



# MARBLE FALLS

Independent School District

**Meeting Date:**

**Meeting Type:**

**LOVE & INSPIRE**

Marble Falls ISD has an unyielding commitment to love every  
child and inspire them to achieve their fullest potential.



January 12, 2026

Proposal Number: MARBL-D-06

Mr. Mackie Price  
Bond Director  
Marble Falls ISD  
1800 Colt Circle  
Marble Falls, TX 78654

**Subject:** Construction Services Proposal  
Solar Array Installation

Dear Mr. Price,

E3 Entegral Solutions, Inc. (E3) is pleased to provide you with this proposal and agreement for construction services through TIPS Trades, Labor, and Materials (JOC) Contract #210205. 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 a Solar Array Installation at Marble Falls ISD.

#### Scope of Work

E3 will perform a turn-key installation at Marble Falls ISD. The scope of work includes all material, labor, and handling of said equipment. The scope also includes commissioning of installed equipment. E3 will provide and install a 565 KW (DC rating) solar array at Marble Falls High School at the agreed roof locations.

#### TIPS Pricing

##### RS Means Pricing

###### Category

RS Means Based Pricing (Modified by City Cost Index)	\$	1,422,245
E3 Bid Coefficient (Max Coefficient 1.0)	100.0%	\$ -
<b>Subtotal RS Means Pricing</b>		<b>\$ 1,422,245</b>

##### TIPS Contract Factors

###### Category

Time of Performance - After Hours Work (Max Coefficient 1.45)	129.5%	\$ 419,379
<b>Subtotal Time of Performance</b>		<b>\$ 419,379</b>

##### General Conditions

###### Category

Bonding	\$	31,867
Permitting Fees	\$	-
<b>Subtotal General Conditions</b>		<b>\$ 31,867</b>

<b>Grand Total</b>		<b>\$ 1,873,491</b>
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Owner's Contingency (Not included in price above) \$75,000



All modifications and installation will meet all applicable local, state, and federal building codes.

## Exclusions/Clarifications

1. Expediting and special handling charges
2. Costs incurred due to unforeseen conditions
3. Structural or electrical upgrades unless specifically stated
4. Existing code violations
5. Excludes hazardous material removal or abatement, unless specifically stated
6. Anything not specifically mentioned above
7. Work is limited to solar PV equipment specifically shown and listed in the approved design  
Any additional solar panels, inverters, batteries, or equipment not identified in the design are excluded
8. Client is responsible for all roof replacement or roof repair prior to installation  
Contractor shall not be responsible for existing roofing deficiencies, leaks, or conditions discovered during installation
9. Client is responsible for removal of any obstructions impeding the mounting or installation of solar array
10. Tree trimming, landscaping work, or removal of site obstructions is excluded unless specifically included in the scope

## Warranty

All materials provided by E3 will be warranted through the Original Manufacturer's warranty, specifically 12 years on modules and inverters, 25 years on module performance and optimizers. All workmanship performed by E3 and its subcontractors 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 two hundred eighty five (285) 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 for an amount to include work completed to date, bonds, insurance and mobilization.
2. Progress invoices will be submitted on a monthly basis for materials onsite and/or work complete through the end of month.
3. Payments due Net 30.
4. E3 may assess a late fee of 1% per month 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: Vince Zubicek at [vzubicek@e3es.com](mailto:vzubicek@e3es.com), or fax to 972-325-1920.

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

Regards,

### **Accepted by Marble Falls ISD:**

**Signature**  
Josh Combs  
**Name**  
President  
**Title**  
  
**Date**

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**Signature**

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**Name**

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**Title**

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**Date**

**Contract Amount:** \$1,873,491

**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. 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.
10. 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.
11. 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.
12. Other Provisions. None Included
13. 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.