

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Carrier Commercial Service**

THIS AGREEMENT, entered into this 1st day of July, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Carrier Corporation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of maintaining the cogeneration equipment at the Youth Services Center.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services, Payments and rates

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "A." All payment shall be made in arrears. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006, through June 30, 2010. At the discretion of the County, the contract may be extended one (1) year to June 30, 2011, at the rate specified in Exhibit "A".

This Agreement may be terminated by Contractor, the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

To the proportionate extent caused by Contractor in the performance of this agreement, Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. The certificate holder is an additional insured for general liability, but only with respect to liability arising out of Contractor's on-going work for the additional insured.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be reduced or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with Laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and Municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or Municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received

for such jury service with the Contractor or that the Contractor deduct from the employees regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and only those records directly pertinent to this agreement shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine only those records and documents directly necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Neil R. Cullen, Director of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

In the case of Contractor, to:

Carrier Commercial Service
Attn: Jay Poggi
10810 Bigge Street
San Leandro, CA 94577

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

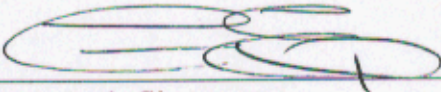
By: _____
Jerry Hill, President
Board of Supervisors
County of San Mateo

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Greg Eiler, TSM
Carrier Commercial Services [Contractor Name Here]



Contractor's Signature

Date: 10/20/06

Long Form Agreement/Business Associate v 1/09/06

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:



This is EXHIBIT A to the San Mateo County Contract

This **SERVICE AGREEMENT** -entered into by and between:

SAN MATEO COUNTY
555 COUNTY CENTER
REDWOOD CITY, CA. 94063
&
CARRIER COMMERCIAL SERVICES

FOR SERVICE AT:
San Mateo County Youth Services Center
21 Tower road
San Mateo, CA 94402

Proposal Number: 671Q48068

Proposal Date: June 2, 2006

Hereinafter referred to as
"CUSTOMER"
and

CARRIER COMMERCIAL SERVICE
Division of Carrier Corporation
Hereinafter referred to as
"CARRIER"



CARRIER COMMERCIAL SERVICE

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CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – REPAIR SERVICE

1. **PAYMENT AND TAXES**– Payment shall be made 1.25% 10/net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Carrier any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS**– All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE**– Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS**– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control.
Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. In the event that Carrier encounters any asbestos product or any hazardous material in the course of performing its work, Carrier may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Carrier shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
5. **WARRANTY**– Carrier warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Carrier also warrants all Carrier parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Carrier shall not be liable for repairs required as a consequence of faulty installation by persons other than Carrier, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. Any claim for defective workmanship must be provided to Carrier in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carrier's obligations to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**– During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS**– Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**– Customer shall:
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE**– Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement.
In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
13. **WASTE DISPOSAL**– Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
16. **SUPERSEDURE, ASSIGNMENT and MODIFICATION**– This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

SERVICEPLUS

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This SERVICE AGREEMENT shall be administered by **Carrier Commercial Service** presently located at:

10810 Bigge Street
San Leandro, CA 94577
510-563-5700

EQUIPMENT/CONTROLS DEVICE SERVICED

See "Equipment/Controls Device List" section for a list of equipment included in this SERVICE AGREEMENT.

AGREEMENT PRICE

The TOTAL AGREEMENT PRICE is \$289,412.00 covering a term of 4 year(s). With an option for a 5th year. The payment schedule will be.

Year 1= \$61,388.00 payable quarterly @ \$15,347.00
Year 2= \$61,388.00 payable quarterly @ \$15,347.00
Year 3= \$105,248.00 payable quarterly @ \$26,312.00
Year 4= \$61,388.00 payable quarterly @ \$15,347.00
Option for 5th year = \$64,456.00 payable quarterly @ \$16,114.00

Pre Pay Options- if you prepay the first year you can deduct \$1,400 dollars from the total
If you prepay the whole contract you can deduct \$14,470.00 from the total
If you prepay any subsequent years you can deduct 2% from the total cost for that year.

AGREEMENT TERM

This AGREEMENT shall become effective upon July 1, 2006

ACCEPTANCE AND APPROVAL

This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a CARRIER representative in the CARRIER Approval blocks below. The undersigned acknowledges and agrees by its signature that the General Provisions, Scope of Service, and any amendment or addenda prepared by CARRIER with respect thereto constitutes the entire AGREEMENT. No agent of CARRIER or employee shall have authority to alter or waive any General Provision unless written approval is obtained from CARRIER headquarters.

SUBMITTED BY: _____

Jerry Foggi

DATE: 6-26-06

Execution by Authorized Representatives

CUSTOMER ACCEPTANCE:

Customer Company Name

Customer Acceptance (typed/printed name)

Title

Customer Acceptance (signature)

Date

CARRIER APPROVAL:



GREG EILER

Carrier Approval (typed/printed name)

Tom

Title

Carrier Approval (signature)

6/26/06

Date

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EQUIPMENT/CONTROLS DEVICE LIST

Item: **UT Power/Carrier PureComfort Systems**
 Quantity: 4

Item: **UT Power/PureComfort C60 Micro Turbine**

Quantity: 16

Model - C60

Serial Numbers- 003474, 003484, 003471, 003483, 003473, 003480, 003491, 003490, 003476, 003470, 003482, 003475, 003469, 003478, 003477, 003472

Item: **UT Power/Copeland Gas Compressor**

Quantity: 8

Model - SZN22C3A-BBA-221

Serial Numbers- 05AA2227, 05AA2208, 04HA2258, 04HA2077, 05AA2234, 05AA2236, 04HA2065, 05BA2269

Item: **UT Power/Carrier Absorption Chiller - Direct Fired**

Quantity: 4

Model - 16DNP018LH000S2

Serial Numbers- 5031600014, 5031600015, 5031600020, 5031600021

All parts necessary for the Preventative Maintenance quoted in this agreement are included, this includes the gaskets and brushes necessary to clean the Absorption chiller tubes and the filters for the Microturbines.

Please see the attached UTC Power warranty terms.

Parts for any repairs outside of the preventative maintenance agreement or for any service calls that are not covered under warranty are not included under this agreement

SERVICE AGREEMENT SUMMARY

Tasks	Frequency: Year 1
Annual Maintenance	1
Routine Operating Inspection	4

Item: **UT Power/PureComfort 60 Micro Turbine**

Quantity: 16

Serial Number(s):

Tasks	Frequency:				
	Year 1	Year 2	Year 3	Year 4	Year 5 -option
Annual Maintenance	1	1	1	1	1
Routine Operating Inspection	4	4	4	4	4
Repair Services	NO	NO	NO	NO	NO
Multi-Year Preventative Maintenance	YES	YES	YES	YES	YES

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Item: **UT Power/Copeland Gas Compressor**

Quantity: 8

Serial Number(s):

Tasks	Frequency:				
	Year 1	Year 2	Year 3	Year 4	Year 5- option
Annual Maintenance	1	1	1	1	1
Routine Operating Inspection	4	4	4	4	4
Repair Services	NO	NO	NO	NO	NO

Item: **UT Power/Carrier Absorption Chiller - Direct Fired**

Quantity: 4

Serial Number(s):

Tasks	Frequency:				
	Year 1	Year 2	Year 3	Year 4	Year 5- option
Annual Maintenance	1	1	1	1	1
Routine Operating Inspection	4	4	4	4	4
Repair Services	NO	NO	NO	NO	NO
Multi-Year Preventative Maintenance	NO	NO	NO	NO	NO
Predictive Maintenance	1	1	1	1	1
Tube Cleaning	1	1	1	1	1

TASK ACTION LIST

Item: **UT Power/PureComfort 60 Micro Turbine**

Quantity: 16

Serial Number(s):

Task and Actions	Frequency:				
	Year 1	Year 2	Year 3	Year 4	Year 5 - option
Annual Maintenance (In conjunction with Operating Inspection)	1	1	1	1	1
Check Engine Air Filter	x	x	x	x	x
Inspect Internal Inlet Fuel Filter	x	x	x	x	x
Check External Inlet Fuel Filter	x	x	x	x	x
Check/Tighten fuel Connections	x	x	x	x	x
Check/Tighten Power Connections	x	x	x	x	x
Inspect/Clean Power Electronics Components	x	x	x	x	x
REPLACE IGNITERS			X		
REPLACE INJECTORS			X		

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Frequency:

Task and Actions	Year 1	Year 2	Year 3	Year 4	Year 5 - option
Routine Operating Inspection	4	4	4	4	4
Check Engine Air Filter	x	x	x	x	x
Check Operating Temperatures & Approaches	x	x	x	x	x
Check Gas Pressure	x	x	x	x	x
Check, Grid Voltages (3 Phases)	x	x	x	x	x
Check, Frequency Output	x	x	x	x	x
Check Engine Speed	x	x	x	x	x
Check/Calculate Overall efficiency	x	x	x	x	x
Inspect Electronics Air Filter	x	x	x	x	x
Inspect External Inlet Fuel Filter	x	x	x	x	x
Review Fault History log	x	x	x	x	x
Review Warning Fault log	x	x	x	x	x

Item: **UT Power/Copeland Gas Compressor**

Quantity: 8

Serial Number(s):

Frequency:

Task and Actions	Year 1	Year 2	Year 3	Year 4	Year 5-option
Annual Maintenance (In conjunction with Operating Inspection)	1	1	1	1	1
Check/Change Gas Compressor Oil	x	x	x	x	x
Replace oil separator element	x	x	x	x	x
Check/Tighten fuel Connections	x	x	x	x	x

Frequency:

Task and Actions	Year 1	Year 2	Year 3	Year 4	Year 5-option
Routine Operating Inspection	4	4	4	4	4

All Actions under each Task marked 'x' are included except for any items marked 'N' (No), 'N/A' (Not Applicable) or 'W/A' (When Applicable). Items listed under any Task marked 'A/R' (As Required) are to be performed, if required, as determined by Carrier's best judgment based on actual operating conditions, analysis and/or equipment monitoring.

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TASK ACTION LIST

Item: **UT Power/Carrier Absorption Chiller - Direct Fired**

Quantity: 4

Serial Number(s):

Task and Actions	Frequency:				
	Year 1	Year 2	Year 3	Year 4	Year 5-option
Annual Maintenance	1	1	1	1	1
REPORT TO CUSTOMER UPON ARRIVAL	x	x	x	x	x
LOCKOUT AND TAG ALL CIRCUITS	x	x	x	x	x
REVIEW AND EVALUATE LOG READINGS	x	x	x	x	x
CHECK GAUGES / INDICATOR LIGHTS	x	x	x	x	x
CHECK SAFETY/OPERATING CONTROLS	x	x	x	x	x
TIGHTEN ELECTRICAL CONNECTIONS	x	x	x	x	x
CHECK CONTACTORS FOR PITTING	x	x	x	x	x
CHECK PURGE VACUUM PUMP	x	x	x	x	x
CHECK LEVEL PROBES	x	x	x	x	x
CALIBRATE SAFETY/OPERATING CONTROLS (A/R)	x	x	x	x	x
CLEAN/REPLACE PURGE BOTTLE	x	x	x	x	x
REPLACE SOLUTION FILTER	x	x	x	x	x
CHECK ELECTRICAL COMPONENTS	x	x	x	x	x
CHECK DILUTION TIME DELAY	x	x	x	x	x
CHECK MACHINE VACUUM	x	x	x	x	x
MAKE EQUIPMENT ADJUSTMENTS AS REQUIRED	x	x	x	x	x
MAKE OPERATION/CONTROL ADJUSTMENTS A/R	x	x	x	x	x
CLEAN UP WORK STATION	x	x	x	x	x
REPORT TO CUSTOMER ON DEPARTURE, ADVISE	x	x	x	x	x

Frequency:

Task and Actions	Frequency:				
	Year 1	Year 2	Year 3	Year 4	Year 5 -option
Routine Operating Inspection	4	4	4	4	4
REPORT TO CUSTOMER UPON ARRIVAL	x	x	x	x	x
CHECK GENERAL MACHINE OPERATION	x	x	x	x	x
LOG EVAP CHILLED WATER TEMP - IN	x	x	x	x	x
LOG EVAP CHILLED WATER TEMP - OUT	x	x	x	x	x
LOG EVAP REFRIGERANT TEMPERATURE	x	x	x	x	x
LOG EVAP REFRIGERANT SAMPLE S.G.	x	x	x	x	x
LOG EVAPORATOR OVERFLOW (W/A)	x	x	x	x	x
LOG EVAP CHILLED WATER DELTA P	x	x	x	x	x
LOG EVAP REFRIGERANT PUMP PRESSURE	x	x	x	x	x
LOG ABSORBER WATER TEMP - IN	x	x	x	x	x
LOG ABSORBER WATER TEMP - OUT	x	x	x	x	x
LOG ABSORBER FLOW DELTA P	x	x	x	x	x
LOG ABSORBER PUMP PRESSURE	x	x	x	x	x
LOG ABSORBER SOLUTION LEVEL	x	x	x	x	x
LOG GENERATOR PUMP PRESSURE	x	x	x	x	x
LOG CONDENSER WATER TEMP - IN	x	x	x	x	x
LOG CONDENSER WATER TEMP - OUT	x	x	x	x	x
LOG VAPOR CONDENSATE TEMP	x	x	x	x	x
LOG CONDENSER WATER FLOW DELTA P	x	x	x	x	x

SERVICEPLUS

THE ULTIMATE IN SERVICE FLEXIBILITY

LOG GENERATOR WEAK SOLUTION TEMP IN	x	x	x	x	x
LOG GENERATOR STRONG SOLN TEMP OUT	x	x	x	x	x
LOG SECONDARY VAPOR CONDENSATE TEMP	x	x	x	x	x
LOG SECONDARY GEN WEAK SOLN TEMP IN	x	x	x	x	x
LOG SECONDARY GEN STRG SOLN TEMP OUT	x	x	x	x	x
LOG REFRIGERANT SATURATION TEMP	x	x	x	x	x
LOG WEAK SOLUTION SATURATION TEMP	x	x	x	x	x
LOG WEAK SOLUTION CONCENTRATION (S.G.)	x	x	x	x	x
LOG STRONG SOLUTION CONCENTRATION	x	x	x	x	x
LOG ABSORBER LOSS	x	x	x	x	x
LOG EVAPORATOR APPROACH TEMP	x	x	x	x	x
LOG ABSORBER APPROACH TEMP	x	x	x	x	x
LOG CONDENSER APPROACH TEMP	x	x	x	x	x
CHECK PURGE OPERATION	x	x	x	x	x
CHECK CONTROLS SYSTEM OPERATION	x	x	x	x	x
CHECK ELECTRICAL COMPONENTS	x	x	x	x	x
MAKE EQUIPMENT ADJUSTMENTS AS REQUIRED	x	x	x	x	x
CLEAN UP WORK STATION	x	x	x	x	x

TASK ACTION LIST

Item: **UT Power/Carrier Absorption Chiller - Direct Fired**

Quantity: 4

Serial Number(s):

Task and Actions	Frequency:				
	Year 1	Year 2	Year 3	Year 4	Year 5 - option
Tube Cleaning	1	1	1	1	1
BRUSH ABSORBER TUBES	x	x	x	x	x
BRUSH CONDENSER TUBES	x	x	x	x	x
BRUSH EVAPORATOR TUBES	x	x	x	x	x

Task and Actions	Frequency:				
	Year 1	Year 2	Year 3	Year 4	Year 5 - option
Predictive Maintenance					
SOLUTION SAMPLE & ANALYSIS	x	x	x	x	x

All Actions under each Task marked 'x' are included except for any items marked 'N' (No), 'N/A' (Not Applicable) or 'W/A' (When Applicable). Items listed under any Task marked 'A/R' (As Required) are to be performed, if required, as determined by Carrier's best judgment based on actual operating conditions, analysis and/or equipment monitoring.

SCOPE OF SERVICE

PREVENTATIVE MAINTENANCE:

ROUTINE OPERATING INSPECTION(S)

Each Routine Operating Inspection is to consist of the task-actions listed herein for each equipment type and to be performed at the frequency listed.

Multiyear Preventative Maintenance

Each Multi-year preventative maintenance is to consist of the necessary preventative maintenance items performed at the intervals greater than one year, which is in addition to the Annual Preventative Maintenance tasks. The frequency of Multi-year Maintenance items will be determined by manufacturer's published recommendations, equipment operating hours, inspection results and performed at the intervals indicated herein for each applicable equipment type. In the event the operation or conditions change which require a change in the multi-year frequency, CARRIER shall advise CUSTOMER in writing appropriate frequency changes and any agreement price adjustment.

This contract does not include replacement of the Micro Turbine engine assembly at 40,000 hours. This is an action, which is an extra to this contract.

ANNUAL PREVENTIVE MAINTENANCE

Each Annual Preventive Maintenance is to consist of pre-scheduled recurring preventive maintenance actions which are to be performed on a yearly interval determined by equipment operating hours that may be recommended by each equipment manufacturer. These annual tasks are designed to prepare the equipment for prime operating condition so that the equipment will operate effectively, reliably, and efficiently during the peak demand months.

SCOPE OF SERVICE

REPAIR SERVICE:

Repair Service: Repairs and/or Service Calls will be invoiced at the then current labor and material rates for a contract customer.

Straight time rates - Monday -Friday, 7:00am- 3:30 pm

Overtime rates at 1-1/2 times straight time apply Monday-Friday 3:30pm - 7:00am and all day Saturday and Sunday

Year 1 Straight time service rate = \$125.00/hour

There are NO truck charges or Travel time

MINOR REPAIRS (NOT INCLUDED IN THIS AGREEMENT)

Minor repairs shall consist of tasks which are performed during routine inspection(s) on an as needed basis that may require minor disassembly and removal of available inspection covers for minor repairs, measurements, and adjustments including replacement of routine expendable parts, controls, switches and indicator lamps. Labor and/or Material is to be included as indicated on the AGREEMENT.

EMERGENCY CALLS (Unscheduled Service)

Emergency Calls shall be provided when necessary to diagnose problems and perform minor adjustments between scheduled inspections. Unless otherwise indicated herein, Emergency Calls are to be available 365 days per year, 24 hours per day at our then current service agreement extra labor rates.

MAJOR REPAIRS (NOT INCLUDED IN THIS AGREEMENT)

Major repairs consist of the repair or replacement of moving parts, motor stators, motor rotors, and maintainable components that may have failed unexpectedly (except for those failures beyond CARRIER'S control as stated in General Provisions).

SCOPE OF SERVICE

PREDICTIVE MAINTENANCE:

ANALYSIS OF FLUIDS/TUBES

CARRIER is to provide audits on the internal integrity of the refrigeration equipment by analysis at the frequency so indicated on the SERVICE AGREEMENT herein. CUSTOMER is to be advised of any dynamic or static parameters that may cause equipment problems.

Analysis of Fluids/Tubes will be provided as indicated on the SERVICE AGREEMENT. After the completion of each analysis CARRIER shall interpret the results and provide a written report to the CUSTOMER including any recommendations for corrective action(s). If the recommended corrective action(s) are within the Scope of Service of this AGREEMENT, CARRIER shall schedule and complete such action(s).

The following applies in lieu of the "WARRANTY" paragraph of the General Provisions with respect to Analysis of Fluids/Tubes only:

WARRANTY: CARRIER guarantees the quality of all workmanship of the Analysis Service that is performed under this SERVICE AGREEMENT for a period of sixty (60) days after completion. Upon written notification within such period that the Analysis of Fluids/Tubes were not performed in a workmanlike manner, CARRIER agrees to remedy and redo any such services in a timely manner without cost to the CUSTOMER. In the event that it proves impractical or impossible to remedy or do such services, CARRIER will reduce the SERVICE AGREEMENT price to reflect the reduced value of the Analysis of Fluids/Tubes performed. CARRIER'S obligation to remedy any improperly performed Analysis of Fluids/Tubes or reduce the SERVICE AGREEMENT price for such services shall be the CUSTOMER'S exclusive remedy under this SERVICE AGREEMENT.

Note: Tube brushing will be performed with nylon brushes to remove mud and loose debris. Tube brushing will not remove scale.

SCOPE OF SERVICE

GENERAL SERVICES:

WATER TREATMENT: (not included in this agreement)

Customer must Contract for Water treatment

Water Treatment Service is to be furnished on the circuits and/or equipment listed on the SERVICE AGREEMENT as necessary to protect the tubes, tube sheets, water boxes and equipment water side against scale and tube fouling.

WINTERIZING

Seasonal Winterizing as indicated on the SERVICE AGREEMENT is to be included to prepare for winter operation by draining water and either blow drying or circulating anti-freeze (where applicable). It may be necessary to install valves and fittings (not included herein) if not presently available.

SCOPE OF SERVICE

GENERAL SERVICES:

ENVIRONMENTAL, HEALTH AND SAFETY

CARRIER is committed to conducting its operations in compliance with all environmental regulations and to providing a safe and healthful workplace for all of its employees. Our environmental, health and safety goals include preventing incidents that harm the environment, accidental injury to our employees and visitors, and/or exposure to harmful chemical or physical agents. Our goals also include the elimination of accidents that cause property loss, environmental damage, or result in the interruption to our business. To achieve these goals, environmental and safety rules and procedures will be enforced equally with production, quality, cost and ethical standards. Our objective is to provide quality products and services while actively conserving our human and natural resources. CARRIER firmly believes that all accidents and undesirable environmental incidents are preventable. Furthermore, every job can, and will, be done safely and in an environmentally-sound manner. Realization of these goals and objectives will demand maximum effort from every employee.

CARRIER's EH&S GOALS:

- A. Create and maintain "Safety Awareness". Safety is everyone's responsibility, therefore make safety an integral part of every service job.
- B. Strive to maintain a hazard-free work environment by requiring everyone to provide special attention to the equipment, processes and procedures utilized in the performance of our work.
- C. Provide for the safeguarding of our employees while improving the effectiveness of our quality assurance and customer satisfaction programs.
- D. Ensure compliance with applicable standards, regulations and codes established by local, state and federal agencies (re:OSHA).
- E. Utilize safety and health training, positive reinforcement techniques, identification, evaluation and correction of hazards and unsafe work procedures and performance to achieve regulatory compliance.
- F. Significant reduction in lost-time injuries, reportable accidents with the long range goal of no lost-time injuries and no recordable accidents.
- G. Active participation by all CARRIER employees in applicable aspects of the safety program.
- H. Provide CARRIER service operations with effective training based on both OSHA and CARRIER Safety Standards in the recognition, evaluation and control of hazards and dangerous work procedures and performances.
- I. Establish safety kits to provide proper personal protective equipment for the assigned tasks.
- J. Establishment of procedures for natural disasters, fire and emergency situations, including safe locations, exit routes, methods for accounting for employees in natural disasters.
- K. Achieve and ensure the implementation of the safety program with the performance of safety, health and record-keeping audits by representatives of CARRIER's Safety Committee, and if necessary, enforcement through an accepted, written, adequately communicated disciplinary program.
- L. Baseline' plot of equipment under current standard conditions.