



February 26, 2024

Proposal Number: **HUCKA-L-01**

Wes Corzine
Superintendent
Huckabay ISD
200 CR 421
Stephenville, TX 76401

Subject: Lighting Systems Proposal
Huckabay ISD E3L - Grant

Dear Mr. Corzine,

E3 Entegral Solutions, Inc. (E3) is pleased to provide you with this proposal and agreement for lighting improvement services through TIPS Lighting Systems, Parts, and Installation (JOC) Contract #21060102. Based on our meetings with you and your staff, and subsequent site surveys, we are confident the proposed scope of work will meet your needs and provide the best possible solution for your district. Below is a summary of our proposal for LED Lighting Upgrades at Huckabay ISD.

Scope of Work

E3 will perform a turn-key installation at Huckabay ISD. The scope of work includes all material, labor, and handling of said equipment. The scope also includes commissioning of installed equipment. See Exhibit A for Scope of Work.

TIPS Pricing

RS Means Pricing

Category

RS Means Based Pricing (Modified by City Cost Index)		\$	97,146
E3 Bid Coefficient (Max Coefficient 1.0)	97.6%	\$	(2,377)
Subtotal RS Means Pricing		\$	94,769

TIPS Contract Factors

Category

Time of Performance - After Hours Work (Max Coefficient 1.45)	100.0%	\$	-
Subtotal Time of Performance		\$	-

General Conditions

Category

Bonding		\$	-
Permitting Fees		\$	-
Subtotal General Conditions		\$	-

Grand Total		\$	94,769
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All modifications and installation will meet all applicable local, state, and federal building codes.

Clarifications

- 1. Lighting retrofits were designed based on existing fixture layouts in each space
- 2. At a minimum, IES standards for light levels will be met in each space

Exclusions

- 1. Expediting and special handling charges
- 2. Costs incurred due to unforeseen conditions
- 3. Structural or electrical upgrades
- 4. Existing code violations
- 5. Redesigning existing fixture layouts
- 6. Hazardous material removal or abatement
- 7. Existing LED lamps/fixtures
- 8. Sports lighting, specialty stage lighting, and utility owned security lighting
- 9. Anything not specifically mentioned above

Warranty

All materials provided by E3 will be warranted through the Original Manufacturer’s warranty, specifically 4-foot linear lamps carry 10-year warranties. All workmanship performed by E3 is warranted for one (1) year, unless otherwise stated in this proposal.

Contract Time

E3 will commence the Work within thirty (30) days of the material arriving at the client’s facility, and will successfully achieve substantial completion of the Project within one hundred and twenty (120) days from the date of commencement, unless E3 is delayed by changes ordered in the Work by the Client, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions that affect the Work not reasonably anticipatable, unavoidable casualties or any other causes which are beyond the control of E3.

Payment Terms

- 1. Initial invoice is delivered upon contract signing for the amount of all materials and due upon arrival of material.
- 2. Progress invoices will be submitted on a monthly basis per work completed.
- 3. Payments due Net 30.
- 4. E3 may assess a late fee of 1% on any invoice unpaid after 90 days.

This quote is based solely on the “Terms and Conditions” listed on page 3. An executed contract by both parties will be necessary before the project can commence. This proposal is valid for thirty (30) days from the date above. Thank you for your consideration of our proposal. If this is acceptable, please sign, scan, and return via email to: Mike Cothran at mcothran@e3es.com, or fax to 972-325-1920.

Please let me know if you have any questions regarding this proposal.

Regards,

Accepted by Wes Corzine:

Signature
 Josh Combs

Name
 President

Title

Date

Signature

Name

Title

Date

Contract Amount: \$94,769

Purchase Order Number: _____



TERMS AND CONDITIONS

1. **Acceptance.** Authorization to E3 to begin the Work will mean that Customer has agreed to these terms and conditions. Documents with terms additional to or different from this Proposal will not be binding upon E3.
2. **The Contract Documents.** The "Contract Documents" means this Proposal, the Construction Documents, and changes made after the date of this Proposal. The "Construction Documents" are the descriptions and/or the plans and specifications establishing the requirements of the Work. The Construction Documents are identified on page 1 of this Proposal or Exhibit A attached to this Proposal and define the Customer's requirements ("Customer's Requirements").
3. **Means and Methods.** E3 will be responsible for, and have control over, construction means, methods, techniques, sequences and procedures. Unless otherwise provided in the Work description on page 1 of this Proposal or Exhibit A to this Proposal, E3 will provide and pay for all labor, materials, supplies, tools, equipment, machinery and transportation for the Work. E3 will be responsible to Customer for E3's subcontractor and others performing the Work under a contract with E3, but performance will be required only to the extent provided by the Contract Documents.
4. **Safety.** E3 will comply with applicable federal, state and municipal safety laws, but E3 will have no responsibility for safety hazards resulting from the acts or omissions of Customer or others employed by Customer.
5. **Warranty.** If, within one (1) year after the Completion Date, the Work is found to be defective or not in accordance with this Proposal, E3 will correct it after E3 receives written notice from Customer. All other warranties (express, implied or oral), including any implied warranty of merchantability, workmanship, and fitness for a particular purpose, are excluded. Customer and E3 waive all claims for consequential damages.
6. **Delays.** If the Work is delayed by Customer or a separate contractor employed by Customer, or by changes in the Work, labor disputes, fire, unusual delay in deliveries, adverse weather conditions, unavoidable casualties, or other causes beyond E3's reasonable control, the Completion Date will be extended. For all delays caused by Customer and/or Customer's other contractors, E3 shall be compensated for all costs incurred.
7. **Changes.** Customer may request changes in the Work within the general scope of the Work, and the Contract Sum and Completion Date will be adjusted.
8. **Cost of the Work.** The "Cost of the Work" means the following costs and expenses relating to the Work: (1) wages and salaries, including labor burden, construction workers and supervisory, project management, and administrative personnel assigned to the Project at E3's standard fixed rates, including other related costs of and equipment, (4) costs of temporary facilities and job office expenses, (5) Project-related travel and job site vehicle expenses, (6) bond premiums, if any, sales, use or similar taxes, fees and assessments for the building permit and other permits, licenses, approvals and inspections, and fees of laboratories for tests required by the Contract Documents, (7) legal, mediation and arbitration costs, including attorneys' fees, unless arising from disputes between Customer and E3, and (8) costs of repairing or correcting the Work. E3 has provided a lump sum proposal for the initial scope of work.
9. **Payment.** Payment is due upon receipt of invoice. Invoices will be based upon materials on site or Work completed to the date of invoice. Invoices unpaid thirty (30) days from receipt of invoice will accrue interest at 1% per month.
10. **Claims and Disputes.** All claims and disputes relating to the Project, the Work, or this Proposal will be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Notice of demand for arbitration will be filed in writing with the other party and the American Arbitration Association. The demand must be made within a reasonable time, but not later than the expiration of the applicable statute of limitations. Any Arbitration hearing shall take place in Dallas, Texas.
11. **Termination.** If the Work is stopped for a period of fifteen (15) days due to the fault of Customer, or due to Customer's failure to make payment, or if Customer fails to abide by any of its obligations under this Proposal, E3 may, upon seven (7) days' written notice, terminate this Proposal and recover from Customer payment for all Work performed together with reasonable attorneys' fees, and lost profits.
12. **Insurance and Indemnity.** E3 agrees to maintain the following insurance: Worker's Compensation (statutory); Employer's Liability (\$1,000,000); Comprehensive General Liability, including Personal Injury, Premises Operations, Completed Operations and Products coverages (\$1,000,000 combined single limit for bodily injury and property damage); and Comprehensive Automobile Liability, including Owned, Non-Owned and Hired-Car coverages (\$1,000,000 combined single limit for bodily injury and property damage). E3 agrees to defend and indemnify the Customer against all claims, damages, and expenses, including attorney's fees, arising out of the Work, but only to the extent caused by the negligence of E3, its laborers, employees, subcontractors, suppliers, and anyone for whose acts they may be liable.
13. **Other Provisions.** None Included
14. **Miscellaneous.** This Proposal is the entire agreement between E3 and Customer. All prior negotiations, representations and agreements are not binding. This Proposal may not be modified by evidence of course of dealing, course of performance or usage of

Campus / Building			Room/Office/Area Information			Existing Lighting System		Proposed Lighting System	
Line #	Campus	Building	Map ID	Description	Usage Type	EXT Qty	Existing Fixture Type	PRO Qty	Proposed Fixture Type
1	Huckabay School	K-12		Entrance	HS - Common Area and Restrooms	2	F42ILL	2	4' LED Tube - 2
2	Huckabay School	K-12		Reception	HS - Common Area and Restrooms	4	F43ILL	4	4' LED Tube - 2
3	Huckabay School	K-12		Records Room	HS - General Work Area	2	F43ILL	2	4' LED Tube - 2
4	Huckabay School	K-12		Superintendent	HS - Private Office	4	F43ILL	4	4' LED Tube - 2
5	Huckabay School	K-12		File Room	HS - General Work Area	1	F43ILL	1	4' LED Tube - 2
6	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	10	F43ILL	10	4' LED Tube - 2
7	Huckabay School	K-12		Trophy Case	HS - Common Area and Restrooms	5	F42ILL	5	4' LED Tube - 2
8	Huckabay School	K-12		Custodial	Janitors Closet	1	F42ILL	1	4' LED Tube - 2
9	Huckabay School	K-12		Custodial	Janitors Closet	2	I60/1	2	ALED11
10	Huckabay School	K-12		M11	HS - Classroom	4	F43ILL	4	4' LED Tube - 2
11	Huckabay School	K-12		M13	HS - Classroom	8	F43ILL	8	4' LED Tube - 2
12	Huckabay School	K-12		Break Room	HS - General Work Area	8	F43ILL	8	4' LED Tube - 2
13	Huckabay School	K-12		Gym Bleachers	HS - Gym Area	3	F82SHS	3	4' LED Tube - 4 HO 8' CK
14	Huckabay School	K-12		Stairs behind Gym	HS - Common Area and Restrooms	1	I60/1	1	ALED11
15	Huckabay School	K-12		Gym Basement	HS - General Work Area	4	F82SHS	4	4' LED Tube - 4 HO 8' CK
16	Huckabay School	K-12		Coach Office	HS - Private Office	4	F43ILL	4	4' LED Tube - 2
17	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	2	F42ILL	2	4' LED Tube - 2
18	Huckabay School	K-12		Laundry	HS - General Work Area	2	F43ILL	2	4' LED Tube - 2
19	Huckabay School	K-12		Coach Office	HS - Private Office	2	F43ILL	2	4' LED Tube - 2
20	Huckabay School	K-12		Girl's LR	HS - Gym Area	4	F43ILL	4	4' LED Tube - 2
21	Huckabay School	K-12		Office	HS - Private Office	1	F44ILL	1	4' LED Tube - 2 HO 2x4 CK
22	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	3	F44ILL	3	4' LED Tube - 2 HO 2x4 CK
23	Huckabay School	K-12		CR	HS - Classroom	4	F44ILL	4	4' LED Tube - 2 HO 2x4 CK
24	Huckabay School	K-12		Shower Area	HS - Gym Area	1	F44ILL	1	4' LED Tube - 2 HO 2x4 CK
25	Huckabay School	K-12		RR	HS - Common Area and Restrooms	1	F44ILL	1	4' LED Tube - 2 HO 2x4 CK
26	Huckabay School	K-12		Book Strg	HS - General Work Area	2	F44ILL	2	4' LED Tube - 2 HO 2x4 CK
27	Huckabay School	K-12		Office	HS - Private Office	2	F44ILL	2	4' LED Tube - 2 HO 2x4 CK
28	Huckabay School	K-12		Boy's RR	HS - Common Area and Restrooms	7	F44ILL	7	4' LED Tube - 2 HO 2x4 CK
29	Huckabay School	K-12		RR	HS - Common Area and Restrooms	2	F43ILL	2	4' LED Tube - 2
30	Huckabay School	K-12		Girl's RR	HS - Common Area and Restrooms	7	F44ILL	7	4' LED Tube - 2 HO 2x4 CK
31	Huckabay School	K-12		Art CR	HS - Classroom	8	F43ILL	8	4' LED Tube - 2
32	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	2	F43ILL	2	4' LED Tube - 2
33	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	12	F42ILL	12	4' LED Tube - 2
34	Huckabay School	K-12		5th Grade CR	ES - Classroom	14	F43ILL	14	4' LED Tube - 2
35	Huckabay School	K-12		Corridor	ES - Common Area and Restrooms	1	F43ILL	1	4' LED Tube - 2
36	Huckabay School	K-12		E26	ES - General Work Area	3	F43ILL	3	4' LED Tube - 2
37	Huckabay School	K-12		Copier Room	ES - General Work Area	2	F43ILL	2	4' LED Tube - 2
38	Huckabay School	K-12		Closet	Electrical / Mechanical Closets	1	I60/1	1	ALED11
39	Huckabay School	K-12		Data Room	Electrical / Mechanical Closets	2	F42ILL	2	4' LED Tube - 2
40	Huckabay School	K-12		E24 Nurse	ES - Private Office	4	F44ILL	4	4' LED Tube - 2 HO 2x4 CK
41	Huckabay School	K-12		E23	ES - Classroom	10	F43ILL	10	4' LED Tube - 2
42	Huckabay School	K-12		E19	ES - Classroom	11	F43ILL	11	4' LED Tube - 2
43	Huckabay School	K-12		E20	ES - Classroom	11	F43ILL	11	4' LED Tube - 2
44	Huckabay School	K-12		E16	ES - Classroom	11	F43ILL	11	4' LED Tube - 2
45	Huckabay School	K-12		E15	ES - Classroom	11	F43ILL	11	4' LED Tube - 2
46	Huckabay School	K-12		Corridor	ES - Common Area and Restrooms	9	F43ILL	9	4' LED Tube - 2
47	Huckabay School	K-12		E13	ES - Classroom	9	F43ILL	9	4' LED Tube - 2
48	Huckabay School	K-12		Corridor	ES - Common Area and Restrooms	3	F43ILL	3	4' LED Tube - 2
49	Huckabay School	K-12		E14	ES - Classroom	9	F43ILL	9	4' LED Tube - 2
50	Huckabay School	K-12		E8 RR	ES - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
51	Huckabay School	K-12		E9 RR	ES - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2

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Line #	Campus	Building	Map ID	Description	Usage Type	EXT Qty	Existing Fixture Type	PRO Qty	Proposed Fixture Type
52	Huckabay School	K-12		E11	Electrical / Mechanical Closets	1	F43ILL	1	4' LED Tube - 2
53	Huckabay School	K-12		E10	Electrical / Mechanical Closets	1	F43ILL	1	4' LED Tube - 2
54	Huckabay School	K-12		E12	ES - Classroom	9	F43ILL	9	4' LED Tube - 2
55	Huckabay School	K-12		E12 RR	ES - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
56	Huckabay School	K-12		E6 Laundry	ES - General Work Area	1	F43ILL	1	4' LED Tube - 2
57	Huckabay School	K-12		Boy's RR	ES - Common Area and Restrooms	3	F43ILL	3	4' LED Tube - 2
58	Huckabay School	K-12		Girl's RR	ES - Common Area and Restrooms	5	F42EE	5	4' LED Tube - 2
59	Huckabay School	K-12		Girl's RR	ES - Common Area and Restrooms	3	F43ILL	3	4' LED Tube - 2
60	Huckabay School	K-12		Girl's RR	ES - Common Area and Restrooms	5	F42EE	5	4' LED Tube - 2
61	Huckabay School	K-12		E4	ES - Classroom	9	F43ILL	9	4' LED Tube - 2
62	Huckabay School	K-12		E4 RR	ES - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
63	Huckabay School	K-12		E3	ES - Classroom	9	F43ILL	9	4' LED Tube - 2
64	Huckabay School	K-12		E3 RR	ES - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
65	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
66	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
67	Huckabay School	K-12		Classroom	HS - Classroom	11	F43ILL	11	4' LED Tube - 2
68	Huckabay School	K-12		Classroom	HS - Classroom	1	F43ILL	1	4' LED Tube - 2
69	Huckabay School	K-12		Library	HS - Library Area	11	F43ILL	11	4' LED Tube - 2
70	Huckabay School	K-12		Library	HS - Library Area	1	F43ILL	1	4' LED Tube - 2
71	Huckabay School	K-12		Copy Room	HS - General Work Area	5	F43ILL	5	4' LED Tube - 2
72	Huckabay School	K-12		Copy Room	HS - General Work Area	1	F43ILL	1	4' LED Tube - 2
73	Huckabay School	K-12		Closet	Electrical / Mechanical Closets	1	F42ILL	1	4' LED Tube - 2
74	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	2	F42ILL	2	4' LED Tube - 2
75	Huckabay School	K-12		Classroom	HS - Classroom	5	F43ILL	5	4' LED Tube - 2
76	Huckabay School	K-12		Classroom	HS - Classroom	1	F43ILL	1	4' LED Tube - 2
77	Huckabay School	K-12		Classroom	HS - Classroom	7	F43ILL	7	4' LED Tube - 2
78	Huckabay School	K-12		Classroom	HS - Classroom	1	F43ILL	1	4' LED Tube - 2
79	Huckabay School	K-12		Classroom	HS - Classroom	5	F43ILL	5	4' LED Tube - 2
80	Huckabay School	K-12		Classroom	HS - Classroom	1	F43ILL	1	4' LED Tube - 2
81	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	3	F43ILL	3	4' LED Tube - 2
82	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	1	F43ILL	1	4' LED Tube - 2
83	Huckabay School	K-12		Maintenance Strg	Electrical / Mechanical Closets	15	F43ILL	15	4' LED Tube - 2
84	Huckabay School	K-12		Maintenance Strg	Electrical / Mechanical Closets	2	F43ILL	2	4' LED Tube - 2
85	Huckabay School	K-12		Old Classroom	HS - Classroom	7	F43ILL	7	4' LED Tube - 2
86	Huckabay School	K-12		Old Classroom	HS - Classroom	1	F43ILL	1	4' LED Tube - 2
87	Huckabay School	K-12		J1	HS - Classroom	6	F43ILL	6	4' LED Tube - 2
88	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	2	F43ILL	2	4' LED Tube - 2
89	Huckabay School	K-12		Boy's RR	HS - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
90	Huckabay School	K-12		Boy's RR	HS - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
91	Huckabay School	K-12		Girl's RR	HS - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
92	Huckabay School	K-12		Girl's RR	HS - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
93	Huckabay School	K-12		J2	HS - Classroom	9	F43ILL	9	4' LED Tube - 2
94	Huckabay School	K-12		Closet	Electrical / Mechanical Closets	2	F44ILL	2	4' LED Tube - 2 HO
95	Huckabay School	K-12		IT Closet	Electrical / Mechanical Closets	3	F44ILL	3	4' LED Tube - 2 HO
96	Huckabay School	K-12		Office	HS - General Work Area	2	F43ILL	2	4' LED Tube - 2
97	Huckabay School	K-12		A/V Room	HS - General Work Area	2	F44ILL	2	4' LED Tube - 2 HO
98	Huckabay School	K-12		Band Hall	HS - Classroom	28	F82SHS	28	4' LED Tube - 4 HO 8' CK
99	Huckabay School	K-12		Closet	Electrical / Mechanical Closets	1	I60/1	1	ALED11
100	Huckabay School	K-12		Computer Lab	HS - Classroom	6	F42ILL	6	4' LED Tube - 2
101	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	4	F43ILL	4	4' LED Tube - 2
102	Huckabay School	K-12		Corridor	HS - Common Area and Restrooms	3	F43ILL	3	4' LED Tube - 2

Campus / Building			Room/Office/Area Information			Existing Lighting System		Proposed Lighting System	
Line #	Campus	Building	Map ID	Description	Usage Type	EXT Qty	Existing Fixture Type	PRO Qty	Proposed Fixture Type
103	Huckabay School	K-12		Custodial 306	Janitors Closet	1	F42ILL	1	4' LED Tube - 2
104	Huckabay School	K-12		Classroom 303	HS - Classroom	10	F43ILL	10	4' LED Tube - 2
105	Huckabay School	K-12		Classroom 303	HS - Classroom	1	F43ILL	1	4' LED Tube - 2
106	Huckabay School	K-12		IT Closet	Electrical / Mechanical Closets	1	F42ILL	1	4' LED Tube - 2
107	Huckabay School	K-12		Science 302	HS - Classroom	16	F43ILL	16	4' LED Tube - 2
108	Huckabay School	K-12		Science 302	HS - Classroom	2	F43ILL	2	4' LED Tube - 2
109	Huckabay School	K-12		Boy's RR	HS - Common Area and Restrooms	2	F42ILL	2	4' LED Tube - 2
110	Huckabay School	K-12		Boy's RR	HS - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
111	Huckabay School	K-12		Girl's RR	HS - Common Area and Restrooms	2	F42ILL	2	4' LED Tube - 2
112	Huckabay School	K-12		Girl's RR	HS - Common Area and Restrooms	1	F42ILL	1	4' LED Tube - 2
113	Huckabay School	K-12		CR 301	HS - Classroom	8	F43ILL	8	4' LED Tube - 2
114	Huckabay School	K-12		CR 301	HS - Classroom	1	F43ILL	1	4' LED Tube - 2
115	Huckabay School	K-12		CR 300	HS - Classroom	8	F43ILL	8	4' LED Tube - 2
116	Huckabay School	K-12		CR 300	HS - Classroom	1	F43ILL	1	4' LED Tube - 2
117	Huckabay School	K-12		Wallpaks	Exterior Lighting	4	MH70/1	4	NFWPLED40