

**San Bernardino County
Board of Supervisors Agenda Item #38
from July 23, 2013 Related to County
Service Area Revolving Fund Loan**

Attachment 8

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE BOARD GOVERNED COUNTY SERVICE AREAS
AND RECORD OF ACTION**

38

July 23, 2013

**FROM: JEFFREY O. RIGNEY, Director
Special Districts Department**

**SUBJECT: CONTRACT WITH MICON CONSTRUCTION INC. OF PLACENTIA, FOR
CONSTRUCTION OF THE WRIGHTWOOD SKATE PARK AND LOAN
ISSUANCE FROM THE COUNTY SERVICE AREA REVOLVING LOAN FUND
TO COUNTY SERVICE AREA 56 (WRIGHTWOOD)**

RECOMMENDATION(S)

Acting as the governing body of County Service Area 56:

1. Adopt Resolution authorizing a loan from the County Service Area revolving loan program for a period of seven (7) years to County Service Area 56 in the amount of \$200,000 for funds needed to complete the construction of a skate park and other improvements in the unincorporated area of Wrightwood.
2. Approve contract with Micon Construction, Inc. of Placentia, CA, in the amount of \$304,650.50 for the construction of a skate park and other improvements in the unincorporated area of Wrightwood.
3. Authorize the Director of the Special Districts Department to order any necessary changes or additions in the work performed under the contract for a total not to exceed amount of \$27,732, pursuant to Public Contract Code Section 20142.
4. Authorize the Director of the Special Districts Department to file a Notice of Completion with the Auditor-Controller/Treasurer/Tax Collector once all work is satisfactorily completed.
5. Direct the Auditor-Controller/Treasurer/Tax Collector to record the Notice of Completion and to complete needed transactions to implement the County Service Area revolving loan.

(Presenter: Jeffrey O. Rigney, Director, 387-5967)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The total aggregate construction cost associated with the approval of this item is \$345,603.50, which includes \$304,650.50 for construction contract, \$27,733 for contingencies, and \$13,220 for contract management expenses. The \$345,603.50 in anticipated expenses was included as part

**CONTRACT WITH MICON CONSTRUCTION INC. OF PLACENTIA, FOR
CONSTRUCTION OF THE WRIGHTWOOD SKATE PARK AND LOAN
ISSUANCE FROM THE COUNTY SERVICE AREA REVOLVING LOAN
FUND TO COUNTY SERVICE AREA 56 (WRIGHTWOOD)**

38

**JULY 23, 2013
PAGE 2 OF 3**

of the 2013-14 capital improvement project budget for County Service Area (CSA) 56 (CDW-380). Project funding sources include \$144,585 current project fund balance derived from a \$150,000 priority policy needs allocation approved by the Board of Supervisors on April 19, 2011 (Item No. 3); revolving loan funds of \$200,000; and \$1,018 in funds to be transferred from CSA 56 operating account SKD 380 to CDW-380 Wrightwood Skate Park project fund.

CSA 56 has budgeted \$42,000 in 2013-14 to make the first year loan payment. The subsequent six scheduled payments of \$27,000 annually through 2020 will be included in the District's annual budget. The total estimated interest of \$4,000, included in the payment schedule, will be calculated and applied by the Auditor-Controller/Treasurer/Tax Collector at the rate of County pool funds.

BACKGROUND INFORMATION

Approval of this item will adopt a Resolution authorizing the proposed funding mechanism, to include contingencies, for the construction of the Wrightwood Skate Park (Project) by the lowest bidder, Micon Construction, Inc.

This Project will benefit the community as there are no public skate parks in the area. This park will include a skate-able plaza area, precast ramps, picnic tables, benches, walking paths, parking area and street improvements. The park and its amenities were established as a result of public input and participation in the design process during community forums and recommendations made by the Wrightwood Municipal Advisory Council.

On October 29, 2012, the Special Districts Department followed the informal bidding requirements in the Public Contract Code applicable to construction projects of \$175,000 or less. On November 20, 2012, six bids were received with the lowest bid being \$50,000 over the limit authorized for informally bid construction projects.

On April 23, 2013, (Item No. 60), the Board of Supervisors rejected the bids received on November 20, 2012, approved the revised plans and specifications for the Wrightwood Skate Park Re-Bid Project, and authorized the Director of Special Districts to solicit for competitive bids and reject previous bids that were received. The Special Districts Department advertised the project in the Press Enterprise newspaper, through ePro, on the department's web site, and on five various online sites that alert contractors of upcoming projects in their areas. A mandatory pre-bid job walk was held on May 9, 2013, with eleven contractors in attendance and on May 23, 2013, five bids were received as follows:

CONTRACT WITH MICON CONSTRUCTION INC. OF PLACENTIA, FOR
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ISSUANCE FROM THE COUNTY SERVICE AREA REVOLVING LOAN
FUND TO COUNTY SERVICE AREA 56 (WRIGHTWOOD)

38

JULY 23, 2013
PAGE 3 OF 3

CONTRACTOR	FROM	BID AMOUNT
Micon Construction Inc.	Placentia, CA	\$304,650.50
AToM Engineering	Hemet, CA	\$318,932.00
Sean Malek Construction	Temecula, CA	\$323,645.00
California Skate Parks	Upland, CA	\$330,536.32
Jergensen Construction	Oak Hills, CA	No Bid

The second low bidder, AToM Engineering, submitted a bid protest alleging the bid submitted by Micon should be rejected because the County's Electronic Procurement System (ePro) showed a "no-bid" by Micon. However, a review by department staff indicated that Micon had timely completed the bid proposal and uploaded it to ePro, along with all other required documents. The bid documents state that if there is a discrepancy between the bid set forth in the bid proposal and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

The District may terminate this Contract at any time without cause with ten days written notice to the contractor. Therefore, staff recommends that the Board approve the contract with Micon Construction, Inc. of Placentia, California.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Julie J. Surber, Deputy, and Dawn Messer, Deputy, 387-5455) on June 10, 2013 on June 4, 2013; Purchasing Department (Leo Gomez, Supervising Buyer, 378-2063) on May 31, 2013; County Administrative Office (Carlo Pacot, Administrative Analyst, 387-5944) on July 5, 2013; and Finance and Administration (Mary Jane Olhasso, Assistant Executive Officer, 387-4599) on July 10, 2013.

FOR OFFICIAL USE ONLY

**BOARD GOVERNED
COUNTY SERVICE AREAS

F A S

STANDARD CONTRACT**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	FAS Vendor Code MICONCO193	Dept. SC	SPD	A	Contract Number 13- _____	
ePro Vendor Number 00003367				ePro Contract Number 136083		
SPECIAL DISTRICTS DEPARTMENT				Dept.	Orgn.	Contractor's License No.
Contract Representative Greg Bacon, Senior Project Manager				105	105	744198
Telephone (909)387-5940				Total Contract Amount \$ 304,650.50		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 89063		Contract Start Date July 2013		Contract End Date December 2013	Original Amount \$304,650.00	Amendment Amount \$
Fund CDW	Dept. 380	Organization 2006	Appr. 410	Obj/Rev Source 4010	GRC/PROJ/JOB No 2006	Amount \$ 304,650.50
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name CSA 56 Wrightwood			Estimated Payment Total by Fiscal Year			
Skate Park Project Re-Bid			FY 13/14	Amount \$304,650.50	I/D	FY Amount I/D

THIS CONTRACT is entered into in the State of California by and between County Service Area 56 (Wrightwood) hereinafter called the District, and

Name
Micon Construction, Inc. hereinafter called Contractor

Address
1616 Sierra Madre Circle

Placentia, CA 92870

Telephone (800) 949 - 0203 Federal ID No. or Social Security No. ON-FILE

IT IS HEREBY AGREED AS FOLLOWS:

I.

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids (Project No.2006) dated April 23, 2013.
- B. Bid Specifications titled "CSA 56 Wrightwood Skate Park Project Re-Bid"
- C. Bid Drawings titled "Wrightwood Skate Park and Street Improvements"
- D. Bidder's proposal dated: May 23, 2013 (Attachment A1-A3).
- E. Certified copy of the Record of Action of the Board of Supervisors, on behalf of Board Governed County Service Areas.

And they are included in their entirety as a part of this contract by reference thereto.

<i>Auditor-Controller/Treasurer/Tax Collector Use Only</i>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

II.

The Contractor agrees to supply and provide all labor, materials, equipment and service as set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:

BID PROPOSAL:

Total Itemized Base Bid Schedule I (Items 1 -27): Attachment A1 – A2 \$ 304,650.50 Dollars

III.

Contractor will furnish a payment bond and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the District within ten (10) calendar days of the contract award. Said bonds shall be in effect through the completion of the project plus 35 days after Notice of Completion filing. Contractor shall additionally furnish a 1-year Maintenance Bond in an amount of 5% of the total contract price, after the Notice of Completion has been issued, which shall remain in full force for 1 year following completion.

IV.

Any reference to County in this Section IV refers to the County of San Bernardino. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

Indemnification - The Contractor agrees to indemnify, defend (with counsel reasonably approved by the District) and hold harmless the County, the District, and their authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

Insurance – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation / Employers Liability** - A program of Workers' Compensation insurance or a State-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- **Commercial/General Liability Insurance** - The Contractor shall carry General Liability insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment
- (b) Products and completed operations
- (c) Broad form property damage (including completed operations)
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability
- (g) \$2,000,000 general aggregate limit.

- **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the Contractor is transporting one or more non-employee passengers in the performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury, and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Subcontractor Insurance Requirements - The Contractor hereby agrees to require that all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts in Section IV and the insurance specifications for all contracts in Section IV, (including waivers of subrogation rights) and naming the District and County as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

Additional Insured - All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County, the District, and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the District/County to vicarious liability but shall allow coverage for the District and County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, District, and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and

Contractor's employees or agents from waiving the rights of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County and District.

Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County and/or District.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County and/or the District or between the County and/or District and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the District administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District; and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the District has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the District will be promptly reimbursed by the Contractor or District payments to the Contractor will be reduced to pay for District purchased insurance.

Insurance Review - Insurance requirements are subject to periodic review by the District and County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District and/or County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District and/or County, inflation, or any other item reasonably related to the District's and/or County's risks.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on the part of the District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District or County.

V.

The District agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum of **Three Hundred Four Thousand Six Hundred Fifty Dollars and Fifty Cents (\$304,650.50)** subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety-five percent (95%) of the contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment will be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the Governing Board of the District at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

VI.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

VII.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed issued by the District to begin the work and shall complete it within **Sixty (60) calendar days**.

VIII.

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Contractor agrees to comply with the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the American Disabilities Act.

Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

The Contractor certifies that neither it nor its principals, or other key decision makers, or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System (www.epls.gov). Contractor agrees that signing this Contract shall constitute signature of this Certification.

IX.

Attorney's Fees and Costs – If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees except as otherwise provided

by law. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against a party hereto and payable under the Insurance and Indemnification section.

X.

Former County Officials - Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Contractor. 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 Employee Classification Group, Management Unit or Safety Management Unit.

XI.

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

XII.

Payment by Electronic Fund Transfer – Contractor shall accept all payments from the District via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the District required to process EFT payments.

XIII.

Substitution of Subcontractors - The Contractor hereby agrees to reimburse the District for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Director of the Special Districts Department or his/her designee shall prepare and certify a statement of all costs incurred by the District for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Special Districts Department, or his/her designee.

The statement shall then be sent to the general contractor, who shall reimburse the District for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

XIV.

Termination for Convenience – Notwithstanding any other provision of this Contract, District may, at any time, and without cause, terminate this Contract, in whole or in part, upon not less than 10 days written notice to the Contractor. Such termination shall be effected by delivery to Contractor of a notice of termination specifying the effective date of the termination and the extent of the work to be terminated. Contractor shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by District. District shall pay Contractor for the work completed prior to the effective date of the termination, and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages, or other

damages of any sort as a result of a termination or partial termination under this provision. Contractor shall insert in all subcontractors' contracts that the subcontractor shall stop work on the date or and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

XV.

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), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract 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.

XVI.

Use of ARRA Funds and Requirements (This Project is not funded with ARRA)

This Contract is funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the District for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the District contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the District may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the District with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the District may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

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XVII.

This contract is delivered by **Micon Construction, Inc.** Contractor, to District for acceptance by its Governing Board at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors acting as the governing body of County Service Area 56 (Wrightwood) has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

County Service Area 56 (Wrightwood)

▶ _____
Janice Rutherford, Board Chair

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch, Clerk of the Board

Micon Construction, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ▶ _____
(Authorized signature - sign in blue ink)

Name Gene F. Holle
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: May 30, 2013

By _____
Deputy

Address 1616 Sierra Madre Circle
Placentia, CA 92870

Approved as to Legal Form
▶ _____
Counsel
Date _____

Reviewed by Contract Compliance
▶ _____
Date _____

Presented to Board for Signature
▶ _____
Date _____

RESOLUTION NO. 2013-_____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, APPROVING A LOAN TO COUNTY SERVICE AREA 56 – WRIGHTWOOD, FROM THE COUNTY SERVICE AREA LOAN FUND

On Tuesday, July 23, 2013, on motion of Supervisor _____, duly seconded by Supervisor _____ and carried, the following resolution is adopted by the Board of Supervisors of San Bernardino County, State of California.

SECTION 1. The Board of Supervisors of the County of San Bernardino hereby finds and determines:

(a) That California Government Code Section 25214.5(a) authorizes this Board to appropriate available funds to a revolving fund of not more than \$2,000,000, from which loans may be made to county service areas;

(b) That this Board, acting in its capacity as the governing body of County Service Area 56 – Wrightwood (“District”), has determined that said District is in need of funds for the construction of a skate park and associated improvements required to adjacent streets, and has further determined that the loan is for a proper purpose and that the District will be able to repay said loan within the time and under the conditions imposed by law and by this Resolution.

SECTION 2. The Board of Supervisors of the County of San Bernardino, therefore, hereby resolves and orders:

(a) That there is hereby authorized a loan to the District in the amount of \$200,000, with said loan to be made from the Reserve Fund for Loans to County Service Areas, subject to the following conditions:

- (1) The loan may be paid out in increments, as requested by the District;
- (2) The loan shall be repaid to said fund not later than seven (7) years after the date on which the loan increment is disbursed to District;
- (3) Interest shall accrue on the unpaid principal of each increment of the loan and be repaid within the time stated herein at the current rate per annum received by the County of San Bernardino on similar types of transactions, as determined by the County Treasurer as of the date of each disbursement;
- (4) Reimbursement shall be made from property tax revenue, park and recreation fees and or other monies which may become available to the District.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSENT: SUPERVISORS:

* * * * *

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, **LAURA H. WELCH**, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of July 23, 2013.

LAURA H. WELCH
Clerk of the Board of Supervisors

By _____
Deputy