

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-110 A-2

SAP Number
ARPA21-PRJC-026-BAR

County Administrative Office

Department Contract Representative	Matthew Erickson, County Chief Financial Officer
Telephone Number	(909) 387-5423
Contractor	City of Barstow UEI NO. YEHTUVLGDUQ3
Contractor Representative	Fidel Martinez
Telephone Number	(760) 255-5159
Contract Term	December 1, 2023 through December 31, 2026
Original Contract Amount	Based on actual project costs not to exceed \$400,000
Amendment No.1 Amount	\$46,672
Amendment No.2 Amount	\$0
Total Contract Amount	Based on actual project costs not to exceed \$446,672
Cost Center	1100911078/1100931078
Internal Order (If Applicable)	1013262/1013269

CONTRACT BETWEEN SAN BERNARDINO COUNTY AND CITY OF BARSTOW RELATED TO THE AMERICAN RESCUE PLAN ACT AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

WHEREAS, on January 4, 2024, the San Bernardino County (County) Chief Executive Officer executed a Contract 24-110 (Contract) with the City of Barstow (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 \$400,000 for expenditures identified in Exhibit "A" of the Contract; and

WHEREAS, on January 23, 2024 (Item No. 26), the Board of Supervisor (Board) ratified approval of the Contract with the City to fund the projected expenditures identified in Exhibit "A" of the Contract regarding the City's Barstow Cemetery Restroom Construction Project; and

WHEREAS, on September 24, 2024 (Item No. 31), the Board approved Amendment No. 1 to Contract No. 24-110 to increase the not-to-exceed Contract amount from \$400,000 to \$446,672; and

WHEREAS, County and Contractor desire to amend the ARPA CLFRF obligation deadline from December 31, 2024 to May 31, 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. 2

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

Effective March 25, 2025, Contract No. 24-110 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-2" 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 December 1, 2023, and will end May 31, 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 May 31, 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 December 1, 2023, requires all incurred obligations by May 31, 2025, and expires on December 31, 2026, but may be terminated earlier in accordance with the provisions of this Contract.

3. Replace Exhibit "A-1" with Exhibit "A-2" that includes the following: "Not-to-exceed amount of expenditures described in 1 above, obligated during the period of December 1, 2023 and May 31, 2025 and expended on or before December 31, 2026 is \$446,672."

4. This Amendment No. 2 (Amendment) to Contract No. 24-110 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

Dawn Rowe, Chair, Board of Supervisors

Dated:

MAR 25 2025

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



Lynna Money,
Clerk of the Board of Supervisors
San Bernardino County

By

Deputy

City of Barstow

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

By

CR Heldereth

(Authorized signature - sign in blue ink)

Name

Christopher Heldereth

(Print or type name of person signing contract)

Title

Acting City Manager

(Print or Type)

Dated:

3/4/2025

Address

220 E. Mountain View Street

Barstow, CA 92311

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie Surber
Julie Surber, Principal Asst. County Counsel

Date

3/5/25

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

EXHIBIT A-2 – SCOPE OF EXPENDITURES

APPLIES TO AGREEMENT 24-110 (ARPA21-PRJC-026-BAR) BETWEEN SAN BERNARDINO COUNTY AND CITY OF BARSTOW 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:

Approximately 80% of the area in the City of Barstow is considered serving underserved communities based on the CalEnviroScreen 4 maps. The Cemetery conducts an average of 110 funerals per year with an average attendance of 80 members. Counts indicate that the cemetery provides services to an average of 73,700 visits per year. The project proposes to install a pre-manufactured public restroom that meets ADA requirements. The restroom will provide facilities for the public, employees, and volunteers.

2. Not-to-exceed amount of expenditures described in 1, above, obligated during the period of **December 1, 2023 and May 31, 2025** and expended on or before **December 31, 2026** is \$446,672.
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*
1. Sawcut existing concrete	\$120
2. Remove existing concrete sidewalk	\$1,560
3. Remove existing Palm Trees	\$2,000
4. Remove existing planter	\$2,000
5. Remove existing retaining wall	\$2,100
6. Construct 4" thick PCC sidewalk/walkway over class II aggregate base	\$1,000
7. Construct 4" PVC sewer line SDR 35 to septic tank	\$20,800
8. Install 4" Sewer Cleanout	\$2,000
9. Install modular restroom per contract specification	\$350,000
10. Mobilization/Demobilization/Insurance Bond	\$9,700
11. Construction Staging and Traffic Control	\$1,800
12. Pedestrian and Vehicle Access	\$1,000
13. Payment for Delay	\$1,000
14. Construct Electrical service to restroom	\$3,000
15. Construct water service to restroom	\$3,000
16. Cash Allowance - Contingency	\$15,000
17. Project Management, Inspection and Testing	\$30,592
Total Expenditure	\$446,672

***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.