July 29, 2026

Project Location:
Aledo ISD MS Daniel Gym
990 Bailey Ranch Road
Aledo, TX. 76008

Attn: **Caleb Bell – Chief Facilities & Construction Officer**
Ref: **Estimate: #26223 – MS Daniel Gym LED Upgrade**

General Scope Overview:
Hays Electrical is pleased to provide this proposal to upgrade the lighting and controls in the MS Daniel gym per the EMA Engineers revised design documents. Working hours will be in the evening after school has closed and access to gym is available. Scope is as follows:

Scope:

- Demo all existing lighting, egress lighting, and controls and dispose/recycle as required.
- Provide and install new LED lighting per the Alternate Keystone lighting drawing EL1.15 consisting of the following:
  - Provide (30) HB33 fixtures with wire guards
  - Provide (11) HB33E fixtures with wire guards
- Provide Accuity nLight controllers, switches and sensors including third party commissioning services
- Provide boom lift, plywood for floor provided by ISD for our use.
- Electrical permit is included

Base Price: $87,478.00 excluding taxes

Invoices are net 30days from date issued

Taxes will be charged on all invoices unless a valid and signed scope specific tax exemption certificate is provided to Hays Electrical prior to invoicing

Assumptions/Clarifications:

1. All work to be done during normal working hours – M-F 7am-4pm. Additional overtime or after-hours work will be subject to change order for extra cost incurred.
2. Hays Electrical Services will have a clear and open path to work areas as needed. Any delays in access to necessary work locations will lead to extra costs for time incurred.
3. All existing conduits are in good condition and able to be reused. If pathway is found to be unusable during clean out we will advise the client. Additional charges will apply for new pathway.
4. This proposal is based on the 2021 NEC and local ordinances as required by the AHJ
5. All new exposed conduit will be EMT unless noted above
6. All underground conduit will be schedule 40 PVC unless noted above
7. All new conductors will be type THHN unless noted above
8. MC cable and/or cords will be used as allowed by NEC unless noted above
9. Customer will be responsible for keeping work area clear and accessible during project in order to expedite work in a timely manner
10. We will be provided with full access in and out of the facility throughout the duration of the job
11. All work will be done during normal daytime business hours - 7:00 AM and 5:00 PM hours Monday – Friday, unless specifically noted in “inclusions” section of proposal
12. Any warranty work that becomes necessary, will be done during normal working hours

13. We will invoice original client (and no other 3rd parties) for service calls that are originally requested as warranty but are later determined to be non-warranty
14. This pricing is based on entire scope of work being performed as a single project. Any pricing breakouts are for informational purposes only.

Exclusions:

1. Warranty for existing wiring, electrical work, and/or electrical devices not supplied or installed by Hays Electrical Services.
2. No attic stock for fixtures and controls are included per direction of Caleb Bell.
3. Business interruptions or losses resultant there from.
4. Work not specifically listed under inclusions section
5. Inspection or repairs of any existing electrical equipment, conduit, wiring, etc, or any code violations in facility unless specifically included in inclusions section of this proposal.
6. Repairs to any equipment that is damaged or becomes inoperable during the normal operation of such equipment due to age, lack of maintenance, etc. Hays Electrical will not be responsible for any labor, material or 3rd party repair costs related to such damage
7. Overtime beyond 40 hours per week.
8. Work outside of normal business hours, (7am – 5pm), and on weekends or holidays unless specifically included in inclusions section of this proposal]
9. Liquidated damages of any type
10. City plan review fees
11. Engineering fees
12. Utility fees of any kind
13. City permit fees unless stated specifically in scope.
14. Bonding unless stated specifically in scope

Proposal Validity:

NOTE-SUBJECT TO PRICE INCREASE DUE TO UNCERTAINTIES.
Notwithstanding anything to the contrary, all exclusions and qualifications as presented herein are to be made exhibit to contract.

This proposal is valid for a period of 15 days. Because of the volatility of commodities pricing, Hays Electrical reserves the right to modify the above pricing after 15 days. If the above scope does not concur with your interpretation of the specifications, please notify us at your earliest convenience.

This proposal incorporates the standard Hays Electrical terms and conditions in “Exhibit A” by reference and upon acceptance by the customer and shall serve as the contract.

Thank you for allowing Hays Electrical the opportunity to you. Please feel free to contact me directly if you have any questions.

Thank you,

Eric Reeves - Service Department Manager

411 N Sam Houston Pkwy E Houston, TX 77060
M: (832) 732-5892
www.hayselectrical.com
eric.reeves@hayselectrical.com

ACCEPTANCE OF PROPOSAL

The above proposal price and scope are satisfactory and are hereby accepted. We authorize Hays Electrical Services to proceed with the work.

DATE _____ CUSTOMER SIGNATURE _____

"Exhibit A" Terms and Conditions

Warranty
Owner is protected with a one-year warranty against defects in materials and/or workmanship at the time of installation. New equipment and parts are subject to manufacturer's standard warranty. The customer's remedy should any breach of this warranty occur, shall be for Hays Electrical to re-perform defective work or to repair or replace, at Hays Electrical' option, any parts or components which are shown, to Hays Electrical' satisfaction to be defective, provided that customer gives Hays Electrical notice promptly upon the discovery of the defect. The warranty and remedies set forth above are exclusive and in lieu of all other warranties and remedies, express or implied, in law or in fact, including the warranties or merchantability and fitness for a particular purpose. The warranties contained herein set forth the customer's sole and exclusive remedy in the event of a defect in workmanship or materials.

Limitations or Liability
Hays Electrical shall not be liable for personal injuries or property damage arising from causes beyond its reasonable control or without its fault or negligence. Nor shall Hays Electrical be liable for any delay or default in performing here under if such delay or default is caused by any condition or circumstance beyond Hays Electrical' reasonable control, such as, but not limited to, government restrictions, strikes or other labor troubles, acts of God, interruption or irregularities in electrical power services, vandalism, riot, embargoes, unavailability of materials or parts, misuse, or any other cause whatsoever beyond the control of Hays Electrical. In no event shall Hays Electrical' liability for direct or compensatory damages exceed the payments received by Hays Electrical under this contract, nor shall Hays Electrical be liable for any special, indirect, consequential or incidental damages of any nature. The foregoing limitations on damages shall apply under all theories of liability or causes of action, including, but not limited contract, warranty, tort (including negligence) and strict liability and shall ensure to the benefit of Hays Electrical' suppliers and subcontractors.

Disputes, Choice of Law and Costs
This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Texas. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall in lieu of court action, be submitted to arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The site of the arbitration shall be Houston, Texas, unless another site is mutually agreed between the parties. The parties agree that in any arbitration, each shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. In the event it becomes necessary Hays Electrical to incur any costs and expenses (including, but not limited to, reasonable attorney's fees). Actions by Hays Electrical to collect moneys due us under this contract may be brought in any court of competent jurisdiction in lieu of arbitration.

INDEMNITY
TO THE FULLEST EXTENT OF STATE LAW, THE CUSTOMER AGREES TO DEFEND AND INDEMNIFY HAYS ELECTRICAL FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, ACTIONS, LAWSUITS, LIABILITY, DAMAGES AND/OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPERT FEES, ARISING OUT OF OR RELATING TO HAYS ELECTRICAL WORK UNDER THIS AGREEMENT OR THE SCOPE OF WORK UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE OF HAYS ELECTRICAL, THE CUSTOMER, OR OTHERS, UNLESS SUCH CLAIM, DEMAND, ACTION, LAWSUIT, LIABILITY, DAMAGE OR COST IS CAUSED BY THE SOLE NEGLIGENCE OF HAYS ELECTRICAL.

Entire Agreement
When executed by the parties and approved by Hays Electrical' authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in customer's purchase order or otherwise), shall be binding upon Hays Electrical unless expressly agreed to in writing by Hays Electrical' authorized representative.

Terms
Payment is due upon completion of work. If any invoice is unpaid on the 31st day after its delivery, then Customer will pay interest on the unpaid portion of the invoice from the expiration date of the 30-day pay period until paid at a rate to this lesser of (a) 18 percent per annum, or (b) the maximum lawful rate.