

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.87  
(ID # 25452)**

**MEETING DATE:**  
Tuesday, July 30, 2024

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Service Agreement by and between the County of Riverside and the City of Banning for the Highland Springs Avenue Slurry Seal Improvements for Fiscal Year 2024/25. District 5. [\$10,000 Total Cost – Local Funds 100%] (Companion Item to MT Item 25506)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and the City of Banning for the Highland Springs Avenue Slurry Seal Improvements; and
2. Authorize the Chairman of the Board to execute the same.

**ACTION:4/5 Vote Required, Policy**

  
Dennis Acuna, Director of Transportation 7/3/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: July 30, 2024  
xc: Trans.

(Companion Item: 3.95)

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 10,000	\$ 0	\$ 10,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> City of Banning (100%). There are no General Funds used for this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	24/25

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside (County) is proposing to slurry seal a segment of Highland Springs Avenue that is maintained by the County and the City of Banning (City). This segment extends between 17<sup>th</sup> Street and 600' north of 17<sup>th</sup> Street and is approximately 600 feet in length. The City has requested that this segment of road in the Banning area be included in the County's Slurry Seal Project. The proposed road limits are shown in Attachment 1, Vicinity Map.

This Service Agreement between the County and the City outlines each agency's responsibilities for the completion of the Slurry Seal Improvements and obligates the City to fund 100% of the slurry seal improvements within the jurisdictional boundaries of the City.

The City will deposit \$10,000.00 prior to the start of the construction contract. The County is providing the services and has no obligation to fund any portion of the project within the City's jurisdiction.

By Minute Order dated April 30, 2024 (Agenda Item 3.62), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Slurry Seal Project for Fiscal Year 2024/25 at various locations in the 4th and 5th Supervisorial Districts. Bids were opened on May 29, 2024 and the contract award is a companion item on this same board agenda.

This Service Agreement was approved by Banning's City Council on April 9, 2024.

County Counsel has approved the agreement as to legal form.

Project Number: D5-0010

**Impact on Residents and Businesses**

The proposed improvements will improve safety and enhance operational efficiency for traffic on Highland Springs Avenue. The slurry seal treatment will also preserve and extend the life of the road thereby reducing the need for resurfacing, which is ten times more costly.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Additional Fiscal Information**

The City of Banning will be responsible for 100% of the Highland Springs Avenue Slurry Seal Improvement costs within city jurisdiction.

**Contract History and Price Reasonableness**

N/A

**Attachments:**

Vicinity Map

Agreement

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 7/24/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 7/15/2024

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF BANNING

FOR

HIGHLAND SPRINGS AVENUE SLURRY SEAL IMPROVEMENTS

This Agreement is entered into this 30 day of July, 2024 by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department (hereinafter "COUNTY") and the City of Banning, a municipal corporation, (hereinafter "CITY") for slurry seal improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

- A. WHEREAS, CITY has determined to seal the existing asphalt surface on Highland Springs Avenue which consists of the following segment: Highland Springs Avenue from 17<sup>th</sup> Street to 600' N 17<sup>th</sup> Street (approximately 600 linear feet by 20 feet wide) in the Banning area of Riverside County (hereinafter "CITY PROJECT").
- B. WHEREAS, CITY has determined that it requires construction services to place the slurry seal on Highland Springs Avenue as shown in Exhibit A and that a slurry seal will be applied that consists of the application of a mixture of water, asphalt emulsion, aggregate, and chemical additives to an existing asphalt concrete pavement surface.
- C. WHEREAS, COUNTY is fully qualified to administer the work that includes traffic control, rout and seal random cracks, replacement of any pavement markings, including cross walks, striping and raised pavement markers.
- D. WHEREAS, COUNTY has slurry seal improvement projects within the jurisdictional boundaries of COUNTY along the COUNTY and CITY boundary, which slurry seal improvement projects are sometimes hereinafter referred to collectively as "COUNTY PROJECT".

JUL 30 2024 3.87 / 3.95

1 E. WHEREAS, CITY will benefit from the cost savings associated with a larger improvement project, and CITY  
2 desires to work with the COUNTY to construct the CITY PROJECT, together with the COUNTY PROJECT  
3 since COUNTY has extensive experience in the development and implementation of similar type projects.

4 F. WHEREAS, COUNTY will therefore provide the administrative, technical, managerial, and support services  
5 necessary for the implementation of the CITY PROJECT as part of the COUNTY PROJECT.

6 G. WHEREAS, COUNTY and CITY desire to define herein the terms and conditions under which said CITY  
7 PROJECT is to be administered, engineered, coordinated, and constructed.

8 **AGREEMENT**

9 NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as  
10 follows:

11 **SECTION 1 • COUNTY AGREES to:**

- 12 1. Act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT. The  
13 COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of the  
14 CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide replacement  
15 funding for or to continue with the CITY PROJECT, if funds are not available.
- 16 2. Furnish CITY with Maps, Plans, Specifications & Estimate (PS&E) documents for the CITY PROJECT.  
17 Final plans for improvements are prepared to COUNTY standards and signed by a Civil Engineer registered  
18 in the State of California. Deviations from standards shall be coordinated with and approved by CITY.  
19 COUNTY shall not begin construction within CITY until CITY has approved the CITY PROJECT portion of  
20 the PS&E documents, which approval shall not be unreasonably withheld.
- 21 3. Direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY  
22 PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
- 23 4. Direct COUNTY's contractor to make written application to CITY for an encroachment permit authorizing  
24 entry into CITY right of way for the purposes of constructing COUNTY PROJECT and CITY PROJECT.
- 25 5. Advertise, award, and administer a public works contract for the construction of the COUNTY PROJECT  
26 and the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances,  
27 orders, governmental requirements, laws or regulations, including but not limited to the local agency public  
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1 construction codes, California Labor Code, and California Public Contract Code, and in accordance with  
2 the encroachment permits issued by CITY.

3 6. Furnish a representative to perform the function of Resident Engineer during construction of CITY  
4 PROJECT.

5 7. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
6 soils and compaction tests, measurement and computation of quantities, testing of construction materials,  
7 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other  
8 inspection and staff services necessary to assure that the construction is performed in accordance with the  
9 PS&E documents.

10 8. Construct the CITY PROJECT in accordance with approved PS&E documents.

11 9. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid  
12 amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization by  
13 COUNTY. If any contract change order causes the construction contract to change by less than 10% of  
14 the bid amount for CITY PROJECT, COUNTY is authorized by CITY's approval of this Agreement to move  
15 forward with such change.

16 10. Furnish CITY a final reconciliation of CITY PROJECT expenses within ninety (90) days following the  
17 completion and acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final  
18 costs associated with the CITY PROJECT are in excess of the Deposit provided in Section 2, COUNTY  
19 shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT  
20 are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference  
21 with the financial reconciliation.

22 11. Provide CITY one complete set of reproducible as-built plans and all contract documents including  
23 calculations, estimates, and other documents produced as part of this contract within ninety (90) days after  
24 completion and acceptance of the CITY PROJECT.

25 **SECTION 2 • CITY AGREES to:**

26 1. Fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY agrees  
27 that should unforeseen circumstances arise which result in an increase of any costs over those shown in  
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1 Exhibit "B", CITY will pay such costs pursuant to Subsection 9 and Subsection 10 of Section 1.

2 2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, Ten  
3 Thousand Dollars and Zero Cents (\$10,000.00) (the "Deposit"), which represents one hundred percent  
4 (100%) of the estimated costs to complete construction including construction administration, inspection  
5 and materials testing and contingency for CITY PROJECT, as provided in Exhibit "B".

6 3. Prepare and approve CEQA clearance for the CITY PROJECT.

7 4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's  
8 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,  
9 including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT  
10 and CITY PROJECT.

11 5. Provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and  
12 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY  
13 PROJECT.

14 6. Provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer  
15 during the construction of the CITY PROJECT and to verify facilities are constructed as required by this  
16 Agreement.

17 7. Pay COUNTY for any final costs associated with the CITY PROJECT that are in excess of the Deposit as  
18 determined pursuant to Subsection 10 of Section 1.

19 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

20 1. If upon opening of bids for construction of the CITY PROJECT the bids indicate a cost overrun of no more  
21 than ten percent (10%) of the construction cost estimate will occur, as described in Exhibit "B", COUNTY  
22 may award the contract.

23 2. If upon opening of bids it is found that a cost overrun exceeding ten percent (10%) of the construction cost  
24 estimate will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If,  
25 after fourteen (14) calendar days from the date of bid opening, an alternative course of action is not agreed  
26 upon, this Agreement shall be deemed to be terminated by mutual consent. COUNTY shall reimburse CITY  
27 with any unspent portion of the Deposit within forty-five (45) days of termination.

**Highland Springs Avenue Slurry Seal Improvements**

- 1 3. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY  
2 PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the  
3 COUNTY to funding any portion of CITY PROJECT or shall be construed as obligating the COUNTY to  
4 provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds  
5 are no longer available. In the event that adequate funds are not available to move forward or to complete  
6 CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for  
7 CITY PROJECT.
- 8 4. The total cost to CITY to complete construction, including construction administration, inspection and  
9 materials testing and a contingency for CITY PROJECT is estimated to be Ten Thousand Dollars and Zero  
10 Cents (\$10,000.00) as detailed in Exhibit "B".
- 11 5. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's Deposit as  
12 required in Section 2.
- 13 6. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an  
14 Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by  
15 CITY.
- 16 7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
17 slurry seal improvements, a policy of Commercial Liability Insurance, including coverage of Bodily Injury  
18 Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a  
19 policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each  
20 policy shall be required which name CITY, its officers, agents and employees, as additionally insured.  
21 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.  
22 COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured  
23 Endorsements which meet the requirements of this section to CITY prior to the start of construction.
- 24 8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will  
25 be automatically vested with the jurisdiction in which the improvements reside, and no further agreement  
26 will be necessary to transfer ownership.
- 27 9. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT within  
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1 CITY right of way except as specified in this Agreement or future agreements.

2 10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
3 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each  
4 PARTY hereto.

5 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
6 occurring by reason of any act or omission of CITY under or in connection with any work, authority or  
7 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code  
8 Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury  
9 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under  
10 or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

11 12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
12 by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction  
13 delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code  
14 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury  
15 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY  
16 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

17 13. In the event that CITY defaults in the performance of any of its obligations under this Agreement or  
18 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate  
19 this Agreement upon ninety (90) days written notice to CITY.

20 14. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the  
21 CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY  
22 PROJECT.

23 15. This Agreement may be executed in any number of counterparts, each of which will be an original, but all  
24 of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of  
25 electronic signatures, such as digital signatures that meet the requirements of the California Uniform  
26 Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this  
27 Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this  
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**Highland Springs Avenue Slurry Seal Improvements**

1 Agreement are intended to authenticate this writing and to have the same force and effect as manual  
2 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically  
3 associated with an electronic record and executed or adopted by a person with the intent to sign the  
4 electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an  
5 electronic signature for transactions and contracts among parties in California, including a government  
6 agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using  
7 it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon  
8 by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as  
9 defined in subdivision (i) of Section 1633.2 of the Civil Code.

10 16. All notices, demands, invoices, and other communications required or permitted hereunder shall be in  
11 writing and delivered to the following addresses or such other address as the PARTIES may designate:

12 COUNTY:

CITY:

13 Riverside County Transportation Department

City of Banning

14 Attn: Patty Romo

Attn: Arturo Vela

15 Director of Transportation

Director of Public Works

16 4080 Lemon Street, 8th Floor

99 E. Ramsey Street

17 Riverside, CA 92501

Banning, CA 92220

18 Phone: (951) 955-6740

Phone: (951) 922-3134

19  
20 [Signature Page Follows]  
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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:



Patty Romo DENNIS AUNA

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By 

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS



CHUCK WASHINGTON

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

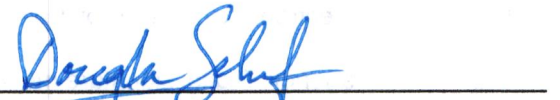
  
Deputy

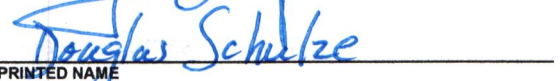
KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

CITY OF BANNING Approvals

APPROVED BY:

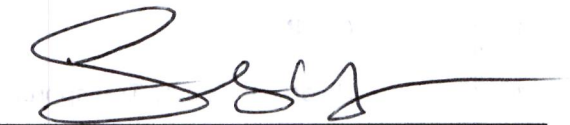




PRINTED NAME

City Manager

APPROVED AS TO FORM:

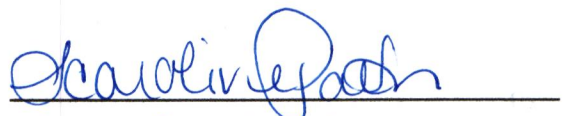


SERIM YOUNG

PRINTED NAME

City Attorney

ATTEST:



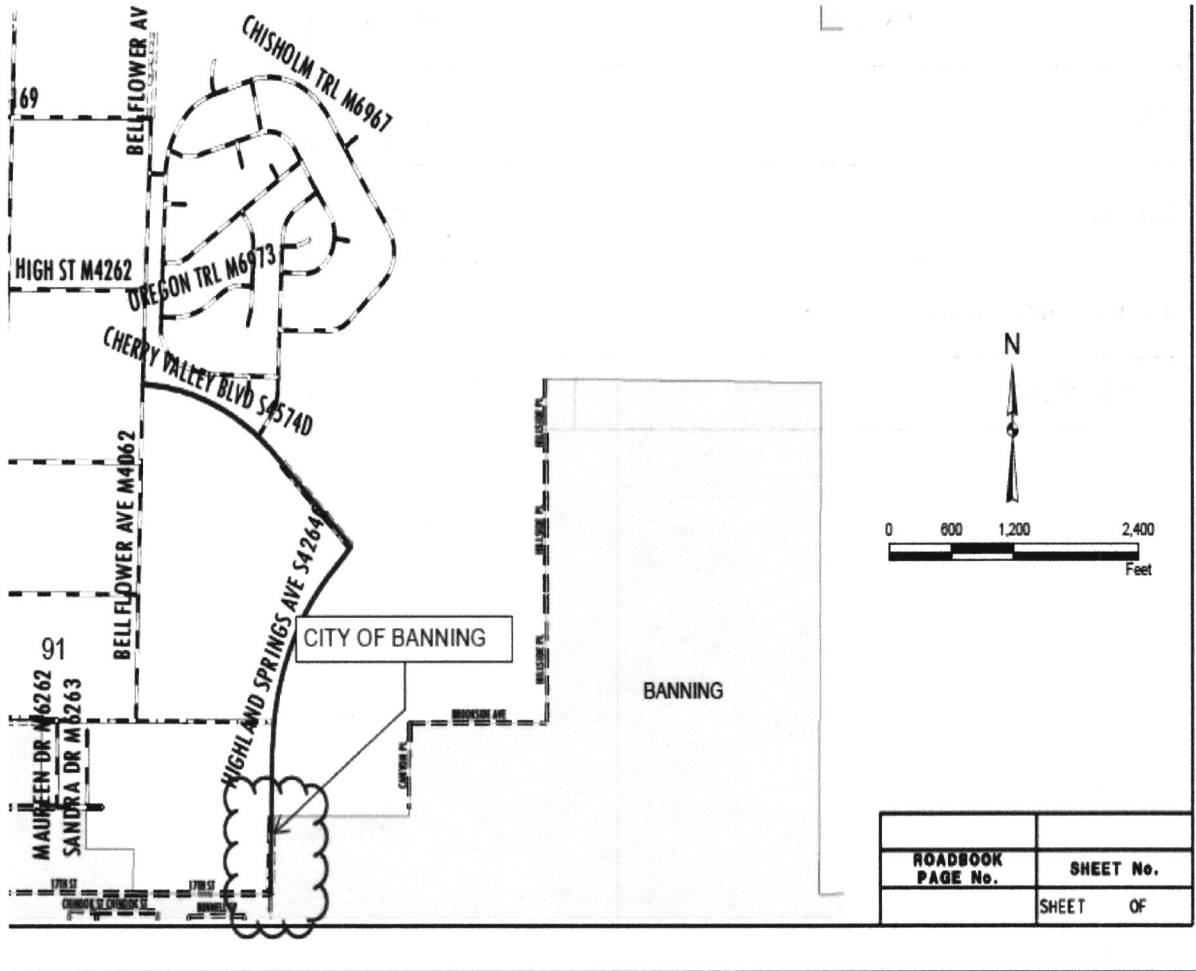
Caroline Patton

PRINTED NAME

City Clerk

EXHIBIT A

VICINITY/ CITY PROJECT MAP



ROADBOOK PAGE No.	SHEET No.
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EXHIBIT B

CITY PROJECT BUDGET

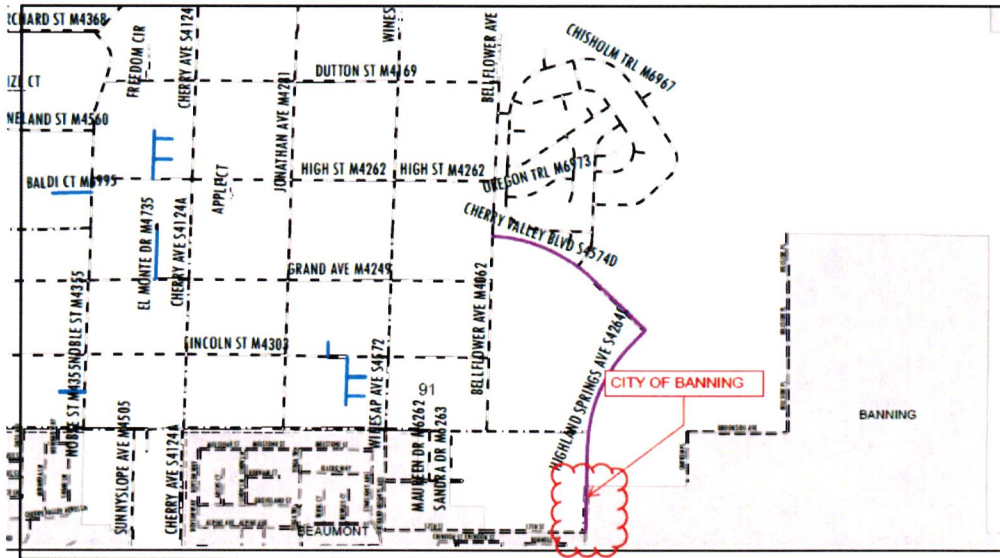
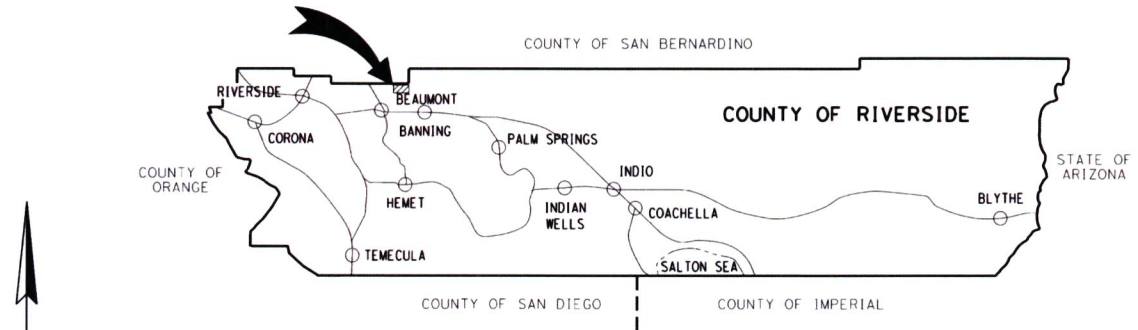
ESTIMATED COSTS:

TASK	COSTS
Construction	\$7,000.00
Contingency	\$1,000.00
Administration, Inspection & Testing	\$2,000.00
<b>TOTAL COST</b>	<b>\$10,000.00</b>

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COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

BANNING AREA  
SLURRY SEAL AND CURB RAMP  
ACCESSIBILITY PROJECTS  
FISCAL YEAR 2024/2025



VICINITY MAP