

# STANDBY PREVENTIVE MAINTENANCE

CSA Program Enrollment Form



ITEM # 18-0015

Wagner Power Systems, **CUSTOMER SUPPORT AGREEMENT**, herein referred to as "Agreement" for new and used equipment is an important part of Caterpillar's continuing effort to provide OEM equipment owners with superior value and product support. This Agreement provides the owner reasonable assurance that the reliability and productivity of your equipment is maintained and unexpected repair cost is minimized. This Agreement allows you to do what you do best and focus on your core business while Wagner provides expert product support services on your equipment. Additional customer benefits:

- **PREDETERMINED COST** .....No surprises - maintenance cost are guaranteed up front.
- **FACTORY-TRAINED TECHNICIANS** .....Experienced technicians keep pace with advances in equipment technology.
- **MAINTENANCE HISTORY & SCHEDULING** .....Maintenance support staff utilize computerized scheduling & monitoring system.
- **GUARANTEED QUALITY** .....Cat diagnostic tools, fluids & filters assure consistent product quality and results.
- **EPA COMPLIANCE** .....Properly dispose of used fluids and filters in compliance with local & federal laws.
- **SAVINGS** .....Avoid overhead on maintenance vehicles, insurance or unemployment compensation; minimize costly downtime; repair before failure; increase your productivity; extend your equipment life and get maximum performance and resale benefits.

<b>COMPANY NAME:</b>	City of Santa Fe	<b>ACCOUNT NO:</b>	77910
<b>COMPANY ADDRESS:</b>	PO Box 909	<b>SITE ADDRESS:</b>	Main Plant Mobile EPSS
<b>CITY:</b>	Santa Fe	<b>CITY:</b>	
<b>STATE:</b>	NM	<b>STATE:</b>	
<b>CONTACT NAME:</b>	Pete Martinez	<b>PHONE NO:</b>	505-690-8699
<b>E-MAIL:</b>	PAMARTINEZ@SANTAFENM.GOV	<b>PHONE NO:</b>	505-379-7402
<b>PSSR NAME:</b>	Hutch		

MAKE / MODEL	SERIAL NO.	START HOURS	START DATE	TERM	CSA Status
ONAN / 6CTAA8.3	45824057	250	09/2017	per event	New <input checked="" type="checkbox"/> Renewed <input type="checkbox"/>

Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS	
<input checked="" type="checkbox"/> PM-1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM1</b> = \$550.00*** Dates of Maint: 09/2017 & 03/2018
<input type="checkbox"/> PM-2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM2</b> = Dates of Maint:
<input type="checkbox"/> PM-3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM3</b> = Dates of Maint:
<input type="checkbox"/> ATS Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Load Bank Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates: <b>Cable FT:</b> <b>KW:</b> <b>Volt:</b>
<input type="checkbox"/> Megger Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:

## SPECIAL INSTRUCTIONS:

\*\*\* PM-1 includes engine oil, coolant level 2 and fuel complete w bacteria analysis.

PM-1 includes engine oil sos only 03/2018.

Any non CSA maintenance repairs will be billed at Time & Material at the current Wagner Power Systems rate, and are subject to customer approval.

Tax and/or environmental charges should they apply are not included in above rate. Price Is Per Unit, Per Visit Including Parts, Labor and Travel

## SERVICE PROVIDED:

1. Provide applicable travel, labor, parts, fluids, and tooling to perform PREVENTIVE MAINTENANCE as defined under the "Maintenance Section" of Operation & Maintenance Guide at the above intervals (check all Preventive Maintenance Intervals that apply) to include changing fluids and filters, replace gaskets/seals made unusable during Preventive Maintenance, adjust and lubricate machine.
2. Perform walk-around-visual inspection of the complete machine. Inspections are intended to identify and report readily observable equipment condition and/or deficiencies, which could adversely affect safety, machine life, operation and/or performance.
3. Provide fluid analysis for engine compartment and cooling system at selected intervals (fuel sampling is not included).
4. Provide written Preventive Maintenance and fluids analysis reports and estimate(s) for any corrective action.
5. Provide computerized maintenance scheduling system and a contact person to coordinate the efficient scheduling of work.
6. Maintain service records of all Preventive Maintenance including fluid analysis.

Customers Signature:	_____	Date:	_____
PSSR Signature:	Albert Hutcherson	Date:	09/02/2017
Service Manager Signature:	_____	Date:	_____

Upon approval, please return to Albert Hutcherson at [hutcherson\\_albert@wagnerequipment.com](mailto:hutcherson_albert@wagnerequipment.com).



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<b>COMPANY NAME:</b>	City of Santa Fe	<b>ACCOUNT NO:</b>	77910
<b>COMPANY ADDRESS:</b>	PO Box 909	<b>SITE ADDRESS:</b>	Main Plant Mobile EPSS
<b>CITY:</b>	Santa Fe	<b>CITY:</b>	
<b>STATE:</b>	NM <b>Zip:</b> 87504	<b>STATE:</b>	<b>Zip:</b>
<b>CONTACT NAME:</b>	Pete Martinez	<b>PHONE NO:</b>	505-690-8699
<b>E-MAIL:</b>	PAMARTINEZ@SANTAFENM.GOV		
<b>PSSR NAME:</b>	Hutch	<b>PHONE NO:</b>	505-379-7402

MAKE / MODEL	SERIAL NO.	START HOURS	START DATE	TERM	CSA Status
MQ / DCA70SSIU2	7352024	675	09/2017	per event	New <input checked="" type="checkbox"/> Renewed <input type="checkbox"/>

Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS	
<input checked="" type="checkbox"/> PM-1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM1</b> = \$250.00 Dates of Maint: 03/2018
<input checked="" type="checkbox"/> PM-2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM2</b> = \$950.00 Dates of Maint: 09/2017
<input type="checkbox"/> PM-3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM3</b> = Dates of Maint:
<input type="checkbox"/> ATS Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Load Bank Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates: <b>Cable FT:</b> <b>KW:</b> <b>Volt:</b>
<input type="checkbox"/> Megger Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:

## SPECIAL INSTRUCTIONS:

PM-2 includes engine oil, coolant level 2 and fuel complete w bacteria analysis. Customer bought from Wagner look up history for parts.

PM-1 includes engine oil sos

Any non CSA maintenance repairs will be billed at Time & Material at the current Wagner Power Systems rate, and are subject to customer approval.

Tax and/or environmental charges should they apply are not included in above rate. Price Is Per Unit, Per Visit Including Parts, Labor and Travel

## SERVICE PROVIDED:

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5. Provide computerized maintenance scheduling system and a contact person to coordinate the efficient scheduling of work.
6. Maintain service records of all Preventive Maintenance including fluid analysis.

Customers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PSSR Signature: Albert Hutcherson Date: 09/02/2017

Service Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Upon approval, please return to Albert Hutcherson at [hutcherson\\_albert@wagnerequipment.com](mailto:hutcherson_albert@wagnerequipment.com).**



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<b>COMPANY NAME:</b>	City of Santa Fe	<b>ACCOUNT NO:</b>	77910
<b>COMPANY ADDRESS:</b>	PO Box 909	<b>SITE ADDRESS:</b>	High Summit
<b>CITY:</b>	Santa Fe	<b>CITY:</b>	
<b>STATE:</b>	NM	<b>Zip:</b>	87504
<b>CONTACT NAME:</b>	Pete Martinez	<b>PHONE NO:</b>	505-690-8699
<b>E-MAIL:</b>	PAMARTINEZ@SANTAFENM.GOV	<b>PHONE NO:</b>	505-379-7402
<b>PSSR NAME:</b>	Hutch		

MAKE / MODEL	SERIAL NO.	START HOURS	START DATE	TERM	CSA Status
Cummins / QSL9	21818655	246	09/2017	per event	New <input checked="" type="checkbox"/> Renewed <input type="checkbox"/>

Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS	
<input checked="" type="checkbox"/> PM-1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM1</b> = \$250.00 Dates of Maint: 03/2018
<input checked="" type="checkbox"/> PM-2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM2</b> = \$1150.00 Dates of Maint: 09/2017
<input type="checkbox"/> PM-3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM3</b> = Dates of Maint:
<input type="checkbox"/> ATS Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Load Bank Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates: <b>Cable FT:</b> <b>KW:</b> <b>Volt:</b>
<input type="checkbox"/> Megger Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:

## SPECIAL INSTRUCTIONS:

PM-1 includes engine oil analysis. PM-2 includes engine oil, coolant level 2 and fuel complete w bacteria analysis.

LF9009, WF2076, FS19732, 3973232 5-8 gallons DEO.

Any non CSA maintenance repairs will be billed at Time & Material at the current Wagner Power Systems rate, and are subject to customer approval.

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Customers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PSSR Signature: Albert Hutcherson Date: 09/02/2017

Service Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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<b>COMPANY NAME:</b>	City of Santa Fe	<b>ACCOUNT NO:</b>	77910
<b>COMPANY ADDRESS:</b>	PO Box 909	<b>SITE ADDRESS:</b>	West Side Reservoir
<b>CITY:</b>	Santa Fe	<b>CITY:</b>	
<b>STATE:</b>	NM <b>Zip:</b> 87504	<b>STATE:</b>	<b>Zip:</b>
<b>CONTACT NAME:</b>	Pete Martinez	<b>PHONE NO:</b>	505-690-8699
<b>E-MAIL:</b>	PAMARTINEZ@SANTAFENM.GOV	<b>PHONE NO:</b>	505-379-7402
<b>PSSR NAME:</b>	Hutch		

MAKE / MODEL	SERIAL NO.	START HOURS	START DATE	TERM	CSA Status
Caterpillar / 3512 EPSS	SBG00413	100	09/2017	per event	New <input checked="" type="checkbox"/> Renewed <input type="checkbox"/>

Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS	
<input checked="" type="checkbox"/> PM-1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM1</b> = \$450.00 Dates of Maint: 03/2018
<input checked="" type="checkbox"/> PM-2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM2</b> = \$1450.00*** Dates of Maint: 09/2017
<input type="checkbox"/> PM-3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM3</b> = Dates of Maint:
<input type="checkbox"/> ATS Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Load Bank Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates: <b>Cable FT:</b> <b>KW:</b> <b>Volt:</b>
<input type="checkbox"/> Megger Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: *** Dates: Blcok heater LH lower approx 72" long

### SPECIAL INSTRUCTIONS:

PM-1 includes engine oil analysis. PM-2 includes engine oil, coolant level 2 and fuel complete w bacteria analysis. \*\*\*replace filters only plus makeup oil 2017.

This PM2 includes replace the lower LH Block heater hose that was not replaced during last service only did 3 out of 4. also fuel leak at 90 degree return line repair fitting.

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Customers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PSSR Signature: Albert Hutcherson Date: 09/02/2017

Service Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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<b>CITY:</b>	Santa Fe	<b>CITY:</b>	
<b>STATE:</b>	NM	<b>STATE:</b>	
<b>CONTACT NAME:</b>	Pete Martinez	<b>PHONE NO:</b>	505-690-8699
<b>E-MAIL:</b>	PAMARTINEZ@SANTAFENM.GOV	<b>PHONE NO:</b>	505-379-7402
<b>PSSR NAME:</b>	Hutch		

MAKE / MODEL	SERIAL NO.	START HOURS	START DATE	TERM	CSA Status
Cummins / QST30-G2	37214366	228	09/2017	per event	New <input checked="" type="checkbox"/> Renewed <input type="checkbox"/>

Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS	
<input checked="" type="checkbox"/> PM-1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM1</b> = \$750.00*** Dates of Maint: 09/2018 & 03/2018
<input type="checkbox"/> PM-2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: <b>PM2</b> = Dates of Maint:
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<input type="checkbox"/> Load Bank Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates: <b>Cable FT:</b> <b>KW:</b> <b>Volt:</b>
<input type="checkbox"/> Megger Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flat Rate/Per Visit: Dates:

## SPECIAL INSTRUCTIONS:

\*\*\* PM-1 includes engine oil, coolant level 2 and fuel complete w bacteria analysis. plus take 5 gallons coolant top off radiator.

PM-1 03/2018 engine oil sos only\*\*\*\*\*

Any non CSA maintenance repairs will be billed at Time & Material at the current Wagner Power Systems rate, and are subject to customer approval.

Tax and/or environmental charges should they apply are not included in above rate. Price Is Per Unit, Per Visit Including Parts, Labor and Travel

## SERVICE PROVIDED:

1. Provide applicable travel, labor, parts, fluids, and tooling to perform PREVENTIVE MAINTENANCE as defined under the "Maintenance Section" of Operation & Maintenance Guide at the above intervals (check all Preventive Maintenance Intervals that apply) to include changing fluids and filters, replace gaskets/seals made unusable during Preventive Maintenance, adjust and lubricate machine.
2. Perform walk-around-visual inspection of the complete machine. Inspections are intended to identify and report readily observable equipment condition and/or deficiencies, which could adversely affect safety, machine life, operation and/or performance.
3. Provide fluid analysis for engine compartment and cooling system at selected intervals (fuel sampling is not included).
4. Provide written Preventive Maintenance and fluids analysis reports and estimate(s) for any corrective action.
5. Provide computerized maintenance scheduling system and a contact person to coordinate the efficient scheduling of work.
6. Maintain service records of all Preventive Maintenance including fluid analysis.

Customers Signature: _____	Date: _____
PSSR Signature: <u>Albert Hutcherson</u>	Date: <u>09/02/2017</u>
Service Manager Signature: _____	Date: _____

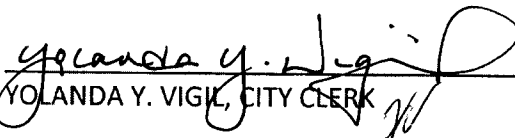
**Upon approval, please return to Albert Hutcherson at [hutcherson\\_albert@wagnerequipment.com](mailto:hutcherson_albert@wagnerequipment.com).**

CITY OF SANTA FE:


  
BRIAN K. SNYDER, CITY MANAGER

DATE: 01/04/2018

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

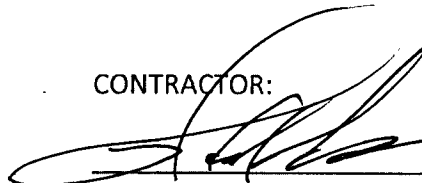
 12/11  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 12.19.17  
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item: 52361.520150

CONTRACTOR:

  
NAME & TITLE Field Service Manager

DATE: 06DEC2017

CRS#\_01-828975-004

BRN17-00147686

**City of Santa Fe (Customer) and Wagner Power Systems (Wagner) ADDENDUM**

**TERMINATION**

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. The Wagner shall render a final report of the services performed up to the date of termination and shall turn over to the CUSTOMER original copies of all work product, research or papers prepared under this Agreement.

**INDEMNIFICATION**

WAGNER shall indemnify, hold harmless and defend the CUSTOMER 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 caused by WAGNER's performance under this Agreement. This includes WAGNER's employees, agents, representatives and subcontractor.

**NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the CUSTOMER 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 CUSTOMER 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.

**APPLICABLE LAW; CHOICE OF LAW; VENUE**

WAGNER shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the CUSTOMER of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the WAGNER 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.

**APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CUSTOMER, this Agreement shall terminate upon written notice being given by the CUSTOMER to

WAGNER. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by WAGNER and shall be final.

RELEASE

WAGNER, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. WAGNER agrees not to purport to bind the CUSTOMER to any obligation not assumed herein by the CUSTOMER unless WAGNER has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

WAGNER has received a waiver to this section and is attached hereto.

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 CUSTOMER and the WAGNER.

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.

SEVERABILITY

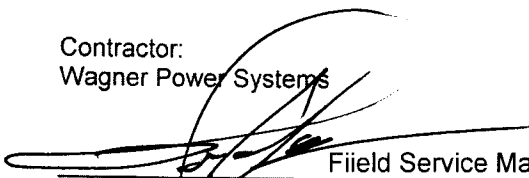
In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be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

**Signature Lines required:**

City of Santa Fe:

  
\_\_\_\_\_  
Brian K Snyder, City Manager

Contractor:  
Wagner Power Systems

  
\_\_\_\_\_  
Name & Title Field Service Manager

Date: 12/27/2017

Date: 06DEC2017

CRS#01-828975-004

Attest:



Attest:

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk

Approved as to form:

MDN 12/11  
Kelley A. Brennan, City Attorney

Approved:

AKJ 12-25-11  
Adam K. Johnson, Finance Director  
52361.520156