



The Purchasing Memo

Date: September 18, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: P. Fred Heerbrandt, P.E., Engineer Supervisor *P. Fred Heerbrandt, P.E.*

Via: Michael Dozier, Wastewater Management Division Director *MD*

Via: Jesse Roach, Interim Public Utilities Director *JR*

Subject: On-Call SCADA and Controls Engineering Services

Vendor Name: SKM Engineering

Munis Vendor Number: 1080

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of a Professional Services Contract in the total amount of \$86,550.00 per year, including NMGRT, for On Call SCADA and Control Engineering Services for a term of four (4) years with SKM Engineering, for a total of \$346,200.00 over the contract term, including NMGRT.

1. Request for approval of a Budget Amendment Resolution (BAR) in the total amount of \$346,200.00 from the Wastewater Enterprise Fund/Fund 500 to WiP Construction..

CONTRACT NUMBER:

The FY26 Munis contract number is 3250596

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater Reclamation Facility utilizes many various types of rotating equipment and other electrically driven process equipment that electronic control systems that need periodic repair, replacement, and programming. The facility also has a Supervisory Control and Data Acquisition (SCADA) system that is expanding to areas of the facility that were not previously connected. This contract will assist in expediting this work by having a contract in place to provide this critical installation and programming service. A total of two contracts will be awarded from this procurement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects - 5000375

Munis Object Name/Number: WIP Construction - 572970

Budget Officer / Designee: Andy Hopkins **Date:** 09/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25152 was opened on March 28, 2025, and closed on April 25, 2025. Two proposals were received, and two contracts will be awarded.

Chief Procurement Officer (CPO)/Designee:  **Date:** 09/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Certificate of Liability Insurance (COI)

Professional Services Contract rate sheet

BAR

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **SKM Engineering**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. The contractor will provide professional Automation/Control Engineering, Supervisory Control and Data Acquisition (“SCADA”)/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department

- 1.) The location of these services shall include, but is not limited to:
 - a. Santa Fe Wastewater Reclamation Facility (73 Paseo Real);
 - b. Pump houses and lift stations associated with the Wastewater Reclamation Facility.
- 2.) The Contractor shall provide, but not limited to, the 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 via phone and/or remote VPN access provided by the City.
 - b. Automations and Controls Engineering Service:
 - i: Implement 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: Periodically update the city regarding applicable software and firmware updates that would benefit or improve the SCADA system or other components and assist in the installation of those updates.
- 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 security based on current cyber security standards.
- 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.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to SCADA and Controls Engineering for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. Payment. The total compensation under this Agreement shall not exceed \$346,200.00 for the term of this Agreement, including New Mexico gross receipts tax (“NMGRT”).

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work up to a maximum of eighty-six thousand five hundred and fifty dollars (\$86,550.00) in each fiscal year, including NMGRT. The NMGRT levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total compensation under this Agreement shall not exceed \$346,200.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event

will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

B. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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) 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 6, "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.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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 Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

8. Assignment

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

9. Subcontracting

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

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 Article were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract 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 contract.

All terms and conditions of the **RFP#25152 SCADA and Controls Engineering Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the

minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

D. Contractor shall maintain the above insurance for the term of this Contract 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.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. Limit of Liability

To the fullest extent permitted by law, Owner and Contractor (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Contractors total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Contractor for the associated task, whichever is greater.

26. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this

Contract shall not be affected and shall be valid and enforceable.

28. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

29. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Andrew Hardinge
73 Paseo Real
Santa Fe, NM, 87507
505-955-4619

To the Contractor:
SKM Engineering, LLC
ATTN: Ryan Pack
533 W. 2600 S, Suite 25
Bountiful, UT 84010
801-683-3761

30. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

31. Non-Collusion

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

32. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

33. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance,

or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

34. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:
SKM Engineering, LLC

Alan Webber, MAYOR

Ryan Pack
Ryan Pack (Aug 29, 2025 13:06:36 MDT)

Ryan Pack, Principal

DATE: Aug 29, 2025

NMBTIN#: 03669170004-GRT

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Sep 2, 2025 13:28:14 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Each Offeror should provide a Fixed Overhead Rate that will be evaluated. Offerors should also fill out the Cost sheet that is attached. The Fixed Overhead Rate and the cost sheets sections will be used in the final On-call Price Agreements for each Offeror.

Fixed Overhead Rate Percentage: _____

The prices quoted herein will be used in calculating the total compensation on the agreement and represent the total amount to be paid by the City of Santa Fe for goods and services provided. The Offeror is responsible for all associated costs, including but not limited to overhead, labor, equipment, tools, materials, applicable taxes, permits, licenses, fees, lodging, and any other necessary expenses. All quoted prices must be inclusive of these costs, and no additional reimbursement will be provided beyond the agreed agreement amount.

Offeror Instructions for Cost Sheet:

Do not add or delete items. Quantities provided are estimates only, and do not establish a definite quantity agreement. Do not change the quantity.

Provide comments on any variations from the Article and Description or the Unit of Measure. Also, provide comments to explain or clarify an item, or provide information as specifically stated in the RFP documents. Any comments that do not conform to the requirements of the RFP or on this form will be disregarded and will not be included in the resulting award.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under \$60,000.00		
1	1	Hourly	Supervising Technician – Regular Hourly Rate	\$205	
2	1	Hourly	Supervising Technician – Overtime Hourly Rate	\$307.50	
3	1	Hourly	Technician – Regular Hourly Rate	\$195.00	
4	1	Hourly	Technician – Overtime Hourly Rate	\$292.50	
5	1	Hourly	Laborer – Regular Hourly Rate	\$100	
6	1	Hourly	Laborer – Overtime Hourly Rate	\$150	
			Wage Rates for Projects Over \$60,000.00		
7	1	Hourly	Supervising Technician – Regular Hourly Rate	\$205	
8	1	Hourly	Supervising Technician – Overtime Hourly Rate	\$307	
9	1	Hourly	Technician – Regular Hourly Rate	\$195	

10	1	Hourly	Technician – Overtime Hourly Rate	\$292.50	
11	1	Hourly	Laborer – Regular Hourly Rate	\$100.00	
12	1	Hourly	Laborer – Overtime Hourly Rate	\$150.00	
			Wage Rates for Emergency Response		*After Hours/Weekends
13	1	Hourly	Supervising Technician– Regular Hourly Rate	\$307.50	
14	1	Hourly	Supervising Technician– Overtime Hourly Rate	\$461.25	
15	1	Hourly	Technician– Regular Hourly Rate	\$292.50	
16	1	Hourly	Technician – Overtime Hourly Rate	\$438.75	
17	1	Hourly	Laborer – Regular Hourly Rate	\$150.00	
18	1	Hourly	Laborer – Overtime Hourly Rate	\$225.00	
			Other Rates		
19	1	Daily	Sanitary/toilet facilities, rental rates	\$NA	
20	1	Rate/Mile	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	Per IRS Mileage	
21	1	Disc	Discount off parts	% NA	

Note: SKM updates their rate annually. These rates are based on our 2025 Billing Rates.

Additional expenses will be handled in the following manner:

- Mileage: IRS per mile rate for vehicles not rented
- Printing Costs: Pass through at cost for project documents
- Sub-Consultants: Pass through at cost, no mark-up
- Equipment Costs: Billed at cost plus 10% markup

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [HEERBRANDT, PAUL F.](#)
Cc: [CHAVEZ, JESSICA J.](#); [GUNTER, RAYMOND S.](#); [Purchasing DET](#)
Subject: RE: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD
Date: Monday, March 6, 2023 1:57:23 PM
Attachments: [image001.png](#)

Fred:

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service, Information Technology as listed below.** If the SOW should change, a new determination will be needed. Since the totality of this project will be more than \$60K, a Request for Proposals (RFP) will be the formal solicitation method to be used. Please keep this as part of the procurement file for future reference.

- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Thank you.

Regards,

Travis Dutton-Leyda – CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov
santafenm.gov



From: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>
Sent: Monday, March 6, 2023 8:20 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD

The four (4) year contract shall have a maximum total value of \$600,000.00, with \$150,000.00 allocated for each fiscal year, excluding NMGR, beginning in FY 2023/2024. This contract will be

utilized by the Public Utilities Department, with the following breakdown:

Amount Per Location

- Santa Fe Wastewater Treatment Facility: \$80,000 Per Year
- Canyon Road Water Treatment Facility: \$35,000 Per Year
- Transmission and Distribution Main Office: \$35,000 Per Year

The Contractor shall perform the following work:

- A. The 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. The location of these services shall include but is not limited to:
 - a. Santa Fe Wastewater Treatment Plant Facility and Remote Sites
 - b. Canyon Road Water Treatment Plant and Remote Sites
 - c. Transmission and Distribution Main Office and Remote Sites
 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. Automations 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.

Raymond 'Scott' Gunter, CPO

Procurement Manager

Finance Department

Central Purchasing Office

City of Santa Fe

c. 505-469-8949

RSGunter@santafenm.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2025

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

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

PRODUCER American Ins. & Investment 448 S 400 E Salt Lake City UT 84111	CONTACT NAME: Mason Allen	
	PHONE (A/C. No. Ext): 801-364-3434	FAX (A/C. No):
E-MAIL ADDRESS: mason.allen@american-ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance Company		37885
INSURER B : Hartford Accident & Ind Co.		22357
INSURER C : Twin City Fire Insurance Co		29459
INSURER D : Hartford Insurance Company of Illinois		38288
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 149360791 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			34SBAIJ6668	2/24/2025	2/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			34UECZT2028	2/24/2025	2/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAIJ6668	2/24/2025	2/24/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			34WEGBV3U14	8/11/2025	2/24/2026	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Retroactive Date 2/7/1994			DPR5024481	2/19/2025	2/19/2026	Each Claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe, NM
 200 Lincoln Ave
 Santa Fe NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mita Greene

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