



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.



June 6, 2025

Mackie Price, Bond Director
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654

RE: Proposal for Solar Projects

Dear Mr. Price,

E3 Entegral Solutions, Inc. proposes to provide professional engineering services to **Marble Falls ISD** for the project referenced above at the following Facilities:

FACILITIES LIST

- Facilities to be determined at the direction of Marble Falls ISD

The following tasks will be performed at the above facilities in accordance with the project:

SCOPE OF SERVICES

Task 1	Mechanical, Structural, and Electrical engineering services associated with solar photovoltaic installations
Task 2	Provide a turn-key installation cost proposal and implementation contract

EXCLUDED SERVICES

- 1) Design of any systems or building components other than Mechanical and Electrical engineering services associated with solar photovoltaic installations, except where those systems or building components are connected to or impacted by the scope of services.
- 2) Directly submitting plans for approval to the local Authority Having Jurisdiction (AHJ). E3 will work with the Client and Mechanical/Electrical Contractor to resolve problems or comments from the AHJ.
- 3) Installation, labor, or materials will be addressed in a separate contract.



REQUESTED INFORMATION

- 1) Existing drawings of the building areas to be redesigned and any systems serving it including schedules related to existing components.
- 2) Special equipment or space usage requirements.
- 3) Client's standards and requirements related to all systems to be designed by E3, if they exist.
- 4) Architectural floor plans, site plans, and other CAD files and drawings pertinent to our scope of work.

COMPENSATION

The fee for the above outlined Scope of Services shall be based on a lump sum fee of **Fifty-One Thousand and no/100 Dollars (\$51,000.00)**

The client will be invoiced at the following milestones:

- Completion of Design Development\$42,500
- Project Substantial Completion\$8,500

ADDITIONAL SERVICES

Services agreed to by the Client and E3 in addition to the above Scope of Services shall be billed per a subsequent Scope of Services proposal or at our hourly rates included as Exhibit A of this proposal.

AGREEMENT

I hereby accept this proposal and enter into an agreement with *E3 Integral Solutions Inc.* for the Proposed Engineering Scope of Services including the attached:

- Terms and Conditions
- Exhibit A - Current Fee Schedule

Thank you for the opportunity to earn your business.

Best Regards,

Accepted By:

Klip Weaver
President
E3 Integral Solutions Inc.

Marble Falls ISD

Date: _____

Date: _____

TERMS AND CONDITIONS

This **AGREEMENT** is between Marble Falls Independent School District ("Client") and E3 Entegral Solutions, Inc., (E3), a Texas Corporation ("Consultant") for Services to be provided for the project ("Project"), as described in the above titled Proposal for Solar Projects ("Proposal").

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant shall provide to Client a written statement setting forth proposed fee adjustments prior to performing any Services related thereto.
4. **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under a project Proposal after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in that Proposal and subsequent Proposals shall be reflected in an appropriate proposal amendment.
5. **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provisions, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
6. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal. If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client monthly and payment is due in 30 days of receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice and shall pay the undisputed portion. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees.
7. **Independent Contractor.** It is understood that the relationship of Consultant and Client shall be that of an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.
8. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
9. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IN RELATION TO THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT THAT IS EQUAL TO THE GREATER OF: (A) \$100,000 OR THE FEE. HOWEVER, THE PRECEDING LIMITATION SHALL NOT APPLY TO, AND NO CREDIT SHALL BE ISSUED AGAINST SUCH LIABILITY LIMITATION FOR: (I) CONSULTANT'S INDEMNITY OBLIGATIONS SET FORTH HEREIN AS IT RELATES TO CLAIMS BY THIRD PARTIES FOR BODILY INJURY, PROPERTY DAMAGE, OR OTHERWISE; AND/OR (II) CLAIMS WHICH ARISE OR RESULT FROM FRAUDULENT OR UNLAWFUL ACTS, OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT OR ITS SUBCONTRACTORS.**
10. **Indemnity/Statute of Limitations.** Consultant and Client shall defend, indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles.
11. **Standard of Care.** Consultant certifies that all Services will be performed by a registered professional architect or engineer licensed to practice in the State of Texas. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



TERMS AND CONDITIONS

12. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
13. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law. The venue of any action under the Agreement shall be exclusively in Denton County, Texas.
14. **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to nonbinding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising of the Consultant's Services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings. Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all of those agreements. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Denton County, TX, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
15. **Tax Qualifications.** If Client's program requirement includes financial incentives such as qualifying for energy related tax credits, deductions, incentives, etc., Client recognizes that qualifying for such financial incentives is subject to certification or decisions by third parties over whom Consultant has no control. Therefore, the parties agree Consultant shall use reasonable skill and care in the performance of its services to achieve such goals, but makes no warranty or guarantee regarding qualification.
16. **Ownership of Documents.** As to work product, such as reports, logs, data, notes, or calculations, prepared by Consultant and deemed subject to any form of Intellectual Property Rights, Consultant hereby grants and will cause to be granted and delivered to the Client from Subcontractors a paid-up, nonexclusive, world-wide, irrevocable, transferable license, for the term of the Intellectual Property Rights, for the Client to use, reproduce and have reproduced, and for the Client to allow others to use, reproduce and have reproduced, such work product subject to the restrictions set forth below: (i) all Intellectual Property Rights in or relating to any of the work product shall remain the property of Consultant or the appropriate Subcontractor, whether or not the Project is completed; and the Client shall not, without the prior written consent of Consultant, use such work product, in whole or in part, for the construction of any other project. The Client may, however, at no cost to the Client, use such work product (y) for completion of the Project and the Services by others upon termination of this Agreement or termination of Consultant's right to perform all or any portion of the Services, and (z) for the construction, operation, maintenance and repair of (and for additions, improvements, changes or alterations to) the Project after its completion. For three (3) years after Consultant receives its final payment in connection with the Services, Consultant and its Subcontractors shall maintain and allow the Client to inspect and copy records on the Services showing utilization of Subcontractors, work performed, and data and information necessary to support all energy savings calculations, and thereafter shall offer the such information to the Client in writing, in order for the Client to comply with its applicable records retention requirements.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
18. **Delays.** Consultant is not responsible for delays caused by factors beyond Consultant's reasonable control, including but not limited to delays by strikes, lockouts, work slowdowns or stoppages, accidents, global pandemics, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Consultant's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Consultant's reasonable control occur, the Client agrees the Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Consultant is delayed by the Client and such delay exceeds thirty (30) days, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.
19. **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Consultant's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Consultant or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Consultant's Services, Consultant may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.
20. **Termination.** Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination.



TERMS AND CONDITIONS

21. **Confidentiality.** If Client or Consultant receives information specifically designated by the other party as confidential, the receiving party shall keep such information confidential and shall not disclose it to any person, except to those who need to know such information for the Project. This shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Client or Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for the Client or Consultant to defend itself from any suit or claim.
22. **Felony Conviction Notice.** Pursuant to Texas Education Code Section 44.034, Consultant must give advance written notice to the Client if an owner or operator of Consultant has been convicted of a felony. Consultant represents and warrants that no owner, operator, shareholder, officer or director of Consultant has been convicted of a felony. Should it become known to Consultant that any owner, operator, shareholder, officer or director is convicted of a felony while this Agreement is in effect, Consultant will notify the Client of such conviction.
23. **Criminal History Record Checks.** E3 assures that all employees and subcontractors of the provider who are likely to or will have contact with students will submit to criminal background check requirements using the Local Education Entity (LEE) Fast Pass option or other platform issued by and conducted via the Client. If the Client objects to the assignment of any employee or subcontractor on the basis of the criminal history record information the Client obtains, E3 agrees to immediately discontinue using such employee or subcontractor when notified by the Client.
24. **Equal Opportunity Employment.** Consultant and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin.
25. **Child Support.** Pursuant to Section 231.006 of the Texas Family Code, the undersigned certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment(s) and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.



EXHIBIT A – CURRENT FEE SCHEDULE

Additional Services Hourly Fee Schedule	
Director / Principal	\$230 / hour
Project Manager	\$200 / hour
Professional Engineer	\$200 / hour
Graduate Engineer	\$155 / hour
Energy Manager	\$135 / hour
Construction Administrator	\$125 / hour
CADD Operator	\$80 / hour
Administrative	\$60 / hour

Reimbursable Expenses
Reimbursable expenses for authorized additional services will be invoiced at 1.20 times the net cost to E3. Reimbursable expenses include: <ul style="list-style-type: none">- Travel expenses including mileage at current IRS Standard Mileage Rate- Reprographic and photographic services- Delivery service charges- Authorized sub-consultant fees

