



Summus Industries

Summus Industries, Inc.
77 Sugar Creek Center Blvd., Suite 420
Sugar Land, TX 77478
United States

Quote

Date	11/14/2025
Quote #	10210189969152064
Contract #	DIR-CPO-5033
Vendor ID #	1760533392500
Terms	Net 30
Expires	12/14/2025

Customer & Bill To Address:

Accounts Payable
City fo Mesquite
PO Box 850137
Mesquite TX 75185
United States

Line	Description	Quantity	Rate	Amount
1	Electrical UPS Services	1	24,109.42	24,109.42

Total \$24,109.42

4/29/25

Kristin Straughan
Tech Plan
717 Taylor
Plano, TX, 75074

**Subject: Mesquite UPS Replacement
Proposal Qo3789**

We are pleased to offer the following proposal on the above referenced project. Our proposal includes labor and materials necessary for the following scope of work:

A. SCOPE OF WORK A

1. Disconnect existing 50kva UPS with 3-battery cabinets and make ready for removal from property.
2. Receive and set new owner furnished 50KVA UPS.
 - Connect new UPS by reworking existing input and output feeders.
 - We anticipate UPS replacement to take up to 08 hours including testing when load can be moved to a new UPS source.

B. CLARIFICATIONS

1. All non-invasive tasks to be performed during working hours (7:00am - 3:30pm / Monday - Friday) PREP WORK
2. All tasks requiring interruption of normal facility operations to be performed after hours but not on a holiday /Breaker install and connection to panels
1. We have included copper THHN conductors in EMT conduit in exposed areas
2. Demolition includes disconnecting and making safe for removal by others

C. EXCLUSIONS

1. CESG, LLC excludes any consequential damages, loss of use, loss of revenue, and any third-party consequential damages limited to coverage's provided by Subcontractor's General Liability insurance coverage associated with this work performed against this proposal
2. Payment and performance bond
3. Warranty of existing electrical work
4. Warranty of owner furnished equipment
5. Liability for work performed by others

6. Liability for product damage caused by others
7. Business interruptions or losses resultant therefrom
8. Liquidated damages
9. Expedited shipping costs
10. Job site inaccessibility or delays caused by others
11. Delays due to "acts of nature"
12. Energy code compliance of existing electrical
13. Code compliance of existing electrical conditions
14. Utility company coordination or charges
15. Permit and inspection fees
16. Electrical engineering and/or fees
17. Arc flash study or labeling
18. Third party commissioning or reporting
19. Demolition, removal or recycling costs
20. Packaging or shipping of removed or demolished equipment
21. Hoisting, lifting or rigging of equipment by others
22. Additional panels or gear
23. Sub metering (permanent or temporary)
24. Lightning protection system
25. Energized or Hot Work
26. Motor starters, electrical gear or motor control centers for equipment furnished by others
27. HVAC equipment raceway or wiring
28. Systems by others raceway, cable tray, boxes, manholes, supports or wiring
29. Existing systems cabling removal or recycling
30. Cutting or patching of sheetrock, plaster, etc.
31. Rework of ceiling grid, tile or sheetrock
32. Painting or priming of any kind
33. Cutting or patching of concrete, masonry, brick, etc.
34. Placing or forming of concrete (housekeeping pads, curbs, pole bases pads, hand holes)
35. Equipment by others, stands or supports

We appreciate the opportunity to submit this proposal. If you have any questions please feel free to contact us at 469-368-7100.
Respectfully,

Adam Burt
Service Manager
CESG, LLC
469-368-7118 Direct
aburt@cesg.com

Please provide resale certificate or exemption certificate to avoid additional 8 1/4 % sales taxes to prices as stated above in the State of Texas.

This proposal may contain information that has been engineered by CESG, LLC and is considered privileged, confidential, and/or exempt from disclosure under applicable law. The receiver(s) of this proposal are notified by this

statement that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. CESG, LLC and its subsidiaries and affiliates, as applicable, are exempt for any loss or damage arising in any way from the unauthorized use of any associated drawings with this proposal and /or scope as described within this proposal. Any drawings associated with this proposal are considered CESG, LLC property and are for CESG, LLC use only and are not to be transmitted to, or used by others.

All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, as well as any other dispute between CESG and Client, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (in Dallas, Texas) then in effect, unless the parties mutually agree otherwise. Notice of the demand for arbitration of any dispute shall be filed in writing with the other party and such demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event shall demand be made by institution of legal or equitable proceedings which would be barred by the applicable statute of limitations. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law, and any award rendered by the arbitrator shall be final and judgment may be entered upon and in accordance with applicable law in any court having jurisdiction thereof. CESG and the Client agree to include a similar arbitration provision in their agreements with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for arbitration as the primary method for dispute resolution between all parties.

IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND CESG, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES THAT, TO THE FULLEST EXTENT OF THE LAW, CESG'S TOTAL LIABILITY TO THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, CLAIM EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERTWITNESS FEES AND COSTS ARISING OUT OF THE THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE COVERAGES PROVIDED BY CESG's GENERAL LIABILITY INSURANCE COVERAGE ASSOCIATED WITH THE WORK ASSOCIATED WITH THIS PROPOSAL. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, CESG'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, AND BREACH OF CONTRACT OR WARRANTY.

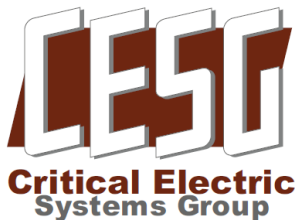
The Client and CESG agree that neither the Client nor CESG nor the respective directors, officers, partners or employees shall in any event be liable under this agreement to the other for consequential damages arising out of the or relating to this agreement, all such claims being hereby expressly waived. This waiver includes, without limitation damages incurred by the Client or CESG for principal office expenses, finance expenses, lost business opportunity, loss of use, and loss of business reputation. This waiver of consequential damages shall apply to all such damages regardless of cause, including but not limited to, breach of contract, delay, tort (including sole or concurrent negligence) strict liability, or otherwise.

CESG agrees to add client as addressed in this proposal as an additional insured entity to CESG's general liability insurance policy and associated standard insurance coverage as required. This proposal is to be approved and executed by authorized personnel for this to be recognized by CESG and insurance carrier.

All documents produced by CESG under this agreement shall remain the property of CESG and may not be used by the Client for any other endeavor without the prior written consent of CESG.

Payment:

- Invoices will be submitted at the completion of the work or in monthly installments as agreed upon with client.
- Invoices not paid within 30 days of the date rendered may be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due.
- Invoices not paid within 60 days may result in CESG stopping work until such invoices rendered are paid in full. In the event this Agreement is placed in the hands of an attorney, the Client agrees to be liable for all expenses incurred by CESG in the enforcement thereof, including but not limited



to the collection of any unpaid invoices, actual attorneys' fees and collection cost incurred by both CESG and its agents.

If CESG has stopped work because outstanding invoices have not been paid in full, CESG shall be indemnified and held harmless by the Client any delay in design or construction of the Project.

As a due course and process to protect our rights to lien for delinquent payments, we may at our discretion, file affidavits for mechanics and material man's lien to Owners as scheduled by the Texas Property Code §53.052 or as required in other states.

This Agreement may be terminated by CESG or Client for any reason by giving seven (7) days written notice, delivered to the other party by certified mail, return receipt requested, at the addresses shown herein. In the event of termination by either party, or in the event the Project is abandoned or work is otherwise stopped, the Client shall pay CESG, in accordance with the Payment sub-paragraph noted above for all services rendered through the date of termination, all reimbursable expenses incurred, additional service fees, and costs incurred by reason of such termination, along with reasonable overhead and profit.

In the event the above referenced project requires "Energized Work" as described by NFPA 70E CESG reserves the right to deem the work unsafe or not advised per current NFPA 70E standards. CESG maintains a "No Hot Work" policy as a standard. In the event energized work is required CESG will first authorize activity and determine if it's within parameters of trained personnel and NFPA 70E. Only CESG safety manager and upper management personnel can approve energized work. In addition, the undersigned unconditionally indemnifies and holds harmless Critical Electric Systems Group .LLC from and against all claims, damages, losses, liabilities, and expenses arising out of or resulting from the performance of this work including losses caused by an unscheduled loss of electrical power.

This quote is valid for a period of sixty (60) days.

Authorized Signature

Contract / P.O. Number

Title

Date