

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

NEW MEXICO APPLIED RESEARCH ASSOCIATES, INC.

Pavement Management Program Annual Services (2026-2028)
(RFP No. 2537)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and NEW MEXICO APPLIED RESEARCH ASSOCIATES, INC., a New Mexico corporation authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Pavement Management Program Annual Services (2026-2028) (RFP No. 2537) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for three (3) years from the Effective Date, unless otherwise terminated pursuant to the provisions herein. The term may be extended for two (2) additional one (1)-year periods, upon written mutual agreement of the parties.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Four Hundred Thirty-One Thousand Four Hundred Fifty-Four Dollars (\$431,454.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the Services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department
City of Riverside
Attn: Ed Lara
3900 Main Street
Riverside, CA 92522

To Consultant

Applied Research Associates, Inc.
Attn: Gregory Starks
4300 San Mateo Blvd. NE, Suite A-220
Albuquerque, NM 87110

With a copy to:
Attn: Phillip Donovan
165 South Chestnut Street
Ventura, CA 93001

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C," attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors, and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant or to Consultant's employees, subcontractors, and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents, and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or anyone employed by or working under the Consultant, or for Services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or Services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns, and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless the City and the City’s employees, officers, managers, agents, and council members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory, or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or anyone employed by or working under the Consultant, or for Services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or Services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant; or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns, and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect, and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory, or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations, or duties of the Consultant, or anyone employed by or working under the Consultant, or for Services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or Services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms, and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees, and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either: 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage; or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees, and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates, along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees, and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees, and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, and agents for Services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the Services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage, or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings, and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title, and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation, and enforcement of its copyright in such work, such assistance to be provided at

City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C," have any real property, business interests, or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by Consultant or in any way affect the performance of Services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances, and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the Services provided herein shall conform to all ordinances, policies, and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's Services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's Services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress, and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee, or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military, and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right, and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital 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 for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. 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 certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers is to sections in the Agreement unless, expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

NEW MEXICO APPLIED RESEARCH
ASSOCIATES, INC., a New Mexico corporation
authorized to do business in California

By: _____
City Manager

By: William R. Vavrik
Print Name: William R. Vavrik
Title: Senior Vice President
(Signature of Board Chair, President, or Vice
President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: Michael W Royer
Print Name: Michael W Royer
Title: CFO/Secretary/Treasurer/SVP
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer or Assistant Treasurer)

By: Julia Menace
Chief Financial Officer

Approved as to Form:

By: Tom A. [Signature]
Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A – Scope of Services

Each Company shall address their approach and ability to provide the following PMP services for approximately 900 centerline miles:

- 1) The Company shall convert the City's pavement management system to the StreetSaver software from the existing Lucity software, ensuring the implementation aligns with the City's best practices. The Company shall advise the City within their submitted proposal if StreetSaver adheres to the City's procurement requirements for new applications by completing the New Application Checklist included herein as Exhibit "G".
 - a) Data Migration: The Consultant shall develop and execute a comprehensive Data Migration Plan to support a seamless transition from the City's existing pavement management system to StreetSaver, including all historical pavement, GIS, and maintenance/rehabilitation data relevant to the PMP scope described herein. The Migration Plan shall, at a minimum, identify data sources, data mapping between Lucity and StreetSaver, data cleansing and validation steps, test migration activities, final cutover procedures, and a detailed migration schedule aligned with the project milestones. The Consultant shall coordinate closely with City IT and Public Works staff to minimize system downtime, ensure continuity of operations during migration, and document any data gaps or assumptions for City review and approval prior to final cutover
 - b) Integration with other systems: The Consultant shall evaluate and identify opportunities to integrate StreetSaver to streamline operations and reduce duplicate data silos with City's enterprise systems. As part of this effort, the Consultant shall develop an integration approach, define data exchange workflows, and specify required interfaces or file formats to support routine sharing of pavement inventory, condition, work history, and project programming data between systems. Where feasible within the project budget, the Consultant shall implement or assist the City in implementing agreed upon integrations (such as GIS linkages, import/export processes, or API-based connections) and provide comprehensive documentation to enable City staff to maintain these integrations over the term of the Agreement.
 - c) Decommissioning of the current system: The Consultant shall support the orderly decommissioning of the City's current pavement management system once StreetSaver is fully implemented and accepted by the City. This support shall include: confirming that all required pavement-related data has been successfully migrated and validated in StreetSaver; providing a final export and archive strategy for any residual pavement



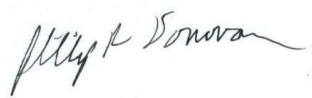
3900 Main Street
Riverside, CA 92522

**Request For Clarification #1
MAY 19, 2026**

**RFP #2537
PAVEMENT MANAGEMENT PROGRAM ANNUAL SERVICES**

CERTIFICATION OF RECEIPT OF CLARIFICATION

I certify that I have received this clarification on behalf of the company listed below:

Signed:  Dated: 05/20/2026

Name and title: Phillip Donovan, Ph.D., P.E., Principal Engineer

Company: Applied Research Associates, Inc.

Email: PDonovan@ara.com

Request For Clarification #1 **TO RFP #2537**

Request For Clarification #1 (“RFC #1”) is considered to be part of the Request for Proposal (“RFP”). All other terms of the RFP remain unchanged and in effect. This RFC #1 is intended to provide additional clarification to the Company’s submitted proposal to the above-referenced RFP. Any information contained herein will be considered part of the RFP, and as such will be used in the evaluation of the bid responses. This is not a request for an updated or amended proposal, this is simply a request for clarification on how your proposal as submitted meets the requirements stated in the City RFP.

Please return RFC #1 by completing and returning all pages with a signed cover page before **MAY 22, 2026, 2:00 PM Pacific Time** to Ja@riversideca.gov. Late responses will deem the Company non-responsive and will not be considered for award.

1. RFBP 2537 – Exhibit A – Scope of Services

Action Required: Please provide answers to the following supplemental questions.

1) The City wants to utilize 3D Laser Crack Measurement Systems (LCMS) to collect its pavement distress data. Please confirm LCMS will be utilized to complete the pavement distress surveys. If not, please explain why your firm will not utilize this technology. Please also confirm that this technology is included in your submitted cost proposal.

2) The City wants to utilize StreetSaver as its pavement management software. Please confirm this software will be furnished and implemented for the City and is included in your submitted cost proposal. Please also explain your methodology for converting the City’s current Lucity database into StreetSaver and what issues, if any, your firm might foresee with this conversion.

3) The City will require inclusion of a Roughness Index and Structural Index calculation to determine final PCI for each segment of roadway throughout the City. Please explain how this data will be collected, calculated, and incorporated into StreetSaver so StreetSaver reports the final PCI.

Question 1 — The City wants to utilize 3D Laser Crack Measurement Systems (LCMS) to collect its pavement distress data. Please confirm LCMS will be utilized to complete the pavement distress surveys. If not, please explain why your firm will not utilize this technology. Please also confirm that this technology is included in your submitted cost proposal.

Confirmed. ARA will use the 3D Laser Crack Measurement System (LCMS) to complete all pavement distress surveys across the City's 900 centerline miles. ARA owns and operates LCMS equipment as part of its 3D laser data collection fleet, and the system will be deployed for the City of Riverside project for the duration of the agreement.

All costs associated with LCMS-based data collection, including equipment mobilization, automated field data collection, data processing, and distress rating, are fully included in our submitted Cost Proposal (Exhibit E) under Task 3 (Complete Network Condition Surveys), lump sum of \$274,485 for Year 2026. No additional charges will apply.

Question 2 — The City wants to utilize StreetSaver as its pavement management software. Please confirm this software will be furnished and implemented for the City and is included in your submitted cost proposal. Please also explain your methodology for converting the City's current Lucity database into StreetSaver and what issues, if any, your firm might foresee with this conversion.

Confirmed. ARA will implement StreetSaver as the City's pavement management software for the duration of the agreement, as described in Exhibit F and priced in Exhibit E.

StreetSaver licensing, configuration, and platform technical support will be provided through DevMecca, LLC, the firm that develops and maintains StreetSaver on behalf of MTC. DevMecca is a named subcontractor in our proposal (Exhibit F, p. 6). ARA maintains a direct working relationship with DevMecca and has already engaged them to scope the Lucity-to-StreetSaver migration for this project, which allows us to coordinate platform-specific decisions directly with the developer rather than through a reseller.

Cost Inclusion. All costs associated with StreetSaver implementation, including software licensing, data migration support, system configuration, GIS integration, data loading, quality assurance, and ongoing technical support, are included in Task 2 (StreetSaver Implementation milestone). StreetSaver onsite training is separately included as Task 6.

Migration Methodology. ARA will execute a structured, field-by-field Data Migration Plan developed in coordination with DevMecca. The process begins with a comprehensive audit of the existing Lucity database against the City's current GIS centerline shapefiles, verifying segment IDs, street names, from/to limits, functional classification, surface type, lane count, length, width, and area for every segment. Once the inventory is reconciled, all

pavement records, GIS attributes, and maintenance and rehabilitation history are mapped field-by-field from Lucity to StreetSaver. DevMecca provides import specifications and platform-specific field requirements to ensure compatibility with the current StreetSaver version. Any discrepancies between Lucity and GIS records are documented in a formal exception report and resolved with City staff before loading. A test migration is then completed and submitted for City review and written approval prior to final cutover. The live cutover is scheduled with City IT and Public Works at the least disruptive time, with ARA committing to no more than one day of database downtime during the data loading process. Following acceptance, ARA supports the orderly decommissioning of Lucity, including final export and archival of any residual data.

Anticipated Issues and Mitigations. The most common challenges in a Lucity-to-StreetSaver migration fall into a few categories, all of which are addressed in our approach.

1. Schema differences between Lucity and StreetSaver field structures are addressed through DevMecca's direct involvement in the field mapping exercise and validation of import file specifications.
2. Inventory discrepancies between Lucity and the City's GIS centerlines (missing segments, outdated classifications, mismatched widths or lengths) are identified and resolved during the reconciliation phase before any data is loaded.
3. Preservation of the 2025 PMP blended PCI methodology (50% SDI + 25% RI + 25% SI for arterials and collectors, 67% SDI + 33% RI for locals) requires configuration of StreetSaver's PCI engine to maintain the same weighting and produce comparable scores against the 2025 baseline. This configuration step is included in Task 2.
4. Maintenance and rehabilitation history continuity is essential for deterioration model calibration, and all historical M&R records will be migrated, verified post-load against Lucity exports, and validated through spot checks before live cutover.
5. Timely access to source data (Lucity exports, GIS shapefiles, and maintenance history) is assumed to be provided by the City within 30 days of NTP, as stated in the Cost Proposal ground rules.

Question 3 — The City will require inclusion of a Roughness Index and Structural Index calculation to determine final PCI for each segment of roadway throughout the City. Please explain how this data will be collected, calculated, and incorporated into StreetSaver so StreetSaver reports the final PCI.

ARA will calculate both a Roughness Index (RI) and a Structural Index (SI) consistent with the methodology established in the 2025 PMP Report, ensuring full continuity with the City's existing blended PCI framework. The detailed approach is described in Exhibit F (pp. 29–31) and summarized below.

Roughness Index (RI). RI is derived from the International Roughness Index (IRI), collected continuously across the network using the vehicle's inertial laser profiling system. The profiler complies with ASTM E950-09 and AASHTO MP328-14. IRI is calculated from the longitudinal pavement profile per ASTM E1926 and reported in inches/mile. The IRI value is then converted to a 0–100 RI scale using the formula established in the 2025 PMP Report:

$$RI = (11 - 3.5 \times \ln(IRI)) \times 10$$

Structural Index (SI), Arterials and Collectors. ARA will conduct Falling Weight Deflectometer (FWD) testing on arterial and collector segments with PCI values between 25 and 55, where structural data has the greatest decision-making value. Approximately 67.5 centerline miles and over 2,800 test points are anticipated based on the 2025 PMP network inventory. FWD testing is performed in both directions at 250-foot intervals in accordance with ASTM D4694 and AASHTO T256. Following field testing, ARA performs pavement layer backcalculation to determine in-situ elastic moduli and the effective structural number (SN_{eff}). The required structural number (SN_{req}) is determined from AASHTO 1993 guidelines using functional classification-based traffic data and subgrade resilient modulus. Structural capacity loss is calculated as:

$$SN_{loss} = \frac{100 \times (SN_{req} - SN_{eff})}{SN_{req}}$$

SN_{loss} is then converted to a 0–100 SI value using the sigmoid function from the 2025 PMP Report:

$$SI = \frac{100}{1 + e^{a \times (SN_{loss} - b)}}$$

Where $a = 0.05$ and $b = 40$

Structural Performance, Local and Minor Streets. Consistent with the 2025 PMP Report methodology, local and minor streets are assigned a structural classification (Weak, Moderate, or Strong) based on load-associated distress patterns (alligator cracking severity and extent, rutting depth) captured during the survey.

Final PCI Calculation in StreetSaver. SDI, RI, and SI values are loaded into StreetSaver at the segment level, where StreetSaver is configured to calculate the final blended PCI using the same weighting framework as the 2025 PMP Report:

- **Major Arterial and Collector PCI** = 50% SDI + 25% RI + 25% SI
- **Local and Minor PCI** = 67% SDI + 33% RI

StreetSaver's native analysis engine, including deterioration modeling, scenario analysis, and treatment optimization, currently operates on PCI as a single composite index. To fully leverage the individual condition indices in the City's decision-making process, ARA will coordinate with DevMecca to incorporate RI, SI, and SDI as independent data fields within the platform, enabling the City to query, filter, and evaluate pavement needs based on roughness, structural capacity, and surface distress individually rather than relying solely on the blended PCI. This enhancement will allow more targeted treatment selection and strengthen the technical basis for the City's 10-year CIP.

data remaining in Lucity; and furnishing a decommissioning checklist for City staff use. The Consultant shall coordinate with City staff to establish a mutually agreed cutover date, provide post cutover support for troubleshooting any pavement related data issues, and recommend best practices for retaining archived data to satisfy operational, reporting, and public records requirements

- 2) The Company shall review and audit the City's database inventory of the City's roadway network for accuracy (e.g. GIS/PMP linkage, functional class, surface type, length, width, and number of lanes) and make any necessary changes before and after the conversion.
- 3) The Company shall provide an inventory of total centerline miles surveyed in the field by classification of roadway including Arterials, Collectors, Local Streets, and Alleys, including all new public City streets added to the network.
- 4) The Company shall modify the database as necessary to sectionalize the roadway network into adequate management sections.
- 5) The Company shall update maintenance and rehabilitation history as available from the City.
- 6) The Company shall establish the decision trees within StreetSaver based on the City's preferred treatment strategies. All existing and desired treatments and unit costs will be entered.
- 7) The Company will perform field evaluation inspections for approximately 900 centerline miles.
- 8) The Company shall recommend the street evaluation strategy utilizing distress surveys in a manner consistent with StreetSaver practices and procedures.
- 9) The Company may perform automated surveys according to the distress definitions and descriptions included in the ASTM D 6433-11 Standard. The Company will use their method to complete the automated survey and provide the inspection data in the format of distress type, severity, and quantity to MTC within the City's pavement management database. The Company may also be subject to further evaluation by the City as per the MTC-published "A User's Guide for Semi-Automated Pavement Distress Data Collection."

d) Survey (Gathering the Data): Data shall be collected as follows:

- Utilize automated surveys, utilizing video enhanced Laser Road Surface Tester (LRST), which includes use of lasers, video imaging and trained operator input, or a method deemed to be equivalent in reliability for the survey, rating 100% of the roadway surface. The consultant shall perform a walking survey on 2% of the street sections to be determined by City staff to verify results of LRST. All work shall be

performed on dry pavement and in light conditions favorable to crack detection. The consultant shall minimize impact to City traffic during the data collection and shall obtain a no-fee permit to perform the work.

- Consultant shall be provided with previous Lucity inventory, as well as GIS data of streets, to compare the two, verify widths and segment lengths, and confirm all streets and alleys from GIS data are represented in Lucity.
 - Consultant shall capture distress data to score each asphalt and concrete street and alley with a Pavement Condition Index (PCI) score based on ASTM D6433-11. All data entered into the system must undergo quality control measures and any errors generated shall be corrected.
 - **All Arterial surveys shall be completed with “two passes (one pass in each direction)” and all other segments can be completed with “one pass”.**
 - i. Data Processing: The pavement distress information is to be analyzed to determine type, quantity and severity.
 - ii. Pavement Analysis: The processed pavement distress information is to be analyzed to calculate surface distress index, roughness index, which then will be used to calculate the Pavement Condition Index (PCI) for the pavement. Life Cycle curves are to be developed and the critical PCI established using the critical PCI method.
- b) Perform automated inspection of the entire pavement area and surrounding off-site areas, including, without limitation, adjacent intersecting pavement, roadways, and slopes that may influence the pavement.
- c) Conduct deflection method or similar testing of road pavement for evaluating pavement strength and calculate Structural Index of pavement. During the last phase, Dynaflect device was used by the consultant for this purpose, and calculated Structural Index values were incorporated into PCI calculation.
- d) Identify the following in areas of distress:
- Types of distress and failure
 - Severity of distress and failure
 - Extent of distress and failure
- e) Perform a continuous objective pavement crack survey to measure the amount of transverse, longitudinal and alligator pavement cracking present. The Consultant shall classify pavement cracking according to

- the severity and extent of the cracking over the entire length of each pavement segment.
- f) Identify any areas that include poor construction of the original pavement installation or subsequent repairs; identify any open joints.
 - g) Create and populate city's existing database (or more recent version as directed by the city) including confirming/updating physical characteristics, pavement distress types, historical information and street classifications, etc.
- 10) The Company will implement a quality control plan ("QCP") with someone other than the initial pavement inspector performing a re-inspection of at least 10% of the total number of management sections inspected under this scope of work. Streets to be re-inspected will be selected and approved by the City after initial inspections are performed. In the QCP, the Company must specify minimum acceptance criteria for re-inspection that is equal or better than MTC's prequalification requirements:
- a) At least 50% of the PCI values for the inspection section must be within ± 5 PCI points of the reference, or "ground truth," PCI values.
 - b) No more than 12% of the PCI values for the inspected sections can be greater than ± 15 PCI points of the reference, or "ground truth," PCI values.
- 11) Company will perform data entry for all distresses found during pavement inspection into StreetSaver. Once completed, the Company will calculate the PCI for each street segment similarly to the sample report included in this RFP. Company should also provide PCI for each classification of roadway, and overall network PCI.
- 12) The Company will run budget and/or target-driven scenarios analyses and show impacts using GIS maps in the StreetSaver GIS Toolbox. Budgets and PCI calculations shall be provided based on estimate future revenues and historical data (trends), to maintain the current PCI and to improve the PCI in increments of 2 PCI points up to a PCI of 70.
- 13) The Company will provide recommendations for shortfalls on how the City can employ better preventive maintenance or pavement preservation strategies or increase funding by proposing a preferred future budget level.
- The Company will investigate full and partial rehabilitation options meeting the funding requirement for capital improvement and provide recommendations for applications to specific street sections. Options shall include all relevant rehabilitation strategies, such as recycling, overlays, full depth replacements, etc.
- 14) The Company will deliver a final report as outlined in the Cost Proposal. The final report must be presented in a single comprehensive document which

should include findings generated as other tasks described herein. The Company shall include clear and legible colored map exhibits as part of this report. The maps shall have the street names attached and shall depict varying ranges of overall condition index. Maps showing the attribute information as described in the project will be generated and included as an appendix in the final report. The Company shall provide the City a Draft copy for review prior to submitting the final report which shall include but not limited to:

- a) Executive summary outlining completed project
 - b) Methodologies utilized for field survey & budget analysis
 - c) Work history of completed street maintenance & rehabilitation
 - d) Current pavement conditions (PCI) in tabular form
 - e) Condition distribution by functional road classification
 - f) Projected annual repair/rehabilitation programs for road maintenance for all streets over the long-term recommended maintenance period to be determined by the Company.
 - g) Analysis that allows City to measure impact of cost on deferred maintenance periods. Exhibit showing PCI with limits, length, lanes and type of pavement. The number of lanes shall be inventoried to determine the number of lane miles with the City.
 - h) Exhibit showing proposed annual work to be performed based on available funding over the determined recommended maintenance period.
 - i) GIS map exhibit showing existing PCI rating and at the determined recommended maintenance period.
- 15) The Company will establish full linkage of pavement data to GIS map through the use of StreetSaver GIS Toolbox.
- 16) The Company shall deliver the final GIS Shapefiles compatible with StreetSaver and ArcGIS Pro.
- 17) The Company may be required to provide assistance to the City's staff for City Council presentations.
- 18) The Company will provide one-on-one or group training to the City's staff.
- 19) The Company shall provide support for implementation and utilization of the StreetSaver Software for the duration of the PSA.

EXHIBIT “B”
COMPENSATION

PMP COST PROPOSAL (2026-2028)

TASK	DESCRIPTION	UNIT	COST
1	Meetings (3 per year, including kick-off, data analysis/project selection, and presentations). Includes any travel expenses. Years 2026-2028	Per Meeting	\$4,613
2	Evaluate GIS Network for updates to classification system and accuracy of centerline totals. Includes evaluating previous PMP report and recommending options on how to improve. StreetSaver Implementation: This milestone covers all tasks required to implement the StreetSaver software, including project initiation, data audit and migration, system configuration, and integration with existing GIS system. It also includes establishing and loading pavement survey data and performing quality assurance checks. Year 2026	Lump Sum	\$33,588
3	Complete Network Condition Surveys. Includes equipment mobilization, automated field data collection (LRST), data processing and rating, and Falling Weight Deflectometer (FWD) structural testing on arterial and collector sections. Year 2026	Lump Sum	\$274,485
4	Evaluate Maintenance and Rehabilitation Strategies for current/future years. Years 2026-2028	Per Year	\$6,882
5	Funding Analysis & Developing Workplans for current/future years. Years 2026-2028	Per Year	\$7,443
6	StreetSaver Training (One Onsite Meeting per year). Years 2026-2028	Per Meeting	\$5,165
7	Final Report (Includes draft report and addressing City comments). Years 2026-2028	Per Report	\$7,798
TOTAL CONTRACT VALUE (3 Years)			\$431,456

Ground Rules and Assumptions

ARA's proposal is based on the following ground rules and assumptions. Should any of these be adjusted during negotiations, the proposed offer may be subject to change.

- ARA anticipates a Firm Fixed Price (FFP) agreement with no annual escalators, as stated in the RFP. Pricing is firm for the initial three-year term (2026-2028).
- The proposed period of performance is 36 months from date of award, with two optional one-year extensions as described in the RFP.
- All costs for software, licensing, labor (installation, programming, and training), field assessments and data entry, warranty and support, and applicable taxes are included within the task prices shown above. No additional charges will apply beyond the stated task prices.
- The City's roadway network is estimated at approximately 900 centerline miles based on RFP documentation. Final mileage will be confirmed during the GIS network evaluation (Task 2). Significant deviations from this estimate may warrant a scope adjustment.
- FWD structural testing scope assumes approximately 25% of arterial and collector sections fall within the PCI 25-55 range, totaling approximately 67.5 centerline miles and 2,851 test points. Actual quantities will be confirmed after the PCI survey is complete.
- The City will provide timely access to existing Lucity database exports, GIS centerline shapefiles, and maintenance history records within 30 days of NTP.
- The City will coordinate with ARA on scheduling 2% walking verification sections and provide reasonable access to all public streets during survey operations.
- ARA will invoice based on completion and City acceptance of deliverables and milestones tied to each Task, consistent with Section 1.7 of the RFP. Payment terms are net 30.
- Traffic control during FWD testing will be provided by Traffic Management, Inc. as a subcontractor.
- StreetSaver licensing, implementation, and support services will be provided by DevMecca, LLC as a subcontractor.
- This cost proposal shall remain valid for a period of one hundred twenty (120) days following the submission deadline of March 25, 2026.

EXHIBIT “C”

KEY PERSONNEL

Phillip Donovan