 14**

Request for approval of Award of Bid '15/29/B and Construction Contract with Wunderlich-Malec Systems for SCADA Engineering Services for \$200,000.00 exclusive of NMGRT for a term of four (4) years. (Alex Puglisi)

Public Utilities Committee – 8/5/15  
 Finance Committee – 8/17/15  
 City Council – 8/26/15

**PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 8/17/15 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

| VOTE:                   | FOR    | AGAINST | ABSTAIN |
|-------------------------|--------|---------|---------|
| COUNCILOR RIVERA, CHAIR | X      |         |         |
| COUNCILOR MAESTAS       | X      |         |         |
| COUNCILOR BUSHEE        | X      |         |         |
| COUNCILOR DIMAS         | Absent |         |         |
| COUNCILOR IVES          | X      |         |         |

# City of Santa Fe, New Mexico

# memo

DATE: 7/22/2015

TO: Public Utilities Committee/Finance Committee/City Council

VIA: Nick Schiavo, Public Utilities and Water Division Director *PSA*  
Robert Rodarte, Purchasing Director  
Alex Puglisi, Source of Supply Manager *AAP#*  
Michael Moya, T&D Manager

FROM: Alex Gamino, Automation and Security System Administrator

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## ITEM

Request approval for Professional Service Agreement with Wunderlich Malec Systems in the amount not to exceed \$200,000 plus NMGRT.

## BACKGROUND AND SUMMARY

The City of Santa Fe Water Division recommends a Professional Service Agreement with Wunderlich Malec Systems in the amount of \$50k FY15/16, \$50k FY16/17, \$50k FY17/18 and \$50k FY18/19 for a total of \$200,000. The contractor will provide critical on call SCADA support services to the T&D and Source of Supply departments. In addition the contractor will be responsible for critical upgrades to SCADA network, security, radio telemetry and process automation. Wunderlich Malec Systems comes to the City of Santa Fe as a highly qualified contractor.

## JUSTIFICATION

An Automation Engineering/SCADA/Networking Support Services bid was solicited for the Water Source of Supply and Transmission & Distribution department (RFB# 15/29/B). Wunderlich Malec was the selected bidder of this Request for Bid process.

## RECOMMENDED ACTION

- Please approve a Professional Service Agreement with Wunderlich Malec Systems in the amount not to exceed \$50,000, plus NMGRT annually for a 4 year term totaling \$200,000 through FY 2019.
- Funding is sufficient and appropriated for expenditure.
- BU/LI #52361.510320 for Source of Supply
- BU/LI #52363.510310 for Transmission & Distribution

## RECOMMENDED ACTION

- City of Santa Fe Procurement Checklist
- Bid Tabulation Sheets
- PSA

**CITY OF SANTA FE RFB PROCUREMENT CHECKLIST**

Contractor Name: Wunderlich Malec Systems

Procurement Title: Automation Engineering/SCADA/Networking Support Services

Solicitation RFB#: Bid# 15/29/B

Department Requesting/Staff Member: Water Division/ Alex Gamino

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

- | YES                                 | N/A                                 |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Departments Recommendation of Award Memo addressed to Finance          |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Contract, Agreement or Amendment                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contracts and Agreements form                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____   |

Alex Gamino, Automation and Security System Admin  
 Department Rep Printed Name and Title

[Signature]  
 Department Rep Signature attesting that all information included

[Signature]  
 Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE\***

- | YES                                 | N/A                      |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final Bid Document   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Final RFQ  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of legal solicitation published in the newspaper, website, etc. |
| <input type="checkbox"/>            | <input type="checkbox"/> | All addendums  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Plan holders list  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Complete evaluation score sheets                                     |
| <input type="checkbox"/>            | <input type="checkbox"/> | Copies of all RFQ submittals   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copies of all bid submittals   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Bid Tab  |

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications                          |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.)   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Final overall evaluation matrix or summary of evaluator scores  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Other: _____  |

**AWARD\***

YES    N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Fully executed Memo to Committees from the Department with recommendation of award      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Winning bid (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contract Award Notice   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Email or notification sent to all Bidders/Offerors that award was made                  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office                                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____  |

**DISCLOSURES\***

YES    N/A

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Contractor Disclosures &amp; Conflicts of Interest</b>                                |
| <input type="checkbox"/>            | <input type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Contractor –Conflicts of Interest</b>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Conflict of Interest form signed by all parties  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Letter from Procurement Office regarding the potential conflict                          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Subcontractor Disclosures</b>   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s)                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>Subcontractor –Conflicts of Interest</b>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Purchasing Office Letter or email to designated individual regarding potential conflict  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Conflict of Interest form signed by all parties  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Letter from Legal Office regarding the potential conflict                                |
| <input type="checkbox"/>            | <input type="checkbox"/> | Other: _____   |

**CONTRACT\***

YES    N/A

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Executed Contract                             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Other: _____  |

**MISCELLANEOUS FILE\***

YES    N/A

- |                                     |                                     |                           |
|-------------------------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | New Mexico Residence Form |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Veterans Exemption        |

Other: \_\_\_\_\_

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

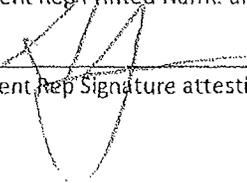
**PROTEST (If applicable)\***

- | YES                      | N/A                                 |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____  |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

- | YES                                 | N/A                      |                                    |
|-------------------------------------|--------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Original bid(s) with no redactions |

Alex Garmino, Automation and Security System Admin.  
Department Rep. Printed Name and Title

  
Department Rep. Signature attesting that all information included



CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Wunderlich-Malec Systems (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Location of Services shall include the following locations but not limited to:
  - (1) **Canyon Road Water Treatment Plant and Remote sites**
  - (2) **Transmission and Distribution Main office and Remote sites**
- B. The Contractor shall provide qualified and competent technical support staff on an on-call, as-needed basis to provide such services but not limited to:
  - (1) Emergency and Non-Emergency SCADA support services: Response onsite will be expected within 2 hours for Emergency and 12 hours for Non-Emergency.
  - (2) Professional Engineering services: Provide process and Automation engineering solutions to better optimize the efficiency of the water treatment facility automation control. Provide plan review and recommendations on new project integrations or process implementation involving SCADA and process changes.
  - (3) System Software Updates: Keep the City informed of all applicable software and firmware updates that would benefit or improve the SCADA system or other related software.
  - (4) Software Programming: Execute any new software or programming modifications, improvements or additions identified to improve operations.
  - (5) Telemetry Radio Network: Provide complete system support for existing radio telemetry in addition to providing solutions to upgrading to an Ethernet radio system.
  - (6) Computer support: Provide network and IT support solutions for SCADA computers and associated components. Keep the City informed on all necessary updates, upgrades, patches and firmware necessary to maintain the highest level of security.

- (7) Preventative Maintenance Plan: Assist the City in the development of a 10 year preventative maintenance plan to upgrade and/or replace critical SCADA components.
- (8) Documentation: Provide documentation in AutoCAD and PDF format for any and all changes to process and automation.

C. Deliverables by Contractor:

- (1) The Contractor shall purchase and install necessary software and hardware components as directed by authorized personnel.
- (2) The Contractor shall maintain and secure any documentation, PLC programs and any critical related SCADA information for the length on contract. Upon termination of the contract the list items shall be turnover to the City of Santa Fe.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred thousand dollars (\$200,000), plus applicable gross receipts taxes.

Fiscal Year 2015 - 2016, fifty thousand dollars (\$50,000) plus applicable gross receipts taxes

Fiscal Year 2016 – 2017, fifty thousand dollars (\$50,000) plus applicable gross receipts taxes

Fiscal Year 2017 – 2018, fifty thousand dollars (\$50,000) plus applicable gross receipts taxes

Fiscal Year 2018 – 2019, fifty thousand dollars (\$50,000) plus applicable gross receipts taxes

The total amount for the four (4) years will be for services rendered to the City.

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

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2019, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its 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.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by 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 the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and

maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

### 13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance

of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any

action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Water Division Director  
Water Division  
801 W. San Mateo  
Santa Fe, NM 87504

Contractor:  
Wunderlich- Malec Systems  
8804 Washington St. NE Suite B  
Albuquerque, NM 87113

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS #02-303182-004  
City of Santa Fe Business  
Registration # 1500123371

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

   
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DEPARTMENT

52361.510320; 52363.510300  
Business Unit Line Item



**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**  or **CONTRACT AMENDMENT**

2 Name of Contractor Wunderlich-Malec Systems

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: June 30, 2019

Approved by Council Date: pending

or by City Manager Date: \_\_\_\_\_

Contract is for: SCADA engineering at CRWTP 4 FY's \$50,000 per FY \$40K sos \$10K T&D

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 \$ \_\_\_\_\_ 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: \$ 200,000



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

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

RFP# 15/29B Date: June 4, 2015

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 Procurement History: awarded for 4 years  
example: (First year of 4 year contract)

7 Funding Source: Water operating BU/Line Item: 52361.510320; 52363.510300

8 Any out-of-the ordinary or unusual issues or concerns:  
none  
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # \_\_\_\_\_

10 Certificate of Insurance attached. (if original Contract)

**Submit to City Attorney for review/signature**

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # \_\_\_\_\_

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

Note: If further information needs to be included, attach a separate memo.

Comments:

m



# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LICENSE AND PERMITS ORDINANCE, ARTICLE 10.02

Official Document  
Please Post

City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

Business Name: **WUNDERLICH-MALEC SYSTEMS**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0061562

License Number: 15-00123371

Issue Date January 08, 2015

Expiration Date December 31, 2015

**WUNDERLICH-MALEC SYSTEMS  
8804 WASHINGTON ST NE STE B**

**ALBUQUERQUE NM 87113**

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

THIS REGISTRATION LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2014

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).

| <b>PRODUCER</b><br>Phone: (952)944-2929<br>Fax: (952)944-3091<br><br>Horizon Agency, Inc.<br>6500 City West Pkwy #100<br>Eden Prairie, Minnesota 55344                | <b>CONTACT NAME:</b> Jane Doeber<br>PHONE (A/C, No, Ext): (952)944-7131 FAX (A/C, No): (952)944-3091<br>E-MAIL: jane@horizonagency.com<br>ADDRESS:  |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
|---|---|-------------------------------|--------|---|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br><br>Wunderlich-Malec Engineering, Inc., Wunderlich-Malec Systems, Inc.<br>Wunderlich-Malec Services, Inc.<br>5501 Feld Road<br>Minnetonka, MN 55343 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Travelers Property Casualty Company Of America | 25674 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: Travelers Property Casualty Company Of America   | 25674   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |

**COVERAGES** **CERTIFICATE NUMBER:** 4164 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           | Y        | 6306C26656714<br>Blanket Additional Insured<br>Primary and Non-Contributory<br>\$0 Deductible                       | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 7,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS                                    |           | Y        | 8106C26656714<br>\$1,000 Comprehensive Deductible<br>\$1,000 Collision Deductible<br>\$50,000 Hired Physical Damage | 1/1/2014                | 1/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/><br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           | Y        | C3P6C26656714   | 1/1/2014                | 1/1/2015                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>Per accident \$ 10,000,000  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                    |           | N/A      | UP6C26656714  | 1/1/2014                | 1/1/2015                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Santa Fe WPK FY 14-15 SCADA Support, Project #8114049

|                           |                     |
|---------------------------|---------------------|
| <b>CERTIFICATE HOLDER</b> | <b>CANCELLATION</b> |
|---------------------------|---------------------|

|  |   |
|--|---|
| Holder's Nature of Interest: Additional Insured<br><br>City of Santa Fe<br><br>1780 Canyon Rd.<br>Santa Fe, NM 87501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|--|---|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/30/2014

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).

|   |  |  |
|---|--|--|
| <b>PRODUCER</b><br>Horizon Agency, Inc.<br>6500 City West Pkwy #100<br>Eden Prairie, Minnesota 55344  | Phone: (952)944-2929<br>Fax: (952)944-3091 | <b>CONTACT NAME:</b> Jane Doerfler<br><b>PHONE (A/C, No, Ext):</b> (952)944-7131<br><b>E-MAIL ADDRESS:</b> jane@horizonagency.com<br><b>FAX (A/C, No):</b> (952)944-3091 |
| <b>INSURED</b><br>Wunderlich-Malec Engineering, Inc.; Wunderlich-Malec Systems, Inc.<br>Wunderlich-Malec Services, Inc.<br>5501 Feld Road<br>Minnetonka, MN 55343 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Commercial Casualty Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                     |

COVERAGES      CERTIFICATE NUMBER: 4173      REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVP  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|---|---------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |   |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |   |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                    |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |   |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A           |                         |                         | WC STATUTORY LIMITS \$<br>OTH-ER \$<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A        | Errors & Omissions<br>\$250,000 Deductible   |           |   | AE11133332961 | 1-1-2014                | 1-1-2015                | Per Occurrence \$5,000,000<br>Aggregate \$5,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Santa Fe WTP FY 14-15 SCADA Support, Project #B334049

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>Holder's Nature of Interest: Additional Insured<br><br>City of Santa Fe<br>1780 Canyon Rd<br>Santa Fe, NM 87501 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Robert R. Woodhams</i> |
|--|---|