CSA Program Enrollment Form



# ITEM # 18-001S

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 FACTORY-TRAINED TECHNICIANS MAINTENANCE HISTORY & SCHEDULING GUARANTEED QUALITY EPA COMPLIANCE SAVINGS					Experie Mainte Cat dia Properi Avoid d repair l	enced tech nance sup ignostic to ly dispose overhead o	nnicians ke oport staff ools, fluids of used fl on mainte	ep pace weep pace we willize con & filters a wids and finance veh	vith adv nputeria ssure co liters in icles, ir	vances in equi zed schedulin consistent pro a compliance vinsurance or u	ipment technolog & monitoring: duct quality and with local & feden nemployment co	system. results. eral laws. empensation	; minimize maximum	e costly downtime; performance and
COMPANY NAME:	City of	Santa	Fe							ACCOUNT	NO: 77910	)		
COMPANY ADDRESS:	NY ADDRESS: PO Box 909							ΓE ADDR	ESS:	Main Plan	t Mobile EPSS			
CITY:	Santa Fe							CITY:						
STATE:	E: NM <b>Zip:</b> 87504						ST	ATE:			Zij	p:		
CONTACT NAME: Pete Martinez						PH	ONE NO:		505-690-8	8699				
E-MAIL:	E-MAIL: PAMARTINEZ@SANTAFENM.GOV													
PSSR NAME:	Hutch				-		PH	ONE NO:		505-379-7	402		· <u>-</u> .	
MAKE / MOI	MAKE / MODEL SERIAL NO.						START STA			ART DATE	TERM		CS	A Status
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Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS							
☑ PM-1					Ø			☐ Flat Rate/Per Visit: <b>PM1</b> = \$550.00***					t: 09/201	7 & 03/2018
☐ PM-2							<u> </u>	Flat Rate/Per Visit: PM2 = Date				of Maint:		
☐ PM-3								Flat Rate/Per Visit: P		Visit: PM3 =	Dates o	of Maint:		
ATS Maintenance						<b>-</b>	┃□	☐ Flat Rate/Per V		Visit:	Dates:			
☐ Load Bank Test						<b>│</b>		Flat Ra	te/Per \			able FT:	KW:	Volt:
☐ Megger Test								Flat Ra			Dates:			
Other:								Flat Ra	te/Per \	Visit:	Dates:			
SPECIAL INSTRUCTIONS														
*** PM-1 includes engine	oil, coola	int leve	el 2 and	fuel com	plete w b	acteria an	alysis.							
PM-1 includes engine oil se	os only 03	3/2018	•											
Any non CSA maintenance	repairs v	vill be t	oilled at	Time & N	1aterial a	t the curr	ent Wagne	er Power S	Systems	s rate, and are	e subject to cust	omer appro	val.	
Tax and/or environmental	charges s	should	they app	oly are no	ot include	ed in abov	e rate. Pri	ce Is Per	Jnit, Pe	er Visit Includi	ing Parts, Labor	and Travel		
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Customers Signature:												Date:		
PSSR Signature:		-	Albert	Hutche	rson							Date:	09/0	2/2017
Service Manager Signature:											Date:			

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COMPANY NAME:	City of	Santa	Fe							ACCOUNT N	NO:77910				
COMPANY ADDRESS:	MPANY ADDRESS: PO Box 909								SS:	Main Plant	Mobile EPSS				
CITY:	Santa Fe							CITY:							
STATE:							ST.	ATE:			Zip:				
CONTACT NAME: Pete Martinez						PH	ONE NO:		505-690-86	99					
E-MAIL: PAMARTINEZ@SANTAFENM.GOV															
PSSR NAME:	Hutch						PH	ONE NO:		505-379-74	02	<del></del>			
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Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS								
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☐ PM-3								Flat Rat	e/Per \	/isit: PM3 =	Dates of N	1aint:			
☐ ATS Maintenance					Π.			Flat Rat	e/Per \	/isit: D	oates:				
☐ Load Bank Test								Flat Rat	e/Per \	/isit: D	oates: Cat	le FT:	KW:	Volt:	
☐ Megger Test								Flat Rat	e/Per \	/isit: D	ates:				
Other:								Flat Rat	e/Per \	/isit: D	oates:				
SPECIAL INSTRUCTIONS													***************************************	,	
PM-2 includes engine oil, o	coolant le	vel 2	and fuel	complete	w bacte	ria analysi	s. Custor	ner bought	from '	Wagner look u	p history for parts	•			
PM-1 includes engine oil so	os														
Any non CSA maintenance	repairs w	/ill be	billed at	Time & M	1aterial a	t the curre	ent Wagne	er Power S	ystems	rate, and are	subject to custom	er approval	•		
Tax and/or environmental	charges s	hould	they app	oly are no	ot include	ed in above	e rate. Pri	ce Is Per L	Init, Pe	r Visit Includin	g Parts, Labor and	d Travel			
SERVICE PROVIDED:  1. Provide applicable trav Guide at the above interpreventive Maintenanc  2. Perform walk-around-ventice deficiencies, which coud analysis for the provide fluid analysis for the provide computerized in the maintain service records.	ervals (che, adjust visual insported in advers or engine tive Main maintena	eck al and lu ection sely aff comp tenand nce so	I Prevent ubricate r n of the c fect safet partment ce and flu theduling	nachine. complete cy, machi and cool uids anal system	machine machine ne life, o ing syste ysis repo and a cor	Intervals the control of the control	hat apply) ons are int nd/or per ted interv timate(s) on to coor	to include ended to informance. Tals (fuel safor any con	chang dentify ampling rective	ging fluids and and report read is not include action.	filters, replace ga adily observable e d).	skets/seals i	made u	nusable during	
Customers Signature:												Date: _		- 111.	
PSSR Signature:			Albert	Hutche	rson			<del></del>				Date: _	09/02	2/2017	
Service Manager Signature:										Date:					

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FACTORY-TRAINED TECHNICIANS					No surprises - maintenance cost are guaranteed up frontExperienced technicians keep pace with advances in equipment technologyMaintenance support staff utilize computerized scheduling & monitoring systemCat diagnostic tools, fluids & filters assure consistent product quality and resultsProperly dispose of used fluids and filters in compliance with local & federal lawsAvoid 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.										
COMPANY NAME:	City of	Santa	Fe						ACCOUN	IT NO:	77910				
COMPANY ADDRESS:	PO Box	( 909					SI	TE ADDRESS:	High Su	mmit					
CITY:	Santa Fe							ΓY:			<del></del>				
STATE:	NM <b>Zip:</b> 87504						ST	ATE:			Zip:				
CONTACT NAME:	Pete Martinez						—— РН	ONE NO:	505-690	)-8699			-		
E-MAIL:															
PSSR NAME:	Hutch						PH	ONE NO:	505-379	9-7402					
MAKE / MOD	MODEL SERIA				IAL NO.		STA HOL		START DATE	ART DATE TE		TERM CSA Statu		Status	
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	Z1010033				***	<u> </u>	11	•							
Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS					-			
					⊠			Flat Rate/Pe	r Visit: PM1	= \$250.00	Dates of M	laint: 03/20	)18	_	
							Flat Rate/Per Visit: <b>PM2</b> = \$1150.00 Dates								
PM-3									r Visit: PM3		Dates of Mai				
☐ ATS Maintenance								Flat Rate/Pe	r Visit:	Dates:					
☐ Load Bank Test								Flat Rate/Pe	r Visit:	Dates:	Cable	FT:	KW:	Volt:	
☐ Megger Test								Flat Rate/Pe	r Visit:	Dates:					
☐ Other:								Flat Rate/Pe	r Visit:	Dates:					
SPECIAL INSTRUCTIONS	:				•										
PM-1 includes engine oil ar	nalysis.		PM-2	includes	engine o	il, coolant	level 2 an	d fuel complete	e w bacteria a	analysis.					
LF9009, WF2076, FS19732	397323	2 5-8	gallons F	FO.											
Any non CSA maintenance					Astorial a	t the curr	ont Wagne	or Dowar System	me rate and	are cubiec	t to customer	annroval			
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Tax and/or environmental	charges s	should	they app	oly are no	ot include	ed in abov	e rate. Pri	ce Is Per Unit,	Per Visit Inclu	uding Parts	s, Labor and T	Fravel			
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Customers Signature:												Date:			
PSSR Signature:			Albert	Hutche	rson		<u>.</u>					Date:	09/02	/2017	
Service Manager Signature:											Date:				

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COMPANY NAME:	City of	Santa	Fe							ACCOUNT N	<b>IO:</b> 77910				
COMPANY ADDRESS:	PO Box	c 909					SI	TE ADDR	ESS:	West Side R	tesevoir				
CITY:	Santa	Fe					CI	TY:	Y:						
STATE:	NM			Z	ip: 8	7504	ST	ATE:	ATE: Zip:						
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PSSR NAME:	Hutch							IONE NO:		505-379-74	02				
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Standby Program - SERVICE LEVELS -	Optional	MONTHLY	EVERY 3 MONTHS	EVERY 6 MONTHS	ONCE PER YEAR	ONCE EVERY 2 YEARS	ONCE EVERY 3 YEARS								
☑ PM-1					☒			Flat Rate/Per Visit: <b>PM1</b> = \$450.00 Dates				of Maint: 0	3/2018		
☑ PM-2					Ø			Flat Rate/Per Visit: <b>PM2</b> = \$1450.00*** Dates of Maint: 09/2017				17			
☐ PM-3								Flat Rate/Per Visit: <b>PM3</b> = Dates of Maint:		Maint:					
ATS Maintenance	<u> </u>							Flat Ra	te/Per	Visit: D	ates:				
Load Bank Test						├		Flat Ra				able FT:	KW:	Volt:	
☐ Megger Test	<u> </u>							Flat Ra			ates:				
Other:								Flat Ra	te/Per	Visit: *** Date	es: Blcok heate	r LH lower	approx 72	." long	
SPECIAL INSTRUCTIONS:															
PM-1 includes engine oil an	alysis. Pl	M-2 inc	cludes er	ngine oil,	coolant I	evel 2 and	d fuel com	iplete w ba	acteria	analysis. ***re	place filters only	y plus make	eup oil 20	17.	
This PM2 includes replace t	he lower	LH Blo	ock heat	er hose t	hat was i	not replac	ed during	last servic	e only	did 3 out of 4.	also fuel leak at	90 degree	return lin	e repair fitting.	
Any non CSA maintenance	repairs w	ill be t	billed at	Time & M	laterial a	t the curre	ent Wagne	er Power S	systems	s rate, and are	subject to custo	mer approv	/al.		
Tax and/or environmental	charges s	hould	they app	oly are no	t include	d in abov	e rate. Pri	ce Is Per l	Jnit, Pe	er Visit Including	g Parts, Labor a	nd Travel			
SERVICE PROVIDED:  1. Provide applicable trave Guide at the above interpreventive Maintenance 2. Perform walk-around-veficiencies, which coud. 3. Provide fluid analysis for Provide written Prevented Provide computerized in Maintain service record	ervals (chee, adjust isual insp Id advers or engine tive Main maintena	eck all and lu ection ely aff comp tenance nce scl	Prevent bricate r of the c fect safet artment se and fli heduling	rive Maint machine. complete by, machi and cool uids anal system a	machine. machine. ne life, o ing system ysis repondand a cor	Intervals to the intervals to the intervals of the interv	hat apply) ons are int ind/or per ited interv timate(s) on to coor	to include tended to i formance. vals (fuel s for any co	e chang identify ampling rrective	ging fluids and for and report real grant included action.	filters, replace g dily observable d).	jaskets/seal	s made u	nusable during	
Customers Signature:		-										Date:			
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CITY:	Santa Fe						CI	CITY:							
STATE:	E: NM Zi			<b>Zip:</b> 8	7504	ST	ATE:			Zip:					
CONTACT NAME:	Pete M	lartine	z				PH	ONE NO		505-690-86	99				
E-MAIL:	PAMAR	RTINEZ	@SANT	AFENM.G	OV										
PSSR NAME:	Hutch						PH	ONE NO:		505-379-74	102				
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☐ PM-3								Flat Ra	te/Per \	Visit: PM3 =	Dates of M	laint:			
☐ ATS Maintenance	$\Box$							Flat Ra	te/Per \	Visit: D	Pates:				
Load Bank Test	+-	모				<u> </u>		Flat Ra				le FT:	KW:	Volt:	
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Other:								Flat Ra	te/Per \	Visit: D	Pates:				
SPECIAL INSTRUCTIONS				e -1	_1_+										
*** PM-1 includes engine	·····		ei z ano	ruer com	piete w b	acteria an	ialysis. piu	s take 5 g	allons	coolant top on	radiator.				
PM-1 03/2018 engine oil so	os only"""														
Any non CSA maintenance	repairs w	vill be l	billed at	Time & N	1aterial a	t the curre	ent Wagne	er Power S	systems	rate, and are	subject to custom	er approva	ı <b>l.</b>		
Tax and/or environmental	charges s	should	they app	oly are no	ot include	ed in abov	e rate. Pri	ce Is Per	Jnit, Pe	er Visit Includin	g Parts, Labor and	! Travel			
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Customers Signature:		-									<u>-</u>	Date: _		<del></del>	
PSSR Signature:			Albert	Hutche	rson						<del></del>	Date: _	09/02	2/2017	
Service Manager Signature:												Date:			

CITY OF SANTA FE:		CONTRACTOR:	
- 13k) -		Mo	Field Service Manager
BRIAN K. SNYDER, CITY MANAGER		NAME & TITLE	
DATE: 0/04/2018		DATE: 06DEC2017	
		CRS#_01-828975-004 BRN17-00147686	
ATTEST:			
YOLANDA Y. VIGIK, CITY CLERK			
APPROVED AS TO FORM:			
MDM  2/11 KELLEY A. BRENNAN, CITY ATTORNEY			
APPROVED: 12.19.10			
ADAM K. JOHNSON, FINANCE DIRECTOR	/		
Business Unit/Line Item: 52361.520150			

#### 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:	Contractor: Wagner Power Systems
Brian K Snyder City Manager	Fiield Service Manager Name & Title
Date: 12/17/101	Date: 06DEC2017
	CRS#01-828975-004

Attest:

Attest:

Approved as to form:

Approved:

Adam K. Johnson, Finance Director

52361.520156