

ENERGY EFFICIENCY SOLUTIONS AGREEMENT



SAN BERNARDINO COUNTY
PROJECT AND FACILITIES MANAGEMENT DEPARTMENT
620 SOUTH E STREET
SAN BERNARDINO, CA 92415-0184
<https://pfm.sbcounty.gov/>

ENERGY EFFICIENCY SOLUTIONS AGREEMENT

This Energy Efficiency Solutions Agreement ("Agreement") is made effective this 16 day of December, 2025 ("Agreement Date") by and between SAN BERNARDINO COUNTY ("County"), and Alliance Building Solutions, LLC, ("ABS" or "Contractor") for the design, management, installation and construction of the Energy Efficiency Solutions Project located at High Desert Government Center, 15900 Smoke Tree Street, Hesperia; High Desert Detention Center, 9438 Commerce Way, Adelanto; West Valley Adult Detention Center, 9500 Etiwanda, Rancho Cucamonga; Sheriff Training Center, 18900 Institution Road, Devore; Sheriff facility, 1020 and 1060 Cooley Drive, Colton; Old Crime Lab, 200 S. Lena Road, San Bernardino; New Crime Lab, 711 E. Rialto Avenue, San Bernardino; Coroner, 175 S. Lena Road, San Bernardino; Sheriff Headquarters, 655 E. Third Street, San Bernardino; Bob Burke Government Center, 63665 Palms Highway, Joshua Tree; County Office Building, 8575 Haven Avenue, Rancho Cucamonga; Hall of Records, 222 W. Hospitality Lane, San Bernardino; County Office Building, 412 W. Hospitality Lane, San Bernardino; Department of Public Health, 451 E. Vanderbilt Way, San Bernardino ("Project").

ARTICLE I CONTRACT DOCUMENTS AND INTERPRETATION

1.1 DEFINITIONS

The meanings of all capitalized terms used in the Contract Documents and not otherwise defined herein are contained in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

1.2 CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference:

- 1.2.1** This Agreement, including all Exhibits and attachments:
- a. **Exhibit A** – ABS' Best and Final Proposal dated November 11, 2025
 - b. **Exhibit B** – ABS Scope of Work
 - c. **Exhibit C** – Performance Bond – Original to be inserted when provided by ABS
 - d. **Exhibit D** – Labor and Material Bond – Original to be inserted when provided by ABS
 - e. **Exhibit E** – ABS Project Representation and Key Personnel
 - f. **Exhibit F** – Submittal Schedule
 - g. **Exhibit G** – Levine Act – Campaign Contribution Disclosure
 - h. **Exhibit H** – General Conditions
 - i. **Exhibit I** – Special Conditions

j. **Exhibit J** – Special Provisions

k. **Exhibit K** – California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets

Certification of Compliance

l. **EXHIBIT L** – Internal Revenue Service Notice 2025-42

1.2.2 Reserved

1.2.3 Reserved

1.2.4 Reserved.

1.2.5 Final Construction Documents. The Final Construction Drawings to be hereafter prepared by ABS and its Subcontractors that are approved by the County in accordance with the terms of the Contract Documents.

1.2.6 Reserved.

1.3 **RESERVED**

1.4 **ENTIRE AGREEMENT**

The Contract Documents represent the entire and integrated agreement between County and ABS, all other representations or statements, whether verbal or written, are merged herein. The Agreement may be amended only by written modification.

ARTICLE II THE WORK

2.1 SCOPE OF WORK

ABS shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for a complete, operational, and fully functional Project, as further described in ABS' Best and Final Proposal (hereinafter, the all-inclusive obligations of ABS set forth in this sentence shall be referred to as the "Work"). Except with regard to any material to be provided and/or installed by County, ABS shall fully commission and turn over a complete operational, and fully functional Project to County. Without limiting the generality of this Section, ABS shall provide the following work and services:

2.1.1 ABS shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and

other personnel necessary for preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.

2.1.2 ABS shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

2.1.3 ABS shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. ABS shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

2.1.4 ABS shall obtain, at its own expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, County will be responsible for paying the cost of all County imposed fees. ABS shall design and construct complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting ABS's other obligations under the Contract Documents, ABS shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 Comply with the requirements of the Contract Documents;

2.2.2 Comply with Applicable Laws;

2.2.3 Conform to the standard of care applicable to those who provide similar project services and construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;

2.2.4 Furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Sum and Contract Time.

ARTICLE III TIME FOR PERFORMANCE

3.1 CONTRACT TIME

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the County. If County's issuance of a Notice to Proceed is delayed due to ABS' failure to return a fully-executed Agreement, insurance

documents or bonds within thirty (30) calendar days after the date of award of the Contract, one (1) calendar day will be deducted from the number of days to achieve Substantial Completion of the Work for every day of delay in County's receipt of such documents. This right is in addition to any other rights or remedies available to County if ABS persistently delays in providing the required documentation. ABS agrees to promptly commence the Work after the Notice to Proceed is issued by the County, to achieve Substantial Completion of the entire Work within **1095 calendar days** after the Date of Commencement ("Contract Time") and to achieve Final Completion of the Work within the time fixed by the County in the Certificate of Substantial Completion. The Contract Time may be extended only with the written authorization of the County.

3.2 LIQUIDATED DAMAGES

3.2.1 County and ABS recognize that time is of the essence if this Agreement and that the County may suffer financial loss in the form of lost grant funds, lost rebates, additional contract administration expenses, loss of public use if the Work is not completed within the Contract Time, including any extensions thereof allowed in accordance with the Contract Documents.

3.2.2 ABS and County agree to liquidate damages with respect to ABS' failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. ABS acknowledges and agrees that the liquidated damages are intended to compensate County solely for ABS' failure to meet the deadline for Substantial Completion and shall not excuse ABS from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

3.2.3 In the event that ABS fails to achieve Substantial Completion of the Work within the Contract Time, ABS agrees to pay County **\$750 per day** for each calendar day that Substantial Completion is delayed.

3.2.4 ABS acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by County of damages that it will incur in the event of the late completion of the Work. ABS and County agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County due to a delay in completion of the Work. Accordingly, the County and ABS have agreed to such liquidated damages to fix ABS' costs and to avoid later disputes. It is understood and agreed by ABS that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.

3.2.5 It is further mutually agreed that County shall have the right to deduct liquidated damages against progress payments or retainage and that the County will issue a unilateral Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages, ABS shall pay the difference to County.

ARTICLE IV CONTRACT SUM

4.1 CONTRACT SUM

4.1.1 Total Compensation. County shall pay ABS in current funds for ABS' complete performance of the Work in accordance with the Contract Documents the Contract Sum of **Sixty-One Million, Nine Hundred Two Thousand, Four Hundred Thirty-Two Dollars (\$61,902,432).**

4.1.1.1 Mobilization. Included in the Contract Sum is mobilization which shall be paid to ABS in the amount of two and a half percent (2.5%) of the Contract Sum upon Contract execution and ABS providing the County with all required Bonds and proof of Insurance; and an additional two and a half percent (2.5%) of the Contract Sum when ABS begins Work at the first Project site. Before Work can commence on the first Project site, ABS shall submit to the County all required Bonds and proof of Insurance.

4.1.2 All Inclusive Price. The Contract Sum is the total amount payable by County to ABS for performance of the Work under the Contract Documents and is deemed to cover all costs arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of ABS.

4.2 RESERVED

4.3 RESERVED

4.4 PAYMENT BY ELECTRONIC FUND TRANSFER

ABS shall accept all payments from County via electronic funds transfer (EFT) directly deposited into ABS' designated checking or other bank account. ABS shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**ARTICLE V
ABS'S DUTIES AND RESPONSIBILITIES**

5.1 GENERAL SCOPE OF WORK

5.1.1 ABS shall furnish all design and other Services, provide all materials and undertake all efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract Documents, all governmental approvals, the approved Construction Documents, all Applicable Law, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Project Site. Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Substantial Completion of the Project and elements thereof on or before the deadlines provided in the Contract Documents shall be ABS' sole responsibility. The costs of all such materials, services and efforts are included in the Contract Sum.

5.1.2 The Scope of Services to be provided by ABS is set forth in the Contract Documents as more particularly described in Exhibit B.

5.1.3 ABS and all Subcontractors, shall obtain a Business Tax Registration from the San Bernardino County Permit Services, (909) 387-8311, prior to commencement of Work.

5.2 BEFORE STARTING WORK

ABS shall submit the following to County for review and acceptance within fourteen (14) calendar days after the Date of Commencement fixed in County's Notice to Proceed, and as a condition to payment: (i) detailed Project Schedule including each deadline specified in the Contract Documents; (ii) Schedule of Submittals; (iii) material Procurement

Schedule; and (iv) a Schedule of Values in accordance with the requirements of the General Conditions and other Contract Documents.

5.3 INITIAL CONFERENCE

Within twenty (20) calendar days after the Date of Commencement fixed in County's Notice to Proceed, a conference attended by County and ABS and others as appropriate will be held to establish a working understanding among the Parties as to the Work and to discuss the design concepts, updating schedules, progress meetings, procedures for handling submittals, processing Application for Payment, maintaining required records, coordination with ABS Team Members, and other Project administration matters.

5.4 EVALUATION OF PRELIMINARY SUBMITTALS

At least ten (10) calendar days before submission of the first Application for Payment, a conference attended by ABS, County and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. No progress payment shall be made to ABS until the required submittals are acceptable to County. The detailed Project Schedule will be acceptable to County as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on County responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve ABS from its full responsibility therefore. The format and structure of the Project Schedule will be set forth in the Contract Documents and approved by County. County's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. ABS' schedule of submittal will be acceptable to County as providing a workable arrangement for reviewing and processing the required submittals.

5.5 DESIGN PROFESSIONAL LICENSING REQUIREMENTS

County does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of this Contract, ABS acknowledges that County has no such intent. It is the intent of the Parties that ABS is fully responsible for furnishing the design of the Project, although the fully licensed design firms designated as members of the Design Team, will perform the design services required by the Contract Documents. Nothing in this Article shall create a contractual relationship between such Persons and the County.

5.6 STANDARD OF CARE

All design Services performed by ABS, the Design Team Members, Subcontractors, and their employees identified by ABS or other persons approved by the County shall be performed in an expeditious and professional manner using architects, engineers and other professionals properly licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations of such persons shall be undertaken and performed in the interest of the ABS. All design Services performed pursuant to this Agreement shall be performed with the degree of skill and learning ordinarily possessed by architects and engineers in good standing in the community regularly engaged in the design and construction of an improvement such as this Project and must apply that knowledge with the diligence ordinarily exercised by reputable architects and engineers under similar circumstances ("Standard of Care").

5.7 CONSTRUCTABILITY AND COORDINATION REVIEWS

On at least a monthly basis or such other intervals identified in the Contract Documents, ABS shall meet with the County, its Separate Contractors, and consultants to coordinate the Construction Documents, including the design of building systems delegated to ABS, for the purpose of continuing construction feasibility, identifying conflicts, missing information or gaps in the planned scope of Work and to take appropriate action to ensure the full scope of intended Work is performed efficiently and economically.

5.8 DESIGN DEVELOPMENT DOCUMENTS – PHASE 1

After County's issuance of the Notice to Proceed and within the times set forth in the Project Schedule accepted by County, ABS shall:

5.8.1 Consult with County to fully understand County's requirements for the Project and review available data;

5.8.2 Advise County as to the necessity of County's providing or obtaining from others additional reports, data or services and assist County in obtaining such reports, data, or services;

5.8.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ABS with whom consultation is to be undertaken in connection with the Project; and

5.8.4 Reserved.

5.8.5 Provide prepared plot plans, landscape, irrigation, civil, architectural, structural, mechanical and electrical floor, elevations, cross-sections and other required drawings; and outline specifications describing the size, character, and quality of the entire Project in its essentials as to kinds and locations of materials, and type of structural, mechanical and electrical systems.

5.8.6 Furnish the above documents, drawings, calculations and specifications to and review them with County for approval within the time indicated in the approved Project Schedule at increments of at least 50% and 100% completion of the Design Development Documents.

5.9 CONSTRUCTION DOCUMENTS – PHASE 2

After written acceptance by County of the Design Development Documents, ABS shall:

5.9.1 On the basis of the accepted Design Development Documents, prepare final Construction Documents showing the scope, extent, and character of the construction to be performed and furnished by ABS including technical drawings, schedules, diagrams, calculations, and specifications (which, unless otherwise approved by County, will be prepared, where appropriate, in general conformance with the Construction Specifications Institute) setting forth the requirements for construction of the Work which shall provide information customarily necessary for the use of those in building trades.

5.9.2 Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist County in consultations with appropriate authorities.

5.9.3 Furnish the above documents, drawings, calculations and specifications to and review them with County for approval within the time indicated in the approved Project Schedule at increments of at least 50% and 100% completion of the Construction Documents. After County's approval of the final Construction Documents, said documents shall be deemed to be incorporated as Contract Documents. ABS shall not proceed with the construction phase unless and until it receives County's written approval of the Construction Documents or portions thereof.

5.9.4 ABS shall submit to County Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and County shall review and approve, the

Construction Documents in accordance with the procedures set forth herein. ABS shall proceed with construction in accordance with the approved Contract Documents and shall submit one set of approved Construction Documents by County prior to commencement of construction.

ABS shall prepare Construction Documents for the entire Project in full compliance with all applicable building codes, ordinances, and other regulatory authorities. The Construction Documents shall at a minimum comply with all applicable California State Building Codes to include, but not limited to, Title 8 (Industrial Relations) Title 17 (Public Health), and Title 24 (Building Standards). The completed Construction Documents are to be delivered to the County and shall consist of the following: (1) Drawings – Provide one reproducible original and ten (10) printed copies of all approved Construction Document drawings. Provide one copy of all approved Construction Document drawings on compact disks (CD) using Computer-Aided Design (CAD) software, using the latest version of AutoCAD; and (2) Specifications – Provide an original and ten (10) printed copies of approved specifications, bound and organized. Provide approved specifications on compact disks for all sections for all work applicable to the Project in a format complying with the current edition of the Construction Specifications Institute's "MasterFormat", as directed by the County in accordance with the following:

- a. Electronic computer software in Microsoft Word, latest version for Windows.
- b. For articles, materials and equipment identified by brand names, at least two names shall be used, and such names shall be followed by the words "or equal." Specifications shall not contain restrictions that will limit competitive bids. Exceptions shall only be permitted by California Public Contract Code Section 3400.
- c. All disks produced shall be clearly labeled to indicate files contained and date produced.

5.9.5 County's review and approval of interim design submissions and the Contract Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither County's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from ABS to County.

5.10 CONSTRUCTION – PHASE 3

ABS shall perform Construction Phase Series in accordance with the requirements of the General Conditions and Special Conditions.

5.10.1 Construction Services shall be performed by ABS and/or by qualified and licensed ABS, Subcontractors and suppliers who are selected, paid and acting in the interest of the ABS in accordance with the procedures outlined in the Contract Documents.

5.10.2 ABS shall keep the County informed of the progress and quality of the Work in the form of periodic written reports, as determined by the County but no less than monthly.

5.10.3 As a condition to final payment to ABS, each Design Team Member shall provide written certification that the Work has been constructed in accordance with the Contract Documents and the design provided by such person.

5.10.4 ABS acknowledges that release of any portion of the retention withheld by County will not occur until, at a minimum, thirty-five (35) days following the County's filing of the Notice of Completion. Release of any retention is subject to the requirements in the General Conditions, including, but not limited to General Conditions Section 9.6, Substantial Completion, and Section 9.8, Final Completion.

5.11 PREVAILING WAGE AND CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION REQUIREMENTS

5.11.1 ABS acknowledge this Project is subject to California prevailing wage requirements, including registration with the California Department of Industrial Relations. The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code Section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5.

c. This Project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, ABS is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. ABS and all of its subcontractors at every tier must submit certified payroll records online to the DIR .

(1) The certified payroll must be submitted at least monthly to the DIR.

(2) The County reserves the right to require ABS and all subcontractors at every tier to submit certified payroll records more frequently than monthly to the DIR.

(3) The certified payroll records must be in a format prescribed by the DIR.

f. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

g. Labor Code Section 1771.1(a) states the following: "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

5.12 INSURANCE

ABS agrees to provide the County with Certificates of Insurance evidencing the required insurance coverage at the time ABS executes the contract with the County.

5.13 SKILLED AND TRAINED WORKFORCE

ABS agrees that it and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades.

ARTICLE VI ABS REPRESENTATIONS AND WARRANTIES

In order to induce County to enter into this Agreement, ABS makes the following representations and warranties:

6.1 ABS has visited the Site and has reasonably examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all local and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by ABS and safety precautions and programs incident thereto.

6.2 ABS has reasonably examined all conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions, including those which are identified in Paragraph 1.2 hereinabove, or which may be apparent at the Site and accepts the criteria set forth in these documents and the General Conditions to the extent of the information contained in these documents upon which ABS is entitled to rely. ABS agrees that except for the information so identified, ABS does not and shall not rely on any other information contained in these documents.

6.3 After contract award, ABS, will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site as ABS considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.4 ABS has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.

6.5 ABS has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before contract award in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to ABS.

6.6 ABS is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

6.7 ABS has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on ABS.

6.8 ABS confirms its intent to include in the project the following identified subcontractors, who were listed in ABS' Best and Final Proposal. ABS acknowledges its responsibility to provide County with a complete and updated list of subcontractors as they become known on the project. All construction subcontractors identified by ABS shall be afforded the protections of Public Contract Code Section 4100 et seq.

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
Alliance Electrical Systems, Inc	Lighting and Electrical	San Diego, CA	1031056	2000008731	N/A
Countywide Mechanical Systems Inc.	HVAC & Controls	El Cajon, CA	1111305	1001112312	N/A
Baja Construction Co., Inc.	Solar Carport	Martinez, CA	412390	1000409471	N/A
Geotechnical Solutions, Inc.	Solar Soils Engineering	Irvine, CA	C53067 (Engineering)	N/A	N/A

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT ABS

ABS is, and shall be, acting at all times in the performance of this Agreement as an independent contractor. ABS shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for ABS and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

7.2 COUNTY EMPLOYEES AND OFFICIALS

ABS shall employ no County official nor any regular County employee in the Work performed pursuant to this Agreement. No officer or employee of County shall have any financial interest in this Agreement in violation of applicable provisions of law.

ABS agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent ABS. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of ABS. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

7.3 IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Contracts of one million dollars (\$1,000,000) or more)

In accordance with Public Contract Code section 2204(a), ABS certifies that at the time the Contract is signed, ABS is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. ABS agrees that signing the Contract shall constitute signature of this Certification.

7.4 DEBARMENT AND SUSPENSION

ABS certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). ABS further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

7.5 INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this agreement, the County determines that ABS has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.

7.6 NOTICES

Any notices or special instruction required to be given in writing under this Agreement shall be given either by personal delivery to ABS' agent (as designated in Section 1 hereinabove) or to County's Engineer and County Counsel as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

COUNTY	CONTRACTOR
Project and Facilities Management Department	Alliance Building Solutions, LLC
620 South E. Street	12520 High Bluff Drive, Suite 345
San Bernardino, CA 92415-0184	San Diego, CA 92130

7.7 CONTRACTOR'S LICENSE NOTICE

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within

four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

7.8 POLITICAL CONTRIBUTIONS

ABS has disclosed to the County using Exhibit G – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. ABS acknowledges that under Government Code section 84308, ABS is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the ABS will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of ABS or by a parent, subsidiary or otherwise related business entity of Contractor.

7.9 ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signatures on next page.]

WHEREFORE, Energy Efficiency Solutions Agreement is entered into as of the day and year first written above.

SAN BERNARDINO COUNTY

►
Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Alliance Building Solutions, LLC
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Brad Chapman
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 12520 High Bluff Drive Suite 345
San Diego, CA 92130

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Julie Surber, Principal Asst, County Counsel	► Sarah Riley, Chief of Project Management	► Don Day, Director PFMD
Date _____	Date _____	Date _____



ATTACHMENT B **Levine Act –** **Campaign Contribution Disclosure** **(formerly referred to as Senate Bill 1439)**

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or

(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Alliance Building Solutions, LLC

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒ X

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

Brad Chapman, Skye Callantine, Chip Besse

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

<u>Company Name</u>	<u>Relationship</u>
<u>None noted</u>	

6. Name of agent(s) of Contractor:

<u>Company Name</u>	<u>Agent(s)</u>	<u>Date Agent Retained (if less than 12 months prior)</u>
<u>None noted</u>		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

<u>Company Name</u>	<u>Subcontractor(s):</u>	<u>Principal and/or Agent(s):</u>
<u>None noted</u>		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

<u>Company Name</u>	<u>Individual(s) Name</u>
<u>None noted</u>	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ X

Yes ☐ If yes, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒ X If no, please skip question 11.

Yes ☐ If yes, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.