

ABM Building Solutions, LLC**Master Development Agreement****MASTER DEVELOPMENT AGREEMENT
BETWEEN**

**Pacific Grove Unified School District
435 Hillcrest Avenue,
Pacific Grove, CA, 93950**

AND

**ABM Building Solutions, LLC
6200 Goodyear Rd,
Benicia, CA, 94510**

The purpose of this Master Development Agreement (MDA) is to confirm the intent of ABM Building Solutions, LLC (ABM) and Pacific Grove Unified School District hereinafter referred to as (Client), together referred to as the "Parties", to develop a Guaranteed Energy Savings Agreement for the locations and facilities outlined in Appendix A. This agreement will provide the basis of the scope of the MDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

WITNESSETH:

WHEREAS, the District is authorized to expedite the acquisition, including installation and financing, of energy conservation measures at District facilities in reliance on a report or assessment demonstrating that the cost of the energy conservation measures, including costs of design, construction, and operations of the facility(ies) are projected to be repaid from revenues resulting from savings on current expenses; and

WHEREAS ABM represents that it is an energy services company with the technical and management capabilities and experience to perform energy conservation feasibility analysis or audit ("Assessment") and identify and implement energy retrofits and energy conservation measures ("ECMs") in accordance with California Title I [100 - 7931.000] (Title 1 enacted by Stats. 1943, Ch. 134.) Chapter 32 Energy Conservation Contracts [4217.10 - 4217.18] (Chapter 3.2 added by Stats. 1983, Ch. 868, Sec. 1.); and

WHEREAS, ABM will evaluate, and with Client's approval, implement, economically feasible measures to improve the Client's infrastructures; and

NOW, THEREFORE, for the mutual promises contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ABM agrees to undertake a detailed development of the following Scope of Work. Upon reliance of the detailed development, Client shall consider approval of a Project Agreement with ABM to install the Improvement Measures.

1. Scope of Work

It is the Parties' mutual understanding that as part of this MDA, ABM and Client agree to the following:

Develop a project which will fund the Measures utilizing utility, operational, maintenance, capital cost avoidance savings and any other available funding sources, including local capital contributions and grants/ foundation resources, over a maximum period of 20 years.

Develop Measures which will lower the Clients operating costs and/or improve facility operating & environmental conditions.

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Allowable project savings and funding sources include, but are not limited to:

- Electrical consumption (kwh), Electrical Demand (kW, on- and off-peak), Potable water consumption (kgal), Sewer consumption (kgal), Reclaimed usage (kgal), Natural gas consumption (Therms), Steam (MMBtu), and Chilled Water (ton-hours)
- Utility marketing, distribution, and/or delivery costs
- Existing services contract cost savings throughout the project term or other cost savings attributable to the Client's behavioral modifications, facility operating schedule or efficiency plan
- Deferral of service contract costs
- Escalation rates for utilities, commodities, labor, maintenance, and material shall be the greater of 3% annually, actual calculated escalation or the Consumer Price Index (CPI)
- Utility rate structure adjustments (rate category changes)
- Deferred maintenance reduction and/or emergency repair costs
- Capital Improvement Budget funds; Capital contribution, adjustment, or re-allocation funds; and/or offset of future Client costs
- Applicable Bond or Tax Referendum proceeds
- Utility Provider and/or State or Federal rebates or grants
- Enhanced and/or additional financial benefits created as a result of the installation of the Measures

The Detailed Development included in this scope of work will result in the delivery of a written final business case, in the form of a Project Agreement, based on a fixed-firm price to install selected Measures and the realization of guaranteed savings for an agreed-to term ("Detailed Development Summary").

Additional Measures can be included in the scope of work of this MDA through mutual written agreement of ABM and Client. Compensation to ABM for the additional Measures' development costs incurred because of scope of work additions as described above shall be negotiated in accordance with the terms, conditions and unit pricing set forth in Section 4.

The end work product will be a specific list of Measures with the following corresponding information:

- i) Final savings calculations for energy, operational, and other savings and a defined measurement and verification plan for each Measure.
- ii) Final Project savings and cost included in the Implementation Contract on a firm-fixed price basis.
- iii) Draft version of the Implementation Contract for negotiation of final terms and conditions with Client.

ABM shall commence Work upon approval of this Agreement.

2. Records and Data

During the Development Phase, the Client will furnish to ABM upon its request, accurate and complete data concerning current costs, budgets, facilities requirements, future projected loads, facility operating requirements, etc. More specific information requested by ABM is included in Appendix B. ABM will provide a separate document with the required information and the Client shall make every reasonable effort to provide that information within 5 days of request.

3. Preparation of "Project Agreement"

Along with the Scope of Work required under this Agreement, ABM will develop the framework of the subsequent Project Agreement, Energy Agreement, and the Financing Agreement if applicable. These Agreements shall be co-developed by ABM and the Client during the term of this MDA. These documents will vary dependent on the Client's desired structure, but where possible shall be standardized ABM documents for most expedient delivery.

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4. Price and Payment Terms

Pricing for Development

Client agrees to pay to ABM the sum of \$35,000 (Thirty Five Thousand Dollars) within thirty (30) days after the delivery to the Client of the documentation described under Paragraph 1 of this Agreement. However, Client will have no obligation to pay this amount if:

ABM and the Client execute the "Project Agreement" (outlined in Paragraph 3) within thirty (30) days after the delivery to the Client of the documentation described under Paragraph 1 of this Agreement. Costs for the Development will be transferred to the total cost of the Implementation Contract and be subject to the payment terms outlined in the Implementation Contract.

6. Timeline

It is the intent and commitment of the Parties identified in this Agreement to work diligently, and cause others under their direction to work diligently toward meeting the timeline shown below.

	Date*
Master Development Agreement (MDA) Approved by Client	June 2023
Client Workshops to Administration, Facility Committee, Governing Board	Ongoing
ABM to Complete Project Development and Provide Firm Project Agreement	September 2023
Presentation to District Administration and Facility Committee	September 2023
Informational Session to full Governing Board	September 2023
Client to Approve ABM Contracts	October 2023

*These are anticipated timeframes and may be modified by subsequent work plans approved by the parties.

7. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between ABM and Client and supersedes any prior oral understandings, written agreements, proposals, or other communications between ABM and the Client. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both Parties and should be executed by the Parties who would ultimately be signatory to a final agreement.

Pacific Grove Unified School District

ABM Building Solutions, LLC

DocuSigned by:

Josh Jorn

Joshua Jorn...

Josh Jorn

Assistant Superintendent – Business Services

6/5/2023

Date

DocuSigned by:

Rick Cooke

Richard Cooke

Rick Cooke

Vice President

6/6/2023

Date

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APPENDIX A

Locations and Facilities

District Office	435 Hillcrest Ave, Pacific Grove, CA, 93950
Pacific Grove High School	615 Sunset Drive, Pacific Grove, CA, 93950
Pacific Grove Adult School	1025 Lighthouse Ave, Pacific Grove, CA, 93950
Robert Down Elem.	485 Pine Ave, Pacific Grove, CA, 93950
Pacific Grove Middle School	835 Forest Ave, Pacific Grove, CA, 93950
Forest Grove Elem.	1065 Congress Ave, Pacific Grove, CA, 93950
Community HS	1004 David Ave, Pacific Grove, CA, 93950

APPENDIX B

1. Physical address and square footage for all facilities listed in Appendix A
2. 24 months of utility bills (electric, gas, and water) for all facilities listed in Appendix A
3. 24 months of operating expenses for HVAC, lighting, and plumbing equipment purchases, 3rd party repairs, or 3rd party maintenance services
4. Scheduled access to all facilities listed in Appendix A, please provide escorts as required
5. Scheduled access to staff to address questions, and/or identify District needs
6. Access to facility drawings/plans (mechanical, electrical, and structural) for all facilities listed in Appendix A
7. Building occupancy (number of staff & students) for all facilities listed in Appendix A
8. Building occupancy schedules for all facilities listed in Appendix A