



Contract Number

22-897 A-1

SAP Number

ARPA21-PRJC-005-COL

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	City of Colton DUNS No. 071000000 UEI No. DTDWM2FKR5L8
Contractor Representative	Victor Ortiz, Assistant PW Director
Telephone Number	(909) 514-4210
Contract Term	July 1, 2022 through December 31, 2026
Original Contract Amount	Based on actual project costs not to exceed \$575,000
Amendment Amount	
Total Contract Amount	Based on actual project costs not to exceed \$575,000
Cost Center	1100951078
Internal Order (If Applicable)	1012340

AMENDMENT NO. 1 TO CONTRACT BETWEEN SAN BERNARDINO COUNTY AND THE CITY OF COLTON RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

WHEREAS, on September 7, 2022, the San Bernardino County (County) Chief Executive Officer executed a Contract 22-897 (Contract) with the City of Colton (City or Contractor) to transfer funds from American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CLFRF), Assistance Listing Number: 21.027/Federal Assistance Identification Number: SLFRP-0154, in the not-to-exceed amount of \$575,000 for expenditures identified in Exhibit "A" of the Contract; and

WHEREAS, on September 27, 2022 (Item No. 26), the Board of Supervisor (Board) ratified approval of the Contract with the Contractor to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the Colton Avenue Class I Bike Path and Trail Improvement Project; and

WHEREAS, County and Contractor desire to amend the ARPA CLFRF obligation deadline from June 30, 2024, to March 18, 2025; and

WHEREAS, County and Contractor agree to amend the Contract, including the terms and conditions included in Exhibit "A" as stated below.

OPERATIVE PROVISIONS OF AMENDMENT NO. 1

NOW, THEREFORE, County and Contractor mutually agree as follows:

Effective November 18, 2025, Contract No. 22-897 is hereby amended as follows:

1. Replace Section 1.B of the Contract in its entirety with the following:

1. THE ARPA CLFRF

B. Contractor certifies that the use of funds that will be submitted for reimbursement from the CLFRF under Paragraph 1.A. and Exhibit "A-1" of this Contract will be used only to cover those costs that: i) are related to public health or negative economic impact eligible use; and ii) were incurred during the period that begins July 1, 2022, and will end March 18, 2025. For purposes of this Contract and pursuant to federal guidance, expended or obligated costs are costs incurred by Contractor during the time period referenced above that are allowable for reimbursement. Any cost obligated by Contractor as of March 18, 2025, must be expended by December 31, 2026, to meet the eligible costs timeframe as defined by the United States Department of the Treasury.

2. Replace Section 4 of the Contract in its entirety with the following:

4. TERM OF CONTRACT

This Contract is effective as of July 1, 2022 (Effective Date), requires all incurred obligations by March 18, 2025, and expires on December 31, 2026, but may be terminated earlier in accordance with the provisions of this Contract.

3. Replace Exhibit "A" with Exhibit "A-1" that includes the following: "Not-to-exceed amount of expenditures described in 1 above, obligated during the period of July 1, 2022 and March 18, 2025 and expended on or before December 31, 2026 is \$575,000."

4. This Amendment No. 1 (Amendment) to Contract No. 22-897 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email 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 Amendment upon request.

5. All other terms and conditions of the Contract, as amended, shall remain in full force and effect as written.

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

City of Colton

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

By  _____
(Authorized signature - sign in blue ink)

Name Victor Ortiz
(Print or type name of person signing contract)

Title Assistant PW Director
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

 _____
Julie Surber, Principal Asst. County Counsel

Date _____

Reviewed for Contract Compliance

 _____

Date _____

Reviewed/Approved by Department

 _____

Date _____

EXHIBIT A-1 – SCOPE OF EXPENDITURES

APPLIES TO AGREEMENT 22-897 (ARPA21-PRJC-005-COL) BETWEEN SAN BERNARDINO COUNTY AND THE CITY OF COLTON RELATED TO THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND FOR LOCAL GOVERNMENTS

1. The following is the mutually agreed upon scope of expenditures to be funded by the American Rescue Plan Act of 2021 (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF) received by San Bernardino County:

Class I Bike Path and Trail Improvement Project. The project will upgrade the existing bike path along Colton Avenue especially for the landscaping, striping and signage. Signs and markings will be upgraded to the current Manual on Uniform Traffic Control Devices standard for bike route. Upgrade of bike lane striping and signs is anticipated to enhance the safety of the bike lane crossings on seven street intersections. The path had minimal landscaping and irrigation system that deteriorated over the years and resulted in the deterioration of landscaping. Pedestrians and bicyclists heavily use the path as a safe route through the City of Colton for walking and cycling. The estimated cost of the project is \$575,000. The total cost included project management, design and estimates, and construction cost for the project.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **July 1, 2022** and **March 18, 2025** and expended on or before **December 31, 2026** is \$575,000.
3. The following is the list of projected expenditures that will be funded by the CLFRF for the scope identified in 1, above:

Expenditure Type (e.g., Payroll)	Projected Expenditures*
Project Management (design and construction)	\$32,400
Design Consultant contract (P S and E)	\$50,000
Construction Contract	\$492,600
Total Expenditure	\$575,000

*Note: Projected expenditures may differ from the actual costs but a total amount of expenditure shall not exceed the amount as specified in Section 2, above.

4. The Contractor is responsible for ensuring that any procurement using CLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at Title 2 C.F.R. Sections 200.317 - 200.327, as applicable. The Uniform Guidance establishes in Title 2 C.F.R. Section 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in Title 2 C.F.R. Section 200.320. If the full and open procurement is not applicable, provide a reason for its exemption:

Confirmed – No Exemption Identified