

ecova™

September 16, 2013

Name Nassau County Court House
Address 76347 Veterans Way
Yulee Fla 33326

Atten: Mr. Bill Howard

**SUBJECT: PREVENTIVE MAINTENANCE CONTRACT & TECHNICAL
SUPPORT PROGRAM FOR TAC AMERICAS I/NET DIRECT DIGITAL
CONTROL SYSTEM AT: Nassau county court house**

Site

Quote #

Cyrus Technologies, Inc. ECOVA is pleased to propose this Preventive Maintenance Contract and Technical Support Program as outlined below for said subject

I. PREVENTIVE MAINTENANCE - (Scheduled visits)Included under this contract Yes, No

 Scheduled Visits per Quarter, 52 Scheduled Visits per Year are included
(Each visit shall consist of an eight-hour day)

We agree to provide Preventive Maintenance on the equipment designated in Schedule "A" attached hereto, in accordance with the terms and conditions of this agreement.

- Required "Work" or "Maintenance" will be performed by trained personnel directly employed and/or supervised by ECOVA
- A lead Service Engineer will be assigned to this project that will be primarily responsible for providing contract services.
- Additional Engineers and Technicians will also be familiarized with your system to ensure that there is no lapse in service to your equipment.
- Cost incurred in training these Service people shall be the sole responsibility of ECOVA and shall not be passed on to the owner.
- Regular and systematic Preventive Maintenance will be performed during normal working hours.

II. SERVICE CALLS - (Nonscheduled visits during normal business hours)

Included under this contract ___ Yes, No

Not to exceed ___ Visits per Quarter, ___ Visits per Year or ___ Unlimited

Physical response time will be within 4 hours during normal business hours

ECOVA will provide on-site nonscheduled service between scheduled maintenance calls, when necessary, to keep equipment and components in proper operation. These visits shall be performed during normal working hours excluding nights, weekends and holidays. To request a service call, call our Service Manager at 904-858-7053 during normal business hours. Our Service Manager will advise you over the telephone on how to handle the problem, have a Service Engineer connect to your system via telephone modem, or schedule a service visit. Any additional visits other than the ones stated above would be subject to ECOVA standard prevailing labor rate plus any cost incurred.

III. AFTER HOUR SERVICE CALLS - (Nonscheduled visits after normal business hours)

Included under this contract ___ Yes, No

Not to exceed ___ Visits per Quarter, ___ Visits per Year or ___ Unlimited

Physical Response time will be within ___ hours after normal business hours

Telephone Response time will be within 1 hours

24 hour/365 day coverage is included ___ Yes, No

ECOVA will provide on-site after normal business hours service between scheduled maintenance calls, when necessary to keep equipment and components in proper operation. To request after hour service, call our Service Manager at 904-858-7053 during normal business hours (Monday through Friday - 8:00 AM till 5:00 PM or for after hours and 24 hour service, we have a Service Engineer on duty with a cellular phone and pager to handle your emergency calls. Please call _____ for the engineer on duty. Our Service Engineer will advise you over the telephone on how to handle the problem, connect to your system via telephone modem, or respond within the time stated above. Any additional visits other then stated above will be subject to ECOVA's standard prevailing labor rate plus any cost incurred

IV. MODEM SERVICE CALLS - (During normal business hours)

Included under this contract Yes, ___ No

Not to exceed ___ Calls Quarter, ___ Calls per Year

Unlimited calls are included under this contract Yes, ___ No

Telephone Response time will be within 1 hours

ECOVA will provide telephone diagnostics via modem during regular working hours in order to provide you with the fastest service available when you experience a problem. A dedicated telephone line must be available at your Host Workstation. A telephone line that is shared with other equipment (such as a fax machine, etc.) is not acceptable. To request a service call, call our Service Manager at **904-858-7053** during normal business hours or the Service Engineer at _____ for after hours service. Our Service Manager or Service Engineer will advise you over the telephone on how to handle the problem or will connect to your system via telephone modem.

V. OPERATOR TRAINING

Included under this contract Yes, No

Training sessions are included
(Each visit shall consist of a four-hour session and a maximum of four students)

ECOVA will provide additional operator training during the course of the year scheduled at your convenience. Training will be provided for your regular operators as well as any new or additional operators. This additional training helps the operators get more out of the system after they have had some time using it. As they become more familiar with the system, they will have more questions as they see how powerful the system is. The TAC AMERICAS I/NET software package is very powerful system and we want you to take full advantage of all its features (such as trend plotting, graphics, docutrend, DDC programming, etc.). We recommend that the sessions be limited to small groups of four students. While training is usually performed on site at your facility, training is also available at our Corporate Headquarters in Dallas, Texas.

VI. SOFTWARE/FIRMWARE UPGRADES

Included under this contract Yes, No

ECOVA will provide software/firmware upgrades for you INET 7700 system if required as they become available. This allows your system to keep current and to take full advantage of TAC AMERICAS's latest features and developments.

The labor to install this software/firmware is not included in this proposal and will be quoted separately.

VII. SOFTWARE MAINTENANCE

Included under this contract Yes, No

Not to exceed _____ Visits per Quarter, _____ Visits per Year
(Each visit shall consist of an eight-hour day)

ECOVA will provide software maintenance which will consist of our Service Engineers and Technicians working with your operators in keeping all the software, graphics and report features of the I/NET 7700 System at their maximum beneficial output.

VIII. REPAIR AND REPLACEMENT

Included under this contract Yes, No

Material is not covered under this contract, but is covered under your one-year warranty. Yes, No

ECOVA will provide materials and labor for repair, or replacement of failed equipment and components with new or reconditioned equipment or components (in accordance with coverage described in Schedule A).

If repair and replacement is not included in your contract ECOVA will provide you a written quotation for any material that is required to repair your system.

X. QUALIFICATIONS

ECOVA Preventive Maintenance shall consist of the following as outlined above in items I through VII:

- Checking performance of TAC AMERICAS equipment and components.
- Diagnostic tests, examination, cleaning, lubrication, adjustment and calibration of TAC AMERICAS equipment designated in Schedule A and their components.
- Providing materials and labor for repair or replacement of failed equipment and components with new or reconditioned equipment or components (in accordance with systems and equipment described in Schedule A).
- Providing on-site Service Visits, between scheduled preventive maintenance calls, when necessary to keep equipment and components in proper operation (in accordance with systems and equipment described in Schedule A).
- Normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday inclusive, excluding nights, weekends and holidays.
- Reasonable means of access to the equipment being serviced shall be provided to ECOVA.
- ECOVA shall be permitted to start and stop all equipment necessary (after notification and approval of the facilities representative) to perform the herein agreed services as arranged with your representative.
- ECOVA shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control. Including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. In no event shall ECOVA be liable for business interruption losses or consequential or speculative damages. This sentence shall not relieve ECOVA of liability for damage of property or injury to persons resulting from accidents caused solely by the negligence of ECOVA in the performance or failure to perform its obligations under this agreement.

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- ECOVA shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
 - When a request for service is made by the owner at times other than we would have made a scheduled Preventive Maintenance call, and inspection does not reveal any defect required to be serviced under this agreement, we reserve the right to charge you at our prevailing service labor rate.

X. EXCLUSIONS

The following is not within the scope of this agreement:

- Removal or reinstallation of replacement valves and dampers when required.
- Cutting and patching of building surfaces when required to make repairs on concealed or inaccessible equipment, piping, and wiring.
- Draining or venting of water systems.
- Repairs to equipment damaged by ambient conditions outside of the manufacturer's recommended limits.
- Repairs to equipment damaged due to negligence.

XI TERMS AND CONDITIONS

Start Date October 1, 2013 _____ Ending Date October 1, 2014

For services designated herein and in Schedule A & B you agree to pay ECOVA the amount of:

This amount is to be paid upon receipt of invoice per the following schedule:

(12) Monthly Invoices of: \$4611.00 each in advance plus applicable taxes.

- This agreement shall commence on Contract Signing and shall continue until canceled. This agreement may be canceled by either party giving written notice not less than 30 days prior to any anniversary date of this agreement. This agreement may also be canceled by either party giving written notice of non-performance.
- For services not covered in this contract and performed by ECOVA upon your authorization, you agree to pay ECOVA for labor, material and transportation charges.
- This agreement, when accepted in writing by you and approved by the authorized ECOVA representative, shall constitute the entire agreement between us.
- An authorized ECOVA representative must approve all waivers, alterations or modifications to this agreement in writing.
- The annual price of the service agreement may be escalated at the anniversary of this agreement to reflect increases in labor and material costs.
- 24hr remote support of alarms with work order monthly \$.....

Please contact our Service Department at:

During Normal Business Hours
Contact our Service Manager @ 904-858-7053

After Hours Service
Contact our Service Engineer @ Cellular Telephone

Customer Acceptance

Accepted by *Daniel B. Leeper*

Print Name Daniel B. Leeper

Title Chairman

Name of Firm or Organization

Nassau County Board of
County Commissioners

Billing Address

96135 Nassau Place

Suite 1

Yulee, FL 32097

Purchase Order No.

Date:

ECOVA Approval

Approved by *Carol Schroeder*

Print Name Carol Schroeder
Interim Controller

ECOVA
7029 Commonwealth Ave.SW-5
Jacksonville, FL 32220



SCHEDULE A
Site

The following control equipment shall be serviced under this agreement:

Systems Serving (reference CTI Drawings Job #)

The following controls and equipment are covered under this agreement:

1. Host Workstation in Chief Engineer's Office
2. TAC AMERICAS TAPS and Modems
3. All software supplied and installed by CTI
4. All hardware and sensors provided by CTI
5. All Valve Actuators provided by CTI
6. PCU/DCU/UCI/UC Controllers
7. Temperature and Humidity sensors
8. Current Sensors
9. Differential pressure switches
10. Transformers
11. Pressure Transmitter

Equipment not covered under this Service / Maintenance agreement includes:

Package Units	-	VAV Boxes
Pumps	-	Humidifiers
Starters	-	Electric Heater Factory controls
Existing Control Valves -	-	Chillers
Existing Damper Actuators	-	Dampers
Boilers	-	Existing Valve and Damper
VFD's	-	Actuators
Existing Pneumatic Controls	-	Fire System Equipment
Factory controls on miscellaneous equipment		
Controls and components provided by others		

SCHEDULE B

CTI PREVAILING LABOR RATES (Effective May 1, 1999)

The following labor rates apply to all work not covered under the service agreement.

Service Account Customer	Regular time	\$ 110.00 per hr.
Service Account Customer	Overtime	\$165.50 per hr.
Service Account Customer	Sundays & Holidays	\$210.00 per hr.

Non Service Account Customer	Regular time	\$120.00 per hr.
Non Service Account Customer	Overtime	\$180.00 per hr.
Non Service Account Customer	Sundays & Holidays	\$240.00 per hr.

- All rates are bases on four (4) hour minimum
- Travel time is considered billable service time to and from the site
- All rates are subject to change with written notice

ECOVA TO ACQUIRE PRENOVA, INCREASING CAPABILITIES IN REAL-TIME BUILDING MANAGEMENT SERVICES

Company adds strong software as a service (SaaS) technology and more than 80 new clients in the growing energy and sustainability management category

Spokane, WA — November 21, 2011—Ecova, a leading total energy and sustainability management company, today announced the intent to acquire Prenova, Inc. ("Prenova"), a privately-held enterprise energy management company headquartered in Atlanta. The transaction is expected to close before the end of the year and is expected to be funded by Ecova and to be neutral to Ecova's earnings in 2012. Prenova reported revenue of \$12.4 million for the nine months ended September 30, 2011 and for the year ended December 31, 2010. With more than 80 clients, Prenova grows Ecova's existing client base to more than 600 and expands the company's reach into the education and government sectors.

"Prenova's clients, employee expertise and real-time products are significant additions to our company," said Jeff Heggedahl, CEO of Ecova. "We look forward to providing the best offerings from both companies' portfolios to our clients, and believe our unique combination of technology, expertise and data is unmatched."

The acquisition enhances Ecova's unique combination of historical data from utility expense management services and real-time building management services. The acquisition builds Ecova's engineering capabilities in building control and metering, providing clients with energy efficiency expertise and recommendations at the building level. Jeff Heggedahl will lead the combined organization and the Atlanta office will become Ecova's South Eastern regional office.

"For over ten years, Prenova has been helping companies control energy spend by reducing utility costs and improving energy efficiency," said Michael Nark, President and CEO of Prenova. "By joining with Ecova, our clients will benefit from having the combined expertise and expanded product offering that Ecova brings. I'm excited for our companies, as together we can achieve the vision of being the leader in total energy and sustainability management."

Today, Prenova has over 45,000 commercial and industrial buildings under management with 7,500 buildings connected on a real-time basis for a range of services. Real-time operations are served from a state-of-the-art network operations center in Atlanta leveraging SaaS technology, enabling clients to monitor and control energy consumption within their own portfolio of buildings across an array of disparate energy management systems. The addition of these assets accelerates Ecova's momentum in this area, following its acquisition of Building Knowledge Networks in early 2011.

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ABOUT ECOVA

Ecova is the total energy and sustainability management company whose sole purpose is to see more, save more, and sustain more for its clients. Using insights based on consumption, cost and carbon footprint data spanning thousands of utilities, hundreds of thousands of business sites and millions of households, Ecova provides fully managed, technology-optimized solutions for saving resources, which in turn increase returns, lower risks, and enhance reputations. Ecova is the largest non-regulated subsidiary of Avista Corp (NYSE: AVA), www.avistacorp.com. For more information, visit the company's website at ecova.com, on LinkedIn at <http://linkd.in/EcovaInc>, or follow Ecova on Twitter at @ecovainc.

This news release contains forward-looking statements regarding the company's current expectations. Forward-looking statements are all statements other than historical facts. Such statements speak only as of the date of the news release and are subject to a variety of risks and uncertainties, many of which are beyond the company's control, which could cause actual results to differ materially from the expectations. These risks and uncertainties include, in addition to those discussed herein, all of the factors discussed in Avista Corp's Annual Report on Form 10-K for the year ended Dec. 31, 2010 and the Quarterly Report on Form 10-Q for the quarter ended Sept. 30, 2011.

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