

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



**ITEM: 3.91
(ID # 25754)**

MEETING DATE:
Tuesday, August 27, 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 Menifee for Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure for Fiscal Year 2024/25. District 3. [\$14,850 Total Cost – Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and the City of Menifee for Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure; and
2. Authorize the Chairman of the Board to execute the same.

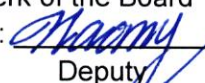
ACTION:Policy


Dennis Acuna, Director of Transportation 8/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: August 27, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 14,850	\$ 0	\$ 14,850	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Menifee (100%). There are no General Funds used for this agreement.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Menifee (CITY) is constructing the new overcrossing bridge structure over I-215 at Holland Road and has determined that the CITY requires engineering services to perform profilograph testing to measure surface smoothness and identify areas of surface irregularities of the bridge deck. The bridge structure is approximately 488 feet long and has a total of 4 travel lanes consisting of two lanes and a shoulder in each direction. The engineering services to be provided will include data collection of the surface irregularities for all lanes and shoulders using a profilograph machine, delineating the irregularity areas (rough pavement), and data reporting of the surface defects.

The CITY has reached out to the Transportation Department (COUNTY) to perform the profilograph testing due to the COUNTY's experience and expertise in delivering such services and its certification to perform profilograph testing in the State of California.

This Service Agreement between the COUNTY and the CITY outlines each agency's responsibilities for the required profilograph testing of the bridge structure and obligates the City to fund 100% of the engineering services to be performed.

The COUNTY will provide the testing and has no obligation to fund any portion of the services within the CITY's jurisdiction.

This Service Agreement was approved by the CITY on August 12, 2024.

County Counsel has approved the agreement as to legal form.

Project Number: Z6140292

Impact on Residents and Businesses

The proposed surface smoothness testing will improve safety and enhance operational efficiency for traffic on the City's bridge deck structure within Riverside County.

Additional Fiscal Information

CITY will be 100% responsible for the cost of these engineering services.

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

Contract History and Price Reasonableness

N/A

Attachments:

Vicinity Map

Agreement



Jason Farin, Principal Management Analyst 8/20/2024



Aaron Gettis, Chief of Deputy County Counsel 8/15/2024

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you
Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF MENIFEE

FOR

PROFILOGRAPH TESTING OF THE I-215/HOLLAND ROAD OVERCROSSING BRIDGE STRUCTURE

This Agreement is entered into this 27 day of August, 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 Menifee, a municipal corporation, (hereinafter "CITY") for profilograph testing of the I-215/Holland Road Overcrossing Bridge Structure 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 is constructing the new overcrossing bridge structure located over Interstate 215 at Holland Road, within Riverside County ("PROJECT"); and
- B. WHEREAS, CITY has determined that it requires engineering services to perform profilograph testing for measuring surface smoothness and defining areas of surface irregularities on one concrete structure as described on the attached Scope of Work and Cost Estimate; and
- C. WHEREAS, COUNTY is fully qualified and certified in the State of California to perform such engineering services by virtue of its experience, training, and the expertise of its employees; and
- D. WHEREAS, CITY desires to work with the COUNTY to obtain profilograph testing services and reporting as agreed below in furtherance of CITY's PROJECT.

AGREEMENT

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

SECTION 1 • COUNTY AGREES TO:

- 1. Provide profilograph testing and reporting services outlined and specified in Exhibit 1, Scope of Work and

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

Cost Estimate, attached hereto and by this reference incorporated herein.

2. Furnish a tester certified in the State of California to perform the profilograph testing conforming to Caltrans Standard Testing Method (CT 547).
3. Furnish support staff to assist the certified tester in preparation and inspection of equipment to assure that the testing is performed in accordance with the Scope of Work and Caltrans Standard Testing Method (CT 547).
4. Furnish CITY with a complete report of the profilogram within two (2) working days following the completion of the testing. Electronic copies of completed reports will be available if CITY desires. If electronic copies are provided, they will be electronically mailed to CITY.
5. Furnish CITY an invoice of expenses within thirty (30) days following the completion of the testing.

SECTION 2 • CITY AGREES TO:

1. Fund one hundred percent (100%) of the cost of the services set forth in Section 1 provided by COUNTY to CITY pursuant to this Agreement (hereinafter "Services"). CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit 1, CITY will in good faith amend this Agreement to include any such costs under this Agreement.
2. Issue, at no cost to COUNTY, upon proper application by COUNTY, an encroachment permit authorizing entry onto CITY right-of-way to complete the required testing.
3. Provide at no cost to COUNTY, a representative from the CITY to coordinate and assist the COUNTY during the testing procedure and to assure facilities or structures meet the criteria specified under Requirements in the Scope of Work and as required by this Agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. Period of Performance: This Agreement shall be effective upon signature of this Agreement by the authorized representatives of both PARTIES and shall continue through December 31, 2024. Testing by COUNTY of the concrete structure referred to herein which lies within Caltrans right of way shall not be commenced until an authorization to start work has been issued by CITY.
2. Compensation: CITY shall reimburse COUNTY for the cost of rendering the required Services hereunder at the estimated cost detailed in Exhibit 1. CITY shall pay COUNTY for Services within thirty (30) days of

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

receipt of COUNTY's invoice.

3. Availability of Funding: COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the Services will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the Services, nor shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the Services, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete the Services, the PARTIES agree to meet and confer and collectively work to identify adequate funding for the Services.
4. Alternation: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
5. Hold Harmless/Indemnification:

5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as COUNTY Indemnitees) from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CITY shall defend the COUNTY Indemnitees, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards) in any such claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY Indemnitees as set forth herein. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY (and COUNTY Indemnitees) from any

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

liability for the action or claim involved.

5.2 COUNTY shall indemnify and hold harmless the City of Menifee, its elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as CITY Indemnitees) from any liability, claim, damage or action whatsoever, based or asserted upon any actions of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. COUNTY shall defend the CITY Indemnitees, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards) in any such claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY Indemnitees as set forth herein. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY (and CITY Indemnitees) from any liability for the action or claim involved.

6. Termination: CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all Services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all Services rendered prior to the notice of termination and for any Services authorized in writing by CITY thereafter. In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this Agreement upon fifteen (15) days written notice to CITY.
7. Records: CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the profilograph testing of the I-215/Holland Road Overcrossing Bridge Structure for a period of three (3) years from the date of the completion of the testing.

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

8. Counterparts; Electronic Signature: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

COUNTY:

Riverside County Transportation Department

Attn: Dennis Acuna

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

CITY:

City of Menifee

Attn: Nicolas Fidler

Public Works Director

29844 Haun Rd.

Menifee, CA 92586

Phone: (951) 672-6777

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 8/12/2024

DENNIS ACUNA

Director of Transportation

APPROVED AS TO FORM:

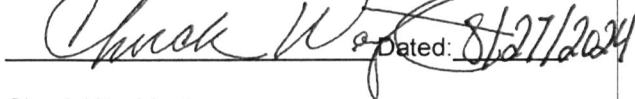
COUNTY COUNSEL

 Dated: _____

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: 8/27/2024

Chuck Washington

Chair, Riverside County Board of Supervisors

ATTEST:

 Dated: 8/27/2024

KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

CITY OF MENIFEE Approvals

APPROVED BY:

_____ Dated: _____

Armando G. Villa

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

Jeffrey T. Melching

City Attorney

ATTEST:

_____ Dated: _____

Stephanie Roseen

City Clerk

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

EXHIBIT 1

SCOPE OF WORK AND COST ESTIMATE

I. SCOPE OF WORK

The testing includes profiling the total segment of the structure and marking the “must grind” bumps while the testing is in progress (real-time). It is anticipated to have multiple bumps on the initial run of the test due to the placement and finishing techniques of the structural concrete during construction. These multiple bumps and marking of the high spots or “must grind” constitutes to the higher cost when compared to the subsequent and final profiling cost below. The profile report is included in the cost below.

Surface profiles will be performed at the completion of the bridge structures. Profiles will be run as follows:

Structure No. 1 Holland Road Overcrossing

Segment (Lane)	No. of Profiles	Length per Profile	Total Length
Inside Shoulder	1	488'	488'
#1 Lane	2	488'	976'
#2 Lane	2	488'	976'
#3 Lane	2	488'	976'
#4 Lane	2	488'	976'
Outside Shoulder	1	488'	488'
Total			4880'

II. COST ESTIMATE

Below is the estimated costs to do the Services:

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

Structure No. 1

1.) Initial Profile Testing (1 day)	\$8,700
2.) Subsequent & Final	
Profile Testing	\$4,800
10% contingency	\$1,350
TOTAL COST ESTIMATE:	\$14,850

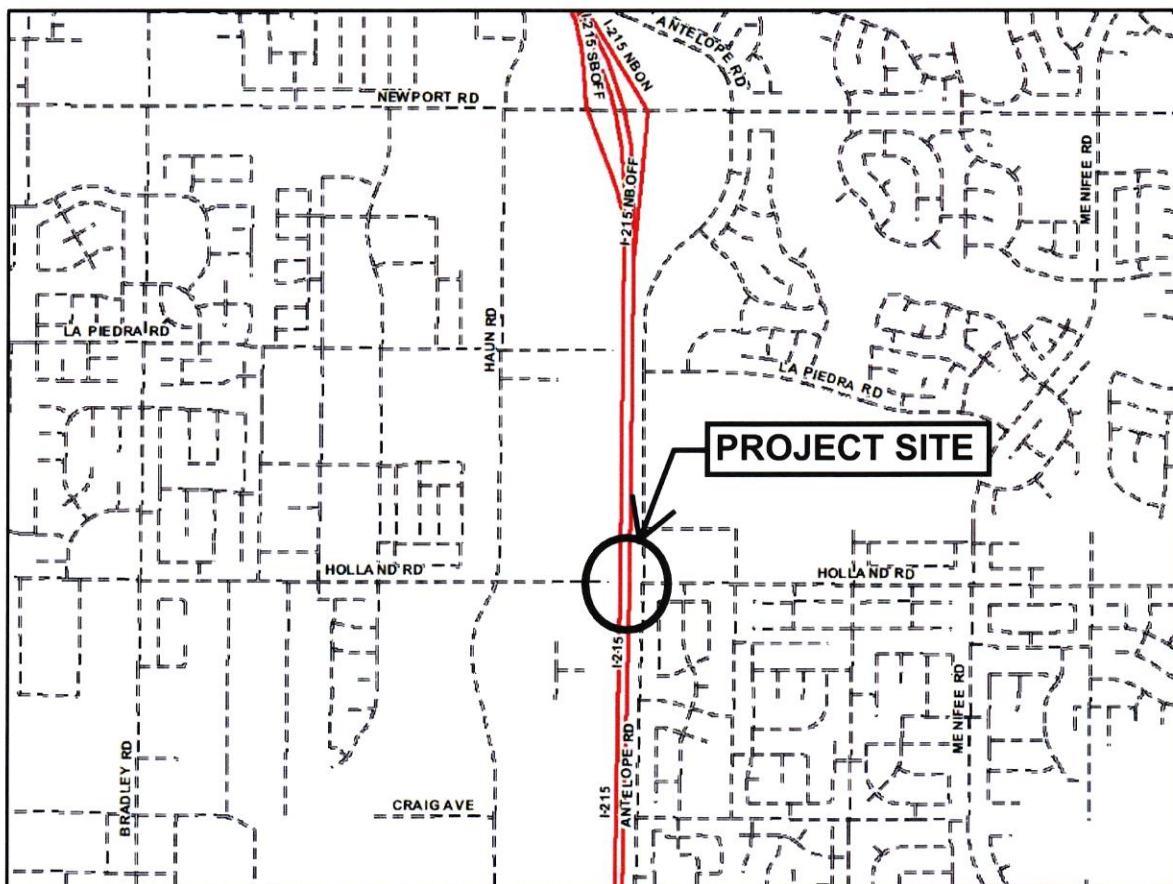
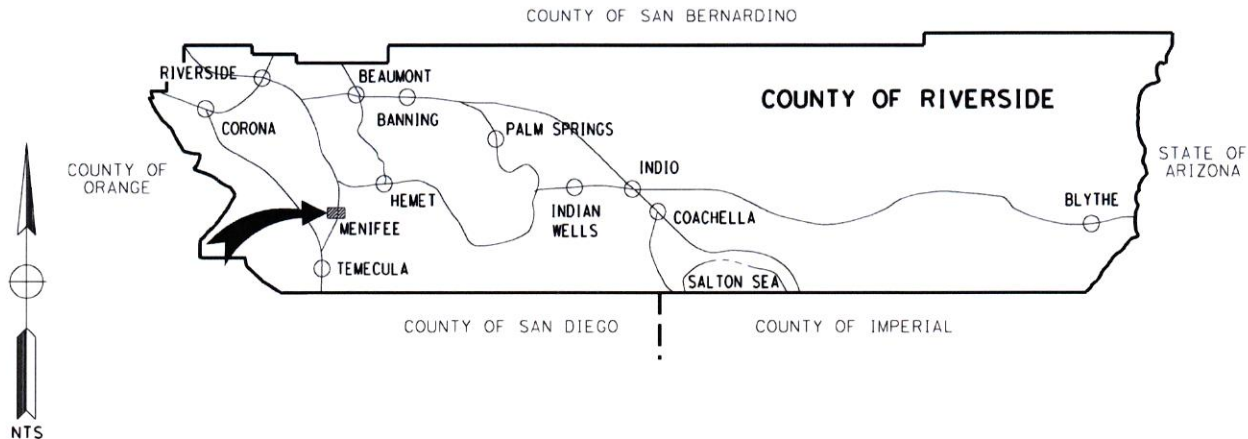
REQUIREMENTS

The Cost Estimate provided includes the following requirements and/or assumptions:

1. The surface to be tested is free of all debris, obstructions, and construction equipment prior to testing.
2. In order to fully evaluate the smoothness of the completed structure surfaces, it is advisable to perform the profile test when the deck, approach slabs, and the adjoining 60 feet (minimum) of approach pavement are complete. This ensures the entire bridge structure is tested for surface smoothness.
3. Testing is performed during regular business hours, Monday – Friday from 7am to 5pm.
4. Profile cattracks are pre-marked prior to testing by the CITY.
5. Traffic control is provided by the CITY when testing is in conflict with public traffic.

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

CITY OF MENIFEE
HOLLAND ROAD BRIDGE AT I-215



TOWNSHIP 6S RANGE 3W
COUNTY ROADBOOK PAGE No. 71

VICINITY MAP

Thank you
Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

SERVICE AGREEMENT BY AND BETWEEN

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RECEIVED BY RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2024 OCT -8 AM 10:14

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

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Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

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Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

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Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

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Riverside County Transportation Department

Attn: Dennis Acuna

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

CITY:

City of Menifee

Attn: Nicolas Fidler

Public Works Director

29844 Haun Rd.

Menifee, CA 92586

Phone: (951) 672-6777

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 8/12/2024

DENNIS ACUNA

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

[Signature] Dated: _____

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

[Signature] Dated: 8/27/2024

Chuck Washington

Chair, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: 8/27/2024

KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

CITY OF MENIFEE Approvals

APPROVED BY:

_____ Dated: _____

Armando G. Villa

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

Jeffrey T. Melching

City Attorney

ATTEST:

_____ Dated: _____

Stephanie Roseen

City Clerk

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

DENNIS ACUNA

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

_____ Dated: _____

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

Chuck Washington

Chair, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

CITY OF MENIFEE Approvals

APPROVED BY:

Armando G. Villa Dated 8/12/2024

Armando G. Villa

City Manager

APPROVED AS TO FORM:

Jeffrey T. Melching, City Attorney Dated 8/12/2024

Jeffrey T. Melching

City Attorney

ATTEST:

Stephanie Roseen Dated 8/12/2024

Stephanie Roseen

City Clerk

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

EXHIBIT 1

SCOPE OF WORK AND COST ESTIMATE

I. SCOPE OF WORK

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Outside Shoulder	1	488'	488'
Total			4880'

II. COST ESTIMATE

Below is the estimated costs to do the Services:

Profilograph Testing of the I-215/Holland Road Overcrossing Bridge Structure

Structure No. 1

1.) Initial Profile Testing (1 day)	\$8,700
2.) Subsequent & Final	
Profile Testing	\$4,800
10% contingency	\$1,350
TOTAL COST ESTIMATE:	\$14,850

REQUIREMENTS

The Cost Estimate provided includes the following requirements and/or assumptions:

1. The surface to be tested is free of all debris, obstructions, and construction equipment prior to testing.
2. In order to fully evaluate the smoothness of the completed structure surfaces, it is advisable to perform the profile test when the deck, approach slabs, and the adjoining 60 feet (minimum) of approach pavement are complete. This ensures the entire bridge structure is tested for surface smoothness.
3. Testing is performed during regular business hours, Monday – Friday from 7am to 5pm.
4. Profile cattracks are pre-marked prior to testing by the CITY.
5. Traffic control is provided by the CITY when testing is in conflict with public traffic.