

BOARD OF TRUSTEES AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
-----------------------------------	---	----------------------------------

- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOLS

Briefly describe the action required

CONSIDER AND TAKE POSSIBLE ACTION ON THE REQUEST TO APPROVE A PROJECT DEVELOPMENT AGREEMENT WITH E3 ENTEGRAL SOLUTIONS, A PARTNER OF TASB, AND THE BOARD DELEGATES THE SUPERINTENDENT OR DESIGNEE THE AUTHORITY TO NEGOTIATE AND EXECUTE THE AGREEMENT.

- (C) **Funding source: Identify the source of funds if any are required.**

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**



Project Development Agreement

Energy Efficiency and Conservation Project Development

This Agreement is entered into as of this 14th day of August, 2018 between **E3 Entegral Solutions Inc.**, with principal offices at 2040 Highland Village Road, Suite 100, Highland Village, TX 75077, and **Eagle Pass Independent School District** (Client) with principle offices at 1420 Eidson Road, Eagle Pass, Texas 78852, whereby E3 Entegral Solutions agrees to perform certain utility analysis, project development, and preliminary engineering tasks in order to provide Client with an executable Performance Contract construction agreement with a guaranteed lump sum price according to the terms and conditions herein. This Project Development Agreement is to include all of the Client's facilities listed below:

Campus	Area
Eagle Pass High School	231,665
CC Winn High School	226,654
Darr Elementary	64,506
Total	522,825

Scope of Services:

That scope of work must be developed and engineered to a level sufficient for E3 Entegral Solutions to provide a guaranteed lump sum price and savings estimates within an acceptable range.

The scope of work desired and selected for development is as follows:

1. Lighting Retrofit
2. HVAC Replacements
3. Energy Management System Implementation or Replacements
4. Retro-Commissioning of Existing Buildings
5. Water Conservation Measures

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

- a. Guaranteed Lump Sum Pricing
- b. Guaranteed Savings Proposal with M&V Plan
- c. Performance Management Plan
- d. Funding options and recommendations
- e. Utility Rate Analysis

Client _____
Entegral _____

Proprietary & Confidential



Compensation:

E3 Entegral Solutions proposes to perform the scope of services for a lump sum price, not to exceed **\$36,597.00 (Thirty Six Thousand Five Hundred Ninety Seven Dollars)** which is Eagle Pass ISD's square footage listed above of 522,825 x \$0.07 a square foot.

If E3 Entegral Solutions cannot provide Eagle Pass ISD a self-funding project, there is not a cost to Eagle Pass ISD for this Project Development Agreement. For the purpose of this audit agreement, a self-funding project is defined as a project that estimates annual energy savings equal to or exceeding the annual costs of the project over a fifteen (15) year period.

Terms:

E3 Entegral Solutions will invoice Client upon completion of the deliverables, due Net 45. Should Client execute a Performance Contract agreement with E3 Entegral Solutions within 45 days of completion of the deliverables, E3 Entegral Solutions will roll the actual cost of this Project Development Agreement into the cost of the Performance Contract agreement.

Execution:

E3 Entegral Solutions:

By: _____
Name: Klip Weaver
Title: President
E3 Entegral Solutions Inc.
Date: _____

Client:

By: _____
Name: Gilberto Gonzalez.
Title: Superintendent of Schools
Eagle Pass ISD
Date: _____



Project Development Agreement

Energy Efficiency and Conservation Project Development

This Agreement is entered into as of this 14th day of August, 2018 between E3 Entegral Solutions Inc., with principal offices at 2040 Highland Village Road, Suite 100, Highland Village, TX 75077, and Eagle Pass Independent School District (Client) with principle offices at 1420 Eidson Road, Eagle Pass, Texas 78852, whereby E3 Entegral Solutions agrees to perform certain utility analysis, project development, and preliminary engineering tasks in order to provide Client with an executable Performance Contract construction agreement with a guaranteed lump sum price according to the terms and conditions herein. This Project Development Agreement is to include all of the Client's facilities listed below:

Campus	Area
Eagle Pass High School	231,665
CC Winn High School	226,654
Eagle Pass Junior High	136,249
Memorial Junior High	185,044
Darr Elementary	64,506
Graves Elementary	46,872
Glass Elementary	46,169
Lee Elementary	44,925
San Luis Elementary	52,224
Kirchner Elementary	18,382
Rosita Valley Elementary	60,208
Benavides Heights Elementary	36,309
Seco Mines Elementary	38,582
Sam Houston Elementary	47,808
Pete Gallego Elementary	48,840
Henry B. Gonzalez Elementary	47,808
Liberty Elementary	60,702
Armando Cerna Elementary	59,613
Perfecto Mancha Elementary	59,613
Day Care Center	5,872
Language Development Center	38,602
Early Childhood Center	6,732
Rosita Valley Literacy Academy	41,555
Kennedy Hall	16,040
DAEP/De Luna Technology Center	20,825
Auditorium/Athletic Arena	74,645
Total	1,716,444



Scope of Services:

That scope of work must be developed and engineered to a level sufficient for E3 Entegral Solutions to provide a guaranteed lump sum price and savings estimates within an acceptable range.

The scope of work desired and selected for development is as follows:

1. Lighting Retrofit
2. HVAC Replacements
3. Energy Management System Implementation or Replacements
4. Retro-Commissioning of Existing Buildings
5. Water Conservation Measures

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

- a. Guaranteed Lump Sum Pricing
- b. Guaranteed Savings Proposal with M&V Plan
- c. Performance Management Plan
- d. Funding options and recommendations
- e. Utility Rate Analysis

Compensation:

E3 Entegral Solutions proposes to perform the scope of services for a lump sum price, not to exceed **\$120,151.00 (One Hundred Twenty Thousand One Hundred Fifty One Dollars)** which is Eagle Pass ISD's square footage listed above of **1,716,444** x **\$0.07** a square foot.

If E3 Entegral Solutions cannot provide Eagle Pass ISD a self-funding project, there is not a cost to Eagle Pass ISD for this Project Development Agreement. For the purpose of this audit agreement, a self-funding project is defined as a project that estimates annual energy savings equal to or exceeding the annual costs of the project over a fifteen (15) year period.

Terms:

E3 Entegral Solutions will invoice Client upon completion of the deliverables, due Net 45. Should Client execute a Performance Contract agreement with E3 Entegral Solutions within 45 days of completion of the deliverables, E3 Entegral Solutions will roll the actual cost of this Project Development Agreement into the cost of the Performance Contract agreement.



Execution:

E3 Entegral Solutions:

By: _____
Name: Klip Weaver
Title: President
E3 Entegral Solutions Inc.
Date: _____

Client:

By: _____
Name: Gilberto Gonzalez.
Title: Superintendent of Schools
Eagle Pass ISD
Date: _____