TDIndustries – Solutions Group

Client:	Collin County	**Job Name:**	Demand Response Automation Services
Address:	4600 Community Drive McKinney, TX 75071	**Address:**	Same
Contact:	Dan James	**Contact:**	Dan Edwards
Phone No.:	(972) 547-5300	**Phone No.:**	972-888-6756
Fax No.:	(972) 547-5498	**Fax No.:**	972-888-9579
Email	facilities@collincountytx.gov	**Email**	dan.edwards@tdindustries.com

This agreement is entered into as of the date of authorization shown on Page 3 between TDIndustries and Collin County (the Client). The Agreement is offered to the Client under the terms of TDIndustries Cooperative Purchasing Services contract 09/003JC with CHOICE Facility Partners, a cooperative purchasing entity operated by the Harris County Department of Education and legally constituted under the laws of the State of Texas.

In consideration of the mutual agreements set forth herein, the Parties hereby agree as follows:

1. **Implementation of Vedero Software Demand Response Equipment and Software**

   TDIndustries will subcontract with Vedero Software to perform the attached scope of work for the Client. **A copy of the scope of work is included as Attachment #1.**

All for the net sum (not including taxes) of.....$28,740.00

Payment for System Installation and Implementation - TDIndustries will accept payment for the Vedero Software Demand Response Equipment and Software as specified above in three equal installments of $9,580.00. Payments will be due at the end of each of the first three Emergency Interruptible Load Service (EILS) Program contract periods. These payments are due and payable within 30 days after they are received by the Client at the end of each EILS contract period. These payments are separate from the ongoing payments listed under item #2, System Capabilities below.

2. **System Capabilities**

The system described above will enable enrollment and participation in multiple Demand Response Programs offered by both the Electric Reliability Council of Texas (ERCOT) through the Client's contractual relationship with a Qualified Scheduling Entity (QSE) at the "Grid" level and Oncor Electric Delivery (Oncor) at the local level.

   a. **ERCOT Emergency Interruptible Load Service (EILS) Program Administration & Enrollment Service. Scope of services.**

   Analyze the Client's load and recommend contractual interruptible load amount (in kW) for submittal into the ERCOT Emergency Interruptible Load Service (EILS) Program and coordinate with the Client, the QSE and ERCOT to enroll the Client into the EILS. Enrollment includes review and negotiation of EILS bilateral agreement between the Client and the QSE, amount of interruptible load (in kW) to be bid into EILS program, and hours to be bid into EILS program for each 4-month EILS contract period.

Payment for ERCOT Emergency Interruptible Load Service (EILS) Program Coordination – The Client will pay TDIndustries 50% of the funds received from the QSE for each EILS period. These payments are due and payable within 30 days after they are received by the Client at the end of each EILS contract period.

b. ONCOR Commercial Load Management (CLM) Program Administration & Enrollment Service. Scope of services.

Analyze the Client's load and recommend the maximum projected demand prescription for the ONCOR Commercial Load Management Program (CLM). Coordinate with the Client and the ONCOR Commercial Load Management Program Manager to enroll the Client into the ONCOR CLM Program annually. ONCOR will verify the load data for the scheduled curtailment in May (1 hour), and the four (4) unscheduled curtailments for the months of June, July, August and September of each year.

Payment for Commercial Load Management (CLM) Program Coordination – The Client will pay TDIndustries 50% of the funds received from ONCOR each year. These payments are due and payable within 30 days after they are received by the Client.

c. 4CP Warnings and Analysis Service Program Administration and Enrollment Service. Scope of services.

For each non-holiday weekday from June 1st through September 30, (the "4CP Season"), provide day-ahead warnings of the likelihood of a 4CP Event (as defined by ERCOT). Issue 4CP "Actionable Warnings", rating the likelihood that the next day will be the day of ERCOT Coincident Peak load during that month. Endeavor to limit the number of "Actionable Warnings" to eight (8) during the 4CP such that Client may engage in demand reduction efforts to reduce Transportation and Delivery Service Provider (TDSP) charges. Review Client's 4 CP costs, and provide scenario savings analysis expected for future period.

Payments for 4CP Service – The Client will pay TDIndustries 50% of the savings in curtailed "4CP Demand Charges". The curtailed 4CP Demand Charges will be calculated and determined by TD based on taking the difference between (a). the metered peak demand (in kW) for interval meter reading four (4) hours prior to the actual monthly 4CP events for the months of June, July, August, September; and (b). the actual 4CP demand (in kW) established for the months of June, July, August and September based on the TDSP tariff rate established at the time of performance; multiplied by the TDSP tariff rate (in $/kW) established at the time of performance. Client agrees to share all primary and sub-metered load data with TDIndustries such that verification of total load curtailment can be accurately validated. The 4CP payment to TDIndustries shall be calculated on a year to year basis, after January 1st of each year. Payment is due and payable within 30 days after the amount due is provided to the Client by TDIndustries.

Performance Adjustments Related to 4CP Service - TDIndustries does not guaranty the ability to predict 4CP events and will apply best-efforts to accurately predict each 4CP Event while keeping the number of Warnings as low as possible. For any month that TDIndustries fails to issue a Warning for the actual day of the 4CP, the 4CP payment for that given year will be reduced by 25%.

3. Termination

This agreement shall continue from the date of Client authorization and will continue for a period of five (5) years from that date, and continue month-to-month thereafter, until cancelled

by either Party upon 30-day written notification. If terminated by Client, full compensation as referenced in section 1 will due and payable upon cancellation. Payment for as referenced in section 2 will be due and payable up to the termination date.

AUTHORIZATION

IN WITNESS WHEREOF, the Parties, by their respective authorized representatives, have executed this Agreement as of the date written above.

TDIndustries, Inc.	**CLIENT**
TD Industries, Inc.	Collin County
(Company)	(Company)
Robert G Wilken	Franklin Ybarbo
(Signature)	(Signature)
Robert G Wilken	Franklin Ybarbo
(Name, printed)	(Name, printed)
EVP	Purchasing Agent
(Title)	(Title)

Approved - Court Order
2011-434-07-11

Clarifications

- All pricing is based on award of agreement and work commence not later than 60 days from the date of this proposal.
- TDIndustries, Inc. assumes no responsibility for the condition or performance of the existing building automation system that controls the operation of the HVAC equipment. It must be kept in good working order for the load shed routines to operate properly.

Exclusions

- Any additional work not listed in the scope above will require written authorization by the Client before TDIndustries, Inc. can proceed.
- Network drop, static IP addresses and verification of TCP/IP connectivity.
- Emergency power circuits for the system components or any other integration hardware provided.
- Payment or taxes, and permit fees.

2/26/11

Standard Terms and Conditions

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

1. TDIndustries, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

2. If TDIndustries, Inc. encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous substances on the site, TDIndustries Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances has been removed or otherwise controlled so that it does not pose a health or safety threat.

3. Any installation dates given in advance are estimated. Installation will be made subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.

4. On arrival of any equipment, goods or material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods or material.

5. In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.

6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

7. If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.

8. All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

9. No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

Vedero
SOFTWARE

Attachment 1

Scope of Work

1.0 Get ESI-ID and LOA from customer
- Request ESI-ED and LOA customer
- Receive ESI-ID and LOA from customer
- Obtain copy of customer electric bills
- Email electric bills to QSE and to Installation Technician

2.0 Site survey
- Schedule site survey
- Ensure IDR meter has pulse interface or native pulse capability
- Complete site survey worksheet

3.0 Publish curtailment strategy document
- Outline strategy
- Negotiate strategy with customer
- Memorialize strategy in document
- Obtain Customer mgt approval of curtailment strategy

4.0 BAS point identification
- Obtain point list from customer

5.0 Get generators set up on existing BAS/EMS

6.0 Prepare Customer Appliance
- Install and license Windows and Niagara AX software on Dell server(appliance)
- Install Vedero SW solution on appliance

7.0 Install Server on site at customer and connect to network

8.0 Configure and Install Pulse Meter(s)
- Obtain Pulse formula from energy provider
- Order pulse meter(s)
- Configure pulse meter(s)
- Ship pulse meter(s) to Customer
- Install pulse meter(s)

9.0 Manually test curtailment strategies
- Determine curtailment methodology with customer
- Schedule curtailment test
- Conduct curtailment test

10.0 Clear network ports to allow communication between Vedero appliance and relevant equipment
- Send network configuration requirements to customer
- Customer sends confirmation of compliance to Vedero
- Test customer network settings

11.0 From BAS server, expose proper informational and control points from HVAC to networ
- From Vedero appliance, discover BACnet points – remote
- Test each informational point for real-time compliance
- Test each command point for command ability remote

12.0 Create customized Graphical User Interface

13.0 Ensure QSE Interoperability
- Schedule Interoperability Test with QSE
- Conduct interoperability test with QSE

14.0 Program java logic for translation from signal to event invocation

15.0 Test Curtailment Compliance with relevant customer programs

16.0 Test automated event
- Schedule automated test
- Conduct automated test

17.0 Enroll Customer in Desired programs