



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

SERVICEPLUS
THE ULTIMATE IN SERVICE FLEXIBILITY

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

THE ULTIMATE IN SERVICE FLEXIBILITY

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 Hill DATE: 6-26-06

Execution by Authorized Representatives

CUSTOMER ACCEPTANCE:

COUNTY OF SAN MATEO
Customer Company Name
JERRY HILL
Customer Acceptance (typed/printed name)
PRESIDENT, BOARD OF SUPERVISORS
Title
[Signature]
Customer Acceptance (signature) 7/18/06
Date

CARRIER APPROVAL:



GREG EILER
Carrier Approval (typed/printed name)
Tom
Title
[Signature]
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 |

SERVICEPLUS

THE ULTIMATE IN SERVICE FLEXIBILITY

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:

| <u>Task and Actions</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5 - option</u> |
|---|---------------|---------------|---------------|---------------|------------------------|
| 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:

| <u>Task and Actions</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5-option</u> |
|--|---------------|---------------|---------------|---------------|----------------------|
| Annual Maintenance (In conjunction with Operating Inspection) 1 | 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:

| <u>Task and Actions</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5-option</u> |
|-------------------------------------|---------------|---------------|---------------|---------------|----------------------|
| 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.

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 |

| 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

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| | | | | | |
|--|---|---|---|---|---|
| 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):

| <u>Task and Actions</u> | 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 |

| <u>Task and Actions</u> | 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.