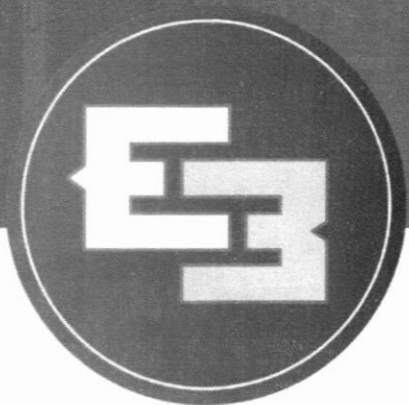


WE FOCUS OUR ENERGY
ON SAVING YOURS.

Hopkins County

LED Lighting Facility
Retrofit Assessment

August 2022



Dallas/Fort Worth

Austin

Houston

San Antonio



Scope :

1. LED Lighting Retrofit for the Jail, Adult Probation, and Civic Center with 15-year warranty on all TLED lamps
2. 85% of fixtures we are retrofitting are TLED lamps
3. Excludes all existing LED lamps/fixtures
4. Not in scope: LED wall-packs at the jail that the county has already purchased to replace the existing exterior fixtures.

Option 1: Base Project

Price: \$306,939 (plus \$3,000 for engineering)

- Estimated yearly energy saving: \$26,849
- Estimated yearly operations & maintenance savings: \$5,785
- Simple Payback: 9.5 Years
- Payback including interest paid: 11 years
- Total Net Savings over 15 years: \$130,503

Option 2: Wall Vacancy Sensors Replacement + Base Project

Price: \$316,446 (plus \$3,000 for engineering)

Additional Scope: Replace 42 existing wall vacancy sensors (25-50% of current sensors have failed)

- With these sensors the lights will turn off after set period of inactivity and the button on the wall switch must be pushed to turn them back on
- All existing ceiling sensors are excluded and will remain (~8 Total)
 - Most of these are in the mezzanine and having these sensors is a safety issue for any maintenance personnel due to the numerous trip hazards in this area (~5 Total)
 - The other sensors in the occupied space are still operational (3 Total)
- Estimated yearly energy saving: \$26,849
- Estimated yearly operations & maintenance savings: \$5,785
- Simple Payback: 9.8 Years
- Payback including interest paid: 11.3 years
- Total Net Savings over 15 years: \$119,491

Next Steps:

1. Execute Professional Services agreement for engineering
2. Need additional 10 months of bills
3. Submit SECO application before August 31st



Professional Services Agreement

This Agreement is entered into as of this ____ day of _____, 2022 between **E3 Entegral Solutions, Inc., a Texas Corporation (E3)** with principal offices at 2040 Highland Village Rd, Suite 100, Highland Village, Texas 75077, and **Hopkins County (Client)** with principal offices at 118 Church St, Sulphur Springs, Texas 75482. E3 agrees to perform certain utility analysis, project development, and preliminary engineering tasks in order to provide Client with an executable Design/Build (DB) agreement with a turn-key price according to the terms and conditions herein. This Professional Services Agreement is limited to the following Client facilities:

Facility:

Hopkins County Jail

Hopkins County Civic Center

Adult Probation Office

Scope of Services:

E3 has completed a preliminary facility study for Client and has worked with Client to select a scope of work appropriate for inclusion in an executable DB agreement. That scope of work must be developed and engineered to a level sufficient for E3 to provide pricing.

The scope of work selected for development is as follows:

1. LED Lighting retrofits for the above facilities

E3 will fully develop the scope of work through preliminary engineering documents in order to provide an executable DB agreement that shall include the following:

- a. Detailed Scope of Work
- b. Price
- c. Estimated Energy Savings
- d. Documentation necessary for SECO funding

“Walk-Away Fee”:

E3 proposes to perform the scope of services with limited risk for Client. In the event that E3 completes the project development and Client opts not to proceed with a DB Agreement, Client will owe no more than the “walk-away” fee of **\$3,000, for professional services rendered.**

Terms:

E3 will invoice Client upon completion of the deliverables, due and payable Net 45 to E3. Should Client execute a DB agreement with E3 within 45 days of completion of the deliverables, E3 will roll the full cost of this Professional Services Agreement into the cost of the DB agreement.




Execution:

E3 Entegral Solutions, Inc., a Texas Corporation

By: _____
Name: Doug Kirkley
Title: Vice – President
Date: _____

Client:

By: 
Name: Robert Newsom
Title: Hopkins County Judge
Date: 8-15-2022



October 7, 2022

Proposal Number: HOPCY-L-01

Judge Robert Newsom
Hopkins County Judge
Hopkins County
P.O. Box 288
Sulphur Springs, Texas 75483-0288

Subject: Lighting Systems Proposal
LED Lighting Retrofit - Jail, Civic Center, & Adult Probations

Dear Judge Newsom ,

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 retrofit at Hopkins County.

Scope of Work

E3 will perform a turn-key installation at Hopkins County. The scope of work includes all material, labor, and handling of said equipment. E3 will perform the following scope of work:

-Retrofit one thousand six hundred seventy four (1674) existing lighting fixtures to LED

TIPS Pricing

RS Means Pricing

Category

RS Means Based Pricing (Modified by City Cost Index)		\$	281,589
E3 Bid Coefficient (Max Coefficient 1.0)	100.0%	\$	-
Subtotal RS Means Pricing		\$	281,589

TIPS Contract Factors

Category

Time of Performance - After Hours Work (Max Coefficient 1.45)	106.6%	\$	18,658
Subtotal Non Pre-Pricing		\$	18,658

General Conditions

Category

Bonding		\$	6,692
Permitting Fees		\$	-
Subtotal General Conditions		\$	6,692

Grand Total		\$	306,939
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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
- 10. Excludes replacement of lenses, unless specifically stated
- 11. Excludes replacement of fixtures, unless specifically stated

Warranty

All materials provided by E3 will be warranted through the Original Manufacturer's warranty, specifically 4-foot linear lamps carry a 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 after the date this proposal is executed, and will successfully achieve substantial completion of the Project within one hundred and eighty (180) 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: Jason Brinkley at jbrinkley@e3es.com, or fax to 972-325-1920.

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

Regards,

Hopkins County:

 Signature
 Klip Weaver

 Name
 President

 Title

 Date

 Signature
 Robert Newson

 Name
 Hopkins County Judge

 Title
 11-7-2022

 Date

Contract Amount: \$306,939

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 E3 personnel, (2) payments made to subcontractors, (3) costs of materials, supplies 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 trade. This Proposal will be governed by the laws of the State of Texas.