



## MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, September 14, 2022

LOCATION: BOARD ROOM  
County of Riverside Administrative Center  
4080 Lemon Street, First Floor, Riverside

## COMMISSIONERS

**Chair** – V. Manuel Perez

**Vice Chair** – Bob Magee

**Second Vice Chair** – Lloyd White

Kevin Jeffries, County of Riverside, District 1  
Karen Spiegel, County of Riverside, District 2  
Chuck Washington, County of Riverside, District 3  
V. Manuel Perez, County of Riverside, District 4  
Jeff Hewitt, County of Riverside, District 5  
Mary Hamlin / Alberto Sanchez, City of Banning  
Lloyd White / David Fenn, City of Beaumont  
Joseph DeConinck / Johnny Rodriguez, City of Blythe  
Linda Molina / Wendy Hewitt, City of Calimesa  
Jeremy Smith / Larry Greene, City of Canyon Lake  
Raymond Gregory / Mark Carnevale, City of Cathedral City  
Steven Hernandez / Denise Delgado, City of Coachella  
Wes Speake / Jim Steiner, City of Corona  
Scott Matas / Russell Betts, City of Desert Hot Springs  
Clint Lorimore / Todd Rigby, City of Eastvale  
Linda Krupa / Malcolm Lilienthal, City of Hemet  
Dana Reed / Donna Griffith, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio  
Brian Berkson / Guillermo Silva, City of Jurupa Valley  
Kathleen Fitzpatrick / Robert Radi, City of La Quinta  
Bob Magee / Natasha Johnson, City of Lake Elsinore  
Bill Zimmerman / Dean Deines, City of Menifee  
Yxstian Gutierrez / Edward Delgado, City of Moreno Valley  
Lisa DeForest / Cindy Warren, City of Murrieta  
Ted Hoffman / Katherine Aleman, City of Norco  
Jan Harnik / Kathleen Kelly, City of Palm Desert  
Lisa Middleton / Dennis Woods, City of Palm Springs  
Michael M. Vargas / Rita Rogers, City of Perris  
Ted Weill / Charles Townsend, City of Rancho Mirage  
Chuck Conder / Patricia Lock Dawson, City of Riverside  
Michael Heath / Alonso Ledezma, City of San Jacinto  
Maryann Edwards / Zak Schwank, City of Temecula  
Ben J. Benoit / Joseph Morabito, City of Wildomar  
To Be Appointed, Governor's Appointee Caltrans District 8

*Comments are welcomed by the Commission. If you wish to provide comments to the Commission, please complete and submit a Speaker Card to the Clerk of the Board.*



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

[www.rctc.org](http://www.rctc.org)

## **MEETING AGENDA\***

**\*Actions may be taken on any item listed on the agenda**

**9:30 a.m.**

**Wednesday, September 14, 2022**

**Board Room**

**County of Riverside Administrative Center**

**4080 Lemon Street, First Floor, Riverside, CA**

*In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting on the Commission's website, [www.rctc.org](http://www.rctc.org).*

*In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Commission meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.*

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three-minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

*Under the Brown Act, the Commission should not take action on or discuss matters raised during public comment portion of the agenda that are not listed on the agenda. Commission members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.*

**5. ADDITIONS / REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*

- 6. CONSENT CALENDAR** – *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

**6A. AB 361 DETERMINATION**

***Page 1***

***Overview***

This item is for the Commission to Reaffirm the findings in Resolution No. 22-007, “A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.” The findings are as follows:

- a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
- b. State or local officials have recommended measures to promote social distancing.

**6B. APPROVAL OF MINUTES – JULY 13, 2022**

***Page 6***

**6C. SINGLE SIGNATURE AUTHORITY REPORT**

***Page 25***

***Overview***

This item is for the Commission to receive and file the Single Signature Authority report for the fourth quarter ended June 30, 2022.

**6D. QUARTERLY SALES TAX ANALYSIS**

***Page 27***

***Overview***

This item is for the Commission to receive and file the sales tax analysis for the Quarter 1, 2022 (1Q 2022).

**6E. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, APRIL – JUNE 2022**

***Page 36***

***Overview***

This item is for the Commission to receive and file Quarterly Public Engagement Metrics Report for April – June 2022.



**6F. FISCAL YEAR 2022/23 ANNUAL LOCAL TRANSPORTATION FUND PLANNING ALLOCATIONS TO WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

***Page 45***

***Overview***

This item is for the Commission to approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of \$1,072,500 for Western Riverside Council of Governments (WRCOG) and \$585,000 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's FY 2022/23 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

**6G. 15 EXPRESS LANES MONTHLY STATUS REPORTS**

***Page 57***

***Overview***

This item is for the Commission to receive and file the 15 Express Lanes Monthly Reports for the six months from January to June 2022.

**6H. 91 EXPRESS LANES MONTHLY STATUS REPORTS**

***Page 112***

***Overview***

This item is for the Commission to receive and file the 91 Express Lanes Monthly Reports for the six months from January to June 2022.

**6I. CHANGE ORDER TO AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES AGREEMENT WITH KAPSCH TRAFFICOM USA TO PROVIDE OPERATIONS AND MAINTENANCES SERVICES FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR**

***Page 237***

***Overview***

This item is for the Commission to:

- 1) Approve Change Order No. 28 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to provide for operations and maintenance services of the Tolling System for the I-15/SR-91 Express Lanes Connector (15/91 ELC) in the amount of \$3,132,144; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order on behalf of the Commission.

**6J. FEDERAL FISCAL YEARS 2020 AND 2021 FEDERAL TRANSIT ADMINISTRATION'S SECTION 5310 ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM**

**Page 269**

**Overview**

This item is for the Commission to receive and file an update on the Federal Fiscal Years (FFY) 2020 and 2021 Federal Transit Administration's (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program.

**6K. FISCAL YEAR 2022/23 STATE OF GOOD REPAIR PROGRAM ALLOCATIONS**

**Page 280**

**Overview**

This item is for the Commission to:

- 1) Approve Resolution No. 22-016, "*Resolution of the Riverside County Transportation Commission Approving the FY 2022/23 Project List for the California State of Good Repair Program*";
- 2) Approve an allocation of \$4,376,624 related to Fiscal Year (FY) 2022/23 State of Good Repair (SGR) program funds to eligible Riverside County transit operators;
- 3) Authorize the Executive Director, or designee, to review, approve and submit projects to Caltrans which are consistent with SGR program guidelines and to execute and submit required documents for the SGR program, including the Authorized Agent Form; and
- 4) Authorize the Executive Director, or designee, to approve administrative amendments to the FY 2022/23 Short Range Transit Plans (SRTPs) for incorporation of the SGR funds, as necessary.

**6L. AGREEMENT FOR TRANSIT FUNDING HANDBOOK**

**Page 285**

**Overview**

This item is for the Commission to:

- 1) Award Agreement No. 22-62-089-00 to AMMA Transit Planning to develop the Transit Funding Handbook for a one-year term, in the amount of \$189,985, plus a contingency amount of \$9,500, for a total amount not to exceed \$199,485;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

**6M. AGREEMENTS FOR FREEWAY SERVICE PATROL TOW TRUCK SERVICE**

**Page 315**

***Overview***

This item is for the Commission to:

- 1) Award Agreement No. 22-45-085-00 to Royal Coaches Auto Body and Towing, LLC for Freeway Service Patrol (FSP) tow truck services on Interstate 215, Beat Nos. 18 and 19, for a five-year term, in the amount of \$3,197,457, plus a contingency amount of \$159,873, for a total amount not to exceed \$3,357,330;
- 2) Award Agreement No. 22-45-102-00 to Royal Coaches Auto Body and Towing, LLC for Freeway Service Patrol (FSP) tow truck services on State Route 91 and I-15 Express Lanes for a five-year term, in the amount of \$7,267,918, plus a contingency amount of \$363,396, for a total amount not to exceed \$7,631,314;
- 3) Approve Agreement No. 17-45-061-05, Amendment No. 5 to Agreement No. 17-45-061-00 with Pepe's Towing (Pepe's) for continued FSP services on Beat 18 & 19 for an additional six months through March 31, 2023 and to increase the hourly rate from \$67.75 to \$84.15. No additional funding is necessary, as the current contract amount is sufficient to cover the increased rate;
- 4) Approve Agreement No. 16-45-103-05, Amendment No. 5 to Agreement No. 16-45-103-00 with Steve's Towing (Steve's) for continued FSP services on the Commission's Express Lanes (Beats 91T and 15T) for an additional two months through March 31, 2023 and to increase the hourly rate from \$70.00 to \$84.00 for an additional amount of \$8,250 and a total amount not to exceed \$2,224,347;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 6) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

**7. 2022 AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN**

**Page 415**

***Overview***

This item is for the Commission to direct staff to implement the *2022 ADA Self-Evaluation and Transition Plan*.

**8. AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE FOR THE MID COUNTY PARKWAY PROJECT CONSTRUCTION PACKAGE NO. 3 ALONG RAMONA EXPRESSWAY**

***Page 421***

***Overview***

This item is for the Commission to:

- 1) Award Agreement No. 23-31-007-00 to Jacobs Engineering Group to prepare plans, specifications, and estimates (PS&E) for the Mid County Parkway Construction Package No. 3 (MCP3) from approximately one mile east of Rider Street to Warren Road along the Ramona Expressway (Project), in the county of Riverside in the amount of \$10,642,182 plus a contingency amount of \$2,357,818 for a total amount not to exceed \$13,000,000;
- 2) Approve the use of \$5,686,000 of state Senate Bill 1 Local Partnership Program (LPP) Formula funds for Project design;
- 3) Approve the use of \$7,314,000 of Transportation Uniform Mitigation Fee - Community Environmental Transportation Acceptability Process (TUMF-CETAP) funds for Project design;
- 4) Approve Cooperative Agreement No. 23-31-004-00 with County of Riverside Transportation and Land Management Agency (CRTLMA) for MCP3 final design, right of way (ROW) acquisition, construction, and maintenance. This agreement includes a \$1,000,000 contribution by CRTLMA to RCTC for the MCP 3 project;
- 5) Approve Agreement Nos. 23-31-005-00 and 23-31-006-00 with Rivers & Land Conservancy and the use of \$1,004,672 of Measure A funds for endowment toward the conservation easement of Sweeney and San Timoteo Canyon mitigation sites;
- 6) Approve the use of \$15,000,000 [\$13,279,500 of Surface Transportation Block Grant Program (STBG) and a match of \$1,720,500 of TUMF-CETAP] for right of way corridor (ROW) preservation within MCP Construction Package 2 (MCP2) limits;
- 7) Authorize the Executive Director, pursuant to legal counsel review, to finalize the conservation easement and endowment mitigation agreements on behalf of the Commission;
- 8) Authorize the Executive Director to make changes between fund types within the total amounts approved by the Commission to facilitate the most efficient use of funds;
- 9) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 10) Authorize the Executive Director or designee to approve contingency work as may be required for the Project.

**9. STATE AND FEDERAL LEGISLATIVE UPDATE**

***Page 531***

***Overview***

This item is for the Commission to receive and file an update on state and federal legislation.

**10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA**

**11. EXECUTIVE DIRECTOR REPORT**

**12. COMMISSIONER COMMENTS**

***Overview***

This item provides the opportunity for brief announcements or comments on items or matters of general interest.

**13. ADJOURNMENT**

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, October 12, 2022.**

# **AGENDA ITEM 6A**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	AB 361 Determination

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Reaffirm the findings in Resolution No. 22-007, *“A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.”* The findings are as follows:
  - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
  - b. State or local officials have recommended measures to promote social distancing.

**BACKGROUND INFORMATION:**

Since the onset of the COVID-19 in early 2020, California government agencies have been able to continue to discharge their legal responsibilities through the use of virtual teleconferencing platforms such as Zoom to hold public meetings that enabled agencies to meet and conduct business, comply with social distancing orders and most importantly, provide access to the public. In many cases, virtual meetings have actually enhanced public participation, particularly in larger counties including Riverside County where traveling to a public meeting can be inconvenient or require traveling a long distance. Both the RCA and RCTC have been meeting on Zoom since March of 2020, when many Executive Orders were issued by Governor Newsom in response to the pandemic. One such order altered Brown Act requirements to allow for virtual meetings.

Although transmission, hospitalization and death rates from COVID-19 have sharply declined since the original onset of the pandemic and subsequent Delta Variant surge, an air or uncertainty remains regarding the pandemic and many counties continue to recommend masking inside and social distancing. Given that environment and a desire to continue allowing for the flexibility of holding virtual meetings, the Legislature recently approved, and Governor Newsom signed, Assembly Bill 361 to temporarily allow for virtual meeting under proscribed circumstances.



## **AB 361**

Effective immediately, AB 361 amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology in certain circumstances. Under the Bill, legislative bodies can continue to meet remotely as long as there is a “proclaimed state of emergency” and the Commission can make either of the following findings: (a) state or local officials have imposed or recommended measures to promote social distancing or (b) whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The Governor proclaimed a State of Emergency on March 4, 2020 related to the COVID-19 pandemic, which State of Emergency continues to exist to this day. Further, both State and Riverside County officials continue to recommend the social distancing.

AB 361 requires specific procedural safeguards for the public. To accommodate individuals during these teleconferences and virtual meetings, a public comment period will be offered where the public can address the legislative body directly in real time. Additionally, public comments will be allowed up until the public comment period is closed at the meetings. The agenda will include information on the manner in which the public may access the meeting and provide comments remotely. If technical problems arise that result in the public’s access being disrupted, the legislative body will not take any vote or other official action until the technical disruption is corrected and public access is restored.

The attached Resolution allows the Board to implement AB 361 by making the findings discussed above. This findings will be in effect for 30 days or until the Board makes findings that the conditions listed therein long longer exist, whichever is shorter. The findings can be extended by the Board upon a finding that conditions supporting the findings included in the Resolution still exist. The authorization to meet remotely will apply to any Committees that meet during the 30-day effective period.

AB 361 will allow for virtual meetings during other state-proclaim emergencies, such as earthquakes or wildfires, where physical attendance may present a risk. AB 361 is scheduled to sunset January 1, 2024.

### **STAFF RECOMMENDATION:**

Reaffirm the findings in *Resolution No. 22-007, “A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361”*.

Attachment: Resolution No. 22-007

**RESOLUTION NO. 22-007**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION AUTHORIZING VIRTUAL BOARD AND  
COMMITTEE MEETINGS PURSUANT TO AB 361**

**WHEREAS**, the Riverside County Transportation Commission (“Commission”) is committed to preserving and nurturing public access and participation in meetings of the Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Citizens and Specialized Transit Advisory Committee, and Technical Advisory Committee; and

**WHEREAS**, all meetings of the Commission’s legislative bodies, including its Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Citizens and Specialized Transit Advisory Committee, and Technical Advisory Committee are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the Commission’s meetings; and

**WHEREAS**, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

**WHEREAS**, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

**WHEREAS**, pursuant to the Governor’s executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, Commission staff and Commissioners; and

**WHEREAS**, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

**WHEREAS**, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in the Commission, specifically, a state of emergency has been proclaimed related to COVID-19 and state or local officials are recommending measures to promote social distancing,

**NOW, THEREFORE, BE IT RESOLVED THAT THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. Consistent with the provisions of Government Code Section 54953(e), the Board of Commissioners finds and determines that (1) a state of emergency related to COVID-19 is currently in effect and (2) state or local officials have recommended measures to promote social distancing in connection with COVID-19.

Section 3. Remote Teleconference Meetings: Based on the findings and determinations included herein, the Board of Commissioners authorizes and directs any of its legislative bodies, including without limitation its Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Technical Advisory Committee, and Citizens and Specialized Transit Advisory Committee to conduct remote teleconference meetings under the provisions of Government Code Section 54953(e) and that such bodies shall provide public access to their meetings as provided in Section 54953(e).

Section 4. Full and Fair Access: In making the findings included herein the board specifically relies on Section 8(b) of Stats.2021, c.165 (A.B.361), § 3, eff. Sept. 16, 2021.) which provides as follows:

(b) The Legislature finds and declares that [the changes made by AB 361 to] Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

Section 5. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Board of Commissioners in accordance with Section 5 of this Resolution.

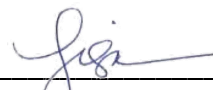
Section 6. Extension by Motion. The Board of Commissioners may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3). Any such extension may be made before or after the expiration of the preceding 30 day period.

PASSED AND ADOPTED by the Board of Commissioners of the Riverside County Transportation Commission this 9<sup>th</sup> day of March 2022, by the following vote:

APPROVED AND ADOPTED this 9<sup>th</sup> day of March, 2022.

  
\_\_\_\_\_  
V. Manuel Perez, Chair  
Riverside County Transportation Commission

ATTEST:

  
\_\_\_\_\_  
Lisa Mobley, Clerk of the Board  
Riverside County Transportation Commission



# **AGENDA ITEM 6B**

## **MINUTES**



# ***RIVERSIDE COUNTY TRANSPORTATION COMMISSION***

## **MEETING MINUTES**

Wednesday, July 13, 2022

### **1. CALL TO ORDER**

The Riverside County Transportation Commission was called to order by Vice Chair Bob Magee at 9:30 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

### **2. ROLL CALL**

#### **Commissioners/Alternates Present**

Ben J. Benoit  
Brian Berkson  
Chuck Conder  
Joseph DeConinck  
Maryann Edwards\*  
Raymond Gregory  
Waymond Fermon  
Kathleen Fitzpatrick  
Jan Harnik  
Ted Hoffman  
Linda Krupa  
Clint Lorimore\*  
Bob Magee  
Scott Matas

Linda Molina  
Dana Reed  
Jim Rogers  
Wes Speake  
Karen Spiegel\*  
Michael M. Vargas  
Cindy Warren  
Chuck Washington\*  
Ted Weill  
Lloyd White  
Dennis Woods\*  
Bill Zimmerman

#### **Commissioners Absent**

Yxstian Gutierrez  
Mary Hamlin  
Michael Heath  
Steven Hernandez  
Jeff Hewitt  
Kevin Jeffries  
V. Manuel Perez  
Jeremy Smith

\*Arrived after the meeting was called to order.

At this time, Commissioners Maryann Edwards, Clint Lorimore, Karen Spiegel, and Dennis Woods joined the meeting.

### **3. PLEDGE OF ALLEGIANCE**

Vice Chair Bob Magee led the Commission in a flag salute.

### **4. PUBLIC COMMENTS**

There were no requests to speak from the public.



## 5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

## 6. PUBLIC HEARING – COACHELLA VALLEY-SAN GORGONIO PASS RAIL CORRIDOR SERVICE PROGRAM – CERTIFICATION OF FINAL TIER 1/PROGRAM ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), CEQA FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVAL OF PROJECT

Sheldon Peterson, Rail Manager, presented an update for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program, highlighting the following areas:

- Program overview – A legend of the proposed Coachella Valley-San Gorgonio Rail Service
  - ✓ Passenger rail service studied
    - Two round trips per day between Los Angeles and Coachella Valley
    - Up to six potential stations east of Colton
- Project process
  - ✓ Bringing momentum to deliver daily rail service to the Coachella Valley
- Where we are in the process
  - ✓ 2016 Alternatives analysis
  - ✓ Current – Program – Level (Tier 1) EIS/EIR and service development plan
  - ✓ Future – Conceptual engineering and project level (Tier 2) environmental analysis
  - ✓ Future – Final design and construction and operations
- Service development plan – The hill model example from Colton to the Coachella Valley
  - ✓ Identifies operational feasibility, ridership, and costs
    - Rail modeling
      - 90 percent passenger trains on time
      - Minimal freight delay
    - More track capacity needed to keep passenger trains on time (triple track)
      - Need a passing track over the hill for passenger trains
- A map of the eastern section
  - ✓ Alternatives considered
    - The program-level (Tier 1) Draft EIS/EIR includes the analysis of:
      - Have two terminus options in the city of Indio or the city of Coachella
      - One reduced triple track option
  - ✓ The Program-Level Tier 1 Draft EIS/EIR the analysis of:

- No build
- Option No. 1 – Two round trips, eastern terminus – Coachella, six stations east of Colton, and new third track Colton to Coachella
- Option No. 2 – Two round trips, eastern terminus – Indio, five stations each of Colton, and new third track Colton to Indio
- Option No. 3 – Two round trips, eastern terminus – Indio, five stations each, Colton to approximately Mid Valley
- The benefits and its challenges for these options

At this time, Sheldon Peterson welcomed and introduced Kelly Czechowski, HDR Inc. to present additional details of the environmental process.

Kelly Czechowski presented an overview of the environmental process, highlighting the following areas:

- The environmental review processes
- Environmental tiering
  - ✓ Tier 1 – Regional context – Broad areas of potential effects
    - Train operations and routes
    - Infrastructure improvements
  - ✓ Tier 2 – Project-level – Site-specific impacts
    - Rail infrastructure
    - Station locations
- Environmental tiering
  - ✓ What does Tier 1 deliver
    - Program level impacts (800 – 1500 feet study area from tracks and station)
    - Identifies environmental risks/challenges to further study and mitigate
    - No environmental clearance for actual construction
- Summary of draft Tier 1/Program EIS/EIR
  - ✓ A list of the environmental topics analyzed
- Draft EIS/EIR Public Outreach
- Summary of final Tier 1/Program EIS/EIR
  - ✓ Comments received on the draft EIR
  - ✓ A list of the agencies and organizations – Received 9 comments from the various agencies and received 15 comments from various organizations
  - ✓ Master responses list related to the multiple comments received
  - ✓ Common comments and master responses
    - Program Components
      - Comments received included:
        - Specific location requests for proposed station locations

- Train trip frequencies and durations (requests for increases in frequency of passenger trains within the Program Corridor)
- Transit connections (local, regional, state, and international)
- Requests for the consideration of greener and renewable rail technology (e.g. hydrogen, electrified rail, hyperloops, and Zero Emission Multiple Units)
- Program Implementation  
Comments received included:
  - Concerns that certification and approval of the Tier 1/Program EIS/EIR would lead to immediate construction and operation of the program
  - Requests for identification of site-specific analysis and mitigation
  - Requests for clarification on how the Program would be implemented and funded along the Program Corridor
  - Requests for clarification on timing of construction activities associated with rail and station facility development and timing of when passenger rail service would be in operation
- Specific Environmental Topics  
Comments received included:
  - Concerns regarding freight growth impacts with the Corridor
  - Requests for consideration, identification, and development of noise quiet zones along segments of the railroad within the Program Corridor
  - Program support for improving regional mobility option and new economic opportunities for EJ communities
  - Requests for additional outreach with impacted EJ communities within the Program Corridor
- Comment summary
  - All comments appreciated and formal responses were included as part of the Final Tier 1/Program EIS/EIR
  - None of the comments received provided new information that warrants recirculation of the Draft Tier 1/Program EIS/EIR under CEQA nor preparation of a supplemental analysis under NEPA
  - A majority of the comments were supportive of the project
  - Environmental concerns were addressed in the specific sections of the Draft Tier 1/Program EIS/EIR

- Many site-specific environmental concerns and mitigation efforts will be addressed after conceptual engineering is complete and projects elements are identified in the Tier 2
- A list of the complete package from the website – Final Tier 1/Program EIS/EIR and Record of Decision

Sheldon Peterson returned to the podium and provided the staff recommendations.

Vice Chair Magee confirmed with Lisa Mobley, Administrative Services Manager/Clerk of the Board the Commissioners have all the written materials at the Dias.

Lisa Mobley replied since the agenda was posted they have received four comments from the Sierra Club, San Bernardino County Transportation Authority (SBCTA), John Ullcott, and Grady Yu, which a copy of each of those comments have been provided at the Dias.

At this time, Vice Chair Magee opened the public hearing and asked if there were any requests to speak.

Gabriel Perez, City of Coachella Development Services Director, noted they are one of those cities that submitted a comment wanting a station in the city. He stated they really support this effort as it will be great for the region. The city of Coachella is currently at 40,000 in population but they expect it to grow to 250,000 people in their General Plan, so it is fitting Option 1 is the option that is supported. Mr. Perez stated they look forward to working with RCTC in this effort and they will be engaged in their own feasibility analysis on the best site for a train station and looks forward to continuing that partnership.

Vice Chair Magee asked if there were any other comments from the public. There were no additional requests to speak.

Vice Chair Magee closed the public hearing.

Commissioner Karen Spiegel was pleased to see Sheldon Peterson excited regarding this project. She asked about the difference between Option 3 and Option 1 and if RCTC does not have the funding and they do the whole EIR if they could change the option by doing a lesser one.

Anne Mayer replied in the Tier 2 document the preferred alternative RCTC would be carrying forward is Option 1, which is full triple tracking all the way to the city of Coachella. Decisions could be made in the Tier 2 process to look at phasing how the project would be phased, constructed, and what the sequence of the track implementation would be that may or may not include deleting a section in the Mid Valley. She expressed they have strongly believed since day one that triple tracking the entire way is really needed for freight and passenger rail operations. She noted that RCTC did study that alternative and

they do not know if the cost savings would be significant enough to warrant choosing that option.

Commissioner Spiegel stated if they wait it costs twice as much so they should jump in and do it. She noted that Kelly Czechowski shared the comment letters with 83 percent support and asked what the primary opposition was.

Sheldon Peterson noted the concern was about potential freight growth, the impacts to communities, and there were several people wanting to know what was going to happen in their neighborhoods. San Timoteo Canyon for example is a very sensitive area and people raised concerns about putting in a triple track. Also, traffic issues as there would be the need for additional grade separations or projects that would induce additional construction along the way.

In response to Commissioner Spiegel's clarification that it is not train riders, Sheldon Peterson replied no, the train riders have no concerns.

Commissioner Chuck Conder expressed appreciation to Sheldon Peterson for a very good report and stated Riverside is the most impacted city in the nation with at grade rail crossings and they know how busy this corridor is. He suggested Option 1 is the only way to go, it will be expensive, but they need to explain to the taxpayers why this is going to be a benefit down the road. Commissioner Conder stated if they are going to tie this county together this needs to be done full triple track with Option 1 and he moved staff recommendations.

Commissioner Dana Reed seconded the motion.

Commissioner Jan Harnik expressed Coachella is the obvious solution for the terminus it just makes sense, it is logical. She stated the Commission needs to do this now as this is the cheapest time to do it, it is a cost benefit analysis, and they need to do it right. She understands how hard people have worked on this and to see this moving is exciting. Commissioner Harnik expressed she absolutely supports it, it needs to be triple track the entire way, and it needs to be done right.

Commissioner Waymond Fermon concurred with all the Commissioners comments and expressed appreciation for the presentation and to everyone for the hard work that has gone into this. He stated this is a deal breaker from Los Angeles to the Inland Empire all the way to the Coachella Valley down in Indio and Coachella and the connect ability is going to be beneficial to all the taxpayers and the stakeholders. He expressed this is monumental and it is great to see the Commission is taking this next step in rail getting to the Coachella Valley and is looking forward to the next steps. He expressed appreciation for the presentation and to everyone who had a part in this.

Commissioner Brian Berkson concurred with the Commissioners comments, and he wanted to ensure they are not going to run into a roadblock such as any city that does not want a railroad running through it or an extra third track going through it.

Anne Mayer replied she cannot guarantee that at all, but she is certain the Tier 2 phase and any conversation about station locations will be very spirited. She stated most communities will want a station and those that do not want a station probably will not end up with a station. She expressed the issues will be as Sheldon Peterson mentioned, will there be an increase in freight traffic, how will that impact communities, if they build triple track where will the grade separations and the quiet zones need to be. There will likely be community members who might be a little conflicted about it because there are communities along these tracks especially in San Bernardino County where they have been asking for grade separations from these freight trains for a long time. She noted in the San Gorgonio Pass there was a train a few weeks ago that sat on the tracks for over six hours, and it was a very long train that basically blocked all north south traffic in the cities of Beaumont and Banning. She explained the Tier 2 process will be very spirited and engaging and RCTC will be communicative, listen, and do the best job they can in addressing the concerns, but she cannot make any guarantees.

Commissioner Kathleen Fitzpatrick expressed she whole heartedly supports this project and they in the Coachella Valley recognize they are having incredible growth, they have an arena coming, they rely heavily on tourism, and they have one way in and one way out of their communities. She stated with Coachella expecting 250,000 people to grow those people are going to need to get to work and if their tourists are on a train and not on Interstate 10 perhaps commuting will be somewhat easier for them. Commissioner Fitzpatrick stated the city of La Quinta whole heartedly supports this project and thanked Sheldon Peterson for conducting the Commissioners through this meeting.

**M/S/C (Conder/Reed) to:**

- 1) Conduct a public hearing on the proposed Coachella Valley-San Gorgonio Pass Rail Corridor Service Program and matters relating to the Program's compliance with CEQA, including the Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Program, CEQA Findings of Fact, Statement of Overriding Considerations, and Adoption of a Mitigation Monitoring and Reporting Program; and**
- 2) Adopt Resolution No. 22-015 *"Resolution of the Riverside County Transportation Commission Certifying the Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program, Adopting Findings of Fact under the California Environmental Quality Act, Adopting a Mitigation Monitoring and Reporting Program, Adopting a Statement of Overriding Considerations, and Approving the Program"*.**

At this time, Commissioner Chuck Washington joined the meeting.

## **7. CONSENT CALENDAR**

Commissioner Wes Speake requested to pull Agenda Item 7E, *"2022 State Route 91 Implementation Plan"* for further discussion.

Commissioner Berkson requested to pull Agenda Item 7K, *"Interstate 15 Cross-County Toll Segment with the San Bernardino County Transportation Authority"* for further discussion.

**M/S/C (Spiegel/Vargas) to approve the following Consent Calendar items.**

### **7A. AB 361 DETERMINATION**

Reaffirm the findings in Resolution No. 22-007, *"A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361."* The findings are as follows:

- a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
- b. State or local officials have recommended measures to promote social distancing.

### **7B. APPROVAL OF MINUTES – JUNE 8, 2022**

### **7C. ACTIVE TRANSPORTATION PROGRAM – SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS 2023 REGIONAL PROGRAM GUIDELINES – SELECTION CRITERIA FOR RIVERSIDE COUNTY APPLICATIONS**

- 1) Approve the project selection criteria for inclusion in the Metropolitan Planning Organizations' (MPO) Regional Program Guidelines for Active Transportation Program (ATP) Cycle 6; and
- 2) Authorize staff to award projects based on the approved selection criteria for the MPO funding.

### **7D. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS**

Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2022.

**7F. AGREEMENTS FOR ON-CALL RIGHT OF WAY ENGINEERING AND SURVEYING**

- 1) Award Agreement No. 22-31-057-00 with Psomas for the on-call right of way engineering and surveying services for a three-year term for an amount not to exceed \$750,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders under the terms of the agreements.

**7G. SURPLUS DECLARATION OF REAL PROPERTY**

- 1) Adopt Resolution No. 22-012 *“Resolution of the Riverside County Transportation Commission Declaring Pursuant to Government Code Section 54221 that Certain Real Property Owned by the Commission located at assessor parcel numbers 102-091-027, a portion of 102-091-030, and a portion of certain right-of-way area, located between Serfas Club Drive and Frontage Road near Corona, California, is Non-Exempt Surplus Land, Approving the Form of Notice of Availability Therefore, Authorizing the Executive Director to Comply with the Surplus Land Act, and Finding the Foregoing Categorically Exempt from CEQA Review”*;
- 2) Adopt Resolution No. 22-013 *“Resolution of the Riverside County Transportation Commission Declaring Pursuant to Government Code Section 54221 that Certain Real Property Owned by the Commission located at a portion of 219-094-014, located near Cridge Street in the City of Riverside, California, is Exempt Surplus Land Therefore, Authorizing the Executive Director to Comply with the Surplus Land Act, and Finding the Foregoing Categorically Exempt from CEQA Review”*; and
- 3) If no response for the non-exempt surplus property is received from public agencies, developers, and/or contiguous landowners, authorize the Executive Director to offer the surplus property for sale to the public.

**7H. AGREEMENTS FOR ON-CALL RIGHT OF WAY ENVIRONMENTAL SITE ASSESSMENT SERVICES**

- 1) Award Agreement No. 22-31-068-00 with Dudek for the on-call right of way environmental site assessment services for a three-year term in an amount not to exceed \$350,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultant under the terms of the agreement.



**7I. FREEWAY SERVICE PATROL TOW OPERATOR FUEL RELIEF REIMBURSEMENT**

- 1) Authorize one-time payment as fuel relief reimbursement to Pepe's Towing for Freeway Service Patrol (FSP) services on Beats 4, 7, 8 for a total amount of \$6,270 for the months of March through June 2022;
- 2) Approve Agreement No. 18-45-132-03, Amendment No. 3 to Agreement No. 18-45-132-00, with Coastal Pride Towing for continued FSP services on Beats 20, 34, 35 for an additional amount of \$187,400 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending August 29, 2023, for a total amount not to exceed \$2,652,356;
- 3) Approve Agreement No. 17-45-061-04, Amendment No. 4 to Agreement No. 17-45-061-00, with Pepe's Towing for continued FSP services on Beats 18, 19 for an additional amount of \$24,750 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending September 30, 2022, for a total amount not to exceed \$4,308,922;
- 4) Approve Agreement No. 16-45-103-04, Amendment No. 4 to Agreement No. 16-45-103-00, with Steve's Towing for continued FSP services on the express lanes for an additional \$47,900 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending January 31, 2023, or a total amount not to exceed \$2,216,097; and
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

**7J. FISCAL YEAR 2020/21 TRANSPORTATION DEVELOPMENT ACT AND MEASURE A AUDIT RESULTS**

Receive and file the Transportation Development Act (TDA) and Measure A audit results report for Fiscal Year 2020/21.

**8. STATE AND FEDERAL LEGISLATIVE UPDATE**

David Knudsen, External Affairs Director, presented an update for the state and federal legislative activities including the status of AB 2237 by Assembly Member Laura Friedman and AB 1778 by Assembly Member Cristina Garcia, which will not be moving forward in the legislative session this year and expressed appreciation for the Commissions' robust and collective advocacy efforts. He thanked Assembly Member Friedman and her staff for meeting with RCTC staff and Assembly Member Garcia and her staff as RCTC staff had

several conversations with them and provided input for consideration unfortunately they could not get to consensus on the final bill text.

Commissioner Spiegel expressed appreciation to David Knudsen for the effort and push for the bill letters as the Board of Supervisors participated and she was sure that many of the cities did. She explained when the opposition is heard and followed through and then if there is support the Commissioners feel more a part of it. She thanked David Knudsen and wants to continue pushing this out so that they all have the opportunity with knowledge and information.

Commissioner Speake expressed appreciation for doing this and stated between the housing and transportation bills RCTC has a great staff and they are keeping on top of it. He wanted to address his colleagues here in making sure the public knows that these things are happening so they can speak to their legislators because it is not just about sending letters. Commissioner Speake suggested to let their residents know about some of these things as it is a constant communication for residents in his area and he can respond that not only they are not happening but there are steps being taken so that it will never happen, which tends to motive folks in a positive way.

**M/S/C to receive and file an update on state and federal legislation.**

**9. MEETING FORMAT OPTIONS**

Steve DeBaun, Legal Counsel, stated at its June 8 Commission meeting there was discussion raised regarding whether the Commission should be using the remote meeting formats that are authorized under state law. He then provided an update on what is happening in the state legislature. Steve DeBaun noted at this point, the pandemic continues so the pandemic option for legislation is available however, going forward once the pandemic recedes there will be significant limitations on the ability to use remote meetings under the current legislation that is being proposed.

Commissioner Dana Reed moved that this matter be postponed until the legislature adjourns in order to have absolute certainty as to what the law is and table it to a future Commission meeting.

Vice Chair Magee clarified if Commissioner Reed wanted to pick a certain Commission meeting date.

Commissioner Reed suggested that Vice Chair Magee decides the Commission meeting date.

Commissioner Jan Harnik seconded the motion.

Commissioner Spiegel concurred with Commissioner Reed's comments as she was going to second the motion. She asked Steve DeBaun about getting their emergency approved if it is after the fact that a Commissioner will plan that emergency.

Steve DeBaun replied no, it has to be stated at the board meeting. He explained if a Commissioner is having an emergency then they have to state at the meeting why they are having that emergency situation. The legislation attempts to recognize there could be medical conditions they may not want to disclose, so there is some tiptoeing around that in the legislation. He explained in an emergency it would have to be announced at the Board meeting and under the emergency situation they would need board approval to actually then continue to attend the meeting remotely.

Commissioner Chuck Washington asked Commissioner Reed for some certainty on when this agenda item would be brought back as he thought Commissioner Reed recommended the Commission wait until the legislation gets passed.

Commissioner Reed replied he would suggest in October because then the governor has 30 days to veto it or sign it after it passes. He asked Steve DeBaun by the October 12, 2022 Commission meeting they will know exactly what the law is.

Steve DeBaun replied that is correct.

Commissioner Washington stated that they will not have to guess as they will know when the legislation is signed.

Commissioner Reed replied yes in October.

Commissioner Washington stated then they could schedule it right after that happens, correct.

Commissioner Reed replied however Commissioner Washington prefers because if they agendize it for the October Commission meeting the Commissioners will know that it will be done by then. He amended his motion to make a date certain for the October Commission meeting.

**M/S/C (Reed/Harnik) to bring this agenda item back to the October 12, 2022 Commission meeting.**

**10. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION**

**7E. 2022 STATE ROUTE 91 IMPLEMENTATION PLAN**

Commissioner Speake stated he made this comment at the State Route 91 Advisory Committee meeting regarding the 2022 State Route 91 Implementation

Plan that he wanted to make sure they excluded the Irvine to Corona Expressway because it is not a viable alternative. However, they would leave something in the plan, but he did not see any change in the language.

Anne Mayer replied this document had already gone out for its public review, but they had made a note of it, and it will be changed in next year's implementation plan. She explained this plan is updated every year and next year the direction from the SR-91 Advisory Committee was to take it out so next year staff will take it out of the plan.

**M/S/C (Gregory/Speake) to approve the 2022 State Route 91 Implementation Plan.**

**7K. INTERSTATE 15 CROSS-COUNTY TOLL SEGMENT WITH THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

Commissioner Berkson requested to receive a presentation on this agenda item.

Stephanie Blanco, Capital Projects Manager, presented the Interstate 15 Cross-County Toll Segment with the San Bernardino County Transportation Authority (SBCTA), highlighting the following areas:

- Project background
  - SBCTA's I-15 Corridor Freight and Express Lanes Project
    - ✓ Location: Cantu-Galleano Rancho Road to Foothill Boulevard
    - ✓ Scope: Two express lanes in each direction plus auxiliary lanes
      - Continuous express lanes
      - \$118.7 million SB 1 Trade Corridor Enhancement Program (TCEP) Grant
      - Ready to list to complete final design by May 2023
      - Funding obligated by June 2023
- I-15 Cross-County Toll Segment
  - Three miles (two miles in Riverside County)
  - Northern Limit: Jurupa Avenue
  - Southern Limit: Cantu-Galleano Ranch Road
  - 2.2 lane miles of the Commission 15 Express Lanes
- Evaluation of alternatives
  - Alternatives evaluated
    - ✓ Express Lanes access locations – County Line versus Jurupa Avenue Interchange
    - ✓ Operating responsibility

- SBCTA operates
  - RCTC operates
  - RCTC/SBCTA joint operations
- Factors considered to determine preferred alternative
  - Modeled toll revenue impacts
  - Consistent operations and maintenance
  - Traffic operational impacts
  - Seamless customer service
  - Geometry
  - Transportation Infrastructure Finance and Innovation Act (TIFIA) approval constraints and challenges
- Preferred alternative  
SBCTA Builds and Operates
  - SBCTA
    - ✓ Collects toll revenue, responsible for operations and maintenance
    - ✓ Operate consistently with the Commission's 15 Express Lanes
    - ✓ Reimburse the Commission for modeled revenue loss through 50-year lease
    - ✓ Reimburse the Commission for revenue loss during construction
    - ✓ Reimburse the Commission consultant costs
  - Commission
    - ✓ Allow SBCTA to operate in Riverside County
    - ✓ Sublease 2.2 lane-miles of the Commission's 15 Express Lanes to SBCTA
    - ✓ Pay for access improvements at Cantu-Galleano Ranch Road (approximately \$8 million)
  - Benefits of the preferred alternative – SBCTA builds and operates
    - ✓ Defined payment annually to the Commission
    - ✓ Payment received annually regardless of performance
    - ✓ Seamless customer service and operations on the I-15 Express Lanes
    - ✓ The Commission will meet the TIFIA loan covenants and debt service obligations
    - ✓ U.S. DOT TIFIA Office are receptive to this approach
- Next steps
  - Cooperative agreement
    - ✓ Design and construction oversight
    - ✓ Financial obligations
    - ✓ Operational requirements
  - U.S. DOT's TIFIA Office due diligence

- ✓ Start formal coordination
- ✓ Sub-lease agreement with Caltrans and SBCTA
- ✓ Amend associated TIFIA loan related documents
- Consultant support
- Fiscal impact

Anne Mayer requested to have the Next Steps slide put back up to provide more details. She stated this was reviewed by the Interstate 15 Ad Hoc Committee on June 27 and received unanimous support. Staff has been receiving policy guidance from the I-15 Ad Hoc Committee for a couple of years now on a very complicated subject. Anne Mayer referred to the map on the Next Steps slide and noted there is an ingress egress currently at Cantu-Galleano Ranch Road the next location that makes sense for an ingress egress on this corridor is at Jurupa Avenue. The Riverside County San Bernardino County Line is north of SR-60 it is not necessarily in a convenient location for ingress and egress. On SR-91 the county line was right where they have ingress egress it is easy to split with the Orange County Transit Authority (OCTA), but this one has been a real challenge. She stated one of the guiding factors and the reason why staff is recommending this alternative is that customer consistency is of utmost importance. The recommendation is to have SBCTA build and operate this segment to sub-lease their current 2.2-mile section in Riverside County to SBCTA is all from the perspective of it must be a seamless customer experience. They need to do the right thing from a financial standpoint of not having duplication of efforts in a joint operation. She explained the staff recommendation today will not only be the best customer seamless experience but makes the most sense from a financial standpoint. It protects RCTC financially in that SBCTA will be required to pay RCTC annually the amount equivalent to what they have been expecting in terms of RCTC's debt service. She expressed it is a win all around for RCTC, SBCTA, and most importantly for the traveling public in that RCTC is providing a seamless experience.

Commissioner Berkson expressed appreciation to Stephanie Blanco for her presentation and stated the last time they were having this discussion there were a lot of key factors, one is the unusual request that another county come into their territory and operate a toll lane in their county. He asked if SBCTA is getting full funding or if they are out of pocket on any of this.

Anne Mayer replied this project is being funded primarily out of SB 1 TCEP so the \$120 million is grant funding for the entire project including anything that needs to be built in Riverside County. She stated there was some conversation at one time of RCTC having to pay for all construction in their county, that condition is now gone. SBCTA with their grant funding and whatever other funding they have for the project will be fully funding the construction except for \$8 million of improvements RCTC is asking for around Cantu-Galleano Ranch Road.

Commissioner Berkson replied that is a huge issue because RCTC could potentially go after that funding as well if they wanted to build this on their own and maintain ownership of it. He stated that based on what staff has disclosed SBCTA in this case would be better suited to build the whole project as they got the approvals and the funding. Commissioner Berkson expressed since it is Riverside County, they will not have any hiccups down the road with maintenance, or construction issues that bleed onto the cities of Eastvale or Jurupa Valley that are going to be long-term type issues they will not have any control or have a say so in.

Anne Mayer replied she cannot guarantee, ensure, or promise everything will be perfect. It will be a significant construction project in the median and most of the work in Riverside County will be around Cantu-Galleano Ranch Road and just to the north of SR-60. She stated there is probably going to be some construction detours and they are terrific partners with SBCTA at the staff level. Many of the Commissioners at the elected official level have great relationships with their partners in San Bernardino County so she is sure it will be a cooperative effort like many of RCTC's projects are. She explained several years ago the carpool lane between San Bernardino and Riverside was a joint project because it was in both counties and San Bernardino was the lead on that project and they did just fine, and she would expect the same for this project.

Commissioner Berkson clarified that all the construction is going to be within the existing footprint of the current freeway because the median is wide enough to accommodate the new lanes and he wanted to ensure they are not going to take property on either side of the freeway.

Anne Mayer replied she cannot speak to the San Bernardino segment and asked Stephanie Blanco if she was aware of any additional right of way needed in Riverside County.

Stephanie Blanco replied with Riverside County there is no additional right of way necessary.

Commissioner Berkson expressed appreciation for their comments and moved staff recommendation.

Commissioner Speake expressed appreciation to staff as he sits on I-15 Ad Hoc Committee and noted how far they were apart from SBCTA, and he sees this as a win for RCTC, for SBCTA, and most importantly for the residents that are having to traverse on I-15 because it is going to be seamless. He explained they had started off with two different programs, a start, and a stop and how that was going to be, and the risk involved in both, and this is the best-case scenario for the traveling public.

Commissioner Harnik expressed appreciation to Commissioner Berkson for pulling this agenda item, because it is so important, and thanked Stephanie Blanco for the presentation. She stated this is something they all need to understand because at one point or another the Commissioners may need to speak to it. She has heard plenty of comments over an extended period from members of SBCTA and is thankful the two entities were able to come together find a solution and it shows how important it is to look through the lens of a regional perspective to find the solution. It is impressive they were able to come up with all these answers to create something that works for everybody and expressed appreciation to everyone who participated in figuring this out as it was not easy.

**M/S/C (Spiegel/Berkson) to:**

- 1) Approve the Interstate 15 Terms of Agreement with the San Bernardino County Transportation Authority (SBCTA), outlining SBCTA will build and operate the I-15 Cross-County Toll Segment within Riverside County, including schedule of payments summarizing annual toll revenue transfers to the Commission;**
- 2) Authorize staff to proceed with developing a cooperative agreement with SBCTA detailing material project terms during design and construction phases, and operations for the proposed I-15 Cross-County Toll Segment;**
- 3) Authorize staff to proceed with initiating the due diligence process with the U.S. Department of Transportation's (US DOT) Transportation Infrastructure Finance and Innovation Act (TIFIA) office to review and approve both the toll revenue transfers and sub-lease approach with SBCTA;**
- 4) Authorize the Executive Director, or designee, to negotiate and execute sole-source contract amendments, as it is in the best interest for both the public and Commission to conduct a non-competitive procurement, as follows:**
  - i. Amend the I-15 Express Lanes contract with Parsons Transportation Group (PTG) as the project/construction management (PCM) in the amount of \$1,534,912 (Agreement No. 15-31-001-10) for design support, cooperative agreement development, construction support, finance support and tolling interface coordination;**
  - ii. Amend the I-15 Express Lanes contract with Kapsch TrafficCom USA Inc. (Kapsch) as the Toll Service Provider (TSP) in the estimated amount of \$50,000 to provide design reviews to assess impacts to the existing tolling system;**
- 5) Approve Fiscal Year 2022/23 Budget Amendment with \$593,300 in Local Reimbursements for consultant costs associated with the delivery and**



**coordination of the I-15 Cross-County Toll Segment to be reimbursed by SBCTA;**

- 6) Authorize the pursuit of approximately \$8 million in Federal Congestion Mitigation and Air Quality (CMAQ) funds for design and construction phase costs for express lane access improvements near Cantu-Galleano Ranch Road for the I-15 Cross-County Toll Segment; and**
- 7) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute all necessary agency agreements or amendments to existing agency agreements for TIFIA due diligence and for SBCTA to operate the I-15 Cross-County Toll Segment within Riverside County.**

## **11. EXECUTIVE DIRECTOR'S REPORT**

- Anne Mayer introduced and welcomed Erik Galloway as RCTC's new Project Delivery Director who will be starting on August 15, he has been on RCTC projects and programs with Bechtel for about 18 years and is an excellent engineer.

Vice Chair Magee announced the Commission will be dark in August so the next Commission meeting will be held on September 14.

## **12. COMMISSIONER COMMENTS**

- 11A.** Commissioner Reed announced the League of California Cities now known as Cal Cities is having their annual convention in Long Beach in September where they elect officers every year. The nominating committee has reported back it will be the usual procedure where everybody moves up a spot leaving open the second vice president. He is very pleased to announce the nominating committee has nominated Commissioner Lisa Middleton to be second vice president of Cal Cities, which means she will be president of Cal Cities in two years.
- 11B.** Commissioner Spiegel turned it over to Anne Mayer for an announcement. Anne Mayer announced that RCTC received a \$25 million Transit and Intercity Rail Grant last week to help those further improvements along the 91/Perris Valley Line. They are thrilled to be a recipient of this grant funding and it is a reflection of the progress this Commission continues to make in terms of investments and commitment to rail. She thanked the Commissioners for their continued support for the rail program.

**13. CLOSED SESSION**

**13A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

One potential case

There were no announcements for the Closed Session item.

**14. ADJOURNMENT**

There being no further business for consideration by the Riverside County Transportation Commission, Vice Chair Magee adjourned the meeting at 11:10 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m., Wednesday, August 10, 2022.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Lisa', with a long horizontal flourish extending to the right.

Lisa Mobley  
Administrative Services Director /  
Clerk of the Board



# **AGENDA ITEM 6C**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Alicia Johnson, Senior Procurement Analyst Jose Mendoza, Procurement Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Single Signature Authority Report

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file the Single Signature Authority report for the fourth quarter ended June 30, 2022.

**BACKGROUND INFORMATION:**

Certain contracts are executed under single signature authority as permitted in the Commission's Procurement Policy Manual adopted in March 2021. The Executive Director is authorized to sign services contracts that are less than \$250,000 individually and in an aggregate amount not to exceed \$2 million in any given fiscal year. Additionally, in accordance with Public Utilities Code Section 130323(c), the Executive Director is authorized to sign contracts for supplies, equipment, materials, and construction of all facilities and works under \$50,000 individually.

The attached report details all contracts that have been executed for the fourth quarter ended June 30, 2022, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services as of June 30, 2022 is \$1,033,489.

Attachment: Single Signature Authority Report as of June 30, 2022

**SINGLE SIGNATURE AUTHORITY  
AS OF JUNE 30, 2022**

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
AMOUNT AVAILABLE July 1, 2021			\$2,000,000.00		
18-24-067-00	Ultimate Maintenance Service	Janitorial Services for Stations and Toll Facilities	120,000.00	116,000.00	4,000.00
22-31-016-00	Globic Advisors	Information and Tender/Exchange Agent services related to 91 Express Lanes refinancing	20,000.00	17,300.00	2,700.00
22-18-010-00	Ralph Andersen & Associates	Professional recruitment search for CFO position	28,000.00	28,000.00	0.00
09-31-081-08A	Parsons Transportation Group	Project and Construction Management Services for SR-91 Corridor Improvements	126,000.00	126,000.00	0.00
21-31-023-02	HGN Corona Partners	Parking Agreement for SR-91 COP	3,000.00	3,000.00	0.00
22-19-021-00	Eide Bailly LLP	Finance Department Consulting Services	55,000.00	13,475.00	41,525.00
22-18-037-00	CVS Pharmacy, Inc.	COVID-19 Testing Services	8,000.00	6,750.00	1,250.00
22-66-044-00	Ecointeractive	Planning & Programming Database	12,375.00	12,375.00	0.00
22-72-055-00	Thompson & Thompson	Appraisal Services (Valuation updates) for Temporary Construction Easement	17,000.00	15,677.00	1,323.00
21-31-023-03	HGN Corona Partners	Parking Agreement for SR-91 COP	4,000.00	0.00	4,000.00
20-31-070-03	Stantec	SART Phase 4 Design	12,304.00	4,024.00	8,280.00
22-18-069-00	Ralph Andersen & Associates	Professional recruitment search for Project Delivery Director	30,000.00	8,400.00	21,600.00
20-19-062-03	Eadie + Payne	GASB 87 Implementation Services	11,000.00	0.00	11,000.00
22-31-088-00	Ecosystem Investment Partners	Reservation Payment of Riverpark Mitigation Bank Credits for SR 71/91	101,835.00	0.00	101,835.00
17-31-048-10	WKE	PS&E Services for I-15/RR Canyon Interchange Project	229,997.00	13,440.00	216,557.00
18-24-067-04	Ultimate Maintenance Services	Janitorial Services for stations and toll facilities	130,000.00	0.00	130,000.00
22-10-093-00	DebtBook	Software License related to Leases (GASB 87) and Debt Management Software	30,000.00	15,000.00	15,000.00
22-18-094-00	Ralph Andersen & Associates	HR Services	28,000.00	0.00	28,000.00
AMOUNT USED			966,511.00		
AMOUNT REMAINING through June 30, 2022			\$1,033,489.00		
<u>Agreements that fall under Public Utilities Code 130323 (C)</u>					
None	N/A		\$-	\$-	\$-
Alicia Johnson		Matthew Wallace			
Prepared by		Reviewed by			
Note: Shaded area represents new contracts listed in the fourth quarter.					

# **AGENDA ITEM 6D**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Michele Cisneros, Deputy Director of Finance
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Quarterly Sales Tax Analysis

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file the sales tax analysis for the Quarter 1, 2022 (1Q 2022).

**BACKGROUND INFORMATION:**

At its December 2007 meeting, the Commission awarded an agreement with MuniServices, LLC (MuniServices), an Avenu Company, for quarterly sales tax reporting services plus additional fees contingent on additional sales tax revenues generated from the transactions and use tax (sales tax) audit services. As part of the recurring contracts process in June 2018, the Commission approved a five-year extension through June 30, 2023. The services performed under this agreement pertain to only the Measure A sales tax revenues.

Since the commencement of these services, MuniServices submitted audits, which reported findings and submitted to the California Department of Tax and Fee Administration (CDTFA), for review and determination of errors in sales tax reporting related to 1,531 businesses. Through 4Q 2021, the CDTFA approved \$14,972,569 of cumulative sales tax revenues recovered for the Commission. If CDTFA concurs with the error(s) for the remaining claims, the Commission will receive additional revenues; however, the magnitude of the value of the remaining findings was not available. It is important to note that while the recoveries of additional revenues will be tangible, it will not be sufficient to alter the overall trend of sales tax revenues.

MuniServices provided the Commission with the Quarterly Sales Tax Digest Summary report for 1Q 2022. Most of the 1Q 2022 Measure A sales tax revenues were received in the second quarter of calendar year 2022, during March 2022 through May 2022, due to a lag in the sales tax calendar. The summary section of the 1Q 2022 report is attached and includes an overview of California's economic outlook, local results, historical cash collections analysis by quarter, top 25 sales/use tax contributors, historical sales tax amounts, annual sales tax by business category, and five-year economic trend (general retail).

Taxable transactions for the top 25 contributors in Riverside County generated 26.9 percent of taxable sales for the benchmark year ended 1Q 2022, slightly less than the benchmark year ended 1Q 2021 at 27.7 percent. The top 100 tax contributors generated 41 percent for the benchmark year ended 1Q 2022, comparable to the 41.7 percent for the benchmark year ended 1Q 2021.

In the Economic Category Analysis below, all six categories experienced new highs in the 1Q 2022 benchmark year compared to the prior eight benchmark years.

ECONOMIC CATEGORY ANALYSIS									
% of Total / % Change	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
General Retail	30.0 / 16.0	28.4 / 20.4	27.1 / 39.6	33.5 / 49.2	24.2 / 5.1	28.8 / 36.1	37.8 / 26.3	26.9 / 20.8	28.0 / -11.2
Food Products	16.1 / 35.4	19.9 / 25.5	20.4 / 43.5	18.0 / 31.7	20.4 / 11.6	15.5 / 24.6	14.1 / 22.2	22.0 / 34.1	17.1 / -11.1
Transportation	24.4 / 33.1	24.4 / 17.4	25.2 / 28.9	25.0 / 29.2	21.4 / -4.4	27.4 / 20.1	22.6 / 22.4	25.1 / 26.0	29.0 / -0.2
Construction	10.9 / 16.4	10.2 / -0.4	8.6 / 11.0	12.8 / 10.2	11.0 / -13.3	13.4 / 17.5	10.6 / 8.9	9.0 / 1.2	14.7 / -14.7
Business to Business	14.7 / 13.8	16.1 / 2.1	17.8 / 18.5	10.0 / 7.6	22.0 / -7.8	13.8 / 14.0	14.2 / 14.4	16.0 / 6.3	10.4 / 4.8
Miscellaneous	4.0 / 23.4	1.0 / -2.8	0.9 / 4.6	0.6 / 0.7	1.1 / -12.6	1.1 / 18.5	0.7 / 21.2	1.1 / 3.8	0.8 / 5.5
<b>Total</b>	<b>100.0 / 22.7</b>	<b>100.0 / 14.6</b>	<b>100.0 / 30.2</b>	<b>100.0 / 29.8</b>	<b>100.0 / -1.4</b>	<b>100.0 / 23.7</b>	<b>100.0 / 21.0</b>	<b>100.0 / 19.7</b>	<b>100.0 / -7.2</b>

General Retail: Apparel Stores, Department Stores, Furniture/Appliances, Drug Stores, Recreation Products, Florist/Nursery, and Misc. Retail

Food Products: Restaurants, Food Markets, Liquor Stores, and Food Processing Equipment

Construction: Building Materials Retail and Building Materials Wholesale

Transportation: Auto Parts/Repair, Auto Sales - New, Auto Sales - Used, Service Stations, and Misc. Vehicle Sales

Business to Business: Office Equip., Electronic Equip., Business Services, Energy Sales, Chemical Products, Heavy Industry, Light Industry, Leasing, Biotechnology, I.T. Infrastructure, and Green Energy

Miscellaneous: Health & Government, Miscellaneous Other, and Closed Account Adjustments

An analysis of sales tax performance through 1Q 2022 is attached and illustrates consistent cycles for sales tax performance for most of the economic categories since 1Q 2017, apart from COVID-19 impacts for some categories.

For the top 10 economic segments (miscellaneous retail, auto sales – new, restaurants, department stores, service stations, building materials – wholesale, food markets, building materials – retail, apparel stores, and heavy industry) during the past eight benchmark year quarters, sales tax reached a new high point in 1Q 2022. The economic segments represent 73.2 percent of the total sales tax receipts. For the remaining 21 economic segments representing 26.8 percent of total sales tax receipts, 17 economic segments representing 23.8 percent of total sales tax receipts reached new high points in the benchmark year 1Q.2022.

In the Economic Segment Analysis below, auto sales – new has been in the top economic segments since 2014. Restaurants had been in the top economic segments since 2014 but was replaced by miscellaneous – retail beginning in the 3Q 2020 benchmark year. Miscellaneous – retail includes online retailers and has been a large contributor to sales/use tax in Riverside County during the COVID-19 pandemic. Department stores had been in the top economic segments since 2016 but was replaced by restaurants in the 3Q 2021 benchmark year.

ECONOMIC SEGMENT ANALYSIS									
	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
<b>Largest Segment</b>	Miscellaneous Retail	Restaurants	Restaurants	Miscellaneous Retail	Restaurants	Auto Sales - New	Miscellaneous Retail	Restaurants	Auto Sales - New
% of Total / % Change	11.9 / 15.0	13.8 / 39.9	14.5 / 57.1	15.6 / 106.5	14.1 / 29.8	11.5 / 12.4	13.9 / 95.3	15.6 / 49.1	11.6 / -8.8
<b>2nd Largest Segment</b>	Auto Sales - New	Auto Sales - New	Auto Sales - New	Auto Sales - New	Auto Sales - New	Miscellaneous Retail	Department Stores	Auto Sales - New	Restaurants
% of Total / % Change	11.7 / 29.2	11.9 / 12.7	14.1 / 25.1	11.6 / 25.3	11.1 / -11.4	11.0 / 95.9	10.8 / 6.1	12.9 / 23.5	10.7 / -12.5
<b>3rd Largest Segment</b>	Restaurants	Miscellaneous Retail	Department Stores	Restaurants	Office Equipment	Restaurants	Restaurants	Department Stores	Department Stores
% of Total / % Change	10.1 / 46.2	9.0 / 40.6	8.6 / 25.4	11.1 / 42.6	7.7 / -7.1	10.4 / 36.9	9.4 / 30.5	8.2 / 15.3	10.2 / -19.3

Information regarding sales tax comparison by city and change in economic segments (two highest gains and two highest declines) for 1Q 2022 to 1Q 2021 is attached.

Staff will monitor sales tax receipts and other available economic data to determine the need for any adjustments to the revenue projections. Staff will utilize the forecast scenarios with the complete report and receipt trends in assessing such projections.

**FISCAL IMPACT:**

This is an information item. There is no fiscal impact.

**Attachments:**

- 1) Sales Tax Digest Summary 1Q 2022
- 2) Sales Tax Performance Analysis by Quarter 1Q 2022
- 3) Quarterly Sales Tax Comparison by City for 1Q 2022 to 1Q 2021



# Riverside County Transportation Commission ATTACHMENT 1

## Sales Tax Digest Summary

### Collections through May 2022 Sales through March 2022 (2022Q1)

#### CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts increased by 19.0% over the same quarter from the previous year, with Northern California reporting a 17.0% increase compared to a 20.6% increase for Southern California. Receipts for the RCTC increased by 18.1% over the same periods.

Real Gross Domestic Product (GDP) grew at a seasonally adjusted annualized rate of 3.6% in Q1 of 2022. Real GDP in Q1 of 2022 surpassed its Q4 of 2019 pre-pandemic peak by 2.8%.

U.S. inflation accelerated to 7.9% in February of 2022, and in June it increased to 9.1%, a 1.2% increase from February of 2022. California's inflation accelerated from 7.5% in January of 2022 to 8.3% year-over-year in March of 2022. (BLS, March Finance Bulletin)

The U.S. unemployment rate fell from 3.8% in February 2022 to 3.6% in March 2022. California's unemployment rate decreased from 5.3% in February 2022 to 4.9% in March 2022.

U.S. personal income decreased by 3.0% for the first quarter of 2022, compared to same quarter previous year. (BEA)

#### LOCAL RESULTS

##### Net Cash Receipts Analysis

Local Collections	\$70,424,467
Less: Cost of Administration	\$(635,510)
Net 1Q2022 Receipts	\$69,788,957
Net 1Q2021 Receipts	\$59,116,834
Actual Percentage Change	18.1%

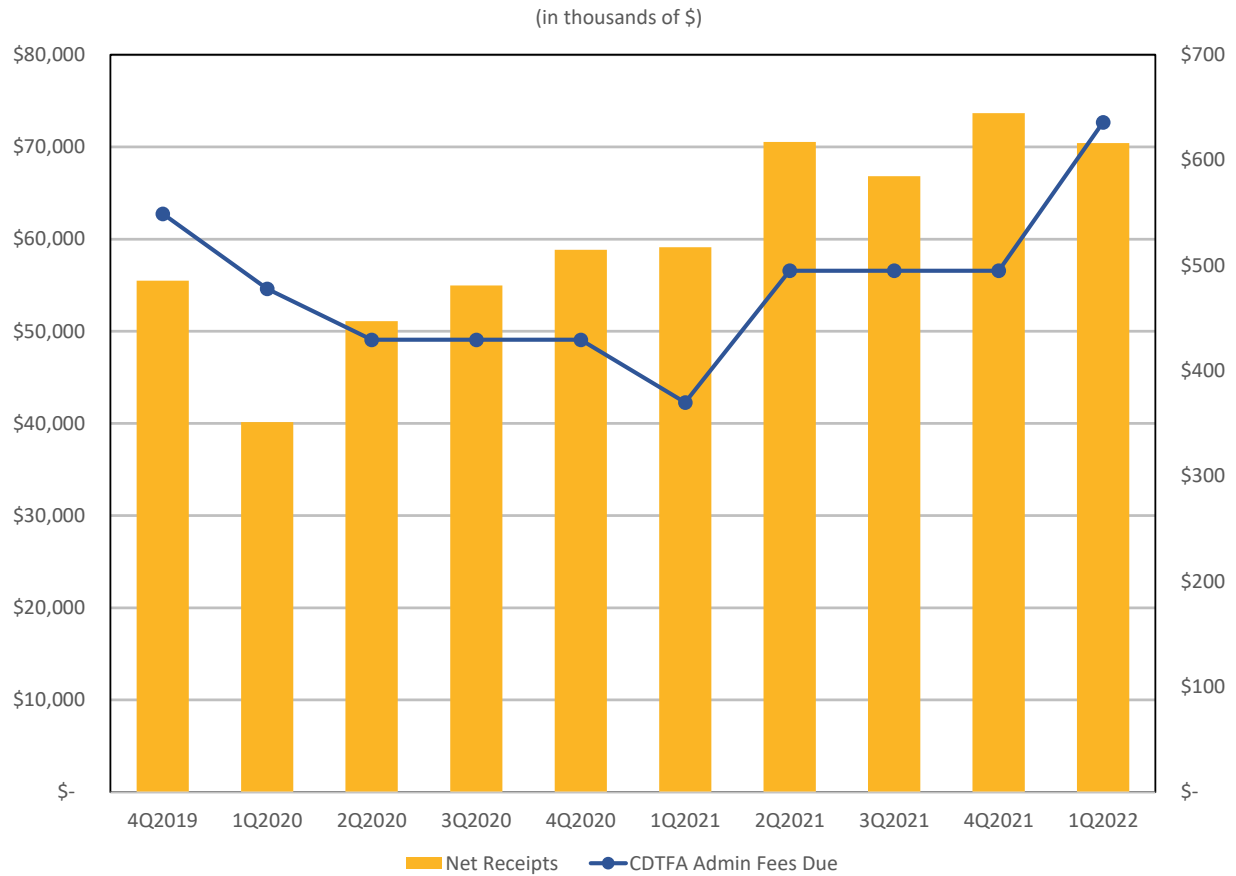
##### Business Activity Performance Analysis

Local Collections – Economic Basis 1Q2022	\$68,925,030
Local Collections – Economic Basis 1Q2021	\$59,246,330
Quarter over Quarter Change	\$9,678,700
Quarter over Quarter Percentage Change	16.3%

##### Avenu Insights & Analytics' On-Going Audit Results

Total Recovered Since Inception	\$14,972,569
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## HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



## TOP 25 SALES/USE TAX CONTRIBUTORS

The following list identifies RCTC's Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from April 2021 to March of 2022. The Top 25 Sales/Use Tax contributors generate 26.9% of RCTC's total sales and use tax revenue.

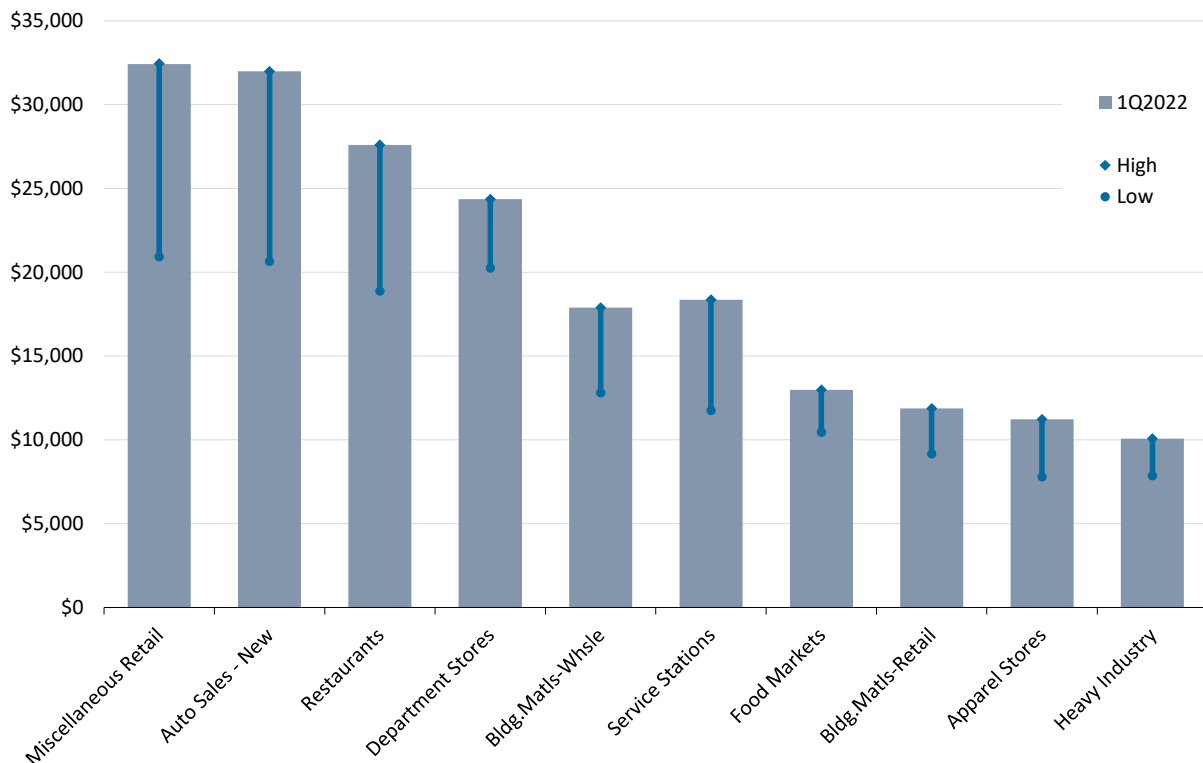
7-ELEVEN FOOD STORES  
 AMAZON.COM – EC  
 AMAZON.COM SERVICES – EC  
 ARCO AM/PM MINI MARTS  
 BEST BUY STORES  
 CARMAX THE AUTO SUPERSTORE  
 CHEVRON SERVICE STATIONS  
 CIRCLE K FOOD STORES  
 COSTCO WHOLESALE  
 DEPARTMENT OF MOTOR VEHICLES  
 EBAY – EC  
 FIRST SOLAR  
 HOME DEPOT

KOHL'S DEPARTMENT STORES  
 LOWE'S HOME CENTERS  
 MCDONALD'S RESTAURANTS  
 RALPH'S GROCERY COMPANY  
 ROSS STORES  
 SAM'S CLUB  
 SHELL SERVICE STATIONS  
 STATER BROS MARKETS  
 TARGET STORES  
 TESLA  
 VERIZON WIRELESS  
 WAL MART STORES

\* "- EC" added to the end of business names represent electronic commerce.

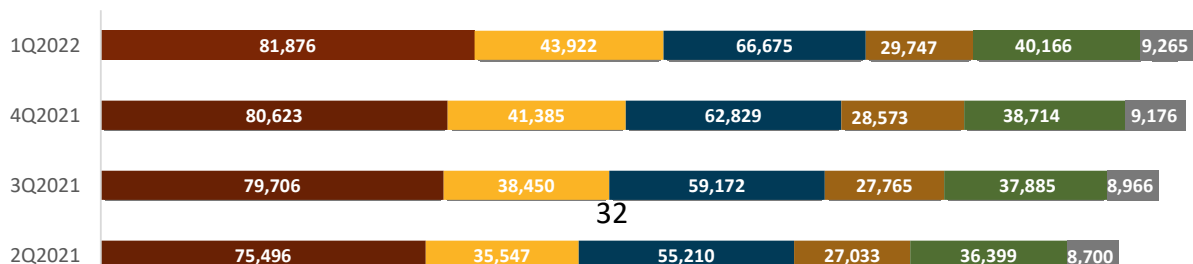
## HISTORICAL SALES TAX AMOUNTS

The following chart shows the sales tax level from annual sales through March of 2022, the highs, and the lows for the top ten segments over the last two years in thousands of \$.



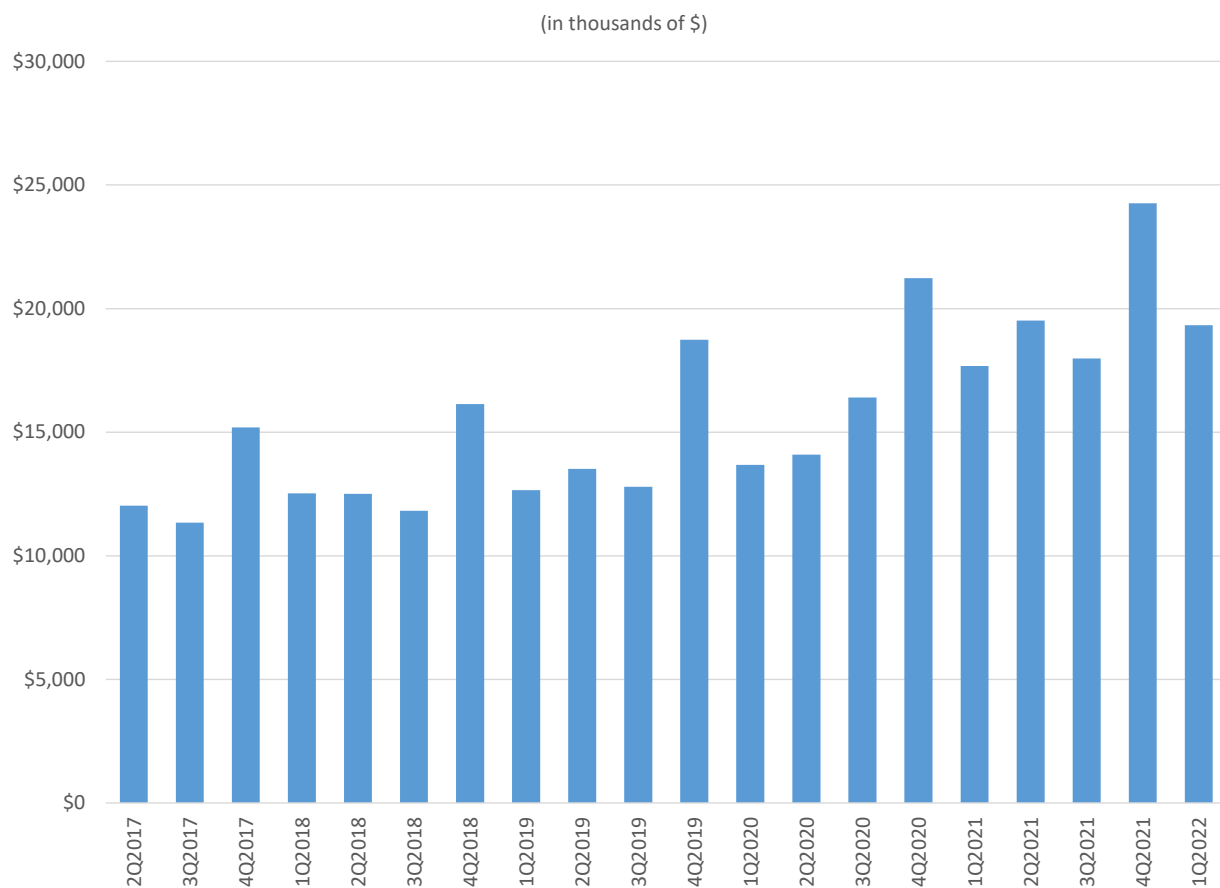
## ANNUAL SALES TAX BY BUSINESS CATEGORY

(in thousands of \$)



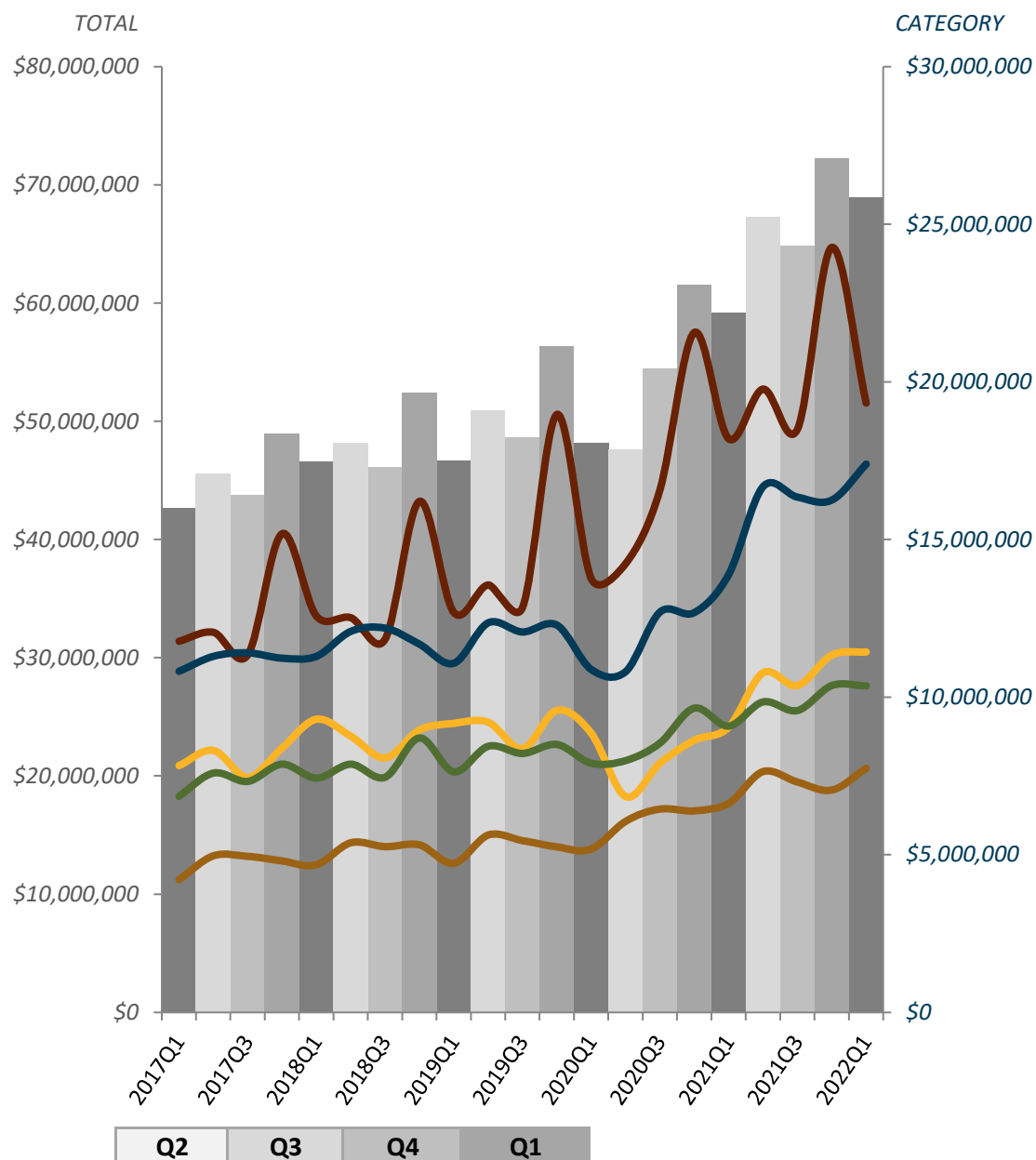


## FIVE-YEAR ECONOMIC TREND: General Retail



## TOTAL

Economic



## TOTAL

2022Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$68,925,030	16.3%	\$9,678,700	22.7%	\$50,492,120

## GENERAL RETAIL

2022Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$19,328,283	6.2%	\$1,125,360	16.0%	\$11,272,912
% of 2022Q1 Total:		28.0%		

## FOOD PRODUCTS

2022Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$11,438,976	26.4%	\$2,390,832	35.4%	\$11,490,035
% of Total:		16.6%		

## TRANSPORTATION

2022Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$17,398,181	25.2%	\$3,502,589	33.1%	\$16,567,151
% of Total:		25.2%		

## CONSTRUCTION

2022Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$7,745,122	16.7%	\$1,110,068	16.4%	\$4,193,255
% of Total:		11.2%		

## BUSINESS TO BUSINESS

2022Q1	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$10,362,496	14.1%	\$1,277,593	13.8%	\$4,885,806
% of Total:		15.0%		

QoQ = 22Q1 / 21Q1

YoY = YE 22Q1 / YE 21Q1



Quarterly Comparison of 2021Q1 and 2022Q1 (January through March Sales)

ATTACHMENT 3

	General Retail	Food Products	Transportation	Construction	Business To Bus	Miscellaneous	Jan - Mar 2022 (2022Q1)	Jan - Mar 2021 (2021Q1)	% Chg	Gain	Gain	Decline	Decline
<b>RIVERSIDE COUNTY</b>													
BANNING	4.5%	10.6%	14.0%	-27.5%	2.7%	-8.3%	759,107	692,704	9.6%	Service Stations	Misc. Vehicle Sales	Heavy Industry	Auto Sales - New
BEAUMONT	1069.4%	27.3%	22.7%	12.3%	-40.9%	6.9%	5,832,565	1,487,734	292.0%	Miscellaneous Retail	Service Stations	Light Industry	Department Stores
BLYTHE	-11.0%	9.9%	13.0%	2.9%	-0.3%	16.9%	418,421	397,038	5.4%	Service Stations	Restaurants	Miscellaneous Retail	Auto Sales - New
CALIMESA	8.9%	19.9%	76.9%	-30.4%	25.6%	8.7%	322,383	238,663	35.1%	Service Stations	Restaurants	Misc. Vehicle Sales	Department Stores
CANYON LAKE	20.2%	9.3%	-58.1%	2093.6%	818.1%	5.2%	81,950	91,562	-10.5%	Heavy Industry	Service Stations	Auto Parts/Repair	Furniture/Appliance
CATHEDRAL CITY	10.1%	25.4%	21.8%	54.5%	11.2%	1.3%	3,005,743	2,488,555	20.8%	Auto Sales - New	Restaurants	Misc. Vehicle Sales	Leasing
COACHELLA	6.9%	8.5%	27.6%	144.3%	-10.0%	14.2%	1,080,700	922,458	17.2%	Service Stations	Bldg.Matls-Whsle	Energy Sales	Auto Sales - Used
CORONA	8.3%	16.4%	40.0%	6.2%	21.9%	-35.9%	10,833,910	9,314,154	16.3%	Service Stations	Auto Sales - New	Energy Sales	Miscellaneous Other
DESERT HOT SPRINGS	-6.4%	12.6%	36.1%	1.0%	1.2%	25.6%	503,891	436,531	15.4%	Service Stations	Restaurants	Drug Stores	Miscellaneous Retail
EASTVALE	-0.6%	17.0%	62.5%	-3.7%	8.7%	38.6%	9,265,738	9,177,205	1.0%	Department Stores	Service Stations	Miscellaneous Retail	Bldg.Matls-Whsle
HEMET	-5.7%	9.2%	8.4%	-0.4%	11.9%	-27.9%	3,723,052	3,546,083	5.0%	Service Stations	Restaurants	Department Stores	Apparel Stores
INDIAN WELLS	107.9%	385.5%	0.0%	0.3%	379.0%	77.4%	502,289	167,906	199.1%	Restaurants	Miscellaneous Retail	Business Services	Chemical Products
INDIO	7.9%	32.1%	12.7%	61.3%	1.6%	111.0%	3,615,781	2,982,709	21.2%	Bldg.Matls-Retail	Food Markets	Heavy Industry	Leasing
JURUPA VALLEY	-15.5%	10.9%	17.0%	24.7%	24.2%	21.7%	4,537,850	4,194,627	8.2%	Service Stations	Heavy Industry	Department Stores	Auto Parts/Repair
LA QUINTA	22.9%	55.9%	13.2%	-1.0%	21.5%	-65.1%	2,935,354	2,344,735	25.2%	Restaurants	Miscellaneous Retail	Miscellaneous Other	Bldg.Matls-Retail
LAKE ELSINORE	4.1%	13.1%	9.8%	14.3%	-5.9%	32.1%	3,177,835	2,958,362	7.4%	Department Stores	Service Stations	Apparel Stores	Drug Stores
MENIFEE	1.8%	22.9%	25.3%	18.3%	43.2%	9.4%	2,519,432	2,153,652	17.0%	Service Stations	Restaurants	Department Stores	Misc. Vehicle Sales
MORENO VALLEY	1.4%	7.7%	26.9%	1.7%	11.2%	-87.5%	7,335,970	6,834,916	7.3%	Auto Sales - New	Service Stations	Health & Government	Miscellaneous Retail
MURRIETA	5.0%	6.0%	27.2%	6.8%	30.8%	35.9%	5,408,593	4,728,792	14.4%	Auto Sales - Used	Restaurants	Food Markets	Furniture/Appliance
NORCO	6.4%	2.0%	18.4%	19.2%	27.8%	63.4%	2,142,984	1,881,983	13.9%	Service Stations	Auto Sales - Used	Auto Sales - New	Food Markets
PALM DESERT	33.5%	64.6%	17.0%	30.9%	22.5%	-55.2%	6,198,822	4,565,266	35.8%	Restaurants	Miscellaneous Retail	Miscellaneous Other	Drug Stores
PALM SPRINGS	22.1%	69.5%	30.2%	1.4%	64.1%	273.2%	4,823,968	3,442,599	40.1%	Restaurants	Leasing	Light Industry	Drug Stores
PERRIS	-3.0%	14.2%	26.1%	4.8%	-21.3%	1.2%	5,523,978	5,415,396	2.0%	Service Stations	Food Markets	Electronic Equipment	Light Industry
RANCHO MIRAGE	20.0%	78.5%	43.9%	4.6%	-8.8%	-19.8%	1,658,728	1,270,657	30.5%	Restaurants	Auto Sales - New	Leasing	Light Industry
RIVERSIDE	15.2%	18.2%	16.0%	29.7%	3.5%	9.5%	18,070,552	15,580,815	16.0%	Bldg.Matls-Whsle	Service Stations	Leasing	Health & Government
SAN JACINTO	9.8%	25.5%	34.8%	11.5%	14.5%	-7.1%	962,883	795,125	21.1%	Food Markets	Service Stations	Department Stores	Bldg.Matls-Retail
TEMECULA	21.4%	12.7%	28.9%	3.8%	11.5%	20.6%	10,089,604	8,439,502	19.6%	Auto Sales - New	Department Stores	Heavy Industry	Food Markets
WILDOMAR	188.3%	13.9%	33.5%	-0.4%	-48.0%	31.5%	618,072	490,305	26.1%	Drug Stores	Service Stations	Business Services	Bldg.Matls-Retail



# **AGENDA ITEM 6E**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Ariel Alcon Tapia, Senior Management Analyst David Knudsen, External Affairs Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Quarterly Public Engagement Metrics Report, April – June 2022

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file Quarterly Public Engagement Metrics Report for April – June 2022.

**BACKGROUND INFORMATION:**

The Commission’s digital communication efforts continue to expand, allowing residents and other stakeholders to learn about transportation projects, programs, and initiatives affecting Riverside County. The External Affairs staff monitors and measures these efforts to understand how audiences respond to information that is presented. This Quarterly Public Engagement Metrics Report is a data-driven approach to monitoring progress toward public outreach goals, analyzing the effectiveness of these efforts, and providing transparency into how the Commission uses resources to engage with the public. This report covers the second quarter of 2022, from April to June.

This report summarizes public engagement activities and includes a summary graphic. The metrics show significantly increased engagement across platforms and overall positive sentiment. During this quarter, digital advertising increased compared to the previous quarter, which affected engagement, reach, and sentiment. Paid advertisement was focused on advocacy efforts relating to proposed state legislation (AB 2438 and AB 2237), mobility solutions, IE Commuter, and Metrolink marketing.

This quarter’s report includes five sets of data:

- 1) Metrics for RCTC’s overall public engagement activities including overall public sentiment on social media; social media followers, engagement, and reach; email notifications; website use and access; and website top pages visited.
- 2) Metrics for the Route 60 Truck Lanes Project including email activity, website sessions, and social media. This will be the last metrics report for the Route 60 Truck Lanes Project.



- 3) Metrics for the Interstate 15 Railroad Canyon Interchange Project including email activity, website sessions, text messages, and social media. This will be the last metrics report for the I-15 Railroad Canyon Interchange Project.
- 4) Metrics for the I-215 Placentia Avenue Interchange Project including email activity, website sessions, and social media.
- 5) Metrics for RCTC's 15/91 Express Lanes Connector Project including email activity, text messages, website sessions, and social media.

### **RCTC Overall Public Engagement**

#### **1) Social Media**

- a. Overall, public sentiment was positive. There were highs and lows throughout the month related to the opening of the I-15 Railroad Canyon Interchange and the Route 60 Truck Lanes, ridesharing promotions, Route 60 wildlife crossings, and proposed state assembly bills related to transportation funding.
- b. **Facebook:** Followers continue to increase steadily. This quarter, followers grew by 24%, from 10,110 to 12,544. The page had 125,814 forms of engagement, such as likes, comments, and shares, an 883% increase from last quarter's 12,796 forms of engagement. The page reached 1,521,409 unique users for the quarter, an increase of 17% from last quarter's 1,298,810. Several paid reach and engagement campaigns likely led to these large increases combined with high quality posts.
- c. **Twitter:** The page showed a 4% increase in followers, from 1,408 to 1,469. Engagement increased 223%, from 1,912 to 6,176. Impressions increased by 274%, from 69,810 to 260,770.
- d. **Instagram:** Followers grew significantly by 95%, from 1,273 to 2,480. Engagement increased 68%, from 2,200 forms of engagement to 3,702. This quarter's reach was 747,547 unique users, an 8% increase from last quarter's 694,742.

- 2) **The Point E-Newsletter:** RCTC continues to produce content for its online blog, **The Point**, and distributes the publication via email to subscribers. This quarter, **The Point** was reformatted with a modern look and sharper visuals. Subscribers increased 31%, from 4,602 to 6,021. Approximately 38% of the e-newsletter subscribers opened **The Point**, a 1% decrease from the previous quarter, and 6% clicked on links to learn more. Although the open rate decreased slightly, more total subscribers read the newsletter.

#### **3) Website**

- a. There were 62,660 website visits this quarter, a 26% increase from last quarter's 49,599 visits. There also were 46,082 unique users, an increase of 30% compared to the previous quarter's 35,428 unique users.
- b. Most visitors (45.9%) reached the website via social media this past quarter. Visitors who accessed the website directly (keying in rctc.org) totaled 19.2%. This reflects a change from past behavior, in which most visitors accessed the website directly. Users who reached the website through a search engine dropped slightly to 28.7%. Others reached the website via other website referrals (3.6%) and email

links (2.6%). The number of users who accessed the website via **The Point** newsletter also increased.

- c. Website access by device changed slightly. Visits were 26% via desktop and 74% via mobile device this quarter, compared to 30% via desktop and 70% via mobile last quarter.
- d. The homepage continues to be the most frequently visited page, followed by the 15/91 Express Lanes Connector Project page, Route 60 Truck Lanes page, and the Meetings and Agendas page. Note that the 15/91 Express Lanes Connector experienced a significant weekend closure in June, and the Route 60 Truck Lanes opened in May.

### **Route 60 Truck Lanes Public Engagement**

- 1) **Emails:** Total email sign-ups grew to 395 since the start of the project. This is a 4% increase over the 379 sign-ups received through the end of last quarter. There also have been a total of 252 email inquiries, a 2.9% increase over the 245 inquiries through the end of last quarter.
- 2) **Webpage:** Total webpage visits grew to 27,725, a 7% increase from the 25,898 visits through the end of March 2022.
- 3) **Social Media:** The project's Facebook, Twitter, and Instagram accounts all showed slight increases. The Facebook page grew by 51 from 1,109 to 1,160 likes, a 4.6% increase. Twitter followers increased from 129 to 136, an increase of 5.4%. Instagram followers grew 17% from 421 to 493.

### **I-15 Railroad Canyon Road Interchange Public Engagement**

- 1) **Emails and Texts:** Total email sign-ups since the project began increased by 5 for a total of 312, an increase of 1.6%. A total of 598 have people registered to receive texts since project inception, a decrease of 7 or 1.2% from the 605 recorded at the end of last quarter. There were 9 email inquiries for a total of 56 since the project started.
- 2) **Webpage:** Webpage visits since project inception grew to 16,521, a 12.2% climb from the 15,401 visits through the end of last quarter.
- 3) **Social Media:** The project is in the closeout phase and the mixed metrics can be attributed less activity. The Facebook page shrunk from 1,267 likes 1,207 to likes last quarter, a 4.7% decrease due to decrease in activity. Twitter followers increased from 51 to 56 followers, a 9.8% increase. Instagram followers increased 3% from 616 to 635.

### **I-215 Placentia Avenue Interchange Public Engagement**

- 1) **Emails:** Total email sign-ups since the start of the project grew to 1,484. This is a 16.6% increase over the 1,273 sign-ups received through the end of last quarter and may related due to increased attention on the full Mid County Project. There also have been a total 41 email inquiries, an increase of 20.6% over the 34 inquiries through the end of last quarter.

- 2) **Webpage:** Visits to the project webpage grew to 4,998, a 12.4% increase from the 4,446 visits through the end of last quarter.
- 3) **Social Media:** This project does not have designated social media accounts. RCTC's social media accounts, @theRCTC, are being used for this project. Total social media post engagements totaled 4,270 for this quarter, a 21.5% increase from the 3,514 engagements through the end of the previous quarter.

#### **15/91 Express Lanes Connector Public Engagement**

- 1) **Emails:** Email sign-ups during the last quarter totaled 2,767, an increase of 9%. The project team received 19 email inquiries to date.
- 2) **Texts:** A total of 266 people have registered to receive texts, a 15.7% increase over the 230 sign-ups through the end of last quarter.
- 3) **Webpage:** Visits to the project webpage grew 25.7% during the quarter, from 17,526 visits last quarter to 22,038 visits this quarter.
- 1) **Social Media:** Facebook page likes increased to 3,221 compared to 3,006 last quarter, a 7% increase. Twitter grew by 5.6% from 340 to 359 followers. Instagram followers increased 5.8% from 761 to 805 followers.

#### **FISCAL IMPACT:**

This is an informational item. There is no fiscal impact.

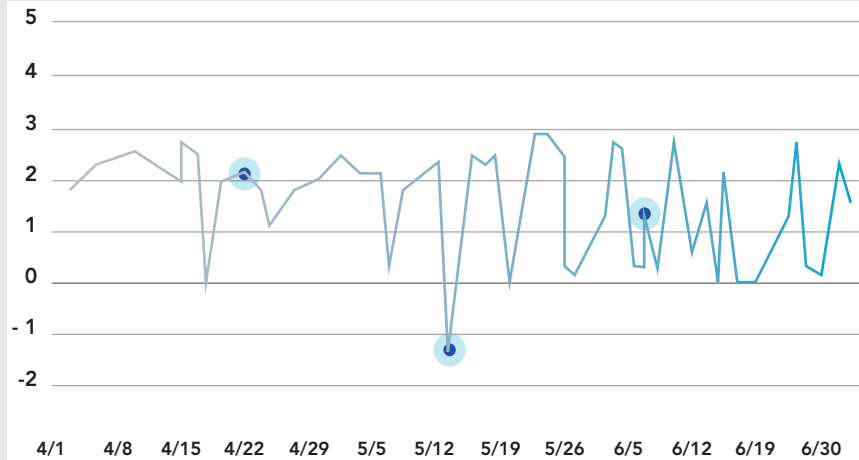
#### **Attachments:**

- 1) RCTC Overall Public Engagement Metrics
- 2) Route 60 Truck Lanes Construction Public Engagement Metrics
- 3) I-15 Railroad Canyon Interchange Construction Public Engagement Metrics
- 4) I-215 Placentia Interchange Construction Public Engagement Metrics
- 5) 15/91 Express Lanes Connector Construction Public Engagement Metrics



# Public Engagement Metrics: Q2

## Overall Social Media Sentiment



4/20 (+) Positive sentiment and engagement due to posts regarding IE Commuter, 60 Wildlife Crossings, and I-15 Railroad Canyon opening and ribbon-cutting  
5/14 (-) Negative Facebook comment relating to Mid-County Parkway project  
6/6 (+) (-) Mixed sentiment due to posts related to proposed transportation funding assembly bill

## Eblasts



Subscribers  
6,021

Average  
Open  
38%

Average  
Click  
6%

## Web

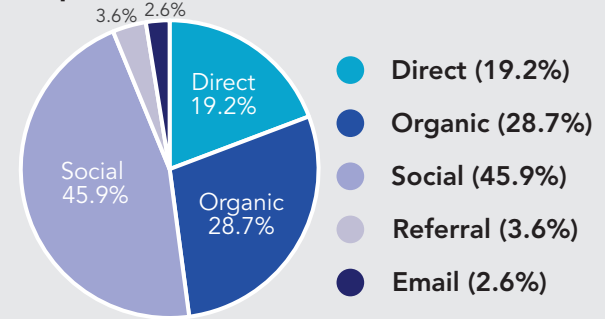
62,660  
Number of  
Sessions

+26%

46,082  
Number of  
Unique Users

+30%

### Top Channels



### Differences

Social media referrals increased significantly, while direct and organic decreased

## Social Media



Facebook

Followers  
12,544  
+24%

Engagement\*  
125,814  
+883%

Reach  
1,521,409  
+17%



Twitter

Followers  
1,469  
+4%

Engagement\*  
6,176  
+223%

Impressions  
260,779  
+274%



Instagram

Followers  
2,480  
+95%

Engagement  
3,702  
+68%

Reach  
747,547  
+8%

### Top Pages Visited

Homepage is the most visited page

- 15/91 Express Lanes Connector Project
- Route 60 Truck Lanes
- Meetings and Agendas

### Desktop vs Mobile Users



\*Significant increase in engagement may be due to paid digital advertisements.

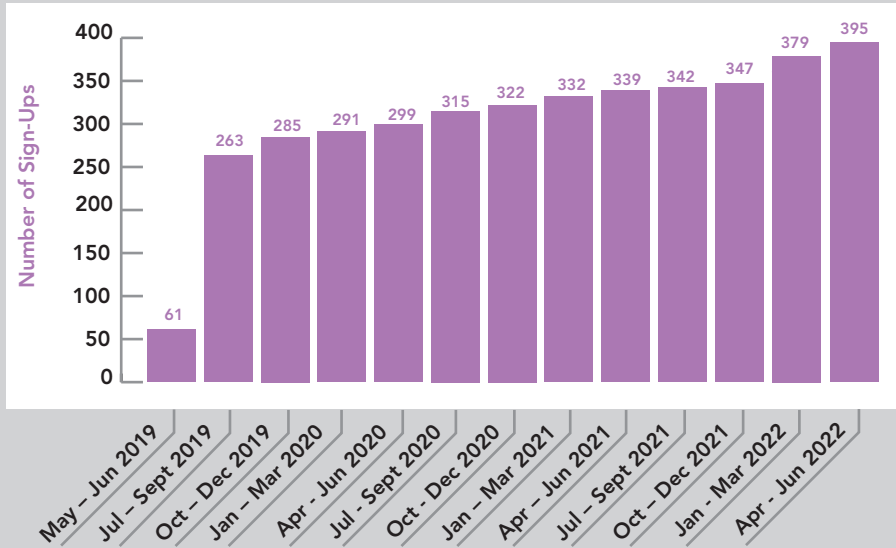




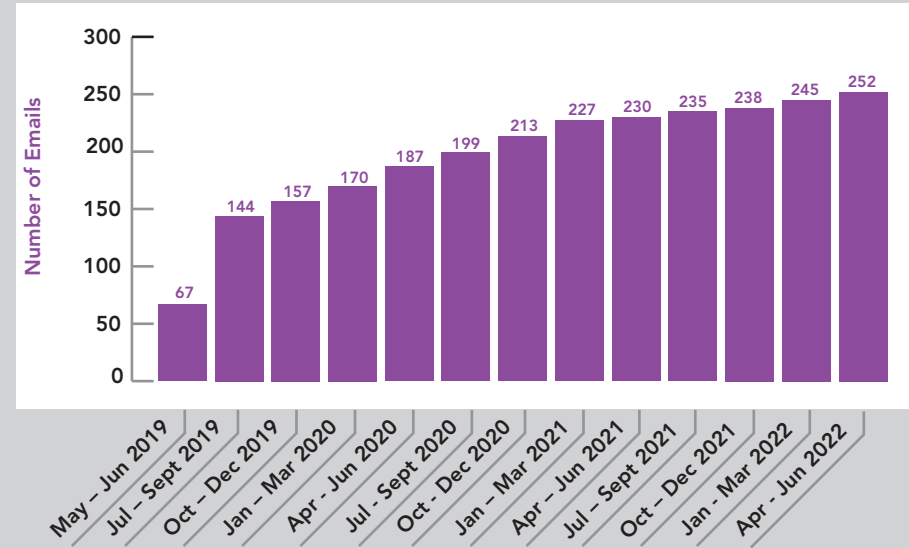
# State Route 60 Truck Lanes Project Quarterly "At-a-Glance" Metrics Report

April - June 2022

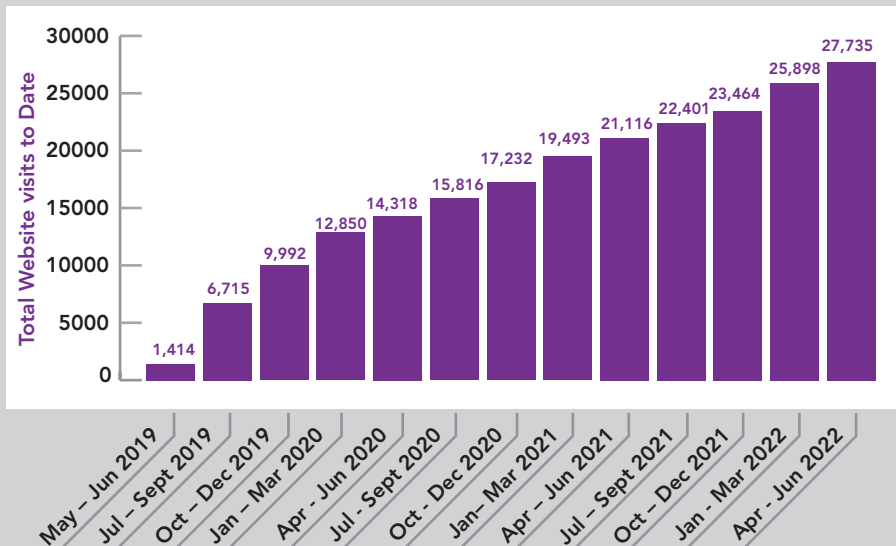
## Email & Text Sign-Ups



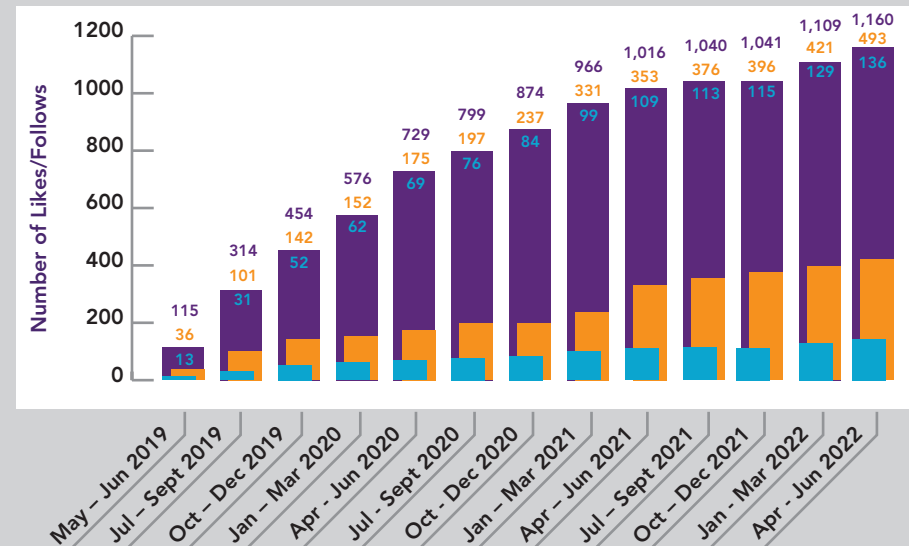
## Emails to Project Team



## Website Sessions



## Social Media Likes/Follows



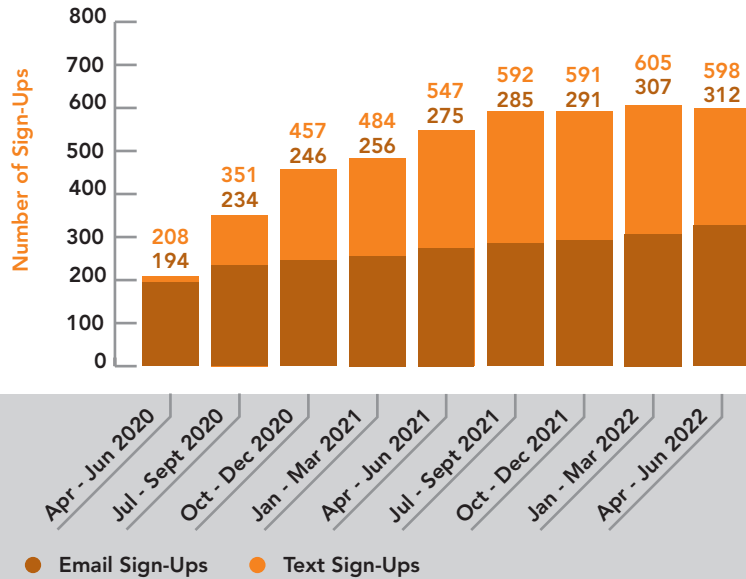


# I-15 Railroad Canyon Road Interchange Project

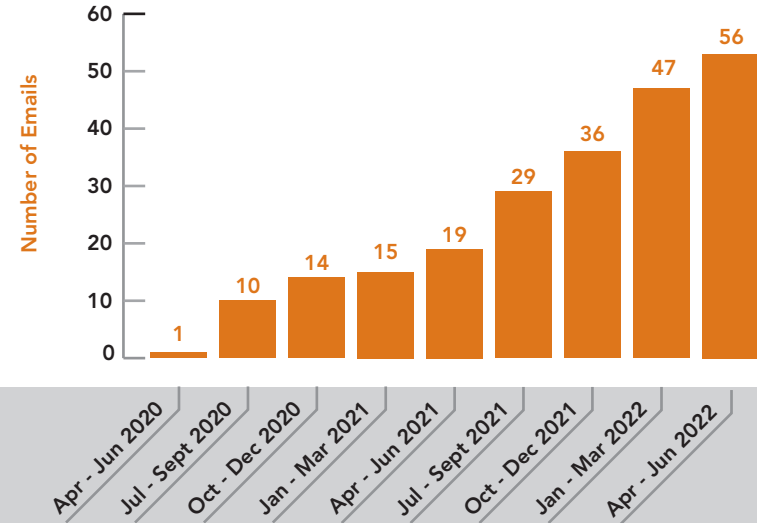
## Quarterly "At-a-Glance" Metrics Report

April - June 2022

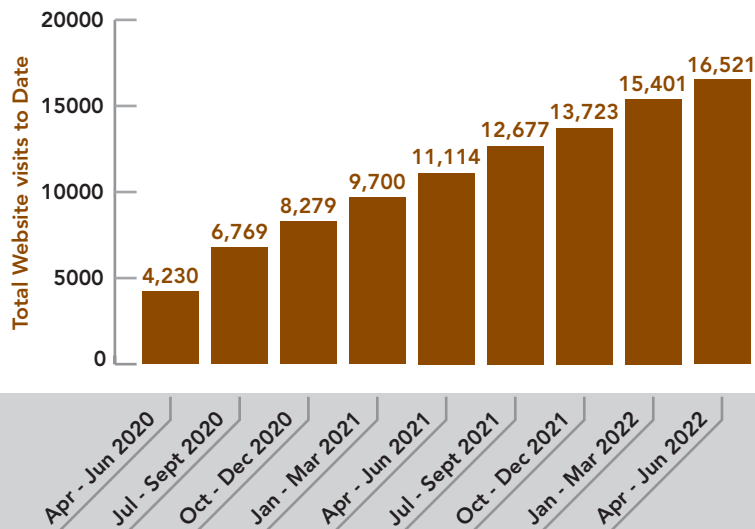
### Email & Text Sign-Ups



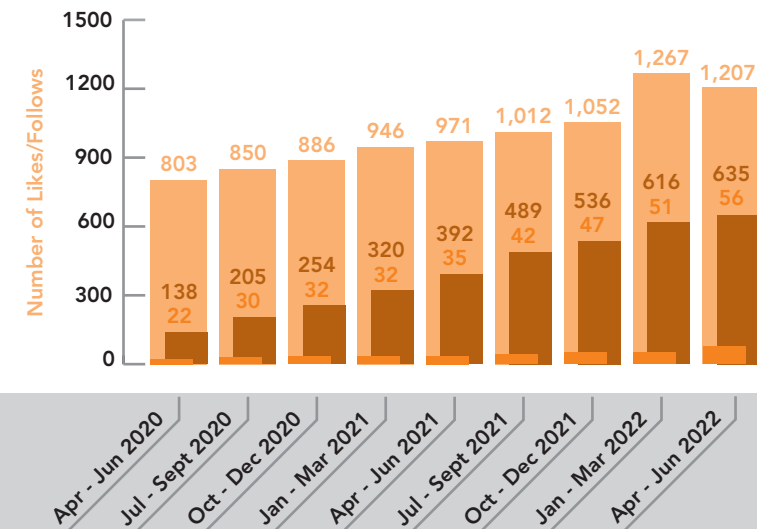
### Emails to Project Team



### Website Sessions



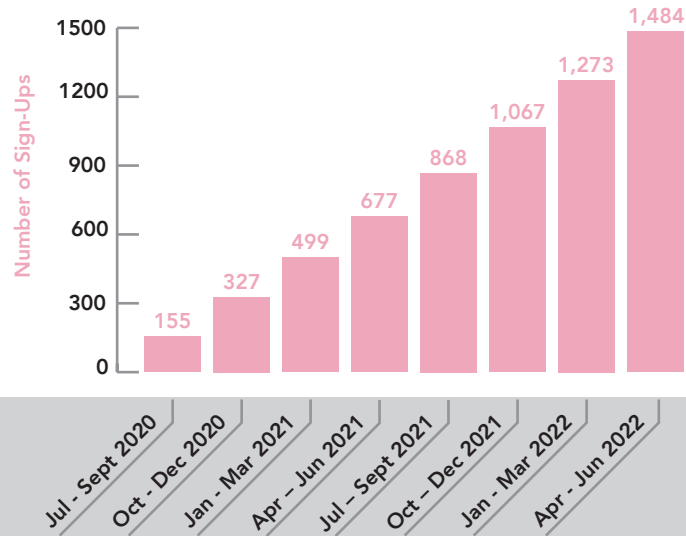
### Social Media Likes/Follows



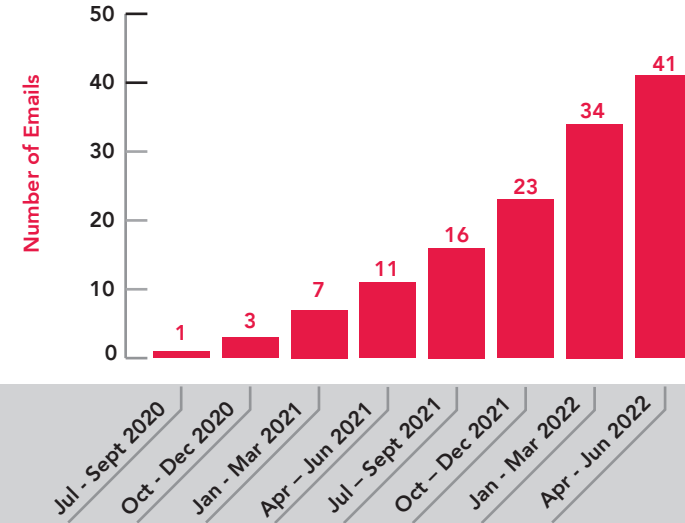




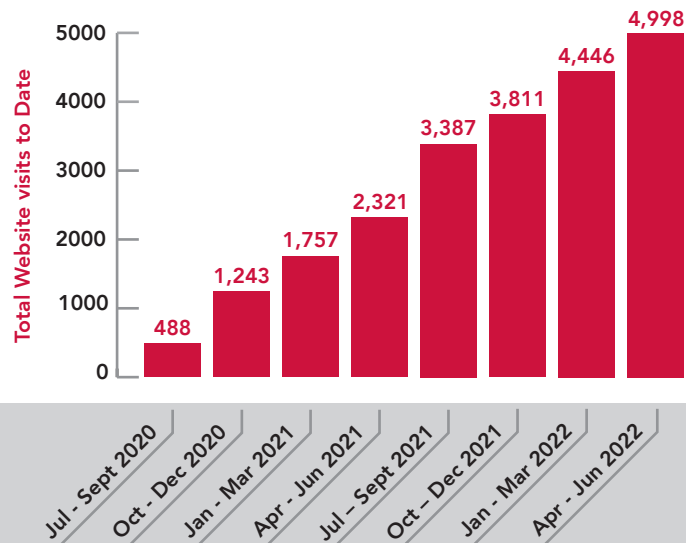
### Email Sign-Ups



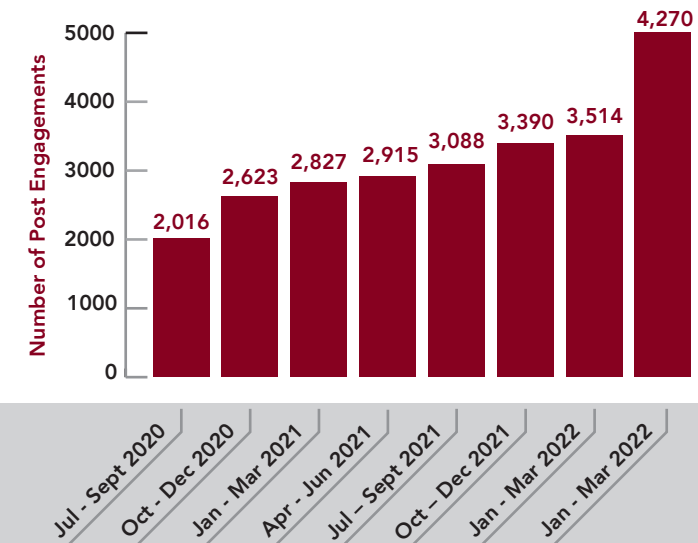
### Emails to Project Team



### Website Sessions

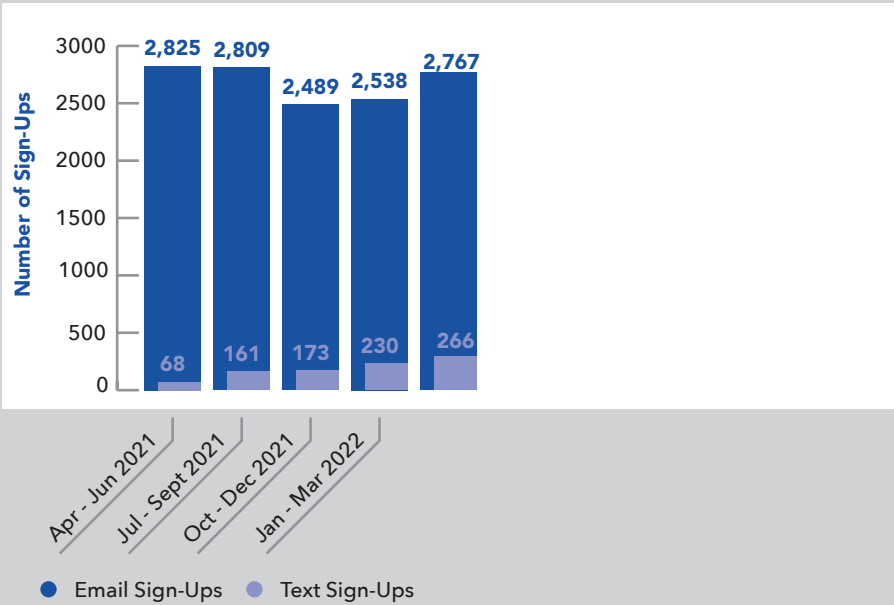


### Social Media Post Engagements

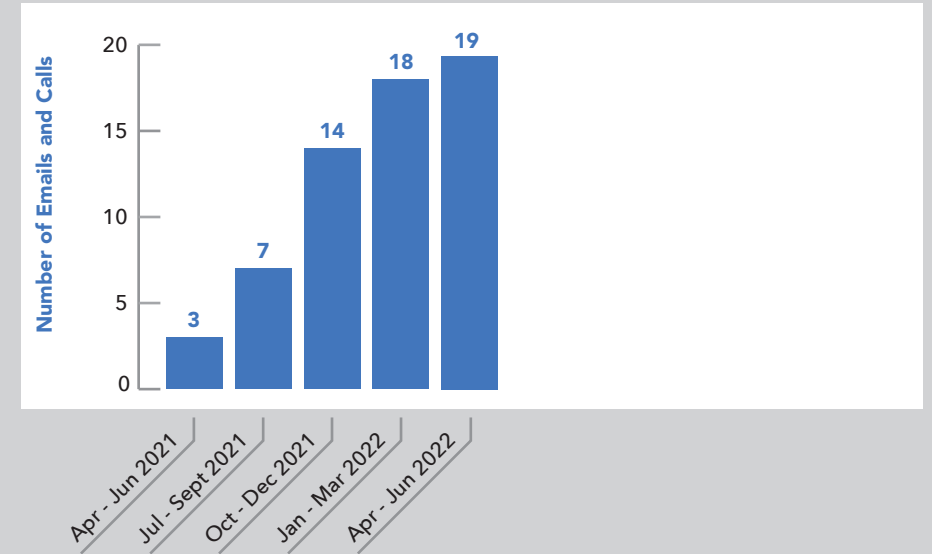




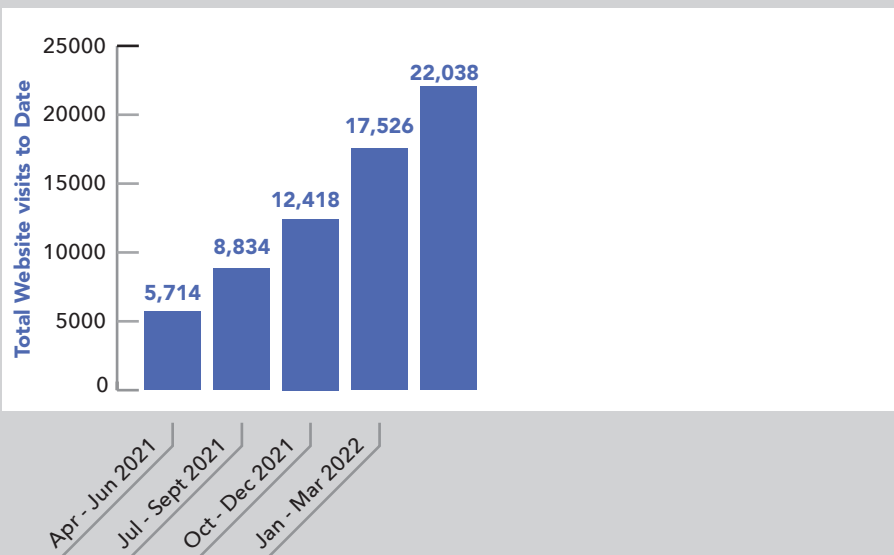
### Email & Text Alert Sign-Ups



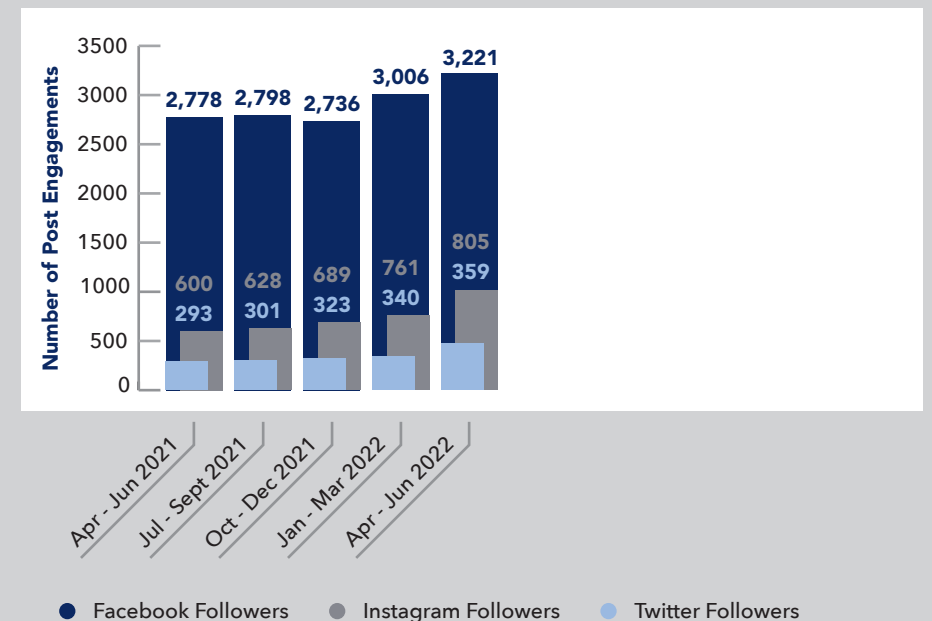
### Emails to Project Team



### Website Sessions



### Social Media Followers





# **AGENDA ITEM 6F**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Martha Masters, Senior Management Analyst Jenny Chan, Planning and Programming Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Fiscal Year 2022/23 Annual Local Transportation Fund Planning Allocations to Western Riverside Council of Governments and Coachella Valley Association of Governments

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of \$1,072,500 for Western Riverside Council of Governments (WRCOG) and \$585,000 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's FY 2022/23 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

**BACKGROUND INFORMATION:**

The LTF established in state law by the Transportation Development Act (TDA) is funded through a quarter of one cent of the state's 7.25 percent sales tax (based on point of sale and returned to source). LTF funds are used to fund transportation planning, operations, and capital projects. The action requested at this time is specifically to allocate the planning funds to the two councils of governments, WRCOG and CVAG. Other LTF allocations, such as those for transit and rail operations and capital projects, were approved by the Commission in June 2022. Bicycle and pedestrian facilities are also funded by LTF and are part of the biennial SB 821 Call for Projects the Commission conducts in the spring of odd-numbered years.

The LTF funding is distributed by the California Department of Tax and Fee Administration to counties on a pro rata basis, pursuant to Section 99233.2 of the TDA, providing up to 3 percent of annual revenues to fund transportation planning and programming efforts. The Commission, as the regional transportation planning agency, is legally responsible for apportioning the LTF funds. Based on the projected FY 2022/23 revenues of \$130 million, 3 percent of the projected revenue, or \$3.9 million, is for planning and programming. By statute, the TDA also requires one half of these LTF funds, or \$1.9 million, be allocated for planning activities within the Western Riverside County and the Coachella Valley areas, as determined by the Commission. The distribution formula, as confirmed by the Commission in October 2014, is as follows:



<b>Planning Agency</b>	<b>Percentage</b>	<b>Apportionment/Allocation</b>
RCTC	15	\$ 292,500
WRCOG	55	1,072,500
CVAG	30	585,000
<b>Total</b>	<b>100</b>	<b>\$1,950,000</b>

WRCOG and CVAG submitted their respective FY 2022/23 Work Plans in accordance with existing guidelines.

WRCOG's Work Plan is divided into two program areas and includes the following activities:

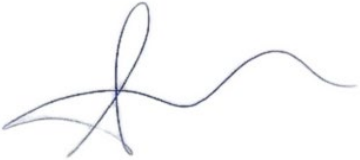
- 1) Planning Programs – including, but not limited, to:
  - Riverside County Model Maintenance and Updates
  - 2024 Southern California Association of Governments' (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)
  - SB 743 Implementation Assistance
  - Geographic Information System (GIS)/Modeling Services
  - Grant Writing Assistance Program
  - Research on the impact of travel and technology on the transportation system
  - Analysis of Residential Trip Generation
  - Transportation-related climate change and climate adaptation analyses and planning for the WRCOG subregion
  - Smart Cities and Alternative Fuel Vehicle Development and Air Quality Activities
- 2) Regional Transportation Programs
  - Transportation Uniform Mitigation Fee (TUMF) Program
  - Riverside County Transportation Commission Programs

CVAG's Work Plan consists of eight main program and project activities:

- 1) Project Management and Contract Administration;
- 2) Regional Coordination of Programs;
- 3) CV Link;
- 4) CV Sync;
- 5) Planning for Future Transportation Needs;
- 6) TUMF Program;
- 7) Congestion Management/Air Quality Programs; and
- 8) Working toward the Region's Fair Share of Funding.

Staff reviewed the Work Plans and found them to be consistent with the Commission's overall transportation programming and planning objectives and recommends approval. In addition to the program areas and activities, the Work Plans also benefit the respective geographic regions and are consistent with subregional and regional plans, including SCAG's RTP/SCS. WRCOG and

CVAG, in conjunction with SCAG, are responsible for subregional planning efforts that implement and are in conformance with the RTP/SCS.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2022/23	Amount:	\$1,950,000
Source of Funds:	LTF			Budget Adjustment:	No
GL/Project Accounting No.:	106 65 86205				
Fiscal Procedures Approved:				Date:	08/04/2022

Attachments:

- 1) WRCOG FY 2022/23 LTF Program Objectives/Work Plan
- 2) CVAG FY 2022/23 LTF Program Objectives/Work Plan

<i>Approved by the Budget and Implementation Committee on August 22, 2022</i>			
In Favor:	8	Abstain:	0
		No:	0



# Western Riverside Council of Governments (WRCOG)

## Fiscal Year 2022/2023 Local Transportation Funds Program Objectives

The Work Plan for FY 2022/2023 is divided into two Program areas: 1) Planning Programs and 2) Regional Transportation Programs.

### 1. Planning Programs

Local Jurisdictions within WRCOG subregion  
Southern California Associations of Governments (SCAG)  
California Air Resources Board  
South Coast Air Quality Management District (SCAQMD)  
California Association of Councils of Governments (CALCOG)

Planning:

This program includes staff time to develop and work on 12 main projects/program areas. These are listed below and include a brief description.

#### A. Maintain and update the Riverside County Transportation Analysis Model (RIVCOM)

RIVCOM is the transportation analysis model completed in June 2021 that provides socio-economic forecasts to reflect SCAG's adopted growth forecasts, updated roadway network and utilizes data from SCAG's most recent Regional Travel Model to ensure consistency. This model is utilized by jurisdictions and consultants to produce roadway forecasts and other units of measurements, such as Vehicle Miles Traveled, needed for analyses. WRCOG will ensure that the model is disseminated to the appropriate parties in a timely fashion. Updates to the model will also be conducted based on new data becoming available and feedback from the users to ensure the model accurately reflects existing and future conditions.

#### B. Support local jurisdictions on 2024 SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Staff will provide support to local jurisdictions as the SCAG 2024 RTP/SCS is developed. This will include support to local jurisdictions on socio-economic data (SED) forecasts on an as-needed basis to incorporate into the RTP/SCS. WRCOG anticipates taking a more active role with the development of the SED, as it is a vital component for the RIVCOM, which is heavily utilized by all jurisdictions in Western Riverside County. This active role will include acting as the point-of-contact to schedule meetings with each member agency and its staff to review the SED. WRCOG will also provide resources to the local jurisdictions with assistance in reviewing the preliminary growth forecasts to ensure the forecasts reflect the growth patterns of each local jurisdiction.

The assistance provided will ensure input from the WRCOG subregion is included in the long-range vision plan that aims to balance future mobility and housing needs with economic, environmental and public health goals. The RTP/SCS is vital for the subregion as it allows Riverside County Transportation Commission (RCTC) and its jurisdictions to qualify for federal funding towards transportation projects. The RTP/SCS is supported by a combination of transportation and land use strategies that help the region achieve state greenhouse gas emission reduction goals and federal Clean Air Act requirements, preserve open space areas, improve public health and roadway safety, support our vital goods movement industry and utilize resources more efficiently.

C. Continue to assist jurisdictions with Vehicle Miles Traveled (VMT) Implementation and Mitigation

WRCOG conducted a SB 743 Implementation Study that assisted stakeholders' transition from utilizing level of service methodology for mitigation impacts to vehicle miles traveled. WRCOG will continue to assist jurisdictions, upon request, as VMT implementation progresses in identifying the necessary steps to implement SB 743 and as jurisdictions begin to receive questions from stakeholders and work through the approval process for a development project with VMT as the transportation analysis metric. WRCOG will also continue to conduct due diligence of a regional VMT Mitigation Program to provide options for local jurisdictions to mitigate VMT impacts as a result of project development. This exploration includes a quarterly working group meeting, consisting of RCTC, RTA and local jurisdictions, to discuss options of a potential VMT Mitigation Program. Participation in a potential Program will be on a voluntary basis.

D. GIS/Modeling Services

WRCOG will provide GIS and transportation modeling services to member agencies of WRCOG. This service is meant to provide GIS/modeling capabilities and products to WRCOG member agencies on an as-needed basis, to enhance GIS/Transportation modeling at agencies currently managing their own systems, and to provide quick, inexpensive services to members without need for additional staff, consultants, software licensing, hardware needs. Possible services include: General Plan amendments, traffic volume maps, traffic model scenarios for new development, project mapping, demographics, service area analysis, and SB 743 implementation.

E. Grant Writing Assistance Program

WRCOG established the Grant Writing Assistance Program to assist WRCOG member agencies in grant writing assistance on an as-needed basis. The primary focus of this Program will be two-fold. First, WRCOG will prepare a bi-weekly summary of potential grant opportunities that are distributed to WRCOG member agencies and made available upon request. Second, WRCOG will provide technical assistance to WRCOG member agencies with the development of grant applications. WRCOG will limit the technical assistance to transportation and planning grant applications, such as the Active Transportation Program, Caltrans Sustainable Transportation Planning Grant Program and the SCAG Sustainable Communities Program.

F. Research on travel and technology and the impact on the transportation system

WRCOG will continue to conduct research on-behalf of jurisdictions in Western Riverside County, as requested, to help prepare and provide information on the various challenges faced in the subregion. Changes in demographics will have an effect on travel conditions. WRCOG will continue to conduct research on travel behavior, especially as it relates to the changing economy, travel pattern and automation in order to highlight potential challenges the subregion may face and the opportunities jurisdictions should strategically be in position to leverage. WRCOG will continue to work to ensure this information is disseminated to jurisdictions and stakeholders through its Committee structure and is presented at forums, conferences, and panels where suitable.

G. Assembly Bill 602 Implementation – Analysis of Residential Trip Generation

AB 602 requires a local agency that conducts an impact fee nexus study to either calculate a fee levied or imposed on a housing development project proportionately to the square footage of the proposed units, or make specified findings explaining why square footage is not an appropriate metric to calculate the fees. The TUMF Program currently charges fees on a per unit basis. WRCOG will look into the relationship between development impact fees, travel behavior and residential unit size to analyze whether charging fees on a unit size basis, compared to per unit, will cause an effect on residential uses. WRCOG is proposing to assess the differing factors of the residential TUMF Program fee structure. The TUMF Program and fee structure is based on vehicular trip generation, so the study must assess vehicle trip generation. However, the study will also look at other potential factors that may affect travel behavior from residential land uses, such as price, demographic factors, location.

H. Research, agenda preparation, and staffing for WRCOG Planning Directors Committee

The research, agenda preparation, and staffing for the WRCOG Planning Directors Committee will support WRCOG member agencies to obtain information, access to research, and awareness of applicable grant opportunities, as well as foster discussions between WRCOG member jurisdictions regarding the latest challenges and opportunities facing the WRCOG subregion, in order to achieve more cost effective and efficient solutions to planning-related matters on a monthly basis.

I. Research, agenda preparation, and staffing for WRCOG Public Works Committee

The research, agenda preparation, and staffing for the WRCOG Public Works Committee will support WRCOG member agencies to obtain information, access to research, and awareness of applicable grant opportunities, as well as foster discussions between WRCOG member jurisdictions regarding the latest challenges and opportunities facing the WRCOG subregion, in order to achieve more cost effective and efficient solutions to public works or engineering-related matters on a monthly basis.

J. Outreach for WRCOG Programs and activities and engagement with WRCOG members, partner agencies, and stakeholders

Outreach for WRCOG Programs and activities and partner agencies will include assisting local jurisdictions and education institutions on the various WRCOG Programs

and subregional challenges faced. Housing challenges the subregion faces are topics discussed at the various WRCOG Committees so staff will focus on topics and issues related to housing. This focus will include conducting outreach to the subregion's legislatures and their staff to provide updates on the housing challenges that local jurisdictions and agencies are facing. Outreach will continue for the WRCOG Public Service Fellowship, which encourages students to seek careers in public policy and local government by gaining meaningful, hands-on experience at WRCOG member agencies. In addition, staff will continue to promote and attend member jurisdiction/agency events throughout the year. WRCOG will continue to participate in meetings and working groups with SCAG and coordinate with SCAG on a regular basis. WRCOG will continue to act as a liaison for the subregion and to disseminate relevant information at the appropriate times to local jurisdictions.

- K. Assistance to local jurisdictions on climate-related hazards and climate adaptation analyses and planning for the WRCOG subregion.

Continue overseeing studies and planning efforts to identify effects of climate change to the subregion and opportunities to mitigate these effects, particularly as it relates to transportation infrastructure. Grant funding to support climate-related activities is increasing and will become even more prominent as it is more of a focus for state and federal agencies; WRCOG will continue to assist local jurisdictions in attaining grant funding for these activities. Past WRCOG efforts, such as the risk assessments performed on a sample of vulnerable transportation assets in the subregion or identifying the needs of disadvantaged or vulnerable communities can be leveraged to attain the climate adaptation planning and implementation grant funding. The goal is to assist jurisdictions better plan for project prioritization and investment on the transportation system. Staff will also continue to participate in the Inland Southern California Climate Collaborative (ISC3). ISC3 is a diverse, cross-sectoral network of agencies, organizations, companies, and institutions working together to advance equitable solutions to create a resilient and thriving Inland Southern California in the face of climate related events.

- L. Smart Cities and Alternative Fuel Vehicle Development, and Air Quality:

Activities include:

- a) Research and implementation of Smart Cities technologies for local transportation infrastructure including the possible development of a regional Intelligent Transportation Systems (ITS) program for Western Riverside County.
- b) Provide outreach to the jurisdictions regarding air quality issues and funding opportunities.
- c) Support WRCOG Clean Cities and Programs that WRCOG has developed to assist jurisdictions in the purchase of alternative fuel vehicles and the development of the supporting infrastructure. Grant funding for alternative fuel vehicles and the development of infrastructure needed to support these vehicles is increasing and is becoming more of a focus for state and federal agencies. The goal is to ensure local jurisdictions are adequately supported to submit applications in order for the subregion to provide the necessary infrastructure for alternative fuel vehicles.

- d) Continued staff participation in SCAQMD activities, rule-making, funding opportunities, and the SCAQMD Air Quality Management Plan Advisory Group that will review and make recommendations regarding the development of the 2022 Air Quality Management Plan (AQMP).

## **2. Regional Transportation Programs**

RCTC  
Riverside Transit Agency  
Caltrans  
SCAG  
CALCOG

This program includes staff time to develop and work on two main projects/program areas. These are listed below and include a brief description.

### **Transportation Uniform Mitigation Fee (TUMF) Program:**

This Program includes staff time to administer the TUMF Program, which includes but is not limited to the following:

#### **A. Program contract/agreement administration:**

Review, coordinate, and finalize Reimbursement Agreements with member agencies for funding allocations based on five-year Zone Transportation Improvement Program (TIP).

#### **B. Conduct TUMF Nexus Study**

California Assembly Bill 1600 requires that all local agencies in California establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required. In accordance with this requirement, WRCOG plans to commence an analysis with the TUMF Program to ensure the adequacy of the developer impact fees and the projects included in the TUMF Network beginning in fall 2021.

#### **C. Public outreach/information:**

Prepare the TUMF Annual Report detailing collections for fiscal year and projects being funded with collections. Develop Press Releases for the TUMF Program highlighting major milestones, groundbreakings, ribbon cuttings. Filming of groundbreakings and ribbon cuttings for TUMF funded projects. Develop and purchase of signage for TUMF funded projects.

#### **D. TUMF Zone Transportation Improvement Program (TIP):**

Preparation and approval of five-year Zone TIPs with programmed funding for delivery of TUMF projects. Convene meetings of the Zone at the request of member agencies for funding additions and adjustments. Review funding requests to ensure that allocations are within limits of the Nexus Study.

#### **E. Preparation of annual adjustment for construction costs:**



Per the TUMF Administrative Plan, annual review of the construction cost index adjustment to the TUMF for consideration by the WRCOG Executive Committee. Preparation of the adjustment to the TUMF Network and develop documents for review by the WRCOG Committee structure. If approved by the WRCOG Executive Committee, prepare TUMF Ordinance/Resolution for member agency approval and assist local jurisdictions and stakeholders with fee adjustment implementation.

F. Maintain TUMF payment portal:

WRCOG collects TUMF on behalf of agencies that have approved a TUMF Ordinance Amendment with the option to delegate fee collection responsibility to WRCOG. To provide efficient and effective calculation and collection of TUMF, WRCOG developed a portal for member agency staff to submit calculation requests and for developers to make payments that will require maintenance and revisions.

G. Work with developers on credit and reimbursement agreements:

Coordinate with member agencies Credit Agreements with developers to ensure all policies and procedures are in place prior to execution of agreements. If necessary, convene meetings with applicable stakeholders to memorialize eligible expenses, maximum allocations of the Nexus Study and reconciliation of projects costs.

H. Review available data for requests made by stakeholders regarding TUMF calculations:

At the request of a stakeholder, review available data specific to land uses that may generate trips that do not typically fall within the standard TUMF land uses.

**RCTC Programs:**

This Program includes staff time to administer and assist RCTC as it relates to transportation planning and air quality programs, which includes but is not limited to the following:

- a) Participation in TUMF Program tasks as needed to assist RCTC in the implementation of the Regional TUMF Program.
- b) Participate in evaluation committees as requested; outreach assistance with RCTC's Programs and goals, and other planning related tasks as determined in consultation with the RCTC Executive Director.

# CVAG LTF Work Plan FY2022/23

## Big Picture

### Improving the Regional Arterial Network

Since 1989, CVAG has been responsible for regional transportation planning in the Coachella Valley and plans for all people of all ages using many modes of transportation. CVAG cooperates with its member jurisdictions to develop and manage progressive regional road and congestion mitigation programs. Some of its notable projects include overhauling six interchanges along the Interstate 10 Improvement Corridor. The priorities are regularly reviewed and encompassed in the Transportation Project Prioritization Study (TPPS) and the associated Regional Arterial Cost Estimate (RACE) and Active Transportation Plan (ATP). In recent months, CVAG has joined member jurisdictions in celebrating several project completions. In the upcoming fiscal year, CVAG's Transportation Department will continue to work with member jurisdictions to advance individual projects, including regional active transportation projects, and support efforts to secure outside funding to reduce the impact on regional and local resources.

### Transportation Uniform Mitigation Fee (TUMF) Program

The TUMF program began in Fiscal Year 1989/1990 as a way to generate additional funds required for necessary improvements to the regional transportation system. Local jurisdictions may choose not to collect TUMF. However, jurisdictions not collecting TUMF forfeit their share of local Measure A funds to the regional arterial program. CVAG saw a steady increase in local Measure A funding received by CVAG's member jurisdictions until the Great Recession,

which began in 2008 and resulted in significant downturns in revenues generated. TUMF, like all development impact fees, requires a nexus to be demonstrated between the proposed development and the impacts to be mitigated. In TUMF's case, the assessment is based on the number of vehicle trips new development or site improvements may generate.

### CV Link

CVAG has been working on CV Link for the past decade. The project is a major innovation in alternative transportation that will provide a safe route to walk, run, bike, or use low-speed electric vehicles, such as golf carts. CV Link is expected to provide significant environmental, health, and economic benefits to generations of current and future residents and visitors. CV Link will ultimately span more than 40 miles across the Coachella Valley. To date, about seven miles of the project have been built in the cities of Cathedral City, Palm Desert, and Palm Springs. When the current construction is complete, more than half of the project will be built. Construction will continue this year in the cities of Palm Springs, Palm Desert, La Quinta, Indio, and Coachella, as well as unincorporated Riverside County. In addition to bridges, this stage of construction includes undercrossings, which are a vital safety feature that will allow the CV Link users to go under major roadways to avoid traditional vehicular traffic.

### CV Sync

Synchronizing the traffic signals across the Coachella Valley has been a longstanding goal at CVAG. The design and engineering of CV Sync started in 2016, and the work was later expanded to encompass upgrading all traffic



controllers to the same standard. Construction of CV Sync's first phase – synchronizing signals on Highway 111, Washington Street, and Ramon Road – is underway and will be completed this coming fiscal year. The second phase, which includes another 21 corridors, is expected to start in Fiscal Year 2022/23. CV Sync will have technology that allows all cities to communicate and coordinate in real-time to manage traffic flow, especially useful during large events that draw hundreds of thousands of tourists to the Coachella Valley. This project will also deploy fiber-optic broadband technology throughout the Coachella Valley, which can help to unlock federal and state funding opportunities. The project spans the Coachella Valley but does not extend into the City of Rancho Mirage, which previously secured funding to do its own signal synchronization project.

## Core Program Areas

The Work Plan for Fiscal Year 2022/23 is separated into the following core program areas:

### Project Management and Contract Administration

The Transportation Department leads the implementation of the Transportation Project Prioritization Study (TPPS), Regional Arterial Cost Estimate (RACE), and Active Transportation Program (ATP). The department also provides updates to the Capital Improvement Program (CIP) and other transportation plans in partnership with member jurisdictions. This role includes staff time to conduct project oversight (design, environmental, construction, and close-out), preparation of reimbursement agreements for regional arterial, interchange, and bridge projects, review and approval of project billings in accordance with the scope of work, and participation in project development team meetings and associated staff reports. In recent years, the Transportation Department has conducted cash

flow analysis for regional projects and provided recommendations on maximizing opportunities at the state and federal levels.

### Regional Coordination of Programs

CVAG works closely with its partners – including the Riverside County Transportation Commission – to support the Riverside County Congestion Management Program, analyze traffic patterns through the traffic count program, and advance regional transportation projects. Additionally, CVAG supports the RCTC Technical Advisory Committee and efforts for County-wide SB 821 and Local Streets & Roads funding. CVAG also has helped advance the Coachella Valley Passenger Rail Service Development Plan. Coordination with RCTC will be further formalized in the coming months when both agencies bring forth an updated memorandum of understanding to their respective governing bodies.

Additionally, staff time is used to support the State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program (RTIP), support the implementation of the CVAG Transportation Project Prioritization Study (TPPS), and monitor and examine the impacts of implementing state policies. TPPS activities support the regional project construction program, including staff time to develop an annual prioritized list of construction projects and required financial resources.

CVAG also supports the Southern California Association of Governments' programs, including providing input to the Federal and Regional Transportation Improvement Plans (FTIP and RTIP) and assisting SCAG with transportation modeling refinements.

### CV Link

The largest segment of this 40-plus mile active transportation corridor is now under construction. At the same

time, resources are dedicated to conducting project oversight of services needed for future phases (environmental compliance, right-of-way, and phased construction of later segments).

### **CV Sync**

Phase I of the valley-wide signal synchronization project will be completed this year, improving travel along Highway 111, Washington, and Ramon. Staff time includes conducting project oversight of consultant services (environmental compliance, right-of-way, and phased construction plans), review of project billings, participation in project development team meetings, and preparing associated reports. CVAG is finalizing construction plans, specifications, and cost estimates to launch construction of Phase 2 in this fiscal year.

### **Planning For Future Transportation Needs**

This area involves support to multiple programs focusing on key project areas. These areas include staff time and project management to maintain and provide input for GIS Information Services, the countywide transportation demand model, the regional arterial traffic count program, and transportation legislation review and analysis. CVAG staff also provides regional land use information to CVAG jurisdictions, developers, SCAG, and Caltrans. The countywide transportation model involves support for the RIVCOM transportation model for forecasting projected transportation system needs to the year 2039.

### **Implementing The TUMF Program**

CVAG continues to dedicate staff time to support the TUMF and TUMF/GIS Interface programs. TUMF program activities include staff time to update the program, monitor its implementation in member jurisdictions, perform annual fiscal reviews of building permits and monthly TUMF collections, research, analyze and prepare reports for TUMF appeals, enter TUMF collections in the TUMF database, to meet with developers on request to review potential TUMF assessments, and to perform special TUMF analyses upon request. The TUMF/GIS Interface program requires support for continuing the development of integrating the TUMF collection process with electronic transmission of new development information for land use coverages and coordinating with RCTC on TUMF compliance.

### **Congestion Management / Air Quality Programs**

The Transportation Department provides support for air quality programs, including the regional street sweeping program. CVAG also helps address State Implementation Plan (SIP) conformance to regional projects.

### **Fighting for the Region's Fair Share of Funding**

With costs escalating on projects, major sources of revenue for many of CVAG's traditional transportation projects are drying up. CVAG staff has recently provided committees

with cash flow projections that show declines in Measure A sales tax revenue and TUMF revenues. State and federal resources are simply not keeping up with the demand. For example, the FY 2020 estimates from the State Transportation Improvement Program (STIP) have been reduced by 82 percent and the Highway Bridge Program (HBP) is beyond oversubscribed, having a 20-year backlog of projects waiting to be funded. CVAG has been actively tracking the debated transportation infrastructure funds at the state and federal levels and has recently engaged lobbying firms to help secure the region's fair share of the funding.

### **Anticipated Milestones for FY 2022/23**

- » Construct segments of CV Link in the Cities of Palm Springs, Palm Desert, La Quinta, Indio, and Coachella, and prepare bid packages for the next stretches of the project.
- » Transform travel along major arterials and position the Coachella Valley as a smart region by finishing CV Sync Phase 1 construction along Highway 111, Ramon, and Washington and starting construction on CV Sync Phase 2.
- » Update the Transportation Project Prioritization Study (TPPS) to align with statewide trends and requirements (including vehicle miles traveled as a consideration), with anticipated completion in FY 2023/24.
- » Complete planning and design of low-water crossings identified in the recent Flood and Blowsand Study, which identified more cost-effective alternatives to expensive bridges and overpasses in the western Coachella Valley).
- » Updating formula funding distribution agreements with the Riverside County Transportation Commission (RCTC) to secure the equitable distribution of state and federal funding for the Coachella Valley.
- » Work with member jurisdictions to identify funding for and advance regional roadway, bridge, and interchange projects to improve travel and goods movement across the region.



# **AGENDA ITEM 6G**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Toll Policy and Operations Committee Anthony Parada, Senior Management Analyst Jennifer Crosson, Toll Operations Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	15 Express Lanes Monthly Status Reports

**TOLL POLICY AND OPERATIONS COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file the 15 Express Lanes Monthly Reports for the six months from January to June 2022.

**BACKGROUND INFORMATION:**

The monthly 15 Express Lanes reports for the six months from January to June 2022 are attached. The monthly reports provide information about 15 Express Lanes performance and activity.

**FISCAL IMPACT:**

This item is for informational purposes only. There is no fiscal impact.

Attachments:

- 1) 15 Express Lanes Status Report for January 2022
- 2) 15 Express Lanes Status Report for February 2022
- 3) 15 Express Lanes Status Report for March 2022
- 4) 15 Express Lanes Status Report for April 2022
- 5) 15 Express Lanes Status Report for May 2022
- 6) 15 Express Lanes Status Report for June 2022







*RiversideExpress*  
***15 ExpressLanes***

Status Report  
January 31, 2022

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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for January 2022 was 1,561,625. This represents a daily average of 50,375 transactions. Potential toll revenue for January was \$2,032,678. Carpool percentage for January was 10.6%.

Month-to-date traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of January 2022.

### Current Month-to-Date as of January 31, 2022

Transactions	JAN-22 MTD	Stantec MTD Projected	# Variance	% Variance
SOV	1,396,601			
HOV3+	165,024			
Total Gross Transactions	1,561,625	2,039,671	(478,046)	(23.4%)
<b>Revenue</b>				
SOV	\$2,032,678			
HOV3+	\$0			
Total Gross Revenue	\$2,032,678	\$1,714,814	\$317,864	18.5%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.46			
Average HOV3+				
Average Gross Revenue	\$1.30	\$0.84	\$0.46	54.8%

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	718,136	80,767	798,903	51.2%	\$463,652	22.8%
Southbound	678,465	84,257	762,722	48.8%	\$1,569,026	77.2%
Totals	1,396,601	165,024	1,561,625	100.0%	\$2,032,678	100.0%

SOV: Single Occupancy Vehicle  
HOV3+: High Occupancy Vehicle

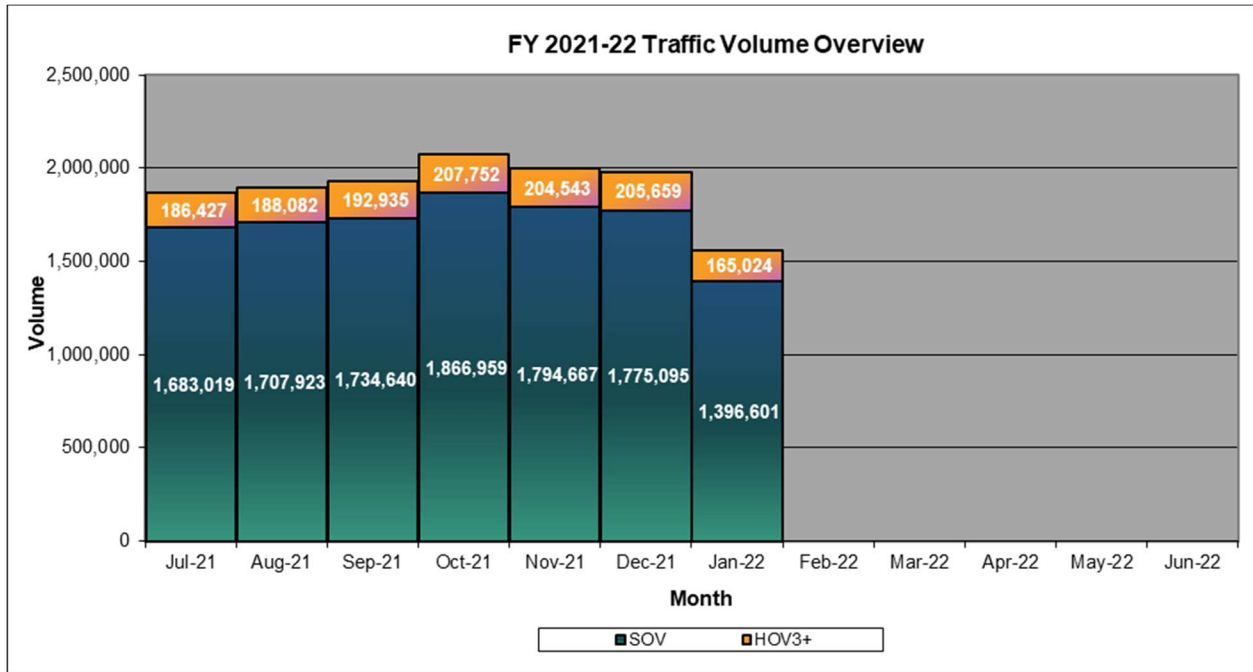
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2021 through January 2022. Year-to-date average revenue per-transaction is \$1.30.

**FY 2021-22 Year-to-Date as of January 31, 2022**

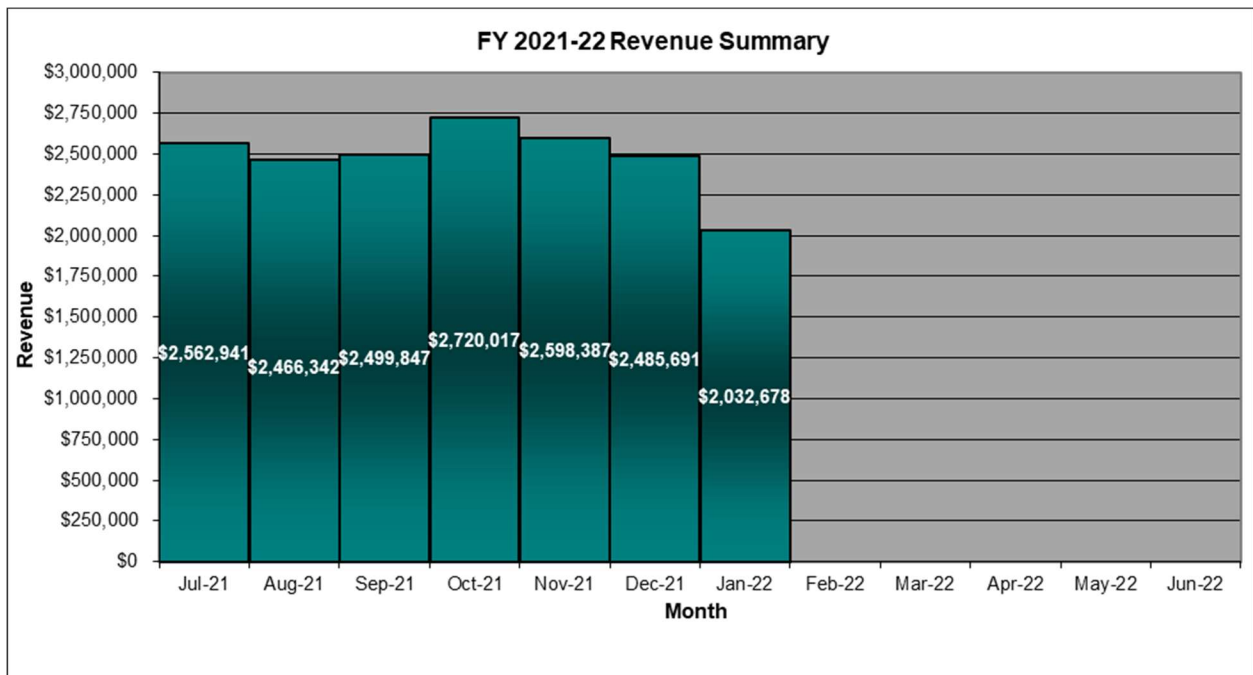
<b>Transactions</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>
SOV	11,958,904			
HOV3+	1,350,422			
Total Gross Transactions	13,309,326	14,450,614	(1,141,288)	(7.9%)
<b>Revenue</b>				
SOV	\$17,365,903			
HOV3+	\$0			
Total Gross Revenue	\$17,365,903	\$11,633,414	\$5,732,489	49.3%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.45			
Average HOV3+	\$0.00			
Average Gross Revenue	\$1.30	\$0.81	\$0.49	60.5%

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2021-22 on a monthly basis.



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## PEAK-HOUR VOLUMES

The 15 Express Lanes will feature dynamic pricing, which adjusts toll rates based on traffic volumes and to maintain a free-flowing trip. In January, tolls were manually adjusted while the dynamic pricing engine was calibrated.

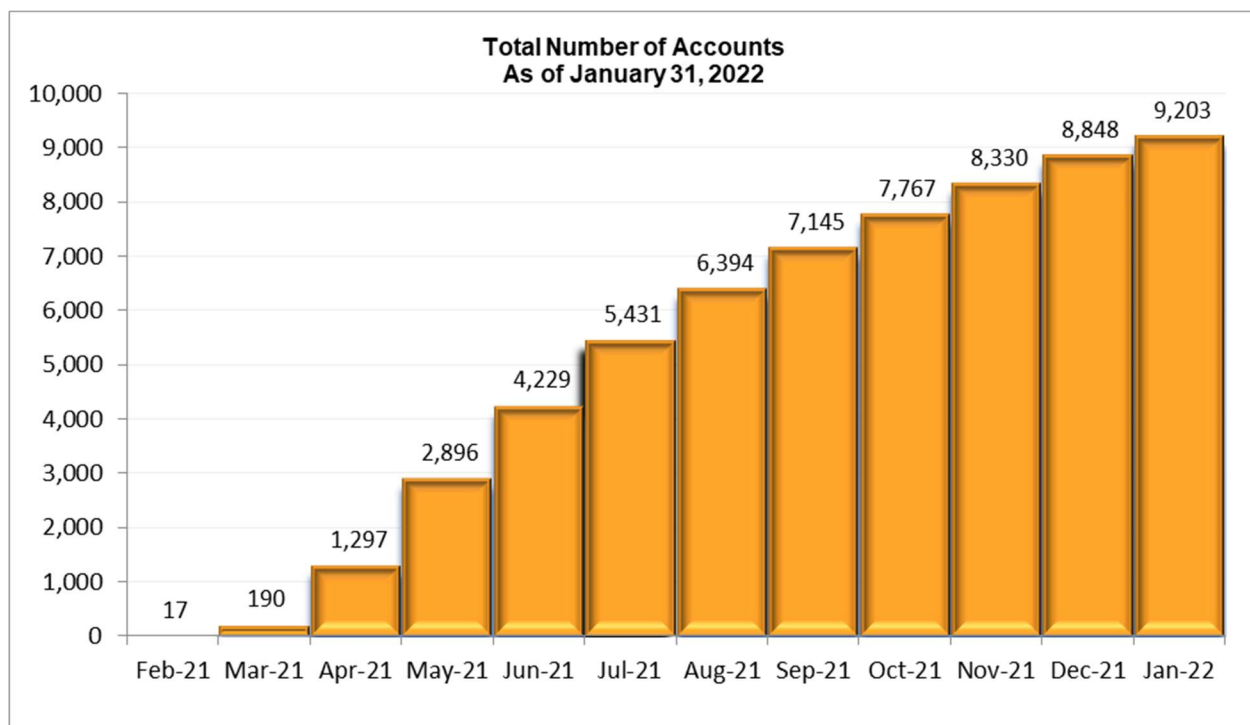
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	9.5%	11.2%
Highest Toll	\$1.50	\$14.00
Highest Traffic Hour	5AM, 15N Cajalco/Magnolia 1,086 Transactions	4PM, 15S Magnolia/Cajalco 1,455 Transactions

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	JANUARY 2022 PERFORMANCE
<b>CUSTOMER ACCOUNTS</b>		
Transponder Fulfillment	100% within 2 business days	100% within 1 business day
Payment Posting	100% within 1 business days	100% within 1 business day
<b>CUSTOMER CALLS</b>		
Average Wait Time	Less than 150 seconds avg per week	7 seconds highest avg wait time
Abandon Rate	Less than 2%	0.1% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	98.05% satisfaction rate
<b>CORRESPONDENCE</b>		
Email Response	100% within 2 business days	100% within 2 business days
Mail Response	100% within 3 business days	100% within 1 business day

At the end of January 2022, Riverside Express had 9,203 customer accounts and 20,854 transponders classified as assigned.



### CUSTOMER CONTACT ACTIVITY

During January, RiversideExpress.com was visited by 16,738 users and the Customer Service Center processed 1,165 pieces of correspondence.



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## OPERATIONAL HIGHLIGHTS

### **ON-ROAD OPERATIONS**

Freeway Service Patrol responded to 35 calls during the month of January. Of those calls, 21 were to assist disabled vehicles, 10 calls to remove debris, and 4 were in response to accidents that affected the Express Lanes.

### **OPERATIONAL ACTIVITY**

The Customer Service Center (CSC) is open and receiving customer calls regarding the 15 Express Lanes. Calls mostly consist of general inquiries about using the 15 Express Lanes and violations. The Walk-In Center (WIC) is open and servicing customers. During the month of January, 26 customers visited in the WIC. Most were customers seeking assistance with their accounts. Operational activities on the roadway and in the CSC continue to function, including aiding stranded motorists, providing incident management services, dispatching emergency vehicles through the traffic operations center, and responding to customer service and violation calls.

## FINANCIAL HIGHLIGHTS

### RCTC 15 Express Lanes Operating Statement

Description	YTD as of : <b>1/31/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 16,819,827.29	\$ 12,599,883.33	\$ 4,219,943.96	33.5
Fee Revenue	2,538,813.79	1,150,333.33	1,388,480.46	120.7
<b>Total operating revenues</b>	<b>19,358,641.08</b>	<b>13,750,216.67</b>	<b>5,608,424.41</b>	<b>40.8</b>
<b>Operating expenses:</b>				
Salaries and Benefits	240,294.34	557,375.00	317,080.66	56.9
Legal Services	7,890.95	90,533.33	82,642.38	91.3
Advisory Services	13,077.85	2,916.67	(10,161.18)	(348.4)
Audit and Accounting Fees	20,527.50	16,800.00	(3,727.50)	(22.2)
Service Fees	8,427.18	9,100.00	672.82	7.4
Other Professional Services	230,263.85	455,758.33	225,494.48	49.5
Lease Expense	110.00	116.67	6.67	5.7
Operations	767,453.04	1,818,133.33	1,050,680.29	57.8
Utilities	71,683.95	107,975.00	36,291.05	33.6
Supplies and Materials	10,401.42	7,583.33	(2,818.09)	(37.2)
Membership and Subscription Fees	-	-	-	N/A
Office Equipment & Furniture (Non-Capital)	-	2,916.67	2,916.67	100.0
Maintenance/Repairs	241,773.67	308,291.67	66,518.00	21.6
Training Seminars and Conferences	1,597.37	933.33	(664.04)	(71.1)
Transportation Expenses	257.90	1,400.00	1,142.10	81.6
Lodging	-	758.33	758.33	100.0
Meals	-	291.67	291.67	100.0
Other Staff Expenses	134.51	175.00	40.49	23.1
Advertising	1,231.22	141,750.00	140,518.78	99.1
Program Management	22,697.78	48,416.67	25,718.89	53.1
Program Operations	2,788,003.80	5,707,100.00	2,919,096.20	51.1
Litigation Settlement	-	-	-	N/A
Furniture & Equipment	-	14,583.33	14,583.33	100.0
Improvements	10,932.50	14,583.33	3,650.83	25.0
Bad Debt Expense	158.37	-	(158.37)	N/A
<b>Total operating expenses</b>	<b>4,436,917.20</b>	<b>9,307,491.67</b>	<b>4,870,574.47</b>	<b>52.3</b>
<b>Operating income (loss)</b>	<b>14,921,723.88</b>	<b>4,442,725.00</b>	<b>10,478,998.88</b>	<b>235.9</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(139,713.26)	4,258.33	(143,971.59)	3,380.9
Other Miscellaneous Revenue	48,687.48	57,166.67	(8,479.19)	14.8
Interest Expense	(2,373,017.00)	-	(2,373,017.00)	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(2,464,042.78)</b>	<b>61,425.00</b>	<b>(2,525,467.78)</b>	<b>4,111.5</b>
Transfers In	-	-	-	N/A
Transfers Out	(4,498,408.31)	(267,050.00)	(4,231,358.31)	1,584.5
<b>Net income (loss)</b>	<b>\$ 7,959,272.79</b>	<b>\$ 4,237,100.00</b>	<b>\$ 3,722,172.79</b>	<b>87.8</b>

<sup>1</sup> Unaudited





*RiversideExpress*  
***15 ExpressLanes***

Status Report  
February 28, 2022

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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for February 2022 was 1,887,243. This represents a daily average of 67,402 transactions. Potential toll revenue for February was \$2,504,308. Carpool percentage for February was 10.6%.

Month-to-date traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of February 2022.

### Current Month-to-Date as of February 28, 2022

Transactions	FEB-22 MTD	Stantec MTD Projected	# Variance	% Variance
SOV	1,687,635			
HOV3+	199,608			
Total Gross Transactions	1,887,243	1,983,843	(96,600)	(4.9%)
<b>Revenue</b>				
SOV	\$2,504,308			
HOV3+	\$0			
Total Gross Revenue	\$2,504,308	\$1,687,914	\$816,394	48.4%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.48			
Average HOV3+				
Average Gross Revenue	\$1.33	\$0.85	\$0.48	56.5%

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	852,118	96,671	948,789	50.3%	\$549,042	21.9%
Southbound	835,517	102,937	938,454	49.7%	\$1,955,266	78.1%
Totals	1,687,635	199,608	1,887,243	100.0%	\$2,504,308	100.0%

SOV: Single Occupancy Vehicle  
HOV3+: High Occupancy Vehicle

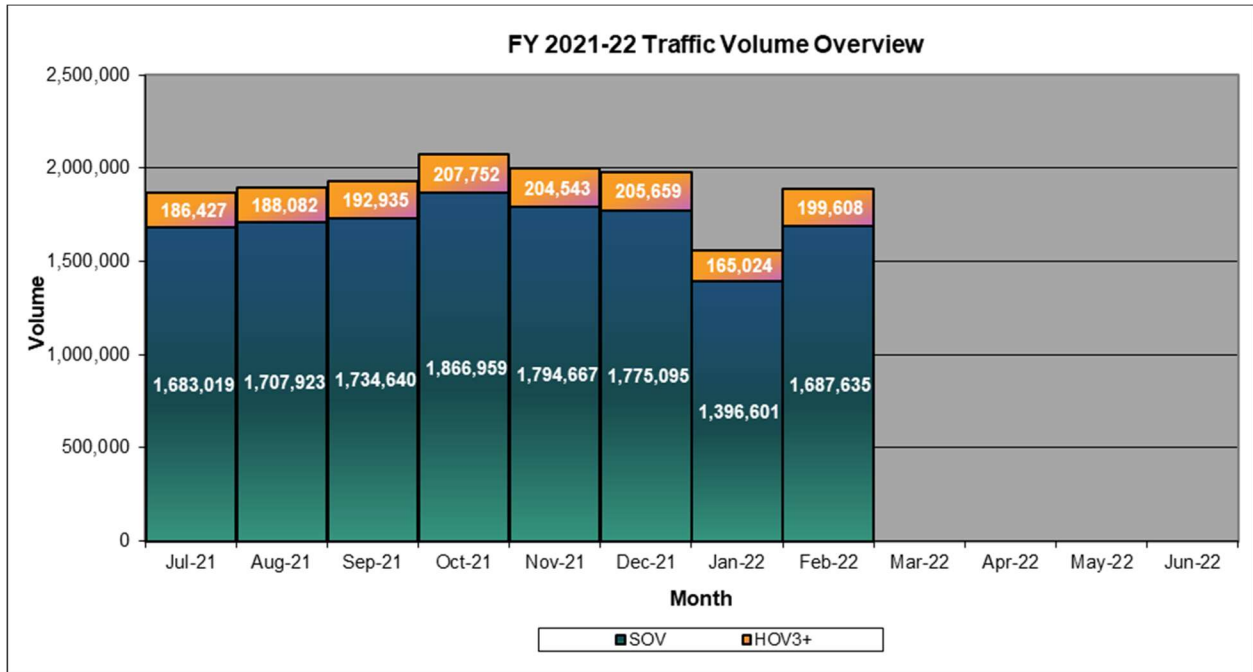
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2021 through February 2022. Year-to-date average revenue per-transaction is \$1.31.

**FY 2021-22 Year-to-Date as of February 28, 2022**

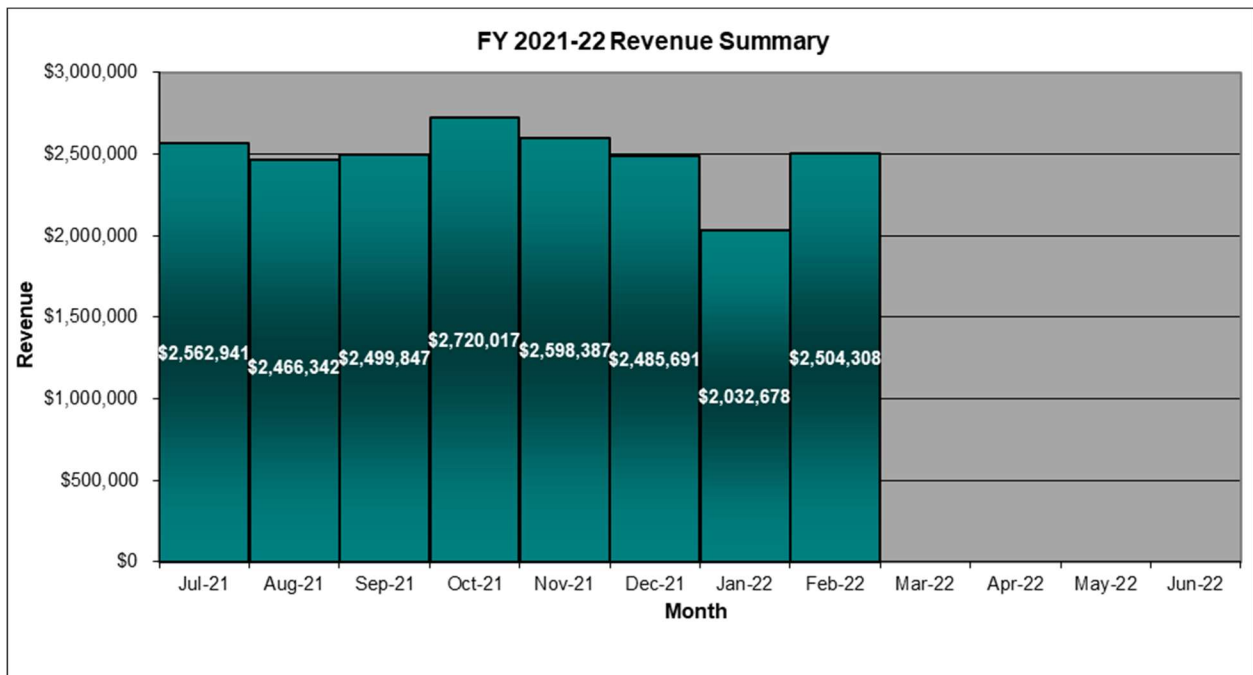
<b>Transactions</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>
SOV	13,646,539			
HOV3+	1,550,030			
Total Gross Transactions	15,196,569	16,434,457	(1,237,888)	(7.5%)
<b>Revenue</b>				
SOV	\$19,870,211			
HOV3+	\$0			
Total Gross Revenue	\$19,870,211	\$13,321,329	\$6,548,882	49.2%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.46			
Average HOV3+	\$0.00			
Average Gross Revenue	\$1.31	\$0.81	\$0.50	61.7%

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2021-22 on a monthly basis.





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## PEAK-HOUR VOLUMES

The 15 Express Lanes will feature dynamic pricing, which adjusts toll rates based on traffic volumes and to maintain a free-flowing trip. In February, tolls were manually adjusted while the dynamic pricing engine was calibrated.

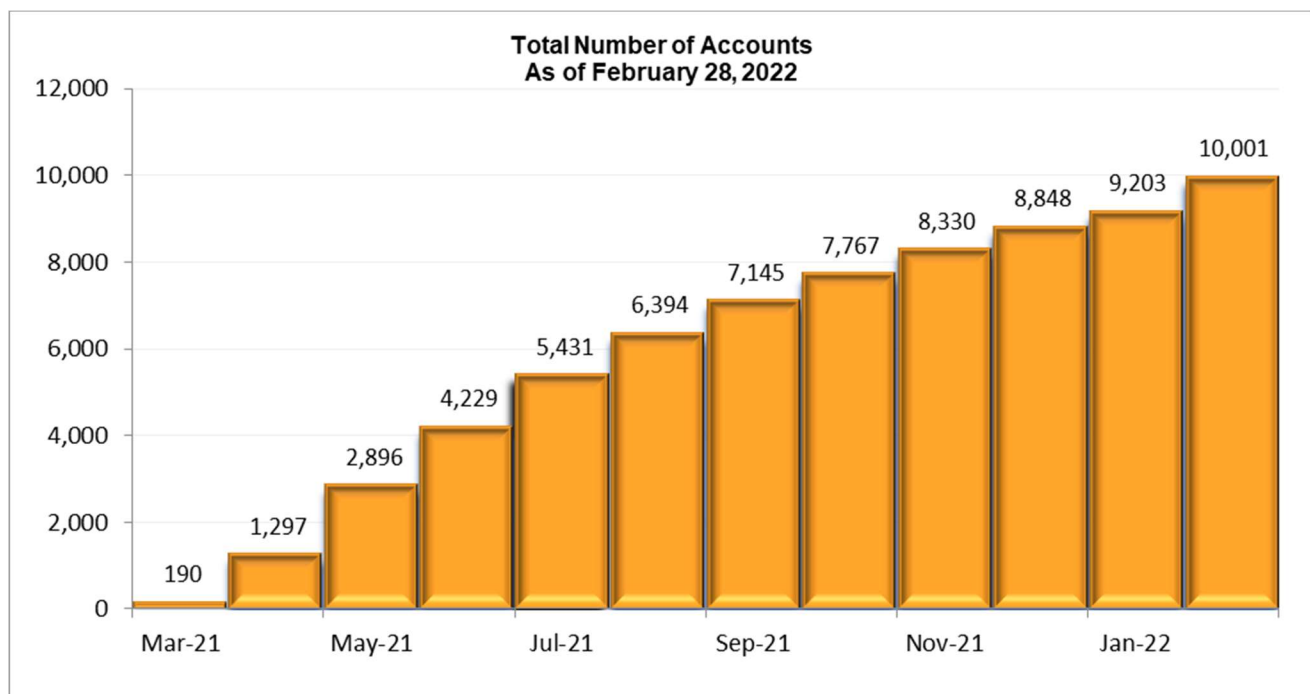
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	9.7%	10.9%
Highest Toll	\$1.50	\$14.00
Highest Traffic Hour	6AM, 15N Cajalco/Magnolia 1,225 Transactions	3PM, 15S Magnolia/Cajalco 1,616 Transactions

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	FEBRUARY 2022 PERFORMANCE
<b>CUSTOMER ACCOUNTS</b>		
Transponder Fulfillment	100% within 2 business days	100% within 1 business day
Payment Posting	100% within 1 business days	100% within 1 business day
<b>CUSTOMER CALLS</b>		
Average Wait Time	Less than 150 seconds avg per week	5 seconds highest avg wait time
Abandon Rate	Less than 2%	0.1% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	98.05% satisfaction rate
<b>CORRESPONDENCE</b>		
Email Response	100% within 2 business days	100% within 1 business days
Mail Response	100% within 3 business days	100% within 1 business day

At the end of February 2022, Riverside Express had 10,001 customer accounts and 22,119 transponders classified as assigned.



### CUSTOMER CONTACT ACTIVITY

During February, RiversideExpress.com was visited by 14,867 users and the Customer Service Center processed 1,007 pieces of correspondence.

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## OPERATIONAL HIGHLIGHTS

### **ON-ROAD OPERATIONS**

Freeway Service Patrol responded to 43 calls during the month of February. Of those calls, 30 were to assist disabled vehicles, 8 calls to remove debris, and 5 were in response to accidents that affected the Express Lanes.

### **OPERATIONAL ACTIVITY**

The Customer Service Center (CSC) is open and receiving customer calls regarding the 15 Express Lanes. Calls mostly consist of general inquiries about using the 15 Express Lanes and violations. The Walk-In Center (WIC) is open and servicing customers. During the month of February, 26 customers visited in the WIC. Most were customers seeking assistance with their accounts or violations customers. Operational activities on the roadway and in the CSC continue to function, including aiding stranded motorists, providing incident management services, dispatching emergency vehicles through the traffic operations center, and responding to customer service and violation calls.

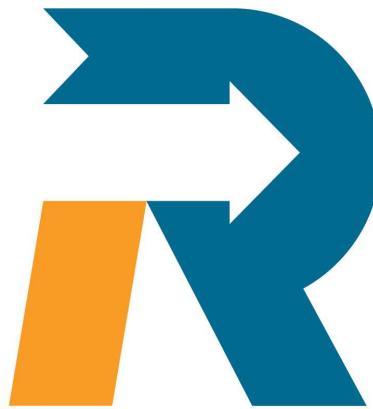
## FINANCIAL HIGHLIGHTS

### RCTC 15 Express Lanes Operating Statement

Description	YTD as of : <b>2/28/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 19,208,932.01	\$ 14,399,866.67	\$ 4,809,065.34	33.4
Fee Revenue	2,787,022.10	1,314,666.67	1,472,355.43	112.0
<b>Total operating revenues</b>	<b>21,995,954.11</b>	<b>15,714,533.33</b>	<b>6,281,420.78</b>	<b>40.0</b>
<b>Operating expenses:</b>				
Salaries and Benefits	281,043.59	637,000.00	355,956.41	55.9
Legal Services	8,450.95	103,466.67	95,015.72	91.8
Advisory Services	13,077.85	3,333.33	(9,744.52)	(292.3)
Audit and Accounting Fees	20,527.50	19,200.00	(1,327.50)	(6.9)
Service Fees	8,427.18	10,400.00	1,972.82	19.0
Other Professional Services	242,591.97	520,866.67	278,274.70	53.4
Lease Expense	110.00	133.33	23.33	17.5
Operations	840,100.67	2,077,866.67	1,237,766.00	59.6
Utilities	82,305.88	123,400.00	41,094.12	33.3
Supplies and Materials	10,401.42	8,666.67	(1,734.75)	(20.0)
Membership and Subscription Fees	125.00	-	(125.00)	N/A
Office Equipment & Furniture (Non-Capital)	-	3,333.33	3,333.33	100.0
Maintenance/Repairs	267,196.28	352,333.33	85,137.05	24.2
Training Seminars and Conferences	1,597.37	1,066.67	(530.70)	(49.8)
Transportation Expenses	257.90	1,600.00	1,342.10	83.9
Lodging	-	866.67	866.67	100.0
Meals	-	333.33	333.33	100.0
Other Staff Expenses	134.51	200.00	65.49	32.7
Advertising	1,231.22	162,000.00	160,768.78	99.2
Program Management	26,738.88	55,333.33	28,594.45	51.7
Program Operations	4,083,196.41	6,522,400.00	2,439,203.59	37.4
Litigation Settlement	-	-	-	N/A
Furniture & Equipment	-	16,666.67	16,666.67	100.0
Improvements	10,932.50	16,666.67	5,734.17	34.4
Bad Debt Expense	190.18	-	(190.18)	N/A
<b>Total operating expenses</b>	<b>5,898,637.26</b>	<b>10,637,133.33</b>	<b>4,738,496.07</b>	<b>44.5</b>
<b>Operating income (loss)</b>	<b>16,097,316.85</b>	<b>5,077,400.00</b>	<b>11,019,916.85</b>	<b>217.0</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(139,588.54)	4,866.67	(144,455.21)	2,968.3
Other Miscellaneous Revenue	48,687.48	65,333.33	(16,645.85)	25.5
Interest Expense	(2,373,017.00)	-	(2,373,017.00)	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(2,463,918.06)</b>	<b>70,200.00</b>	<b>(2,534,118.06)</b>	<b>3,609.9</b>
Transfers In	-	-	-	N/A
Transfers Out	(4,498,408.31)	(305,200.00)	(4,193,208.31)	1,373.9
<b>Net income (loss)</b>	<b>\$ 9,134,990.48</b>	<b>\$ 4,842,400.00</b>	<b>\$ 4,292,590.48</b>	<b>88.6</b>

<sup>1</sup> Unaudited





*RiversideExpress*  
***15 ExpressLanes***

Status Report  
March 31, 2022

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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for March 2022 was 2,104,090. This represents a daily average of 67,874 transactions. Potential toll revenue for March was \$2,737,989. Carpool percentage for March was 10.6%.

Month-to-date traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of March 2022.

### Current Month-to-Date as of March 31, 2022

Transactions	MAR-22 MTD	Stantec MTD Projected	# Variance	% Variance
SOV	1,881,534			
HOV3+	222,556			
Total Gross Transactions	2,104,090	2,358,771	(254,681)	(10.8%)
<b>Revenue</b>				
SOV	\$2,737,989			
HOV3+	\$0			
Total Gross Revenue	\$2,737,989	\$2,035,571	\$702,417	34.5%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.46			
Average HOV3+				
Average Gross Revenue	\$1.30	\$0.86	\$0.44	51.2%

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	942,968	107,889	1,050,857	49.9%	\$591,636	21.6%
Southbound	938,566	114,667	1,053,233	50.1%	\$2,146,353	78.4%
Totals	1,881,534	222,556	2,104,090	100.0%	\$2,737,989	100.0%

SOV: Single Occupancy Vehicle  
HOV3+: High Occupancy Vehicle



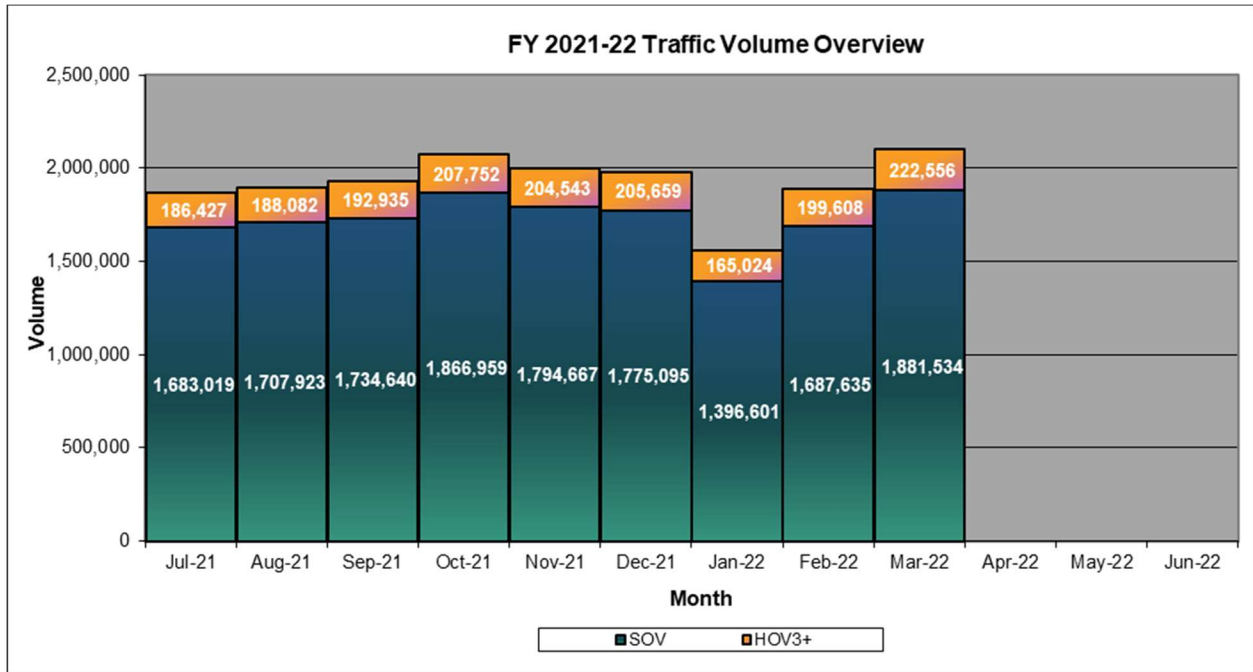
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2021 through March 2022. Year-to-date average revenue per-transaction is \$1.31.

**FY 2021-22 Year-to-Date as of March 31, 2022**

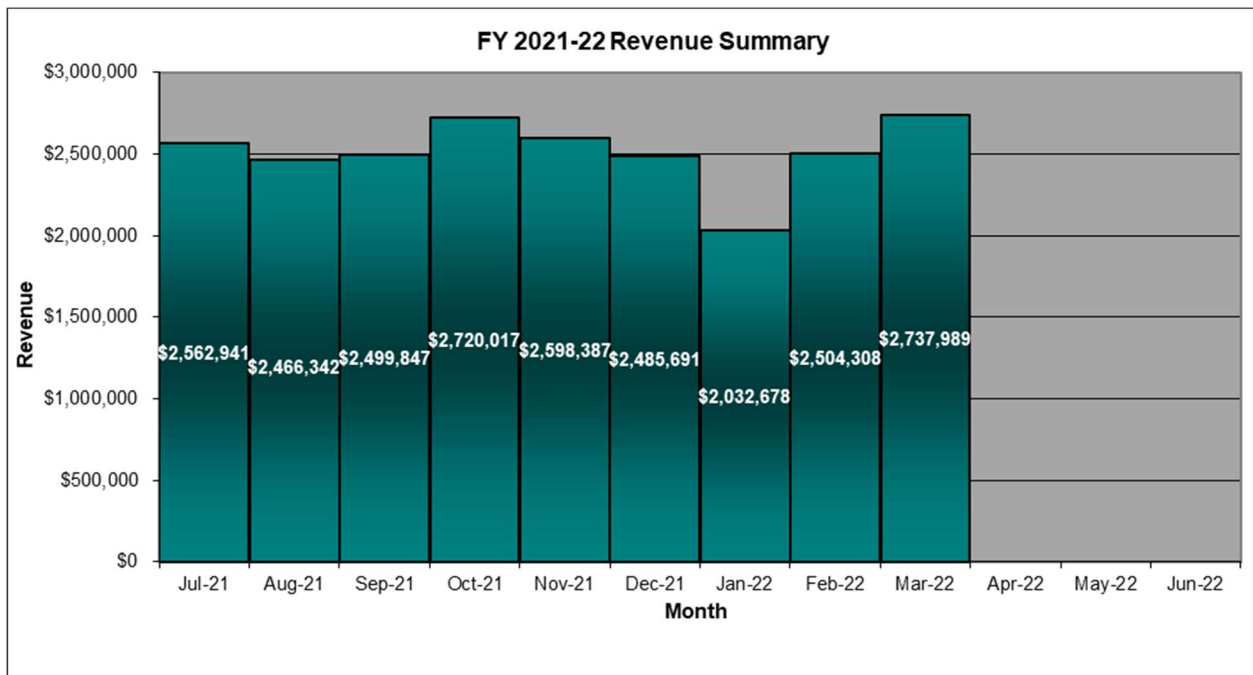
<b>Transactions</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>
SOV	15,528,073			
HOV3+	1,772,586			
Total Gross Transactions	17,300,659	18,793,229	(1,492,570)	(7.9%)
<b>Revenue</b>				
SOV	\$22,608,200			
HOV3+	\$0			
Total Gross Revenue	\$22,608,200	\$15,356,900	\$7,251,300	47.2%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.46			
Average HOV3+	\$0.00			
Average Gross Revenue	\$1.31	\$0.82	\$0.49	59.8%

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2021-22 on a monthly basis.



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## PEAK-HOUR VOLUMES

The 15 Express Lanes will feature dynamic pricing, which adjusts toll rates based on traffic volumes and to maintain a free-flowing trip. In March, the dynamic pricing engine went live on the 15 Express Lanes. Staff is carefully monitoring pricing.

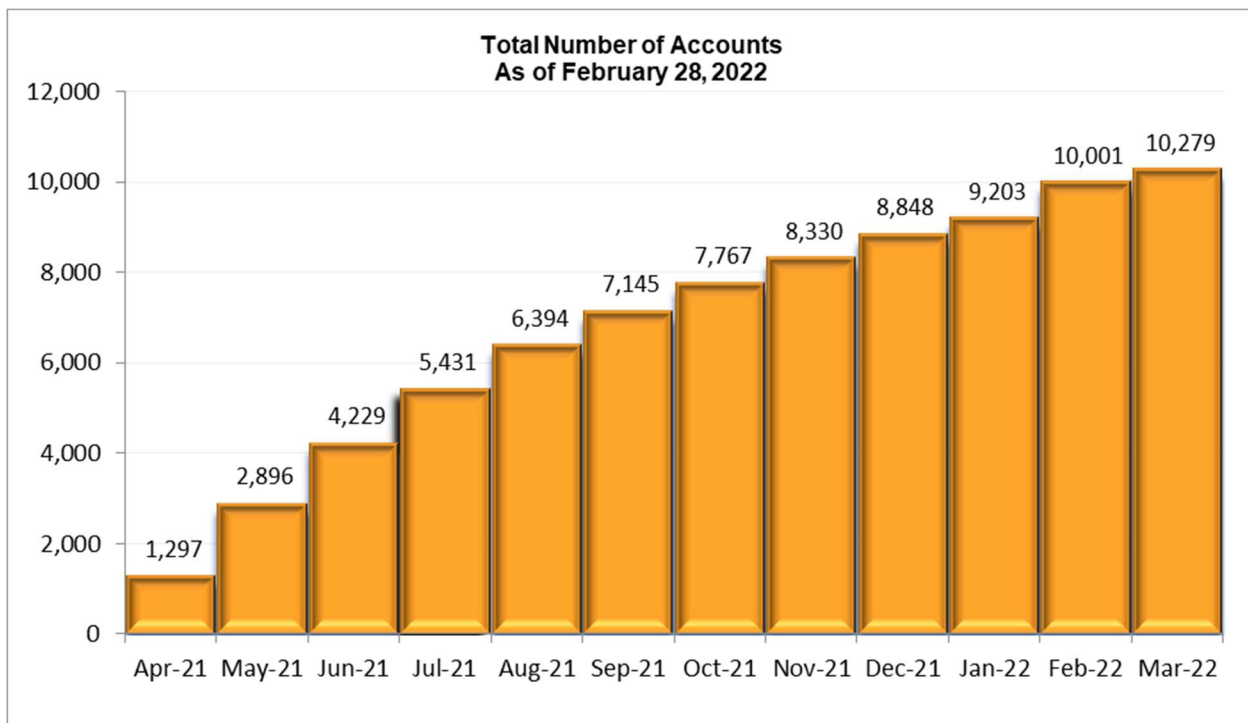
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	9.8%	10.9%
Highest Toll	\$1.50	\$14.00
Highest Traffic Hour	7AM, 15N Cajalco/Magnolia 1,732 Transactions	3PM, 15S Magnolia/Cajalco 1,580 Transactions

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	MARCH 2022 PERFORMANCE
<b>CUSTOMER ACCOUNTS</b>		
Transponder Fulfillment	100% within 2 business days	100% within 2 business day
Payment Posting	100% within 1 business days	100% within 1 business day
<b>CUSTOMER CALLS</b>		
Average Wait Time	Less than 150 seconds avg per week	29 seconds highest avg wait time
Abandon Rate	Less than 2%	0.6% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	97.69% satisfaction rate
<b>CORRESPONDENCE</b>		
Email Response	100% within 2 business days	100% within 1 business days
Mail Response	100% within 3 business days	100% within 1 business day

At the end of March 2022, Riverside Express had 10,279 customer accounts and 23,952 transponders classified as assigned.



### CUSTOMER CONTACT ACTIVITY

During March, RiversideExpress.com was visited by 20,028 users and the Customer Service Center processed 1,209 pieces of correspondence.

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## OPERATIONAL HIGHLIGHTS

### **ON-ROAD OPERATIONS**

Freeway Service Patrol responded to 30 calls during the month of March. Of those calls, 21 were to assist disabled vehicles, 3 calls to remove debris, and 6 were in response to accidents that affected the Express Lanes.

### **OPERATIONAL ACTIVITY**

The Customer Service Center (CSC) is open and receiving customer calls regarding the 15 Express Lanes. Calls mostly consist of violation inquiries. The Walk-In Center (WIC) is open and servicing customers. During the month of March, 40 customers visited in the WIC. Most were violations customers. Operational activities on the roadway and in the CSC continue to function, including aiding stranded motorists, providing incident management services, dispatching emergency vehicles through the traffic operations center, and responding to customer service and violation calls.

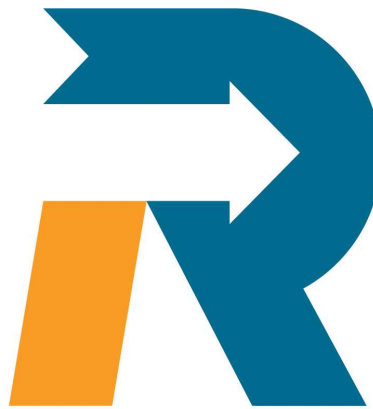
## FINANCIAL HIGHLIGHTS

### RCTC 15 Express Lanes Operating Statement

Description	YTD as of : <b>3/31/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 21,794,104.19	\$ 16,199,850.00	\$ 5,594,254.19	34.5
Fee Revenue	3,157,988.14	1,479,000.00	1,678,988.14	113.5
<b>Total operating revenues</b>	<b>24,952,092.33</b>	<b>17,678,850.00</b>	<b>7,273,242.33</b>	<b>41.1</b>
<b>Operating expenses:</b>				
Salaries and Benefits	322,467.18	716,625.00	394,157.82	55.0
Legal Services	9,710.95	116,400.00	106,689.05	91.7
Advisory Services	25,761.69	3,750.00	(22,011.69)	(587.0)
Audit and Accounting Fees	20,527.50	21,600.00	1,072.50	5.0
Service Fees	13,192.36	11,700.00	(1,492.36)	(12.8)
Other Professional Services	277,319.53	585,975.00	308,655.47	52.7
Lease Expense	110.00	150.00	40.00	26.7
Operations	931,089.26	2,337,600.00	1,406,510.74	60.2
Utilities	92,928.15	138,825.00	45,896.85	33.1
Supplies and Materials	10,401.42	9,750.00	(651.42)	(6.7)
Membership and Subscription Fees	125.00	-	(125.00)	N/A
Office Equipment & Furniture (Non-Capital)	-	3,750.00	3,750.00	100.0
Maintenance/Repairs	337,628.54	396,375.00	58,746.46	14.8
Training Seminars and Conferences	1,597.37	1,200.00	(397.37)	(33.1)
Transportation Expenses	287.90	1,800.00	1,512.10	84.0
Lodging	651.78	975.00	323.22	33.2
Meals	130.00	375.00	245.00	65.3
Other Staff Expenses	134.51	225.00	90.49	40.2
Advertising	1,231.22	182,250.00	181,018.78	99.3
Program Management	30,335.99	62,250.00	31,914.01	51.3
Program Operations	4,107,549.99	7,337,700.00	3,230,150.01	44.0
Litigation Settlement	-	-	-	N/A
Furniture & Equipment	-	18,750.00	18,750.00	100.0
Improvements	17,548.50	18,750.00	1,201.50	6.4
Bad Debt Expense	190.18	-	(190.18)	N/A
<b>Total operating expenses</b>	<b>6,200,919.02</b>	<b>11,966,775.00</b>	<b>5,765,855.98</b>	<b>48.2</b>
<b>Operating income (loss)</b>	<b>18,751,173.31</b>	<b>5,712,075.00</b>	<b>13,039,098.31</b>	<b>228.3</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(193,609.80)	5,475.00	(199,084.80)	3,636.3
Other Miscellaneous Revenue	73,031.22	73,500.00	(468.78)	0.6
Interest Expense	(3,494,284.00)	-	(3,494,284.00)	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(3,614,862.58)</b>	<b>78,975.00</b>	<b>(3,693,837.58)</b>	<b>4,677.2</b>
Transfers In	-	-	-	N/A
Transfers Out	(4,498,408.31)	(343,350.00)	(4,155,058.31)	1,210.2
<b>Net income (loss)</b>	<b>\$ 10,637,902.42</b>	<b>\$ 5,447,700.00</b>	<b>\$ 5,190,202.42</b>	<b>95.3</b>

<sup>1</sup> Unaudited





*RiversideExpress*  
***15 ExpressLanes***

Status Report  
April 30, 2022



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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for April 2022 was 2,084,195. This represents a daily average of 69,473 transactions. Potential toll revenue for April was \$2,172,137. Carpool percentage for April was 10.8%.

Month-to-date traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of April 2022.

### Current Month-to-Date as of April 30, 2022

Transactions	APR-22 MTD	Stantec MTD Projected	# Variance	% Variance
SOV	1,859,185			
HOV3+	225,010			
Total Gross Transactions	2,084,195	2,379,800	(295,605)	(12.4%)
<b>Revenue</b>				
SOV	\$2,172,137			
HOV3+	\$0			
Total Gross Revenue	\$2,172,137	\$2,083,857	\$88,280	4.2%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.17			
Average HOV3+				
Average Gross Revenue	\$1.04	\$0.88	\$0.16	18.2%

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	916,150	107,645	1,023,795	49.1%	\$542,428	25.0%
Southbound	943,035	117,365	1,060,400	50.9%	\$1,629,709	75.0%
Totals	1,859,185	225,010	2,084,195	100.0%	\$2,172,137	100.0%

SOV: Single Occupancy Vehicle  
HOV3+: High Occupancy Vehicle

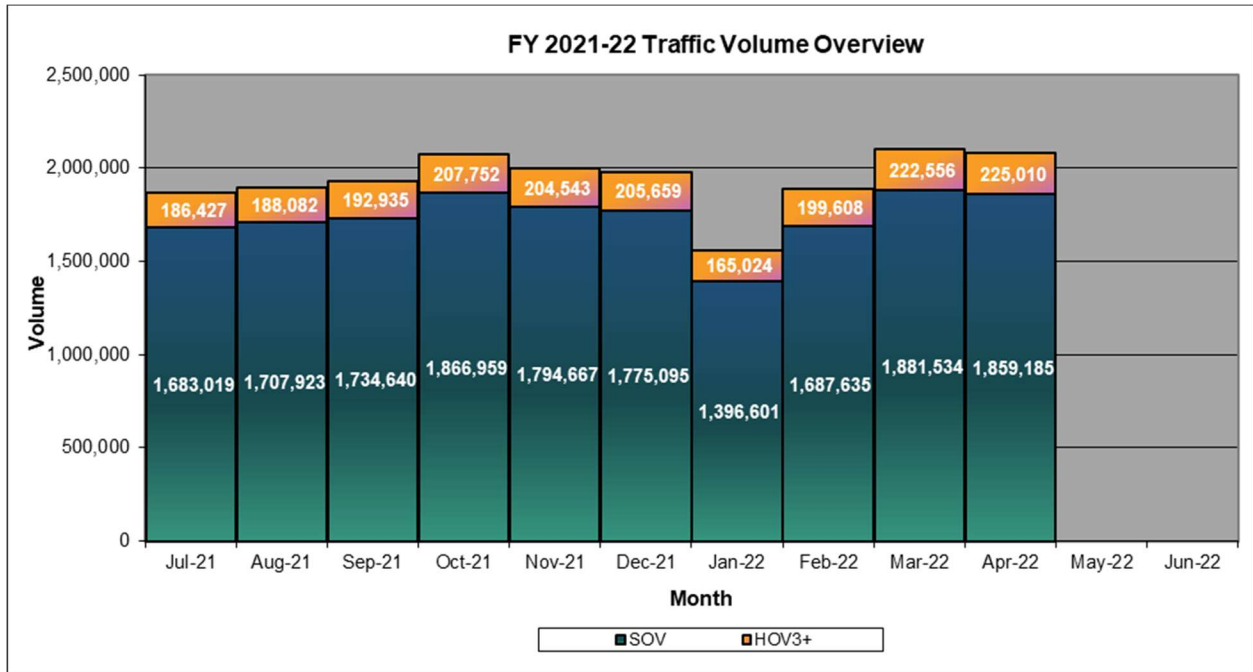
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2021 through April 2022. Year-to-date average revenue per-transaction is \$1.28.

**FY 2021-22 Year-to-Date as of April 30, 2022**

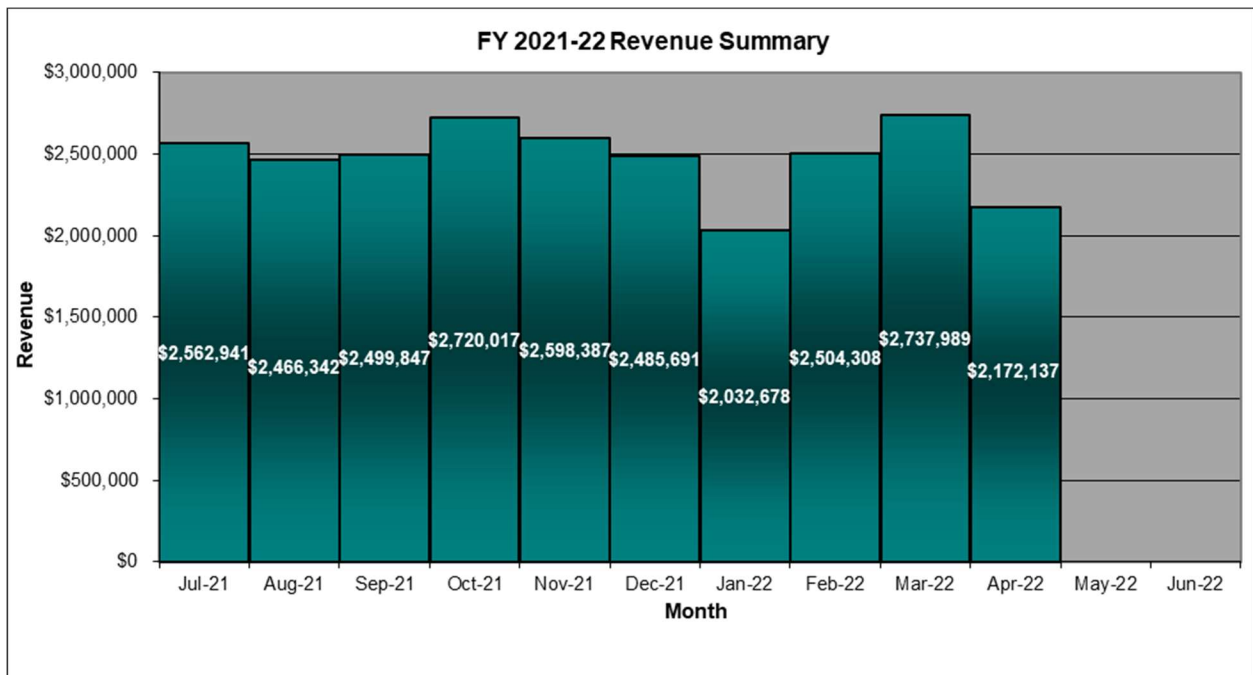
<b>Transactions</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>
SOV	17,387,258			
HOV3+	1,997,596			
Total Gross Transactions	19,384,854	21,173,029	(1,788,175)	(8.4%)
<b>Revenue</b>				
SOV	\$24,780,337			
HOV3+	\$0			
Total Gross Revenue	\$24,780,337	\$17,440,757	\$7,339,580	42.1%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.43			
Average HOV3+	\$0.00			
Average Gross Revenue	\$1.28	\$0.82	\$0.46	56.1%

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2021-22 on a monthly basis.



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## PEAK-HOUR VOLUMES

The 15 Express Lanes will feature dynamic pricing, which adjusts toll rates based on traffic volumes and to maintain a free-flowing trip. The dynamic pricing engine went live in mid-March and was live for the month of April. Staff is carefully monitoring pricing.

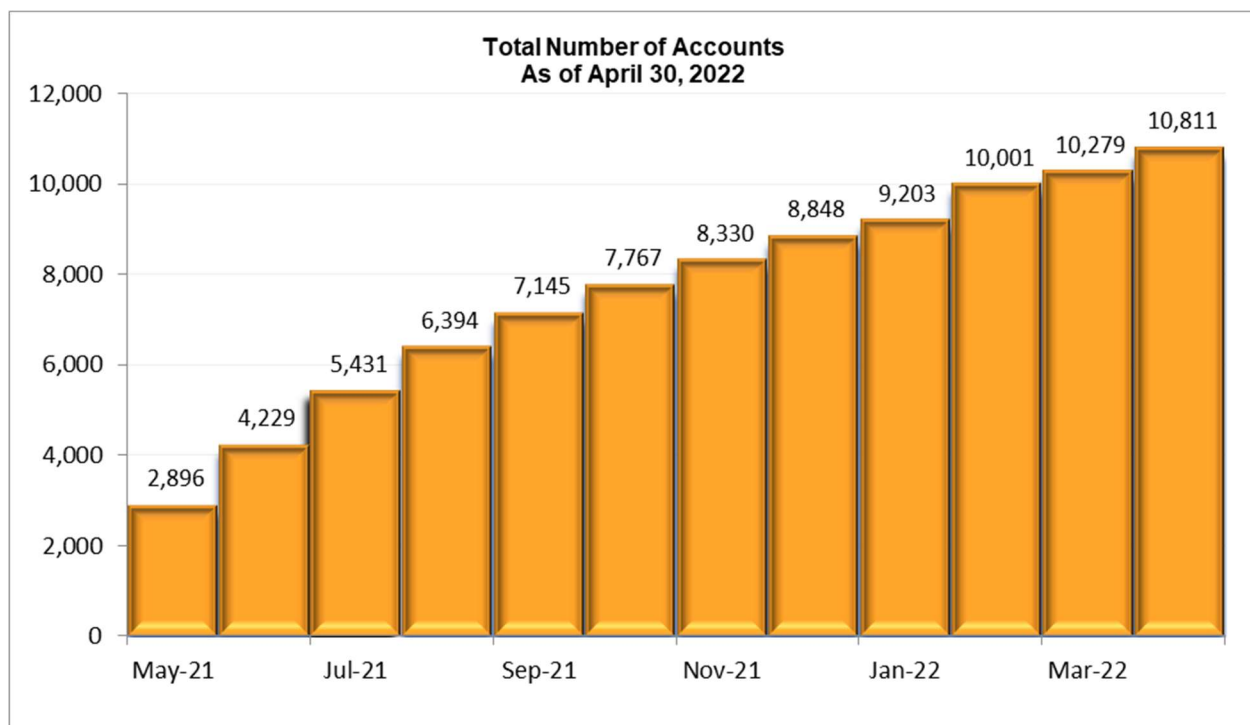
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	9.8%	10.9%
Highest Toll	\$0.95	\$14.00
Highest Traffic Hour	7AM, 15N Cajalco/Magnolia 1,407 Transactions	3PM, 15S Magnolia/Cajalco 1,627 Transactions

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	APRIL 2022 PERFORMANCE
<b>CUSTOMER ACCOUNTS</b>		
Transponder Fulfillment	100% within 2 business days	100% within 2 business day
Payment Posting	100% within 1 business days	100% within 1 business day
<b>CUSTOMER CALLS</b>		
Average Wait Time	Less than 150 seconds avg per week	14 seconds highest avg wait time
Abandon Rate	Less than 2%	0.7% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	97.22% satisfaction rate
<b>CORRESPONDENCE</b>		
Email Response	100% within 2 business days	100% within 1 business days
Mail Response	100% within 3 business days	100% within 1 business day

At the end of April 2022, Riverside Express had 10,811 customer accounts and 23,886 transponders classified as assigned.



### CUSTOMER CONTACT ACTIVITY

During April, RiversideExpress.com was visited by 20,185 users and the Customer Service Center processed 1,304 pieces of correspondence.

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## OPERATIONAL HIGHLIGHTS

### **ON-ROAD OPERATIONS**

Freeway Service Patrol responded to 43 calls during the month of April. Of those calls, 28 were to assist disabled vehicles, 6 calls to remove debris, and 9 were in response to accidents that affected the Express Lanes.

### **OPERATIONAL ACTIVITY**

The Customer Service Center (CSC) and Walk-In Center (WIC) located in Corona are open and assisting 15 Express Lanes customers. Calls received by the CSC during the month of April mostly consisted of violations inquiries. 40 customers visited the WIC during the month of April, most were violations customers. Operational activities on the roadway and in the CSC continue to function, including aiding stranded motorists, providing incident management services, dispatching emergency vehicles through the traffic operations center, and responding to customer service and violation calls.

## FINANCIAL HIGHLIGHTS

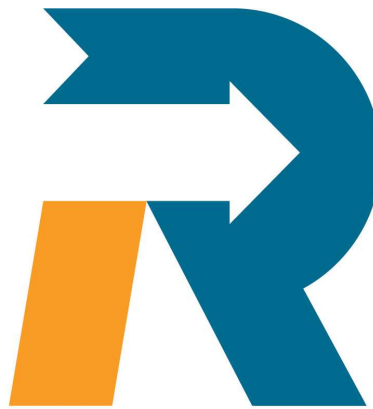
### RCTC 15 Express Lanes Operating Statement

Description	YTD as of : <b>4/30/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 23,881,400.28	\$ 17,999,833.33	\$ 5,881,566.95	32.7
Fee Revenue	3,782,331.79	1,643,333.33	2,138,998.46	130.2
<b>Total operating revenues</b>	<b>27,663,732.07</b>	<b>19,643,166.67</b>	<b>8,020,565.40</b>	<b>40.8</b>
<b>Operating expenses:</b>				
Salaries and Benefits	360,972.50	796,250.00	435,277.50	54.7
Legal Services	12,143.45	129,333.33	117,189.88	90.6
Advisory Services	37,624.12	4,166.67	(33,457.45)	(803.0)
Audit and Accounting Fees	20,527.50	24,000.00	3,472.50	14.5
Service Fees	14,823.38	13,000.00	(1,823.38)	(14.0)
Other Professional Services	300,998.58	651,083.33	350,084.75	53.8
Lease Expense	110.00	166.67	56.67	34.0
Operations	1,335,660.42	2,597,333.33	1,261,672.91	48.6
Utilities	103,126.01	154,250.00	51,123.99	33.1
Supplies and Materials	10,841.78	10,833.33	(8.45)	(0.1)
Membership and Subscription Fees	125.00	-	(125.00)	N/A
Office Equipment & Furniture (Non-Capital)	-	4,166.67	4,166.67	100.0
Maintenance/Repairs	369,994.23	440,416.67	70,422.44	16.0
Training Seminars and Conferences	1,597.37	1,333.33	(264.04)	(19.8)
Transportation Expenses	302.88	2,000.00	1,697.12	84.9
Lodging	651.78	1,083.33	431.55	39.8
Meals	130.00	416.67	286.67	68.8
Other Staff Expenses	134.51	250.00	115.49	46.2
Advertising	1,231.22	202,500.00	201,268.78	99.4
Program Management	33,707.65	69,166.67	35,459.02	51.3
Program Operations	4,780,649.32	8,153,000.00	3,372,350.68	41.4
Litigation Settlement	-	-	-	N/A
Furniture & Equipment	-	20,833.33	20,833.33	100.0
Improvements	17,548.50	20,833.33	3,284.83	15.8
Bad Debt Expense	226.63	-	(226.63)	N/A
<b>Total operating expenses</b>	<b>7,403,126.83</b>	<b>13,296,416.67</b>	<b>5,893,289.84</b>	<b>44.3</b>
<b>Operating income (loss)</b>	<b>20,260,605.24</b>	<b>6,346,750.00</b>	<b>13,913,855.24</b>	<b>219.2</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(403,778.54)	6,083.33	(409,861.87)	6,737.5
Other Miscellaneous Revenue	73,031.22	81,666.67	(8,635.45)	10.6
Interest Expense	(3,494,284.00)	-	(3,494,284.00)	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(3,825,031.32)</b>	<b>87,750.00</b>	<b>(3,912,781.32)</b>	<b>4,459.0</b>
Transfers In	-	-	-	N/A
Transfers Out	(4,558,908.31)	(381,500.00)	(4,177,408.31)	1,095.0
<b>Net income (loss)</b>	<b>\$ 11,876,665.61</b>	<b>\$ 6,053,000.00</b>	<b>\$ 5,823,665.61</b>	<b>96.2</b>

<sup>1</sup> Unaudited







*RiversideExpress*  
***15 ExpressLanes***

Status Report  
May 31, 2022

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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for May 2022 was 2,093,016. This represents a daily average of 65,517 transactions. Potential toll revenue for May was \$2,539,144 Carpool percentage for May was 11.0%.

Month-to-date traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of May 2022.

### Current Month-to-Date as of May 31, 2022

Transactions	MAY-22 MTD	Stantec MTD Projected	# Variance	% Variance
SOV	1,863,207			
HOV3+	229,809			
Total Gross Transactions	2,093,016	2,425,829	(332,813)	(13.7%)
<b>Revenue</b>				
SOV	\$2,539,144			
HOV3+	\$0			
Total Gross Revenue	\$2,539,144	\$2,147,971	\$391,173	18.2%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.36			
Average HOV3+				
Average Gross Revenue	\$1.21	\$0.89	\$0.32	36.0%

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	925,412	109,995	1,035,407	49.5%	\$560,774	22.1%
Southbound	937,795	119,814	1,057,609	50.5%	\$1,978,370	77.9%
Totals	1,863,207	229,809	2,093,016	100.0%	\$2,539,144	100.0%

SOV: Single Occupancy Vehicle  
HOV3+: High Occupancy Vehicle

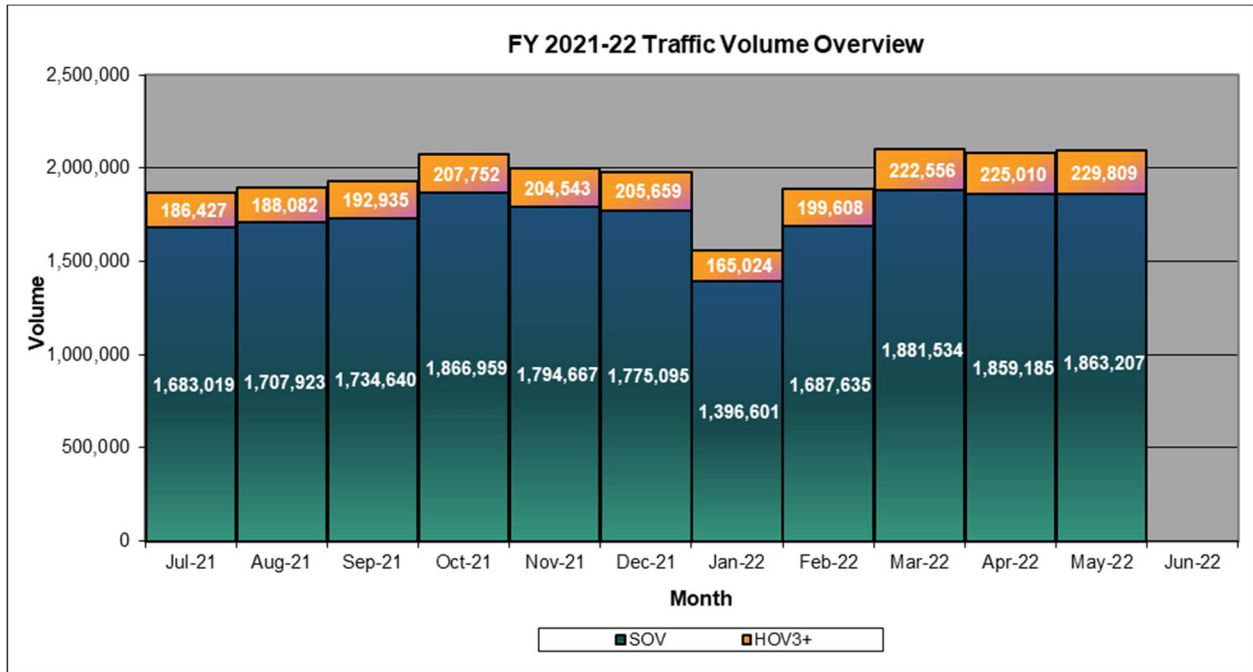
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2021 through May 2022. Year-to-date average revenue per-transaction is \$1.27.

**FY 2021-22 Year-to-Date as of May 31, 2022**

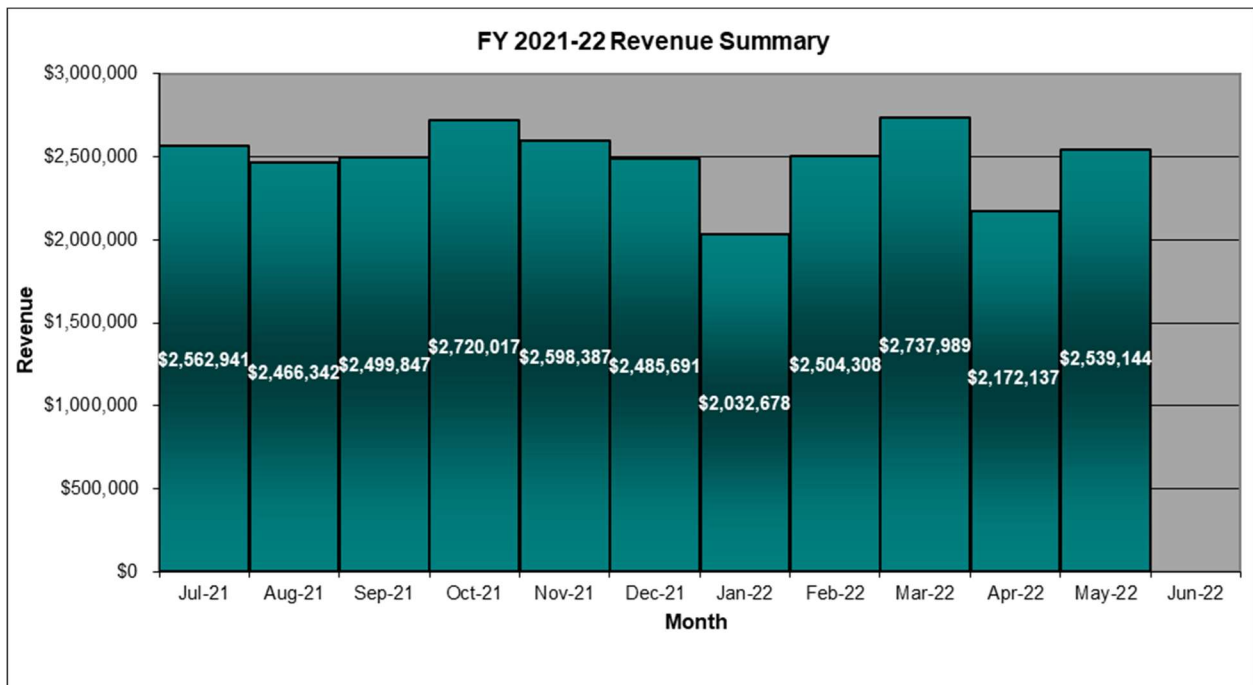
<b>Transactions</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>
SOV	19,250,465			
HOV3+	2,227,405			
Total Gross Transactions	21,477,870	23,598,857	(2,120,987)	(9.0%)
<b>Revenue</b>				
SOV	\$27,319,481			
HOV3+	\$0			
Total Gross Revenue	\$27,319,481	\$19,588,729	\$7,730,753	39.5%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.42			
Average HOV3+	\$0.00			
Average Gross Revenue	\$1.27	\$0.83	\$0.44	53.0%

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2021-22 on a monthly basis.



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## PEAK-HOUR VOLUMES

The 15 Express Lanes features dynamic pricing, which adjusts toll rates based on traffic volumes and to maintain a free-flowing trip. The dynamic pricing engine has been live since March 2022 and staff is carefully monitoring pricing.

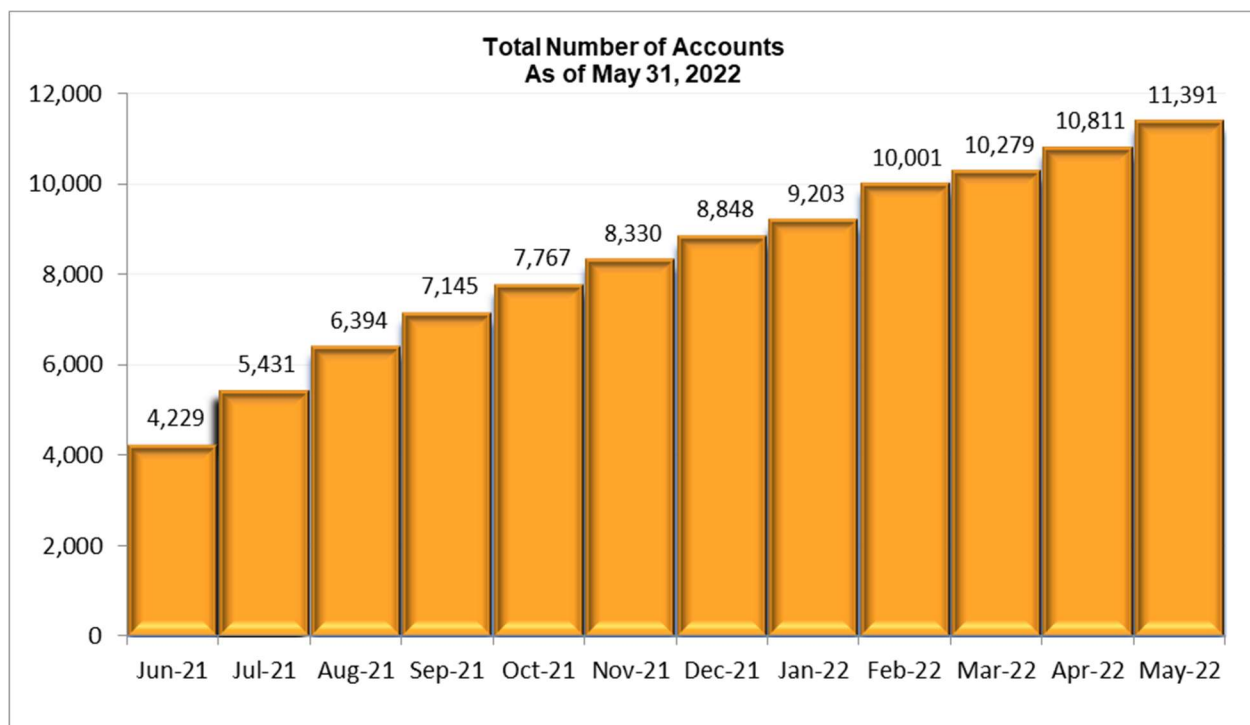
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	10.1%	11.3%
Highest Toll	\$1.05	\$14.00
Highest Traffic Hour	7AM, 15N Sixth/SR-60 1,465 Transactions	3PM, 15S Magnolia/Cajalco 1,648 Transactions

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	MAY 2022 PERFORMANCE
<b>CUSTOMER ACCOUNTS</b>		
Transponder Fulfillment	100% within 2 business days	100% within 1 business day
Payment Posting	100% within 1 business days	91% within 1 business day
<b>CUSTOMER CALLS</b>		
Average Wait Time	Less than 150 seconds avg per week	9 seconds highest avg wait time
Abandon Rate	Less than 2%	0.5% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	97.7% satisfaction rate
<b>CORRESPONDENCE</b>		
Email Response	100% within 2 business days	100% within 1 business days
Mail Response	100% within 3 business days	100% within 1 business day

At the end of May 2022, Riverside Express had 11,391 customer accounts and 25,219 transponders classified as assigned.



### CUSTOMER CONTACT ACTIVITY

During May, RiversideExpress.com was visited by 20,457 users and the Customer Service Center processed 1,208 pieces of correspondence.



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## OPERATIONAL HIGHLIGHTS

### **ON-ROAD OPERATIONS**

Freeway Service Patrol responded to 43 calls during the month of May. Of those calls, 29 were to assist disabled vehicles, 6 calls to remove debris, and 8 were in response to accidents that affected the Express Lanes.

### **OPERATIONAL ACTIVITY**

The Customer Service Center (CSC) and Walk-In Center (WIC) located in Corona are open and assisting 15 Express Lanes customers. Calls received by the CSC during the month of May mostly consisted of violations inquiries. 53 customers visited the WIC during the month of May, most were violations customers. Operational activities on the roadway and in the CSC continue to function, including aiding stranded motorists, providing incident management services, dispatching emergency vehicles through the traffic operations center, and responding to customer service and violation calls.

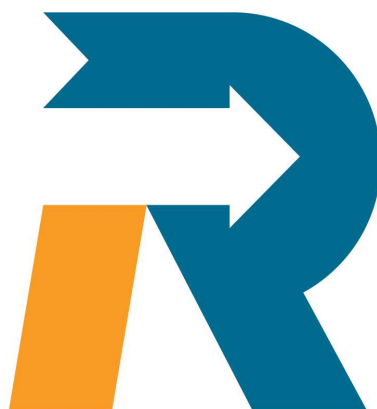
## FINANCIAL HIGHLIGHTS

### RCTC 15 Express Lanes Operating Statement

Description	YTD as of : <b>5/31/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 26,450,628.47	\$ 19,799,816.67	\$ 6,650,811.80	33.6
Fee Revenue	4,255,465.12	1,807,666.67	2,447,798.45	135.4
<b>Total operating revenues</b>	<b>30,706,093.59</b>	<b>21,607,483.33</b>	<b>9,098,610.26</b>	<b>42.1</b>
<b>Operating expenses:</b>				
Salaries and Benefits	403,466.01	875,875.00	472,408.99	53.9
Legal Services	14,575.95	142,266.67	127,690.72	89.8
Advisory Services	37,624.12	4,583.33	(33,040.79)	(720.9)
Audit and Accounting Fees	20,527.50	26,400.00	5,872.50	22.2
Service Fees	14,823.38	14,300.00	(523.38)	(3.7)
Other Professional Services	313,907.12	716,191.67	402,284.55	56.2
Lease Expense	110.00	183.33	73.33	40.0
Operations	1,380,472.42	2,857,066.67	1,476,594.25	51.7
Utilities	110,120.35	201,758.33	91,637.98	45.4
Supplies and Materials	10,841.78	11,916.67	1,074.89	9.0
Membership and Subscription Fees	1,644.81	4,583.33	2,938.52	64.1
Office Equipment & Furniture (Non-Capital)	-	4,583.33	4,583.33	100.0
Maintenance/Repairs	410,382.06	484,458.33	74,076.27	15.3
Training Seminars and Conferences	1,597.37	1,466.67	(130.70)	(8.9)
Transportation Expenses	478.51	2,200.00	1,721.49	78.2
Lodging	651.78	1,191.67	539.89	45.3
Meals	155.00	458.33	303.33	66.2
Other Staff Expenses	152.01	275.00	122.99	44.7
Advertising	1,231.22	186,083.33	184,852.11	99.3
Program Management	38,170.94	76,083.33	37,912.39	49.8
Program Operations	5,435,084.52	8,968,300.00	3,533,215.48	39.4
Litigation Settlement	-	-	-	N/A
Furniture & Equipment	-	22,916.67	22,916.67	100.0
Improvements	17,548.50	22,916.67	5,368.17	23.4
Bad Debt Expense	247.88	-	(247.88)	N/A
<b>Total operating expenses</b>	<b>8,213,813.23</b>	<b>14,626,058.33</b>	<b>6,412,245.10</b>	<b>43.8</b>
<b>Operating income (loss)</b>	<b>22,492,280.36</b>	<b>6,981,425.00</b>	<b>15,510,855.36</b>	<b>222.2</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(331,665.81)	6,691.67	(338,357.48)	5,056.4
Other Miscellaneous Revenue	73,031.22	89,833.33	(16,802.11)	18.7
Interest Expense	(3,494,284.00)	-	(3,494,284.00)	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(3,752,918.59)</b>	<b>96,525.00</b>	<b>(3,849,443.59)</b>	<b>3,988.0</b>
Transfers In	-	-	-	N/A
Transfers Out	(4,558,908.31)	(419,650.00)	(4,139,258.31)	986.4
<b>Net income (loss)</b>	<b>\$ 14,180,453.46</b>	<b>\$ 6,658,300.00</b>	<b>\$ 7,522,153.46</b>	<b>113.0</b>

<sup>1</sup> Unaudited





*RiversideExpress*  
***15 ExpressLanes***

Status Report  
June 30, 2022

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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for June 2022 was 1,988,076. This represents a daily average of 66,269 transactions. Potential toll revenue for June was \$2,531,137 Carpool percentage for June was 10.9%.

Month-to-date traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of June 2022.

### Current Month-to-Date as of June 30, 2022

Transactions	JUN-22 MTD	Stantec MTD Projected	# Variance	% Variance
SOV	1,772,220			
HOV3+	215,856			
Total Gross Transactions	1,988,076	2,254,857	(266,781)	(11.8%)
<b>Revenue</b>				
SOV	\$2,531,137			
HOV3+	\$0			
Total Gross Revenue	\$2,531,137	\$2,026,286	\$504,851	24.9%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.43			
Average HOV3+				
Average Gross Revenue	\$1.27	\$0.90	\$0.37	41.1%

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	887,028	103,058	990,086	49.8%	\$527,666	20.8%
Southbound	885,192	112,798	997,990	50.2%	\$2,003,471	79.2%
Totals	1,772,220	215,856	1,988,076	100.0%	\$2,531,137	100.0%

SOV: Single Occupancy Vehicle  
HOV3+: High Occupancy Vehicle

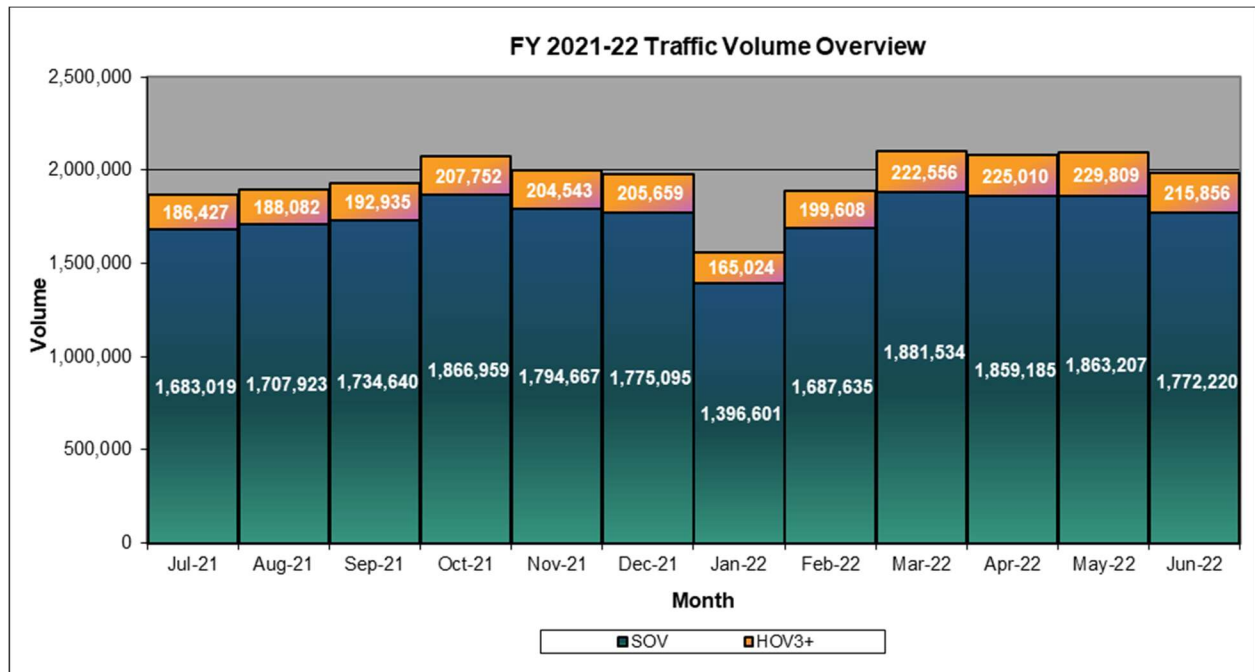
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2021 through June 2022. Year-to-date average revenue per-transaction is \$1.27.

**FY 2021-22 Year-to-Date as of June 30, 2022**

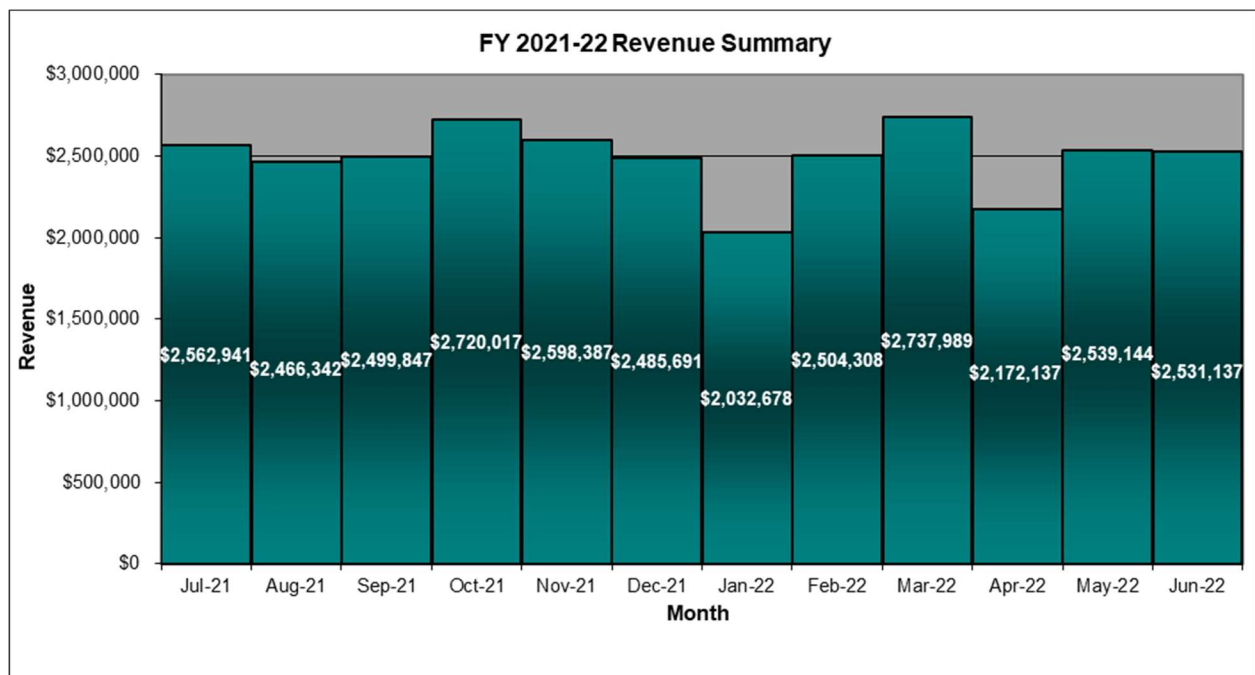
<b>Transactions</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>
SOV	21,022,685			
HOV3+	2,443,261			
Total Gross Transactions	23,465,946	25,853,714	(2,387,768)	(9.2%)
<b>Revenue</b>				
SOV	\$29,850,618			
HOV3+	\$0			
Total Gross Revenue	\$29,850,618	\$21,615,014	\$8,235,604	38.1%
<b>Average Revenue per Transaction</b>				
Average SOV	\$1.42			
Average HOV3+	\$0.00			
Average Gross Revenue	\$1.27	\$0.84	\$0.43	51.2%

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2021-22 on a monthly basis.





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## PEAK-HOUR VOLUMES

The 15 Express Lanes features dynamic pricing, which adjusts toll rates based on traffic volumes and to maintain a free-flowing trip. The dynamic pricing engine has been live since March 2022 and staff is carefully monitoring pricing.

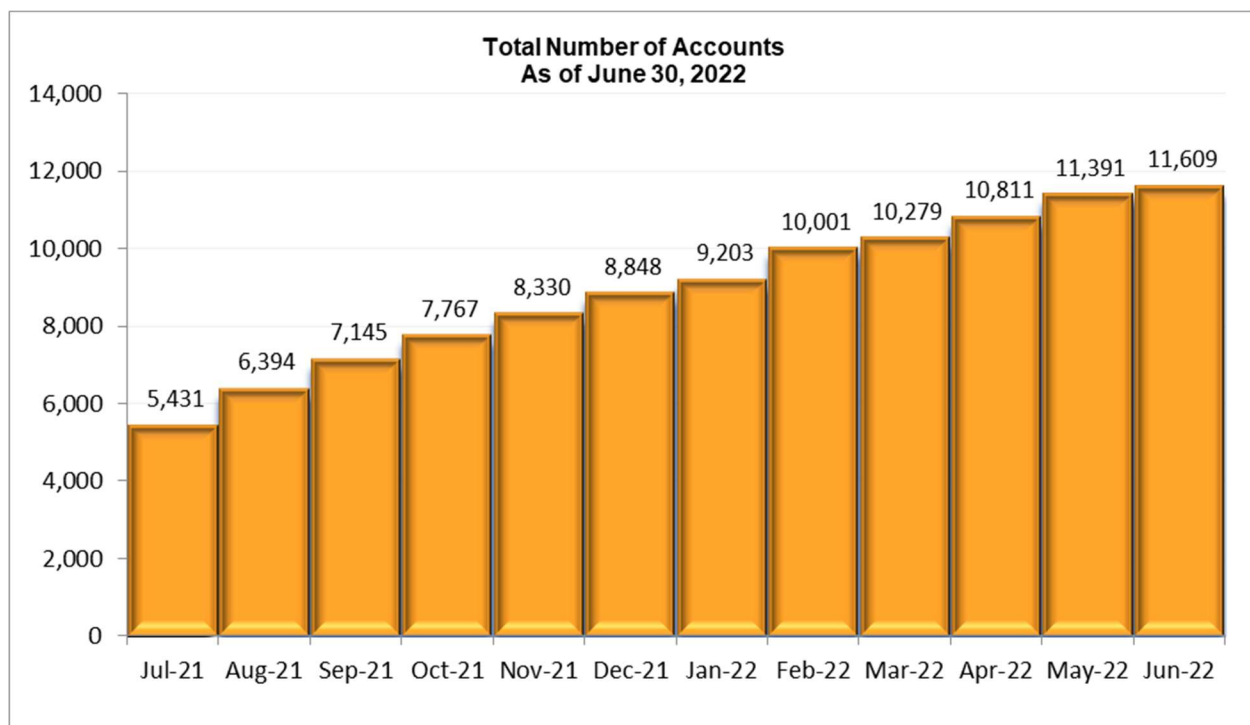
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	10.1%	11.6%
Highest Toll	\$0.85	\$14.00
Highest Traffic Hour	7AM, 15N Cajalco/Magnolia 1,096 Transactions	4PM, 15S Magnolia/Cajalco 1,330 Transactions

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	JUNE 2022 PERFORMANCE
<b>CUSTOMER ACCOUNTS</b>		
Transponder Fulfillment	100% within 2 business days	100% within 2 business day
Payment Posting	100% within 1 business days	100% within 1 business day
<b>CUSTOMER CALLS</b>		
Average Wait Time	Less than 150 seconds avg per week	16 seconds highest avg wait time
Abandon Rate	Less than 2%	0.7% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	97.9% satisfaction rate
<b>CORRESPONDENCE</b>		
Email Response	100% within 2 business days	100% within 1 business days
Mail Response	100% within 3 business days	100% within 1 business day

At the end of June 2022, Riverside Express had 11,609 customer accounts and 26,540 transponders classified as assigned.



### CUSTOMER CONTACT ACTIVITY

During June, RiversideExpress.com was visited by 19,547 users and the Customer Service Center processed 1,226 pieces of correspondence.

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## OPERATIONAL HIGHLIGHTS

### **ON-ROAD OPERATIONS**

Freeway Service Patrol responded to 42 calls during the month of June. Of those calls, 33 were to assist disabled vehicles, 6 calls to remove debris, and 3 were in response to accidents that affected the Express Lanes.

### **OPERATIONAL ACTIVITY**

The Customer Service Center (CSC) and Walk-In Center (WIC) located in Corona are open and assisting 15 Express Lanes customers. Calls received by the CSC during the month of June mostly consisted of violations inquiries. 40 customers visited the WIC during the month of June, most were violations customers. Operational activities on the roadway and in the CSC continue to function, including aiding stranded motorists, providing incident management services, dispatching emergency vehicles through the traffic operations center, and responding to customer service and violation calls.

## FINANCIAL HIGHLIGHTS

### RCTC 15 Express Lanes Operating Statement

Description	YTD as of : <b>6/30/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 28,851,261.36	\$ 21,599,800.00	\$ 7,251,461.36	33.6
Fee Revenue	4,706,142.12	1,972,000.00	2,734,142.12	138.6
<b>Total operating revenues</b>	<b>33,557,403.48</b>	<b>23,571,800.00</b>	<b>9,985,603.48</b>	<b>42.4</b>
<b>Operating expenses:</b>				
Salaries and Benefits	468,240.54	955,500.00	487,259.46	51.0
Legal Services	43,828.95	155,200.00	111,371.05	71.8
Advisory Services	44,952.71	5,000.00	(39,952.71)	(799.1)
Audit and Accounting Fees	20,527.50	28,800.00	8,272.50	28.7
Service Fees	19,731.47	15,600.00	(4,131.47)	(26.5)
Other Professional Services	361,791.22	781,300.00	419,508.78	53.7
Lease Expense	110.00	200.00	90.00	45.0
Operations	1,777,201.22	3,116,800.00	1,339,598.78	43.0
Utilities	133,347.83	220,100.00	86,752.17	39.4
Supplies and Materials	10,841.78	13,000.00	2,158.22	16.6
Membership and Subscription Fees	3,164.62	5,000.00	1,835.38	36.7
Office Equipment & Furniture (Non-Capital)	-	5,000.00	5,000.00	100.0
Maintenance/Repairs	458,760.73	528,500.00	69,739.27	13.2
Training Seminars and Conferences	2,428.60	1,600.00	(828.60)	(51.8)
Transportation Expenses	636.92	2,400.00	1,763.08	73.5
Lodging	651.78	1,300.00	648.22	49.9
Meals	257.54	500.00	242.46	48.5
Other Staff Expenses	168.01	300.00	131.99	44.0
Advertising	1,231.22	203,000.00	201,768.78	99.4
Program Management	42,883.31	83,000.00	40,116.69	48.3
Program Operations	8,084,780.71	9,783,600.00	1,698,819.29	17.4
Litigation Settlement	-	-	-	N/A
Furniture & Equipment	9,159.47	25,000.00	15,840.53	63.4
Improvements	17,548.50	25,000.00	7,451.50	29.8
Bad Debt Expense	343.35	-	(343.35)	N/A
<b>Total operating expenses</b>	<b>11,502,587.98</b>	<b>15,955,700.00</b>	<b>4,453,112.02</b>	<b>27.9</b>
<b>Operating income (loss)</b>	<b>22,054,815.50</b>	<b>7,616,100.00</b>	<b>14,438,715.50</b>	<b>189.6</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(384,263.88)	7,300.00	(391,563.88)	5,363.9
Other Miscellaneous Revenue	97,976.04	98,000.00	(23.96)	0.0
Interest Expense	(4,859,833.00)	-	(4,859,833.00)	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(5,146,120.84)</b>	<b>105,300.00</b>	<b>(5,251,420.84)</b>	<b>4,987.1</b>
Transfers In	-	-	-	N/A
Transfers Out	(4,558,908.31)	(457,800.00)	(4,101,108.31)	895.8
<b>Net income (loss)</b>	<b>\$ 12,349,786.35</b>	<b>\$ 7,263,600.00</b>	<b>\$ 5,086,186.35</b>	<b>70.0</b>

<sup>1</sup> Unaudited



# **AGENDA ITEM 6H**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Toll Policy and Operations Committee Anthony Parada, Senior Management Analyst Jennifer Crosson, Toll Operations Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	91 Express Lanes Monthly Status Reports

**TOLL POLICY AND OPERATIONS COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file the 91 Express Lanes Monthly Reports for the six months from January to June 2022.

**BACKGROUND INFORMATION:**

The monthly 91 Express Lanes reports for the six months from January to June 2022 are attached. The monthly reports provide information about 91 Express Lanes performance and activity. The monthly reports include information for both segments of the 91 Express Lanes in Orange and Riverside Counties.

**FISCAL IMPACT:**

This item is for informational purposes only. There is no fiscal impact.

**Attachments:**

- 1) 91 Express Lanes Status Report for January 2022
- 2) 91 Express Lanes Status Report for February 2022
- 3) 91 Express Lanes Status Report for March 2022
- 4) 91 Express Lanes Status Report for April 2022
- 5) 91 Express Lanes Status Report for May 2022
- 6) 91 Express Lanes Status Report for June 2022







**Orange County Transportation Authority  
Riverside County Transportation Commission**



Status Report  
January 2022

As of January 31, 2022

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# OPERATIONS OVERVIEW OCTA

## TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes for January 2022 was 1,347,435. This represents a daily average of 43,466 vehicles. This is a 33.9 percent increase in total traffic volume from the same period last year, which totaled 1,006,124 and was the eleventh month of the State of California's stay-at-home orders due to the coronavirus (COVID-19) pandemic. Potential toll revenue for January was \$4,242,437, which represents an increase of 27.6 percent from the prior year's total of \$3,324,115. Carpool percentage for January was 23.3 percent as compared to the previous year's rate of 21.2 percent. As compared to January 2020, traffic volume and revenue both decreased by 6.8 percent. This can be attributed to the overnight closures for the Toll Entrance Gantries Infrastructure and 91 Corridor Operations Projects.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 Express Lanes and associated potential revenue for the month of January 2022.

### Current Month-to-Date (MTD) as of January 31, 2022

	Jan-22 MTD Actual	Jan-21 MTD Actual	Yr 22-to-Yr 21 % Variance	Jan-20 MTD Actual	Yr 22-to-Yr 20 % Variance
<b>Trips</b>					
Full Toll Lanes	1,032,864	793,294	30.2%	1,089,159	(5.2%)
3+ Lanes	314,571	212,830	47.8%	357,182	(11.9%)
Total Gross Trips	1,347,435	1,006,124	33.9%	1,446,341	(6.8%)
<b>Revenue</b>					
Full Toll Lanes	\$4,188,067	\$3,282,653	27.6%	\$4,482,172	(6.6%)
3+ Lanes	\$54,371	\$41,462	31.1%	\$71,325	(23.8%)
Total Gross Revenue	\$4,242,437	\$3,324,115	27.6%	\$4,553,497	(6.8%)
<b>Average Revenue per Trip</b>					
Average Full Toll Lanes	\$4.05	\$4.14	(2.2%)	\$4.12	(1.7%)
Average 3+ Lanes	\$0.17	\$0.19	(10.5%)	\$0.20	(15.0%)
Average Gross Revenue	\$3.15	\$3.30	(4.5%)	\$3.15	0.0%

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The 2022 fiscal year-to-date traffic volume increased by 44.4 percent and potential toll revenue increased by 36.9 percent, when compared with the same period last year. Year-to-date average revenue per trip is \$3.09.

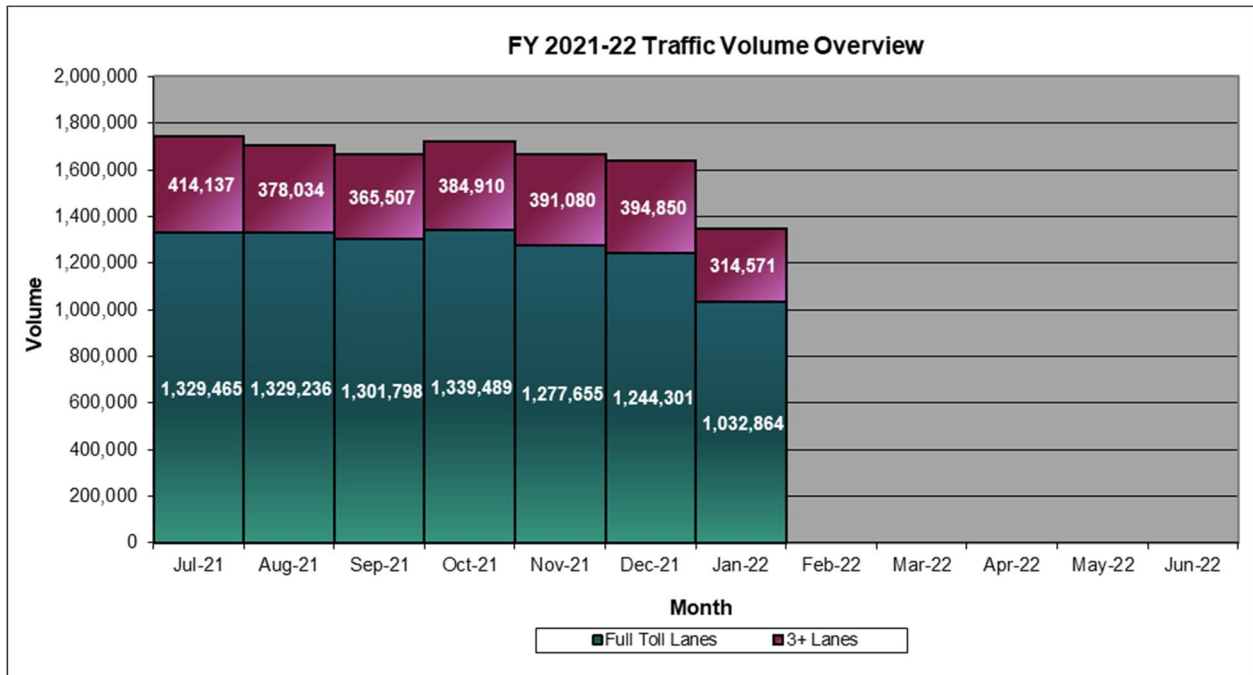
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the months of July 2021 through January 2022.

**Fiscal Year (FY) 2021-22 Year-to-Date (YTD) as of January 31, 2022**

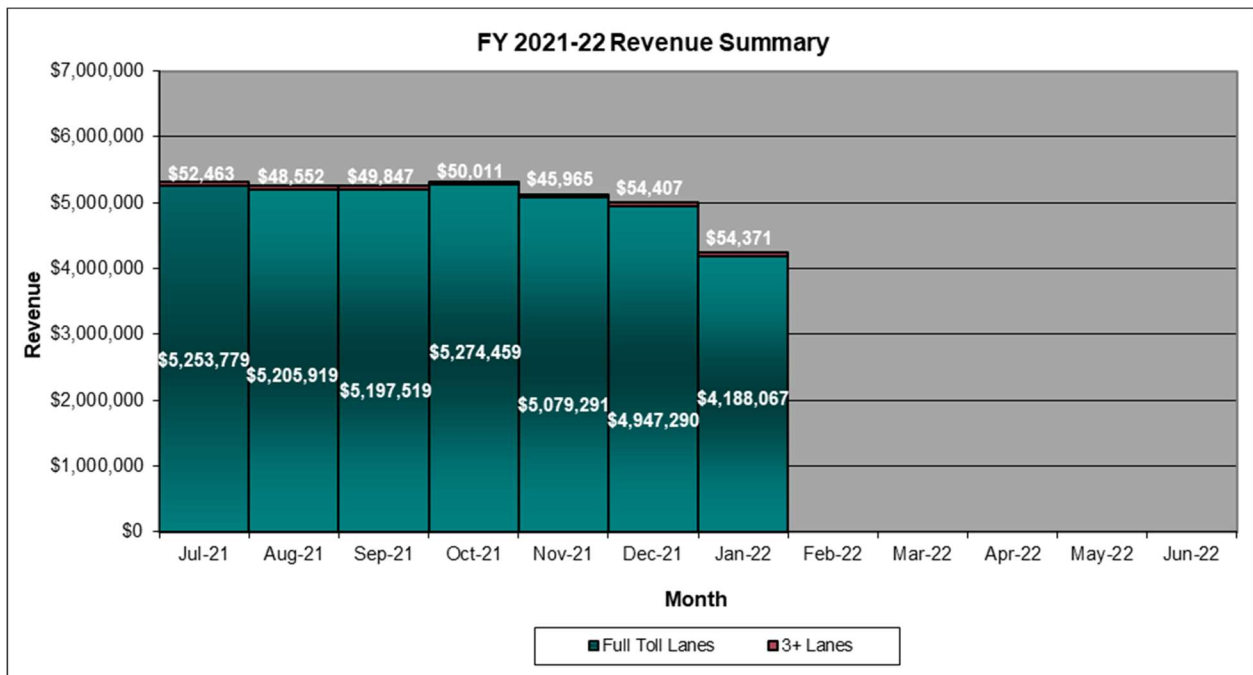
	<b>FY 2021-22 YTD Actual</b>	<b>FY 20-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
<b>Trips</b>			
Full Toll Lanes	8,854,808	6,224,785	42.3%
3+ Lanes	2,643,089	1,738,590	52.0%
Total Gross Trips	11,497,897	7,963,375	44.4%
<b>Revenue</b>			
Full Toll Lanes	\$35,146,324	\$25,581,396	37.4%
3+ Lanes	\$355,615	\$343,611	3.5%
Total Gross Revenue	\$35,501,939	\$25,925,008	36.9%
<b>Average Revenue per Trip</b>			
Average Full Toll Lanes	\$3.97	\$4.11	(3.4%)
Average 3+ Lanes	\$0.13	\$0.20	(35.0%)
Average Gross Revenue	\$3.09	\$3.26	(5.2%)

## OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2021-22 on a monthly basis.



## OCTA EASTBOUND PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound direction reached or exceeded 90 percent of defined capacity eight times during the month of January 2022. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 84 percent of defined capacity.

PM Time	Monday 01/03/22				Tuesday 01/04/22				Wednesday 01/05/22				Thursday 01/06/22				Friday 01/07/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	372	2,302	68%	\$5.30	385	2,455	72%	\$5.30	430	2,900	85%	\$7.70	452	2,699	79%	\$8.35	535	2,916	86%
1500 - 1600	\$5.65	504	2,840	84%	<b>\$4.75</b>	<b>551</b>	<b>3,473</b>	<b>102%</b>	\$7.45	554	2,791	82%	<b>\$7.45</b>	<b>555</b>	<b>3,111</b>	<b>92%</b>	\$7.90	650	2,976	88%
1600 - 1700	\$5.10	395	2,392	70%	\$5.25	427	2,575	76%	\$6.50	370	2,578	76%	\$7.00	401	2,730	80%	\$6.95	448	2,667	78%
1700 - 1800	\$4.95	404	2,222	65%	\$4.90	484	2,716	80%	\$5.40	479	2,653	78%	\$6.70	508	2,702	79%	\$6.75	535	2,472	73%
1800 - 1900	\$5.65	435	1,528	45%	\$4.05	470	2,012	59%	\$4.05	443	1,714	50%	\$4.50	510	2,200	65%	\$6.75	513	1,849	54%
1900 - 2000	\$3.95	338	1,024	30%	\$3.95	354	1,210	36%	\$3.95	436	1,503	44%	\$5.75	438	1,383	41%	\$6.25	447	1,438	42%

PM Time	Monday 01/10/22				Tuesday 01/11/22				Wednesday 01/12/22				Thursday 01/13/22				Friday 01/14/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	341	2,356	69%	\$5.30	293	1,774	52%	\$5.30	368	2,812	83%	\$7.70	388	2,634	77%	\$8.35	489	2,853	84%
1500 - 1600	\$5.65	531	3,030	89%	<b>\$4.75</b>	<b>521</b>	<b>3,221</b>	<b>95%</b>	\$7.45	564	2,922	86%	<b>\$7.45</b>	<b>556</b>	<b>3,162</b>	<b>93%</b>	\$7.90	585	2,908	86%
1600 - 1700	\$5.10	369	2,836	83%	\$5.25	317	2,167	64%	\$6.50	399	2,771	82%	\$7.00	407	2,952	87%	\$6.95	440	2,686	79%
1700 - 1800	\$4.95	414	2,572	76%	\$4.90	434	2,752	81%	\$5.40	462	2,637	78%	\$6.70	450	2,521	74%	\$6.75	536	2,785	82%
1800 - 1900	\$5.65	461	1,725	51%	\$4.05	504	2,396	70%	\$4.05	495	2,076	61%	\$4.50	470	2,081	61%	\$6.75	583	2,260	66%
1900 - 2000	\$3.95	310	1,052	31%	\$3.95	338	1,180	35%	\$3.95	311	1,186	35%	\$5.75	364	1,221	36%	\$6.25	490	1,573	46%

PM Time	Monday 01/17/22				Tuesday 01/18/22				Wednesday 01/19/22				Thursday 01/20/22				Friday 01/21/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	470	2,292	67%	\$5.30	349	2,402	71%	\$5.30	377	2,833	83%	\$7.70	421	2,719	80%	<b>\$8.35</b>	<b>549</b>	<b>3,142</b>	<b>92%</b>
1500 - 1600	\$5.65	621	2,780	82%	<b>\$4.75</b>	<b>556</b>	<b>3,515</b>	<b>103%</b>	\$7.45	518	2,960	87%	\$7.45	525	2,993	88%	\$7.90	602	2,938	86%
1600 - 1700	\$5.10	141	798	23%	\$5.25	339	2,379	70%	\$6.50	418	2,990	88%	\$7.00	390	2,826	83%	\$6.95	433	2,816	83%
1700 - 1800	\$4.95	640	2,818	83%	\$4.90	488	2,870	84%	\$5.40	461	2,753	81%	\$6.70	500	2,845	84%	\$6.75	512	2,664	78%
1800 - 1900	\$5.65	432	1,557	46%	\$4.05	529	2,292	67%	\$4.05	566	2,312	68%	\$4.50	602	2,582	76%	\$6.75	641	2,445	72%
1900 - 2000	\$3.95	417	1,133	33%	\$3.95	325	1,271	37%	\$3.95	375	1,339	39%	\$5.75	409	1,502	44%	\$6.25	522	1,745	51%

PM Time	Monday 01/24/22				Tuesday 01/25/22				Wednesday 01/26/22				Thursday 01/27/22				Friday 01/28/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	381	2,561	75%	\$5.30	397	2,551	75%	\$5.30	406	2,980	88%	\$7.70	465	2,906	85%	\$8.35	526	2,871	84%
1500 - 1600	\$5.65	510	2,992	88%	<b>\$4.75</b>	<b>540</b>	<b>3,301</b>	<b>97%</b>	\$7.45	564	2,973	87%	<b>\$7.45</b>	<b>524</b>	<b>3,067</b>	<b>90%</b>	\$7.90	605	2,880	85%
1600 - 1700	\$5.10	385	2,871	84%	\$5.25	399	2,620	77%	\$6.50	392	2,868	84%	\$7.00	376	2,834	83%	\$6.95	394	2,710	80%
1700 - 1800	\$4.95	472	2,896	85%	\$4.90	470	2,875	85%	\$5.40	465	2,803	82%	\$6.70	530	3,039	89%	\$6.75	536	2,958	87%
1800 - 1900	\$5.65	582	2,203	65%	\$4.05	659	2,959	87%	\$4.05	622	2,812	83%	\$4.50	593	2,630	77%	\$6.75	584	2,398	71%
1900 - 2000	\$3.95	374	1,273	37%	\$3.95	413	1,582	47%	\$3.95	429	1,609	47%	\$5.75	494	1,925	57%	\$6.25	471	1,510	44%

PM Time	Monday 01/31/22				Tuesday 02/01/22				Wednesday 02/02/22				Thursday 02/03/22				Friday 02/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	396	2,651	75%																
1500 - 1600	\$5.65	496	2,984	88%																
1600 - 1700	\$5.10	430	2,986	84%																
1700 - 1800	\$4.95	497	3,032	85%																
1800 - 1900	\$5.65	539	2,300	65%																
1900 - 2000	\$3.95	391	1,288	37%																

## OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 01/03/22				Tuesday 01/04/22				Wednesday 01/05/22				Thursday 01/06/22				Friday 01/07/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	362	1,135	33%	\$3.15	390	1,226	36%	\$3.15	399	1,247	37%	\$3.15	385	1,189	35%	\$3.15	342	1,042	31%
0500 - 0600	\$5.10	557	2,198	65%	\$5.10	642	2,402	71%	\$5.10	628	2,377	70%	\$5.10	609	2,333	69%	\$4.85	523	2,072	61%
0600 - 0700	\$5.30	426	1,885	55%	\$5.30	476	2,192	64%	\$5.30	497	2,403	71%	\$5.30	494	2,144	63%	\$5.10	436	1,888	56%
0700 - 0800	\$5.80	280	1,340	39%	\$5.80	375	1,921	57%	\$5.80	394	2,278	67%	\$5.80	357	1,683	50%	\$5.65	346	1,629	48%
0800 - 0900	\$5.30	240	1,390	41%	\$5.30	233	1,506	44%	\$5.30	307	2,222	65%	\$5.30	268	1,626	48%	\$5.10	219	1,436	42%
0900 - 1000	\$4.20	301	1,448	43%	\$4.20	243	1,477	43%	\$4.20	307	2,023	60%	\$4.20	300	1,582	47%	\$4.20	248	1,451	43%

AM Time	Monday 01/10/22				Tuesday 01/11/22				Wednesday 01/12/22				Thursday 01/13/22				Friday 01/14/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	381	1,224	36%	\$3.15	399	1,232	36%	\$3.15	407	1,208	36%	\$3.15	395	1,174	35%	\$3.15	363	1,043	31%
0500 - 0600	\$5.10	628	2,515	74%	\$5.10	628	2,476	73%	\$5.10	629	2,468	73%	\$5.10	637	2,371	70%	\$4.85	554	2,201	65%
0600 - 0700	\$5.30	507	2,286	67%	\$5.30	514	2,343	69%	\$5.30	513	2,263	67%	\$5.30	524	2,315	68%	\$5.10	440	1,916	56%
0700 - 0800	\$5.80	381	1,841	54%	\$5.80	420	1,936	57%	\$5.80	403	1,850	54%	\$5.80	411	1,967	58%	\$5.65	350	1,646	48%
0800 - 0900	\$5.30	265	1,698	50%	\$5.30	244	1,723	51%	\$5.30	242	1,780	52%	\$5.30	253	1,781	52%	\$5.10	212	1,609	47%
0900 - 1000	\$4.20	230	1,399	41%	\$4.20	217	1,596	47%	\$4.20	207	1,563	46%	\$4.20	227	1,501	44%	\$4.20	259	1,556	46%

AM Time	Monday 01/17/22				Tuesday 01/18/22				Wednesday 01/19/22				Thursday 01/20/22				Friday 01/21/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	297	935	28%	\$3.15	416	1,238	36%	\$3.15	418	1,209	36%	\$3.15	422	1,188	35%	\$3.15	335	1,001	29%
0500 - 0600	\$5.10	427	1,744	51%	\$5.10	649	2,525	74%	\$5.10	648	2,464	72%	\$5.10	677	2,395	70%	\$4.85	619	2,228	66%
0600 - 0700	\$5.30	274	1,375	40%	\$5.30	510	2,374	70%	\$5.30	552	2,406	71%	\$5.30	571	2,414	71%	\$5.10	492	2,103	62%
0700 - 0800	\$5.80	224	1,213	36%	\$5.80	449	2,229	66%	\$5.80	450	2,126	63%	\$5.80	437	2,090	61%	\$5.65	383	1,857	55%
0800 - 0900	\$5.30	276	1,391	41%	\$5.30	258	2,079	61%	\$5.30	229	1,792	53%	\$5.30	246	1,790	53%	\$5.10	283	1,839	54%
0900 - 1000	\$4.20	387	1,577	46%	\$4.20	226	1,634	48%	\$4.20	205	1,587	47%	\$4.20	227	1,715	50%	\$4.20	234	1,523	45%

AM Time	Monday 01/24/22				Tuesday 01/25/22				Wednesday 01/26/22				Thursday 01/27/22				Friday 01/28/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	421	1,305	38%	\$3.15	453	1,338	39%	\$3.15	433	1,280	38%	\$3.15	447	1,346	40%	\$3.15	358	1,112	33%
0500 - 0600	\$5.10	697	2,641	78%	\$5.10	695	2,864	84%	\$5.10	678	2,606	77%	\$5.10	677	2,622	77%	\$4.85	631	2,368	70%
0600 - 0700	\$5.30	592	2,596	76%	\$5.30	534	2,519	74%	\$5.30	598	2,593	76%	\$5.30	547	2,542	75%	\$5.10	523	2,230	66%
0700 - 0800	\$5.80	492	2,423	71%	\$5.80	605	2,818	83%	\$5.80	508	2,335	69%	\$5.80	445	2,216	65%	\$5.65	442	1,879	55%
0800 - 0900	\$5.30	279	2,007	59%	\$5.30	285	2,144	63%	\$5.30	278	2,137	63%	\$5.30	260	1,994	59%	\$5.10	302	1,872	55%
0900 - 1000	\$4.20	237	1,772	52%	\$4.20	224	1,790	53%	\$4.20	52	606	18%	\$4.20	234	1,863	55%	\$4.20	270	1,784	52%

AM Time	Monday 01/31/22				Tuesday 02/01/22				Wednesday 02/02/22				Thursday 02/03/22				Friday 02/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	417	1,268	38%																
0500 - 0600	\$5.10	672	2,532	78%																
0600 - 0700	\$5.30	598	2,634	76%																
0700 - 0800	\$5.80	484	2,384	71%																
0800 - 0900	\$5.30	221	1,880	59%																
0900 - 1000	\$4.20	229	1,715	52%																



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## OCTA OPERATIONAL HIGHLIGHTS

### **91 Express Lanes Back-Office System (BOS) Development Update**

In February 2021, Cofiroute USA, LLC (CUSA) notified OCTA and the Riverside County Transportation Commission (RCTC) of a delay to the implementation of the new BOS for the 91 Express Lanes for both Orange and Riverside counties as a result of the COVID-19 pandemic. CUSA is the current operator of the 91 Express Lanes for both OCTA and RCTC (Agencies) and is the firm selected for the design, development, and implementation of the new BOS, as well as the customer service center operation.

To address the potential delay of transitioning to the new operating agreement, in October 2019, an amendment to the existing operating agreement was executed which allowed for six one-month extension periods, from July 1, 2021 through December 31, 2021. In anticipation the transition will not occur by December 31, in October 2021, both the OCTA and RCTC Board of Directors approved a subsequent amendment which allowed for three one-month extensions, commencing January 1, 2022 through March 31, 2022. In January, the Agencies provided notice to CUSA that the second extension period, commencing February 1, 2022 through February 28, 2022 will be exercised. The Agencies intend to exercise the one-month options until the transition to the new back-office system occurs, which is anticipated to begin March 4, 2022 with go-live on March 7, 2022.

### **91 Express Lanes Toll Entrance Gantries Infrastructure Project Update**

OCTA entered into an agreement with the California Department of Transportation (Caltrans) to provide construction and construction management services for the 91 Express Lanes Toll Entrance Gantries Infrastructure Project. This project entails constructing new toll gantries infrastructure at the three entrances (Northbound 55, Eastbound 91 and Westbound 91) of the OCTA 91 Express Lanes. Caltrans advertised and awarded the project in March 2021 and May 2021, respectively. In June, the contract was executed and the project kickoff meeting was held in July. Pre-construction activities began in August and was followed with construction activities which commenced in September. In December, staff was notified of a drainage conflict with where the new Westbound 91 gantry was to be installed. Staff is working with the Plans, Specifications, and Estimates consultant and Caltrans to address the issue. The project is anticipated to be completed in early 2022. During the construction period, overnight closures and possibly, a few full weekend closures, will occur. Upon completion of the infrastructure project, Kapsch TrafficCom USA, Inc., the toll lanes system integrator for the 91 Express Lanes, will install new Electronic Toll and Traffic Management system equipment onto the new gantries.

# FINANCIAL HIGHLIGHTS OCTA

## 91 Express Lanes Operating Statement

Description	YTD as of : <b>1/31/2022</b>		YTD Variance	
	Actual <sup>(1)</sup>	Budget <sup>(1)</sup>	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 32,596,155.74	\$ 23,818,650.00	\$ 8,777,505.74	36.9
Fee Revenue	3,561,713.77	1,807,732.00	1,753,981.77	97.0
<b>Total operating revenues</b>	<b>36,157,869.51</b>	<b>25,626,382.00</b>	<b>10,531,487.51</b>	<b>41.1</b>
<b>Operating expenses:</b>				
Contracted Services	3,867,657.63	4,475,296.00	607,638.37	13.6
Administrative Fee	1,577,303.00	1,821,022.00	243,719.00	13.4
Other Professional Services	265,198.52	2,088,994.00	1,823,795.48	87.3
Credit Card Processing Fees	850,381.01	666,380.00	(184,001.01)	(27.6)
Toll Road Account Servicing	292,758.35	581,600.00	288,841.65	49.7
Other Insurance Expense	268,526.72	145,775.00	(122,751.72)	(84.2)
Toll Road Maintenance Supply Repairs	468,624.95	1,599,120.00	1,130,495.05	70.7
Patrol Services	525,847.95	641,410.00	115,562.05	18.0
Building Equipment Repairs and Maint	263,341.14	421,691.00	158,349.86	37.6
6C Transponders	-	37,500.00	37,500.00	100.0
Other Services <sup>(5)</sup>	(779,250.00)	506,000.00	1,285,250.00	254.0
Utilities	38,790.19	35,412.00	(3,378.19)	(9.5)
Office Expense	261.18	200,648.00	200,386.82	99.9
Bad Debt Expense	77,046.94	-	(77,046.94)	N/A
Miscellaneous <sup>(2)</sup>	18,272.18	94,124.00	75,851.82	80.6
Leases	239,747.39	288,638.00	48,890.61	16.9
<b>Total operating expenses</b>	<b>7,974,507.15</b>	<b>13,603,610.00</b>	<b>5,629,102.85</b>	<b>41.4</b>
Depreciation and Amortization <sup>(3)</sup>	1,887,259.63	-	(1,887,259.63)	N/A
<b>Operating income (loss)</b>	<b>26,296,102.73</b>	<b>12,022,772.00</b>	<b>14,273,330.73</b>	<b>118.7</b>
<b>Nonoperating revenues (expenses):</b>				
Reimbursement from Other Agencies	133,097.54	-	133,097.54	N/A
Interest Income	1,534,278.88	1,003,471.00	530,807.88	52.9
Interest Expense	(2,318,762.31)	(2,022,413.00)	(296,349.31)	(14.7)
Other	7,291.20	-	7,291.20	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(644,094.69)</b>	<b>(1,018,942.00)</b>	<b>374,847.31</b>	<b>36.8</b>
Transfers In	-	-	-	N/A
Transfers Out <sup>(4)</sup>	(4,829,664.18)	(3,865,805.00)	(963,859.18)	(24.9)
<b>Net income (loss)</b>	<b>\$ 20,822,343.86</b>	<b>\$ 7,138,025.00</b>	<b>\$ 13,684,318.86</b>	<b>191.7</b>

<sup>1</sup>Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

<sup>2</sup>Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

<sup>3</sup>Depreciation and amortization are not budgeted items.

<sup>4</sup>Transfers Out: For M2 Project I and Project J expense reimbursements.

<sup>5</sup>Litigation settlement was accrued, the negative will be offset once the litigation payment is issued.

## Capital Asset Activity

During the eight months ending February 28, 2022, capital asset activities included payment of \$364,399 attributing to the Electronic Toll and Traffic Management system project.



# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 Express Lanes for January 2022 was 1,134,131. This represents a daily average of 36,585 vehicles. This is a 34.2 percent increase in total traffic volume from the same period last year, which totaled 845,056 and was the eleventh month of the State of California's stay-at-home orders due to the coronavirus (COVID-19) pandemic. Potential toll revenue for January was \$4,493,112, which represents an increase of 55.1 percent from the prior year's total of \$2,897,557. Carpool percentage for January was 22 percent as compared to the previous year's rate of 20.3 percent. As compared to January 2020, traffic volume decreased by 10.4 percent and revenue decreased by 22.9 percent. This can be attributed to the overnight closures for the 91 Corridor Operations Project.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 Express Lanes and associated potential revenue for the month of January 2022.

### Current Month-to-Date as of January 31, 2022

Trips	JAN-22 MTD Actual	Stantec MTD Projected	# Variance	% Variance	JAN-21 MTD Actual	Yr-to-Yr % Variance	JAN-20 MTD Actual	Yr 22-to-Yr 20 % Variance
Full Toll Lanes	885,039	914,457	(29,418)	(3.2%)	673,879	31.3%	973,936	(9.1%)
3+ Lanes	249,092	318,543	(69,451)	(21.8%)	171,177	45.5%	291,433	(14.5%)
Total Gross Trips	1,134,131	1,233,000	(98,869)	(8.0%)	845,056	34.2%	1,265,369	(10.4%)
<b>Revenue</b>								
Full Toll Lanes	\$4,452,463	\$4,050,257	\$402,205	9.9%	\$2,867,125	55.3%	\$5,789,888	(23.1%)
3+ Lanes	\$40,650	\$0	\$40,650		\$30,432	33.6%	\$37,514	8.4%
Total Gross Revenue	\$4,493,112	\$4,050,257	\$442,855	10.9%	\$2,897,557	55.1%	\$5,827,403	(22.9%)
<b>Average Revenue per Trip</b>								
Average Full Toll Lanes	\$5.03	\$4.43	\$0.60	13.5%	\$4.25	18.4%	\$5.94	(15.3%)
Average 3+ Lanes	\$0.16	\$0.00	\$0.16		\$0.18	(11.1%)	\$0.13	23.1%
Average Gross Revenue	\$3.96	\$3.28	\$0.68	20.7%	\$3.43	15.5%	\$4.61	(14.1%)

The 2022 fiscal year-to-date traffic volume increased by 46 percent and potential toll revenue increased by 59.2 percent, when compared with the same period last year. Year-to-date average revenue per-trip is \$3.71.

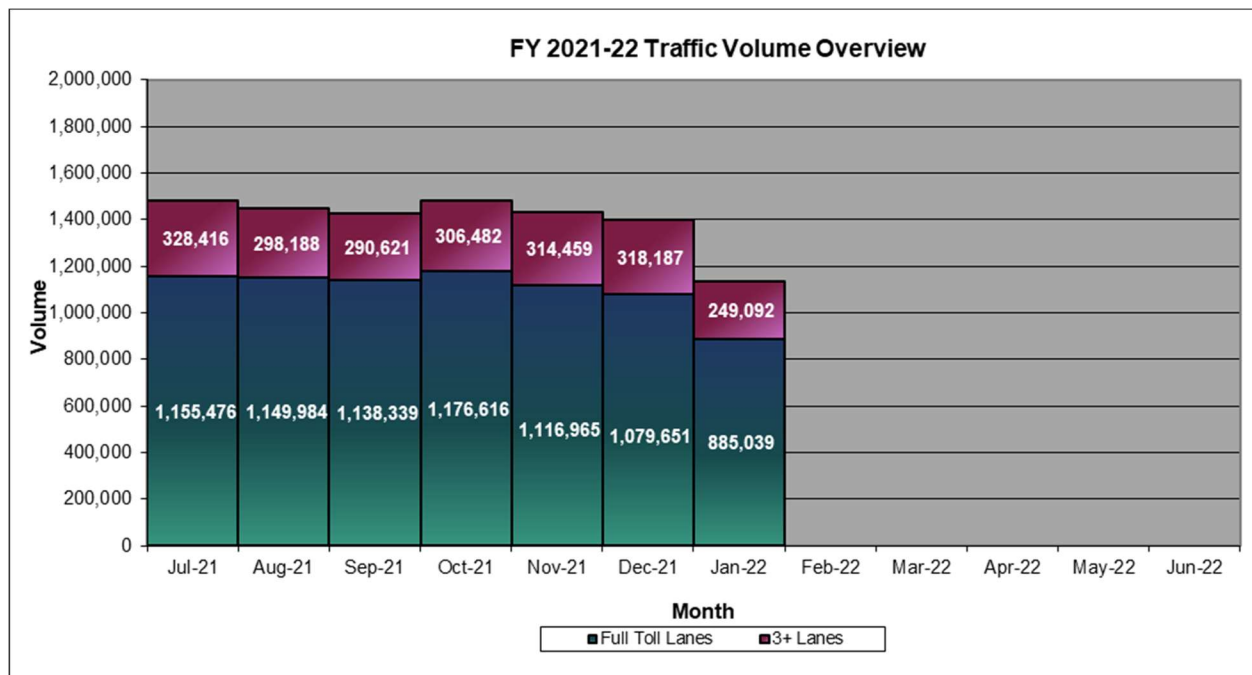
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the months of July 2021 through January 2022.

#### FY 2021-22 Year-to-Date as of January 31, 2022

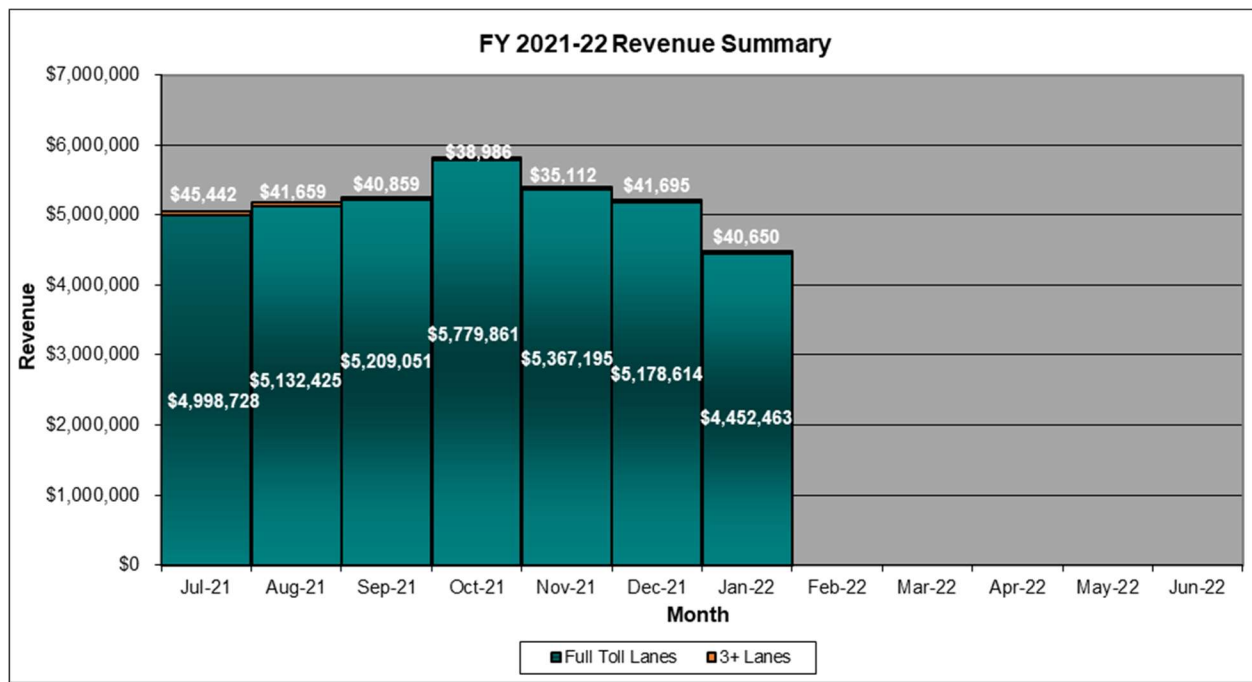
Trips	FY 2021-22 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2020-21 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	7,702,079	6,532,757	1,169,322	17.9%	5,325,250	44.6%
3+ Lanes	2,105,446	2,311,200	(205,754)	(8.9%)	1,392,469	51.2%
Total Gross Trips	9,807,525	8,843,957	963,568	10.9%	6,717,719	46.0%
<b>Revenue</b>						
Full Toll Lanes	\$36,118,361	\$28,343,514	\$7,774,846	27.4%	\$22,627,133	59.6%
3+ Lanes	\$284,403	\$0	\$284,403		\$244,494	16.3%
Total Gross Revenue	\$36,402,763	\$28,343,514	\$8,059,249	28.4%	\$22,871,627	59.2%
<b>Average Revenue per Trip</b>						
Average Full Toll Lanes	\$4.69	\$4.34	\$0.35	8.1%	\$4.25	10.4%
Average 3+ Lanes	\$0.14	\$0.00	\$0.14		\$0.18	(22.2%)
Average Gross Revenue	\$3.71	\$3.20	\$0.51	15.9%	\$3.40	9.1%

## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



## RCTC PEAK-HOUR VOLUMES

In January, no toll rates were adjusted. RCTC evaluates traffic volumes for peak period hours and adjusts rates according to the toll rate policy.

## RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 01/03/22					Tuesday 01/04/22					Wednesday 01/05/22					Thursday 01/06/22					Friday 01/07/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	174	823	997	C	\$7.05	172	878	1,050	D	\$9.15	180	895	1,075	D	\$12.25	190	917	1,107	D	\$26.80	242	931	1,173	D
1500 - 1600	\$8.45	231	879	1,110	D	\$10.50	235	916	1,151	D	\$13.55	225	839	1,064	D	\$16.60	218	892	1,110	D	\$26.50	288	914	1,202	E
1600 - 1700	\$7.05	198	715	913	C	\$5.45	212	911	1,123	D	\$7.05	206	909	1,115	D	\$8.45	196	931	1,127	D	\$15.60	235	887	1,122	D
1700 - 1800	\$5.45	160	673	833	C	\$5.45	190	862	1,052	D	\$5.45	182	717	899	C	\$5.45	220	802	1,022	D	\$7.40	234	800	1,034	D
1800 - 1900	\$5.45	210	435	645	B	\$5.45	207	643	850	C	\$5.45	148	509	657	B	\$5.45	241	714	955	C	\$5.45	240	637	877	C
1900 - 2000	\$2.30	126	281	407	B	\$4.25	161	345	506	B	\$4.25	215	497	712	B	\$5.45	190	407	597	B	\$4.25	202	432	634	B

PM Time	Monday 01/10/22					Tuesday 01/11/22					Wednesday 01/12/22					Thursday 01/13/22					Friday 01/14/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	166	790	956	C	\$7.05	138	715	853	C	\$9.15	168	919	1,087	D	\$12.25	161	888	1,049	D	\$26.80	320	1,029	1,349	F
1500 - 1600	\$8.45	219	921	1,140	D	\$10.50	208	844	1,052	D	\$13.55	227	863	1,090	D	\$16.60	244	919	1,163	D	\$26.50	299	952	1,251	E
1600 - 1700	\$7.05	195	867	1,062	D	\$5.45	188	900	1,088	D	\$7.05	204	889	1,093	D	\$8.45	216	912	1,128	D	\$15.60	301	928	1,229	E
1700 - 1800	\$5.45	182	727	909	C	\$5.45	182	783	965	C	\$5.45	187	772	959	C	\$5.45	184	883	1,067	D	\$7.40	245	928	1,173	D
1800 - 1900	\$5.45	176	541	717	B	\$5.45	211	731	942	C	\$5.45	205	659	864	C	\$5.45	187	710	897	C	\$5.45	284	751	1,035	D
1900 - 2000	\$2.30	115	262	377	A	\$4.25	146	421	567	B	\$4.25	122	361	483	B	\$5.45	152	387	539	B	\$4.25	273	627	900	C

PM Time	Monday 01/17/22					Tuesday 01/18/22					Wednesday 01/19/22					Thursday 01/20/22					Friday 01/21/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	229	814	1,043	D	\$7.05	165	863	1,028	D	\$9.15	180	950	1,130	D	\$12.25	201	953	1,154	D	\$26.80	263	1,035	1,298	E
1500 - 1600	\$8.45	277	856	1,133	D	\$10.50	254	937	1,191	D	\$13.55	228	925	1,153	D	\$16.60	225	923	1,148	D	\$26.50	308	903	1,211	E
1600 - 1700	\$7.05	82	313	395	A	\$5.45	179	926	1,105	D	\$7.05	215	941	1,156	D	\$8.45	179	942	1,121	D	\$15.60	250	913	1,163	D
1700 - 1800	\$5.45	275	837	1,112	D	\$5.45	223	832	1,055	D	\$5.45	199	809	1,008	D	\$5.45	204	885	1,089	D	\$7.40	213	871	1,084	D
1800 - 1900	\$5.45	274	666	940	C	\$5.45	222	737	959	C	\$5.45	227	703	930	C	\$5.45	250	773	1,023	D	\$5.45	295	763	1,058	D
1900 - 2000	\$2.30	174	342	516	B	\$4.25	135	367	502	B	\$4.25	151	440	591	B	\$5.45	156	534	690	B	\$4.25	227	688	915	C

PM Time	Monday 01/24/22					Tuesday 01/25/22					Wednesday 01/26/22					Thursday 01/27/22					Friday 01/28/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	167	887	1,054	D	\$7.05	184	896	1,080	D	\$9.15	181	978	1,159	D	\$12.25	214	982	1,196	D	\$26.80	244	949	1,193	D
1500 - 1600	\$8.45	203	889	1,092	D	\$10.50	255	855	1,110	D	\$13.55	234	910	1,144	D	\$16.60	249	875	1,124	D	\$26.50	283	878	1,161	D
1600 - 1700	\$7.05	187	876	1,063	D	\$5.45	221	912	1,133	D	\$7.05	208	975	1,183	D	\$8.45	200	1,003	1,203	E	\$15.60	262	824	1,086	D
1700 - 1800	\$5.45	192	803	995	C	\$5.45	197	912	1,109	D	\$5.45	168	845	1,013	D	\$5.45	218	885	1,103	D	\$7.40	216	902	1,118	D
1800 - 1900	\$5.45	222	696	918	C	\$5.45	243	859	1,102	D	\$5.45	274	831	1,105	D	\$5.45	239	706	945	C	\$5.45	261	843	1,104	D
1900 - 2000	\$2.30	155	419	574	B	\$4.25	198	552	750	B	\$4.25	191	557	748	B	\$5.45	226	747	973	C	\$4.25	167	486	653	B

PM Time	Monday 01/31/22					Tuesday 02/01/22					Wednesday 02/02/22					Thursday 02/03/22					Friday 02/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	179	934	1,113	D																				
1500 - 1600	\$8.45	225	896	1,121	D																				
1600 - 1700	\$7.05	175	963	1,138	D																				
1700 - 1800	\$5.45	173	897	1,070	D																				
1800 - 1900	\$5.45	231	748	979	C																				
1900 - 2000	\$2.30	178	429	607	B																				



**Eastbound PM Peak - County Line to 15 SB Ontario**

PM Time	Monday 01/03/22					Tuesday 01/04/22					Wednesday 01/05/22					Thursday 01/06/22					Friday 01/07/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	102	517	619	B	\$5.45	107	596	703	B	\$5.45	134	668	802	C	\$5.45	106	639	745	B	\$5.45	145	660	805	C
1500 - 1600	\$5.45	123	617	740	B	\$5.45	131	690	821	C	\$5.45	127	687	814	C	\$5.45	136	706	842	C	\$5.45	138	612	750	B
1600 - 1700	\$3.00	106	553	659	B	\$5.45	115	615	730	B	\$5.45	116	631	747	B	\$5.45	105	613	718	B	\$3.00	124	591	715	B
1700 - 1800	\$3.00	117	423	540	B	\$3.00	134	594	728	B	\$3.00	128	488	616	B	\$3.00	142	560	702	B	\$3.00	132	499	631	B
1800 - 1900	\$3.00	132	335	467	B	\$3.00	120	476	596	B	\$3.00	112	398	510	B	\$3.00	143	513	656	B	\$3.00	142	367	509	B
1900 - 2000	\$3.00	90	217	307	A	\$3.00	118	300	418	B	\$3.00	158	415	573	B	\$3.00	130	294	424	B	\$3.00	111	288	399	A

PM Time	Monday 01/10/22					Tuesday 01/11/22					Wednesday 01/12/22					Thursday 01/13/22					Friday 01/14/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	92	585	677	B	\$5.45	79	525	604	B	\$5.45	130	690	820	C	\$5.45	116	612	728	B	\$5.45	140	773	913	C
1500 - 1600	\$5.45	120	658	778	B	\$5.45	114	667	781	B	\$5.45	120	665	785	B	\$5.45	117	670	787	B	\$5.45	113	554	667	B
1600 - 1700	\$3.00	111	585	696	B	\$5.45	106	635	741	B	\$5.45	111	562	673	B	\$5.45	96	606	702	B	\$3.00	103	574	677	B
1700 - 1800	\$3.00	110	548	658	B	\$3.00	116	536	652	B	\$3.00	119	563	682	B	\$3.00	95	605	700	B	\$3.00	136	629	765	B
1800 - 1900	\$3.00	141	399	540	B	\$3.00	136	551	687	B	\$3.00	109	474	583	B	\$3.00	98	522	620	B	\$3.00	123	497	620	B
1900 - 2000	\$3.00	110	251	361	A	\$3.00	99	322	421	B	\$3.00	96	286	382	A	\$3.00	93	314	407	B	\$3.00	123	386	509	B

PM Time	Monday 01/17/22					Tuesday 01/18/22					Wednesday 01/19/22					Thursday 01/20/22					Friday 01/21/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	142	510	652	B	\$5.45	105	608	713	B	\$5.45	124	655	779	B	\$5.45	114	634	748	B	\$5.45	134	721	855	C
1500 - 1600	\$5.45	144	584	728	B	\$5.45	119	711	830	C	\$5.45	100	721	821	C	\$5.45	102	692	794	B	\$5.45	121	647	768	B
1600 - 1700	\$3.00	45	167	212	A	\$5.45	100	615	715	B	\$5.45	123	639	762	B	\$5.45	102	626	728	B	\$3.00	100	631	731	B
1700 - 1800	\$3.00	148	639	787	B	\$3.00	120	562	682	B	\$3.00	120	593	713	B	\$3.00	115	614	729	B	\$3.00	120	525	645	B
1800 - 1900	\$3.00	176	465	641	B	\$3.00	135	514	649	B	\$3.00	145	470	615	B	\$3.00	136	574	710	B	\$3.00	164	534	698	B
1900 - 2000	\$3.00	111	258	369	A	\$3.00	104	311	415	B	\$3.00	118	345	463	B	\$3.00	106	391	497	B	\$3.00	165	368	533	B

PM Time	Monday 01/24/22					Tuesday 01/25/22					Wednesday 01/26/22					Thursday 01/27/22					Friday 01/28/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	117	649	766	B	\$5.45	110	721	831	C	\$5.45	97	713	810	C	\$5.45	117	706	823	C	\$5.45	151	796	947	C
1500 - 1600	\$5.45	98	670	768	B	\$5.45	115	678	793	B	\$5.45	116	744	860	C	\$5.45	124	696	820	C	\$5.45	143	628	771	B
1600 - 1700	\$3.00	104	613	717	B	\$5.45	100	592	692	B	\$5.45	90	613	703	B	\$5.45	105	640	745	B	\$3.00	115	626	741	B
1700 - 1800	\$3.00	121	607	728	B	\$3.00	106	629	735	B	\$3.00	99	615	714	B	\$3.00	102	679	781	B	\$3.00	106	662	768	B
1800 - 1900	\$3.00	128	518	646	B	\$3.00	175	652	827	C	\$3.00	156	595	751	B	\$3.00	112	488	600	B	\$3.00	160	560	720	B
1900 - 2000	\$3.00	115	284	399	A	\$3.00	107	458	565	B	\$3.00	125	430	555	B	\$3.00	158	572	730	B	\$3.00	84	325	409	B

PM Time	Monday 01/31/22					Tuesday 02/01/22					Wednesday 02/02/22					Thursday 02/03/22					Friday 02/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	102	687	789	B																				
1500 - 1600	\$5.45	114	664	778	B																				
1600 - 1700	\$3.00	96	653	749	B																				
1700 - 1800	\$3.00	101	654	755	B																				
1800 - 1900	\$3.00	137	576	713	B																				
1900 - 2000	\$3.00	111	324	435	B																				

## RCTC WESTBOUND PEAK-HOUR VOLUMES

### Westbound AM Peak - McKinley to County Line

AM Time	Monday 01/03/22					Tuesday 01/04/22					Wednesday 01/05/22					Thursday 01/06/22					Friday 01/07/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	174	420	594	B	\$2.30	167	481	648	B	\$2.30	191	441	632	B	\$2.30	170	448	618	B	\$2.30	146	414	560	B
0500 - 0600	\$11.20	327	887	1,214	E	\$11.20	304	1053	1,357	F	\$11.20	338	1061	1,399	F	\$9.45	312	1,044	1,356	F	\$5.45	242	968	1,210	E
0600 - 0700	\$17.30	220	703	923	C	\$18.30	217	908	1,125	D	\$18.30	223	974	1,197	D	\$17.30	211	904	1,115	D	\$10.45	183	816	999	C
0700 - 0800	\$14.30	204	711	915	C	\$14.30	214	942	1,156	D	\$14.30	250	1058	1,308	E	\$13.30	214	880	1,094	D	\$9.40	195	817	1,012	D
0800 - 0900	\$9.40	147	706	853	C	\$10.40	135	770	905	C	\$10.40	165	1038	1,203	E	\$9.40	137	835	972	C	\$5.45	103	672	775	B
0900 - 1000	\$5.45	145	608	753	B	\$7.05	125	583	708	B	\$7.05	143	743	886	C	\$7.05	144	638	782	B	\$4.25	122	598	720	B

AM Time	Monday 01/10/22					Tuesday 01/11/22					Wednesday 01/12/22					Thursday 01/13/22					Friday 01/14/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	150	493	643	B	\$2.30	173	457	630	B	\$2.30	162	492	654	B	\$2.30	187	433	620	B	\$2.30	176	398	574	B
0500 - 0600	\$11.20	309	1,156	1,465	F	\$11.20	313	1047	1,360	F	\$11.20	294	1060	1,354	F	\$9.45	347	982	1,329	E	\$5.45	286	912	1,198	D
0600 - 0700	\$17.30	244	919	1,163	D	\$18.30	244	926	1,170	D	\$18.30	229	913	1,142	D	\$17.30	276	866	1,142	D	\$10.45	231	737	968	C
0700 - 0800	\$14.30	240	824	1,064	D	\$14.30	226	871	1,097	D	\$14.30	216	836	1,052	D	\$13.30	232	852	1,084	D	\$9.40	219	777	996	C
0800 - 0900	\$9.40	131	837	968	C	\$10.40	135	789	924	C	\$10.40	117	845	962	C	\$9.40	148	804	952	C	\$5.45	131	735	866	C
0900 - 1000	\$5.45	112	625	737	B	\$7.05	111	689	800	B	\$7.05	110	646	756	B	\$7.05	117	568	685	B	\$4.25	116	588	704	B

AM Time	Monday 01/17/22					Tuesday 01/18/22					Wednesday 01/19/22					Thursday 01/20/22					Friday 01/21/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	147	381	528	B	\$2.30	208	465	673	B	\$2.30	193	448	641	B	\$2.30	191	405	596	B	\$2.30	154	333	487	B
0500 - 0600	\$11.20	202	811	1,013	D	\$11.20	349	1,110	1,459	F	\$11.20	331	1,110	1,441	F	\$9.45	367	1,046	1,413	F	\$5.45	324	973	1,297	E
0600 - 0700	\$17.30	132	621	753	B	\$18.30	265	994	1,259	E	\$18.30	284	960	1,244	E	\$17.30	282	941	1,223	E	\$10.45	240	857	1,097	D
0700 - 0800	\$14.30	116	620	736	B	\$14.30	311	1,041	1,352	F	\$14.30	279	941	1,220	E	\$13.30	269	913	1,182	D	\$9.40	271	760	1,031	D
0800 - 0900	\$9.40	158	586	744	B	\$10.40	143	981	1,124	D	\$10.40	133	901	1,034	D	\$9.40	119	863	982	C	\$5.45	146	792	938	C
0900 - 1000	\$5.45	203	587	790	B	\$7.05	123	672	795	B	\$7.05	109	660	769	B	\$7.05	116	706	822	C	\$4.25	128	560	688	B

AM Time	Monday 01/24/22					Tuesday 01/25/22					Wednesday 01/26/22					Thursday 01/27/22					Friday 01/28/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	195	475	670	B	\$2.30	209	457	666	B	\$2.30	202	438	640	B	\$2.30	216	491	707	B	\$2.30	197	431	628	B
0500 - 0600	\$11.20	395	1,091	1,486	F	\$11.20	375	1,031	1,406	F	\$11.20	381	1,118	1,499	F	\$9.45	326	1,172	1,498	F	\$5.45	352	1,000	1,352	F
0600 - 0700	\$17.30	294	1,006	1,300	E	\$18.30	247	850	1,097	D	\$18.30	334	1,038	1,372	F	\$17.30	275	1,054	1,329	E	\$10.45	262	882	1,144	D
0700 - 0800	\$14.30	320	1,080	1,400	F	\$14.30	405	1,318	1,723	F	\$14.30	319	974	1,293	E	\$13.30	280	958	1,238	E	\$9.40	269	798	1,067	D
0800 - 0900	\$9.40	138	944	1,082	D	\$10.40	164	1,059	1,223	E	\$10.40	149	949	1,098	D	\$9.40	147	931	1,078	D	\$5.45	161	836	997	C
0900 - 1000	\$5.45	132	855	987	C	\$7.05	115	725	840	C	\$7.05	113	799	912	C	\$7.05	118	763	881	C	\$4.25	134	718	852	C

AM Time	Monday 01/31/22					Tuesday 02/01/22					Wednesday 02/02/22					Thursday 02/03/22					Friday 02/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	199	464	663	B																				
0500 - 0600	\$11.20	365	1,072	1,437	F																				
0600 - 0700	\$17.30	332	1,017	1,349	E																				
0700 - 0800	\$14.30	270	1,092	1,362	F																				
0800 - 0900	\$9.40	111	912	1,023	D																				
0900 - 1000	\$5.45	134	760	894	C																				



**Westbound AM Peak - I-15 North to County Line**

AM Time	Monday 01/03/22					Tuesday 01/04/22					Wednesday 01/05/22					Thursday 01/06/22					Friday 01/07/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	150	404	554	B	\$3.00	132	446	578	B	\$3.00	146	450	596	B	\$3.00	121	438	559	B	\$3.00	112	368	480	B
0500 - 0600	\$7.00	195	870	1,065	D	<b>\$7.00</b>	<b>171</b>	<b>998</b>	<b>1,169</b>	<b>D</b>	\$7.00	185	971	1,156	D	\$5.45	161	1,010	1,171	D	\$5.45	149	813	962	C
0600 - 0700	\$9.00	171	802	973	C	\$9.00	191	948	1,139	D	\$9.00	204	979	1,183	D	\$7.00	184	951	1,135	D	\$7.00	154	853	1,007	D
0700 - 0800	\$9.00	108	656	764	B	\$9.00	128	860	988	C	\$9.00	140	960	1,100	D	\$7.00	122	798	920	C	\$7.00	107	706	813	C
0800 - 0900	\$7.00	97	564	661	B	\$7.00	97	693	790	B	\$7.00	123	890	1,013	D	\$5.45	91	731	822	C	\$5.45	89	618	707	B
0900 - 1000	\$5.45	114	526	640	B	\$5.45	102	572	674	B	\$5.45	127	658	785	B	\$3.00	120	660	780	B	\$3.00	101	549	650	B

AM Time	Monday 01/10/22					Tuesday 01/11/22					Wednesday 01/12/22					Thursday 01/13/22					Friday 01/14/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	130	471	601	B	\$3.00	141	427	568	B	\$3.00	138	397	535	B	\$3.00	140	380	520	B	\$3.00	126	354	480	B
0500 - 0600	\$7.00	165	1,029	1,194	D	\$7.00	186	1,029	1,215	E	\$7.00	182	979	1,161	D	\$5.45	213	954	1,167	D	\$5.45	193	844	1,037	D
0600 - 0700	\$9.00	190	996	1,186	D	\$9.00	178	998	1,176	D	\$9.00	170	983	1,153	D	\$7.00	203	896	1,099	D	\$7.00	143	800	943	C
0700 - 0800	\$9.00	165	898	1,063	D	\$9.00	135	936	1,071	D	\$9.00	116	845	961	C	\$7.00	154	837	991	C	\$7.00	124	702	826	C
0800 - 0900	\$7.00	105	771	876	C	\$7.00	108	814	922	C	\$7.00	89	827	916	C	\$5.45	97	778	875	C	\$5.45	82	672	754	B
0900 - 1000	\$5.45	99	563	662	B	\$5.45	82	665	747	B	\$5.45	93	641	734	B	\$3.00	85	633	718	B	\$3.00	101	615	716	B

AM Time	Monday 01/17/22					Tuesday 01/18/22					Wednesday 01/19/22					Thursday 01/20/22					Friday 01/21/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	113	315	428	B	\$3.00	141	426	567	B	\$3.00	148	412	560	B	\$3.00	159	415	574	B	\$3.00	134	366	500	B
0500 - 0600	\$7.00	122	742	864	C	\$7.00	192	1,046	1,238	E	\$7.00	192	1,002	1,194	D	\$5.45	229	925	1,154	D	\$5.45	210	842	1,052	D
0600 - 0700	\$9.00	90	637	727	B	\$9.00	199	1,030	1,229	E	\$9.00	202	1,011	1,213	E	\$7.00	236	963	1,199	D	\$7.00	188	794	982	C
0700 - 0800	\$9.00	73	534	607	B	\$9.00	171	979	1,150	D	\$9.00	181	952	1,133	D	\$7.00	134	904	1,038	D	\$7.00	136	760	896	C
0800 - 0900	\$7.00	82	551	633	B	\$7.00	105	886	991	C	\$7.00	91	807	898	C	\$5.45	100	861	961	C	\$5.45	126	745	871	C
0900 - 1000	\$5.45	122	524	646	B	\$5.45	84	696	780	B	\$5.45	80	687	767	B	\$3.00	107	697	804	C	\$3.00	106	620	726	B

AM Time	Monday 01/24/22					Tuesday 01/25/22					Wednesday 01/26/22					Thursday 01/27/22					Friday 01/28/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	159	445	604	B	\$3.00	179	461	640	B	\$3.00	167	446	613	B	\$3.00	151	453	604	B	\$3.00	131	377	508	B
0500 - 0600	\$7.00	242	1,001	1,243	E	\$7.00	226	1,040	1,266	E	\$7.00	241	1,014	1,255	E	\$5.45	177	1,077	1,254	E	\$5.45	223	911	1,134	D
0600 - 0700	\$9.00	240	1,038	1,278	E	\$9.00	241	1,035	1,276	E	\$9.00	247	1,048	1,295	E	\$7.00	214	1,075	1,289	E	\$7.00	196	847	1,043	D
0700 - 0800	\$9.00	162	1,030	1,192	D	\$9.00	197	1,116	1,313	E	\$9.00	166	1,000	1,166	D	\$7.00	164	931	1,095	D	\$7.00	160	773	933	C
0800 - 0900	\$7.00	123	887	1,010	D	\$7.00	102	985	1,087	D	\$7.00	112	877	989	C	\$5.45	98	887	985	C	\$5.45	124	746	870	C
0900 - 1000	\$5.45	89	657	746	B	\$5.45	83	685	768	B	\$5.45	102	849	951	C	\$3.00	119	793	912	C	\$3.00	101	661	762	B

AM Time	Monday 01/31/22					Tuesday 02/01/22					Wednesday 02/02/22					Thursday 02/03/22					Friday 02/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	161	466	627	B																				
0500 - 0600	\$7.00	250	1,033	1,283	E																				
0600 - 0700	\$9.00	250	1,096	1,346	E																				
0700 - 0800	\$9.00	145	1,016	1,161	D																				
0800 - 0900	\$7.00	84	885	969	C																				
0900 - 1000	\$5.45	95	628	723	B																				

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## RCTC OPERATIONAL HIGHLIGHTS

### **On-Road Operations**

RCTC Freeway Service Patrol responded to 75 calls during the month of January. Of those calls, 52 were to assist disabled vehicles, 10 calls to remove debris, and 13 were in response to accidents that affected the Express Lanes.

### **91 Express Lanes BOS Development Update**

In February 2021, Cofiroute USA, LLC (CUSA) notified OCTA and the Riverside County Transportation Commission (RCTC) of a delay to the implementation of the new BOS for the 91 Express Lanes for both Orange and Riverside counties as a result of the COVID-19 pandemic. CUSA is the current operator of the 91 Express Lanes for both OCTA and RCTC (Agencies) and is the firm selected for the design, development, and implementation of the new BOS, as well as the customer service center operation.

To address the potential delay of transitioning to the new operating agreement, in October 2019, an amendment to the existing operating agreement was executed which allowed for six one-month extension periods, from July 1, 2021 through December 31, 2021. In anticipation the transition will not occur by December 31, in October 2021, both the OCTA and RCTC Board of Directors approved a subsequent amendment which allowed for three one-month extensions, commencing January 1, 2022 through March 31, 2022. In January, the Agencies provided notice to CUSA that the second extension period, commencing February 1, 2022 through February 28, 2022 will be exercised. The Agencies intend to exercise the one-month options until the transition to the new back-office system occurs, which is anticipated to begin March 4, 2022 with go-live on March 7, 2022.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual <sup>1</sup>	1/31/2022 Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 33,457,705.38	\$ 20,903,750.00	\$ 12,553,955.38	60.1
Fee Revenue	3,781,542.02	3,334,858.33	446,683.69	13.4
<b>Total operating revenues</b>	<b>37,239,247.40</b>	<b>24,238,608.33</b>	<b>13,000,639.07</b>	<b>53.6</b>
<b>Operating expenses:</b>				
Salaries and Benefits	294,647.86	497,466.67	202,818.81	40.8
Legal Services	40,092.07	121,741.67	81,649.60	67.1
Advisory Services	17,773.39	2,916.67	(14,856.72)	(509.4)
Audit and Accounting Fees	29,775.00	21,000.00	(8,775.00)	(41.8)
Service Fees	-	10,908.33	10,908.33	100.0
Other Professional Services	267,041.98	732,550.00	465,508.02	63.5
Lease Expense	140,679.65	186,141.67	45,462.02	24.4
Operations	897,393.26	2,110,383.33	1,212,990.07	57.5
Utilities	8,257.60	37,975.00	29,717.40	78.3
Supplies and Materials	9,757.17	19,541.67	9,784.50	50.1
Membership and Subscription Fees	14,373.00	17,500.00	3,127.00	17.9
Office Equipment & Furniture (Non-Capital)	-	46,666.67	46,666.67	100.0
Maintenance/Repairs	101,891.46	180,016.67	78,125.21	43.4
Training Seminars and Conferences	5,919.66	933.33	(4,986.33)	(534.2)
Transportation Expenses	257.90	1,458.33	1,200.43	82.3
Lodging	-	758.33	758.33	100.0
Meals	-	1,750.00	1,750.00	100.0
Other Staff Expenses	174.51	175.00	0.49	0.3
Advertising	-	125,416.67	125,416.67	100.0
Program Management	23,527.81	48,475.00	24,947.19	51.5
Program Operations	3,787,671.23	4,884,950.00	1,097,278.77	22.5
Litigation Settlement	687.06	-	(687.06)	N/A
Furniture & Equipment	-	43,750.00	43,750.00	100.0
Improvements	24,997.50	32,083.33	7,085.83	22.1
Bad Debt Expense	66,782.90	-	(66,782.90)	N/A
<b>Total operating expenses</b>	<b>5,731,701.01</b>	<b>9,124,558.33</b>	<b>3,392,857.32</b>	<b>37.2</b>
<b>Operating income (loss)</b>	<b>31,507,546.39</b>	<b>15,114,050.00</b>	<b>16,393,496.39</b>	<b>108.5</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(217,768.09)	87,208.33	(304,976.42)	349.7
Other Miscellaneous Revenue	39,066.36	-	39,066.36	N/A
Loss on Refunding	(6,733,662.41)	-	(6,733,662.41)	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(13,895,832.03)	(5,273,858.33)	(8,621,973.70)	163.5
<b>Total nonoperating revenues (expenses)</b>	<b>(20,808,196.17)</b>	<b>(5,186,650.00)</b>	<b>(15,621,546.17)</b>	<b>(301.2)</b>
Transfers In	-	-	-	N/A
Transfers Out	(165,622.29)	(626,908.33)	461,286.04	(73.6)
<b>Net income (loss)</b>	<b>\$ 10,533,727.93</b>	<b>\$ 9,300,491.67</b>	<b>\$ 1,233,236.26</b>	<b>13.3</b>

<sup>1</sup> Unaudited

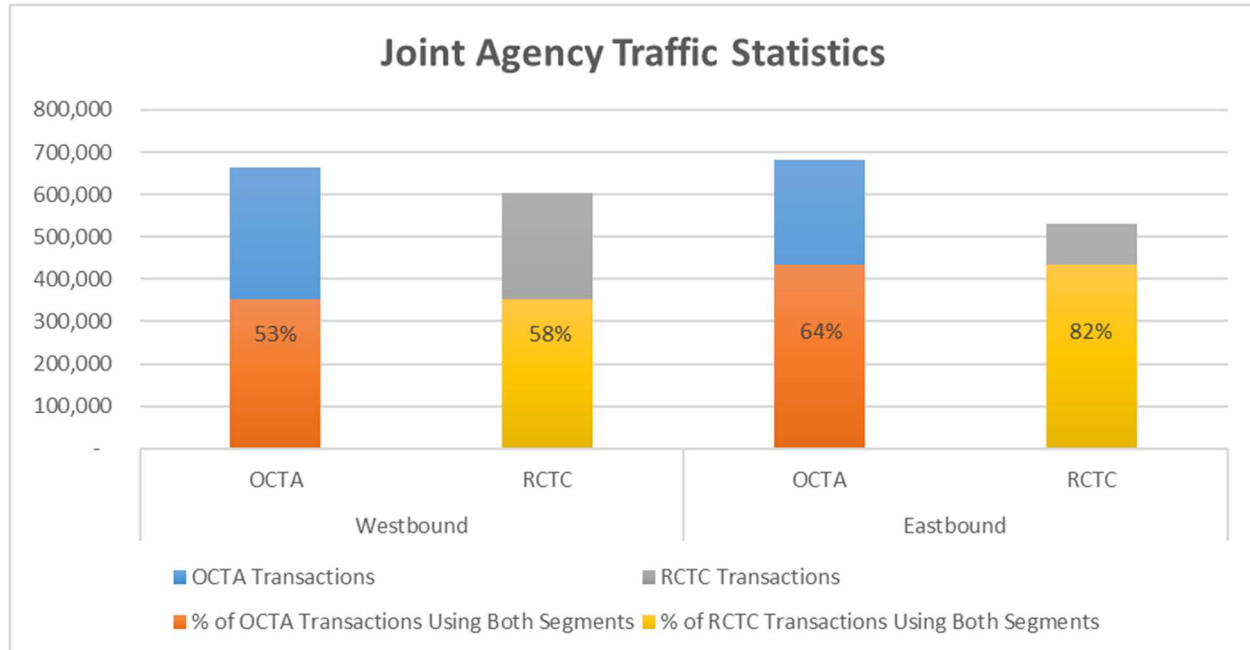
## JOINT AGENCY TRIP AND REVENUE STATISTICS

### MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING January 31, 2022

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
<b>Westbound</b>				
OCTA	664,568	351,554	53%	\$1,829,909
RCTC	604,651	351,554	58%	\$2,520,663
I-15	270,150	210,900	78%	\$1,003,974
McKinley	334,501	140,654	42%	\$1,516,689
<b>Eastbound</b>				
OCTA	682,867	435,293	64%	\$2,412,528
RCTC	529,480	435,293	82%	\$1,972,449
I-15	203,979	164,535	81%	\$533,025
McKinley	325,501	270,758	83%	\$1,439,424

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	Reporting Period	PERFORMANCE STANDARD	Jan-22 Performance
<b>CUSTOMER SERVICE</b>			
Call Wait Time	Monthly	Not to exceed 2 minutes	3:33
Abandon Rate	Monthly	No more than 4.0%	5.1%
Customer Satisfaction	Monthly	At least 75 outbound calls	75
<b>VIOLATION PROCESSING</b>			
Response Time	Monthly	Within 2 business days of receipt	1.5
CUSA Violation Collection Rate	Quarterly	70% or more	
CUSA Violation Collection Rate	Annually	74% or more	
<b>TRAFFIC OPERATIONS</b>			
Initial & Secondary Review s	Monthly	Equal to or less than 15 days	1.1
* Plate Misread Errors	Monthly	Equal to or less than 0.4%	0.02%
<b>ACCOUNTING</b>			
OCTA Exceptions	Monthly	No more than 3	0
RCTC Exceptions	Monthly	No more than 3	0
<b>INFORMATION TECHNOLOGY</b>			
Back-office System Uptime	Monthly	99% Availability	100%
Network Uptime	Monthly	99% Availability	100%

CUSA = Cofiroute USA; CAS = OCTA Customer Assistance Specialists

\* Plate Misread Error performance is current after a 60-day hold-back period; therefore, percentage reported here is for two months prior to the month of this report.

## JOINT AGENCY TRANSPONDER DISTRIBUTION

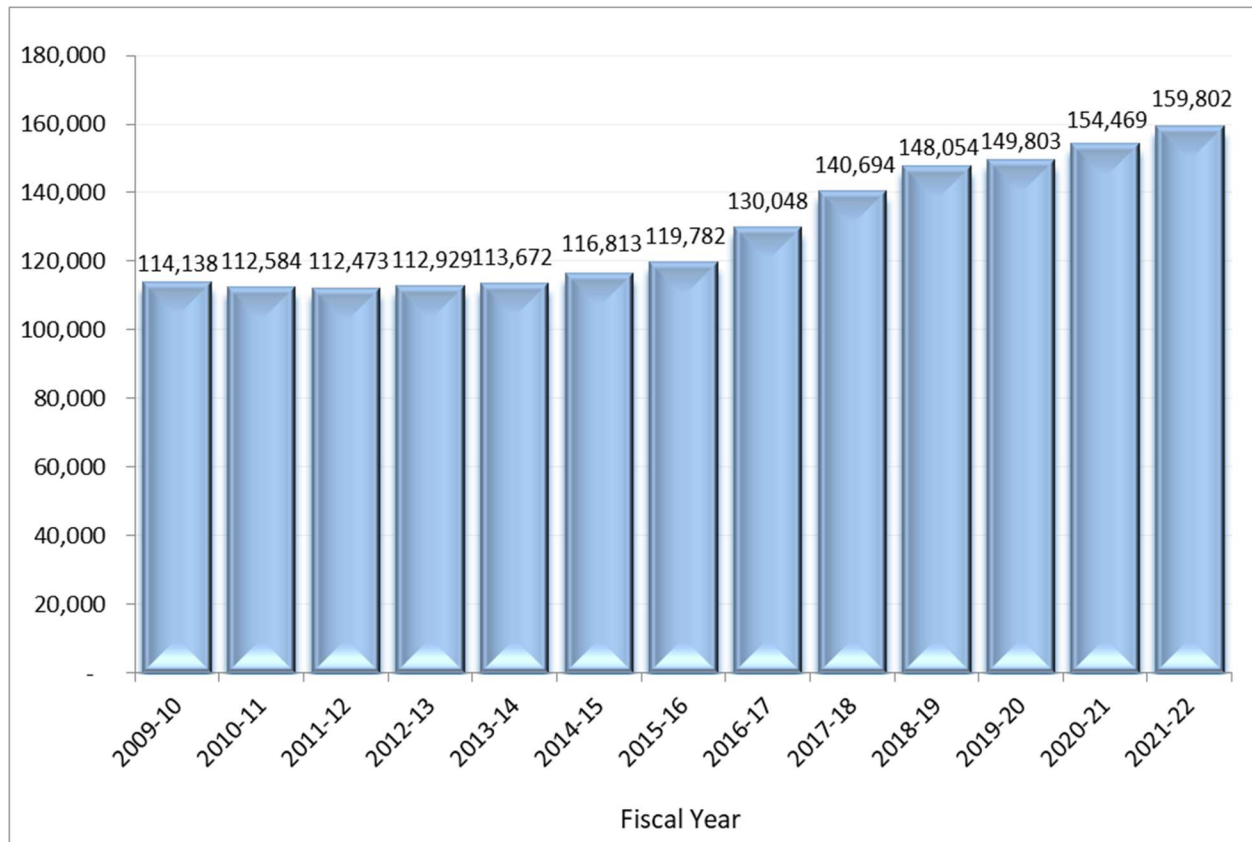
T21 TRANSPONDER DISTRIBUTION	January-22		December-21		FY 2021-22	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	0		0	0.0%	0	
Additional Tags to Existing Accounts	0		1	100.0%	0	
Replacement Transponders	0		0	0.0%	0	
Total Issued	0		1		0	
Returned						
Account Closures	1	2.4%			5	0.6%
Accounts Downsizing	40	97.6%	17	100.0%	546	67.5%
Defective Transponders					258	31.9%
Total Returned	41		17		808	

6C TRANSPONDER DISTRIBUTION		January-22		December-21		FY 2021-22	
		Tags	% of Total	Tags	% of Total	Average To-Date	
Issued							
To New Accounts	1,336	22.4%	1,623	25.6%	7,051	66.6%	
Additional Tags to Existing Accounts	4,620	77.6%	4,709	74.3%	3,521	33.3%	
Replacement Transponders	0	0.0%	3	0.0%	11	0.1%	
Total Issued	5,956		6,335		10,583		
Returned							
Account Closures							
Accounts Down sizing							
Defective Transponders							
Total Returned							

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At the end of January 2022, the 91 Express Lanes had 159,802 active customer accounts and 624,458 transponders classified as assigned.

**Number of Accounts by FY**  
**As of January 31, 2022**



**Incoming Email Activity**

During January, the Anaheim Processing Center received 2,848 emails.





**Orange County Transportation Authority  
Riverside County Transportation Commission**



Status Report  
February 2022

As of February 28, 2022



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# OPERATIONS OVERVIEW OCTA

## TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes for February 2022 was 1,534,189. This represents a daily average of 54,792 vehicles. This is a 30.7 percent increase in total traffic volume from the same period last year, which totaled 1,173,619 and was the twelfth month of the State of California's stay-at-home orders due to the coronavirus (COVID-19) pandemic. Potential toll revenue for February was \$4,747,342, which represents an increase of 24.2 percent from the prior year's total of \$3,823,128. Carpool percentage for February was 23 percent as compared to the previous year's rate of 20.8 percent. As compared to February 2020, traffic volume increased by 8 percent and revenue increased by 8.4 percent.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 Express Lanes and associated potential revenue for the month of February 2022.

### Current Month-to-Date (MTD) as of February 28, 2022

	Feb-22 MTD Actual	Feb-21 MTD Actual	Yr 22-to-Yr 21 % Variance	Feb-20 MTD Actual	Yr 22-to-Yr 20 % Variance
<b>Trips</b>					
Full Toll Lanes	1,181,126	929,880	27.0%	1,077,494	9.6%
3+ Lanes	353,063	243,739	44.9%	343,333	2.8%
Total Gross Trips	1,534,189	1,173,619	30.7%	1,420,827	8.0%
<b>Revenue</b>					
Full Toll Lanes	\$4,693,058	\$3,779,100	24.2%	\$4,316,423	8.7%
3+ Lanes	\$54,283	\$44,028	23.3%	\$61,655	(12.0%)
Total Gross Revenue	\$4,747,342	\$3,823,128	24.2%	\$4,378,079	8.4%
<b>Average Revenue per Trip</b>					
Average Full Toll Lanes	\$3.97	\$4.06	(2.2%)	\$4.01	(1.0%)
Average 3+ Lanes	\$0.15	\$0.18	(16.7%)	\$0.18	(16.7%)
Average Gross Revenue	\$3.09	\$3.26	(5.2%)	\$3.08	0.3%

The 2022 fiscal year-to-date traffic volume increased by 42.6 percent and potential toll revenue increased by 35.3 percent, when compared with the same period last year. Year-to-date average revenue per trip is \$3.09.

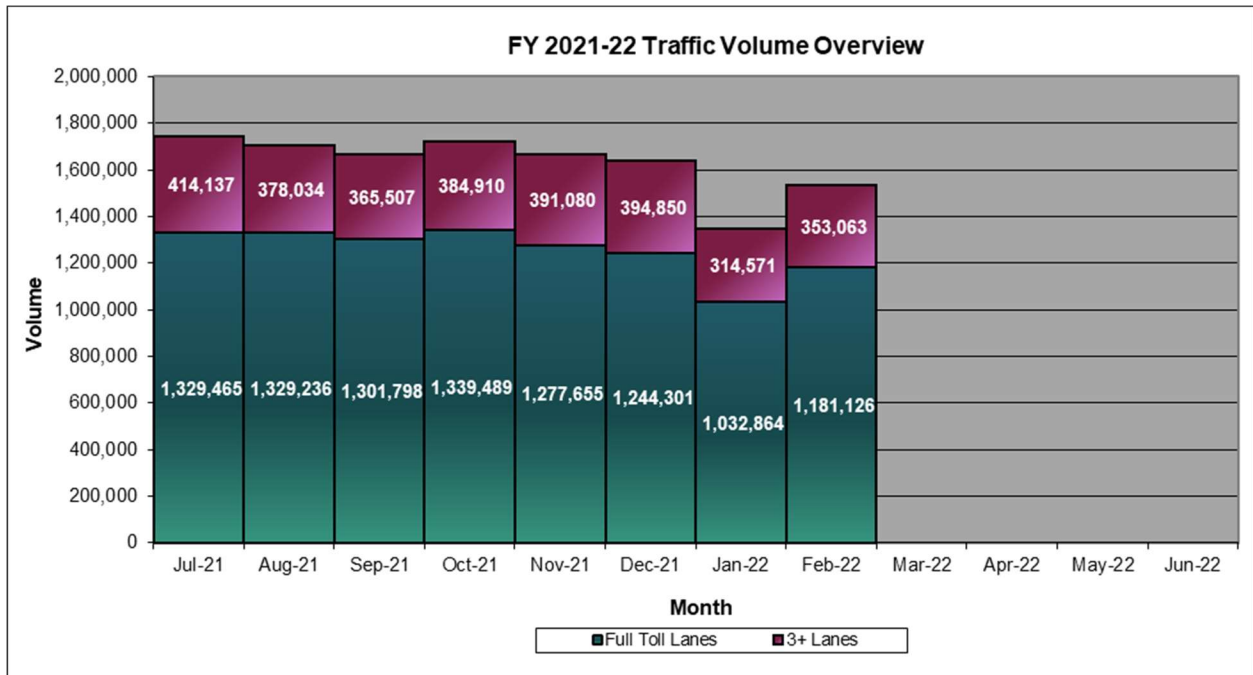
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the months of July 2021 through February 2022.

**Fiscal Year (FY) 2021-22 Year-to-Date (YTD) as of February 28, 2022**

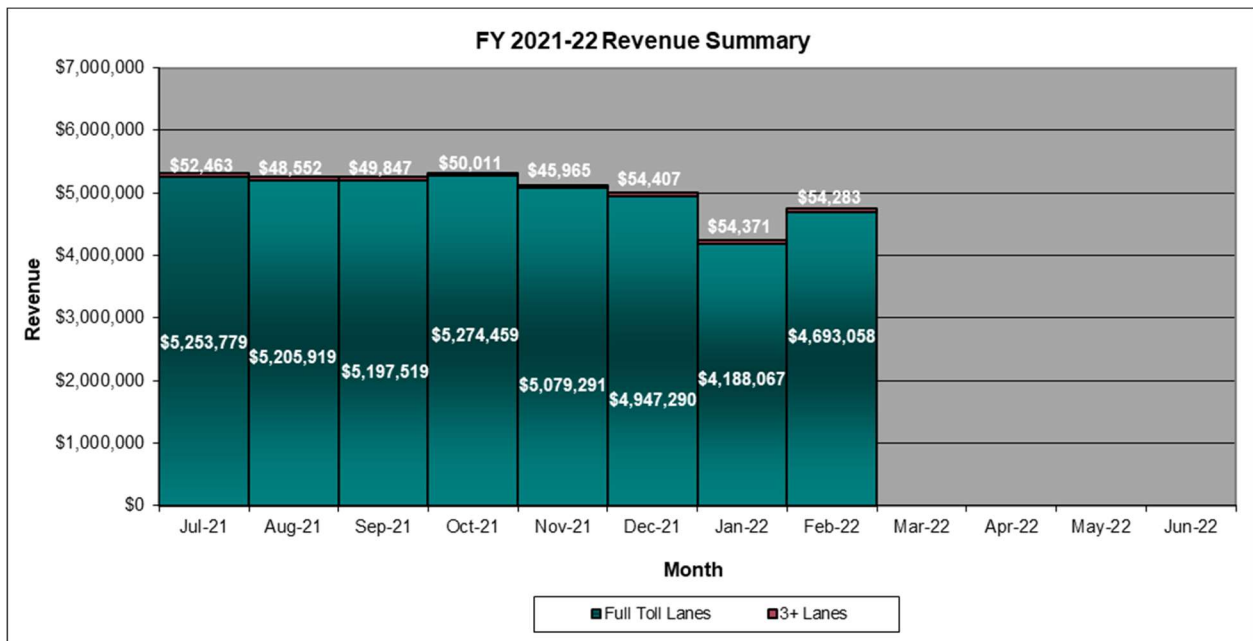
	<b>FY 2021-22 YTD Actual</b>	<b>FY 20-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
<b>Trips</b>			
Full Toll Lanes	10,035,934	7,154,665	40.3%
3+ Lanes	2,996,152	1,982,329	51.1%
Total Gross Trips	13,032,086	9,136,994	42.6%
<b>Revenue</b>			
Full Toll Lanes	\$39,839,382	\$29,360,497	35.7%
3+ Lanes	\$409,899	\$387,639	5.7%
Total Gross Revenue	\$40,249,280	\$29,748,135	35.3%
<b>Average Revenue per Trip</b>			
Average Full Toll Lanes	\$3.97	\$4.10	(3.2%)
Average 3+ Lanes	\$0.14	\$0.20	(30.0%)
Average Gross Revenue	\$3.09	\$3.26	(5.2%)

## OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2021-22 on a monthly basis.



## OCTA EASTBOUND PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound direction reached or exceeded 90 percent of defined capacity ten times during the month of February 2022. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 90 percent of defined capacity.

PM Time	Monday 01/31/22				Tuesday 02/01/22				Wednesday 02/02/22				Thursday 02/03/22				Friday 02/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500					\$5.30	410	2,581	76%	\$5.30	354	2,704	80%	\$7.70	446	2,904	85%	\$8.35	514	2,936	86%
1500 - 1600					<b>\$4.75</b>	<b>556</b>	<b>3,342</b>	<b>98%</b>	\$7.45	541	2,957	87%	<b>\$7.45</b>	<b>532</b>	<b>3,072</b>	<b>90%</b>	\$7.90	507	2,748	81%
1600 - 1700					\$5.25	422	2,769	81%	\$6.50	383	2,843	84%	\$7.00	349	2,818	83%	\$6.95	448	2,645	78%
1700 - 1800					\$4.90	505	2,894	85%	\$5.40	431	2,831	83%	\$6.70	465	2,936	86%	\$6.75	487	2,906	85%
1800 - 1900					\$4.05	676	2,858	84%	\$4.05	596	2,847	84%	\$4.50	692	2,926	86%	\$6.75	722	2,847	84%
1900 - 2000					\$3.95	402	1,548	46%	\$3.95	512	1,948	57%	\$5.75	470	1,900	56%	\$6.25	604	2,125	63%

PM Time	Monday 02/07/22				Tuesday 02/08/22				Wednesday 02/09/22				Thursday 02/10/22				Friday 02/11/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	392	2,681	79%	\$5.30	390	2,541	75%	\$5.30	938	1,651	49%	\$7.70	417	2,847	84%	\$8.35	477	2,855	84%
1500 - 1600	\$5.65	508	2,928	86%	<b>\$4.75</b>	<b>518</b>	<b>3,264</b>	<b>96%</b>	\$7.45	584	2,962	87%	<b>\$7.45</b>	<b>574</b>	<b>3,105</b>	<b>91%</b>	\$7.90	534	2,797	82%
1600 - 1700	\$5.10	424	2,842	84%	\$5.25	397	2,700	79%	\$6.50	386	2,793	82%	\$7.00	338	2,575	76%	\$6.95	414	2,648	78%
1700 - 1800	\$4.95	426	2,923	86%	\$4.90	480	2,932	86%	\$5.40	466	2,819	83%	\$6.70	458	2,940	86%	\$6.75	475	2,682	79%
1800 - 1900	\$5.65	654	2,891	85%	\$4.05	595	2,902	85%	\$4.05	603	2,804	82%	\$4.50	667	3,038	89%	\$6.75	654	2,874	85%
1900 - 2000	\$3.95	435	1,654	49%	\$3.95	496	2,050	60%	\$3.95	587	2,469	73%	\$5.75	615	2,573	76%	\$6.25	599	2,345	69%

PM Time	Monday 02/14/22				Tuesday 02/15/22				Wednesday 02/16/22				Thursday 02/17/22				Friday 02/18/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	456	2,760	81%	\$5.30	381	2,638	78%	<b>\$5.30</b>	<b>409</b>	<b>3,119</b>	<b>92%</b>	\$7.70	448	2,951	87%	\$8.35	542	2,858	84%
1500 - 1600	\$5.65	513	2,941	87%	<b>\$4.75</b>	<b>505</b>	<b>3,468</b>	<b>102%</b>	\$7.45	540	2,921	86%	\$7.45	531	2,970	87%	\$7.90	609	2,909	86%
1600 - 1700	\$5.10	406	2,775	82%	\$5.25	389	2,612	77%	\$6.50	383	2,809	83%	\$7.00	276	1,873	55%	\$6.95	493	2,735	80%
1700 - 1800	\$4.95	469	2,769	81%	\$4.90	412	2,720	80%	\$5.40	445	2,904	85%	\$6.70	268	1,304	38%	\$6.75	491	2,654	78%
1800 - 1900	\$5.65	655	2,649	78%	\$4.05	623	2,672	79%	\$4.05	630	2,982	88%	\$4.50	608	2,972	87%	\$6.75	698	2,711	80%
1900 - 2000	\$3.95	593	2,021	59%	\$3.95	553	2,299	68%	\$3.95	572	2,414	71%	\$5.75	736	2,839	84%	\$6.25	765	2,502	74%

PM Time	Monday 02/21/22				Tuesday 02/22/22				Wednesday 02/23/22				Thursday 02/24/22				Friday 02/25/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	577	2,634	77%	\$5.30	391	2,588	76%	<b>\$5.30</b>	<b>415</b>	<b>3,073</b>	<b>90%</b>	\$7.70	406	2,903	85%	\$8.35	424	2,857	84%
1500 - 1600	\$5.65	647	2,912	86%	<b>\$4.75</b>	<b>525</b>	<b>3,202</b>	<b>94%</b>	\$7.45	526	3,005	88%	\$7.45	455	2,953	87%	<b>\$7.90</b>	<b>568</b>	<b>3,089</b>	<b>91%</b>
1600 - 1700	\$5.10	442	2,476	73%	\$5.25	365	2,600	76%	\$6.50	393	3,020	89%	\$7.00	437	3,032	89%	\$6.95	505	2,744	81%
1700 - 1800	\$4.95	513	2,272	67%	\$4.90	313	2,573	76%	\$5.40	469	2,911	86%	\$6.70	442	2,741	81%	\$6.75	529	2,705	80%
1800 - 1900	\$5.65	561	1,797	53%	\$4.05	574	2,678	79%	\$4.05	649	2,920	86%	\$4.50	587	2,813	83%	\$6.75	683	2,721	80%
1900 - 2000	\$3.95	503	1,404	41%	\$3.95	620	2,594	76%	\$3.95	486	2,039	60%	\$5.75	613	2,783	82%	\$6.25	678	2,569	76%

PM Time	Monday 02/28/22				Tuesday 03/01/22				Wednesday 03/02/22				Thursday 03/03/22				Friday 03/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	383	2,729	80%																
1500 - 1600	\$5.65	450	2,795	82%																
1600 - 1700	\$5.10	428	2,750	81%																
1700 - 1800	\$4.95	414	2,825	83%																
1800 - 1900	\$5.65	640	2,953	87%																
1900 - 2000	\$3.95	574	2,164	64%																

## OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 01/31/22				Tuesday 02/01/22				Wednesday 02/02/22				Thursday 02/03/22				Friday 02/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500					\$3.15	429	1,315	39%	\$3.15	466	1,534	45%	\$3.15	412	1,313	39%	\$3.15	350	1,113	33%
0500 - 0600					\$5.10	702	2,604	77%	\$5.10	769	3,060	90%	\$5.10	703	2,631	77%	\$4.85	596	2,354	69%
0600 - 0700					\$5.30	583	2,705	80%	\$5.30	596	2,718	80%	\$5.30	582	2,693	79%	\$5.10	555	2,478	73%
0700 - 0800					\$5.80	520	2,505	74%	\$5.80	550	2,616	77%	\$5.80	533	2,442	72%	\$5.65	466	2,189	64%
0800 - 0900					\$5.30	236	2,129	63%	\$5.30	264	2,112	62%	\$5.30	239	2,132	63%	\$5.10	249	1,917	56%
0900 - 1000					\$4.20	229	1,699	50%	\$4.20	245	1,957	58%	\$4.20	258	1,882	55%	\$4.20	268	1,893	56%

AM Time	Monday 02/07/22				Tuesday 02/08/22				Wednesday 02/09/22				Thursday 02/10/22				Friday 02/11/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	443	1,407	41%	\$3.15	482	1,454	43%	\$3.15	451	1,372	40%	\$3.15	415	1,339	39%	\$3.15	351	1,148	34%
0500 - 0600	\$5.10	728	2,698	79%	\$5.10	740	2,674	79%	\$5.10	714	2,722	80%	\$5.10	705	2,709	80%	\$4.85	536	2,161	64%
0600 - 0700	\$5.30	555	2,639	78%	\$5.30	603	2,867	84%	\$5.30	615	2,841	84%	\$5.30	592	2,888	85%	\$5.10	502	2,482	73%
0700 - 0800	\$5.80	558	2,791	82%	\$5.80	530	2,585	76%	\$5.80	547	2,798	82%	\$5.80	558	2,676	79%	\$5.65	455	2,176	64%
0800 - 0900	\$5.30	330	2,391	70%	\$5.30	288	2,523	74%	\$5.30	267	2,303	68%	\$5.30	330	2,533	75%	\$5.10	280	2,076	61%
0900 - 1000	\$4.20	308	2,352	69%	\$4.20	249	2,122	62%	\$4.20	307	2,215	65%	\$4.20	313	2,376	70%	\$4.20	290	1,816	53%

AM Time	Monday 02/14/22				Tuesday 02/15/22				Wednesday 02/16/22				Thursday 02/17/22				Friday 02/18/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	375	1,192	35%	\$3.15	394	1,331	39%	\$3.15	441	1,319	39%	\$3.15	434	1,302	38%	\$3.15	352	1,122	33%
0500 - 0600	\$5.10	652	2,569	76%	\$5.10	691	2,710	80%	\$5.10	718	2,614	77%	\$5.10	698	2,635	78%	\$4.85	586	2,265	67%
0600 - 0700	\$5.30	487	2,491	73%	\$5.30	573	2,852	84%	\$5.30	588	2,818	83%	\$5.30	580	2,767	81%	\$5.10	518	2,481	73%
0700 - 0800	\$5.80	471	2,437	72%	\$5.80	563	2,694	79%	\$5.80	535	2,709	80%	\$5.80	530	2,601	77%	\$5.65	476	2,133	63%
0800 - 0900	\$5.30	313	1,997	59%	\$5.30	280	2,470	73%	\$5.30	302	2,254	66%	\$5.30	304	2,264	67%	\$5.10	311	2,095	62%
0900 - 1000	\$4.20	360	2,239	66%	\$4.20	322	2,393	70%	\$4.20	323	2,186	64%	\$4.20	299	2,266	67%	\$4.20	457	2,102	62%

AM Time	Monday 02/21/22				Tuesday 02/22/22				Wednesday 02/23/22				Thursday 02/24/22				Friday 02/25/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	298	887	26%	\$3.15	442	1,355	40%	\$3.15	440	1,371	40%	\$3.15	392	1,118	33%	\$3.15	344	986	29%
0500 - 0600	\$5.10	439	1,715	50%	\$5.10	692	2,668	78%	\$5.10	708	2,706	80%	\$5.10	657	2,491	73%	\$4.85	565	2,204	65%
0600 - 0700	\$5.30	280	1,631	48%	\$5.30	630	2,975	88%	\$5.30	607	2,902	85%	\$5.30	604	2,850	84%	\$5.10	502	2,327	68%
0700 - 0800	\$5.80	321	1,748	51%	\$5.80	591	2,900	85%	\$5.80	533	2,829	83%	\$5.80	590	2,798	82%	\$5.65	572	2,662	78%
0800 - 0900	\$5.30	372	1,871	55%	\$5.30	307	2,561	75%	\$5.30	239	2,283	67%	\$5.30	281	2,365	70%	\$5.10	309	2,387	70%
0900 - 1000	\$4.20	503	2,025	60%	\$4.20	329	2,558	75%	\$4.20	314	2,197	65%	\$4.20	298	2,346	69%	\$4.20	313	2,151	63%

AM Time	Monday 02/28/22				Tuesday 03/01/22				Wednesday 03/02/22				Thursday 03/03/22				Friday 03/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	372	1,116	33%																
0500 - 0600	\$5.10	646	2,568	76%																
0600 - 0700	\$5.30	608	2,956	87%																
0700 - 0800	\$5.80	572	2,790	82%																
0800 - 0900	\$5.30	350	2,492	73%																
0900 - 1000	\$4.20	315	2,225	65%																

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## OCTA OPERATIONAL HIGHLIGHTS

### **91 Express Lanes Back-Office System (BOS) Development Update**

In February 2021, Cofiroute USA, LLC (CUSA) notified OCTA and the Riverside County Transportation Commission (RCTC) of a delay to the implementation of the new BOS for the 91 Express Lanes for both Orange and Riverside counties as a result of the COVID-19 pandemic. CUSA is the current operator of the 91 Express Lanes for both OCTA and RCTC (Agencies) and is the firm selected for the design, development, and implementation of the new BOS, as well as the customer service center operation.

To address the potential delay of transitioning to the new operating agreement, in October 2019, an amendment to the existing operating agreement was executed which allowed for six one-month extension periods, from July 1, 2021 through December 31, 2021. In anticipation the transition will not occur by December 31, in October 2021, both the OCTA and RCTC Board of Directors approved a subsequent amendment which allowed for three one-month extensions, commencing January 1, 2022 through March 31, 2022. In February, the Agencies provided notice to CUSA that the last extension period will be exercised. The Agencies intend to exercise the one-month options until the transition to the new back-office system occurs, which is anticipated to begin March 4, 2022 with go-live on March 7, 2022.

### **91 Express Lanes Toll Entrance Gantries Infrastructure Project Update**

OCTA entered into an agreement with the California Department of Transportation (Caltrans) to provide construction and construction management services for the 91 Express Lanes Toll Entrance Gantries Infrastructure Project. This project entails constructing new toll gantries infrastructure at the three entrances (Northbound 55, Eastbound 91 and Westbound 91) of the OCTA 91 Express Lanes. Caltrans advertised and awarded the project in March 2021 and May 2021, respectively. In June, the contract was executed and the project kickoff meeting was held in July. Pre-construction activities began in August and was followed with construction activities which commenced in September. In December, staff was notified of a drainage conflict with where the new Westbound 91 gantry was to be installed. Staff is working with the Plans, Specifications, and Estimates consultant and Caltrans to address the issue. The project is anticipated to be completed in Summer 2022. During the construction period, overnight closures and possibly, a few full weekend closures, will occur. Upon completion of the infrastructure project, Kapsch TrafficCom USA, Inc., the toll lanes system integrator for the 91 Express Lanes, will install new Electronic Toll and Traffic Management system equipment onto the new gantries.



# FINANCIAL HIGHLIGHTS OCTA

## 91 Express Lanes Operating Statement

Description	YTD as of : <b>2/28/2022</b>		YTD Variance	
	Actual <sup>(1)</sup>	Budget <sup>(1)</sup>	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 36,414,832.16	\$ 27,289,244.00	\$ 9,125,588.16	33.4
Fee Revenue	3,984,150.11	2,138,386.00	1,845,764.11	86.3
<b>Total operating revenues</b>	<b>40,398,982.27</b>	<b>29,427,630.00</b>	<b>10,971,352.27</b>	<b>37.3</b>
<b>Operating expenses:</b>				
Contracted Services	3,944,091.10	5,114,624.00	1,170,532.90	22.9
Administrative Fee	1,802,632.00	2,081,168.00	278,536.00	13.4
Other Professional Services	346,524.39	2,279,444.00	1,932,919.61	84.8
Credit Card Processing Fees	955,985.71	752,290.00	(203,695.71)	(27.1)
Toll Road Account Servicing	335,106.04	659,700.00	324,593.96	49.2
Other Insurance Expense	306,887.67	166,600.00	(140,287.67)	(84.2)
Toll Road Maintenance Supply Repairs	816,262.11	1,653,280.00	837,017.89	50.6
Patrol Services	744,954.63	733,040.00	(11,914.63)	(1.6)
Building Equipment Repairs and Maint	306,895.26	473,442.00	166,546.74	35.2
6C Transponders	-	37,500.00	37,500.00	100.0
Other Services <sup>(5)</sup>	(778,625.00)	506,000.00	1,284,625.00	253.9
Utilities	44,249.42	38,328.00	(5,921.42)	(15.4)
Office Expense	567.64	266,062.00	265,494.36	99.8
Bad Debt Expense	86,686.74	-	(86,686.74)	N/A
Miscellaneous <sup>(2)</sup>	20,776.47	96,856.00	76,079.53	78.5
Leases	247,861.97	329,872.00	82,010.03	24.9
<b>Total operating expenses</b>	<b>9,180,856.15</b>	<b>15,188,206.00</b>	<b>6,007,349.85</b>	<b>39.6</b>
Depreciation and Amortization <sup>(3)</sup>	2,155,140.26	-	(2,155,140.26)	N/A
<b>Operating income (loss)</b>	<b>29,062,985.86</b>	<b>14,239,424.00</b>	<b>14,823,561.86</b>	<b>104.1</b>
<b>Nonoperating revenues (expenses):</b>				
Reimbursement from Other Agencies	133,097.54	-	133,097.54	N/A
Interest Income	1,689,022.90	1,146,824.00	542,198.90	47.3
Interest Expense	(2,643,987.30)	(4,045,825.00)	1,401,837.70	34.6
Other	7,291.20	-	7,291.20	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(814,575.66)</b>	<b>(2,899,001.00)</b>	<b>2,084,425.34</b>	<b>71.9</b>
Transfers In	-	-	-	N/A
Transfers Out <sup>(4)</sup>	(5,384,071.29)	(4,638,966.00)	(745,105.29)	(16.1)
<b>Net income (loss)</b>	<b>\$ 22,864,338.91</b>	<b>\$ 6,701,457.00</b>	<b>\$ 16,162,881.91</b>	<b>241.2</b>

<sup>1</sup>Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

<sup>2</sup>Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

<sup>3</sup>Depreciation and amortization are not budgeted items.

<sup>4</sup>Transfers Out: For M2 Project I and Project J expense reimbursements.

<sup>5</sup>Litigation settlement was accrued, the negative will be offset once the litigation payment is issued.

## Capital Asset Activity

During the eight months ending February 28, 2022, capital asset activities included payment of \$663,993 attributing to the Electronic Toll and Traffic Management system project and \$441,449 to the back-office system project.



# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 Express Lanes for February 2022 was 1,293,585. This represents a daily average of 46,199 vehicles. This is a 30.6 percent increase in total traffic volume from the same period last year, which totaled 990,668 and was the twelfth month of the State of California's stay-at-home orders due to the coronavirus (COVID-19) pandemic. Potential toll revenue for February was \$5,015,454, which represents an increase of 48.4 percent from the prior year's total of \$3,380,063. Carpool percentage for February was 21.7 percent as compared to the previous year's rate of 20.1 percent. As compared to February 2020, traffic volume increased by 4.2 percent and revenue decreased by 10.6 percent.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 Express Lanes and associated potential revenue for the month of February 2022.

### Current Month-to-Date as of February 28, 2022

Trips	FEB-22 MTD Actual	Stantec MTD Projected	# Variance	% Variance	FEB-21 MTD Actual	Yr-to-Yr % Variance	FEB-20 MTD Actual	Yr 22-to-Yr 20 % Variance
Full Toll Lanes	1,013,448	858,086	155,362	18.1%	791,824	28.0%	960,256	5.5%
3+ Lanes	280,137	292,629	(12,492)	(4.3%)	198,844	40.9%	281,637	(0.5%)
Total Gross Trips	1,293,585	1,150,715	142,870	12.4%	990,668	30.6%	1,241,893	4.2%
<b>Revenue</b>								
Full Toll Lanes	\$4,976,891	\$3,800,471	\$1,176,420	31.0%	\$3,343,629	48.8%	\$5,579,936	(10.8%)
3+ Lanes	\$38,563	\$0	\$38,563		\$36,434	5.8%	\$30,461	26.6%
Total Gross Revenue	\$5,015,454	\$3,800,471	\$1,214,983	32.0%	\$3,380,063	48.4%	\$5,610,397	(10.6%)
<b>Average Revenue per Trip</b>								
Average Full Toll Lanes	\$4.91	\$4.43	\$0.48	10.8%	\$4.22	16.4%	\$5.81	(15.5%)
Average 3+ Lanes	\$0.14	\$0.00	\$0.14		\$0.18	(22.2%)	\$0.11	27.3%
Average Gross Revenue	\$3.88	\$3.30	\$0.58	17.6%	\$3.41	13.8%	\$4.52	(14.2%)

The 2022 fiscal year-to-date traffic volume increased by 44 percent and potential toll revenue increased by 57.8 percent, when compared with the same period last year. Year-to-date average revenue per-trip is \$3.73.

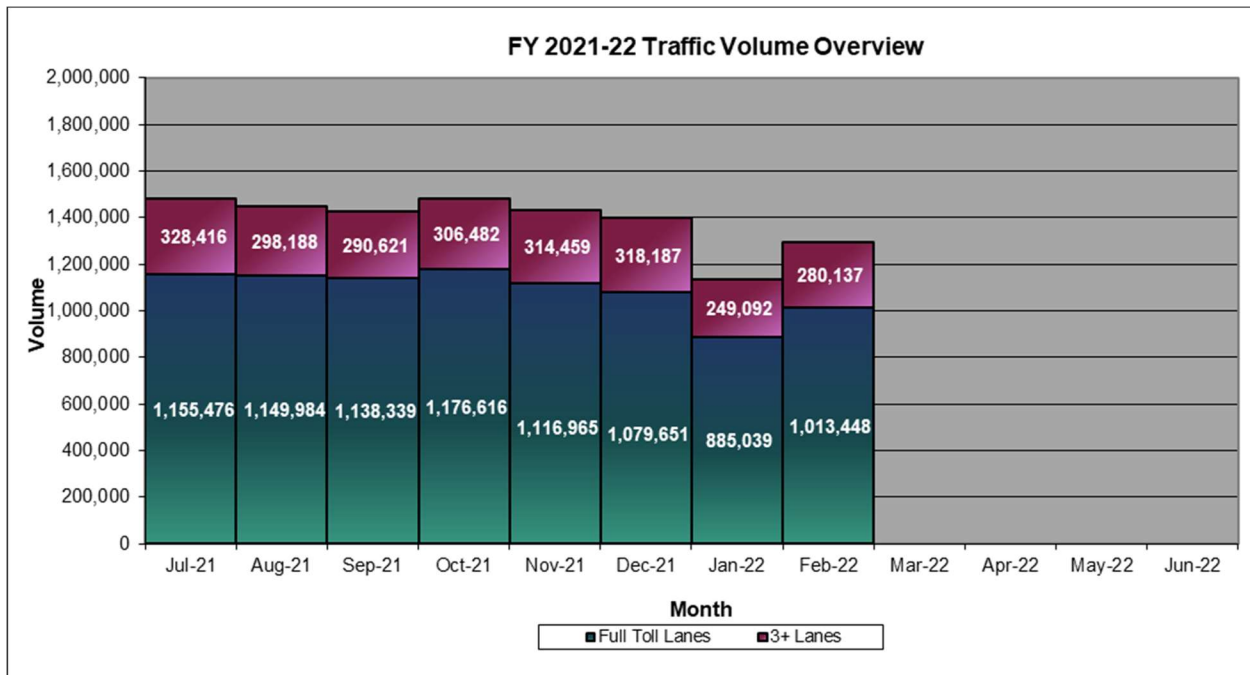
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the months of July 2021 through February 2022.

#### FY 2021-22 Year-to-Date as of February 28, 2022

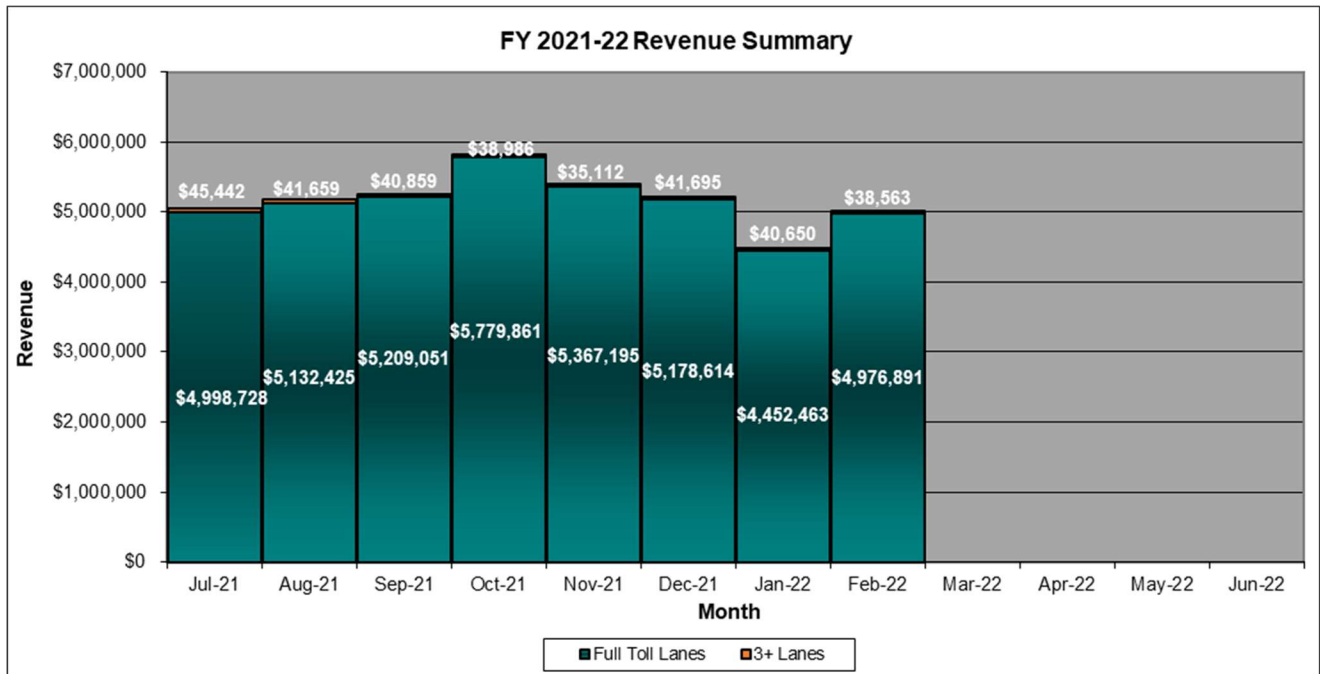
Trips	FY 2021-22 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2020-21 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	8,715,531	7,390,843	1,324,688	17.9%	6,117,074	42.5%
3+ Lanes	2,385,586	2,603,829	(218,243)	(8.4%)	1,591,313	49.9%
Total Gross Trips	11,101,117	9,994,672	1,106,445	11.1%	7,708,387	44.0%
<b>Revenue</b>						
Full Toll Lanes	\$41,095,268	\$32,143,986	\$8,951,282	27.8%	\$25,970,762	58.2%
3+ Lanes	\$322,966	\$0	\$322,966		\$280,928	15.0%
Total Gross Revenue	\$41,418,234	\$32,143,986	\$9,274,248	28.9%	\$26,251,690	57.8%
<b>Average Revenue per Trip</b>						
Average Full Toll Lanes	\$4.72	\$4.35	\$0.37	8.5%	\$4.25	11.1%
Average 3+ Lanes	\$0.14	\$0.00	\$0.14		\$0.18	(22.2%)
Average Gross Revenue	\$3.73	\$3.22	\$0.51	15.8%	\$3.41	9.4%

## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



## RCTC PEAK-HOUR VOLUMES

In February, several toll rates were adjusted. RCTC evaluates traffic volumes for peak period hours and adjusts rates according to the toll rate policy.

## RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 01/31/22					Tuesday 02/01/22					Wednesday 02/02/22					Thursday 02/03/22					Friday 02/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500						\$7.05	188	858	1,046	D	\$9.15	175	907	1,082	D	\$12.25	224	1,045	1,269	E	\$26.80	259	1,020	1,279	E
1500 - 1600						\$10.50	235	921	1,156	D	\$13.55	228	951	1,179	D	\$16.60	257	944	1,201	E	\$26.50	254	950	1,204	E
1600 - 1700						\$5.45	201	937	1,138	D	\$7.05	184	956	1,140	D	\$8.45	189	956	1,145	D	\$15.60	257	872	1,129	D
1700 - 1800						\$5.45	218	885	1,103	D	\$5.45	189	888	1,077	D	\$5.45	183	913	1,096	D	\$7.40	239	1,001	1,240	E
1800 - 1900						\$5.45	298	832	1,130	D	\$5.45	236	867	1,103	D	\$5.45	298	859	1,157	D	\$5.45	305	869	1,174	D
1900 - 2000						\$4.25	213	580	793	B	\$4.25	224	655	879	C	\$5.45	217	649	866	C	\$4.25	306	969	1,275	E

PM Time	Monday 02/07/22					Tuesday 02/08/22					Wednesday 02/09/22					Thursday 02/10/22					Friday 02/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	192	948	1,140	D	\$7.05	203	929	1,132	D	\$9.15	119	578	697	B	\$12.25	189	1,062	1,251	E	\$26.80	248	969	1,217	E
1500 - 1600	\$7.75	233	941	1,174	D	\$9.80	231	891	1,122	D	\$12.85	273	1013	1,286	E	\$16.60	256	883	1,139	D	\$26.50	259	905	1,164	D
1600 - 1700	\$5.45	186	882	1,068	D	\$5.45	212	919	1,131	D	\$5.45	199	1000	1,199	D	\$7.75	200	915	1,115	D	\$15.60	245	981	1,226	E
1700 - 1800	\$5.45	197	882	1,079	D	\$5.45	193	944	1,137	D	\$5.45	208	947	1,155	D	\$5.45	226	910	1,136	D	\$7.05	228	967	1,195	D
1800 - 1900	\$5.45	253	853	1,106	D	\$5.45	254	802	1,056	D	\$5.45	242	828	1,070	D	\$5.45	267	882	1,149	D	\$5.45	242	908	1,150	D
1900 - 2000	\$2.30	206	604	810	C	\$4.25	221	661	882	C	\$4.25	272	829	1,101	D	\$5.45	285	924	1,209	E	\$4.25	323	844	1,167	D

PM Time	Monday 02/14/22					Tuesday 02/15/22					Wednesday 02/16/22					Thursday 02/17/22					Friday 02/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	237	1,103	1,340	F	\$7.05	154	952	1,106	D	\$9.15	200	1,027	1,227	E	\$12.25	203	1,073	1,276	E	\$26.80	337	916	1,253	E
1500 - 1600	\$7.75	207	911	1,118	D	\$9.80	234	876	1,110	D	\$12.85	207	958	1,165	D	\$16.60	280	906	1,186	D	\$26.50	371	886	1,257	E
1600 - 1700	\$5.45	210	940	1,150	D	\$5.45	198	920	1,118	D	\$5.45	197	948	1,145	D	\$7.75	171	772	943	C	\$15.60	340	906	1,246	E
1700 - 1800	\$5.45	172	905	1,077	D	\$5.45	187	830	1,017	D	\$5.45	213	989	1,202	E	\$5.45	167	710	877	C	\$7.05	367	916	1,283	E
1800 - 1900	\$5.45	256	846	1,102	D	\$5.45	271	748	1,019	D	\$5.45	265	901	1,166	D	\$5.45	316	1,021	1,337	F	\$5.45	344	869	1,213	E
1900 - 2000	\$2.30	277	763	1,040	D	\$4.25	248	743	991	C	\$4.25	258	801	1,059	D	\$5.45	370	958	1,328	F	\$4.25	379	888	1,267	E

PM Time	Monday 02/21/22					Tuesday 02/22/22					Wednesday 02/23/22					Thursday 02/24/22					Friday 02/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	259	938	1,197	D	\$7.05	183	926	1,109	D	\$9.15	200	1,040	1,240	E	\$12.25	193	1,040	1,233	E	\$26.80	230	921	1,151	D
1500 - 1600	\$7.75	298	943	1,241	E	\$9.80	250	858	1,108	D	\$12.85	242	948	1,190	D	\$16.60	193	959	1,152	D	\$26.50	400	1,175	1,575	F
1600 - 1700	\$5.45	235	781	1,016	D	\$5.45	174	850	1,024	D	\$5.45	194	921	1,115	D	\$7.75	179	1,037	1,216	E	\$15.60	298	1,170	1,468	F
1700 - 1800	\$5.45	244	659	903	C	\$5.45	183	784	967	C	\$5.45	220	811	1,031	D	\$5.45	209	953	1,162	D	\$7.05	311	972	1,283	E
1800 - 1900	\$5.45	258	522	780	B	\$5.45	219	741	960	C	\$5.45	285	854	1,139	D	\$5.45	231	878	1,109	D	\$5.45	345	925	1,270	E
1900 - 2000	\$2.30	216	383	599	B	\$4.25	275	845	1,120	D	\$4.25	194	621	815	C	\$5.45	260	890	1,150	D	\$4.25	338	827	1,165	D

PM Time	Monday 02/28/22					Tuesday 03/01/22					Wednesday 03/02/22					Thursday 03/03/22					Friday 03/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	202	1,114	1,316	F																				
1500 - 1600	\$8.45	222	933	1,155	D																				
1600 - 1700	\$7.05	179	969	1,148	D																				
1700 - 1800	\$5.45	199	864	1,063	D																				
1800 - 1900	\$5.45	205	662	867	C																				
1900 - 2000	\$2.30	174	521	695	B																				

**Eastbound PM Peak - County Line to 15 SB Ontario**

PM Time	Monday 01/31/22					Tuesday 02/01/22					Wednesday 02/02/22					Thursday 02/03/22					Friday 02/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500						\$5.45	116	658	774	B	\$5.45	91	669	760	B	\$5.45	130	709	839	C	\$5.45	147	712	859	C
1500 - 1600						\$5.45	122	684	806	C	\$5.45	105	706	811	C	\$5.45	124	731	855	C	\$5.45	118	622	740	B
1600 - 1700						\$5.45	105	667	772	B	\$5.45	96	676	772	B	\$5.45	94	679	773	B	\$3.00	121	580	701	B
1700 - 1800						\$3.00	111	585	696	B	\$3.00	91	644	735	B	\$3.00	120	643	763	B	\$3.00	104	651	755	B
1800 - 1900						\$3.00	178	597	775	B	\$3.00	144	597	741	B	\$3.00	152	624	776	B	\$3.00	181	596	777	B
1900 - 2000						\$3.00	118	410	528	B	\$3.00	122	526	648	B	\$3.00	146	514	660	B	\$3.00	188	555	743	B

PM Time	Monday 02/07/22					Tuesday 02/08/22					Wednesday 02/09/22					Thursday 02/10/22					Friday 02/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	118	656	774	B	\$5.45	114	702	816	C	\$5.45	58	414	472	B	\$5.45	114	750	864	C	\$5.45	134	679	813	C
1500 - 1600	\$5.45	103	673	776	B	\$5.45	108	673	781	B	\$5.45	149	820	969	C	\$5.45	132	635	767	B	\$5.45	143	604	747	B
1600 - 1700	\$3.00	100	604	704	B	\$5.45	92	652	744	B	\$5.45	92	646	738	B	\$5.45	95	589	684	B	\$3.00	110	599	709	B
1700 - 1800	\$3.00	101	642	743	B	\$3.00	108	638	746	B	\$3.00	118	680	798	B	\$3.00	118	648	766	B	\$3.00	118	635	753	B
1800 - 1900	\$3.00	151	587	738	B	\$3.00	149	612	761	B	\$3.00	147	603	750	B	\$3.00	139	665	804	C	\$3.00	182	601	783	B
1900 - 2000	\$3.00	137	451	588	B	\$3.00	156	542	698	B	\$3.00	186	599	785	B	\$3.00	195	646	841	C	\$3.00	177	598	775	B

PM Time	Monday 02/14/22					Tuesday 02/15/22					Wednesday 02/16/22					Thursday 02/17/22					Friday 02/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	123	718	841	C	\$5.45	119	678	797	B	\$5.45	116	725	841	C	\$5.45	139	747	886	C	\$5.45	143	595	738	B
1500 - 1600	\$5.45	124	673	797	B	\$5.45	114	700	814	C	\$5.45	129	740	869	C	\$5.45	119	661	780	B	\$5.45	159	532	691	B
1600 - 1700	\$3.00	112	624	736	B	\$5.45	116	608	724	B	\$5.45	105	582	687	B	\$5.45	84	438	522	B	\$3.00	125	499	624	B
1700 - 1800	\$3.00	102	613	715	B	\$3.00	93	600	693	B	\$3.00	114	630	744	B	\$3.00	72	442	514	B	\$3.00	163	515	678	B
1800 - 1900	\$3.00	145	565	710	B	\$3.00	141	557	698	B	\$3.00	128	624	752	B	\$3.00	174	821	995	C	\$3.00	179	523	702	B
1900 - 2000	\$3.00	150	515	665	B	\$3.00	181	621	802	C	\$3.00	148	641	789	B	\$3.00	216	684	900	C	\$3.00	205	517	722	B

PM Time	Monday 02/21/22					Tuesday 02/22/22					Wednesday 02/23/22					Thursday 02/24/22					Friday 02/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	174	600	774	B	\$5.45	114	714	828	C	\$5.45	140	759	899	C	\$5.45	130	692	822	C	\$5.45	119	613	732	B
1500 - 1600	\$5.45	168	585	753	B	\$5.45	128	695	823	C	\$5.45	108	696	804	C	\$5.45	88	684	772	B	\$5.45	7	33	40	A
1600 - 1700	\$3.00	118	558	676	B	\$5.45	90	553	643	B	\$5.45	105	684	789	B	\$5.45	89	656	745	B	\$3.00	41	92	133	A
1700 - 1800	\$3.00	136	494	630	B	\$3.00	94	548	642	B	\$3.00	105	662	767	B	\$3.00	94	634	728	B	\$3.00	105	390	495	B
1800 - 1900	\$3.00	151	373	524	B	\$3.00	139	560	699	B	\$3.00	159	630	789	B	\$3.00	132	623	755	B	\$3.00	166	558	724	B
1900 - 2000	\$3.00	130	289	419	B	\$3.00	214	622	836	C	\$3.00	171	504	675	B	\$3.00	152	720	872	C	\$3.00	205	563	768	B

PM Time	Monday 02/28/22					Tuesday 03/01/22					Wednesday 03/02/22					Thursday 03/03/22					Friday 03/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	125	768	893	C																				
1500 - 1600	\$5.45	93	661	754	B																				
1600 - 1700	\$3.00	91	598	689	B																				
1700 - 1800	\$3.00	98	643	741	B																				
1800 - 1900	\$3.00	147	643	790	B																				
1900 - 2000	\$3.00	133	527	660	B																				

## RCTC WESTBOUND PEAK-HOUR VOLUMES

### Westbound AM Peak - McKinley to County Line

AM Time	Monday 01/31/22					Tuesday 02/01/22					Wednesday 02/02/22					Thursday 02/03/22					Friday 02/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500						\$2.30	213	459	672	B	\$2.30	200	485	685	B	\$2.30	165	530	695	B	\$2.30	159	453	612	B
0500 - 0600						\$11.20	382	1165	1,547	F	\$11.20	403	1207	1,610	F	\$9.45	347	1,182	1,529	F	\$5.45	297	1,036	1,333	E
0600 - 0700						\$18.30	321	1022	1,343	E	\$18.30	326	1090	1,416	F	\$17.30	261	1,129	1,390	F	\$10.45	260	963	1,223	E
0700 - 0800						\$14.30	308	1084	1,392	F	\$14.30	363	1103	1,466	F	\$13.30	313	1,027	1,340	E	\$9.40	264	941	1,205	E
0800 - 0900						\$10.40	121	970	1,091	D	\$10.40	141	924	1,065	D	\$9.40	146	928	1,074	D	\$5.45	120	824	944	C
0900 - 1000						\$7.05	117	604	721	B	\$7.05	146	806	952	C	\$7.05	130	763	893	C	\$4.25	139	725	864	C

AM Time	Monday 02/07/22					Tuesday 02/08/22					Wednesday 02/09/22					Thursday 02/10/22					Friday 02/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	204	523	727	B	\$2.30	227	477	704	B	\$2.30	173	513	686	B	\$2.30	169	495	664	B	\$2.30	127	394	521	B
0500 - 0600	\$11.20	385	1,124	1,509	F	\$11.20	408	1099	1,507	F	\$11.20	380	1160	1,540	F	\$9.45	358	1,123	1,481	F	\$5.45	263	903	1,166	D
0600 - 0700	\$17.30	296	1,056	1,352	F	\$18.30	348	1077	1,425	F	\$18.30	319	1090	1,409	F	\$17.30	305	1,175	1,480	F	\$10.45	233	1,149	1,382	F
0700 - 0800	\$13.60	351	1,217	1,568	F	\$14.30	337	1166	1,503	F	\$14.30	348	1285	1,633	F	\$13.30	310	1,064	1,374	F	\$8.70	222	959	1,181	D
0800 - 0900	\$8.70	223	1,079	1,302	E	\$9.70	166	1104	1,270	E	\$9.70	144	1050	1,194	D	\$8.70	194	1,172	1,366	F	\$5.45	119	873	992	C
0900 - 1000	\$4.25	157	841	998	C	\$5.45	128	843	971	C	\$5.45	164	877	1,041	D	\$5.45	178	995	1,173	D	\$4.25	140	682	822	C

AM Time	Monday 02/14/22					Tuesday 02/15/22					Wednesday 02/16/22					Thursday 02/17/22					Friday 02/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	178	440	618	B	\$2.30	168	521	689	B	\$2.30	186	507	693	B	\$2.30	195	478	673	B	\$2.30	161	425	586	B
0500 - 0600	\$11.20	363	1,104	1,467	F	\$11.20	326	1,223	1,549	F	\$11.20	389	1,111	1,500	F	\$9.45	353	1,153	1,506	F	\$5.45	297	917	1,214	E
0600 - 0700	\$17.30	275	965	1,240	E	\$18.30	284	1,133	1,417	F	\$18.30	298	1,081	1,379	F	\$17.30	250	1,097	1,347	E	\$10.45	268	991	1,259	E
0700 - 0800	\$13.60	274	1,032	1,306	E	\$14.30	341	1,238	1,579	F	\$14.30	327	1,190	1,517	F	\$13.30	309	1,191	1,500	F	\$8.70	261	922	1,183	D
0800 - 0900	\$8.70	157	897	1,054	D	\$9.70	175	1,309	1,484	F	\$9.70	159	979	1,138	D	\$8.70	161	977	1,138	D	\$5.45	142	835	977	C
0900 - 1000	\$4.25	176	851	1,027	D	\$5.45	183	869	1,052	D	\$5.45	155	862	1,017	D	\$5.45	148	985	1,133	D	\$4.25	234	764	998	C

AM Time	Monday 02/21/22					Tuesday 02/22/22					Wednesday 02/23/22					Thursday 02/24/22					Friday 02/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	151	334	485	B	\$2.30	196	521	717	B	\$2.30	270	742	1,012	D	\$2.30	193	539	732	B	\$2.30	153	424	577	B
0500 - 0600	\$11.20	220	729	949	C	\$11.20	394	1,164	1,558	F	\$11.20	390	1,227	1,617	F	\$9.45	337	1,146	1,483	F	\$5.45	342	1,076	1,418	F
0600 - 0700	\$17.30	154	628	782	B	\$18.30	289	1,104	1,393	F	\$18.30	335	1,097	1,432	F	\$17.30	305	1,110	1,415	F	\$10.45	269	855	1,124	D
0700 - 0800	\$13.60	178	704	882	C	\$14.30	313	1,379	1,692	F	\$14.30	378	1,276	1,654	F	\$13.30	322	1,333	1,655	F	\$8.70	337	1,137	1,474	F
0800 - 0900	\$8.70	183	690	873	C	\$9.70	165	1,291	1,456	F	\$9.70	145	980	1,125	D	\$8.70	168	1,036	1,204	E	\$5.45	170	1,076	1,246	E
0900 - 1000	\$4.25	268	712	980	C	\$5.45	185	1,064	1,249	E	\$5.45	157	880	1,037	D	\$5.45	158	927	1,085	D	\$4.25	170	942	1,112	D

AM Time	Monday 02/28/22					Tuesday 03/01/22					Wednesday 03/02/22					Thursday 03/03/22					Friday 03/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	200	531	731	B																				
0500 - 0600	\$11.20	355	1,203	1,558	F																				
0600 - 0700	\$17.30	294	1,139	1,433	F																				
0700 - 0800	\$14.30	308	1,294	1,602	F																				
0800 - 0900	\$9.40	161	1,077	1,238	E																				
0900 - 1000	\$5.45	174	885	1,059	D																				

**Westbound AM Peak - I-15 North to County Line**

AM Time	Monday 01/31/22					Tuesday 02/01/22					Wednesday 02/02/22					Thursday 02/03/22					Friday 02/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500						\$3.00	149	467	616	B	\$3.00	167	451	618	B	\$3.00	115	453	568	B	\$3.00	115	393	508	B
0500 - 0600						\$7.00	237	1049	1,286	E	\$7.00	257	1086	1,343	E	\$5.45	184	1,083	1,267	E	\$5.45	179	930	1,109	D
0600 - 0700						\$9.00	229	1082	1,311	E	\$9.00	244	1137	1,381	E	\$7.00	197	1,119	1,316	E	\$7.00	186	958	1,144	D
0700 - 0800						\$9.00	184	1123	1,307	E	\$9.00	190	1089	1,279	E	\$7.00	174	949	1,123	D	\$7.00	137	901	1,038	D
0800 - 0900						\$7.00	79	1014	1,093	D	\$7.00	101	883	984	C	\$5.45	109	970	1,079	D	\$5.45	96	840	936	C
0900 - 1000						\$5.45	86	719	805	C	\$5.45	99	886	985	C	\$3.00	110	800	910	C	\$3.00	124	751	875	C

AM Time	Monday 02/07/22					Tuesday 02/08/22					Wednesday 02/09/22					Thursday 02/10/22					Friday 02/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	157	482	639	B	\$3.00	174	495	669	B	\$3.00	122	517	639	B	\$3.00	128	502	630	B	\$3.00	105	418	523	B
0500 - 0600	\$7.00	281	1,052	1,333	E	\$7.00	257	1029	1,286	E	\$7.00	210	1033	1,243	E	\$7.00	250	1,018	1,268	E	\$5.45	154	939	1,093	D
0600 - 0700	\$9.00	241	1,112	1,353	E	\$9.00	246	1198	1,444	F	\$9.00	212	1203	1,415	F	\$9.00	217	1,183	1,400	E	\$7.00	120	991	1,111	D
0700 - 0800	\$9.00	213	1,080	1,293	E	\$9.00	179	1048	1,227	E	\$9.00	170	1084	1,254	E	\$9.00	197	1,079	1,276	E	\$7.00	144	906	1,050	D
0800 - 0900	\$7.00	107	978	1,085	D	\$7.00	121	1062	1,183	D	\$7.00	95	979	1,074	D	\$7.00	118	1,097	1,215	E	\$5.45	109	928	1,037	D
0900 - 1000	\$5.45	108	854	962	C	\$5.45	101	918	1,019	D	\$5.45	123	955	1,078	D	\$5.45	129	963	1,092	D	\$3.00	103	730	833	C

AM Time	Monday 02/14/22					Tuesday 02/15/22					Wednesday 02/16/22					Thursday 02/17/22					Friday 02/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	149	418	567	B	\$3.00	126	517	643	B	\$3.00	145	458	603	B	\$3.00	164	471	635	B	\$3.00	121	391	512	B
0500 - 0600	\$7.00	218	1,030	1,248	E	\$7.00	191	1,140	1,331	E	\$7.00	235	924	1,159	D	\$7.00	213	1,052	1,265	E	\$5.45	213	864	1,077	D
0600 - 0700	\$9.00	212	1,073	1,285	E	\$9.00	199	1,222	1,421	F	\$9.00	238	1,199	1,437	F	\$9.00	200	1,153	1,353	E	\$7.00	195	948	1,143	D
0700 - 0800	\$9.00	169	988	1,157	D	\$9.00	195	1,145	1,340	E	\$9.00	174	1,171	1,345	E	\$9.00	174	1,056	1,230	E	\$7.00	154	810	964	C
0800 - 0900	\$7.00	120	786	906	C	\$7.00	97	1,057	1,154	D	\$7.00	92	1,025	1,117	D	\$7.00	102	994	1,096	D	\$5.45	132	923	1,055	D
0900 - 1000	\$5.45	115	756	871	C	\$5.45	100	919	1,019	D	\$5.45	127	960	1,087	D	\$5.45	131	982	1,113	D	\$3.00	203	770	973	C

AM Time	Monday 02/21/22					Tuesday 02/22/22					Wednesday 02/23/22					Thursday 02/24/22					Friday 02/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	100	289	389	A	\$3.00	150	507	657	B	\$3.00	165	506	671	B	\$3.00	146	469	615	B	\$3.00	134	404	538	B
0500 - 0600	\$7.00	159	646	805	C	\$7.00	250	1,048	1,298	E	\$7.00	253	1,098	1,351	E	\$7.00	192	1,097	1,289	E	\$5.45	203	929	1,132	D
0600 - 0700	\$9.00	123	646	769	B	\$9.00	222	1,271	1,493	F	\$9.00	254	1,166	1,420	F	\$9.00	206	1,224	1,430	F	\$7.00	228	977	1,205	E
0700 - 0800	\$9.00	98	593	691	B	\$9.00	182	1,212	1,394	E	\$9.00	191	1,150	1,341	E	\$9.00	163	1,101	1,264	E	\$7.00	139	953	1,092	D
0800 - 0900	\$7.00	109	588	697	B	\$7.00	106	1,038	1,144	D	\$7.00	111	972	1,083	D	\$7.00	118	1,043	1,161	D	\$5.45	129	830	959	C
0900 - 1000	\$5.45	152	603	755	B	\$5.45	127	907	1,034	D	\$5.45	149	898	1,047	D	\$5.45	115	866	981	C	\$3.00	110	729	839	C

AM Time	Monday 02/28/22					Tuesday 03/01/22					Wednesday 03/02/22					Thursday 03/03/22					Friday 03/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	152	463	615	B																				
0500 - 0600	\$7.00	207	1,140	1,347	E																				
0600 - 0700	\$9.00	222	1,179	1,401	F																				
0700 - 0800	\$9.00	172	1,133	1,305	E																				
0800 - 0900	\$7.00	100	1,064	1,164	D																				
0900 - 1000	\$5.45	134	788	922	C																				

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## RCTC OPERATIONAL HIGHLIGHTS

### **On-Road Operations**

RCTC Freeway Service Patrol responded to 121 calls during the month of February. Of those calls, 96 were to assist disabled vehicles, 14 calls to remove debris, and 11 were in response to accidents that affected the Express Lanes.

### **91 Express Lanes BOS Development Update**

In February 2021, Cofiroute USA, LLC (CUSA) notified OCTA and the Riverside County Transportation Commission (RCTC) of a delay to the implementation of the new BOS for the 91 Express Lanes for both Orange and Riverside counties as a result of the COVID-19 pandemic. CUSA is the current operator of the 91 Express Lanes for both OCTA and RCTC (Agencies) and is the firm selected for the design, development, and implementation of the new BOS, as well as the customer service center operation.

To address the potential delay of transitioning to the new operating agreement, in October 2019, an amendment to the existing operating agreement was executed which allowed for six one-month extension periods, from July 1, 2021 through December 31, 2021. In anticipation the transition will not occur by December 31, in October 2021, both the OCTA and RCTC Board of Directors approved a subsequent amendment which allowed for three one-month extensions, commencing January 1, 2022 through March 31, 2022. In February, the Agencies provided notice to CUSA that the last extension period will be exercised. The Agencies intend to exercise the one-month options until the transition to the new back-office system occurs, which is anticipated to begin March 4, 2022 with go-live on March 7, 2022.



# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes Operating Statement

Description	YTD as of : <b>2/28/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 37,907,334.44	\$ 23,890,000.00	\$ 14,017,334.44	58.7
Fee Revenue	4,193,548.75	3,811,266.67	382,282.08	10.0
<b>Total operating revenues</b>	<b>42,100,883.19</b>	<b>27,701,266.67</b>	<b>14,399,616.52</b>	<b>52.0</b>
<b>Operating expenses:</b>				
Salaries and Benefits	354,891.83	568,533.33	213,641.50	37.6
Legal Services	41,388.76	139,133.33	97,744.57	70.3
Advisory Services	17,773.39	3,333.33	(14,440.06)	(433.2)
Audit and Accounting Fees	29,775.00	24,000.00	(5,775.00)	(24.1)
Service Fees	-	12,466.67	12,466.67	100.0
Other Professional Services	300,525.38	837,200.00	536,674.62	64.1
Lease Expense	157,499.98	212,733.33	55,233.35	26.0
Operations	1,294,842.23	2,411,866.67	1,117,024.44	46.3
Utilities	9,378.77	43,400.00	34,021.23	78.4
Supplies and Materials	9,807.12	22,333.33	12,526.21	56.1
Membership and Subscription Fees	14,498.00	20,000.00	5,502.00	27.5
Office Equipment & Furniture (Non-Capital)	-	53,333.33	53,333.33	100.0
Maintenance/Repairs	114,140.44	205,733.33	91,592.89	44.5
Training Seminars and Conferences	5,919.66	1,066.67	(4,852.99)	(455.0)
Transportation Expenses	257.90	1,666.67	1,408.77	84.5
Lodging	-	866.67	866.67	100.0
Meals	-	2,000.00	2,000.00	100.0
Other Staff Expenses	174.51	200.00	25.49	12.7
Advertising	-	143,333.33	143,333.33	100.0
Program Management	27,925.47	55,400.00	27,474.53	49.6
Program Operations	4,403,752.06	5,582,800.00	1,179,047.94	21.1
Litigation Settlement	687.06	-	(687.06)	N/A
Furniture & Equipment	-	50,000.00	50,000.00	100.0
Improvements	24,997.50	36,666.67	11,669.17	31.8
Bad Debt Expense	76,390.63	-	(76,390.63)	N/A
<b>Total operating expenses</b>	<b>6,884,625.69</b>	<b>10,428,066.67</b>	<b>3,543,440.98</b>	<b>34.0</b>
<b>Operating income (loss)</b>	<b>35,216,257.50</b>	<b>17,273,200.00</b>	<b>17,943,057.50</b>	<b>103.9</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(212,197.11)	99,666.67	(311,863.78)	312.9
Other Miscellaneous Revenue	39,070.71	-	39,070.71	N/A
Loss on Refunding	(6,733,662.41)	-	(6,733,662.41)	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(13,895,832.03)	(6,027,266.67)	(7,868,565.36)	130.5
<b>Total nonoperating revenues (expenses)</b>	<b>(20,802,620.84)</b>	<b>(5,927,600.00)</b>	<b>(14,875,020.84)</b>	<b>(250.9)</b>
Transfers In	-	-	-	N/A
Transfers Out	(167,221.19)	(716,466.67)	549,245.48	(76.7)
<b>Net income (loss)</b>	<b>\$ 14,246,415.47</b>	<b>\$ 10,629,133.33</b>	<b>\$ 3,617,282.14</b>	<b>34.0</b>

<sup>1</sup> Unaudited

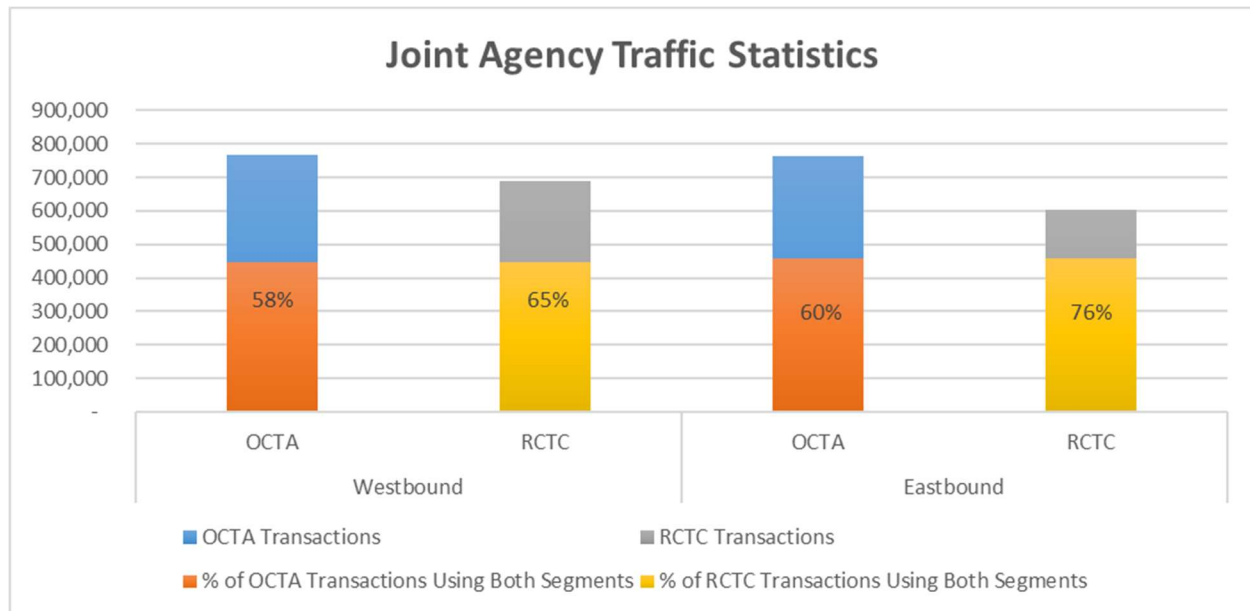
## JOINT AGENCY TRIP AND REVENUE STATISTICS

### MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING February 28, 2022

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
<b>Westbound</b>				
OCTA	769,084	445,398	58%	\$2,137,118
RCTC	689,658	445,398	65%	\$2,849,567
<b>Eastbound</b>				
OCTA	765,105	457,754	60%	\$2,610,223
RCTC	603,927	457,754	76%	\$2,165,887

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	Reporting Period	PERFORMANCE STANDARD	Feb-22 Performance
<b>CUSTOMER SERVICE</b>			
Call Wait Time	Monthly	Not to exceed 2 minutes	1:41
Abandon Rate	Monthly	No more than 4.0%	2.3%
Customer Satisfaction	Monthly	At least 75 outbound calls	76
<b>VIOLATION PROCESSING</b>			
Response Time	Monthly	Within 2 business days of receipt	1.0
CUSA Violation Collection Rate	Quarterly	70% or more	
CUSA Violation Collection Rate	Annually	74% or more	
<b>TRAFFIC OPERATIONS</b>			
Initial & Secondary Review s	Monthly	Equal to or less than 15 days	4.5
* Plate Misread Errors	Monthly	Equal to or less than 0.4%	0.01%
<b>ACCOUNTING</b>			
OCTA Exceptions	Monthly	No more than 3	0
RCTC Exceptions	Monthly	No more than 3	0
<b>INFORMATION TECHNOLOGY</b>			
Back-office System Uptime	Monthly	99% Availability	100%
Network Uptime	Monthly	99% Availability	100%

CUSA = Cofiroute USA; CAS = OCTA Customer Assistance Specialists

\* Plate Misread Error performance is current after a 60-day hold-back period; therefore, percentage reported here is for two months prior to the month of this report.

## JOINT AGENCY TRANSPONDER DISTRIBUTION

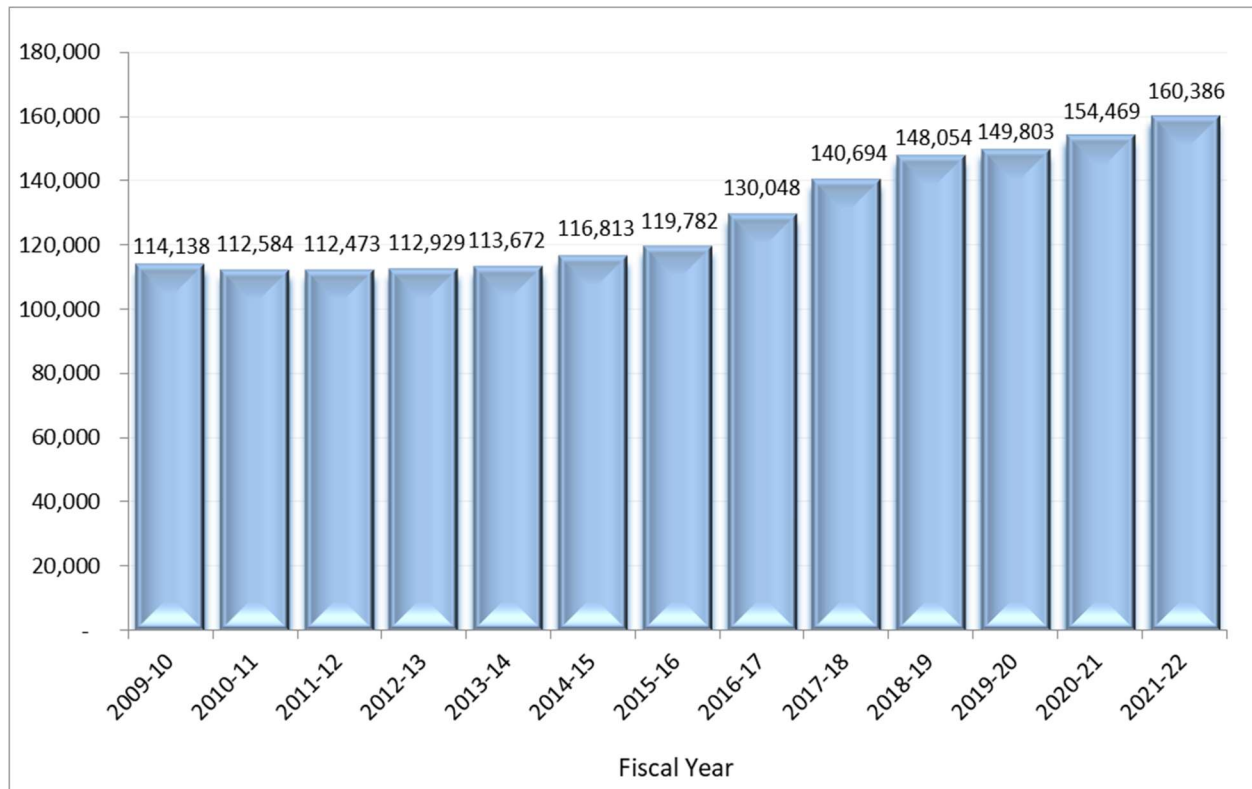
T21 TRANSPONDER DISTRIBUTION	February-22		January-22		FY 2021-22	
	Tags	% of Total	Tags	% of Total	Average To-Date	
<b>Issued</b>						
To New Accounts	0		0		0	
Additional Tags to Existing Accounts	0		0		0	
Replacement Transponders	0		0		0	
Total Issued	0		0		0	
<b>Returned</b>						
Account Closures	4	0.4%	1	2.4%	5	0.6%
Accounts Downsizing	1,067	99.6%	40	97.6%	611	72.6%
Defective Transponders					225	26.8%
Total Returned	1,071		41		841	

6C TRANSPONDER DISTRIBUTION	February-22		January-22		FY 2021-22	
	Tags	% of Total	Tags	% of Total	Average To-Date	
<b>Issued</b>						
To New Accounts	1,517	25.0%	1,336	22.4%	6,376	62.4%
Additional Tags to Existing Accounts	4,547	74.9%	4,620	77.6%	3,830	37.5%
Replacement Transponders	3	0.0%	0	0.0%	10	0.1%
Total Issued	6,067		5,956		10,216	
<b>Returned</b>						
Account Closures						
Accounts Downsizing						
Defective Transponders						
Total Returned						

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At the end of February 2022, the 91 Express Lanes had 160,386 active customer accounts and 626,532 transponders classified as assigned.

**Number of Accounts by FY**  
**As of February 28, 2022**



**Incoming Email Activity**

During February, the Anaheim Processing Center received 2,795 emails.





**Orange County Transportation Authority  
Riverside County Transportation Commission**



Status Report  
March 2022

As of March 31, 2022

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# OPERATIONS OVERVIEW OCTA

## TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes for March 2022 was 1,690,551. This represents a daily average of 54,534 vehicles. This is an 18.5 percent increase in total traffic volume from the same period last year, which totaled 1,426,041 and was the thirteenth month of the State of California's stay-at-home orders due to the coronavirus (COVID-19) pandemic. Potential toll revenue for March was \$5,304,421, which represents an increase of 16 percent from the prior year's total of \$4,573,327. Carpool percentage for March was 22.4 percent as compared to the previous year's rate of 20.2 percent. As compared to March 2019, traffic volume increased by 9.8 percent and revenue increased by 16.8 percent.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 Express Lanes and associated potential revenue for the month of March 2022.

### Current Month-to-Date (MTD) as of March 31, 2022

	Mar-22 MTD Actual	Mar-21 MTD Actual	Yr 22-to-Yr 21 % Variance	Mar-19 MTD Actual	Yr 22-to-Yr 19 % Variance
<b>Trips</b>					
Full Toll Lanes	1,312,259	1,138,068	15.3%	1,137,488	15.4%
3+ Lanes	378,292	287,973	31.4%	401,769	(5.8%)
Total Gross Trips	1,690,551	1,426,041	18.5%	1,539,257	9.8%
<b>Revenue</b>					
Full Toll Lanes	\$5,218,009	\$4,526,675	15.3%	\$4,464,988	16.9%
3+ Lanes	\$86,413	\$46,652	85.2%	\$77,440	11.6%
Total Gross Revenue	\$5,304,421	\$4,573,327	16.0%	\$4,542,427	16.8%
<b>Average Revenue per Trip</b>					
Average Full Toll Lanes	\$3.98	\$3.98	0.0%	\$3.93	1.3%
Average 3+ Lanes	\$0.23	\$0.16	43.8%	\$0.19	21.1%
Average Gross Revenue	\$3.14	\$3.21	(2.2%)	\$2.95	6.4%



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The 2022 fiscal year-to-date traffic volume increased by 39.4 percent and potential toll revenue increased by 32.7 percent, when compared with the same period last year. Year-to-date average revenue per trip is \$3.09.

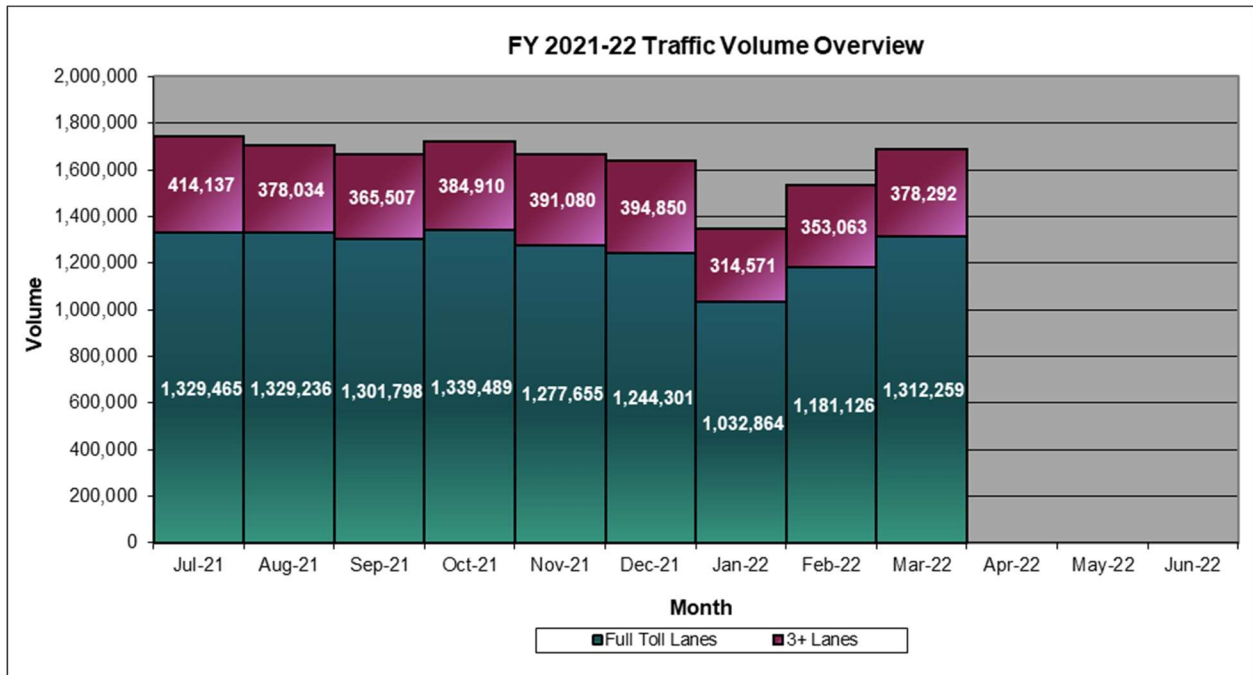
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the months of July 2021 through March 2022.

**Fiscal Year (FY) 2021-22 Year-to-Date (YTD) as of March 31, 2022**

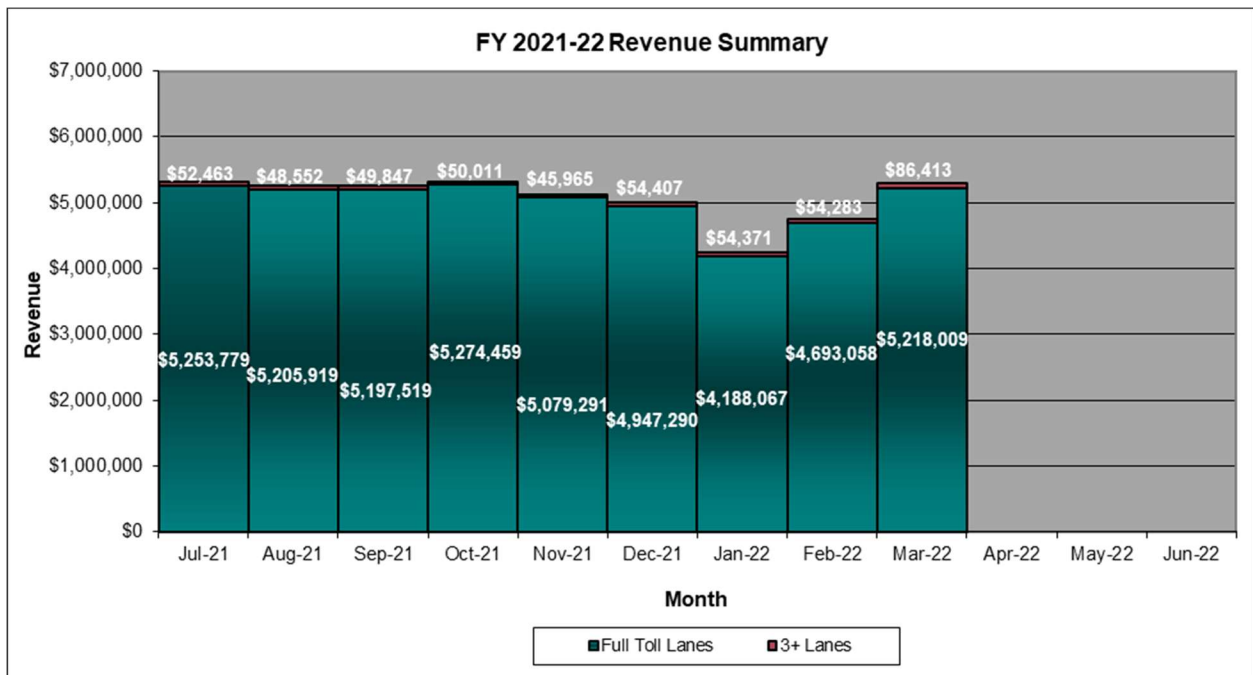
	<b>FY 2021-22 YTD Actual</b>	<b>FY 20-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
<b>Trips</b>			
Full Toll Lanes	11,348,193	8,292,733	36.8%
3+ Lanes	3,374,444	2,270,302	48.6%
Total Gross Trips	14,722,637	10,563,035	39.4%
<b>Revenue</b>			
Full Toll Lanes	\$45,057,390	\$33,887,172	33.0%
3+ Lanes	\$496,311	\$434,291	14.3%
Total Gross Revenue	\$45,553,702	\$34,321,463	32.7%
<b>Average Revenue per Trip</b>			
Average Full Toll Lanes	\$3.97	\$4.09	(2.9%)
Average 3+ Lanes	\$0.15	\$0.19	(21.1%)
Average Gross Revenue	\$3.09	\$3.25	(4.9%)

## OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2021-22 on a monthly basis.



## OCTA EASTBOUND PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound direction reached or exceeded 90 percent of defined capacity seven times during the month of March 2022. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 89 percent of defined capacity.

PM Time	Monday 02/28/22				Tuesday 03/01/22				Wednesday 03/02/22				Thursday 03/03/22				Friday 03/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500					\$5.30	370	2,850	84%	\$5.30	429	3,034	89%	\$7.70	429	2,963	87%	\$8.35	428	2,923	86%
1500 - 1600					\$4.75	450	2,946	87%	\$7.45	459	3,012	89%	\$7.45	475	2,919	86%	\$7.90	496	2,884	85%
1600 - 1700					\$5.25	453	2,929	86%	\$6.50	435	2,954	87%	\$7.00	391	2,732	80%	\$6.95	511	2,851	84%
1700 - 1800					\$4.90	397	2,601	77%	\$5.40	454	2,933	86%	\$6.70	470	2,830	83%	\$6.75	514	2,868	84%
1800 - 1900					\$4.05	634	3,074	90%	\$4.05	608	2,885	85%	\$4.50	565	2,854	84%	\$6.75	501	2,212	65%
1900 - 2000					\$3.95	595	2,471	73%	\$3.95	629	2,476	73%	\$5.75	671	2,783	82%	\$6.25	534	1,875	55%

PM Time	Monday 03/07/22				Tuesday 03/08/22				Wednesday 03/09/22				Thursday 03/10/22				Friday 03/11/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	374	2,698	79%	\$5.30	381	2,974	87%	\$5.30	430	2,998	88%	\$7.70	437	2,963	87%	\$8.35	538	3,053	90%
1500 - 1600	\$5.65	482	2,822	83%	\$4.75	458	2,892	85%	\$7.45	482	3,103	91%	\$7.45	494	2,861	84%	\$7.90	534	2,814	83%
1600 - 1700	\$5.10	433	2,857	84%	\$5.25	439	3,044	90%	\$6.50	451	3,036	89%	\$7.00	430	2,933	86%	\$6.95	532	2,844	84%
1700 - 1800	\$4.95	415	2,999	88%	\$4.90	452	2,922	86%	\$5.40	463	2,972	87%	\$6.70	499	3,020	89%	\$6.75	497	2,820	83%
1800 - 1900	\$5.65	617	2,741	81%	\$4.05	577	2,961	87%	\$4.05	618	2,926	86%	\$4.50	582	2,916	86%	\$6.75	580	2,411	71%
1900 - 2000	\$3.95	408	1,758	52%	\$3.95	493	2,148	63%	\$3.95	482	2,171	64%	\$5.75	590	2,331	69%	\$6.25	585	2,047	60%

PM Time	Monday 03/14/22				Tuesday 03/15/22				Wednesday 03/16/22				Thursday 03/17/22				Friday 03/18/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	398	2,611	77%	\$5.30	400	2,837	83%	\$5.30	401	2,826	83%	\$7.70	414	2,894	85%	\$8.35	436	2,654	78%
1500 - 1600	\$5.65	425	2,854	84%	\$4.75	500	3,121	92%	\$7.45	422	2,882	85%	\$7.45	454	2,879	85%	\$7.90	502	2,937	86%
1600 - 1700	\$5.10	434	2,840	84%	\$5.25	442	2,945	87%	\$6.50	414	2,877	85%	\$7.00	417	2,830	83%	\$6.95	546	2,978	88%
1700 - 1800	\$4.95	473	3,033	89%	\$4.90	487	3,161	93%	\$5.40	413	2,643	78%	\$6.70	425	2,709	80%	\$6.75	556	2,867	84%
1800 - 1900	\$5.65	519	2,664	78%	\$4.05	575	2,966	87%	\$4.05	477	2,578	76%	\$4.50	566	3,000	88%	\$6.75	525	2,449	72%
1900 - 2000	\$3.95	379	1,537	45%	\$3.95	400	1,850	54%	\$3.95	541	2,371	70%	\$5.75	535	2,060	61%	\$6.25	538	2,002	59%

PM Time	Monday 03/21/22				Tuesday 03/22/22				Wednesday 03/23/22				Thursday 03/24/22				Friday 03/25/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	389	2,501	74%	\$5.30	443	2,912	86%	\$5.30	473	3,038	89%	\$7.70	488	2,949	87%	\$8.35	559	3,103	91%
1500 - 1600	\$5.65	492	2,706	80%	\$4.75	502	2,965	87%	\$7.45	486	2,862	84%	\$7.45	511	2,970	87%	\$7.90	530	2,851	84%
1600 - 1700	\$5.10	407	2,655	78%	\$5.25	398	2,667	78%	\$6.50	391	2,737	81%	\$7.00	440	2,816	83%	\$6.95	517	2,776	82%
1700 - 1800	\$4.95	490	2,984	88%	\$4.90	455	2,777	82%	\$5.40	490	2,898	85%	\$6.70	493	2,790	82%	\$6.75	559	2,826	83%
1800 - 1900	\$5.65	530	2,618	77%	\$4.05	533	2,762	81%	\$4.05	604	3,003	88%	\$4.50	597	2,662	78%	\$6.75	670	2,783	82%
1900 - 2000	\$3.95	416	1,598	47%	\$3.95	591	2,429	71%	\$3.95	515	2,119	62%	\$5.75	624	2,526	74%	\$6.25	655	2,311	68%

PM Time	Monday 03/28/22				Tuesday 03/29/22				Wednesday 03/30/22				Thursday 03/31/22				Friday 04/01/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	396	2,417	71%	\$5.30	452	2,711	80%	\$5.30	481	2,992	88%	\$7.70	469	2,931	86%				
1500 - 1600	\$5.65	470	2,648	78%	\$4.75	490	2,977	88%	\$7.45	542	2,969	87%	\$7.45	526	2,782	82%				
1600 - 1700	\$5.10	386	2,445	72%	\$5.25	507	3,088	91%	\$6.50	509	2,919	86%	\$7.00	483	2,862	84%				
1700 - 1800	\$4.95	346	2,151	63%	\$4.90	500	3,033	89%	\$5.40	520	2,937	86%	\$6.70	509	2,921	86%				
1800 - 1900	\$5.65	352	1,555	46%	\$4.05	537	2,394	70%	\$4.05	583	2,767	81%	\$4.50	646	2,788	82%				
1900 - 2000	\$3.95	359	1,237	36%	\$3.95	452	1,695	50%	\$3.95	550	1,994	59%	\$5.75	556	2,053	60%				

## OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 02/28/22				Tuesday 03/01/22				Wednesday 03/02/22				Thursday 03/03/22				Friday 03/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500					\$3.15	440	1,208	36%	\$3.15	415	1,199	35%	\$3.15	409	1,198	35%	\$3.15	313	886	26%
0500 - 0600					\$5.10	723	2,842	84%	\$5.10	704	2,643	78%	\$5.10	692	2,632	77%	\$4.85	558	2,211	65%
0600 - 0700					\$5.30	556	2,953	87%	\$5.30	618	2,896	85%	\$5.30	611	2,941	87%	\$5.10	554	2,524	74%
0700 - 0800					\$5.80	618	2,976	88%	\$5.80	575	2,723	80%	\$5.80	599	2,814	83%	\$5.65	464	2,068	61%
0800 - 0900					\$5.30	318	2,601	77%	\$5.30	312	2,326	68%	\$5.30	326	2,488	73%	\$5.10	240	1,774	52%
0900 - 1000					\$4.20	309	2,363	70%	\$4.20	288	2,126	63%	\$4.20	335	2,355	69%	\$4.20	250	1,830	54%

AM Time	Monday 03/07/22				Tuesday 03/08/22				Wednesday 03/09/22				Thursday 03/10/22				Friday 03/11/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	384	1,143	34%	\$3.15	414	1,206	35%	\$3.15	406	1,153	34%	\$3.15	411	1,199	35%	\$3.15	369	963	28%
0500 - 0600	\$5.10	678	2,642	78%	\$5.10	725	2,712	80%	\$5.10	695	2,676	79%	\$5.10	695	2,590	76%	\$4.85	585	2,233	66%
0600 - 0700	\$5.30	578	2,856	84%	\$5.30	603	3,010	89%	\$5.30	604	2,912	86%	\$5.30	629	3,011	89%	\$5.10	550	2,663	78%
0700 - 0800	\$5.80	577	2,651	78%	\$5.80	597	2,791	82%	\$5.80	594	2,815	83%	\$5.80	626	2,900	85%	\$5.65	520	2,186	64%
0800 - 0900	\$5.30	324	2,413	71%	\$5.30	336	2,497	73%	\$5.30	352	2,482	73%	\$5.30	338	2,578	76%	\$5.10	289	2,109	62%
0900 - 1000	\$4.20	338	2,303	68%	\$4.20	248	2,144	63%	\$4.20	341	2,551	75%	\$4.20	319	2,185	64%	\$4.20	309	1,943	57%

AM Time	Monday 03/14/22				Tuesday 03/15/22				Wednesday 03/16/22				Thursday 03/17/22				Friday 03/18/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	373	1,088	32%	\$3.15	401	1,159	34%	\$3.15	418	1,149	34%	\$3.15	426	1,127	33%	\$3.15	348	975	29%
0500 - 0600	\$5.10	695	2,484	73%	\$5.10	724	2,610	77%	\$5.10	700	2,529	74%	\$5.10	766	2,944	87%	\$4.85	565	2,187	64%
0600 - 0700	\$5.30	592	2,729	80%	\$5.30	616	2,977	88%	\$5.30	609	2,778	82%	\$5.30	622	2,876	85%	\$5.10	546	2,399	71%
0700 - 0800	\$5.80	604	2,665	78%	\$5.80	573	2,703	80%	\$5.80	594	2,818	83%	\$5.80	582	2,648	78%	\$5.65	447	1,951	57%
0800 - 0900	\$5.30	288	2,217	65%	\$5.30	281	2,468	73%	\$5.30	263	2,173	64%	\$5.30	310	2,303	68%	\$5.10	276	1,987	58%
0900 - 1000	\$4.20	235	1,917	56%	\$4.20	256	2,268	67%	\$4.20	239	2,068	61%	\$4.20	305	2,307	68%	\$4.20	299	2,191	64%

AM Time	Monday 03/21/22				Tuesday 03/22/22				Wednesday 03/23/22				Thursday 03/24/22				Friday 03/25/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	406	1,158	34%	\$3.15	417	1,166	34%	\$3.15	400	1,109	33%	\$3.15	387	1,132	33%	\$3.15	351	957	28%
0500 - 0600	\$5.10	689	2,617	77%	\$5.10	725	2,571	76%	\$5.10	712	2,581	76%	\$5.10	709	2,575	76%	\$4.85	640	2,261	67%
0600 - 0700	\$5.30	561	2,804	82%	\$5.30	612	2,923	86%	\$5.30	629	2,874	85%	\$5.30	634	2,838	83%	\$5.10	517	2,411	71%
0700 - 0800	\$5.80	555	2,656	78%	\$5.80	625	2,731	80%	\$5.80	567	2,615	77%	\$5.80	595	2,688	79%	\$5.65	500	2,151	63%
0800 - 0900	\$5.30	366	2,446	72%	\$5.30	402	2,485	73%	\$5.30	372	2,341	69%	\$5.30	353	2,326	68%	\$5.10	336	2,042	60%
0900 - 1000	\$4.20	374	2,426	71%	\$4.20	369	2,242	66%	\$4.20	387	2,237	66%	\$4.20	397	2,287	67%	\$4.20	371	2,094	62%

AM Time	Monday 03/28/22				Tuesday 03/29/22				Wednesday 03/30/22				Thursday 03/31/22				Friday 04/01/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	336	981	29%	\$3.15	376	1,060	31%	\$3.15	386	1,065	31%	\$3.15	317	1,042	31%				
0500 - 0600	\$5.10	582	2,188	64%	\$5.10	646	2,476	73%	\$5.10	678	2,487	73%	\$5.10	545	2,074	61%				
0600 - 0700	\$5.30	469	2,165	64%	\$5.30	610	2,800	82%	\$5.30	633	2,821	83%	\$5.30	445	2,280	67%				
0700 - 0800	\$5.80	455	2,064	61%	\$5.80	599	2,687	79%	\$5.80	584	2,805	83%	\$5.80	552	2,445	72%				
0800 - 0900	\$5.30	275	1,757	52%	\$5.30	372	2,397	71%	\$5.30	413	2,388	70%	\$5.30	518	3,007	88%				
0900 - 1000	\$4.20	253	1,574	46%	\$4.20	395	2,090	61%	\$4.20	420	2,142	63%	\$4.20	550	3,015	89%				

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## OCTA OPERATIONAL HIGHLIGHTS

### **91 Express Lanes Back-Office System (BOS) Development Update**

Over the weekend of March 4, Cofiroute USA, LLC (CUSA) began implementation and cutover activities for the new BOS for the 91 Express Lanes for both Orange and Riverside counties. On March 7th, the back-office system went live and began processing transactions received from the Electronic Toll and Traffic Management (ETTM) systems. CUSA, in addition to OCTA, Riverside County Transportation Commission, and project consultant staff, have been continuously monitoring the system and actively implementing fixes for any issues that arise. In addition to the back-office system going live on March 7th, the new 91 Express Lanes' website was launched.

### **91 Express Lanes Toll Entrance Gantries Infrastructure Project Update**

OCTA entered into an agreement with the California Department of Transportation (Caltrans) to provide construction and construction management services for the 91 Express Lanes Toll Entrance Gantries Infrastructure Project. This project entails constructing new toll gantries infrastructure at the three entrances (Northbound 55, Eastbound 91 and Westbound 91) of the OCTA 91 Express Lanes. Caltrans advertised and awarded the project in March 2021 and May 2021, respectively. In June, the contract was executed and the project kickoff meeting was held in July. Pre-construction activities began in August and was followed with construction activities which commenced in September. In the past several months, staff was made aware of several conflicts/issues at the gantry sites. Staff is working with the Plans, Specifications, and Estimates consultant and Caltrans to address these issues. Due to the conflicts, there will be a delay in site turnover to Kapsch TrafficCom USA, Inc (Kapsch), the toll lanes system integrator for the 91 Express Lanes. The site turnover is anticipated for Summer 2022, where then Kapsch will install new ETTM system equipment onto the new gantries. During the equipment installation period, overnight closures and possibly, a few full weekend closures, will occur. The ETTM installation is anticipated to be completed in Fall 2022.

# FINANCIAL HIGHLIGHTS OCTA

## 91 Express Lanes Operating Statement

Description	YTD as of : <b>3/31/2022</b>		YTD Variance	
	Actual <sup>(1)</sup>	Budget <sup>(1)</sup>	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 41,372,729.75	\$ 31,047,216.00	\$ 10,325,513.75	33.3
Fee Revenue	4,224,930.14	2,658,100.00	1,566,830.14	58.9
<b>Total operating revenues</b>	<b>45,597,659.89</b>	<b>33,705,316.00</b>	<b>11,892,343.89</b>	<b>35.3</b>
<b>Operating expenses:</b>				
Contracted Services	3,999,733.51	5,753,952.00	1,754,218.49	30.5
Administrative Fee	2,027,961.00	2,341,314.00	313,353.00	13.4
Other Professional Services	499,941.58	2,628,108.00	2,128,166.42	81.0
Credit Card Processing Fees	1,095,659.62	843,920.00	(251,739.62)	(29.8)
Toll Road Account Servicing	349,352.33	737,900.00	388,547.67	52.7
Other Insurance Expense	306,887.67	762,425.00	455,537.33	59.7
Toll Road Maintenance Supply Repairs	830,987.26	2,211,190.00	1,380,202.74	62.4
Patrol Services	815,886.16	824,670.00	8,783.84	1.1
Building Equipment Repairs and Maint	370,732.06	540,773.00	170,040.94	31.4
6C Transponders	-	6,250.00	6,250.00	100.0
Other Services <sup>(5)</sup>	(778,000.00)	756,000.00	1,534,000.00	202.9
Utilities	48,685.51	41,244.00	(7,441.51)	(18.0)
Office Expense	1,176.35	337,851.00	336,674.65	99.7
Bad Debt Expense	86,686.74	-	(86,686.74)	N/A
Miscellaneous <sup>(2)</sup>	24,090.69	119,588.00	95,497.31	79.9
Leases	332,222.43	371,106.00	38,883.57	10.5
<b>Total operating expenses</b>	<b>10,012,002.91</b>	<b>18,276,291.00</b>	<b>8,264,288.09</b>	<b>45.2</b>
Depreciation and Amortization <sup>(3)</sup>	2,422,959.43	-	(2,422,959.43)	N/A
<b>Operating income (loss)</b>	<b>33,162,697.55</b>	<b>15,429,025.00</b>	<b>17,733,672.55</b>	<b>114.9</b>
<b>Nonoperating revenues (expenses):</b>				
Reimbursement from Other Agencies	167,163.20	-	167,163.20	N/A
Interest Income	1,855,999.10	1,290,177.00	565,822.10	43.9
Interest Expense	(2,969,212.27)	(4,045,825.00)	1,076,612.73	26.6
Other	7,291.20	-	7,291.20	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(938,758.77)</b>	<b>(2,755,648.00)</b>	<b>1,816,889.23</b>	<b>65.9</b>
Transfers In	-	-	-	N/A
Transfers Out <sup>(4)</sup>	(7,498,739.10)	(5,412,127.00)	(2,086,612.10)	(38.6)
<b>Net income (loss)</b>	<b>\$ 24,725,199.68</b>	<b>\$ 7,261,250.00</b>	<b>\$ 17,463,949.68</b>	<b>240.5</b>

<sup>1</sup>Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

<sup>2</sup>Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

<sup>3</sup>Depreciation and amortization are not budgeted items.

<sup>4</sup>Transfers Out: For M2 Project I and Project J expense reimbursements.

<sup>5</sup>Litigation settlement was accrued, the negative will be offset once the litigation payment is issued.

## Capital Asset Activity

During the nine months ending March 31, 2022, capital asset activities included payment of \$663,993 attributing to the Electronic Toll and Traffic Management system project and \$441,449 to the back-office system project.



# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 Express Lanes for March 2022 was 1,434,476. This represents a daily average of 46,273 vehicles. This is a 16.6 percent increase in total traffic volume from the same period last year, which totaled 1,230,614 and was the thirteenth month of the State of California's stay-at-home orders due to the coronavirus (COVID-19) pandemic. Potential toll revenue for March was \$5,591,791, which represents an increase of 34.8 percent from the prior year's total of \$4,147,141. Carpool percentage for March was 21.2 percent as compared to the previous year's rate of 19.2 percent. As compared to March 2019, traffic volume increased by 9.4 percent and revenue increased by 9.7 percent.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 Express Lanes and associated potential revenue for the month of March 2022.

### Current Month-to-Date as of March 31, 2022

Trips	MAR-22 MTD Actual	Stantec MTD Projected	# Variance	% Variance	MAR-21 MTD Actual	Yr 22-to-Yr 21 % Variance	MAR-19 MTD Actual	Yr 22-to-Yr 19 % Variance
Full Toll Lanes	1,130,257	999,443	130,814	13.1%	994,294	13.7%	991,552	14.0%
3+ Lanes	304,219	355,543	(51,324)	(14.4%)	236,320	28.7%	319,383	(4.7%)
Total Gross Trips	1,434,476	1,354,986	79,490	5.9%	1,230,614	16.6%	1,310,935	9.4%
<b>Revenue</b>								
Full Toll Lanes	\$5,529,300	\$4,438,457	\$1,090,843	24.6%	\$4,107,544	34.6%	\$5,057,871	9.3%
3+ Lanes	\$62,492	\$0	\$62,492		\$39,597	57.8%	\$40,979	52.5%
Total Gross Revenue	\$5,591,791	\$4,438,457	\$1,153,334	26.0%	\$4,147,141	34.8%	\$5,098,850	9.7%
<b>Average Revenue per Trip</b>								
Average Full Toll Lanes	\$4.89	\$4.44	\$0.45	10.1%	\$4.13	18.4%	\$5.10	(4.1%)
Average 3+ Lanes	\$0.21	\$0.00	\$0.21		\$0.17	23.5%	\$0.13	61.5%
Average Gross Revenue	\$3.90	\$3.28	\$0.62	18.9%	\$3.37	15.7%	\$3.89	0.3%

The 2022 fiscal year-to-date traffic volume increased by 40.2 percent and potential toll revenue increased by 54.6 percent, when compared with the same period last year. Year-to-date average revenue per-trip is \$3.75.

Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the months of July 2021 through March 2022.

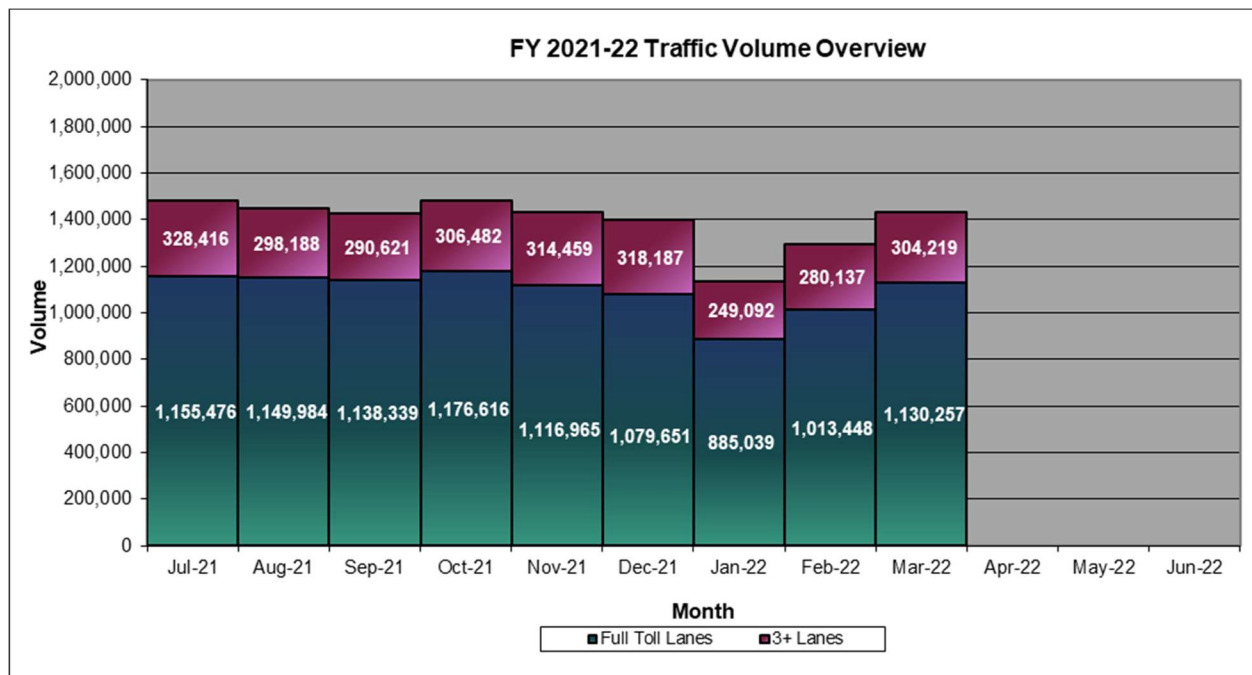
#### FY 2021-22 Year-to-Date as of March 31, 2022

Trips	FY 2021-22 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2020-21 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	9,845,788	8,390,286	1,455,502	17.3%	7,111,368	38.5%
3+ Lanes	2,689,805	2,959,371	(269,566)	(9.1%)	1,827,633	47.2%
Total Gross Trips	12,535,593	11,349,657	1,185,936	10.4%	8,939,001	40.2%
<b>Revenue</b>						
Full Toll Lanes	\$46,624,568	\$36,582,443	\$10,042,125	27.5%	\$30,078,305	55.0%
3+ Lanes	\$385,457	\$0	\$385,457		\$320,525	20.3%
Total Gross Revenue	\$47,010,025	\$36,582,443	\$10,427,582	28.5%	\$30,398,831	54.6%
<b>Average Revenue per Trip</b>						
Average Full Toll Lanes	\$4.74	\$4.36	\$0.38	8.7%	\$4.23	12.1%
Average 3+ Lanes	\$0.14	\$0.00	\$0.14		\$0.18	(22.2%)
Average Gross Revenue	\$3.75	\$3.22	\$0.53	16.5%	\$3.40	10.3%

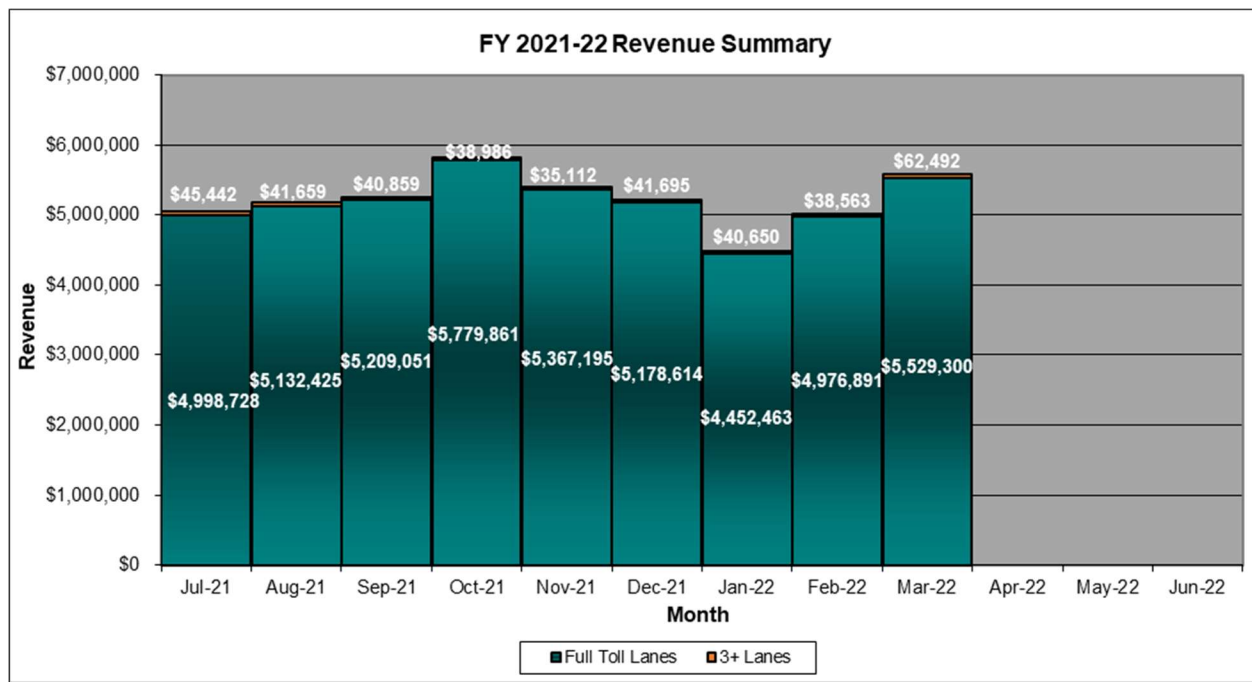


## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



## RCTC PEAK-HOUR VOLUMES

In March, no toll rates were adjusted. RCTC evaluates traffic volumes for peak period hours and adjusts rates according to the toll rate policy.

## RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 02/28/22					Tuesday 03/01/22					Wednesday 03/02/22					Thursday 03/03/22					Friday 03/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500						\$7.05	176	1029	1,205	E	\$9.15	199	1036	1,235	E	\$12.25	193	1,107	1,300	E	\$26.80	241	936	1,177	D
1500 - 1600						\$9.80	239	948	1,187	D	\$12.85	246	958	1,204	E	\$16.60	243	959	1,202	E	\$26.50	267	888	1,155	D
1600 - 1700						\$5.45	209	995	1,204	E	\$5.45	191	943	1,134	D	\$7.75	199	979	1,178	D	\$15.60	238	887	1,125	D
1700 - 1800						\$5.45	183	834	1,017	D	\$5.45	190	940	1,130	D	\$5.45	221	923	1,144	D	\$7.05	237	875	1,112	D
1800 - 1900						\$5.45	269	853	1,122	D	\$5.45	250	864	1,114	D	\$5.45	222	893	1,115	D	\$5.45	247	712	959	C
1900 - 2000						\$4.25	251	780	1,031	D	\$4.25	271	778	1,049	D	\$5.45	281	933	1,214	E	\$4.25	232	583	815	C

PM Time	Monday 03/07/22					Tuesday 03/08/22					Wednesday 03/09/22					Thursday 03/10/22					Friday 03/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	177	1,008	1,185	D	\$7.05	165	1035	1,200	D	\$9.15	220	1075	1,295	E	\$12.25	218	1,083	1,301	F	\$26.80	285	1,053	1,338	F
1500 - 1600	\$7.75	251	921	1,172	D	\$9.80	225	982	1,207	E	\$12.85	243	1001	1,244	E	\$16.60	256	949	1,205	E	\$26.50	273	906	1,179	D
1600 - 1700	\$5.45	187	921	1,108	D	\$5.45	189	979	1,168	D	\$5.45	211	1010	1,221	E	\$7.75	211	980	1,191	D	\$15.60	247	928	1,175	D
1700 - 1800	\$5.45	183	865	1,048	D	\$5.45	177	939	1,116	D	\$5.45	226	896	1,122	D	\$5.45	225	938	1,163	D	\$7.05	225	877	1,102	D
1800 - 1900	\$5.45	254	759	1,013	D	\$5.45	206	891	1,097	D	\$5.45	245	835	1,080	D	\$5.45	260	815	1,075	D	\$5.45	256	750	1,006	D
1900 - 2000	\$2.30	212	578	790	B	\$4.25	215	695	910	C	\$4.25	206	754	960	C	\$5.45	255	739	994	C	\$4.25	229	633	862	C

PM Time	Monday 03/14/22					Tuesday 03/15/22					Wednesday 03/16/22					Thursday 03/17/22					Friday 03/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	184	957	1,141	D	\$7.05	185	972	1,157	D	\$9.15	191	1,105	1,296	E	\$12.25	190	1,062	1,252	E	\$26.80	206	875	1,081	D
1500 - 1600	\$7.75	253	953	1,206	E	\$9.80	251	974	1,225	E	\$12.85	211	1,020	1,231	E	\$16.60	235	1,008	1,243	E	\$26.50	272	989	1,261	E
1600 - 1700	\$5.45	200	969	1,169	D	\$5.45	207	988	1,195	D	\$5.45	214	1,022	1,236	E	\$7.75	216	992	1,208	E	\$15.60	254	933	1,187	D
1700 - 1800	\$5.45	223	888	1,111	D	\$5.45	202	917	1,119	D	\$5.45	192	895	1,087	D	\$5.45	217	988	1,205	E	\$7.05	257	979	1,236	E
1800 - 1900	\$5.45	253	811	1,064	D	\$5.45	212	916	1,128	D	\$5.45	228	863	1,091	D	\$5.45	220	925	1,145	D	\$5.45	262	847	1,109	D
1900 - 2000	\$2.30	147	456	603	B	\$4.25	142	615	757	B	\$4.25	238	802	1,040	D	\$5.45	228	657	885	C	\$4.25	258	698	956	C

PM Time	Monday 03/21/22					Tuesday 03/22/22					Wednesday 03/23/22					Thursday 03/24/22					Friday 03/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	217	1,110	1,327	F	\$7.05	192	942	1,134	D	\$9.15	235	1,032	1,267	E	\$12.25	255	1,083	1,338	F	\$26.80	353	1,044	1,397	F
1500 - 1600	\$7.75	268	876	1,144	D	\$9.80	286	1,021	1,307	F	\$12.85	298	945	1,243	E	\$16.60	313	988	1,301	F	\$26.50	366	933	1,299	E
1600 - 1700	\$5.45	222	968	1,190	D	\$5.45	227	871	1,098	D	\$5.45	222	907	1,129	D	\$7.75	251	949	1,200	D	\$15.60	320	943	1,263	E
1700 - 1800	\$5.45	242	948	1,190	D	\$5.45	210	861	1,071	D	\$5.45	268	959	1,227	E	\$5.45	216	955	1,171	D	\$7.05	311	1,017	1,328	F
1800 - 1900	\$5.45	273	759	1,032	D	\$5.45	268	784	1,052	D	\$5.45	304	873	1,177	D	\$5.45	289	846	1,135	D	\$5.45	385	1,012	1,397	F
1900 - 2000	\$2.30	177	492	669	B	\$4.25	321	743	1,064	D	\$4.25	273	679	952	C	\$5.45	333	837	1,170	D	\$4.25	362	909	1,271	E

PM Time	Monday 03/28/22					Tuesday 03/29/22					Wednesday 03/30/22					Thursday 03/31/22					Friday 04/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	191	914	1,105	D	\$7.05	192	940	1,132	D	\$9.15	217	1,018	1,235	E	\$12.25	198	1,075	1,273	E					
1500 - 1600	\$7.75	231	779	1,010	D	\$9.80	254	960	1,214	E	\$12.85	272	984	1,256	E	\$16.60	275	937	1,212	E					
1600 - 1700	\$5.45	155	672	827	C	\$5.45	201	966	1,167	D	\$5.45	229	987	1,216	E	\$7.75	241	954	1,195	D					
1700 - 1800	\$5.45	145	554	699	B	\$5.45	181	857	1,038	D	\$5.45	218	911	1,129	D	\$5.45	206	904	1,110	D					
1800 - 1900	\$5.45	135	445	580	B	\$5.45	223	719	942	C	\$5.45	260	839	1,099	D	\$5.45	281	872	1,153	D					
1900 - 2000	\$2.30	150	384	534	B	\$4.25	190	464	654	B	\$4.25	245	594	839	C	\$5.45	248	604	852	C					

**Eastbound PM Peak - County Line to 15 SB Ontario**

PM Time	Monday 02/28/22					Tuesday 03/01/22					Wednesday 03/02/22					Thursday 03/03/22					Friday 03/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500						\$5.45	126	784	910	C	\$5.45	133	808	941	C	\$5.45	134	776	910	C	\$5.45	128	680	808	C
1500 - 1600						\$5.45	106	665	771	B	\$5.45	115	702	817	C	\$5.45	122	763	885	C	\$5.45	107	565	672	B
1600 - 1700						\$5.45	104	644	748	B	\$5.45	108	623	731	B	\$5.45	79	741	820	C	\$3.00	122	566	688	B
1700 - 1800						\$3.00	84	601	685	B	\$3.00	101	636	737	B	\$3.00	136	749	885	C	\$3.00	113	574	687	B
1800 - 1900						\$3.00	151	661	812	C	\$3.00	146	631	777	B	\$3.00	130	774	904	C	\$3.00	113	500	613	B
1900 - 2000						\$3.00	180	619	799	B	\$3.00	202	626	828	C	\$3.00	181	781	962	C	\$3.00	138	381	519	B

PM Time	Monday 03/07/22					Tuesday 03/08/22					Wednesday 03/09/22					Thursday 03/10/22					Friday 03/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	122	681	803	C	\$5.45	93	807	900	C	\$5.45	128	779	907	C	\$5.45	129	752	881	C	\$5.45	156	718	874	C
1500 - 1600	\$5.45	126	663	789	B	\$5.45	94	675	769	B	\$5.45	131	667	798	B	\$5.45	108	670	778	B	\$5.45	120	656	776	B
1600 - 1700	\$3.00	110	628	738	B	\$5.45	109	701	810	C	\$5.45	117	605	722	B	\$5.45	115	633	748	B	\$3.00	128	599	727	B
1700 - 1800	\$3.00	115	671	786	B	\$3.00	109	627	736	B	\$3.00	102	604	706	B	\$3.00	122	644	766	B	\$3.00	111	592	703	B
1800 - 1900	\$3.00	171	573	744	B	\$3.00	122	613	735	B	\$3.00	131	615	746	B	\$3.00	143	649	792	B	\$3.00	137	577	714	B
1900 - 2000	\$3.00	105	418	523	B	\$3.00	132	580	712	B	\$3.00	134	562	696	B	\$3.00	151	650	801	C	\$3.00	158	445	603	B

PM Time	Monday 03/14/22					Tuesday 03/15/22					Wednesday 03/16/22					Thursday 03/17/22					Friday 03/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	122	622	744	B	\$5.45	118	813	931	C	\$5.45	127	804	931	C	\$5.45	110	767	877	C	\$5.45	114	625	739	B
1500 - 1600	\$5.45	119	707	826	C	\$5.45	106	691	797	B	\$5.45	103	726	829	C	\$5.45	91	647	738	B	\$5.45	88	620	708	B
1600 - 1700	\$3.00	107	579	686	B	\$5.45	103	635	738	B	\$5.45	100	586	686	B	\$5.45	112	618	730	B	\$3.00	114	649	763	B
1700 - 1800	\$3.00	136	631	767	B	\$3.00	124	665	789	B	\$3.00	116	577	693	B	\$3.00	96	637	733	B	\$3.00	130	574	704	B
1800 - 1900	\$3.00	117	566	683	B	\$3.00	108	647	755	B	\$3.00	107	612	719	B	\$3.00	122	682	804	C	\$3.00	142	546	688	B
1900 - 2000	\$3.00	107	369	476	B	\$3.00	90	485	575	B	\$3.00	139	583	722	B	\$3.00	132	465	597	B	\$3.00	144	477	621	B

PM Time	Monday 03/21/22					Tuesday 03/22/22					Wednesday 03/23/22					Thursday 03/24/22					Friday 03/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	130	721	851	C	\$5.45	147	711	858	C	\$5.45	124	793	917	C	\$5.45	151	750	901	C	\$5.45	154	649	803	C
1500 - 1600	\$5.45	111	617	728	B	\$5.45	114	674	788	B	\$5.45	136	671	807	C	\$5.45	102	649	751	B	\$5.45	188	573	761	B
1600 - 1700	\$3.00	115	660	775	B	\$5.45	109	615	724	B	\$5.45	92	648	740	B	\$5.45	115	611	726	B	\$3.00	140	601	741	B
1700 - 1800	\$3.00	125	640	765	B	\$3.00	151	582	733	B	\$3.00	104	618	722	B	\$3.00	109	569	678	B	\$3.00	129	573	702	B
1800 - 1900	\$3.00	115	573	688	B	\$3.00	118	555	673	B	\$3.00	136	632	768	B	\$3.00	136	565	701	B	\$3.00	165	514	679	B
1900 - 2000	\$3.00	97	375	472	B	\$3.00	152	583	735	B	\$3.00	157	530	687	B	\$3.00	155	621	776	B	\$3.00	158	493	651	B

PM Time	Monday 03/28/22					Tuesday 03/29/22					Wednesday 03/30/22					Thursday 03/31/22					Friday 04/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	136	688	824	C	\$5.45	131	636	767	B	\$5.45	135	702	837	C	\$5.45	122	751	873	C					
1500 - 1600	\$5.45	124	582	706	B	\$5.45	104	690	794	B	\$5.45	130	643	773	B	\$5.45	162	648	810	C					
1600 - 1700	\$3.00	110	535	645	B	\$5.45	129	706	835	C	\$5.45	150	625	775	B	\$5.45	111	658	769	B					
1700 - 1800	\$3.00	94	486	580	B	\$3.00	107	660	767	B	\$3.00	141	647	788	B	\$3.00	126	597	723	B					
1800 - 1900	\$3.00	73	308	381	A	\$3.00	142	537	679	B	\$3.00	139	562	701	B	\$3.00	172	571	743	B					
1900 - 2000	\$3.00	82	286	368	A	\$3.00	112	373	485	B	\$3.00	181	482	663	B	\$3.00	156	460	616	B					

## RCTC WESTBOUND PEAK-HOUR VOLUMES

### Westbound AM Peak - McKinley to County Line

AM Time	Monday 02/28/22					Tuesday 03/01/22					Wednesday 03/02/22					Thursday 03/03/22					Friday 03/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500						\$2.30	190	434	624	B	\$2.30	168	435	603	B	\$2.30	169	463	632	B	\$2.30	141	329	470	B
0500 - 0600						\$11.20	351	1185	1,536	F	\$11.20	317	1132	1,449	F	\$9.45	360	1,147	1,507	F	\$5.45	291	871	1,162	D
0600 - 0700						\$18.30	322	1336	1,658	F	\$18.30	355	1335	1,690	F	\$17.30	334	1,357	1,691	F	\$10.45	309	971	1,280	E
0700 - 0800						\$14.30	342	1343	1,685	F	\$14.30	310	1239	1,549	F	\$13.30	310	1,303	1,613	F	\$8.70	279	893	1,172	D
0800 - 0900						\$9.70	157	1300	1,457	F	\$9.70	171	1010	1,181	D	\$8.70	191	1,167	1,358	F	\$5.45	118	831	949	C
0900 - 1000						\$5.45	171	1114	1,285	E	\$5.45	155	956	1,111	D	\$5.45	157	931	1,088	D	\$4.25	152	717	869	C

1533

AM Time	Monday 03/07/22					Tuesday 03/08/22					Wednesday 03/09/22					Thursday 03/10/22					Friday 03/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	176	431	607	B	\$2.30	177	428	605	B	\$2.30	191	434	625	B	\$2.30	175	504	679	B	\$2.30	173	363	536	B
0500 - 0600	\$11.20	341	1,113	1,454	F	\$11.20	385	1126	1,511	F	\$11.20	388	1100	1,488	F	\$9.45	333	1,086	1,419	F	\$5.45	312	946	1,258	E
0600 - 0700	\$17.30	338	1,300	1,638	F	\$18.30	356	1375	1,731	F	\$18.30	373	1249	1,622	F	\$17.30	353	1,380	1,733	F	\$10.45	296	1,115	1,411	F
0700 - 0800	\$13.60	317	1,257	1,574	F	\$14.30	373	1297	1,670	F	\$14.30	362	1254	1,616	F	\$13.30	316	1,314	1,630	F	\$8.70	317	844	1,161	D
0800 - 0900	\$8.70	155	1,191	1,346	E	\$9.70	170	1149	1,319	E	\$9.70	193	1090	1,283	E	\$8.70	172	1,104	1,276	E	\$5.45	159	875	1,034	D
0900 - 1000	\$4.25	179	1,005	1,184	D	\$5.45	160	819	979	C	\$5.45	164	1005	1,169	D	\$5.45	155	854	1,009	D	\$4.25	161	807	968	C

AM Time	Monday 03/14/22					Tuesday 03/15/22					Wednesday 03/16/22					Thursday 03/17/22					Friday 03/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	149	414	563	B	\$2.30	189	419	608	B	\$2.30	198	375	573	B	\$2.30	188	400	588	B	\$2.30	162	341	503	B
0500 - 0600	\$11.20	335	1,048	1,383	F	\$11.20	378	1,063	1,441	F	\$11.20	366	1,027	1,393	F	\$9.45	427	1,100	1,527	F	\$5.45	327	928	1,255	E
0600 - 0700	\$17.30	325	1,213	1,538	F	\$18.30	303	1,276	1,579	F	\$18.30	372	1,215	1,587	F	\$17.30	358	1,199	1,557	F	\$10.45	327	1,009	1,336	E
0700 - 0800	\$13.60	316	1,147	1,463	F	\$14.30	326	1,180	1,506	F	\$14.30	327	1,161	1,488	F	\$13.30	310	1,061	1,371	F	\$8.70	229	657	886	C
0800 - 0900	\$8.70	135	992	1,127	D	\$9.70	135	1,128	1,263	E	\$9.70	153	917	1,070	D	\$8.70	188	992	1,180	D	\$5.45	150	945	1,095	D
0900 - 1000	\$4.25	120	810	930	C	\$5.45	138	933	1,071	D	\$5.45	139	1,077	1,216	E	\$5.45	145	897	1,042	D	\$4.25	146	736	882	C

AM Time	Monday 03/21/22					Tuesday 03/22/22					Wednesday 03/23/22					Thursday 03/24/22					Friday 03/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	187	415	602	B	\$2.30	172	413	585	B	\$2.30	172	400	572	B	\$2.30	163	404	567	B	\$2.30	156	326	482	B
0500 - 0600	\$11.20	341	1,099	1,440	F	\$11.20	342	1,095	1,437	F	\$11.20	383	1,068	1,451	F	\$9.45	402	1,050	1,452	F	\$5.45	343	903	1,246	E
0600 - 0700	\$17.30	343	1,218	1,561	F	\$18.30	311	1,297	1,608	F	\$18.30	376	1,205	1,581	F	\$17.30	353	1,219	1,572	F	\$10.45	300	1,017	1,317	E
0700 - 0800	\$13.60	287	1,128	1,415	F	\$14.30	357	1,101	1,458	F	\$14.30	312	1,108	1,420	F	\$13.30	336	1,045	1,381	F	\$8.70	290	836	1,126	D
0800 - 0900	\$8.70	196	984	1,180	D	\$9.70	238	1,003	1,241	E	\$9.70	219	945	1,164	D	\$8.70	194	979	1,173	D	\$5.45	179	792	971	C
0900 - 1000	\$4.25	189	910	1,099	D	\$5.45	232	939	1,171	D	\$5.45	238	837	1,075	D	\$5.45	224	819	1,043	D	\$4.25	223	729	952	C

AM Time	Monday 03/28/22					Tuesday 03/29/22					Wednesday 03/30/22					Thursday 03/31/22					Friday 04/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	130	339	469	B	\$2.30	154	369	523	B	\$2.30	176	353	529	B	\$2.30	207	827	1,034	D					
0500 - 0600	\$11.20	255	873	1,128	D	\$11.20	317	1,109	1,426	F	\$11.20	376	1,026	1,402	F	\$9.45	281	1,313	1,594	F					
0600 - 0700	\$17.30	252	890	1,142	D	\$18.30	330	1,171	1,501	F	\$18.30	358	1,202	1,560	F	\$17.30	267	1,381	1,648	F					
0700 - 0800	\$13.60	228	829	1,057	D	\$14.30	336	1,066	1,402	F	\$14.30	364	1,137	1,501	F	\$13.30	408	1,275	1,683	F					
0800 - 0900	\$8.70	129	777	906	C	\$9.70	206	989	1,195	D	\$9.70	206	985	1,191	D	\$8.70	306	1,384	1,690	F					
0900 - 1000	\$4.25	139	646	785	B	\$5.45	176	742	918	C	\$5.45	197	816	1,013	D	\$5.45	253	1,313	1,566	F					

**Westbound AM Peak - I-15 North to County Line**

	Monday 02/28/22					Tuesday 03/01/22					Wednesday 03/02/22					Thursday 03/03/22					Friday 03/04/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500						\$3.00	153	485	638	B	\$3.00	145	497	642	B	\$3.00	154	454	608	B	\$3.00	114	358	472	B
0500 - 0600						\$7.00	193	1169	1,362	E	\$7.00	211	1109	1,320	E	\$7.00	195	1,114	1,309	E	\$5.45	189	873	1,062	D
0600 - 0700						\$9.00	208	1244	1,452	F	\$9.00	215	1185	1,400	E	\$9.00	220	1,219	1,439	F	\$7.00	219	976	1,195	D
0700 - 0800						\$9.00	181	1190	1,371	E	\$9.00	170	1156	1,326	E	\$9.00	169	1,159	1,328	E	\$7.00	138	878	1,016	D
0800 - 0900						\$7.00	107	1035	1,142	D	\$7.00	119	964	1,083	D	\$7.00	109	1,071	1,180	D	\$5.45	85	731	816	C
0900 - 1000						\$5.45	144	966	1,110	D	\$5.45	123	869	992	C	\$5.45	121	917	1,038	D	\$3.00	109	643	752	B

	Monday 03/07/22					Tuesday 03/08/22					Wednesday 03/09/22					Thursday 03/10/22					Friday 03/11/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	166	462	628	B	\$3.00	177	432	609	B	\$3.00	162	457	619	B	\$3.00	129	481	610	B	\$3.00	136	342	478	B
0500 - 0600	\$7.00	251	1,085	1,336	E	\$7.00	218	1065	1,283	E	\$7.00	247	1070	1,317	E	\$7.00	214	1,125	1,339	E	\$5.45	190	904	1,094	D
0600 - 0700	\$9.00	208	1,202	1,410	F	\$9.00	227	1205	1,432	F	\$9.00	247	1174	1,421	F	\$9.00	230	1,189	1,419	F	\$7.00	227	981	1,208	E
0700 - 0800	\$9.00	179	1,134	1,313	E	\$9.00	175	1124	1,299	E	\$9.00	228	1117	1,345	E	\$9.00	197	1,094	1,291	E	\$7.00	178	930	1,108	D
0800 - 0900	\$7.00	97	1,050	1,147	D	\$7.00	132	970	1,102	D	\$7.00	141	1018	1,159	D	\$7.00	127	1,049	1,176	D	\$5.45	123	834	957	C
0900 - 1000	\$5.45	137	917	1,054	D	\$5.45	108	869	977	C	\$5.45	131	926	1,057	D	\$5.45	118	731	849	C	\$3.00	97	664	761	B

	Monday 03/14/22					Tuesday 03/15/22					Wednesday 03/16/22					Thursday 03/17/22					Friday 03/18/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	121	455	576	B	\$3.00	145	419	564	B	\$3.00	168	453	621	B	\$3.00	165	412	577	B	\$3.00	129	380	509	B
0500 - 0600	\$7.00	215	1,012	1,227	E	\$7.00	240	1,098	1,338	E	\$7.00	258	1,049	1,307	E	\$7.00	248	1,032	1,280	E	\$5.45	186	868	1,054	D
0600 - 0700	\$9.00	218	1,170	1,388	E	\$9.00	220	1,231	1,451	F	\$9.00	240	1,157	1,397	E	\$9.00	238	1,135	1,373	E	\$7.00	231	917	1,148	D
0700 - 0800	\$9.00	168	1,045	1,213	E	\$9.00	160	1,129	1,289	E	\$9.00	193	1,062	1,255	E	\$9.00	200	1,045	1,245	E	\$7.00	160	888	1,048	D
0800 - 0900	\$7.00	116	999	1,115	D	\$7.00	89	1,082	1,171	D	\$7.00	103	966	1,069	D	\$7.00	102	1,051	1,153	D	\$5.45	102	789	891	C
0900 - 1000	\$5.45	97	772	869	C	\$5.45	101	832	933	C	\$5.45	124	858	982	C	\$5.45	122	875	997	C	\$3.00	124	691	815	C

	Monday 03/21/22					Tuesday 03/22/22					Wednesday 03/23/22					Thursday 03/24/22					Friday 03/25/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	158	468	626	B	\$3.00	150	464	614	B	\$3.00	150	436	586	B	\$3.00	146	414	560	B	\$3.00	146	348	494	B
0500 - 0600	\$7.00	199	1,055	1,254	E	\$7.00	225	1,060	1,285	E	\$7.00	243	1,006	1,249	E	\$7.00	259	1,030	1,289	E	\$5.45	227	888	1,115	D
0600 - 0700	\$9.00	208	1,153	1,361	E	\$9.00	237	1,242	1,479	F	\$9.00	237	1,123	1,360	E	\$9.00	240	1,091	1,331	E	\$7.00	214	887	1,101	D
0700 - 0800	\$9.00	161	1,074	1,235	E	\$9.00	209	1,082	1,291	E	\$9.00	206	1,050	1,256	E	\$9.00	212	1,041	1,253	E	\$7.00	153	859	1,012	D
0800 - 0900	\$7.00	121	934	1,055	D	\$7.00	138	1,010	1,148	D	\$7.00	100	980	1,080	D	\$7.00	133	1,003	1,136	D	\$5.45	92	820	912	C
0900 - 1000	\$5.45	112	732	844	C	\$5.45	122	807	929	C	\$5.45	139	948	1,087	D	\$5.45	132	880	1,012	D	\$3.00	120	661	781	B

	Monday 03/28/22					Tuesday 03/29/22					Wednesday 03/30/22					Thursday 03/31/22					Friday 04/01/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	138	402	540	B	\$3.00	142	418	560	B	\$3.00	160	390	550	B	\$3.00	160	541	701	B					
0500 - 0600	\$7.00	163	860	1,023	D	\$7.00	185	1,024	1,209	E	\$7.00	239	1,042	1,281	E	\$7.00	197	1,140	1,337	E					
0600 - 0700	\$9.00	174	962	1,136	D	\$9.00	244	1,134	1,378	E	\$9.00	264	1,126	1,390	E	\$9.00	216	1,203	1,419	F					
0700 - 0800	\$9.00	154	908	1,062	D	\$9.00	220	1,117	1,337	E	\$9.00	235	1,157	1,392	E	\$9.00	295	1,245	1,540	F					
0800 - 0900	\$7.00	125	732	857	C	\$7.00	145	943	1,088	D	\$7.00	169	931	1,100	D	\$7.00	188	1,171	1,359	E					
0900 - 1000	\$5.45	104	575	679	B	\$5.45	154	761	915	C	\$5.45	164	795	959	C	\$5.45	177	835	1,012	D					

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## RCTC OPERATIONAL HIGHLIGHTS

### **On-Road Operations**

RCTC Freeway Service Patrol responded to 90 calls during the month of March. Of those calls, 76 were to assist disabled vehicles, 4 calls to remove debris, and 10 were in response to accidents that affected the Express Lanes.

### **91 Express Lanes BOS Development Update**

Over the weekend of March 4, Cofiroute USA, LLC (CUSA) began implementation and cutover activities for the new BOS for the 91 Express Lanes for both Orange and Riverside counties. On March 7th, the back-office system went live and began processing transactions received from the Electronic Toll and Traffic Management (ETTM) systems. CUSA, in addition to OCTA, Riverside County Transportation Commission, and project consultant staff, have been continuously monitoring the system and actively implementing fixes for any issues that arise. In addition to the back-office system going live on March 7th, the new 91 Express Lanes' website was launched.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes Operating Statement

Description	YTD as of : <b>3/31/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 40,036,797.68	\$ 26,876,250.00	\$ 13,160,547.68	49.0
Fee Revenue	4,518,996.15	4,287,675.00	231,321.15	5.4
<b>Total operating revenues</b>	<b>44,555,793.83</b>	<b>31,163,925.00</b>	<b>13,391,868.83</b>	<b>43.0</b>
<b>Operating expenses:</b>				
Salaries and Benefits	438,265.78	639,600.00	201,334.22	31.5
Legal Services	46,771.96	156,525.00	109,753.04	70.1
Advisory Services	34,540.19	3,750.00	(30,790.19)	(821.1)
Audit and Accounting Fees	29,775.00	27,000.00	(2,775.00)	(10.3)
Service Fees	-	14,025.00	14,025.00	100.0
Other Professional Services	374,339.57	941,850.00	567,510.43	60.3
Lease Expense	203,737.51	239,325.00	35,587.49	14.9
Operations	1,380,454.82	2,713,350.00	1,332,895.18	49.1
Utilities	16,140.18	48,825.00	32,684.82	66.9
Supplies and Materials	9,857.07	25,125.00	15,267.93	60.8
Membership and Subscription Fees	14,498.00	22,500.00	8,002.00	35.6
Office Equipment & Furniture (Non-Capital)	-	60,000.00	60,000.00	100.0
Maintenance/Repairs	146,639.45	231,450.00	84,810.55	36.6
Training Seminars and Conferences	5,919.66	1,200.00	(4,719.66)	(393.3)
Transportation Expenses	287.90	1,875.00	1,587.10	84.6
Lodging	651.78	975.00	323.22	33.2
Meals	130.00	2,250.00	2,120.00	94.2
Other Staff Expenses	174.51	225.00	50.49	22.4
Advertising	-	161,250.00	161,250.00	100.0
Program Management	31,882.29	62,325.00	30,442.71	48.8
Program Operations	4,430,442.80	6,280,650.00	1,850,207.20	29.5
Litigation Settlement	687.06	-	(687.06)	N/A
Furniture & Equipment	-	56,250.00	56,250.00	100.0
Improvements	24,997.50	41,250.00	16,252.50	39.4
Bad Debt Expense	76,390.63	-	(76,390.63)	N/A
<b>Total operating expenses</b>	<b>7,266,583.66</b>	<b>11,731,575.00</b>	<b>4,464,991.34</b>	<b>38.1</b>
<b>Operating income (loss)</b>	<b>37,289,210.17</b>	<b>19,432,350.00</b>	<b>17,856,860.17</b>	<b>91.9</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(333,053.85)	112,125.00	(445,178.85)	397.0
Other Miscellaneous Revenue	39,073.64	-	39,073.64	N/A
Loss on Refunding	(6,733,662.41)	-	(6,733,662.41)	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(19,365,473.54)	(6,780,675.00)	(12,584,798.54)	185.6
<b>Total nonoperating revenues (expenses)</b>	<b>(26,393,116.16)</b>	<b>(6,668,550.00)</b>	<b>(19,724,566.16)</b>	<b>(295.8)</b>
Transfers In	-	-	-	N/A
Transfers Out	(167,221.19)	(806,025.00)	638,803.81	(79.3)
<b>Net income (loss)</b>	<b>\$ 10,728,872.82</b>	<b>\$ 11,957,775.00</b>	<b>\$ (1,228,902.18)</b>	<b>(10.3)</b>

<sup>1</sup> Unaudited

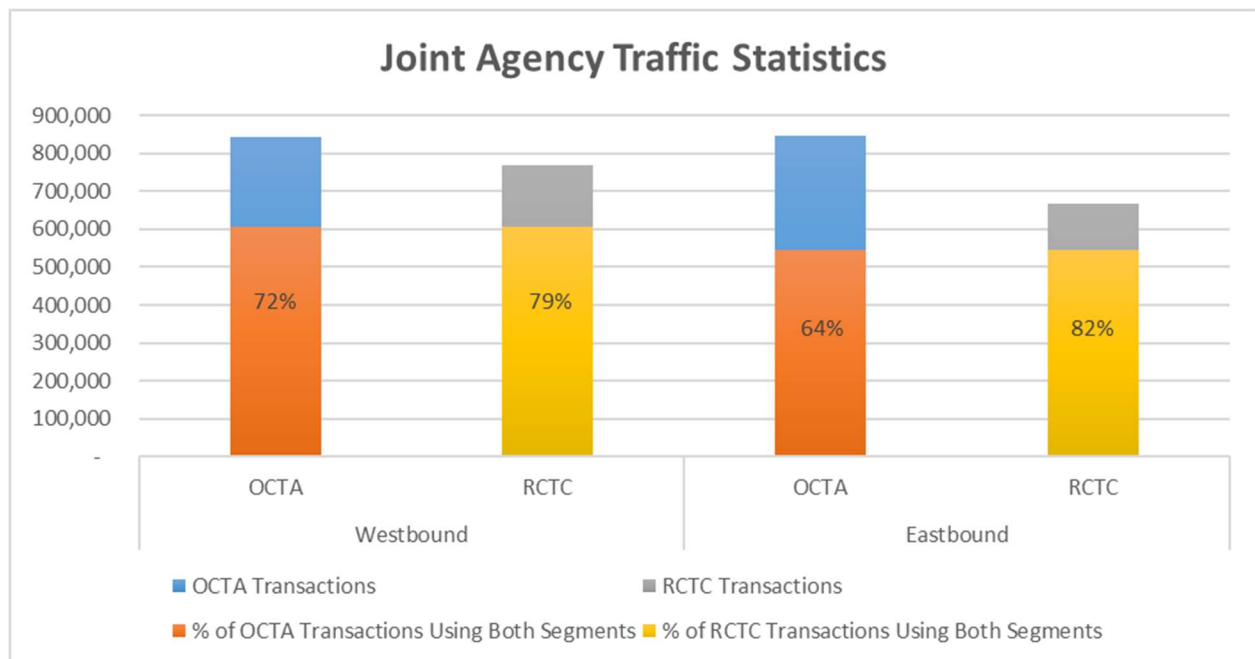
## JOINT AGENCY TRIP AND REVENUE STATISTICS

### MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING March 31, 2022

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
<b>Westbound</b>				
OCTA	843,224	605,202	72%	\$2,365,751.90
RCTC	767,114	605,202	79%	\$3,189,607.79
<b>Eastbound</b>				
OCTA	847,327	546,211	64%	\$2,938,669.49
RCTC	667,362	546,211	82%	\$2,402,183.55

## JOINT AGENCY TRAFFIC STATISTICS





## JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	Mar 2022 PERFORMANCE
<b>Customer Service</b>			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	67% answered within 60 seconds
Abandon Percentage	Monthly	4 % <=	9%
Customer Satisfaction Score	Monthly	4.5=>	4.88
First Contact Resolution	Monthly	85% of calls resolved on first contact	94%
<b>Timeliness of Case Resolution</b>	Monthly	90% of cases resolved in 1 day	57%
	Monthly	98% of cases resolved within 5 days	98%
<b>Mail Performance</b>			
Processing of Returned Mail	Monthly	Per Business Day in which 90% of returned mail is processed within three (3) Business Days	95%
	Monthly	Per Business Day in which 100% of returned mail is not processed within ten (10) Business Days	100%
Research and resolve unidentified Payments	Monthly	100% of all unidentified payments are completely and accurately resolved within five (5) Business Days	100%
Payment Processing	Monthly	Per Business Day in which 100% of payments are processed within two (2) Business Day	98%
<b>Accounting</b>			
Customer Refunds Processed	Monthly	Per Business Day in which 100% of all refunds are not completely and accurately issued within five (5) Business Days	100%

Performance KPI's for Service Level, Abandon Calls and, Case resolution were not achieved due to several events associated with the cutover to the new systems. Customers were not able to self-serve their accounts during the Go Live period, which increased the call volume to over 5,000 calls per day on the first two days of cut-over. This increased volume, as well as other technical issues affected CUSA ability to meet some of service level requirements.

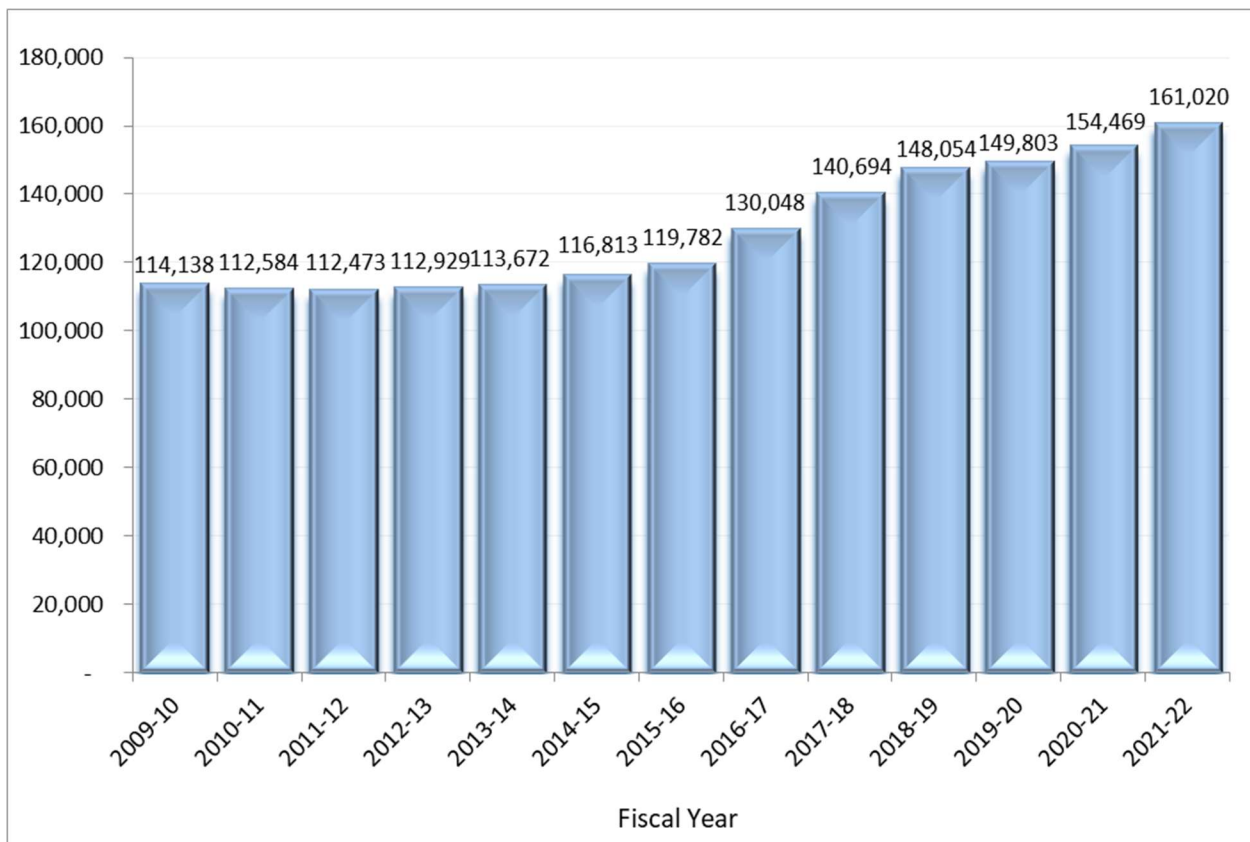
## JOINT AGENCY TRANSPONDER DISTRIBUTION

T21 TRANSPONDER DISTRIBUTION	March-22		February-22		FY 2021-22	
	Tags	% of Total	Tags	% of Total	Average To-Date	
<b>Issued</b>						
To New Accounts	0		0		0	
Additional Tags to Existing Accounts	0		0		0	
Replacement Transponders	0		0		0	
Total Issued	0		0		0	
<b>Returned</b>						
Account Closures	2	40.0%	4	0.4%	5	0.6%
Accounts Down sizing	3	60.0%	1,067	99.6%	543	72.6%
Defective Transponders					200	26.8%
Total Returned	5		1,071		748	

6C TRANSPONDER DISTRIBUTION	March-22		February-22		FY 2021-22	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	130	8.2%	1,517	25.0%	5,667	62.4%
Additional Tags to Existing Accounts	1,447	91.8%	4,547	74.9%	3,404	37.5%
Replacement Transponders	0	0.0%	3	0.0%	9	0.1%
Total Issued	1,577		6,067		9,080	
Returned						
Account Closures						
Accounts Downsizing						
Defective Transponders						
Total Returned						

At the end of March 2022, the 91 Express Lanes had 161,020 active customer accounts and 630,139 transponders classified as assigned.

### Number of Accounts by FY As of March 31, 2022







**Orange County Transportation Authority  
Riverside County Transportation Commission**



Status Report  
April 2022

As of April 30, 2022

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# OPERATIONS OVERVIEW OCTA

## TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes (91 EL) for April 2022 was 1,704,360. This represents a daily average of 56,812 vehicles. This is a 12.5 percent increase in total traffic volume from the same period last year, which totaled 1,515,393 and was the 14<sup>th</sup> month of the State of California's stay-at-home orders due to the coronavirus (COVID-19) pandemic. Potential toll revenue for April was \$5,229,916, which represents an increase of 9.7 percent from the prior year's total of \$4,769,272. Carpool percentage for April was 23.5 percent as compared to the previous year's rate of 21 percent. As compared to April 2019, traffic volume increased by 11.5 percent and revenue increased by 16.5 percent.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 EL and associated potential revenue for the month of April 2022.

### Current MTD as of April 30, 2022

Trips	Apr-22 MTD Actual	Apr-21 MTD Actual	Yr 22-to-Yr 21 % Variance	Apr-19 MTD Actual	Yr 22-to-Yr 19 % Variance
Full Toll Lanes	1,304,675	1,197,856	8.9%	1,122,505	16.2%
3+ Lanes	399,685	317,537	25.9%	406,633	(1.7%)
Total Gross Trips	1,704,360	1,515,393	12.5%	1,529,138	11.5%
<b>Revenue</b>					
Full Toll Lanes	\$5,173,225	\$4,721,928	9.6%	\$4,406,472	17.4%
3+ Lanes	\$56,691	\$47,344	19.7%	\$81,179	(30.2%)
Total Gross Revenue	\$5,229,916	\$4,769,272	9.7%	\$4,487,650	16.5%
<b>Average Revenue per Trip</b>					
Average Full Toll Lanes	\$3.97	\$3.94	0.8%	\$3.93	1.1%
Average 3+ Lanes	\$0.14	\$0.15	(6.7%)	\$0.20	(29.9%)
Average Gross Revenue	\$3.07	\$3.15	(2.5%)	\$2.93	4.6%

The 2022 fiscal year-to-date (YTD) traffic volume increased by 36 percent and potential toll revenue increased by 29.9 percent, when compared with the same period the prior year. YTD average revenue per trip is \$3.09.

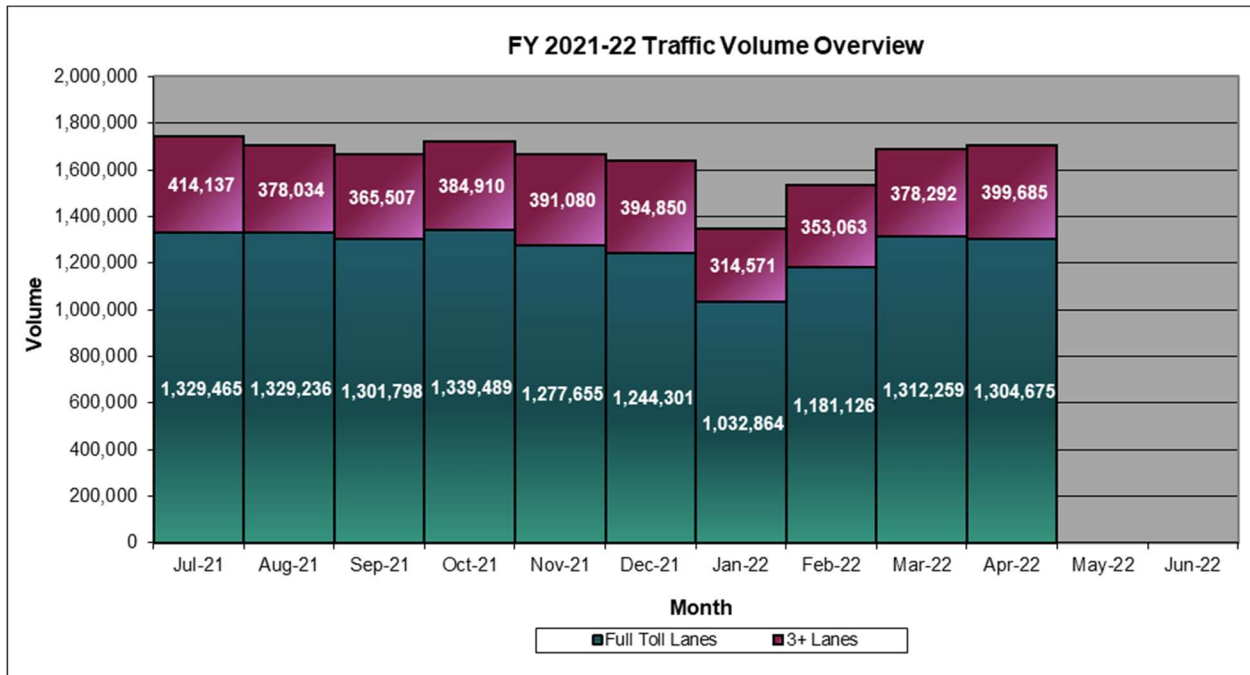
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2021 through April 2022.

**Fiscal Year (FY) 2021-22 YTD as of April 30, 2022**

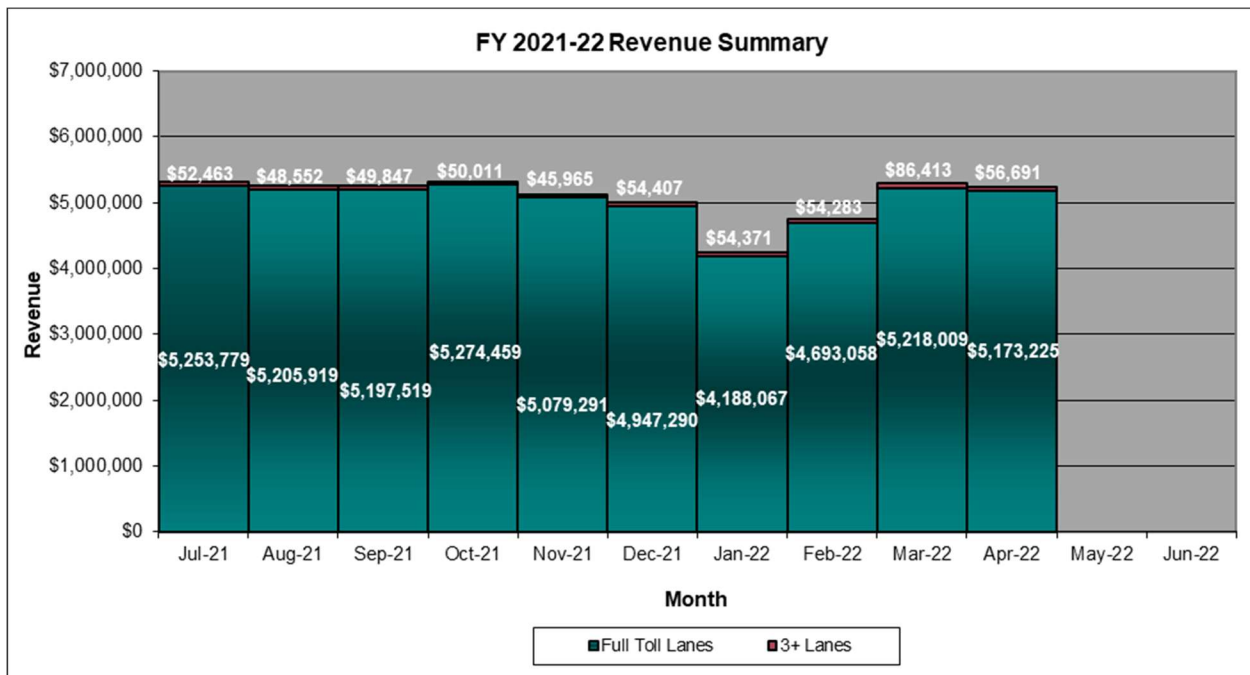
<b>Trips</b>	<b>FY 2021-22 YTD Actual</b>	<b>FY 2020-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
Full Toll Lanes	12,652,988	9,490,589	33.3%
3+ Lanes	3,774,287	2,587,839	45.8%
Total Gross Trips	16,427,275	12,078,428	36.0%
<b>Revenue</b>			
Full Toll Lanes	\$50,231,007	\$38,609,100	30.1%
3+ Lanes	\$530,144	\$481,635	10.1%
Total Gross Revenue	\$50,761,151	\$39,090,735	29.9%
<b>Average Revenue per Trip</b>			
Average Full Toll Lanes	\$3.97	\$4.07	(2.5%)
Average 3+ Lanes	\$0.14	\$0.19	(26.3%)
Average Gross Revenue	\$3.09	\$3.24	(4.6%)

## OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2021-22 on a monthly basis.





## OCTA EASTBOUND PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound direction reached or exceeded 90 percent of defined capacity seven times during the month of April 2022. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 91 percent of defined capacity.

PM Time	Monday 03/28/22				Tuesday 03/29/22				Wednesday 03/30/22				Thursday 03/31/22				Friday 04/01/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30			0%	\$5.30			0%	\$5.30			0%	\$7.70			0%	\$8.35	527	2,951	87%
1500 - 1600	\$5.65			0%	\$5.75			0%	\$7.45			0%	\$7.45			0%	\$7.90	584	2,991	88%
1600 - 1700	\$5.10			0%	\$5.25			0%	\$6.50			0%	\$7.00			0%	\$6.95	551	2,780	82%
1700 - 1800	\$4.95			0%	\$4.90			0%	\$5.40			0%	\$6.70			0%	\$6.75	548	2,720	80%
1800 - 1900	\$5.65			0%	\$4.05			0%	\$4.05			0%	\$4.50			0%	\$6.75	641	2,554	75%
1900 - 2000	\$3.95			0%	\$3.95			0%	\$3.95			0%	\$5.75			0%	\$6.25	585	2,054	60%

PM Time	Monday 04/04/22				Tuesday 04/05/22				Wednesday 04/06/22				Thursday 04/07/22				Friday 04/08/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	380	2,773	82%	\$5.30	348	2,592	76%	\$5.30	418	2,862	84%	\$7.70	429	2,964	87%	\$8.35	482	2,779	82%
1500 - 1600	\$5.65	428	3,031	89%	\$5.75	152	1,990	59%	<b>\$7.45</b>	<b>531</b>	<b>3,066</b>	<b>90%</b>	\$7.45	452	2,950	87%	\$7.90	578	2,978	88%
1600 - 1700	\$5.10	399	2,841	84%	\$5.25	414	2,923	86%	\$6.50	460	2,907	86%	\$7.00	421	2,804	82%	\$6.95	510	2,732	80%
1700 - 1800	\$4.95	427	2,841	84%	\$4.90	429	2,879	85%	\$5.40	451	2,911	86%	\$6.70	414	2,831	83%	\$6.75	489	2,768	81%
1800 - 1900	\$5.65	464	2,632	77%	\$4.05	560	3,001	88%	\$4.05	554	2,947	87%	\$4.50	516	2,602	77%	\$6.75	521	2,372	70%
1900 - 2000	\$3.95	351	1,362	40%	\$3.95	484	2,211	65%	\$3.95	433	2,055	60%	\$5.75	466	2,160	64%	\$6.25	508	1,811	53%

PM Time	Monday 04/11/22				Tuesday 04/12/22				Wednesday 04/13/22				Thursday 04/14/22				Friday 04/15/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	408	2,676	79%	\$5.30	379	2,844	84%	\$5.30	455	3,029	89%	\$7.70	505	3,017	89%	\$8.35	499	2,869	84%
1500 - 1600	\$5.65	503	2,973	87%	\$5.75	482	2,969	87%	\$7.45	436	2,853	84%	\$7.45	514	2,921	86%	\$7.90	539	2,774	82%
1600 - 1700	\$5.10	404	2,880	85%	\$5.25	415	3,011	89%	\$6.50	422	2,831	83%	\$7.00	424	2,881	85%	\$6.95	526	2,749	81%
1700 - 1800	\$4.95	433	2,951	87%	<b>\$4.90</b>	<b>473</b>	<b>3,062</b>	<b>90%</b>	\$5.40	451	2,898	85%	<b>\$6.70</b>	<b>519</b>	<b>3,130</b>	<b>92%</b>	\$6.75	459	2,570	76%
1800 - 1900	\$5.65	465	2,370	70%	\$4.05	558	2,860	84%	\$4.05	563	2,918	86%	\$4.50	548	2,853	84%	\$6.75	472	1,989	59%
1900 - 2000	\$3.95	355	1,433	42%	\$3.95	475	1,986	58%	\$3.95	529	2,337	69%	\$5.75	591	2,599	76%	\$6.25	478	1,599	47%

PM Time	Monday 04/18/22				Tuesday 04/19/22				Wednesday 04/20/22				Thursday 04/21/22				Friday 04/22/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	432	2,860	84%	\$5.30	388	2,752	81%	\$5.30	461	2,941	87%	\$7.70	417	2,826	83%	\$8.35	445	2,755	81%
1500 - 1600	\$5.65	458	2,950	87%	\$5.75	447	2,900	85%	\$7.45	481	2,977	88%	\$7.45	473	2,861	84%	\$7.90	438	2,115	62%
1600 - 1700	\$5.10	373	2,784	82%	\$5.25	394	2,850	84%	\$6.50	437	2,950	87%	\$7.00	392	2,792	82%	\$6.95	369	2,113	62%
1700 - 1800	\$4.95	464	2,880	85%	\$4.90	427	2,902	85%	\$5.40	453	2,873	85%	\$6.70	409	2,804	82%	\$6.75	475	2,658	78%
1800 - 1900	\$5.65	565	2,459	72%	\$4.05	547	2,738	81%	\$4.05	513	2,843	84%	\$4.50	537	2,855	84%	\$6.75	568	2,680	79%
1900 - 2000	\$3.95	408	1,442	42%	\$3.95	463	1,940	57%	\$3.95	470	2,106	62%	\$5.75	563	2,447	72%	\$6.25	492	1,817	53%

PM Time	Monday 04/25/22				Tuesday 04/26/22				Wednesday 04/27/22				Thursday 04/28/22				Friday 04/29/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	439	2,825	83%	\$5.30	387	2,789	82%	\$5.30	426	3,016	89%	\$7.70	442	2,978	88%	\$8.35	486	2,892	85%
1500 - 1600	<b>\$5.65</b>	<b>514</b>	<b>3,095</b>	<b>91%</b>	\$5.75	448	2,880	85%	<b>\$7.45</b>	<b>483</b>	<b>3,171</b>	<b>93%</b>	\$7.45	388	2,368	70%	\$7.90	495	2,549	75%
1600 - 1700	\$5.10	450	2,948	87%	\$5.25	394	2,847	84%	\$6.50	408	2,974	87%	<b>\$7.00</b>	<b>531</b>	<b>3,067</b>	<b>90%</b>	\$6.95	506	2,787	82%
1700 - 1800	\$4.95	440	2,939	86%	\$4.90	459	2,976	88%	\$5.40	417	2,944	87%	\$6.70	461	2,923	86%	\$6.75	487	2,738	81%
1800 - 1900	\$5.65	547	2,364	70%	\$4.05	538	2,441	72%	\$4.05	566	2,868	84%	\$4.50	541	2,944	87%	\$6.75	576	2,587	76%
1900 - 2000	\$3.95	365	1,403	41%	\$3.95	516	2,468	73%	\$3.95	443	1,859	55%	\$5.75	567	2,457	72%	\$6.25	505	1,889	56%

## OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 03/28/22				Tuesday 03/29/22				Wednesday 03/30/22				Thursday 03/31/22				Friday 04/01/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15			0%	\$3.15			0%	\$3.15			0%	\$3.15			0%	\$3.15	311	929	27%
0500 - 0600	\$5.10			0%	\$5.10			0%	\$5.10			0%	\$5.10			0%	\$4.85	623	2,177	64%
0600 - 0700	\$5.30			0%	\$5.30			0%	\$5.30			0%	\$5.30			0%	\$5.10	567	2,549	75%
0700 - 0800	\$5.80			0%	\$5.80			0%	\$5.80			0%	\$5.80			0%	\$5.65	573	2,554	75%
0800 - 0900	\$5.30			0%	\$5.30			0%	\$5.30			0%	\$5.30			0%	\$5.10	310	1,950	57%
0900 - 1000	\$4.20			0%	\$4.20			0%	\$4.20			0%	\$4.20			0%	\$4.20	370	1,934	57%

AM Time	Monday 04/04/22				Tuesday 04/05/22				Wednesday 04/06/22				Thursday 04/07/22				Friday 04/08/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	386	1,135	33%	\$3.15	410	1,134	33%	\$3.15	417	1,141	34%	\$3.15	407	1,114	33%	\$3.15	326	964	28%
0500 - 0600	\$5.10	685	2,610	77%	\$5.10	688	2,511	74%	\$5.10	692	2,629	77%	\$5.10	712	2,602	77%	\$4.85	580	2,188	64%
0600 - 0700	\$5.30	538	2,781	82%	\$5.30	571	2,913	86%	\$5.30	588	2,930	86%	\$5.30	597	2,891	85%	\$5.10	535	2,545	75%
0700 - 0800	\$5.80	526	2,575	76%	\$5.80	549	2,833	83%	\$5.80	508	2,766	81%	\$5.80	528	2,638	78%	\$5.65	473	2,210	65%
0800 - 0900	\$5.30	330	2,463	72%	\$5.30	300	2,354	69%	\$5.30	359	2,483	73%	\$5.30	312	2,309	68%	\$5.10	330	2,095	62%
0900 - 1000	\$4.20	306	2,328	68%	\$4.20	299	2,424	71%	\$4.20	320	2,536	75%	\$4.20	301	2,131	63%	\$4.20	307	1,993	59%

AM Time	Monday 04/11/22				Tuesday 04/12/22				Wednesday 04/13/22				Thursday 04/14/22				Friday 04/15/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	374	1,087	32%	\$3.15	377	1,127	33%	\$3.15	395	1,112	33%	\$3.15	382	1,107	33%	\$3.15	282	801	24%
0500 - 0600	\$5.10	670	2,595	76%	\$5.10	710	2,685	79%	\$5.10	685	2,620	77%	\$5.10	642	2,491	73%	\$4.85	531	1,954	57%
0600 - 0700	\$5.30	552	2,761	81%	\$5.30	534	2,931	86%	\$5.30	589	2,906	85%	\$5.30	538	2,852	84%	\$5.10	396	1,948	57%
0700 - 0800	\$5.80	553	2,679	79%	\$5.80	528	2,752	81%	\$5.80	491	2,625	77%	\$5.80	484	2,630	77%	\$5.65	397	1,900	56%
0800 - 0900	\$5.30	317	2,478	73%	\$5.30	319	2,438	72%	\$5.30	323	2,325	68%	\$5.30	355	2,519	74%	\$5.10	344	1,929	57%
0900 - 1000	\$4.20	311	2,400	71%	\$4.20	327	2,346	69%	\$4.20	323	2,311	68%	\$4.20	333	2,230	66%	\$4.20	363	1,906	56%

AM Time	Monday 04/18/22				Tuesday 04/19/22				Wednesday 04/20/22				Thursday 04/21/22				Friday 04/22/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	367	1,139	34%	\$3.15	381	1,110	33%	\$3.15	406	1,095	32%	\$3.15	397	1,070	31%	\$3.15	337	963	28%
0500 - 0600	\$5.10	614	2,533	75%	\$5.10	681	2,521	74%	\$5.10	655	2,533	75%	\$5.10	728	2,643	78%	\$4.85	577	2,169	64%
0600 - 0700	\$5.30	538	2,769	81%	\$5.30	577	3,028	89%	\$5.30	588	2,931	86%	\$5.30	592	2,866	84%	\$5.10	524	2,520	74%
0700 - 0800	\$5.80	492	2,718	80%	\$5.80	508	2,683	79%	\$5.80	514	2,801	82%	\$5.80	543	2,652	78%	\$5.65	487	2,336	69%
0800 - 0900	\$5.30	355	2,508	74%	\$5.30	318	2,428	71%	\$5.30	296	2,393	70%	\$5.30	305	2,395	70%	\$5.10	291	2,075	61%
0900 - 1000	\$4.20	350	2,143	63%	\$4.20	331	2,440	72%	\$4.20	286	2,147	63%	\$4.20	318	2,283	67%	\$4.20	292	2,027	60%

AM Time	Monday 04/25/22				Tuesday 04/26/22				Wednesday 04/27/22				Thursday 04/28/22				Friday 04/29/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	397	1,153	34%	\$3.15	392	1,128	33%	\$3.15	392	1,128	33%	\$3.15	387	1,114	33%	\$3.15	314	923	27%
0500 - 0600	\$5.10	665	2,556	75%	\$5.10	611	2,456	72%	\$5.10	723	2,625	77%	\$5.10	663	2,519	74%	\$4.85	566	2,171	64%
0600 - 0700	\$5.30	616	2,952	87%	\$5.30	598	3,039	89%	\$5.30	455	2,209	65%	<b>\$5.30</b>	<b>619</b>	<b>3,087</b>	<b>91%</b>	\$5.10	586	2,618	77%
0700 - 0800	\$5.80	621	2,805	83%	\$5.80	645	3,038	89%	\$5.80	411	1,640	48%	\$5.80	570	2,858	84%	\$5.65	546	2,452	72%
0800 - 0900	\$5.30	362	2,642	78%	\$5.30	332	2,648	78%	\$5.30	521	3,152	93%	\$5.30	297	2,313	68%	\$5.10	324	2,135	63%
0900 - 1000	\$4.20	358	2,589	76%	\$4.20	296	2,418	71%	\$4.20	419	2,994	88%	\$4.20	289	2,295	68%	\$4.20	269	1,821	54%

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## OCTA OPERATIONAL HIGHLIGHTS

### **91 EL Toll Entrance Gantries Infrastructure Project Update**

OCTA entered into an agreement with the California Department of Transportation (Caltrans) to provide construction and construction management services for the 91 EL Toll Entrance Gantries Infrastructure Project. This project entails constructing new toll gantries infrastructure at the three entrances (northbound State Route 55, eastbound State Route 91 {SR-91} and westbound SR-91) of the OCTA 91 EL. Recently, staff was made aware of several conflicts/issues at the gantry sites, including drainage conflict, grade and cross slopes issues, and issues relating to the electrical system. Staff is working on a plan to address the issues and will keep the Board of Directors apprised of updates and timing as things become more definitive. Due to the conflicts, there will be a delay in site turnover to Kapsch TrafficCom USA, Inc (Kapsch), the toll lanes system integrator for the 91 EL. Upon turnover to Kapsch, Kapsch will install new Electronic Toll and Traffic Management (ETTM) system equipment onto the new gantries. With these new issues, it is now estimated that the ETTM installation will be delayed and completed in fall 2023.

# FINANCIAL HIGHLIGHTS OCTA

## 91 Express Lanes Operating Statement

Description	YTD as of : <b>4/30/2022</b>		YTD Variance	
	Actual <sup>(1)</sup>	Budget <sup>(1)</sup>	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 46,164,543.70	\$ 34,836,419.00	\$ 11,328,124.70	32.5
Fee Revenue	4,576,560.34	3,036,591.00	1,539,969.34	50.7
<b>Total operating revenues</b>	<b>50,741,104.04</b>	<b>37,873,010.00</b>	<b>12,868,094.04</b>	<b>34.0</b>
<b>Operating expenses:</b>				
Contracted Services	4,059,068.26	6,393,280.00	2,334,211.74	36.5
Administrative Fee	2,253,290.00	2,601,460.00	348,170.00	13.4
Other Professional Services	816,261.02	2,876,970.00	2,060,708.98	71.6
Credit Card Processing Fees	1,151,280.85	931,920.00	(219,360.85)	(23.5)
Toll Road Account Servicing	402,097.82	815,000.00	412,902.18	50.7
Other Insurance Expense	388,428.65	783,250.00	394,821.35	50.4
Toll Road Maintenance Supply Repairs	1,580,606.01	2,227,850.00	647,243.99	29.1
Patrol Services	879,280.86	916,300.00	37,019.14	4.0
Building Equipment Repairs and Maint	392,453.93	572,792.00	180,338.07	31.5
6C Transponders	-	6,250.00	6,250.00	100.0
Other Services <sup>(5)</sup>	(3,187.50)	756,000.00	759,187.50	100.4
Utilities	71,364.00	44,160.00	(27,204.00)	(61.6)
Office Expense	1,176.35	403,265.00	402,088.65	99.7
Bad Debt Expense	86,686.74	-	(86,686.74)	N/A
Miscellaneous <sup>(2)</sup>	83,382.05	122,320.00	38,937.95	31.8
Leases	373,930.19	412,340.00	38,409.81	9.3
<b>Total operating expenses</b>	<b>12,536,119.23</b>	<b>19,863,157.00</b>	<b>7,327,037.77</b>	<b>36.9</b>
Depreciation and Amortization <sup>(3)</sup>	2,690,048.91	-	(2,690,048.91)	N/A
<b>Operating income (loss)</b>	<b>35,514,935.90</b>	<b>18,009,853.00</b>	<b>17,505,082.90</b>	<b>97.2</b>
<b>Nonoperating revenues (expenses):</b>				
Reimbursement from Other Agencies	185,938.35	-	185,938.35	N/A
Interest Income	1,976,021.18	1,433,530.00	542,491.18	37.8
Interest Expense	(3,294,437.24)	(4,045,825.00)	751,387.76	18.6
Other	7,291.20	-	7,291.20	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(1,125,186.51)</b>	<b>(2,612,295.00)</b>	<b>1,487,108.49</b>	<b>56.9</b>
Transfers In	-	-	-	N/A
Transfers Out <sup>(4)</sup>	(8,688,321.16)	(6,185,288.00)	(2,503,033.16)	(40.5)
<b>Net income (loss)</b>	<b>\$ 25,701,428.23</b>	<b>\$ 9,212,270.00</b>	<b>\$ 16,489,158.23</b>	<b>179.0</b>

<sup>1</sup>Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

<sup>2</sup>Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

<sup>3</sup>Depreciation and amortization are not budgeted items.

<sup>4</sup>Transfers Out: For M2 Project I and Project J expense reimbursements.

<sup>5</sup>Litigation settlement was accrued, the negative will be offset once the litigation payment is issued.

## Capital Asset Activity

During the ten months ending April 30, 2022, capital asset activities included payment of \$1,882,220 attributing to the ETTM system project and \$679,321 to the back-office system project.



# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 EL for April 2022 was 1,428,830. This represents a daily average of 47,628 vehicles. This is a 11.2 percent increase in total traffic volume from the same period last year, April 2021, which totaled 1,284,574 and was the 14th month of the State of California's stay-at-home orders due to the COVID-19 pandemic. Potential toll revenue for April was \$5,448,783, which represents an increase of 28.1 percent from the prior year's total of \$4,255,083. Carpool percentage for April was 22.3 percent as compared to the previous year's rate of 19.8 percent. As compared to April 2019, traffic volume increased by 6.2 percent and revenue increased by 1.6 percent.

MTD traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 EL and associated potential revenue for the month of April 2022.

### Current MTD as of April 30, 2022

Trips	APR-22 MTD Actual	Stantec MTD Projected	# Variance	% Variance	APR-21 MTD Actual	Yr-to-Yr % Variance	APR-19 MTD Actual	Yr 22-to-Yr 19 % Variance
Full Toll Lanes	1,110,498	977,514	132,984	13.6%	1,030,130	7.8%	1,008,624	10.1%
3+ Lanes	318,332	350,343	(32,011)	(9.1%)	254,444	25.1%	337,017	(5.5%)
Total Gross Trips	1,428,830	1,327,857	100,973	7.6%	1,284,574	11.2%	1,345,641	6.2%
<b>Revenue</b>								
Full Toll Lanes	\$5,408,117	\$4,402,286	\$1,005,831	22.8%	\$4,210,820	28.4%	\$5,321,358	1.6%
3+ Lanes	\$40,666	\$0	\$40,666		\$44,264	(8.1%)	\$44,024	(7.6%)
Total Gross Revenue	\$5,448,783	\$4,402,286	\$1,046,497	23.8%	\$4,255,083	28.1%	\$5,365,382	1.6%
<b>Average Revenue per Trip</b>								
Average Full Toll Lanes	\$4.87	\$4.50	\$0.37	8.2%	\$4.09	19.1%	\$5.28	(7.8%)
Average 3+ Lanes	\$0.13	\$0.00	\$0.13		\$0.17	(23.5%)	\$0.13	0.0%
Average Gross Revenue	\$3.81	\$3.32	\$0.49	14.8%	\$3.31	15.1%	\$3.99	(4.5%)

The 2022 fiscal YTD traffic volume increased by 36.6 percent, and potential toll revenue increased by 51.3 percent, when compared with the same period the prior year. YTD average revenue per-trip is \$3.76.

Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2021 through April 2022.

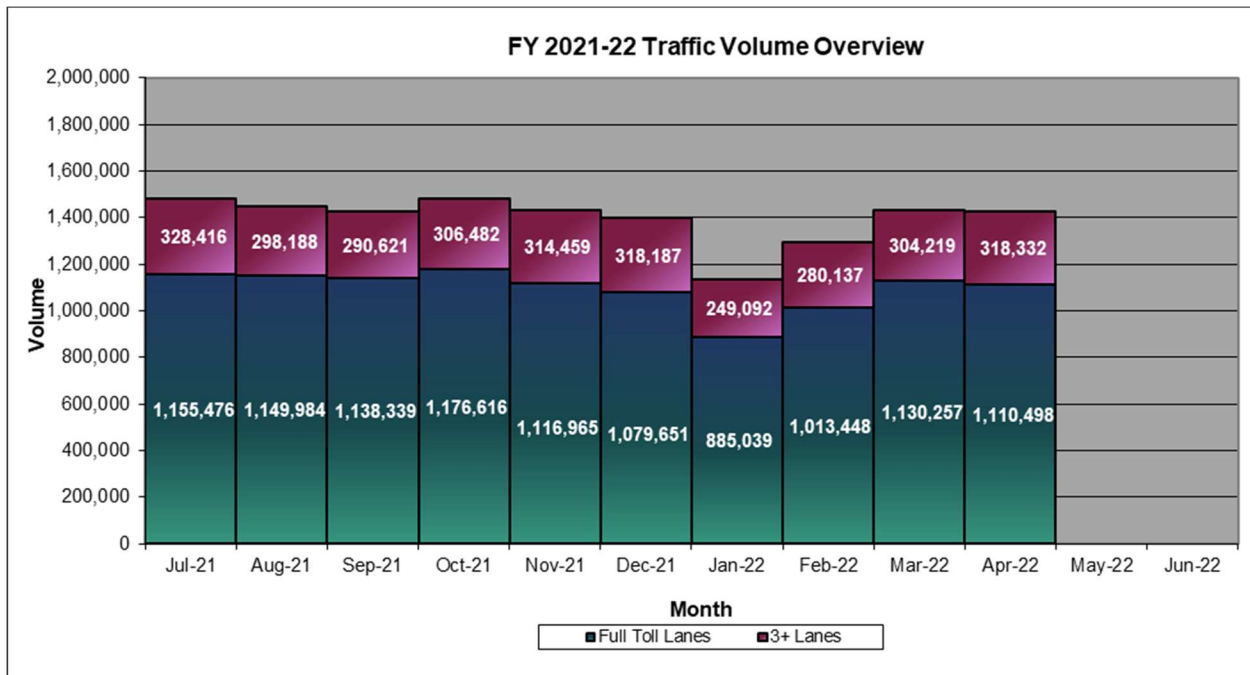
**FY 2021-22 YTD as of April 30, 2022**

<b>Trips</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>	<b>FY 2020-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
Full Toll Lanes	10,956,355	9,367,800	1,588,555	17.0%	8,141,498	34.6%
3+ Lanes	3,008,150	3,309,714	(301,564)	(9.1%)	2,082,077	44.5%
Total Gross Trips	13,964,505	12,677,514	1,286,991	10.2%	10,223,575	36.6%
<b>Revenue</b>						
Full Toll Lanes	\$52,032,964	\$40,984,729	\$11,048,235	27.0%	\$34,289,125	51.7%
3+ Lanes	\$408,963	\$0	\$408,963		\$364,789	12.1%
Total Gross Revenue	\$52,441,927	\$40,984,729	\$11,457,198	28.0%	\$34,653,914	51.3%
<b>Average Revenue per Trip</b>						
Average Full Toll Lanes	\$4.75	\$4.38	\$0.37	8.4%	\$4.21	12.8%
Average 3+ Lanes	\$0.14	\$0.00	\$0.14		\$0.18	(22.2%)
Average Gross Revenue	\$3.76	\$3.23	\$0.53	16.4%	\$3.39	10.9%

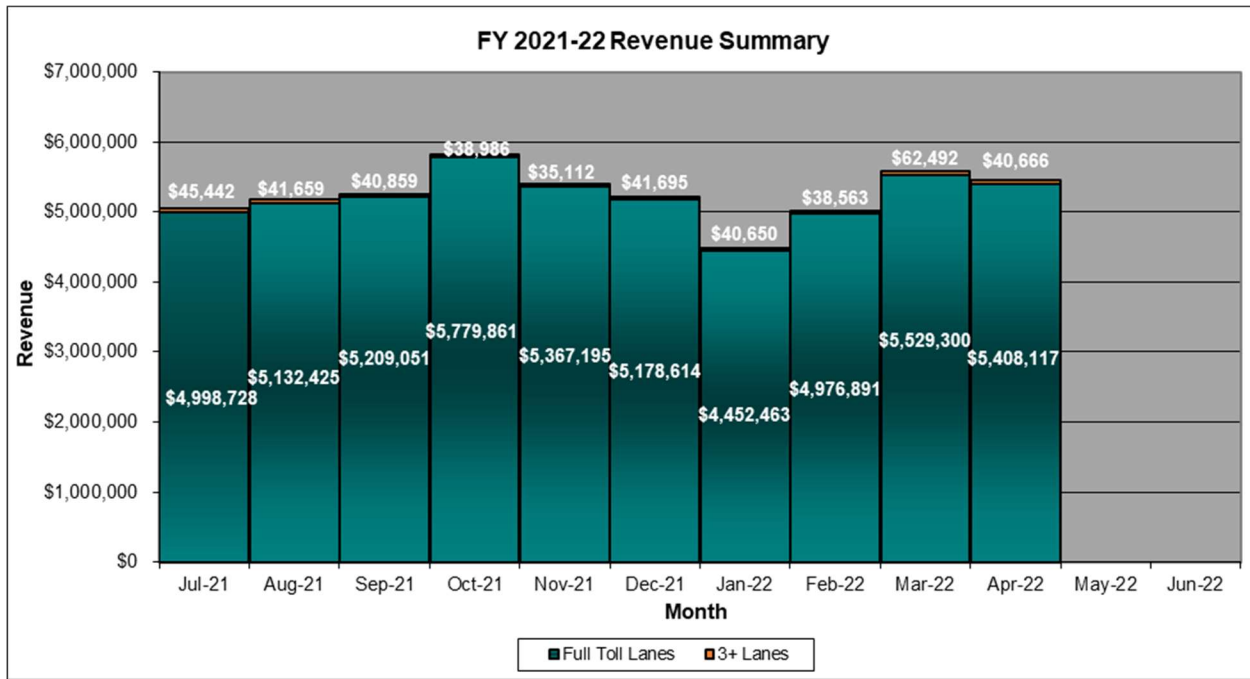


## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



## RCTC PEAK-HOUR VOLUMES

In April, no toll rates were adjusted. RCTC evaluates traffic volumes for peak-period hours and adjusts rates according to the toll rate policy.

## RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 03/28/22					Tuesday 03/29/22					Wednesday 03/30/22					Thursday 03/31/22					Friday 04/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500																					\$26.80	300	1,086	1,386	F
1500 - 1600																					\$26.50	307	954	1,261	E
1600 - 1700																					\$15.60	261	962	1,223	E
1700 - 1800																					\$7.05	252	902	1,154	D
1800 - 1900																					\$5.45	288	796	1,084	D
1900 - 2000																					\$4.25	272	694	966	C

PM Time	Monday 04/04/22					Tuesday 04/05/22					Wednesday 04/06/22					Thursday 04/07/22					Friday 04/08/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	200	967	1,167	D	\$7.05	180	1076	1,256	E	\$9.15	197	1056	1,253	E	\$12.25	210	1,124	1,334	F	\$26.80	256	1,064	1,320	F
1500 - 1600	\$7.75	237	925	1,162	D	\$9.80	205	825	1,030	D	\$12.85	278	1002	1,280	E	\$16.60	237	962	1,199	D	\$26.50	281	945	1,226	E
1600 - 1700	\$5.45	176	878	1,054	D	\$5.45	238	1088	1,326	F	\$5.45	195	944	1,139	D	\$7.75	201	977	1,178	D	\$15.60	255	888	1,143	D
1700 - 1800	\$5.45	206	913	1,119	D	\$5.45	228	935	1,163	D	\$5.45	171	947	1,118	D	\$5.45	207	929	1,136	D	\$7.05	252	927	1,179	D
1800 - 1900	\$5.45	194	784	978	C	\$5.45	269	900	1,169	D	\$5.45	265	846	1,111	D	\$5.45	257	843	1,100	D	\$5.45	248	777	1,025	D
1900 - 2000	\$2.30	160	392	552	B	\$4.25	213	680	893	C	\$4.25	188	596	784	B	\$5.45	227	709	936	C	\$4.25	221	626	847	C

PM Time	Monday 04/11/22					Tuesday 04/12/22					Wednesday 04/13/22					Thursday 04/14/22					Friday 04/15/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	189	974	1,163	D	\$7.05	193	1,014	1,207	E	\$9.15	216	1,108	1,324	F	\$12.25	252	1,113	1,365	F	\$26.80	276	1,017	1,293	E
1500 - 1600	\$7.75	254	915	1,169	D	\$9.80	268	936	1,204	E	\$12.85	233	973	1,206	E	\$16.60	285	1,022	1,307	F	\$26.50	266	943	1,209	E
1600 - 1700	\$5.45	173	905	1,078	D	\$5.45	207	958	1,165	D	\$5.45	200	960	1,160	D	\$7.75	219	1,040	1,259	E	\$15.60	208	866	1,074	D
1700 - 1800	\$5.45	191	882	1,073	D	\$5.45	205	920	1,125	D	\$5.45	176	956	1,132	D	\$5.45	255	1,009	1,264	E	\$7.05	203	865	1,068	D
1800 - 1900	\$5.45	225	750	975	C	\$5.45	208	876	1,084	D	\$5.45	247	908	1,155	D	\$5.45	286	956	1,242	E	\$5.45	212	643	855	C
1900 - 2000	\$2.30	143	442	585	B	\$4.25	194	648	842	C	\$4.25	228	816	1,044	D	\$5.45	309	971	1,280	E	\$4.25	193	461	654	B

PM Time	Monday 04/18/22					Tuesday 04/19/22					Wednesday 04/20/22					Thursday 04/21/22					Friday 04/22/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	234	996	1,230	E	\$7.05	179	1,016	1,195	D	\$9.15	222	1,009	1,231	E	\$12.25	197	1,011	1,208	E	\$26.80	181	826	1,007	D
1500 - 1600	\$7.75	252	975	1,227	E	\$9.80	212	971	1,183	D	\$12.85	233	981	1,214	E	\$16.60	262	889	1,151	D	\$26.50	199	675	874	C
1600 - 1700	\$5.45	191	887	1,078	D	\$5.45	171	939	1,110	D	\$5.45	217	991	1,208	E	\$7.75	196	991	1,187	D	\$15.60	184	726	910	C
1700 - 1800	\$5.45	193	789	982	C	\$5.45	159	877	1,036	D	\$5.45	205	870	1,075	D	\$5.45	212	950	1,162	D	\$7.05	195	966	1,161	D
1800 - 1900	\$5.45	254	755	1,009	D	\$5.45	219	789	1,008	D	\$5.45	249	864	1,113	D	\$5.45	251	858	1,109	D	\$5.45	244	950	1,194	D
1900 - 2000	\$2.30	203	431	634	B	\$4.25	184	616	800	B	\$4.25	158	680	838	C	\$5.45	246	833	1,079	D	\$4.25	190	604	794	B

PM Time	Monday 04/25/22					Tuesday 04/26/22					Wednesday 04/27/22					Thursday 04/28/22					Friday 04/29/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	193	1,014	1,207	E	\$7.05	161	968	1,129	D	\$9.15	209	1,028	1,237	E	\$12.25	199	1,119	1,318	F	\$26.80	268	1,135	1,403	F
1500 - 1600	\$7.75	241	1,027	1,268	E	\$9.80	198	940	1,138	D	\$12.85	230	990	1,220	E	\$16.60	208	919	1,127	D	\$26.50	244	769	1,013	D
1600 - 1700	\$5.45	169	944	1,113	D	\$5.45	164	916	1,080	D	\$5.45	179	1,042	1,221	E	\$7.75	252	1,120	1,372	F	\$15.60	260	914	1,174	D
1700 - 1800	\$5.45	213	866	1,079	D	\$5.45	175	854	1,029	D	\$5.45	188	925	1,113	D	\$5.45	203	1,049	1,252	E	\$7.05	253	968	1,221	E
1800 - 1900	\$5.45	246	730	976	C	\$5.45	229	793	1,022	D	\$5.45	226	862	1,088	D	\$5.45	214	1,039	1,253	E	\$5.45	267	848	1,115	D
1900 - 2000	\$2.30	158	406	564	B	\$4.25	230	841	1,071	D	\$4.25	155	566	721	B	\$5.45	232	872	1,104	D	\$4.25	249	675	924	C



**Eastbound PM Peak - County Line to 15 SB Ontario**

PM Time	Monday 03/28/22					Tuesday 03/29/22					Wednesday 03/30/22					Thursday 03/31/22					Friday 04/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500																					\$5.45	133	698	831	C
1500 - 1600																					\$5.45	159	627	786	B
1600 - 1700																					\$3.00	131	603	734	B
1700 - 1800																					\$3.00	126	570	696	B
1800 - 1900																					\$3.00	154	545	699	B
1900 - 2000																					\$3.00	157	498	655	B

PM Time	Monday 04/04/22					Tuesday 04/05/22					Wednesday 04/06/22					Thursday 04/07/22					Friday 04/08/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	112	650	762	B	\$5.45	127	764	891	C	\$5.45	134	797	931	C	\$5.45	123	763	886	C	\$5.45	153	670	823	C
1500 - 1600	\$5.45	128	689	817	C	\$5.45	95	496	591	B	\$5.45	127	742	869	C	\$5.45	113	664	777	B	\$5.45	144	644	788	B
1600 - 1700	\$3.00	109	647	756	B	\$5.45	101	707	808	C	\$5.45	89	706	795	B	\$5.45	108	673	781	B	\$3.00	111	590	701	B
1700 - 1800	\$3.00	113	616	729	B	\$3.00	107	611	718	B	\$3.00	73	655	728	B	\$3.00	99	672	771	B	\$3.00	122	588	710	B
1800 - 1900	\$3.00	126	648	774	B	\$3.00	164	663	827	C	\$3.00	145	660	805	C	\$3.00	117	581	698	B	\$3.00	134	520	654	B
1900 - 2000	\$3.00	107	320	427	B	\$3.00	136	549	685	B	\$3.00	120	508	628	B	\$3.00	131	566	697	B	\$3.00	121	396	517	B

PM Time	Monday 04/11/22					Tuesday 04/12/22					Wednesday 04/13/22					Thursday 04/14/22					Friday 04/15/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	137	669	806	C	\$5.45	123	771	894	C	\$5.45	130	788	918	C	\$5.45	157	826	983	C	\$5.45	166	687	853	C
1500 - 1600	\$5.45	137	678	815	C	\$5.45	145	689	834	C	\$5.45	118	723	841	C	\$5.45	139	668	807	C	\$5.45	151	600	751	B
1600 - 1700	\$3.00	108	622	730	B	\$5.45	115	685	800	B	\$5.45	102	642	744	B	\$5.45	108	665	773	B	\$3.00	128	636	764	B
1700 - 1800	\$3.00	116	631	747	B	\$3.00	113	653	766	B	\$3.00	120	664	784	B	\$3.00	131	707	838	C	\$3.00	134	537	671	B
1800 - 1900	\$3.00	104	501	605	B	\$3.00	129	652	781	B	\$3.00	134	689	823	C	\$3.00	143	657	800	B	\$3.00	133	471	604	B
1900 - 2000	\$3.00	108	301	409	B	\$3.00	137	519	656	B	\$3.00	152	597	749	B	\$3.00	164	627	791	B	\$3.00	136	341	477	B

PM Time	Monday 04/18/22					Tuesday 04/19/22					Wednesday 04/20/22					Thursday 04/21/22					Friday 04/22/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	124	729	853	C	\$5.45	128	723	851	C	\$5.45	114	789	903	C	\$5.45	117	786	903	C	\$5.45	123	548	671	B
1500 - 1600	\$5.45	143	701	844	C	\$5.45	110	737	847	C	\$5.45	126	659	785	B	\$5.45	125	733	858	C	\$5.45	117	454	571	B
1600 - 1700	\$3.00	86	634	720	B	\$5.45	90	643	733	B	\$5.45	108	686	794	B	\$5.45	105	632	737	B	\$3.00	104	446	550	B
1700 - 1800	\$3.00	125	615	740	B	\$3.00	100	612	712	B	\$3.00	124	616	740	B	\$3.00	100	662	762	B	\$3.00	107	624	731	B
1800 - 1900	\$3.00	134	548	682	B	\$3.00	131	613	744	B	\$3.00	144	637	781	B	\$3.00	118	579	697	B	\$3.00	139	628	767	B
1900 - 2000	\$3.00	130	333	463	B	\$3.00	115	496	611	B	\$3.00	123	525	648	B	\$3.00	159	613	772	B	\$3.00	120	429	549	B

PM Time	Monday 04/25/22					Tuesday 04/26/22					Wednesday 04/27/22					Thursday 04/28/22					Friday 04/29/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	115	692	807	C	\$5.45	115	696	811	C	\$5.45	116	799	915	C	\$5.45	133	783	916	C	\$5.45	132	679	811	C
1500 - 1600	\$5.45	134	668	802	C	\$5.45	115	689	804	C	\$5.45	130	704	834	C	\$5.45	96	588	684	B	\$5.45	107	521	628	B
1600 - 1700	\$3.00	122	645	767	B	\$5.45	89	706	795	B	\$5.45	89	693	782	B	\$5.45	125	686	811	C	\$3.00	134	591	725	B
1700 - 1800	\$3.00	102	568	670	B	\$3.00	99	673	772	B	\$3.00	94	656	750	B	\$3.00	107	678	785	B	\$3.00	133	592	725	B
1800 - 1900	\$3.00	138	530	668	B	\$3.00	106	565	671	B	\$3.00	133	661	794	B	\$3.00	92	651	743	B	\$3.00	130	560	690	B
1900 - 2000	\$3.00	110	295	405	B	\$3.00	144	657	801	C	\$3.00	127	425	552	B	\$3.00	149	578	727	B	\$3.00	157	429	586	B

## RCTC WESTBOUND PEAK-HOUR VOLUMES

### Westbound AM Peak - McKinley to County Line

AM Time	Monday 03/28/22				Tuesday 03/29/22				Wednesday 03/30/22				Thursday 03/31/22				Friday 04/01/22			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500																\$2.30	133	357	490	B
0500 - 0600																\$5.45	344	929	1,273	E
0600 - 0700																\$10.45	321	1,021	1,342	E
0700 - 0800																\$8.70	323	1,033	1,356	F
0800 - 0900																\$5.45	171	842	1,013	D
0900 - 1000																\$4.25	161	695	856	C

AM Time	Monday 04/04/22				Tuesday 04/05/22				Wednesday 04/06/22				Thursday 04/07/22				Friday 04/08/22			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	172	426	598	B	\$2.30	185	399	584	B	\$2.30	182	417	599	B	\$2.30	183	428	611	B
0500 - 0600	\$11.20	332	1,179	1,511	F	\$11.20	342	910	1,252	E	\$11.20	382	1,060	1,442	F	\$9.45	351	1,088	1,439	F
0600 - 0700	\$17.30	287	1,297	1,584	F	\$18.30	342	1,306	1,648	F	\$18.30	351	1,283	1,634	F	\$17.30	348	1,201	1,549	F
0700 - 0800	\$13.60	276	1,142	1,418	F	\$14.30	355	1,203	1,558	F	\$14.30	354	1,229	1,583	F	\$13.30	325	1,141	1,466	F
0800 - 0900	\$8.70	170	1,072	1,242	E	\$9.70	173	1,000	1,173	D	\$9.70	204	1,084	1,288	E	\$8.70	174	914	1,088	D
0900 - 1000	\$4.25	138	845	983	C	\$5.45	152	967	1,119	D	\$5.45	149	979	1,128	D	\$5.45	149	870	1,019	D

AM Time	Monday 04/11/22				Tuesday 04/12/22				Wednesday 04/13/22				Thursday 04/14/22				Friday 04/15/22			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	166	420	586	B	\$2.30	173	409	582	B	\$2.30	180	441	621	B	\$2.30	148	423	571	B
0500 - 0600	\$11.20	359	1,119	1,478	F	\$11.20	401	1,054	1,455	F	\$11.20	327	1,129	1,456	F	\$9.45	299	1,127	1,426	F
0600 - 0700	\$17.30	317	1,225	1,542	F	\$18.30	317	1,283	1,600	F	\$18.30	302	1,272	1,574	F	\$17.30	266	1,306	1,572	F
0700 - 0800	\$13.60	335	1,214	1,549	F	\$14.30	280	1,330	1,610	F	\$14.30	242	1,212	1,454	F	\$13.30	279	1,214	1,493	F
0800 - 0900	\$8.70	193	1,063	1,256	E	\$9.70	169	1,137	1,306	E	\$9.70	155	911	1,066	D	\$8.70	171	1,164	1,335	E
0900 - 1000	\$4.25	138	856	994	C	\$5.45	137	964	1,101	D	\$5.45	177	995	1,172	D	\$5.45	151	905	1,056	D

AM Time	Monday 04/18/22				Tuesday 04/19/22				Wednesday 04/20/22				Thursday 04/21/22				Friday 04/22/22			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	185	412	597	B	\$2.30	164	407	571	B	\$2.30	172	379	551	B	\$2.30	196	383	579	B
0500 - 0600	\$11.20	308	1,063	1,371	F	\$11.20	309	1,067	1,376	F	\$11.20	366	1,059	1,425	F	\$9.45	386	1,023	1,409	F
0600 - 0700	\$17.30	260	1,219	1,479	F	\$18.30	289	1,364	1,653	F	\$18.30	309	1,305	1,614	F	\$17.30	337	1,206	1,543	F
0700 - 0800	\$13.60	282	1,286	1,568	F	\$14.30	271	1,259	1,530	F	\$14.30	278	1,318	1,596	F	\$13.30	318	1,146	1,464	F
0800 - 0900	\$8.70	216	1,152	1,368	F	\$9.70	188	1,024	1,212	E	\$9.70	153	1,020	1,173	D	\$8.70	171	949	1,120	D
0900 - 1000	\$4.25	209	982	1,191	D	\$5.45	157	988	1,145	D	\$5.45	156	964	1,120	D	\$5.45	165	925	1,090	D

AM Time	Monday 04/25/22				Tuesday 04/26/22				Wednesday 04/27/22				Thursday 04/28/22				Friday 04/29/22			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	182	389	571	B	\$2.30	151	411	562	B	\$2.30	152	445	597	B	\$2.30	179	396	575	B
0500 - 0600	\$11.20	343	1,042	1,385	F	\$11.20	268	893	1,161	D	\$11.20	333	1,141	1,474	F	\$9.45	314	1,091	1,405	F
0600 - 0700	\$17.30	362	1,281	1,643	F	\$18.30	355	1,423	1,778	F	\$18.30	234	950	1,184	D	\$17.30	353	1,335	1,688	F
0700 - 0800	\$13.60	376	1,231	1,607	F	\$14.30	326	1,346	1,672	F	\$14.30	396	1,180	1,576	F	\$13.30	354	1,187	1,541	F
0800 - 0900	\$8.70	205	1,165	1,370	F	\$9.70	208	1,169	1,377	F	\$9.70	350	1,505	1,855	F	\$8.70	172	1,001	1,173	D
0900 - 1000	\$4.25	194	1,247	1,441	F	\$5.45	157	1,032	1,189	D	\$5.45	185	1,410	1,595	F	\$5.45	130	849	979	C

**Westbound AM Peak - I-15 North to County Line**

	Monday 03/28/22					Tuesday 03/29/22					Wednesday 03/30/22					Thursday 03/31/22					Friday 04/01/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500																					\$3.00	130	359	489	B
0500 - 0600																					\$5.45	207	847	1,054	D
0600 - 0700																					\$7.00	230	949	1,179	D
0700 - 0800																					\$7.00	191	857	1,048	D
0800 - 0900																					\$5.45	135	723	858	C
0900 - 1000																					\$3.00	168	640	808	C

	Monday 04/04/22					Tuesday 04/05/22					Wednesday 04/06/22					Thursday 04/07/22					Friday 04/08/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	140	467	607	B	\$3.00	169	446	615	B	\$3.00	172	431	603	B	\$3.00	163	439	602	B	\$3.00	108	402	510	B
0500 - 0600	\$7.00	200	1,117	1,317	E	\$7.00	234	1108	1,342	E	\$7.00	241	1048	1,289	E	\$7.00	226	1,062	1,288	E	\$5.45	164	866	1,030	D
0600 - 0700	\$9.00	190	1,084	1,274	E	\$9.00	235	1152	1,387	E	\$9.00	199	1154	1,353	E	\$9.00	250	1,081	1,331	E	\$7.00	176	967	1,143	D
0700 - 0800	\$9.00	159	1,152	1,311	E	\$9.00	188	1170	1,358	E	\$9.00	188	1124	1,312	E	\$9.00	161	1,078	1,239	E	\$7.00	121	873	994	C
0800 - 0900	\$7.00	115	1,011	1,126	D	\$7.00	130	1047	1,177	D	\$7.00	128	1008	1,136	D	\$7.00	133	1,038	1,171	D	\$5.45	132	873	1,005	D
0900 - 1000	\$5.45	112	731	843	C	\$5.45	106	880	986	C	\$5.45	156	962	1,118	D	\$5.45	140	863	1,003	D	\$3.00	119	740	859	C

	Monday 04/11/22					Tuesday 04/12/22					Wednesday 04/13/22					Thursday 04/14/22					Friday 04/15/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	146	450	596	B	\$3.00	164	465	629	B	\$3.00	137	448	585	B	\$3.00	157	473	630	B	\$3.00	104	317	421	B
0500 - 0600	\$7.00	213	1,033	1,246	E	\$7.00	238	1,044	1,282	E	\$7.00	196	1,090	1,286	E	\$7.00	150	1,041	1,191	D	\$5.45	168	765	933	C
0600 - 0700	\$9.00	219	1,089	1,308	E	\$9.00	214	1,176	1,390	E	\$9.00	203	1,162	1,365	E	\$9.00	173	1,147	1,320	E	\$7.00	144	801	945	C
0700 - 0800	\$9.00	197	1,066	1,263	E	\$9.00	166	1,221	1,387	E	\$9.00	163	1,123	1,286	E	\$9.00	163	1,135	1,298	E	\$7.00	141	746	887	C
0800 - 0900	\$7.00	142	1,001	1,143	D	\$7.00	143	1,022	1,165	D	\$7.00	145	920	1,065	D	\$7.00	138	1,023	1,161	D	\$5.45	138	690	828	C
0900 - 1000	\$5.45	138	696	834	C	\$5.45	165	809	974	C	\$5.45	155	906	1,061	D	\$5.45	155	830	985	C	\$3.00	152	608	760	B

	Monday 04/18/22					Tuesday 04/19/22					Wednesday 04/20/22					Thursday 04/21/22					Friday 04/22/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	144	456	600	B	\$3.00	140	483	623	B	\$3.00	138	465	603	B	\$3.00	151	426	577	B	\$3.00	131	389	520	B
0500 - 0600	\$7.00	172	1,015	1,187	D	\$7.00	168	1,053	1,221	E	\$7.00	221	1,000	1,221	E	\$7.00	241	924	1,165	D	\$5.45	185	784	969	C
0600 - 0700	\$9.00	205	1,111	1,316	E	\$9.00	212	1,237	1,449	F	\$9.00	206	1,222	1,428	F	\$9.00	249	1,194	1,443	F	\$7.00	224	939	1,163	D
0700 - 0800	\$9.00	150	1,142	1,292	E	\$9.00	162	1,183	1,345	E	\$9.00	161	1,127	1,288	E	\$9.00	198	1,124	1,322	E	\$7.00	162	920	1,082	D
0800 - 0900	\$7.00	113	927	1,040	D	\$7.00	106	995	1,101	D	\$7.00	88	1,031	1,119	D	\$7.00	125	994	1,119	D	\$5.45	135	765	900	C
0900 - 1000	\$5.45	97	474	571	B	\$5.45	119	905	1,024	D	\$5.45	137	871	1,008	D	\$5.45	142	857	999	C	\$3.00	111	664	775	B

	Monday 04/25/22					Tuesday 04/26/22					Wednesday 04/27/22					Thursday 04/28/22					Friday 04/29/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	157	434	591	B	\$3.00	143	478	621	B	\$3.00	127	468	595	B	\$3.00	154	443	597	B	\$3.00	109	342	451	B
0500 - 0600	\$7.00	242	1,010	1,252	E	\$7.00	177	1,085	1,262	E	\$7.00	190	1,095	1,285	E	\$7.00	206	994	1,200	D	\$5.45	155	882	1,037	D
0600 - 0700	\$9.00	224	1,103	1,327	E	\$9.00	207	1,273	1,480	F	\$9.00	122	575	697	B	\$9.00	243	1,193	1,436	F	\$7.00	203	949	1,152	D
0700 - 0800	\$9.00	238	1,130	1,368	E	\$9.00	218	1,235	1,453	F	\$9.00	27	152	179	A	\$9.00	203	1,074	1,277	E	\$7.00	153	885	1,038	D
0800 - 0900	\$7.00	143	1,036	1,179	D	\$7.00	120	1,129	1,249	E	\$7.00	164	1,133	1,297	E	\$7.00	111	1,000	1,111	D	\$5.45	138	839	977	C
0900 - 1000	\$5.45	116	809	925	C	\$5.45	110	898	1,008	D	\$5.45	117	884	1,001	D	\$5.45	122	770	892	C	\$3.00	104	644	748	B

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## RCTC OPERATIONAL HIGHLIGHTS

### **On-Road Operations**

RCTC Freeway Service Patrol responded to 83 calls during the month of April. Of those calls, 60 were to assist disabled vehicles, ten calls to remove debris, and 13 were in response to accidents that affected the EL.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 47,833,842.67	\$ 29,862,500.00	\$ 17,971,342.67	60.2
Fee Revenue	4,861,238.59	4,764,083.33	97,155.26	2.0
<b>Total operating revenues</b>	<b>52,695,081.26</b>	<b>34,626,583.33</b>	<b>18,068,497.93</b>	<b>52.2</b>
<b>Operating expenses:</b>				
Salaries and Benefits	503,968.88	710,666.67	206,697.79	29.1
Legal Services	60,563.56	173,916.67	113,353.11	65.2
Advisory Services	49,610.54	4,166.67	(45,443.87)	(1,090.7)
Audit and Accounting Fees	29,775.00	30,000.00	225.00	0.8
Service Fees	-	15,583.33	15,583.33	100.0
Other Professional Services	461,685.14	1,046,500.00	584,814.86	55.9
Lease Expense	203,766.86	265,916.67	62,149.81	23.4
Operations	1,570,397.97	3,014,833.33	1,444,435.36	47.9
Utilities	19,912.22	54,250.00	34,337.78	63.3
Supplies and Materials	9,994.23	27,916.67	17,922.44	64.2
Membership and Subscription Fees	14,498.00	25,000.00	10,502.00	42.0
Office Equipment & Furniture (Non-Capital)	365.18	66,666.67	66,301.49	99.5
Maintenance/Repairs	161,471.73	257,166.67	95,694.94	37.2
Training Seminars and Conferences	5,919.66	1,333.33	(4,586.33)	(344.0)
Transportation Expenses	528.92	2,083.33	1,554.41	74.6
Lodging	651.78	1,083.33	431.55	39.8
Meals	130.00	2,500.00	2,370.00	94.8
Other Staff Expenses	174.51	250.00	75.49	30.2
Advertising	-	179,166.67	179,166.67	100.0
Program Management	35,253.95	69,250.00	33,996.05	49.1
Program Operations	4,750,670.98	6,978,500.00	2,227,829.02	31.9
Litigation Settlement	687.06	-	(687.06)	N/A
Furniture & Equipment	-	62,500.00	62,500.00	100.0
Improvements	24,997.50	45,833.33	20,835.83	45.5
Bad Debt Expense	76,390.63	-	(76,390.63)	N/A
<b>Total operating expenses</b>	<b>7,981,414.30</b>	<b>13,035,083.33</b>	<b>5,053,669.03</b>	<b>38.8</b>
<b>Operating income (loss)</b>	<b>44,713,666.96</b>	<b>21,591,500.00</b>	<b>23,122,166.96</b>	<b>107.1</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(871,321.85)	124,583.33	(995,905.18)	799.4
Other Miscellaneous Revenue	39,073.64	-	39,073.64	N/A
Loss on Refunding	(6,733,662.41)	-	(6,733,662.41)	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(20,825,447.54)	(7,534,083.33)	(13,291,364.21)	176.4
<b>Total nonoperating revenues (expenses)</b>	<b>(28,391,358.16)</b>	<b>(7,409,500.00)</b>	<b>(20,981,858.16)</b>	<b>(283.2)</b>
Transfers In	-	-	-	N/A
Transfers Out	(302,521.19)	(895,583.33)	593,062.14	(66.2)
<b>Net income (loss)</b>	<b>\$ 16,019,787.61</b>	<b>\$ 13,286,416.67</b>	<b>\$ 2,733,370.94</b>	<b>20.6</b>

<sup>1</sup> Unaudited

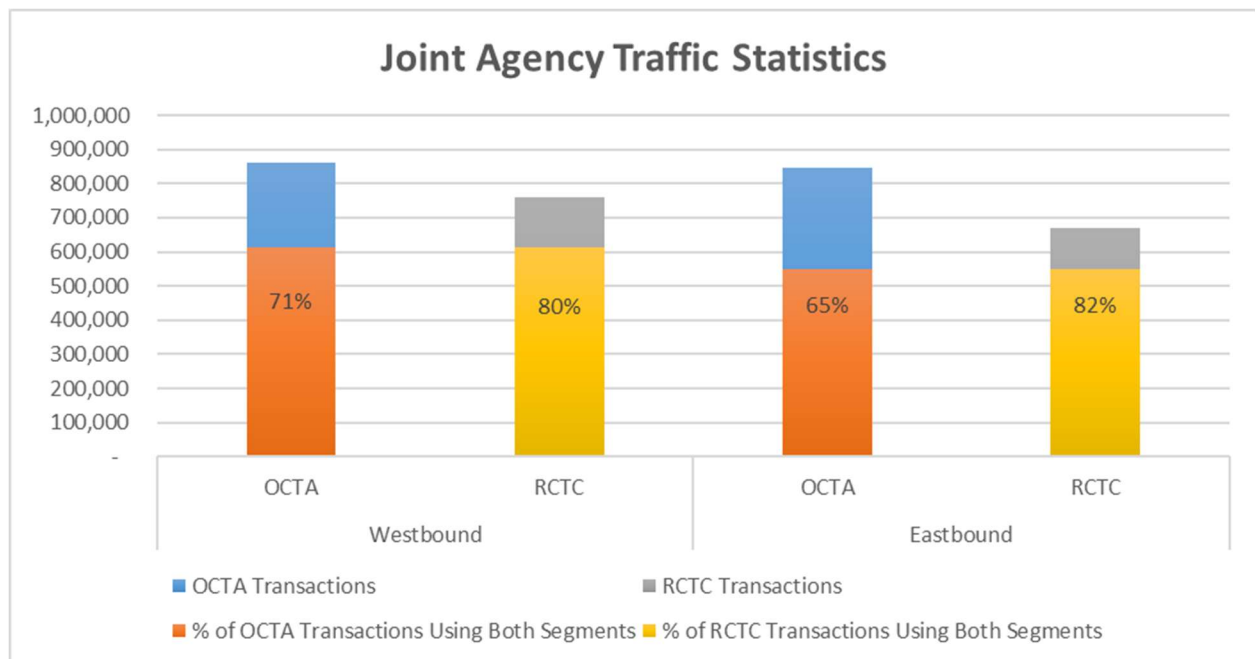
## JOINT AGENCY TRIP AND REVENUE STATISTICS

### MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING April 30, 2022

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
<b>Westbound</b>				
OCTA	859,302	611,403	71%	\$2,366,347.75
RCTC	759,993	611,403	80%	\$3,040,215.10
<b>Eastbound</b>				
OCTA	845,058	550,007	65%	\$2,863,568.07
RCTC	668,837	550,007	82%	\$2,408,567.89

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	Apr 2022 PERFORMANCE
<b>Customer Service</b>			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	50% answered within 60 seconds
Abandon Percentage	Monthly	4 % <=	9%
Customer Satisfaction Score	Monthly	4.5=>	4.88
First Contact Resolution	Monthly	85% of calls resolved on first contact	96%
<b>Timeliness of Case Resolution</b>			
	Monthly	90% of cases resolved in 1 day	70%
	Monthly	98% of cases resolved within 5 days	50%
<b>Mail Performance</b>			
Processing of Returned Mail	Monthly	Per business day in which 90% of returned mail is processed within three (3) Business Days	100%
	Monthly	Per business day in which 100% of returned mail is not processed within ten (10) business days	100%
Research and resolve unidentified Payments	Monthly	100% of all unidentified payments are completely and accurately resolved within five (5) business days	100%
Payment Processing	Monthly	Per business day in which 100% of payments are processed within two (2) business day	100%
<b>Accounting</b>			
Customer Refunds Processed	Monthly	Per business day in which 100% of all refunds are not completely and accurately issued within five (5) business days	100%

Key Performance Indicators for service level, abandon calls, and case resolution were not achieved due to staffing attrition due to COVID-19.

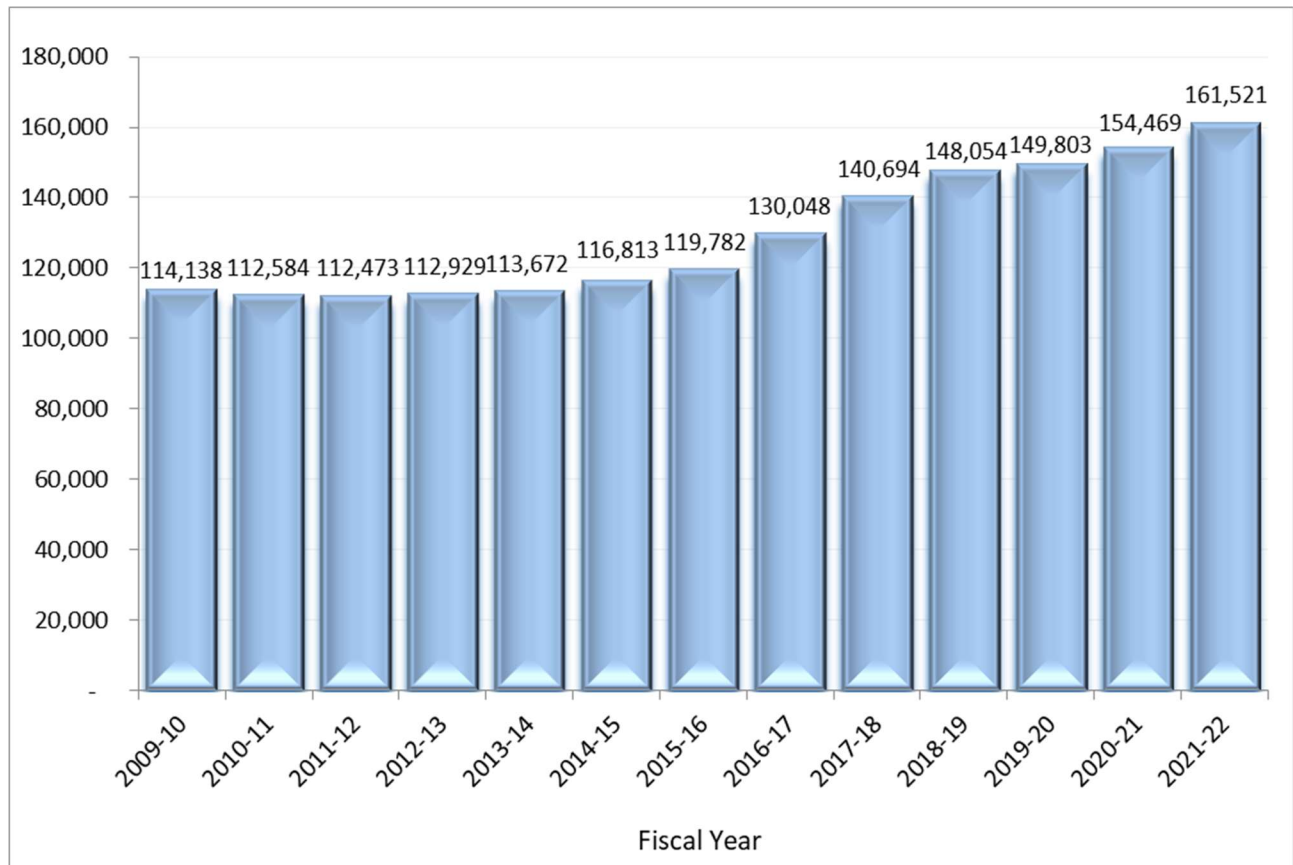
## JOINT AGENCY TRANSPONDER DISTRIBUTION

6C TRANSPONDER DISTRIBUTION	April-22		March-22		FY 2021-22	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	314	3.8%	762	9.0%	5,164	58.3%
Additional Tags to Existing Accounts	8,031	96.2%	7,565	89.1%	3,676	41.5%
Replacement Transponders	0	0.0%	161	1.9%	24	0.3%
Total Issued	8,345		8,488		8,864	
Returned						
Account Closures						
Accounts Down sizing						
Defective Transponders						
Total Returned						

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At the end of April 2022, the 91 EL had 161,521 active customer accounts, and 635,533 transponders classified as assigned.

**Number of Accounts by FY**  
**As of April 30, 2022**









**Orange County Transportation Authority  
Riverside County Transportation Commission**



Status Report  
May 2022

As of May 31, 2022

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# OPERATIONS OVERVIEW OCTA

## TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes (91EL) for May 2022 was 1,730,431. This represents a daily average of 55,820 vehicles. This is a 9.7 percent increase in total traffic volume from the same period last year, which totaled 1,577,066 and was the 15th month of the State of California's stay-at-home orders due to the coronavirus (COVID-19) pandemic. Potential toll revenue for May was \$5,296,455, which represents an increase of 10.2 percent from the prior year's total of \$4,804,320. Carpool percentage for May was 23.7 percent as compared to the previous year's rate of 22.8 percent. As compared to May 2019, the last pre-COVID comparative, traffic volume increased by 12.6 percent and revenue increased by 15.8 percent.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 EL and associated potential revenue for the month of May 2022.

### Current MTD as of May 31, 2022

	MAY-22 MTD Actual	MAY-21 MTD Actual	Yr 22-to-Yr 21 % Variance	MAY-19 MTD Actual	Yr 22-to-Yr 19 % Variance
<b>Trips</b>					
Full Toll Lanes	1,320,049	1,218,007	8.4%	1,119,465	17.9%
3+ Lanes	410,382	359,059	14.3%	417,578	(1.7%)
Total Gross Trips	1,730,431	1,577,066	9.7%	1,537,043	12.6%
<b>Revenue</b>					
Full Toll Lanes	\$5,238,710	\$4,760,306	10.0%	\$4,485,490	16.8%
3+ Lanes	\$57,745	\$44,014	31.2%	\$86,806	(33.5%)
Total Gross Revenue	\$5,296,455	\$4,804,320	10.2%	\$4,572,296	15.8%
<b>Average Revenue per Trip</b>					
Average Full Toll Lanes	\$3.97	\$3.91	1.5%	\$4.01	(1.0%)
Average 3+ Lanes	\$0.14	\$0.12	16.7%	\$0.21	(33.3%)
Average Gross Revenue	\$3.06	\$3.05	0.3%	\$2.97	3.0%

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The 2022 fiscal year-to-date (YTD) traffic volume increased by 33 percent and potential toll revenue increased by 27.7 percent, when compared with the same period the prior year. YTD average revenue per trip is \$3.09.

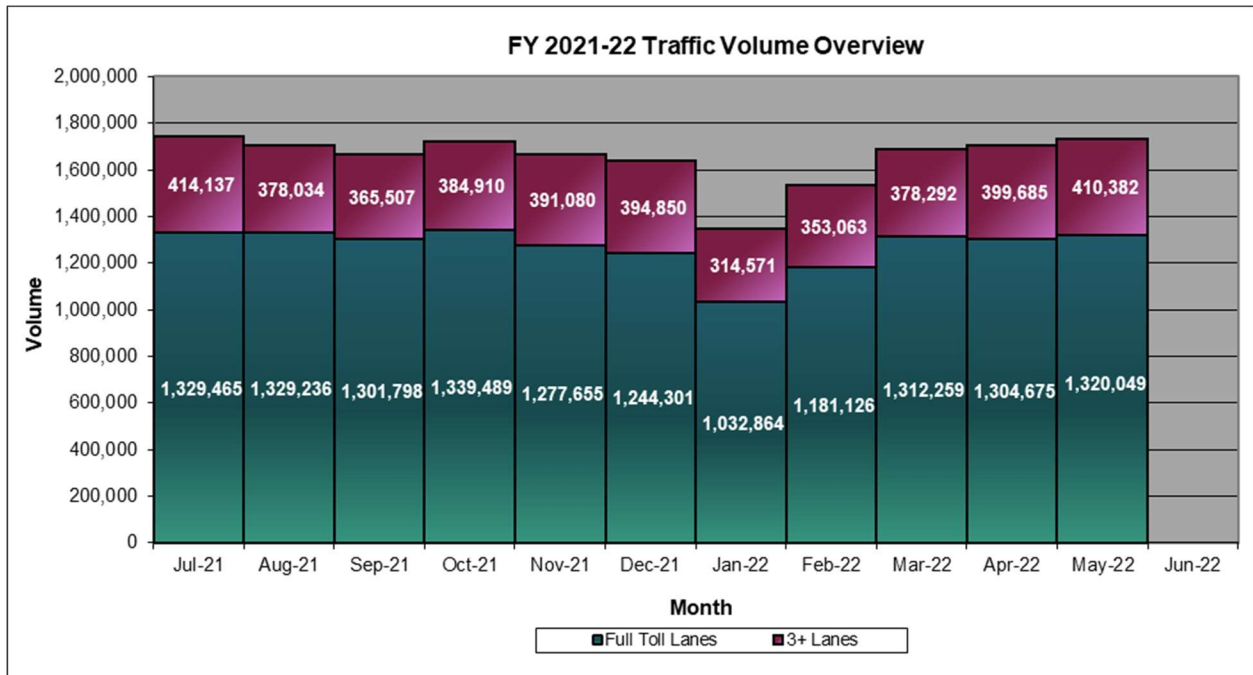
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2021 through May 2022.

**Fiscal Year (FY) 2021-22 YTD as of May 31, 2022**

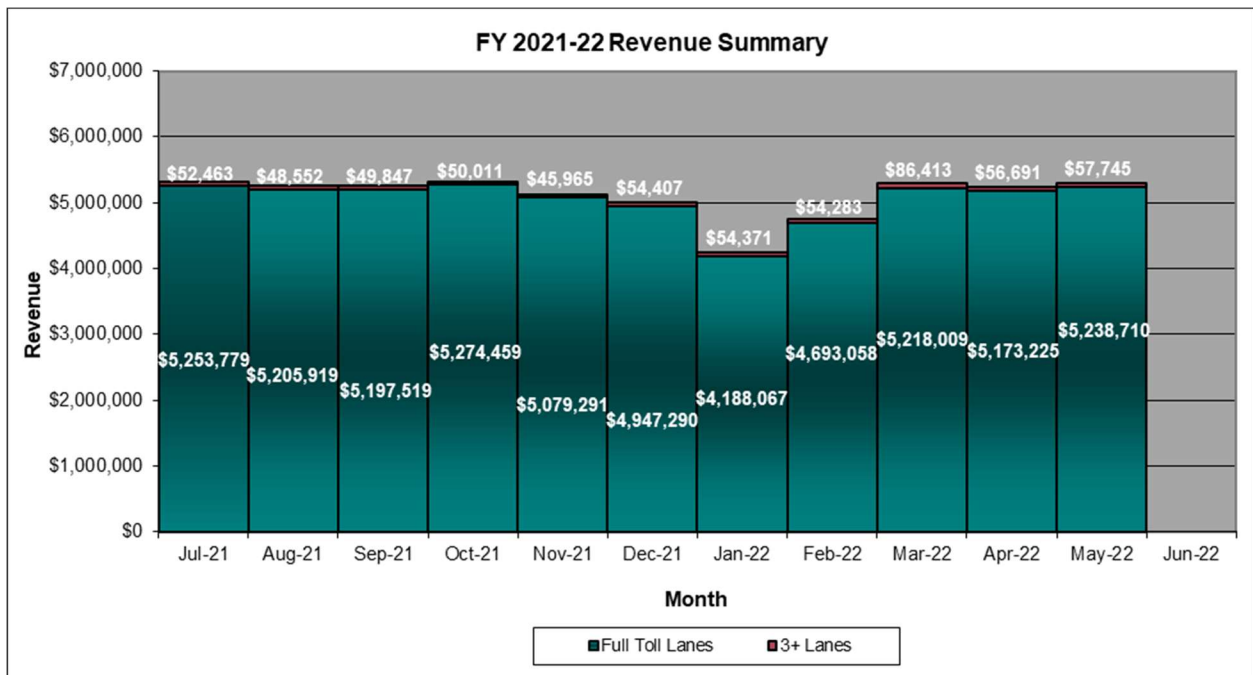
<b>Trips</b>	<b>FY 2021-22 YTD Actual</b>	<b>FY 2020-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
Full Toll Lanes	13,973,037	10,708,596	30.5%
3+ Lanes	4,184,669	2,946,898	42.0%
Total Gross Trips	18,157,706	13,655,494	33.0%
<b>Revenue</b>			
Full Toll Lanes	\$55,469,716	\$43,369,406	27.9%
3+ Lanes	\$587,889	\$525,648	11.8%
Total Gross Revenue	\$56,057,605	\$43,895,054	27.7%
<b>Average Revenue per Trip</b>			
Average Full Toll Lanes	\$3.97	\$4.05	(2.0%)
Average 3+ Lanes	\$0.14	\$0.18	(22.2%)
Average Gross Revenue	\$3.09	\$3.21	(3.7%)

## OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2021-22 on a monthly basis.



## OCTA EASTBOUND PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound direction reached or exceeded 90 percent of defined capacity six times during the month of May 2022. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 94 percent of defined capacity.

PM Time	Monday 05/02/22				Tuesday 05/03/22				Wednesday 05/04/22				Thursday 05/05/22				Friday 05/06/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	444	2,845	84%	\$5.30	379	2,935	86%	\$5.30	429	2,940	86%	\$7.70	447	2,973	87%	\$8.35	422	2,827	83%
1500 - 1600	\$5.65	513	2,934	86%	\$5.75	494	2,964	87%	\$7.45	490	2,860	84%	<b>\$7.45</b>	<b>498</b>	<b>2,937</b>	<b>86%</b>	\$7.90	539	2,855	84%
1600 - 1700	<b>\$5.10</b>	<b>389</b>	<b>2,834</b>	<b>83%</b>	\$5.25	410	2,962	87%	\$6.50	445	2,870	84%	<b>\$7.00</b>	<b>404</b>	<b>2,891</b>	<b>85%</b>	\$6.95	497	2,869	84%
1700 - 1800	<b>\$4.95</b>	<b>476</b>	<b>2,921</b>	<b>86%</b>	\$4.90	451	2,963	87%	\$5.40	460	3,034	89%	\$6.70	393	2,768	81%	\$6.75	484	2,637	78%
1800 - 1900	\$5.65	550	2,584	76%	\$4.05	545	2,899	85%	\$4.05	528	2,896	85%	\$4.50	515	2,794	82%	\$6.75	578	2,609	77%
1900 - 2000	\$3.95	367	1,539	45%	\$3.95	387	1,838	54%	\$3.95	443	1,960	58%	\$5.75	459	2,116	62%	\$6.25	529	2,098	62%

PM Time	Monday 05/09/22				Tuesday 05/10/22				Wednesday 05/11/22				Thursday 05/12/22				Friday 05/13/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	409	2,810	83%	\$5.30	395	2,846	84%	\$5.30	393	2,822	83%	\$7.70	396	2,875	85%	\$8.35	475	2,851	84%
1500 - 1600	\$5.65	486	2,956	87%	<b>\$5.75</b>	<b>494</b>	<b>3,098</b>	<b>91%</b>	\$7.45	455	2,908	86%	<b>\$7.45</b>	<b>526</b>	<b>3,050</b>	<b>90%</b>	\$7.90	547	2,880	85%
1600 - 1700	\$5.10	418	2,802	82%	\$5.25	402	2,903	85%	\$6.50	445	2,914	86%	\$7.00	387	2,784	82%	\$6.95	506	2,751	81%
1700 - 1800	\$4.95	434	2,806	83%	\$4.90	430	2,876	85%	\$5.40	457	2,942	87%	\$6.70	418	2,899	85%	\$6.75	496	2,830	83%
1800 - 1900	\$5.65	555	2,603	77%	\$4.05	331	1,652	49%	\$4.05	583	2,973	87%	\$4.50	603	2,884	85%	\$6.75	614	2,575	76%
1900 - 2000	\$3.95	354	1,407	41%	\$3.95	603	2,463	72%	\$3.95	487	2,026	60%	\$5.75	475	2,080	61%	\$6.25	536	2,025	60%

PM Time	Monday 05/16/22				Tuesday 05/17/22				Wednesday 05/18/22				Thursday 05/19/22				Friday 05/20/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	363	2,658	78%	\$5.30	410	2,889	85%	\$5.30	386	2,934	86%	\$7.70	440	2,945	87%	\$8.35	451	2,935	86%
1500 - 1600	\$5.65	487	2,892	85%	\$5.75	529	2,892	85%	\$7.45	446	2,914	86%	\$7.45	469	2,894	85%	\$7.90	515	2,888	85%
1600 - 1700	\$5.10	403	2,823	83%	\$5.25	425	2,925	86%	\$6.50	436	2,942	87%	\$7.00	420	2,856	84%	\$6.95	491	2,882	85%
1700 - 1800	\$4.95	400	2,679	79%	\$4.90	443	2,985	88%	\$5.40	447	2,928	86%	\$6.70	404	2,706	80%	\$6.75	515	2,833	83%
1800 - 1900	\$5.65	557	2,557	75%	\$4.05	551	2,912	86%	\$4.05	512	2,856	84%	\$4.50	562	2,879	85%	\$6.75	599	2,449	72%
1900 - 2000	\$3.95	349	1,317	39%	\$3.95	382	1,783	52%	\$3.95	432	1,873	55%	\$5.75	471	2,232	66%	\$6.25	493	1,843	54%

PM Time	Monday 05/23/22				Tuesday 05/24/22				Wednesday 05/25/22				Thursday 05/26/22				Friday 05/27/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	420	2,778	82%	\$5.30	381	2,688	79%	\$5.30	487	2,834	83%	\$7.70	494	2,877	85%	\$8.35	548	2,776	82%
1500 - 1600	\$5.65	509	2,849	84%	\$5.75	469	2,863	84%	\$7.45	475	2,897	85%	\$7.45	503	2,871	84%	\$7.90	593	2,764	81%
1600 - 1700	\$5.10	466	2,852	84%	\$5.25	449	2,886	85%	\$6.50	439	2,800	82%	\$7.00	458	2,622	77%	\$6.95	549	2,687	79%
1700 - 1800	\$4.95	469	2,989	88%	\$4.90	494	2,972	87%	\$5.40	448	2,891	85%	\$6.70	398	2,217	65%	\$6.75	593	2,718	80%
1800 - 1900	\$5.65	517	2,477	73%	\$4.05	541	2,911	86%	\$4.05	536	2,862	84%	\$4.50	550	2,881	85%	\$6.75	604	2,247	66%
1900 - 2000	\$3.95	338	1,351	40%	\$3.95	413	1,778	52%	\$3.95	413	1,924	57%	\$5.75	565	2,434	72%	\$6.25	632	1,990	59%

PM Time	Monday 05/30/22				Tuesday 05/31/22				Wednesday 06/01/22				Thursday 06/02/22				Friday 06/03/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$4.40	394	1,115	33%	\$5.30	377	2,690	79%												
1500 - 1600	\$4.40	402	1,129	33%	\$5.75	473	2,823	83%												
1600 - 1700	\$4.40	428	1,120	33%	\$5.25	452	2,858	84%												
1700 - 1800	\$4.40	409	986	29%	\$4.90	449	2,752	81%												
1800 - 1900	\$4.40	467	1,074	32%	\$4.05	534	2,852	84%												
1900 - 2000	\$4.40	489	1,032	30%	\$3.95	362	1,686	50%												

## OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 05/02/22				Tuesday 05/03/22				Wednesday 05/04/22				Thursday 05/05/22				Friday 05/06/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	381	1,219	36%	\$3.15	395	1,180	35%	\$3.15	406	1,141	34%	\$3.15	415	1,136	33%	\$3.15	341	978	29%
0500 - 0600	\$5.10	713	2,692	79%	\$5.10	740	2,751	81%	\$5.10	732	2,705	80%	\$5.10	670	2,579	76%	\$4.85	579	2,245	66%
0600 - 0700	\$5.30	593	2,927	86%	\$5.30	612	3,009	89%	\$5.30	532	2,646	78%	\$5.30	631	3,010	89%	\$5.10	563	2,747	81%
0700 - 0800	\$5.80	661	2,949	87%	\$5.80	632	2,998	88%	\$5.80	660	2,984	88%	\$5.80	587	2,839	84%	\$5.65	511	2,503	74%
0800 - 0900	\$5.30	406	2,638	78%	\$5.30	326	2,670	79%	\$5.30	338	2,603	77%	\$5.30	332	2,645	78%	\$5.10	327	2,334	69%
0900 - 1000	\$4.20	393	2,497	73%	\$4.20	285	2,635	78%	\$4.20	325	2,487	73%	\$4.20	312	2,531	74%	\$4.20	275	2,059	61%

AM Time	Monday 05/09/22				Tuesday 05/10/22				Wednesday 05/11/22				Thursday 05/12/22				Friday 05/13/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	405	1,134	33%	\$3.15	396	1,328	39%	\$3.15	455	1,350	40%	\$3.15	463	1,544	45%	\$3.15	316	972	29%
0500 - 0600	\$5.10	669	2,651	78%	\$5.10	806	3,189	94%	\$5.10	737	2,817	83%	\$5.10	686	2,726	80%	\$4.85	579	2,225	65%
0600 - 0700	\$5.30	568	2,917	86%	\$5.30	608	3,096	91%	\$5.30	607	3,132	92%	\$5.30	601	2,924	86%	\$5.10	548	2,561	75%
0700 - 0800	\$5.80	624	2,866	84%	\$5.80	618	2,989	88%	\$5.80	632	3,097	91%	\$5.80	613	2,845	84%	\$5.65	557	2,451	72%
0800 - 0900	\$5.30	347	2,638	78%	\$5.30	297	2,512	74%	\$5.30	366	2,768	81%	\$5.30	293	2,434	72%	\$5.10	310	2,020	59%
0900 - 1000	\$4.20	346	2,374	70%	\$4.20	358	2,449	72%	\$4.20	313	2,568	76%	\$4.20	279	2,206	65%	\$4.20	344	2,042	60%

AM Time	Monday 05/16/22				Tuesday 05/17/22				Wednesday 05/18/22				Thursday 05/19/22				Friday 05/20/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	384	1,195	35%	\$3.15	413	1,216	36%	\$3.15	415	1,246	37%	\$3.15	398	1,140	34%	\$3.15	346	991	29%
0500 - 0600	\$5.10	662	2,633	77%	\$5.10	705	2,683	79%	\$5.10	727	2,707	80%	\$5.10	710	2,653	78%	\$4.85	545	2,176	64%
0600 - 0700	\$5.30	605	2,923	86%	\$5.30	589	2,991	88%	\$5.30	610	3,006	88%	\$5.30	645	2,908	86%	\$5.10	529	2,462	72%
0700 - 0800	\$5.80	611	2,797	82%	\$5.80	634	2,932	86%	\$5.80	612	2,948	87%	\$5.80	446	1,648	48%	\$5.65	515	2,175	64%
0800 - 0900	\$5.30	326	2,451	72%	\$5.30	303	2,485	73%	\$5.30	309	2,391	70%	\$5.30	228	1,398	41%	\$5.10	273	1,920	56%
0900 - 1000	\$4.20	313	2,087	61%	\$4.20	289	2,263	67%	\$4.20	303	2,393	70%	\$4.20	326	2,100	62%	\$4.20	299	1,852	54%

AM Time	Monday 05/23/22				Tuesday 05/24/22				Wednesday 05/25/22				Thursday 05/26/22				Friday 05/27/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	357	1,144	34%	\$3.15	406	1,191	35%	\$3.15	403	1,147	34%	\$3.15	383	1,060	31%	\$3.15	315	878	26%
0500 - 0600	\$5.10	715	2,762	81%	\$5.10	725	2,730	80%	\$5.10	708	2,667	78%	\$5.10	671	2,664	78%	\$4.85	581	2,203	65%
0600 - 0700	\$5.30	608	2,907	86%	\$5.30	600	2,990	88%	\$5.30	593	2,898	85%	\$5.30	593	2,982	88%	\$5.10	525	2,373	70%
0700 - 0800	\$5.80	595	2,850	84%	\$5.80	634	2,888	85%	\$5.80	553	2,306	68%	\$5.80	632	2,816	83%	\$5.65	525	2,238	66%
0800 - 0900	\$5.30	325	2,463	72%	\$5.30	342	2,573	76%	\$5.30	408	2,725	80%	\$5.30	396	2,534	75%	\$5.10	269	1,875	55%
0900 - 1000	\$4.20	367	2,306	68%	\$4.20	271	2,273	67%	\$4.20	259	1,970	58%	\$4.20	368	2,547	75%	\$4.20	329	1,718	51%

AM Time	Monday 05/30/22				Tuesday 05/31/22				Wednesday 06/01/22				Thursday 06/02/22				Friday 06/03/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$1.75	43	112	3%	\$3.15	371	1,146	34%												
0500 - 0600	\$1.75	70	188	6%	\$5.10	677	2,723	80%												
0600 - 0700	\$1.75	84	279	8%	\$5.30	604	2,971	87%												
0700 - 0800	\$1.75	127	386	11%	\$5.80	557	2,735	80%												
0800 - 0900	\$2.60	218	656	19%	\$5.30	356	2,658	78%												
0900 - 1000	\$3.70	365	1,050	31%	\$4.20	291	2,310	68%												



# FINANCIAL HIGHLIGHTS OCTA

## 91 Express Lanes Operating Statement

Description	YTD as of : <b>5/31/2022</b>		YTD Variance	
	Actual <sup>(1)</sup>	Budget <sup>(1)</sup>	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 51,152,992.79	\$ 38,660,706.00	\$ 12,492,286.79	32.3
Fee Revenue	4,872,929.12	3,203,508.00	1,669,421.12	52.1
<b>Total operating revenues</b>	<b>56,025,921.91</b>	<b>41,864,214.00</b>	<b>14,161,707.91</b>	<b>33.8</b>
<b>Operating expenses:</b>				
Contracted Services	4,297,872.32	7,032,608.00	2,734,735.68	38.9
Administrative Fee	2,478,619.00	2,861,606.00	382,987.00	13.4
Other Professional Services	980,083.84	3,060,084.00	2,080,000.16	68.0
Credit Card Processing Fees	1,196,850.55	1,022,120.00	(174,730.55)	(17.1)
Toll Road Account Servicing	424,301.09	902,500.00	478,198.91	53.0
Other Insurance Expense	429,199.14	804,075.00	374,875.86	46.6
Toll Road Maintenance Supply Repairs	1,657,850.46	2,244,510.00	586,659.54	26.1
Patrol Services	969,830.17	1,007,930.00	38,099.83	3.8
Building Equipment Repairs and Maint	463,747.38	646,845.00	183,097.62	28.3
6C Transponders	-	6,250.00	6,250.00	100.0
Other Services <sup>(5)</sup>	(2,562.50)	756,000.00	758,562.50	100.3
Utilities	84,295.23	47,076.00	(37,219.23)	(79.1)
Office Expense	1,176.35	468,679.00	467,502.65	99.7
Bad Debt Expense	86,686.74	-	(86,686.74)	N/A
Miscellaneous <sup>(2)</sup>	87,304.84	125,052.00	37,747.16	30.2
Leases	378,087.66	453,574.00	75,486.34	16.6
<b>Total operating expenses</b>	<b>13,533,342.27</b>	<b>21,438,909.00</b>	<b>7,905,566.73</b>	<b>36.9</b>
Depreciation and Amortization <sup>(3)</sup>	2,957,138.42	-	(2,957,138.42)	N/A
<b>Operating income (loss)</b>	<b>39,535,441.22</b>	<b>20,425,305.00</b>	<b>19,110,136.22</b>	<b>93.6</b>
<b>Nonoperating revenues (expenses):</b>				
Reimbursement from Other Agencies	202,883.68	-	202,883.68	N/A
Interest Income	2,101,270.40	1,576,883.00	524,387.40	33.3
Interest Expense	(3,619,662.21)	(4,045,825.00)	426,162.79	10.5
Other	7,291.20	-	7,291.20	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(1,308,216.93)</b>	<b>(2,468,942.00)</b>	<b>1,160,725.07</b>	<b>47.0</b>
Transfers In	-	-	-	N/A
Transfers Out <sup>(4)</sup>	(10,183,427.96)	(6,958,449.00)	(3,224,978.96)	(46.3)
<b>Net income (loss)</b>	<b>\$ 28,043,796.33</b>	<b>\$ 10,997,914.00</b>	<b>\$ 17,045,882.33</b>	<b>155.0</b>

<sup>1</sup>Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

<sup>2</sup>Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

<sup>3</sup>Depreciation and amortization are not budgeted items.

<sup>4</sup>Transfers Out: For M2 Project I and Project J expense reimbursements.

<sup>5</sup>Litigation settlement was accrued, the negative will be offset once the litigation payment is issued.

## Capital Asset Activity

During the 11 months ending May 31, 2022, capital asset activities included payment of \$1,882,220 attributing to the Electronic Toll and Traffic Management system project and \$679,321 to the back-office system project.



# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 EL for May 2022 was 1,437,467. This represents a daily average of 46,370 vehicles. This is a 5.9 percent increase in total traffic volume from the same period last year, which totaled 1,357,183 and was the 15th month of the State of California's stay-at-home orders due to the COVID-19 pandemic. Potential toll revenue for May was \$5,465,847, which represents an increase of 25 percent from the prior year's total of \$4,371,441. Carpool percentage for May was 22.5 percent as compared to the previous year's rate of 21.1 percent. As compared to May 2019, the last pre-COVID comparative, traffic volume increased by six percent and revenue increased by two percent.

MTD traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 EL and associated potential revenue for the month of May 2022.

### Current MTD as of May 31, 2022

Trips	MAY-22 MTD Actual	Stantec MTD Projected	# Variance	% Variance	MAY-21 MTD Actual	Yr-to-Yr % Variance	MAY-19 MTD Actual	Yr 22-to-Yr 19 % Variance
Full Toll Lanes	1,113,885	1,001,457	112,428	11.2%	1,070,406	4.1%	1,008,723	10.4%
3+ Lanes	323,582	359,114	(35,532)	(9.9%)	286,777	12.8%	347,560	(6.9%)
Total Gross Trips	1,437,467	1,360,571	76,896	5.7%	1,357,183	5.9%	1,356,283	6.0%
<b>Revenue</b>								
Full Toll Lanes	\$5,423,969	\$4,509,843	\$914,126	20.3%	\$4,328,328	25.3%	\$5,313,798	2.1%
3+ Lanes	\$41,878	\$0	\$41,878		\$43,113	(2.9%)	\$46,697	(10.3%)
Total Gross Revenue	\$5,465,847	\$4,509,843	\$956,004	21.2%	\$4,371,441	25.0%	\$5,360,495	2.0%
<b>Average Revenue per Trip</b>								
Average Full Toll Lanes	\$4.87	\$4.50	\$0.37	8.2%	\$4.04	20.5%	\$5.27	(7.6%)
Average 3+ Lanes	\$0.13	\$0.00	\$0.13		\$0.15	(13.3%)	\$0.13	0.0%
Average Gross Revenue	\$3.80	\$3.31	\$0.49	14.8%	\$3.22	18.0%	\$3.95	(3.8%)

The 2022 fiscal YTD traffic volume increased by 33 percent and potential toll revenue increased by 48.4 percent, when compared with the same period the prior year. YTD average revenue per-trip is \$3.76.

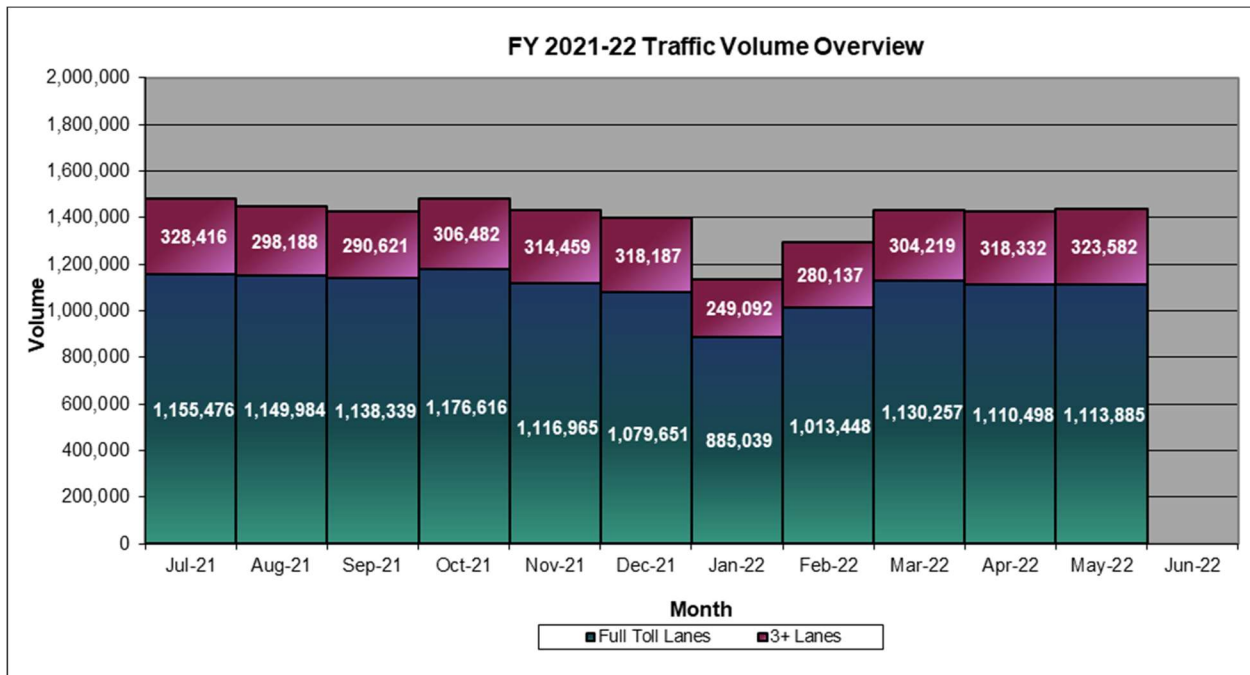
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2021 through May 2022.

**FY 2021-22 YTD as of May 31, 2022**

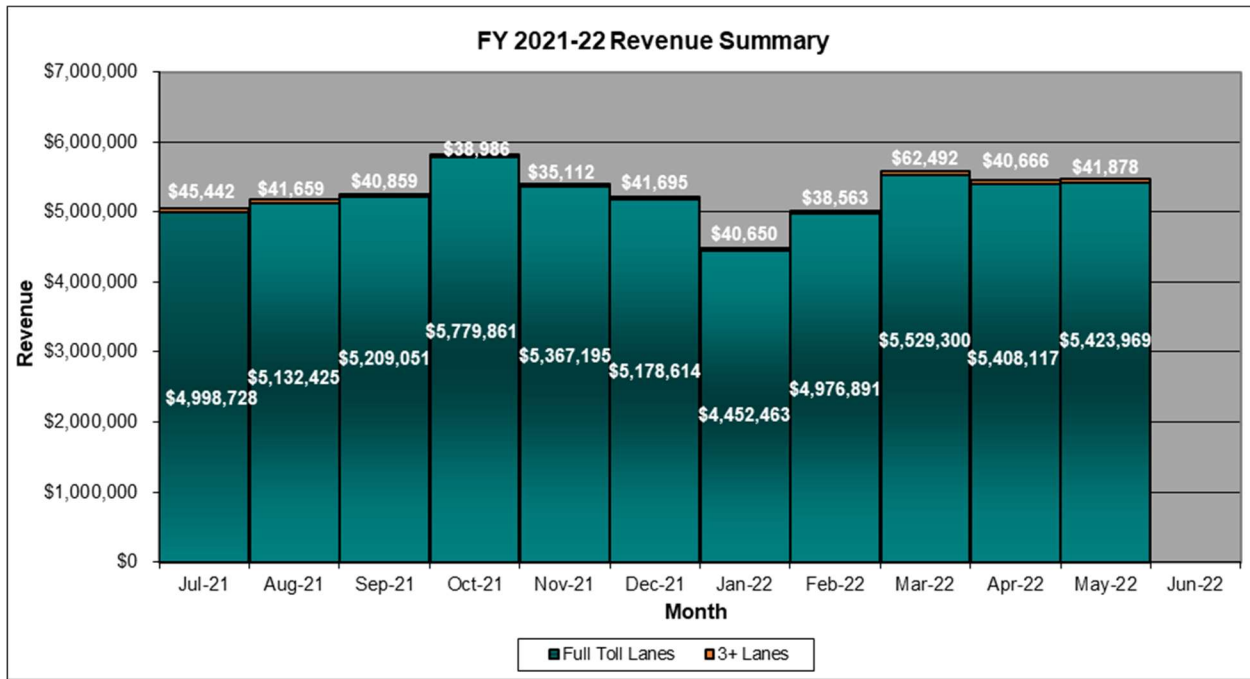
<b>Trips</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>	<b>FY 2020-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
Full Toll Lanes	12,070,240	10,369,257	1,700,983	16.4%	9,211,904	31.0%
3+ Lanes	3,331,732	3,668,829	(337,097)	(9.2%)	2,368,854	40.6%
Total Gross Trips	15,401,972	14,038,086	1,363,886	9.7%	11,580,758	33.0%
<b>Revenue</b>						
Full Toll Lanes	\$57,456,933	\$45,494,571	\$11,962,362	26.3%	\$38,617,453	48.8%
3+ Lanes	\$450,841	\$0	\$450,841		\$407,902	10.5%
Total Gross Revenue	\$57,907,774	\$45,494,571	\$12,413,203	27.3%	\$39,025,355	48.4%
<b>Average Revenue per Trip</b>						
Average Full Toll Lanes	\$4.76	\$4.39	\$0.37	8.4%	\$4.19	13.6%
Average 3+ Lanes	\$0.14	\$0.00	\$0.14		\$0.17	(17.6%)
Average Gross Revenue	\$3.76	\$3.24	\$0.52	16.0%	\$3.37	11.6%

## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



## RCTC PEAK-HOUR VOLUMES

In May, no toll rates were adjusted. RCTC evaluates traffic volumes for peak-period hours and adjusts rates according to the toll rate policy.

## RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 05/02/22					Tuesday 05/03/22					Wednesday 05/04/22					Thursday 05/05/22					Friday 05/06/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	218	971	1,189	D	\$7.05	174	1001	1,175	D	\$9.15	204	1017	1,221	E	\$12.25	189	1,072	1,261	E	\$26.80	268	1,135	1,403	F
1500 - 1600	\$7.75	260	982	1,242	E	\$9.80	248	931	1,179	D	\$12.85	222	893	1,115	D	\$16.60	229	944	1,173	D	\$26.50	244	769	1,013	D
1600 - 1700	\$5.45	170	914	1,084	D	\$5.45	185	981	1,166	D	\$5.45	207	980	1,187	D	\$7.75	180	994	1,174	D	\$15.60	260	914	1,174	D
1700 - 1800	\$5.45	189	869	1,058	D	\$5.45	184	880	1,064	D	\$5.45	378	897	1,275	E	\$5.45	197	929	1,126	D	\$7.05	253	968	1,221	E
1800 - 1900	\$5.45	261	799	1,060	D	\$5.45	246	854	1,100	D	\$5.45	244	874	1,118	D	\$5.45	248	889	1,137	D	\$5.45	267	848	1,115	D
1900 - 2000	\$2.30	159	519	678	B	\$4.25	174	549	723	B	\$4.25	164	509	673	B	\$5.45	210	740	950	C	\$4.25	249	675	924	C

PM Time	Monday 05/09/22					Tuesday 05/10/22					Wednesday 05/11/22					Thursday 05/12/22					Friday 05/13/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	184	1,060	1,244	E	\$7.05	186	1034	1,220	E	\$9.15	197	1024	1,221	E	\$12.25	192	1,050	1,242	E	\$26.80	273	1,047	1,320	F
1500 - 1600	\$7.75	254	963	1,217	E	\$9.80	227	974	1,201	E	\$12.85	228	969	1,197	D	\$16.60	266	952	1,218	E	\$26.50	279	936	1,215	E
1600 - 1700	\$5.45	217	860	1,077	D	\$5.45	183	1019	1,202	E	\$5.45	207	958	1,165	D	\$7.75	167	840	1,007	D	\$15.60	221	949	1,170	D
1700 - 1800	\$5.45	192	874	1,066	D	\$5.45	182	833	1,015	D	\$5.45	192	916	1,108	D	\$5.45	186	958	1,144	D	\$7.05	233	953	1,186	D
1800 - 1900	\$5.45	222	778	1,000	C	\$5.45	154	600	754	B	\$5.45	238	837	1,075	D	\$5.45	256	840	1,096	D	\$5.45	256	824	1,080	D
1900 - 2000	\$2.30	135	427	562	B	\$4.25	270	692	962	C	\$4.25	206	612	818	C	\$5.45	238	707	945	C	\$4.25	224	777	1,001	D

PM Time	Monday 05/16/22					Tuesday 05/17/22					Wednesday 05/18/22					Thursday 05/19/22					Friday 05/20/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	177	925	1,102	D	\$7.05	201	984	1,185	D	\$9.15	175	980	1,155	D	\$12.25	208	1,058	1,266	E	\$26.80	242	958	1,200	D
1500 - 1600	\$7.75	236	881	1,117	D	\$9.80	254	915	1,169	D	\$12.85	231	920	1,151	D	\$16.60	235	956	1,191	D	\$26.50	312	935	1,247	E
1600 - 1700	\$5.45	195	906	1,101	D	\$5.45	178	999	1,177	D	\$5.45	185	932	1,117	D	\$7.75	172	947	1,119	D	\$15.60	270	998	1,268	E
1700 - 1800	\$5.45	191	889	1,080	D	\$5.45	193	909	1,102	D	\$5.45	249	1,142	1,391	F	\$5.45	175	974	1,149	D	\$7.05	255	963	1,218	E
1800 - 1900	\$5.45	231	756	987	C	\$5.45	252	873	1,125	D	\$5.45	231	829	1,060	D	\$5.45	240	858	1,098	D	\$5.45	288	773	1,061	D
1900 - 2000	\$2.30	153	399	552	B	\$4.25	179	609	788	B	\$4.25	185	640	825	C	\$5.45	232	783	1,015	D	\$4.25	232	649	881	C

PM Time	Monday 05/23/22					Tuesday 05/24/22					Wednesday 05/25/22					Thursday 05/26/22					Friday 05/27/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	186	981	1,167	D	\$7.05	186	936	1,122	D	\$9.15	240	942	1,182	D	\$12.25	257	1,060	1,317	F	\$26.80	375	895	1,270	E
1500 - 1600	\$7.75	240	928	1,168	D	\$9.80	232	964	1,196	D	\$12.85	239	962	1,201	E	\$16.60	283	950	1,233	E	\$26.50	375	858	1,233	E
1600 - 1700	\$5.45	213	951	1,164	D	\$5.45	219	913	1,132	D	\$5.45	212	968	1,180	D	\$7.75	209	809	1,018	D	\$15.60	419	877	1,296	E
1700 - 1800	\$5.45	201	910	1,111	D	\$5.45	204	920	1,124	D	\$5.45	184	865	1,049	D	\$5.45	209	914	1,123	D	\$7.05	361	927	1,288	E
1800 - 1900	\$5.45	217	726	943	C	\$5.45	260	881	1,141	D	\$5.45	266	865	1,131	D	\$5.45	316	973	1,289	E	\$5.45	344	752	1,096	D
1900 - 2000	\$2.30	132	420	552	B	\$4.25	167	634	801	C	\$4.25	192	630	822	C	\$5.45	281	858	1,139	D	\$4.25	333	684	1,017	D

PM Time	Monday 05/30/22					Tuesday 05/31/22					Wednesday 06/01/22					Thursday 06/02/22					Friday 06/03/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.30	154	364	518	B	\$7.05	181	921	1,102	D															
1500 - 1600	\$2.30	192	335	527	B	\$9.80	260	866	1,126	D															
1600 - 1700	\$2.30	174	296	470	B	\$5.45	190	876	1,066	D															
1700 - 1800	\$2.30	177	276	453	B	\$5.45	191	803	994	C															
1800 - 1900	\$2.30	217	222	264	A	\$5.45	251	808	1,059	D															
1900 - 2000	\$2.30	229	310	539	B	\$4.25	193	561	754	B															

**Eastbound PM Peak - County Line to 15 SB Ontario**

PM Time	Monday 05/02/22					Tuesday 05/03/22					Wednesday 05/04/22					Thursday 05/05/22					Friday 05/06/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	121	689	810	C	\$5.45	116	789	905	C	\$5.45	110	791	901	C	\$5.45	142	794	936	C	\$5.45	132	679	811	C
1500 - 1600	\$5.45	126	649	775	B	\$5.45	140	739	879	C	\$5.45	135	698	833	C	\$5.45	107	681	788	B	\$5.45	107	521	628	B
1600 - 1700	\$3.00	107	611	718	B	\$5.45	111	629	740	B	\$5.45	112	629	741	B	\$5.45	98	733	831	C	\$3.00	134	591	725	B
1700 - 1800	\$3.00	120	632	752	B	\$3.00	123	674	797	B	\$3.00	105	627	732	B	\$3.00	96	655	751	B	\$3.00	133	592	725	B
1800 - 1900	\$3.00	139	566	705	B	\$3.00	144	611	755	B	\$3.00	136	654	790	B	\$3.00	126	625	751	B	\$3.00	130	560	690	B
1900 - 2000	\$3.00	127	366	493	B	\$3.00	105	473	578	B	\$3.00	157	589	746	B	\$3.00	137	528	665	B	\$3.00	157	429	586	B

PM Time	Monday 05/09/22					Tuesday 05/10/22					Wednesday 05/11/22					Thursday 05/12/22					Friday 05/13/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	118	712	830	C	\$5.45	131	728	859	C	\$5.45	111	755	866	C	\$5.45	107	713	820	C	\$5.45	137	658	795	B
1500 - 1600	\$5.45	128	656	784	B	\$5.45	114	659	773	B	\$5.45	124	706	830	C	\$5.45	128	683	811	C	\$5.45	118	600	718	B
1600 - 1700	\$3.00	96	628	724	B	\$5.45	109	655	764	B	\$5.45	110	652	762	B	\$5.45	116	677	793	B	\$3.00	112	604	716	B
1700 - 1800	\$3.00	120	895	1,015	D	\$3.00	113	628	741	B	\$3.00	117	637	754	B	\$3.00	114	636	750	B	\$3.00	114	619	733	B
1800 - 1900	\$3.00	133	565	698	B	\$3.00	95	444	539	B	\$3.00	129	685	814	C	\$3.00	146	684	830	C	\$3.00	137	566	703	B
1900 - 2000	\$3.00	87	323	410	B	\$3.00	164	627	791	B	\$3.00	145	482	627	B	\$3.00	118	536	654	B	\$3.00	143	473	616	B

PM Time	Monday 05/16/22					Tuesday 05/17/22					Wednesday 05/18/22					Thursday 05/19/22					Friday 05/20/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	109	713	822	C	\$5.45	120	750	870	C	\$5.45	130	741	871	C	\$5.45	137	791	928	C	\$5.45	147	706	853	C
1500 - 1600	\$5.45	141	661	802	C	\$5.45	148	674	822	C	\$5.45	124	718	842	C	\$5.45	117	646	763	B	\$5.45	120	595	715	B
1600 - 1700	\$3.00	93	617	710	B	\$5.45	109	676	785	B	\$5.45	102	680	782	B	\$5.45	87	648	735	B	\$3.00	113	600	713	B
1700 - 1800	\$3.00	99	598	697	B	\$3.00	122	667	789	B	\$3.00	64	382	446	B	\$3.00	86	644	730	B	\$3.00	129	624	753	B
1800 - 1900	\$3.00	128	526	654	B	\$3.00	150	631	781	B	\$3.00	119	595	714	B	\$3.00	121	696	817	C	\$3.00	162	513	675	B
1900 - 2000	\$3.00	106	317	423	B	\$3.00	113	434	547	B	\$3.00	104	448	552	B	\$3.00	142	553	695	B	\$3.00	137	437	574	B

PM Time	Monday 05/23/22					Tuesday 05/24/22					Wednesday 05/25/22					Thursday 05/26/22					Friday 05/27/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	115	688	803	C	\$5.45	125	656	781	B	\$5.45	132	710	842	C	\$5.45	122	667	789	B	\$5.45	133	500	633	B
1500 - 1600	\$5.45	110	626	736	B	\$5.45	110	640	750	B	\$5.45	126	670	796	B	\$5.45	129	670	799	B	\$5.45	142	520	662	B
1600 - 1700	\$3.00	102	649	751	B	\$5.45	110	667	777	B	\$5.45	109	643	752	B	\$5.45	108	524	632	B	\$3.00	151	472	623	B
1700 - 1800	\$3.00	101	655	756	B	\$3.00	129	660	789	B	\$3.00	112	606	718	B	\$3.00	115	528	643	B	\$3.00	151	478	629	B
1800 - 1900	\$3.00	133	550	683	B	\$3.00	130	652	782	B	\$3.00	142	625	767	B	\$3.00	161	652	813	C	\$3.00	157	485	642	B
1900 - 2000	\$3.00	102	355	457	B	\$3.00	113	445	558	B	\$3.00	117	452	569	B	\$3.00	155	602	757	B	\$3.00	144	417	561	B

PM Time	Monday 05/30/22					Tuesday 05/31/22					Wednesday 06/01/22					Thursday 06/02/22					Friday 06/03/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.00	118	237	355	A	\$5.45	103	662	765	B															
1500 - 1600	\$2.00	128	228	356	A	\$5.45	125	653	778	B															
1600 - 1700	\$2.00	131	197	328	A	\$5.45	113	588	701	B															
1700 - 1800	\$2.00	129	180	309	A	\$3.00	100	586	686	B															
1800 - 1900	\$2.00	133	123	194	A	\$3.00	139	597	736	B															
1900 - 2000	\$2.00	139	178	317	A	\$3.00	103	428	531	B															

## RCTC WESTBOUND PEAK-HOUR VOLUMES

### Westbound AM Peak - McKinley to County Line

AM Time	Monday 05/02/22					Tuesday 05/03/22					Wednesday 05/04/22					Thursday 05/05/22					Friday 05/06/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	182	448	630	B	\$2.30	192	418	610	B	\$2.30	188	379	567	B	\$2.30	196	406	602	B	\$2.30	153	354	507	B
0500 - 0600	\$11.20	361	1,087	1,448	F	\$11.20	365	1,021	1,386	F	\$11.20	382	1,063	1,445	F	\$9.45	350	1,039	1,389	F	\$5.45	264	974	1,238	E
0600 - 0700	\$17.30	345	1,246	1,591	F	\$18.30	370	1,260	1,630	F	\$18.30	319	1,087	1,406	F	\$17.30	387	1,329	1,716	F	\$10.45	292	1,114	1,406	F
0700 - 0800	\$13.60	407	1,290	1,697	F	\$14.30	387	1,241	1,628	F	\$14.30	373	1,249	1,622	F	\$13.30	359	1,283	1,642	F	\$8.70	276	1,050	1,326	E
0800 - 0900	\$8.70	232	1,299	1,531	F	\$9.70	225	1,289	1,514	F	\$9.70	208	1,310	1,518	F	\$8.70	207	1,348	1,555	F	\$5.45	173	927	1,100	D
0900 - 1000	\$4.25	230	1,076	1,306	E	\$5.45	152	1,078	1,230	E	\$5.45	170	1,076	1,246	E	\$5.45	170	1,025	1,195	D	\$4.25	123	815	938	C

AM Time	Monday 05/09/22					Tuesday 05/10/22					Wednesday 05/11/22					Thursday 05/12/22					Friday 05/13/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	188	432	620	B	\$2.30	158	481	639	B	\$2.30	193	432	625	B	\$2.30	183	459	642	B	\$2.30	140	390	530	B
0500 - 0600	\$11.20	327	964	1,291	E	\$11.20	310	1,175	1,485	F	\$11.20	361	1,122	1,483	F	\$9.45	302	1,152	1,454	F	\$5.45	277	978	1,255	E
0600 - 0700	\$17.30	350	1,301	1,651	F	\$18.30	326	1,372	1,698	F	\$18.30	358	1,244	1,602	F	\$17.30	345	1,250	1,595	F	\$10.45	285	1,051	1,336	E
0700 - 0800	\$13.60	394	1,270	1,664	F	\$14.30	346	1,280	1,626	F	\$14.30	389	1,299	1,688	F	\$13.30	361	1,242	1,603	F	\$8.70	300	949	1,249	E
0800 - 0900	\$8.70	202	1,258	1,460	F	\$9.70	173	1,096	1,269	E	\$9.70	235	1,382	1,617	F	\$8.70	153	1,060	1,213	E	\$5.45	167	825	992	C
0900 - 1000	\$4.25	185	988	1,173	D	\$5.45	171	940	1,111	D	\$5.45	171	1,077	1,248	E	\$5.45	139	929	1,068	D	\$4.25	155	746	901	C

AM Time	Monday 05/16/22					Tuesday 05/17/22					Wednesday 05/18/22					Thursday 05/19/22					Friday 05/20/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	184	417	601	B	\$2.30	181	456	637	B	\$2.30	194	417	611	B	\$2.30	186	404	590	B	\$2.30	166	312	478	B
0500 - 0600	\$11.20	378	1,077	1,455	F	\$11.20	335	1,078	1,413	F	\$11.20	372	1,043	1,415	F	\$9.45	379	1,041	1,420	F	\$5.45	265	902	1,167	D
0600 - 0700	\$17.30	358	1,241	1,599	F	\$18.30	324	1,287	1,611	F	\$18.30	397	1,316	1,713	F	\$17.30	383	1,197	1,580	F	\$10.45	299	1,031	1,330	E
0700 - 0800	\$13.60	356	1,249	1,605	F	\$14.30	341	1,303	1,644	F	\$14.30	357	1,220	1,577	F	\$13.30	358	1,128	1,486	F	\$8.70	292	940	1,232	E
0800 - 0900	\$8.70	195	1,139	1,334	E	\$9.70	183	1,117	1,300	E	\$9.70	195	1,083	1,278	E	\$8.70	190	1,018	1,208	E	\$5.45	135	925	1,060	D
0900 - 1000	\$4.25	155	799	954	C	\$5.45	134	891	1,025	D	\$5.45	147	916	1,063	D	\$5.45	164	1,075	1,239	E	\$4.25	152	748	900	C

AM Time	Monday 05/23/22					Tuesday 05/24/22					Wednesday 05/25/22					Thursday 05/26/22					Friday 05/27/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	178	455	633	B	\$2.30	199	409	608	B	\$2.30	198	415	613	B	\$2.30	180	418	598	B	\$2.30	149	331	480	B
0500 - 0600	\$11.20	366	1,078	1,444	F	\$11.20	382	1,036	1,418	F	\$11.20	385	1,066	1,451	F	\$9.45	268	1,204	1,472	F	\$5.45	323	905	1,228	E
0600 - 0700	\$17.30	367	1,241	1,608	F	\$18.30	309	1,087	1,396	F	\$18.30	333	1,134	1,467	F	\$17.30	314	1,331	1,645	F	\$10.45	287	948	1,235	E
0700 - 0800	\$13.60	374	1,248	1,622	F	\$14.30	328	1,317	1,645	F	\$14.30	369	1,240	1,609	F	\$13.30	347	1,317	1,664	F	\$8.70	242	884	1,126	D
0800 - 0900	\$8.70	180	1,016	1,196	D	\$9.70	189	1,231	1,420	F	\$9.70	204	1,135	1,339	E	\$8.70	212	1,171	1,383	F	\$5.45	156	738	894	C
0900 - 1000	\$4.25	146	790	936	C	\$5.45	134	917	1,051	D	\$5.45	153	897	1,050	D	\$5.45	185	887	1,072	D	\$4.25	182	649	831	C

AM Time	Monday 05/30/22					Tuesday 05/31/22					Wednesday 06/01/22					Thursday 06/02/22					Friday 06/03/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$1.60	16	25	41	A	\$2.30	184	434	618	B															
0500 - 0600	\$1.60	26	62	88	A	\$11.20	367	1,109	1,476	F															
0600 - 0700	\$1.60	47	95	142	A	\$18.30	368	1,213	1,581	F															
0700 - 0800	\$1.60	77	160	237	A	\$14.30	338	1,145	1,483	F															
0800 - 0900	\$2.30	126	268	394	A	\$9.70	224	1,204	1,428	F															
0900 - 1000	\$2.30	242	438	680	B	\$5.45	146	873	1,019	D															



**Westbound AM Peak - I-15 North to County Line**

	Monday 05/02/22					Tuesday 05/03/22					Wednesday 05/04/22					Thursday 05/05/22					Friday 05/06/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	164	464	628	B	\$3.00	179	479	658	B	\$3.00	167	455	622	B	\$3.00	164	469	633	B	\$3.00	93	414	507	B
0500 - 0600	\$7.00	234	1,001	1,235	E	\$7.00	242	1061	1,303	E	\$7.00	244	1089	1,303	E	\$7.00	230	1,048	1,278	E	\$5.45	156	929	1,085	D
0600 - 0700	\$9.00	244	1,142	1,386	E	\$9.00	247	1237	1,484	F	\$9.00	225	1221	1,446	F	\$9.00	245	1,204	1,449	F	\$7.00	203	1,014	1,217	E
0700 - 0800	\$9.00	222	1,136	1,358	E	\$9.00	223	1205	1,428	F	\$9.00	241	1220	1,461	F	\$9.00	231	1,148	1,379	E	\$7.00	154	913	1,067	D
0800 - 0900	\$7.00	162	956	1,118	D	\$7.00	124	1132	1,256	E	\$7.00	112	1024	1,136	D	\$7.00	138	1,013	1,151	D	\$5.45	118	868	986	C
0900 - 1000	\$5.45	116	722	838	C	\$5.45	117	966	1,083	D	\$5.45	122	921	1,043	D	\$5.45	121	859	980	C	\$3.00	104	652	756	B

	Monday 05/09/22					Tuesday 05/10/22					Wednesday 05/11/22					Thursday 05/12/22					Friday 05/13/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	135	490	625	B	\$3.00	145	499	644	B	\$3.00	178	456	634	B	\$3.00	147	480	627	B	\$3.00	113	389	502	B
0500 - 0600	\$7.00	199	1,094	1,293	E	\$7.00	172	1155	1,327	E	\$7.00	262	1071	1,333	E	\$7.00	169	1,099	1,268	E	\$5.45	145	873	1,018	D
0600 - 0700	\$9.00	220	1,167	1,387	E	\$9.00	198	1236	1,434	F	\$9.00	245	1275	1,520	F	\$9.00	205	1,117	1,322	E	\$7.00	194	971	1,165	D
0700 - 0800	\$9.00	211	1,070	1,281	E	\$9.00	201	1139	1,340	E	\$9.00	237	1249	1,486	F	\$9.00	228	1,133	1,361	E	\$7.00	189	895	1,084	D
0800 - 0900	\$7.00	129	1,033	1,162	D	\$7.00	136	1085	1,221	E	\$7.00	133	1029	1,162	D	\$7.00	130	1,085	1,215	E	\$5.45	113	814	927	C
0900 - 1000	\$5.45	129	801	930	C	\$5.45	146	920	1,066	D	\$5.45	108	823	931	C	\$5.45	109	675	784	B	\$3.00	132	700	832	C

	Monday 05/16/22					Tuesday 05/17/22					Wednesday 05/18/22					Thursday 05/19/22					Friday 05/20/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	153	474	627	B	\$3.00	148	461	609	B	\$3.00	153	456	609	B	\$3.00	165	411	576	B	\$3.00	135	355	490	B
0500 - 0600	\$7.00	205	1,012	1,217	E	\$7.00	201	1,077	1,278	E	\$7.00	243	1,000	1,243	E	\$7.00	216	1,035	1,251	E	\$5.45	148	908	1,056	D
0600 - 0700	\$9.00	252	1,075	1,327	E	\$9.00	218	1,284	1,502	F	\$9.00	245	1,212	1,457	F	\$9.00	255	1,107	1,362	E	\$7.00	198	948	1,146	D
0700 - 0800	\$9.00	210	1,102	1,312	E	\$9.00	216	1,217	1,433	F	\$9.00	220	1,141	1,361	E	\$9.00	201	1,108	1,309	E	\$7.00	154	964	1,118	D
0800 - 0900	\$7.00	136	936	1,072	D	\$7.00	130	1,033	1,163	D	\$7.00	112	972	1,084	D	\$7.00	151	1,022	1,173	D	\$5.45	99	858	957	C
0900 - 1000	\$5.45	113	746	859	C	\$5.45	128	760	888	C	\$5.45	122	910	1,032	D	\$5.45	115	810	925	C	\$3.00	113	662	775	B

	Monday 05/23/22					Tuesday 05/24/22					Wednesday 05/25/22					Thursday 05/26/22					Friday 05/27/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	155	453	608	B	\$3.00	158	478	636	B	\$3.00	163	450	613	B	\$3.00	127	443	570	B	\$3.00	116	323	439	B
0500 - 0600	\$7.00	221	1,042	1,263	E	\$7.00	244	1,041	1,285	E	\$7.00	247	1,013	1,260	E	\$7.00	164	1,057	1,221	E	\$5.45	179	794	973	C
0600 - 0700	\$9.00	254	1,087	1,341	E	\$9.00	241	1,144	1,385	E	\$9.00	250	1,204	1,454	F	\$9.00	204	1,166	1,370	E	\$7.00	180	885	1,065	D
0700 - 0800	\$9.00	209	1,157	1,366	E	\$9.00	212	1,177	1,389	E	\$9.00	207	1,126	1,333	E	\$9.00	190	1,185	1,375	E	\$7.00	154	808	962	C
0800 - 0900	\$7.00	160	946	1,106	D	\$7.00	109	1,028	1,137	D	\$7.00	99	879	978	C	\$7.00	126	955	1,081	D	\$5.45	100	694	794	B
0900 - 1000	\$5.45	120	758	878	C	\$5.45	98	863	961	C	\$5.45	71	591	662	B	\$5.45	139	893	1,032	D	\$3.00	96	562	658	B

	Monday 05/30/22					Tuesday 05/31/22					Wednesday 06/01/22					Thursday 06/02/22					Friday 06/03/22				
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.00	20	48	68	A	\$3.00	144	453	597	B															
0500 - 0600	\$2.00	32	71	103	A	\$7.00	227	1,074	1,301	E															
0600 - 0700	\$2.00	34	98	132	A	\$9.00	236	1,233	1,469	F															
0700 - 0800	\$2.00	45	110	155	A	\$9.00	211	1,120	1,331	E															
0800 - 0900	\$2.00	68	177	245	A	\$7.00	121	1,054	1,175	D															
0900 - 1000	\$2.00	131	254	385	A	\$5.45	103	859	962	C															



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## RCTC OPERATIONAL HIGHLIGHTS

### **On-Road Operations**

RCTC Freeway Service Patrol responded to 103 calls during the month of May. Of those calls, 79 were to assist disabled vehicles, 11 calls to remove debris, and 13 were in response to accidents that affected the EL.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes Operating Statement

Description	YTD as of : <b>5/31/2022</b>		YTD Variance	
	Actual <sup>1</sup>	Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 52,980,013.41	\$ 32,848,750.00	\$ 20,131,263.41	61.3
Fee Revenue	5,161,063.79	5,240,491.67	(79,427.88)	(1.5)
<b>Total operating revenues</b>	<b>58,141,077.20</b>	<b>38,089,241.67</b>	<b>20,051,835.53</b>	<b>52.6</b>
<b>Operating expenses:</b>				
Salaries and Benefits	560,194.74	781,733.33	221,538.59	28.3
Legal Services	65,566.36	191,308.33	125,741.97	65.7
Advisory Services	49,610.54	4,583.33	(45,027.21)	(982.4)
Audit and Accounting Fees	29,775.00	33,000.00	3,225.00	9.8
Service Fees	-	17,141.67	17,141.67	100.0
Other Professional Services	486,593.10	1,151,150.00	664,556.90	57.7
Lease Expense	239,487.34	292,508.33	53,020.99	18.1
Operations	1,611,713.18	3,316,316.67	1,704,603.49	51.4
Utilities	23,935.04	59,675.00	35,739.96	59.9
Supplies and Materials	11,660.43	30,708.33	19,047.90	62.0
Membership and Subscription Fees	26,761.20	27,500.00	738.80	2.7
Office Equipment & Furniture (Non-Capital)	365.18	73,333.33	72,968.15	99.5
Maintenance/Repairs	204,277.37	282,883.33	78,605.96	27.8
Training Seminars and Conferences	5,919.66	1,466.67	(4,452.99)	(303.6)
Transportation Expenses	704.55	2,291.67	1,587.12	69.3
Lodging	651.78	1,191.67	539.89	45.3
Meals	155.00	2,750.00	2,595.00	94.4
Other Staff Expenses	192.01	275.00	82.99	30.2
Advertising	-	197,083.33	197,083.33	100.0
Program Management	40,441.01	76,175.00	35,733.99	46.9
Program Operations	4,977,870.21	7,676,350.00	2,698,479.79	35.2
Litigation Settlement	687.06	-	(687.06)	N/A
Furniture & Equipment	-	68,750.00	68,750.00	100.0
Improvements	24,997.50	50,416.67	25,419.17	50.4
Bad Debt Expense	76,390.63	-	(76,390.63)	N/A
<b>Total operating expenses</b>	<b>8,437,948.89</b>	<b>14,338,591.67</b>	<b>5,900,642.78</b>	<b>41.2</b>
<b>Operating income (loss)</b>	<b>49,703,128.31</b>	<b>23,750,650.00</b>	<b>25,952,478.31</b>	<b>109.3</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(699,886.22)	137,041.67	(836,927.89)	610.7
Other Miscellaneous Revenue	39,073.64	-	39,073.64	N/A
Loss on Refunding	(6,733,662.41)	-	(6,733,662.41)	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(20,825,447.54)	(8,287,491.67)	(12,537,955.87)	151.3
<b>Total nonoperating revenues (expenses)</b>	<b>(28,219,922.53)</b>	<b>(8,150,450.00)</b>	<b>(20,069,472.53)</b>	<b>(246.2)</b>
Transfers In	-	-	-	N/A
Transfers Out	(302,521.19)	(985,141.67)	682,620.48	(69.3)
<b>Net income (loss)</b>	<b>\$ 21,180,684.59</b>	<b>\$ 14,615,058.33</b>	<b>\$ 6,565,626.26</b>	<b>44.9</b>

<sup>1</sup> Unaudited

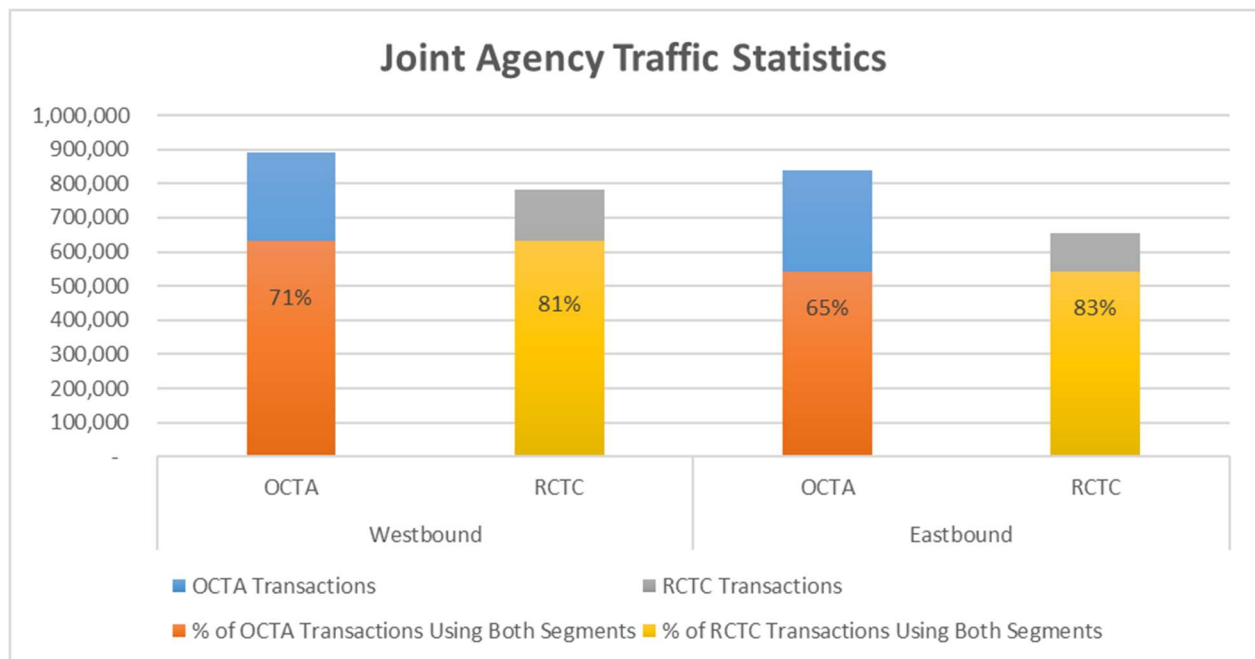
## JOINT AGENCY TRIP AND REVENUE STATISTICS

### MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING May 31, 2022

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
<b>Westbound</b>				
OCTA	890,449	630,910	71%	\$2,484,920.55
RCTC	783,572	630,910	81%	\$3,199,418.10
<b>Eastbound</b>				
OCTA	839,982	542,045	65%	\$2,811,533.99
RCTC	653,895	542,045	83%	\$2,266,429.66

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	May 2022 PERFORMANCE
<b>Customer Service</b>			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	58% answered within 60 seconds
Abandon Percentage	Monthly	4 % <=	5%
Customer Satisfaction Score	Monthly	4.5=>	4.93
First Contact Resolution	Monthly	85% of calls resolved on first contact	98%
<b>Timeliness of Case Resolution</b>	Monthly	90% of cases were resolved in 1 day	100%
	Monthly	98% of cases were resolved within 5 days	85%
<b>Mail Performance</b>			
Processing of Returned Mail	Monthly	Per business day in which 90% of returned mail is processed within three (3) business days	100%
	Monthly	Per business day in which 100% of returned mail is not processed within ten (10) business days	100%
Research and resolve unidentified Payments	Monthly	100% of all unidentified payments are completely and accurately resolved within five (5) business days	100%
Payment Processing	Monthly	Per business day in which 100% of payments are processed within two (2) business day	100%
<b>Accounting</b>			
Customer Refunds Processed	Monthly	Per business day in which 100% of all refunds are not completely and accurately issued within five (5) business days	95%

Key Performance Indicators for service level, abandon calls, and case resolution were not achieved due to staffing attrition due to COVID-19.

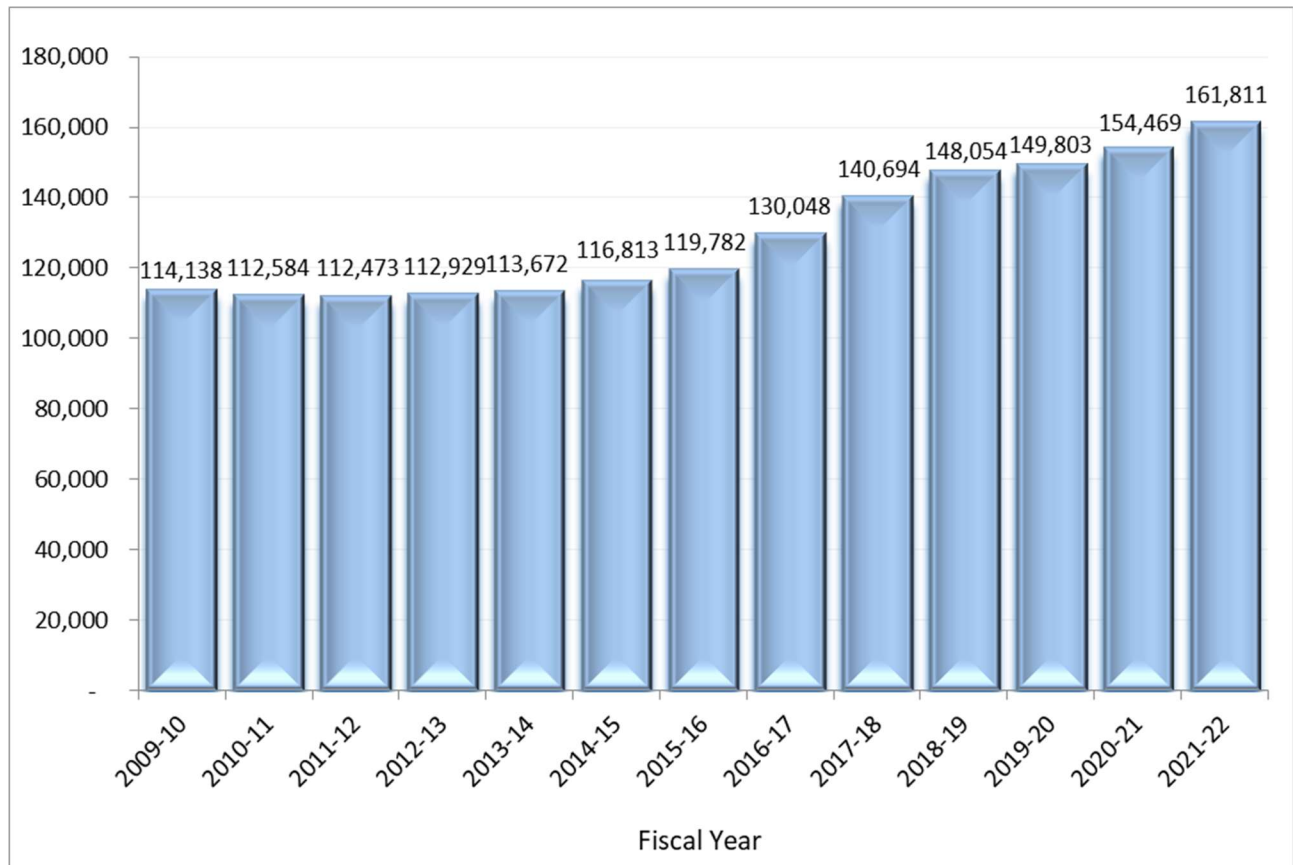
## JOINT AGENCY TRANSPONDER DISTRIBUTION

6C TRANSPONDER DISTRIBUTION	May-22		April-22		FY 2021-22	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	269	3.1%	314	3.8%	4,754	48.1%
Additional Tags to Existing Accounts	8,491	96.9%	8,031	96.2%	5,106	51.7%
Replacement Transponders			0	0.0%	22	0.2%
Total Issued	8,760		8,345		9,882	
Returned						
Account Closures						
Accounts Down sizing						
Defective Transponders						
Total Returned						

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At the end of May 2022, the 91 EL had 161,811 active customer accounts and 638,213 transponders classified as assigned.

**Number of Accounts by FY**  
**As of May 31, 2022**





**Orange County Transportation Authority  
Riverside County Transportation Commission**



Status Report  
June 2022

As of June 30, 2022

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# OPERATIONS OVERVIEW OCTA

## TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes (91 EL) for June 2022 was 1,652,514. This represents a daily average of 55,084 vehicles. This is a 3 percent decrease in total traffic volume from the same period last year, which totaled 1,704,291. Potential toll revenue for June was \$5,020,161, which represents a decrease of 1.2 percent from the prior year's total of \$5,078,868. The decrease in traffic volume and potential toll revenue can be attributed to the slowdown in the local economy and higher gas prices. Carpool percentage for June was 24.3 percent as compared to the previous year's rate of 22.5 percent. As compared to June 2019, traffic volume increased by 11.8 percent and revenue increased by 20.9 percent.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 EL and associated potential revenue for the month of June 2022.

### Current MTD as of June 30, 2022

	Jun-22 MTD Actual	Jun-21 MTD Actual	Yr 22-to-Yr 21 % Variance	JUN-19 MTD Actual	Yr 22-to-Yr 19 % Variance
<b>Trips</b>					
Full Toll Lanes	1,251,644	1,320,950	(5.2%)	1,050,770	19.1%
3+ Lanes	400,870	383,341	4.6%	427,282	(6.2%)
Total Gross Trips	1,652,514	1,704,291	(3.0%)	1,478,052	11.8%
<b>Revenue</b>					
Full Toll Lanes	\$4,958,376	\$5,028,385	(1.4%)	\$4,074,814	21.7%
3+ Lanes	\$61,785	\$50,484	22.4%	\$77,348	(20.1%)
Total Gross Revenue	\$5,020,161	\$5,078,868	(1.2%)	\$4,152,162	20.9%
<b>Average Revenue per Trip</b>					
Average Full Toll Lanes	\$3.96	\$3.81	3.9%	\$3.88	2.1%
Average 3+ Lanes	\$0.15	\$0.13	15.4%	\$0.18	(17.1%)
Average Gross Revenue	\$3.04	\$2.98	2.0%	\$2.81	8.2%



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The 2022 fiscal year-to-date (YTD) traffic volume increased by 29 percent and potential toll revenue increased by 24.7 percent, when compared with the same period the prior year. YTD average revenue per trip is \$3.08.

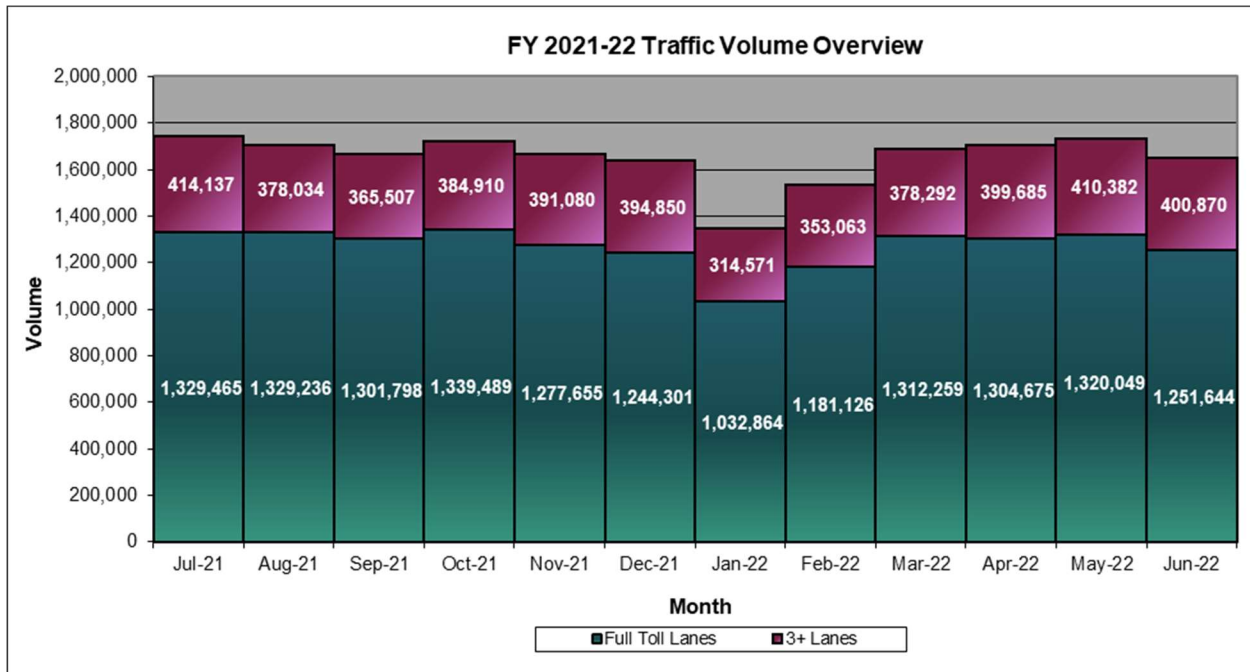
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2021 through June 2022.

**Fiscal Year (FY) 2021-22 YTD as of June 30, 2022**

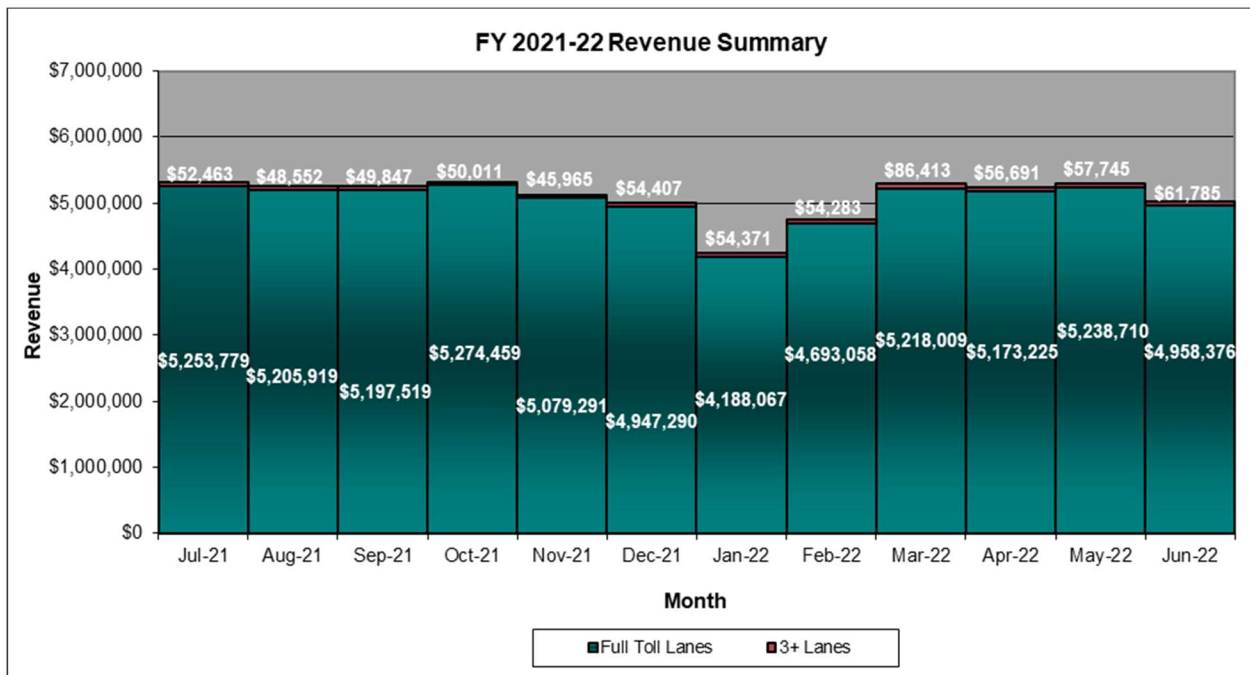
<b>Trips</b>	<b>FY 2021-22 YTD Actual</b>	<b>FY 2020-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
Full Toll Lanes	15,224,706	12,029,546	26.6%
3+ Lanes	4,585,550	3,330,239	37.7%
Total Gross Trips	19,810,256	15,359,785	29.0%
<b>Revenue</b>			
Full Toll Lanes	\$60,428,192	\$48,397,791	24.9%
3+ Lanes	\$645,593	\$576,132	12.1%
Total Gross Revenue	\$61,073,785	\$48,973,923	24.7%
<b>Average Revenue per Trip</b>			
Average Full Toll Lanes	\$3.97	\$4.02	(1.2%)
Average 3+ Lanes	\$0.14	\$0.17	(17.6%)
Average Gross Revenue	\$3.08	\$3.19	(3.4%)

## OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2021-22 on a monthly basis.



## OCTA EASTBOUND PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound direction reached or exceeded 90 percent of defined capacity one time during the month of June 2022. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 89 percent of defined capacity.

PM Time	Monday 05/30/22				Tuesday 05/31/22				Wednesday 06/01/22				Thursday 06/02/22				Friday 06/03/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500									\$5.30	428	2,788	82%	\$7.70	504	3,010	89%	\$8.35	492	2,791	82%
1500 - 1600									\$7.45	502	2,924	86%	\$7.45	505	2,930	86%	\$7.90	561	2,821	83%
1600 - 1700									\$6.50	490	2,900	85%	\$7.00	463	2,912	86%	\$6.95	513	2,816	83%
1700 - 1800									\$5.40	383	2,539	75%	\$6.70	480	2,965	87%	\$6.75	499	2,762	81%
1800 - 1900									\$4.05	512	2,809	83%	\$4.50	537	2,662	78%	\$6.75	593	2,517	74%
1900 - 2000									\$3.95	432	1,955	58%	\$5.75	408	1,789	53%	\$6.25	520	1,961	58%

PM Time	Monday 06/06/22				Tuesday 06/07/22				Wednesday 06/08/22				Thursday 06/09/22				Friday 06/10/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	449	2,756	81%	\$5.30	467	2,756	81%	\$5.30	504	2,887	85%	\$7.70	487	2,838	83%	\$8.35	535	2,825	83%
1500 - 1600	\$5.65	532	3,021	89%	\$5.75	433	2,346	69%	\$7.45	510	2,855	84%	\$7.45	523	2,911	86%	\$7.90	516	2,711	80%
1600 - 1700	\$5.10	460	2,790	82%	\$5.25	617	1,630	48%	\$6.50	485	2,807	83%	\$7.00	470	2,975	88%	\$6.95	531	2,814	83%
1700 - 1800	\$4.95	472	3,032	89%	\$4.90	379	2,884	85%	\$5.40	489	2,868	84%	<b>\$6.70</b>	<b>489</b>	<b>3,054</b>	<b>90%</b>	\$6.75	519	2,785	82%
1800 - 1900	\$5.65	480	2,133	63%	\$4.05	519	2,795	82%	\$4.05	561	2,812	83%	\$4.50	437	2,160	64%	\$6.75	597	2,615	77%
1900 - 2000	\$3.95	367	1,398	41%	\$3.95	474	2,057	61%	\$3.95	457	1,911	56%	\$5.75	481	2,101	62%	\$6.25	557	2,079	61%

PM Time	Monday 06/13/22				Tuesday 06/14/22				Wednesday 06/15/22				Thursday 06/16/22				Friday 06/17/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	418	2,634	77%	\$5.30	454	2,893	85%	\$5.30	472	2,786	82%	\$7.70	517	2,978	88%	\$8.35	583	2,830	83%
1500 - 1600	\$5.65	520	3,017	89%	\$5.75	491	2,808	83%	\$7.45	474	2,817	83%	\$7.45	500	2,855	84%	\$7.90	449	2,701	79%
1600 - 1700	\$5.10	398	2,790	82%	\$5.25	437	2,787	82%	\$6.50	437	2,798	82%	\$7.00	417	2,787	82%	\$6.95	491	2,838	83%
1700 - 1800	\$4.95	466	2,910	86%	\$4.90	491	3,005	88%	\$5.40	439	2,835	83%	\$6.70	459	2,809	83%	\$6.75	461	2,763	81%
1800 - 1900	\$5.65	446	2,197	65%	\$4.05	537	2,559	75%	\$4.05	553	2,830	83%	\$4.50	591	2,833	83%	\$6.75	565	2,492	73%
1900 - 2000	\$3.95	370	1,370	40%	\$3.95	423	1,795	53%	\$3.95	472	2,072	61%	\$5.75	501	2,022	59%	\$6.25	545	1,975	58%

PM Time	Monday 06/20/22				Tuesday 06/21/22				Wednesday 06/22/22				Thursday 06/23/22				Friday 06/24/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	478	2,726	80%	\$5.30	472	2,785	82%	\$5.30	482	2,896	85%	\$7.70	432	2,476	73%	\$8.35	535	2,809	83%
1500 - 1600	\$5.65	488	2,878	85%	\$5.75	462	2,826	83%	\$7.45	526	2,985	88%	\$7.45	516	2,773	82%	\$7.90	467	2,522	74%
1600 - 1700	\$5.10	460	2,727	80%	\$5.25	443	2,899	85%	\$6.50	444	2,945	87%	\$7.00	441	2,839	84%	\$6.95	513	2,868	84%
1700 - 1800	\$4.95	483	2,693	79%	\$4.90	441	2,799	82%	\$5.40	452	2,982	88%	\$6.70	453	2,864	84%	\$6.75	503	2,706	80%
1800 - 1900	\$5.65	445	1,891	56%	\$4.05	492	2,755	81%	\$4.05	500	2,490	73%	\$4.50	575	2,941	87%	\$6.75	531	2,269	67%
1900 - 2000	\$3.95	378	1,280	38%	\$3.95	442	1,820	54%	\$3.95	429	1,768	52%	\$5.75	494	2,090	61%	\$6.25	574	2,031	60%

PM Time	Monday 06/27/22				Tuesday 06/28/22				Wednesday 06/29/22				Thursday 06/30/22				Friday 07/01/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	466	2,645	78%	\$5.30	442	2,779	82%	\$5.30	454	2,840	84%	\$7.70	553	3,035	89%				
1500 - 1600	\$5.65	515	2,909	86%	\$5.75	495	2,903	85%	\$7.45	492	2,917	86%	\$7.45	478	2,814	83%				
1600 - 1700	\$5.10	455	2,886	85%	\$5.25	467	2,882	85%	\$6.50	459	2,911	86%	\$7.00	479	2,940	86%				
1700 - 1800	\$4.95	433	2,864	84%	\$4.90	441	2,834	83%	\$5.40	468	2,884	85%	\$6.70	474	2,878	85%				
1800 - 1900	\$5.65	522	2,293	67%	\$4.05	530	2,792	82%	\$4.05	523	2,815	83%	\$4.50	494	2,599	76%				
1900 - 2000	\$3.95	381	1,437	42%	\$3.95	431	1,894	56%	\$3.95	443	2,079	61%	\$5.75	563	2,403	71%				

## OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 05/30/22				Tuesday 05/31/22				Wednesday 06/01/22				Thursday 06/02/22				Friday 06/03/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500									\$3.15	389	1,166	34%	\$3.15	356	1,086	32%	\$3.15	319	952	28%
0500 - 0600									\$5.10	689	2,607	77%	\$5.10	647	2,393	70%	\$4.85	556	2,282	67%
0600 - 0700									\$5.30	583	2,902	85%	\$5.30	622	3,033	89%	\$5.10	473	2,470	73%
0700 - 0800									\$5.80	572	2,688	79%	\$5.80	560	2,766	81%	\$5.65	497	2,390	70%
0800 - 0900									\$5.30	355	2,517	74%	\$5.30	315	2,351	69%	\$5.10	310	1,954	57%
0900 - 1000									\$4.20	343	2,318	68%	\$4.20	313	2,371	70%	\$4.20	271	1,798	53%

AM Time	Monday 06/06/22				Tuesday 06/07/22				Wednesday 06/08/22				Thursday 06/09/22				Friday 06/10/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	385	1,169	34%	\$3.15	406	1,183	35%	\$3.15	398	1,131	33%	\$3.15	375	1,090	32%	\$3.15	329	914	27%
0500 - 0600	\$5.10	669	2,645	78%	\$5.10	684	2,667	78%	\$5.10	678	2,660	78%	\$5.10	696	2,609	77%	\$4.85	558	2,269	67%
0600 - 0700	\$5.30	533	2,928	86%	\$5.30	554	3,006	88%	\$5.30	548	2,952	87%	\$5.30	529	2,794	82%	\$5.10	478	2,415	71%
0700 - 0800	\$5.80	581	2,836	83%	\$5.80	576	2,799	82%	\$5.80	544	2,767	81%	\$5.80	541	2,729	80%	\$5.65	459	2,275	67%
0800 - 0900	\$5.30	333	2,429	71%	\$5.30	356	2,416	71%	\$5.30	379	2,481	73%	\$5.30	342	2,280	67%	\$5.10	309	2,011	59%
0900 - 1000	\$4.20	371	2,122	62%	\$4.20	337	2,173	64%	\$4.20	380	2,369	70%	\$4.20	364	1,895	56%	\$4.20	422	2,001	59%

AM Time	Monday 06/13/22				Tuesday 06/14/22				Wednesday 06/15/22				Thursday 06/16/22				Friday 06/17/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	384	1,125	33%	\$3.15	416	1,155	34%	\$3.15	407	1,112	33%	\$3.15	407	1,103	32%	\$3.15	350	987	29%
0500 - 0600	\$5.10	673	2,625	77%	\$5.10	725	2,642	78%	\$5.10	684	2,519	74%	\$5.10	651	2,468	73%	\$4.85	595	2,118	62%
0600 - 0700	\$5.30	496	2,738	81%	\$5.30	528	2,899	85%	\$5.30	541	2,955	87%	\$5.30	470	2,521	74%	\$5.10	462	2,275	67%
0700 - 0800	\$5.80	448	2,617	77%	\$5.80	497	2,672	79%	\$5.80	494	2,785	82%	\$5.80	523	2,771	82%	\$5.65	377	1,962	58%
0800 - 0900	\$5.30	334	2,139	63%	\$5.30	362	2,478	73%	\$5.30	353	2,399	71%	\$5.30	344	2,205	65%	\$5.10	284	1,746	51%
0900 - 1000	\$4.20	325	1,851	54%	\$4.20	338	2,114	62%	\$4.20	390	2,371	70%	\$4.20	396	2,276	67%	\$4.20	350	1,798	53%

AM Time	Monday 06/20/22				Tuesday 06/21/22				Wednesday 06/22/22				Thursday 06/23/22				Friday 06/24/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	327	1,010	30%	\$3.15	344	1,109	33%	\$3.15	376	1,087	32%	\$3.15	369	1,064	31%	\$3.15	313	951	28%
0500 - 0600	\$5.10	577	2,342	69%	\$5.10	658	2,716	80%	\$5.10	702	2,608	77%	\$5.10	674	2,617	77%	\$4.85	588	2,257	66%
0600 - 0700	\$5.30	424	2,389	70%	\$5.30	503	2,858	84%	\$5.30	546	2,941	87%	\$5.30	537	2,844	84%	\$5.10	458	2,391	70%
0700 - 0800	\$5.80	388	2,045	60%	\$5.80	449	2,508	74%	\$5.80	405	2,611	77%	\$5.80	469	2,528	74%	\$5.65	376	2,167	64%
0800 - 0900	\$5.30	281	1,661	49%	\$5.30	241	1,904	56%	\$5.30	364	2,350	69%	\$5.30	354	2,231	66%	\$5.10	337	1,872	55%
0900 - 1000	\$4.20	386	1,925	57%	\$4.20	334	1,942	57%	\$4.20	333	1,938	57%	\$4.20	380	2,111	62%	\$4.20	386	2,023	60%

AM Time	Monday 06/27/22				Tuesday 06/28/22				Wednesday 06/29/22				Thursday 06/30/22				Friday 07/01/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	360	1,090	32%	\$3.15	383	1,105	33%	\$3.15	380	1,073	32%	\$3.15	370	1,086	32%				
0500 - 0600	\$5.10	646	2,592	76%	\$5.10	709	2,626	77%	\$5.10	710	2,601	77%	\$5.10	661	2,525	74%				
0600 - 0700	\$5.30	539	2,808	83%	\$5.30	492	2,637	78%	\$5.30	533	2,769	81%	\$5.30	516	2,756	81%				
0700 - 0800	\$5.80	441	2,547	75%	\$5.80	440	2,681	79%	\$5.80	436	2,587	76%	\$5.80	407	2,506	74%				
0800 - 0900	\$5.30	334	2,328	68%	\$5.30	354	2,375	70%	\$5.30	350	2,314	68%	\$5.30	340	2,365	70%				
0900 - 1000	\$4.20	394	2,335	69%	\$4.20	442	2,407	71%	\$4.20	422	2,331	69%	\$4.20	412	2,526	74%				

# FINANCIAL HIGHLIGHTS OCTA

## 91 Express Lanes Operating Statement

Description	YTD as of : <b>6/30/2022</b>		YTD Variance	
	Actual <sup>(1)(6)</sup>	Budget <sup>(1)</sup>	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 55,523,851.33	\$ 42,274,013.00	\$ 13,249,838.33	31.3
Fee Revenue	5,131,069.94	3,863,410.00	1,267,659.94	32.8
<b>Total operating revenues</b>	<b>60,654,921.27</b>	<b>46,137,423.00</b>	<b>14,517,498.27</b>	<b>31.5</b>
<b>Operating expenses:</b>				
Contracted Services	6,149,458.59	7,675,000.00	1,525,541.41	19.9
Administrative Fee	2,703,948.00	3,121,756.00	417,808.00	13.4
Other Professional Services	1,439,030.28	4,297,160.00	2,858,129.72	66.5
Credit Card Processing Fees	1,201,076.67	1,100,000.00	(101,076.67)	(9.2)
Toll Road Account Servicing	439,752.56	1,000,000.00	560,247.44	56.0
Other Insurance Expense	469,969.63	825,000.00	355,030.37	43.0
Toll Road Maintenance Supply Repairs	1,708,294.95	2,265,000.00	556,705.05	24.6
Patrol Services	1,068,734.38	1,100,000.00	31,265.62	2.8
Building Equipment Repairs and Maint	630,856.89	881,000.00	250,143.11	28.4
6C Transponders	-	25,000.00	25,000.00	100.0
Other Services <sup>(5)</sup>	(3,187.50)	1,006,000.00	1,009,187.50	100.3
Utilities	112,568.63	50,000.00	(62,568.63)	(125.1)
Office Expense	89,566.62	540,500.00	450,933.38	83.4
Bad Debt Expense	86,686.74	-	(86,686.74)	N/A
Miscellaneous <sup>(2)</sup>	92,302.24	152,900.00	60,597.76	39.6
Leases	450,376.43	107,014.00	(343,362.43)	(320.9)
<b>Total operating expenses</b>	<b>16,639,435.11</b>	<b>24,146,330.00</b>	<b>7,506,894.89</b>	<b>31.1</b>
Depreciation and Amortization <sup>(3)</sup>	3,224,227.90	-	(3,224,227.90)	N/A
<b>Operating income (loss)</b>	<b>40,791,258.26</b>	<b>21,991,093.00</b>	<b>18,800,165.26</b>	<b>85.5</b>
<b>Nonoperating revenues (expenses):</b>				
Reimbursement from Other Agencies	978,237.79	750,000.00	228,237.79	30.4
Interest Income	1,622,702.50	1,720,241.00	(97,538.50)	(5.7)
Interest Expense	(3,944,887.18)	(4,045,825.00)	100,937.82	2.5
Other	7,291.20	-	7,291.20	N/A
<b>Total nonoperating revenues (expenses)</b>	<b>(1,336,655.69)</b>	<b>(1,575,584.00)</b>	<b>238,928.31</b>	<b>15.2</b>
Transfers In	-	-	-	N/A
Transfers Out <sup>(4)</sup>	(10,183,427.96)	(23,863,779.00)	13,680,351.04	57.3
<b>Net income (loss)</b>	<b>\$ 29,271,174.61</b>	<b>\$ (3,448,270.00)</b>	<b>\$ 32,719,444.61</b>	<b>(948.9)</b>

<sup>1</sup>Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

<sup>2</sup>Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

<sup>3</sup>Depreciation and amortization are not budgeted items.

<sup>4</sup>Transfers Out: For M2 Project I and Project J expense reimbursements.

<sup>5</sup>Litigation settlement was accrued, the negative will be offset once the litigation payment is issued.

<sup>6</sup>Actuals are preliminary pre-closing amounts for FY 21-22. Final numbers will be shown in the audited financial statements.

## Capital Asset Activity

During the 12 months ending June 30, 2022, capital asset activities included payment of \$2,077,512 attributing to the ETTM system project and \$2,582,289 to the back-office system project.



# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 EL for June 2022 was 1,376,554. This represents a daily average of 45,885 vehicles. This is a 4.7 percent decrease in total traffic volume from the same period last year, which totaled 1,445,027. Potential toll revenue for June was \$5,283,149, which represents an increase of 12.2 percent from the prior year's total of \$4,708,887. The decrease in traffic volume can be attributed to the slowdown in the local economy and higher gas prices. Carpool percentage for June was 23.2 percent as compared to the previous year's rate of 21 percent. As compared to June 2019, traffic volume increased by 14.8 percent and revenue increased by 13 percent.

MTD traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 EL and associated potential revenue for the month of June 2022.

### Current Month-to-Date as of June 30, 2022

Trips	JUN-22 MTD Actual	Stantec MTD Projected	# Variance	% Variance	JUN-21 MTD Actual	Yr-to-Yr % Variance	JUN-19 MTD Actual	Yr 22-to-Yr 19 % Variance
Full Toll Lanes	1,057,409	926,729	130,680	14.1%	1,140,850	(7.3%)	878,365	20.4%
3+ Lanes	319,145	328,186	(9,041)	(2.8%)	304,177	4.9%	320,850	(0.5%)
Total Gross Trips	1,376,554	1,254,914	121,640	9.7%	1,445,027	(4.7%)	1,199,215	14.8%
<b>Revenue</b>								
Full Toll Lanes	\$5,239,538	\$4,174,200	\$1,065,338	25.5%	\$4,663,860	12.3%	\$4,632,609	13.1%
3+ Lanes	\$43,611	\$0	\$43,611		\$45,027	(3.1%)	\$42,682	2.2%
Total Gross Revenue	\$5,283,149	\$4,174,200	\$1,108,949	26.6%	\$4,708,887	12.2%	\$4,675,291	13.0%
<b>Average Revenue per Trip</b>								
Average Full Toll Lanes	\$4.96	\$4.50	\$0.46	10.2%	\$4.09	21.3%	\$5.27	(5.9%)
Average 3+ Lanes	\$0.14	\$0.00	\$0.14		\$0.15	(6.7%)	\$0.13	7.7%
Average Gross Revenue	\$3.84	\$3.33	\$0.51	15.3%	\$3.26	17.8%	\$3.90	(1.5%)

The 2022 fiscal YTD traffic volume increased by 28.8 percent, and potential toll revenue increased by 44.5 percent, when compared with the same period the prior year. YTD average revenue per-trip is \$3.77.

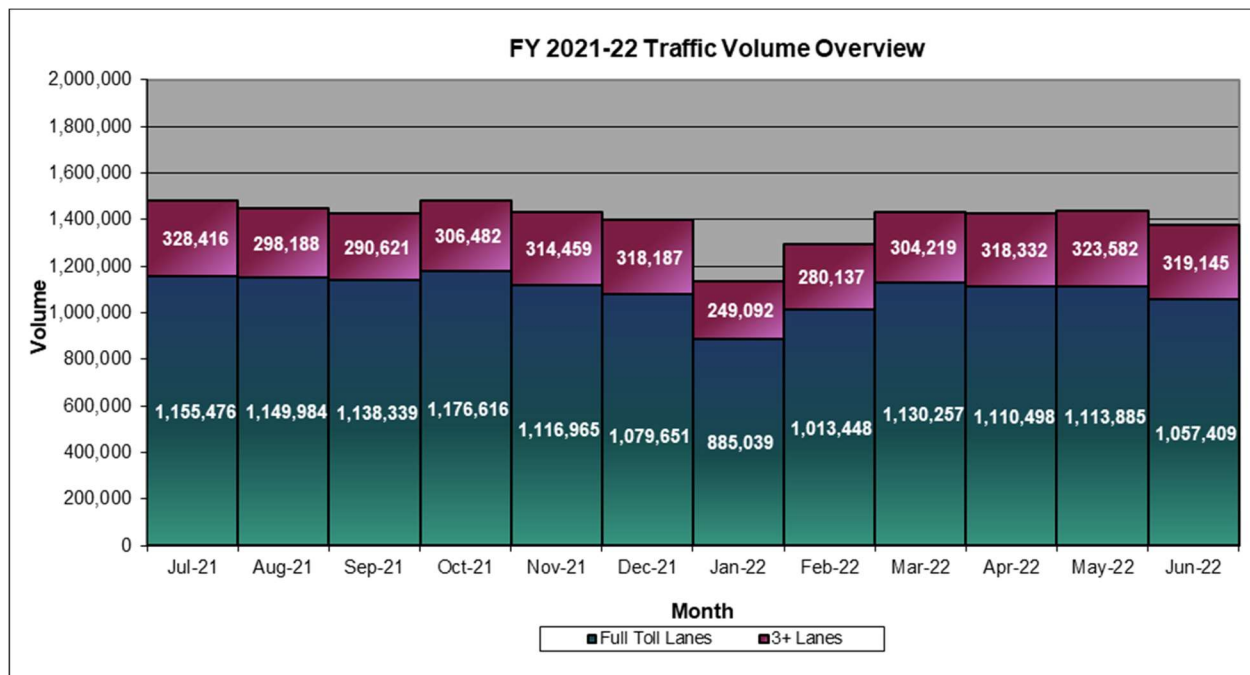
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2021 through June 2022.

**FY 2021-22 YTD as of June 30, 2022**

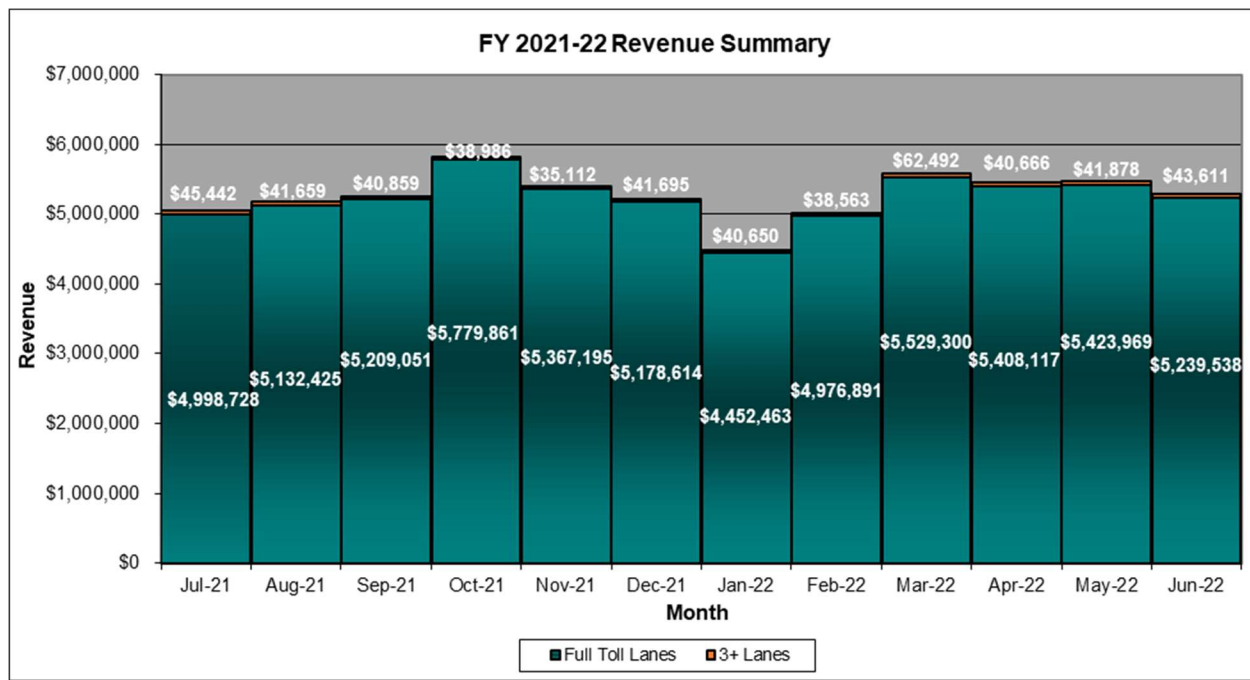
<b>Trips</b>	<b>FY 2021-22 YTD Actual</b>	<b>Stantec YTD Projected</b>	<b># Variance</b>	<b>% Variance</b>	<b>FY 2020-21 YTD Actual</b>	<b>Yr-to-Yr % Variance</b>
Full Toll Lanes	13,127,649	11,295,986	1,831,663	16.2%	10,352,754	26.8%
3+ Lanes	3,650,877	3,997,014	(346,137)	(8.7%)	2,673,031	36.6%
Total Gross Trips	16,778,526	15,293,000	1,485,526	9.7%	13,025,785	28.8%
<b>Revenue</b>						
Full Toll Lanes	\$62,696,471	\$49,668,771	\$13,027,700	26.2%	\$43,281,313	44.9%
3+ Lanes	\$494,452	\$0	\$494,452		\$452,929	9.2%
Total Gross Revenue	\$63,190,924	\$49,668,771	\$13,522,152	27.2%	\$43,734,242	44.5%
<b>Average Revenue per Trip</b>						
Average Full Toll Lanes	\$4.78	\$4.40	\$0.38	8.6%	\$4.18	14.4%
Average 3+ Lanes	\$0.14	\$0.00	\$0.14		\$0.17	(17.6%)
Average Gross Revenue	\$3.77	\$3.25	\$0.52	16.0%	\$3.36	12.2%

## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2021-22 on a monthly basis.





## RCTC PEAK-HOUR VOLUMES

In June, no toll rates were adjusted. RCTC evaluates traffic volumes for peak-period hours and adjusts rates according to the toll rate policy.

## RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 05/30/22					Tuesday 05/31/22					Wednesday 06/01/22					Thursday 06/02/22					Friday 06/03/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500											\$9.15	231	947	1,178	D	\$12.25	245	1,002	1,247	E	\$26.80	267	949	1,216	E
1500 - 1600											\$12.85	255	926	1,181	D	\$16.60	263	939	1,202	E	\$26.50	305	907	1,212	E
1600 - 1700											\$5.45	221	969	1,190	D	\$7.75	228	971	1,199	D	\$15.60	230	920	1,150	D
1700 - 1800											\$5.45	176	807	983	C	\$5.45	236	890	1,126	D	\$7.05	231	891	1,122	D
1800 - 1900											\$5.45	254	833	1,087	D	\$5.45	265	790	1,055	D	\$5.45	290	799	1,089	D
1900 - 2000											\$4.25	202	629	831	C	\$5.45	204	561	765	B	\$4.25	264	698	962	C

PM Time	Monday 06/06/22					Tuesday 06/07/22					Wednesday 06/08/22					Thursday 06/09/22					Friday 06/10/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	220	997	1,217	E	\$7.05	215	923	1,138	D	\$9.15	263	974	1,237	E	\$12.25	251	1,048	1,299	E	\$26.80	291	1,032	1,323	F
1500 - 1600	\$7.75	239	981	1,220	E	\$9.80	227	815	1,042	D	\$12.85	277	969	1,246	E	\$16.60	262	1,048	1,310	F	\$26.50	262	901	1,163	D
1600 - 1700	\$5.45	177	922	1,099	D	\$5.45	160	660	820	C	\$5.45	218	916	1,134	D	\$7.75	204	1,005	1,209	E	\$15.60	253	895	1,148	D
1700 - 1800	\$5.45	207	869	1,076	D	\$5.45	214	1038	1,252	E	\$5.45	207	879	1,086	D	\$5.45	211	1,033	1,244	E	\$7.05	239	949	1,188	D
1800 - 1900	\$5.45	216	670	264	A	\$5.45	222	834	1,056	D	\$5.45	235	896	1,131	D	\$5.45	203	688	891	C	\$5.45	244	826	1,070	D
1900 - 2000	\$2.30	147	458	605	B	\$4.25	214	600	814	C	\$4.25	204	592	796	B	\$5.45	248	669	917	C	\$4.25	255	755	1,010	D

PM Time	Monday 06/13/22					Tuesday 06/14/22					Wednesday 06/15/22					Thursday 06/16/22					Friday 06/17/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	215	964	1,179	D	\$7.05	220	1,007	1,227	E	\$9.15	221	906	1,127	D	\$12.25	289	989	1,278	E	\$26.80	324	958	1,282	E
1500 - 1600	\$7.75	257	1,010	1,267	E	\$9.80	246	953	1,199	D	\$12.85	250	976	1,226	E	\$16.60	261	940	1,201	E	\$26.50	300	865	1,165	D
1600 - 1700	\$5.45	181	952	1,133	D	\$5.45	220	927	1,147	D	\$5.45	228	942	1,170	D	\$7.75	226	982	1,208	E	\$15.60	265	976	1,241	E
1700 - 1800	\$5.45	193	909	1,102	D	\$5.45	218	922	1,140	D	\$5.45	193	969	1,162	D	\$5.45	212	923	1,135	D	\$7.05	224	921	1,145	D
1800 - 1900	\$5.45	216	696	264	A	\$5.45	231	759	990	C	\$5.45	257	806	1,063	D	\$5.45	301	849	1,150	D	\$5.45	285	800	1,085	D
1900 - 2000	\$2.30	164	442	606	B	\$4.25	179	568	747	B	\$4.25	197	708	905	C	\$5.45	233	687	920	C	\$4.25	265	662	927	C

PM Time	Monday 06/20/22					Tuesday 06/21/22					Wednesday 06/22/22					Thursday 06/23/22					Friday 06/24/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	245	980	1,225	E	\$7.05	232	1,058	1,290	E	\$9.15	236	938	1,174	D	\$12.25	225	897	1,122	D	\$26.80	283	946	1,229	E
1500 - 1600	\$7.75	272	931	1,203	E	\$9.80	211	1,010	1,221	E	\$12.85	260	1,000	1,260	E	\$16.60	257	933	1,190	D	\$26.50	274	873	1,147	D
1600 - 1700	\$5.45	220	882	1,102	D	\$5.45	204	1,005	1,209	E	\$5.45	198	932	1,130	D	\$7.75	198	1,040	1,238	E	\$15.60	258	905	1,163	D
1700 - 1800	\$5.45	245	805	1,050	D	\$5.45	186	876	1,062	D	\$5.45	197	854	1,051	D	\$5.45	206	936	1,142	D	\$7.05	241	892	1,133	D
1800 - 1900	\$5.45	219	546	264	A	\$5.45	230	793	1,023	D	\$5.45	217	744	961	C	\$5.45	281	911	1,192	D	\$5.45	244	789	1,033	D
1900 - 2000	\$2.30	154	355	509	B	\$4.25	187	593	780	B	\$4.25	173	534	707	B	\$5.45	251	708	959	C	\$4.25	276	650	926	C

PM Time	Monday 06/27/22					Tuesday 06/28/22					Wednesday 06/29/22					Thursday 06/30/22					Friday 07/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	241	1,040	1,281	E	\$7.05	230	1,029	1,259	E	\$9.15	234	1,068	1,302	F	\$12.25	304	1,110	1,414	F					
1500 - 1600	\$7.75	274	1,030	1,304	F	\$9.80	263	989	1,252	E	\$12.85	290	1,021	1,311	F	\$16.60	305	908	1,213	E					
1600 - 1700	\$5.45	216	916	1,132	D	\$5.45	201	990	1,191	D	\$5.45	219	954	1,173	D	\$7.75	228	988	1,216	E					
1700 - 1800	\$5.45	191	897	1,088	D	\$5.45	191	824	1,015	D	\$5.45	219	904	1,123	D	\$5.45	230	860	1,090	D					
1800 - 1900	\$5.45	208	774	264	A	\$5.45	251	877	1,128	D	\$5.45	279	880	1,159	D	\$5.45	256	900	1,156	D					
1900 - 2000	\$2.30	174	457	631	B	\$4.25	230	665	895	C	\$4.25	218	722	940	C	\$5.45	290	885	1,175	D					

**Eastbound PM Peak - County Line to 15 SB Ontario**

PM Time	Monday 05/30/22					Tuesday 05/31/22					Wednesday 06/01/22					Thursday 06/02/22					Friday 06/03/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500											\$5.45	122	670	792	B	\$5.45	137	781	918	C	\$5.45	123	649	772	B
1500 - 1600											\$5.45	109	664	773	B	\$5.45	156	662	818	C	\$5.45	131	608	739	B
1600 - 1700											\$5.45	129	649	778	B	\$5.45	131	689	820	C	\$3.00	128	615	743	B
1700 - 1800											\$3.00	97	612	709	B	\$3.00	134	642	776	B	\$3.00	109	578	687	B
1800 - 1900											\$3.00	134	639	773	B	\$3.00	129	573	702	B	\$3.00	143	529	672	B
1900 - 2000											\$3.00	130	466	596	B	\$3.00	125	414	539	B	\$3.00	159	437	596	B

PM Time	Monday 06/06/22					Tuesday 06/07/22					Wednesday 06/08/22					Thursday 06/09/22					Friday 06/10/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	130	655	785	B	\$5.45	132	708	840	C	\$5.45	146	714	860	C	\$5.45	120	690	810	C	\$5.45	150	601	751	B
1500 - 1600	\$5.45	132	716	848	C	\$5.45	111	581	692	B	\$5.45	122	637	759	B	\$5.45	126	662	788	B	\$5.45	136	546	682	B
1600 - 1700	\$3.00	108	660	768	B	\$5.45	90	405	495	B	\$5.45	112	601	713	B	\$5.45	118	628	746	B	\$3.00	144	597	741	B
1700 - 1800	\$3.00	114	619	733	B	\$3.00	129	723	852	C	\$3.00	120	636	756	B	\$3.00	111	638	749	B	\$3.00	127	571	698	B
1800 - 1900	\$3.00	107	515	194	A	\$3.00	122	604	726	B	\$3.00	142	623	765	B	\$3.00	113	482	595	B	\$3.00	138	513	651	B
1900 - 2000	\$3.00	92	348	440	B	\$3.00	130	488	618	B	\$3.00	129	474	603	B	\$3.00	132	541	673	B	\$3.00	159	490	649	B

PM Time	Monday 06/13/22					Tuesday 06/14/22					Wednesday 06/15/22					Thursday 06/16/22					Friday 06/17/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	117	633	750	B	\$5.45	119	710	829	C	\$5.45	124	693	817	C	\$5.45	137	742	879	C	\$5.45	151	626	777	B
1500 - 1600	\$5.45	132	633	765	B	\$5.45	144	638	782	B	\$5.45	145	646	791	B	\$5.45	127	589	716	B	\$5.45	133	531	664	B
1600 - 1700	\$3.00	105	623	728	B	\$5.45	130	649	779	B	\$5.45	124	623	747	B	\$5.45	121	628	749	B	\$3.00	130	682	812	C
1700 - 1800	\$3.00	115	599	714	B	\$3.00	129	605	734	B	\$3.00	117	607	724	B	\$3.00	141	649	790	B	\$3.00	124	573	697	B
1800 - 1900	\$3.00	108	520	194	A	\$3.00	142	586	728	B	\$3.00	142	610	752	B	\$3.00	137	607	744	B	\$3.00	160	529	689	B
1900 - 2000	\$3.00	102	317	419	B	\$3.00	113	466	579	B	\$3.00	137	487	624	B	\$3.00	131	470	601	B	\$3.00	156	489	645	B

PM Time	Monday 06/20/22					Tuesday 06/21/22					Wednesday 06/22/22					Thursday 06/23/22					Friday 06/24/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	137	641	778	B	\$5.45	116	688	804	C	\$5.45	141	747	888	C	\$5.45	135	667	802	C	\$5.45	155	620	775	B
1500 - 1600	\$5.45	135	628	763	B	\$5.45	128	724	852	C	\$5.45	130	698	828	C	\$5.45	129	625	754	B	\$5.45	128	526	654	B
1600 - 1700	\$3.00	118	592	710	B	\$5.45	108	630	738	B	\$5.45	108	692	800	B	\$5.45	112	607	719	B	\$3.00	132	626	758	B
1700 - 1800	\$3.00	111	598	709	B	\$3.00	110	651	761	B	\$3.00	110	631	741	B	\$3.00	86	660	746	B	\$3.00	139	531	670	B
1800 - 1900	\$3.00	87	430	194	A	\$3.00	122	575	697	B	\$3.00	134	485	619	B	\$3.00	138	613	751	B	\$3.00	133	499	632	B
1900 - 2000	\$3.00	88	305	393	A	\$3.00	121	438	559	B	\$3.00	111	446	557	B	\$3.00	129	502	631	B	\$3.00	152	448	600	B

PM Time	Monday 06/27/22					Tuesday 06/28/22					Wednesday 06/29/22					Thursday 06/30/22					Friday 07/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$5.45	119	637	756	B	\$5.45	135	696	831	C	\$5.45	142	697	839	C	\$5.45	137	704	841	C					
1500 - 1600	\$5.45	136	647	783	B	\$5.45	127	668	795	B	\$5.45	142	688	830	C	\$5.45	136	622	758	B					
1600 - 1700	\$3.00	134	613	747	B	\$5.45	129	631	760	B	\$5.45	143	624	767	B	\$5.45	116	630	746	B					
1700 - 1800	\$3.00	102	599	701	B	\$3.00	123	672	795	B	\$3.00	124	606	730	B	\$3.00	140	669	809	C					
1800 - 1900	\$3.00	124	530	194	A	\$3.00	154	661	815	C	\$3.00	133	563	696	B	\$3.00	133	590	723	B					
1900 - 2000	\$3.00	95	336	431	B	\$3.00	121	493	614	B	\$3.00	131	487	618	B	\$3.00	154	515	669	B					

## RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line

AM Time	Monday 05/30/22					Tuesday 05/31/22					Wednesday 06/01/22					Thursday 06/02/22					Friday 06/03/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500											\$2.30	187	422	609	B	\$2.30	183	419	602	B	\$2.30	148	362	510	B
0500 - 0600											\$11.20	369	1082	1,451	F	\$9.45	329	840	1,169	D	\$5.45	262	1,008	1,270	E
0600 - 0700											\$18.30	377	1248	1,625	F	\$17.30	370	1,081	1,451	F	\$10.45	312	1,015	1,327	E
0700 - 0800											\$14.30	374	1232	1,606	F	\$13.30	327	1,257	1,584	F	\$8.70	305	976	1,281	E
0800 - 0900											\$9.70	205	1211	1,416	F	\$8.70	183	1,138	1,321	E	\$5.45	212	833	1,045	D
0900 - 1000											\$5.45	184	963	1,147	D	\$5.45	171	885	1,056	D	\$4.25	155	670	825	C

AM Time	Monday 06/06/22					Tuesday 06/07/22					Wednesday 06/08/22					Thursday 06/09/22					Friday 06/10/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	176	425	601	B	\$2.30	190	401	591	B	\$2.30	148	466	614	B	\$2.30	173	394	567	B	\$2.30	167	359	526	B
0500 - 0600	\$11.20	352	1,064	1,416	F	\$11.20	368	1077	1,445	F	\$11.20	291	1083	1,374	F	\$9.45	371	1,049	1,420	F	\$5.45	307	936	1,243	E
0600 - 0700	\$17.30	308	1,350	1,658	F	\$18.30	364	1334	1,698	F	\$18.30	300	1378	1,678	F	\$17.30	321	1,275	1,596	F	\$10.45	282	963	1,245	E
0700 - 0800	\$13.60	288	1,349	1,637	F	\$14.30	335	1319	1,654	F	\$14.30	303	1316	1,619	F	\$13.30	304	1,215	1,519	F	\$8.70	234	838	1,072	D
0800 - 0900	\$8.70	190	1,138	1,328	E	\$9.70	188	1038	1,226	E	\$9.70	175	1170	1,345	E	\$8.70	168	966	1,124	D	\$5.45	162	722	884	C
0900 - 1000	\$4.25	159	792	951	C	\$5.45	179	874	1,053	D	\$5.45	188	868	1,056	D	\$5.45	197	819	1,016	D	\$4.25	153	669	822	C

AM Time	Monday 06/13/22					Tuesday 06/14/22					Wednesday 06/15/22					Thursday 06/16/22					Friday 06/17/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	200	556	756	B	\$2.30	187	414	601	B	\$2.30	199	386	585	B	\$2.30	197	391	588	B	\$2.30	175	381	556	B
0500 - 0600	\$11.20	373	1,125	1,498	F	\$11.20	393	1,057	1,450	F	\$11.20	337	1,078	1,415	F	\$9.45	343	932	1,275	E	\$5.45	346	870	1,216	E
0600 - 0700	\$17.30	301	1,217	1,518	F	\$18.30	339	1,359	1,698	F	\$18.30	322	1,338	1,660	F	\$17.30	312	1,047	1,359	F	\$10.45	275	934	1,209	E
0700 - 0800	\$13.60	234	1,248	1,482	F	\$14.30	301	1,260	1,561	F	\$14.30	300	1,292	1,592	F	\$13.30	335	1,282	1,617	F	\$8.70	195	844	1,039	D
0800 - 0900	\$8.70	174	980	1,154	D	\$9.70	191	1,123	1,314	E	\$9.70	213	1,097	1,310	E	\$8.70	217	1,005	1,222	E	\$5.45	155	773	928	C
0900 - 1000	\$4.25	159	752	911	C	\$5.45	171	854	1,025	D	\$5.45	219	855	1,074	D	\$5.45	202	778	980	C	\$4.25	143	682	825	C

AM Time	Monday 06/20/22					Tuesday 06/21/22					Wednesday 06/22/22					Thursday 06/23/22					Friday 06/24/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	159	373	532	B	\$2.30	147	444	591	B	\$2.30	188	385	573	B	\$2.30	172	376	548	B	\$2.30	156	352	508	B
0500 - 0600	\$11.20	333	941	1,274	E	\$11.20	287	1,161	1,448	F	\$11.20	376	1,005	1,381	F	\$9.45	366	1,019	1,385	F	\$5.45	304	856	1,160	D
0600 - 0700	\$17.30	256	1,014	1,270	E	\$18.30	285	1,276	1,561	F	\$18.30	331	1,293	1,624	F	\$17.30	344	1,199	1,543	F	\$10.45	248	1,069	1,317	E
0700 - 0800	\$13.60	229	892	1,121	D	\$14.30	204	1,138	1,342	E	\$14.30	221	1,216	1,437	F	\$13.30	257	1,171	1,428	F	\$8.70	221	927	1,148	D
0800 - 0900	\$8.70	169	771	940	C	\$9.70	112	631	743	B	\$9.70	226	1,051	1,277	E	\$8.70	206	1,031	1,237	E	\$5.45	201	731	932	C
0900 - 1000	\$4.25	196	709	905	C	\$5.45	168	647	815	C	\$5.45	144	729	873	C	\$5.45	171	872	1,043	D	\$4.25	187	742	929	C

AM Time	Monday 06/27/22					Tuesday 06/28/22					Wednesday 06/29/22					Thursday 06/30/22					Friday 07/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.30	171	395	566	B	\$2.30	174	406	580	B	\$2.30	175	408	583	B	\$2.30	172	407	579	B					
0500 - 0600	\$11.20	362	1,058	1,420	F	\$11.20	387	978	1,365	F	\$11.20	403	1,016	1,419	F	\$9.45	379	1,013	1,392	F					
0600 - 0700	\$17.30	315	1,259	1,574	F	\$18.30	346	1,248	1,594	F	\$18.30	331	1,242	1,573	F	\$17.30	361	1,212	1,573	F					
0700 - 0800	\$13.60	271	1,191	1,462	F	\$14.30	289	1,218	1,507	F	\$14.30	270	1,227	1,497	F	\$13.30	265	1,161	1,426	F					
0800 - 0900	\$8.70	208	1,083	1,291	E	\$9.70	205	1,127	1,332	E	\$9.70	219	1,035	1,254	E	\$8.70	213	1,024	1,237	E					
0900 - 1000	\$4.25	209	899	1,108	D	\$5.45	197	856	1,053	D	\$5.45	228	897	1,125	D	\$5.45	226	861	1,087	D					

**Westbound AM Peak - I-15 North to County Line**

AM Time	Monday 05/30/22					Tuesday 05/31/22					Wednesday 06/01/22					Thursday 06/02/22					Friday 06/03/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500											\$3.00	168	465	633	B	\$3.00	142	425	567	B	\$3.00	114	396	510	B
0500 - 0600											\$7.00	224	1045	1,269	E	\$7.00	222	1,055	1,277	E	\$5.45	126	905	1,031	D
0600 - 0700											\$9.00	225	1214	1,439	F	\$9.00	246	1,141	1,387	E	\$7.00	185	924	1,109	D
0700 - 0800											\$9.00	210	1150	1,360	E	\$9.00	190	1,081	1,271	E	\$7.00	169	861	1,030	D
0800 - 0900											\$7.00	126	1032	1,158	D	\$7.00	123	939	1,062	D	\$5.45	96	676	772	B
0900 - 1000											\$5.45	122	833	955	C	\$5.45	94	763	857	C	\$3.00	123	599	722	B

AM Time	Monday 06/06/22					Tuesday 06/07/22					Wednesday 06/08/22					Thursday 06/09/22					Friday 06/10/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	168	450	618	B	\$3.00	157	430	587	B	\$3.00	117	466	583	B	\$3.00	162	421	583	B	\$3.00	112	353	465	B
0500 - 0600	\$7.00	219	1,032	1,251	E	\$7.00	236	1083	1,319	E	\$7.00	168	1094	1,262	E	\$7.00	217	1,019	1,236	E	\$5.45	190	838	1,028	D
0600 - 0700	\$9.00	187	1,189	1,376	E	\$9.00	229	1169	1,398	E	\$9.00	202	1191	1,393	E	\$9.00	234	1,101	1,335	E	\$7.00	190	905	1,095	D
0700 - 0800	\$9.00	204	1,101	1,305	E	\$9.00	204	1186	1,390	E	\$9.00	181	1207	1,388	E	\$9.00	196	1,104	1,300	E	\$7.00	154	834	988	C
0800 - 0900	\$7.00	121	909	1,030	D	\$7.00	130	982	1,112	D	\$7.00	101	948	1,049	D	\$7.00	133	865	998	C	\$5.45	120	736	856	C
0900 - 1000	\$5.45	122	584	706	B	\$5.45	111	659	770	B	\$5.45	130	675	805	C	\$5.45	160	712	872	C	\$3.00	160	639	799	B

AM Time	Monday 06/13/22					Tuesday 06/14/22					Wednesday 06/15/22					Thursday 06/16/22					Friday 06/17/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	174	460	634	B	\$3.00	169	439	608	B	\$3.00	165	432	597	B	\$3.00	161	415	576	B	\$3.00	128	385	513	B
0500 - 0600	\$7.00	206	1,017	1,223	E	\$7.00	222	1,004	1,226	E	\$7.00	169	1,067	1,236	E	\$7.00	234	1,011	1,245	E	\$5.45	201	803	1,004	D
0600 - 0700	\$9.00	217	1,106	1,323	E	\$9.00	223	1,167	1,390	E	\$9.00	217	1,166	1,383	E	\$9.00	200	1,088	1,288	E	\$7.00	193	851	1,044	D
0700 - 0800	\$9.00	169	1,075	1,244	E	\$9.00	179	1,103	1,282	E	\$9.00	195	1,116	1,311	E	\$9.00	174	1,057	1,231	E	\$7.00	116	822	938	C
0800 - 0900	\$7.00	93	809	902	C	\$7.00	137	934	1,071	D	\$7.00	136	947	1,083	D	\$7.00	141	881	1,022	D	\$5.45	94	683	777	B
0900 - 1000	\$5.45	116	701	817	C	\$5.45	131	760	891	C	\$5.45	128	706	834	C	\$5.45	145	776	921	C	\$3.00	116	643	759	B

AM Time	Monday 06/20/22					Tuesday 06/21/22					Wednesday 06/22/22					Thursday 06/23/22					Friday 06/24/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	143	413	556	B	\$3.00	132	486	618	B	\$3.00	149	439	588	B	\$3.00	152	443	595	B	\$3.00	125	389	514	B
0500 - 0600	\$7.00	180	920	1,100	D	\$7.00	157	1,075	1,232	E	\$7.00	237	1,050	1,287	E	\$7.00	224	984	1,208	E	\$5.45	155	823	978	C
0600 - 0700	\$9.00	175	975	1,150	D	\$9.00	182	1,181	1,363	E	\$9.00	200	1,104	1,304	E	\$9.00	198	1,097	1,295	E	\$7.00	145	924	1,069	D
0700 - 0800	\$9.00	134	763	897	C	\$9.00	143	1,086	1,229	E	\$9.00	167	1,102	1,269	E	\$9.00	160	1,007	1,167	D	\$7.00	132	798	930	C
0800 - 0900	\$7.00	112	670	782	B	\$7.00	119	936	1,055	D	\$7.00	128	885	1,013	D	\$7.00	128	820	948	C	\$5.45	140	698	838	C
0900 - 1000	\$5.45	135	694	829	C	\$5.45	142	748	890	C	\$5.45	134	706	840	C	\$5.45	133	713	846	C	\$3.00	137	633	770	B

AM Time	Monday 06/27/22					Tuesday 06/28/22					Wednesday 06/29/22					Thursday 06/30/22					Friday 07/01/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.00	151	432	583	B	\$3.00	167	441	608	B	\$3.00	167	411	578	B	\$3.00	142	385	527	B					
0500 - 0600	\$7.00	231	1,030	1,261	E	\$7.00	205	1,021	1,226	E	\$7.00	239	1,001	1,240	E	\$7.00	210	976	1,186	D					
0600 - 0700	\$9.00	215	1,100	1,315	E	\$9.00	218	1,153	1,371	E	\$9.00	193	1,107	1,300	E	\$9.00	205	1,122	1,327	E					
0700 - 0800	\$9.00	160	1,016	1,176	D	\$9.00	155	1,087	1,242	E	\$9.00	175	1,030	1,205	E	\$9.00	151	1,003	1,154	D					
0800 - 0900	\$7.00	127	826	953	C	\$7.00	137	951	1,088	D	\$7.00	139	922	1,061	D	\$7.00	128	850	978	C					
0900 - 1000	\$5.45	125	679	804	C	\$5.45	144	746	890	C	\$5.45	142	721	863	C	\$5.45	143	762	905	C					

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## RCTC OPERATIONAL HIGHLIGHTS

### **On-Road Operations**

RCTC Freeway Service Patrol responded to 82 calls during the month of June. Of those calls, 63 were to assist disabled vehicles, 7 calls to remove debris, and 12 were in response to accidents that affected the EL.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes Operating Statement

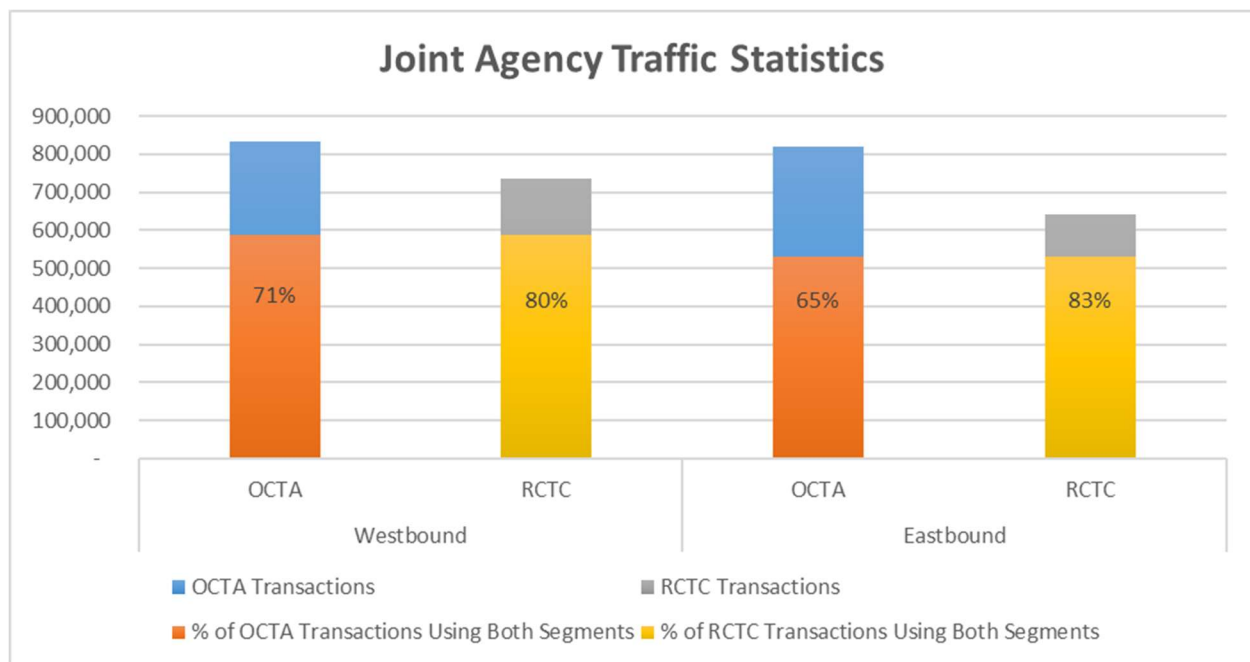
Description	YTD as of :		YTD Variance	
	Actual <sup>1</sup>	6/30/2022 Budget	Dollar \$	Percent (%)
<b>Operating revenues:</b>				
Toll Revenue	\$ 57,588,628.26	\$ 35,835,000.00	\$ 21,753,628.26	60.7
Fee Revenue	5,431,105.48	5,716,900.00	(285,794.52)	(5.0)
<b>Total operating revenues</b>	<b>63,019,733.74</b>	<b>41,551,900.00</b>	<b>21,467,833.74</b>	<b>51.7</b>
<b>Operating expenses:</b>				
Salaries and Benefits	643,095.40	852,800.00	209,704.60	24.6
Legal Services	79,497.36	208,700.00	129,202.64	61.9
Advisory Services	60,112.64	5,000.00	(55,112.64)	(1,102.3)
Audit and Accounting Fees	29,775.00	36,000.00	6,225.00	17.3
Service Fees	11,418.18	18,700.00	7,281.82	38.9
Other Professional Services	621,046.55	1,255,800.00	634,753.45	50.5
Lease Expense	251,989.10	319,100.00	67,110.90	21.0
Operations	2,277,998.45	3,617,800.00	1,339,801.55	37.0
Utilities	60,060.21	65,100.00	5,039.79	7.7
Supplies and Materials	12,536.69	33,500.00	20,963.31	62.6
Membership and Subscription Fees	26,761.20	30,000.00	3,238.80	10.8
Office Equipment & Furniture (Non-Capital)	365.18	80,000.00	79,634.82	99.5
Maintenance/Repairs	228,927.24	308,600.00	79,672.76	25.8
Training Seminars and Conferences	6,750.88	1,600.00	(5,150.88)	(321.9)
Transportation Expenses	994.81	2,500.00	1,505.19	60.2
Lodging	651.78	1,300.00	648.22	49.9
Meals	257.55	3,000.00	2,742.45	91.4
Other Staff Expenses	208.01	300.00	91.99	30.7
Advertising	-	215,000.00	215,000.00	100.0
Program Management	44,911.71	83,100.00	38,188.29	46.0
Program Operations	6,798,417.97	8,374,200.00	1,575,782.03	18.8
Litigation Settlement	687.06	-	(687.06)	N/A
Furniture & Equipment	9,159.47	75,000.00	65,840.53	87.8
Improvements	24,997.50	55,000.00	30,002.50	54.6
Bad Debt Expense	76,390.63	-	(76,390.63)	N/A
<b>Total operating expenses</b>	<b>11,267,010.57</b>	<b>15,642,100.00</b>	<b>4,375,089.43</b>	<b>28.0</b>
<b>Operating income (loss)</b>	<b>51,752,723.17</b>	<b>25,909,800.00</b>	<b>25,842,923.17</b>	<b>99.7</b>
<b>Nonoperating revenues (expenses):</b>				
Interest Revenue	(828,142.87)	149,500.00	(977,642.87)	653.9
Other Miscellaneous Revenue	39,073.64	-	39,073.64	N/A
Loss on Refunding	(6,733,662.41)	-	(6,733,662.41)	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(26,348,931.26)	(9,040,900.00)	(17,308,031.26)	191.4
<b>Total nonoperating revenues (expenses)</b>	<b>(33,871,662.90)</b>	<b>(8,891,400.00)</b>	<b>(24,980,262.90)</b>	<b>(280.9)</b>
Transfers In	-	-	-	N/A
Transfers Out	(302,521.19)	(1,074,700.00)	772,178.81	(71.9)
<b>Net income (loss)</b>	<b>\$ 17,578,539.08</b>	<b>\$ 15,943,700.00</b>	<b>\$ 1,634,839.08</b>	<b>10.3</b>

<sup>1</sup> Unaudited

## JOINT AGENCY TRIP AND REVENUE STATISTICS

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
<b>Westbound</b>				
OCTA	832,800	588,685	71%	\$2,257,575.15
RCTC	736,583	588,685	80%	\$3,032,649.10
<b>Eastbound</b>				
OCTA	819,714	531,057	65%	\$2,762,585.94
RCTC	639,971	531,057	83%	\$2,250,500.02

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	June 2022 PERFORMANCE
<b>Customer Service</b>			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	60% answered within 60 seconds
Abandon Percentage	Monthly	4 % <=	5%
Customer Satisfaction Score	Monthly	4.5=>	4.96
First Contact Resolution	Monthly	85% of calls resolved on first contact	92%
<b>Timeliness of Case Resolution</b>	Monthly	90% of cases were resolved in 1 day	93%
	Monthly	98% of cases were resolved within 5 days	100%
<b>Mail Performance</b>			
Processing Returned Mail	Monthly	Per business day in which 90% of returned mail is processed within three (3) business days	100%
	Monthly	Per business day in which 100% of returned mail is not processed within ten (10) business days	100%
Research and resolve unidentified Payments	Monthly	100% of all unidentified payments are completely and accurately resolved within five (5) business days	100%
Payment Processing	Monthly	Per business day in which 100% of payments are processed within two (2) business days	100%
<b>Accounting</b>			
Customer Refunds Processed	Monthly	Per business day in which 100% of all refunds are not completely and accurately issued within five (5) business days	91%

Key Performance Indicators for service level, abandon calls, and customer refunds processed were not achieved due to staffing attrition due to COVID-19.

## JOINT AGENCY TRANSPONDER DISTRIBUTION

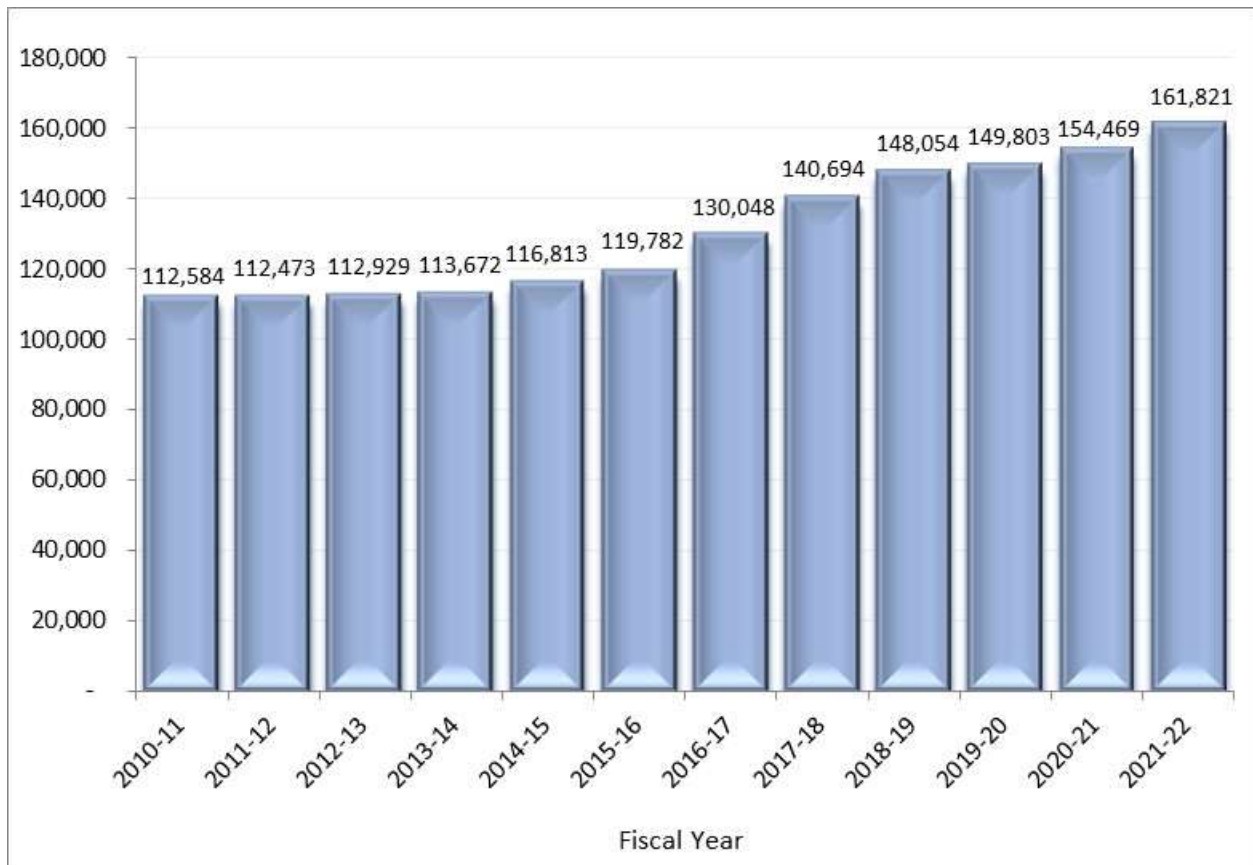
6C TRANSPONDER DISTRIBUTION		June-22		May-22		FY 2021-22	
		Tags	% of Total	Tags	% of Total	Average To-Date	
Issued							
To New Accounts	235	3.3%	269	3.1%	4,371	46.5%	
Additional Tags to Existing Accounts	6,949	96.7%	8,491	96.9%	5,019	53.3%	
Replacement Transponders					20	0.2%	
Total Issued	7,184		8,760		9,410		
Returned							
Account Closures							
Accounts Down sizing							
Defective Transponders							
Total Returned							



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At the end of June 2022, the 91 EL had 161,821 active customer accounts, and 641,110 transponders classified as assigned.

**Number of Accounts by FY**  
**As of June 30, 2022**



# **AGENDA ITEM 6I**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Toll Policy and Operations “Committee of the Whole” Reinland Jones, Toll Technology Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Change Order to Amend the Interstate 15 Express Lanes Project Toll Services Agreement with Kapsch TrafficCom USA to Provide Operations and Maintenances Services for the Interstate 15/State Route 91 Express Lanes Connector

**TOLL POLICY AND OPERATIONS “COMMITTEE OF THE WHOLE” AND STAFF RECOMMENDATION:**

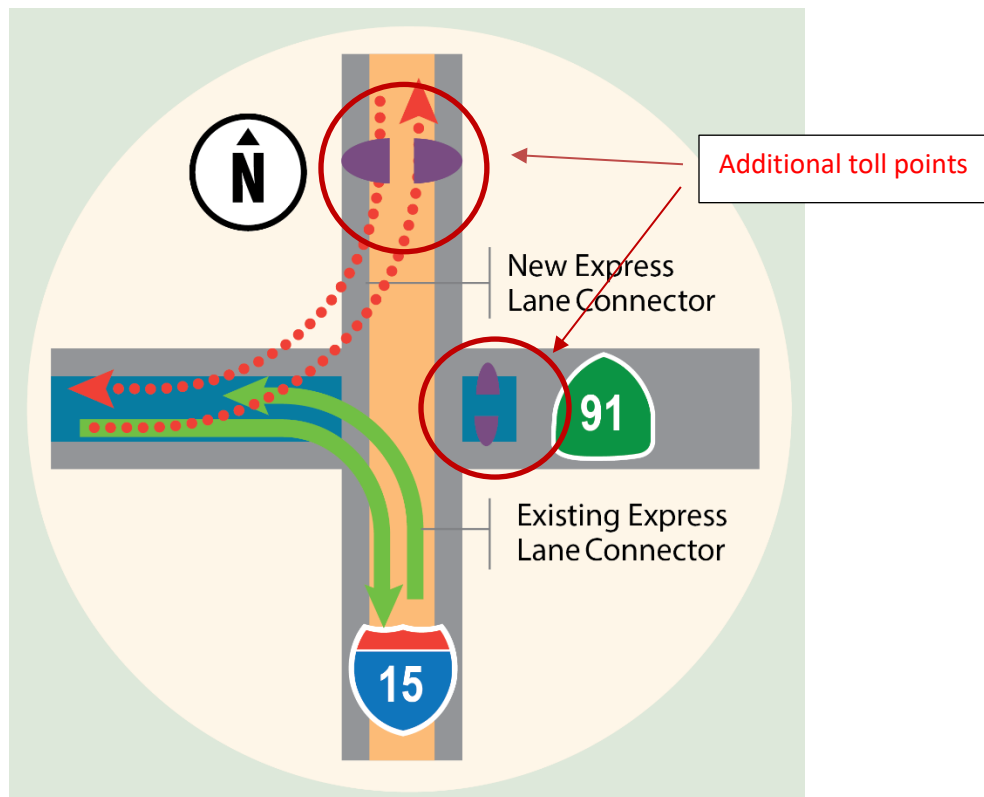
This item is for the Commission to:

- 1) Approve Change Order No. 28 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to provide for operations and maintenance services of the Tolling System for the I-15/SR-91 Express Lanes Connector (15/91 ELC) in the amount of \$3,132,144; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order on behalf of the Commission.

**BACKGROUND INFORMATION:**

In April 2017 Governor Brown signed Senate Bill 132 (SB 132) which appropriated \$427 million to the Riverside County Transportation Efficiency Corridor for five projects. SB 132 allocated \$180 million to the 15/91 ELC. The 15/91 ELC will provide a tolled express lanes connector between the 91 Express Lanes and the 15 Express Lanes to the north of SR-91.

The new 15/91 ELC adds four additional toll points. Two of the toll points are for the new 15/91 ELC, one in each direction, and two are for the McKinley entry and exit. The addition of the 15/91 ELC will create three travel options for customers: McKinley, I-15 to the north and I-15 to the south. In order to determine which trip a customer takes additional toll points on the McKinley entrance and exit are needed (Figure 1: Additional Toll Points). The 15/91 ELC and McKinley toll points are under construction and anticipated to be open to traffic in 2023.



*Figure 1: Additional toll points*

At its February 2022 meeting, the Commission approved change order 8B to the Kapsch agreement providing for the design and installation of the tolling system for the 15/91 ELC. At that time, staff informed the Commission that it would need to return at a later date with a change order for the additional operations and maintenance effort related to the 15/91 ELC.

## **DISCUSSION**

In order to operate and maintain the new toll points, Kapsch will be required to operate and maintain the toll systems that are responsible for calculating dynamic toll rates, displaying toll rates on signage, forming toll trip transactions and assigning toll rates. Staff worked with Kapsch to evaluate current staffing levels and additional resources required to perform the additional scope and believes the proposed levels are fair and in the best interest of the Commission. The scope provided in this change order requires Kapsch to operate in accordance with the performance measures required in the base contract, ensuring a high level of system availability and accuracy. The required work is broken into four categories: roadside maintenance, system maintenance, image review and traffic operations.

## **Roadside Maintenance**

The roadside maintenance system requires 24/7 monitoring. Kapsch will be required to perform preventative and corrective maintenance on the roadside equipment to ensure it operates at the level of accuracy and availability stated in the agreement. One additional part-time position is required to perform this work.

## **System Maintenance**

In addition to the roadside equipment, Kapsch will be required to support the software applications which run the toll system. Kapsch's team of network and software engineers will monitor the software which is responsible for setting and displaying the toll amount and forming the toll transactions. Kapsch will also be required to ensure the network which transmits data to and from the on-road system operates properly and perform all necessary maintenance and repairs. Two full time data base administrators are required to perform this work.

## **Image review**

The additional four toll points will generate license plate images on which toll collection heavily relies. Kapsch staff will review the images and attach them to the toll transactions. Kapsch is required to complete the review of images within three days. Three image reviewers are required to perform this work.

## **Traffic Operations**

Kapsch currently operates the 15 Express Lanes traffic operations center. With the addition of the 15/91 ELC, Kapsch will be required to monitor the new connector for traffic incidents and accuracy of price display and coordinate incident management. One additional traffic operations operator is required to perform this work.

<b>Section</b>	<b>Annual Positions</b>
<b>Roadway Maintenance</b>	1-Parttime
<b>Systems Maintenance</b>	2-Fulltime
<b>Image Review</b>	3- Fulltime
<b>Traffic Operations</b>	1-Fulltime
<b>Total</b>	6 Fulltime/1-Parttime

*Table 1: Additional Labor*

The Kapsch Agreement for operations and maintenance began with the opening of the 15 Express Lanes on April 14, 2021. The operations and maintenance portion of the Agreement is five years from the opening of the 15 Express Lanes. The 15/91 ELC is estimated to open in 2023. Kapsch will be required to hire the additional staff needed to perform the work described in this change order on September 1 of 2023 to provide for training in advance of the 15/91 ELC opening.

Staff worked with Kapsch to review the current labor effort required to perform the same work being extended to the 15/91 ELC. Using the current labor effort for each activity the labor efforts in Table 1 were determined. The Kapsch Agreement provides for pre-determined hourly rates for the required positions which were considered in the proposer selection process. These rates are competitive and accelerate the Commission's negotiation process with Kapsch. The pre-determined rates were extended by the required labor hours to arrive at a cost for each of the remaining contract years as provided in Table 2 below.

<b>Contract Year</b>	<b>Begins</b>	<b>Ends</b>	<b>Cost</b>
One	4/14/2021	4/13/2022	
Two	4/14/2022	4/13/2023	
Three	4/14/2023	4/13/2024	\$ 700,323
Four	4/14/2024	4/13/2025	\$ 1,202,016
Five	4/14/2025	4/13/2024	\$ 1,229,805

*Table 2: Change order cost by Agreement year.*


Staff believes the amounts provided in this change order are fair and allow the operation of the 15/91 ELC to be incorporated into the work performed by Kapsch today. The incorporation of the additional work into the base Agreement allows the Commission to leverage the use of the pre-established facilities, process and management used for the 15 Express Lanes.

**RECOMMENDATION:**

Staff recommends approval of Change Order No. 28 to amend the Toll Services agreement between the Commission and Kapsch in the amount of \$3,132,144. Further, authorization is requested for the Chair or Executive Director to execute the amendment on behalf of the Commission.

**FISCAL IMPACT**

Services provided under this Change Order will be funded by Toll Revenue related to the I-15 Express lanes and will be included in its future year budgets beginning in FY 2023/24.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2023/24 FY 2024/25+	Amount:	\$1,000,827 \$2,131,317
Source of Funds:	15 Express Lanes Toll Revenue			Budget Adjustment:	No N/A
GL/Project Accounting No.:		001599 81041 00000 0000 515 31 81002			
Fiscal Procedures Approved:				Date:	08/12/2022

Attachment: Draft Change Order No. 28 with Kapsch







**Change Response / TSP Change Request**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**I-15 Toll Services Provider Contract**

**Change Order No. 28**

**Pursuant to:** (check appropriate box)

- ☐ Written Change Notice No. \_\_\_\_\_, dated \_\_\_\_\_, submitted by RCTC to TSP pursuant to Section 20.4.1 of the Contract
  
- ☐ TSP Change Request No. \_\_\_\_\_, dated \_\_\_\_\_, submitted by TSP to RCTC pursuant to Section 20.6 of the Contract
  
- ☐ Directive Letter No. \_\_\_\_\_, dated \_\_\_\_\_, submitted by RCTC to TSP pursuant to Section 20.3 of the Contract

Reference is made to that certain Toll Services Contract (Contract No. 16-31-043-00) dated 26 January 2017, by and between Riverside County Transportation Commission ("RCTC"), a public entity of the State of California ("RCTC"), and Kapsch TrafficCom USA, Inc., f/k/a Kapsch TrafficCom Transportation NA, Inc. ("Kapsch"), a corporation organized under the laws of Delaware ("TSP"), as amended, together with all Exhibits and prior amendments (the "Contract").

This Change Order amends the Contract.

Capitalized terms used, but not defined, in this Change Order have the meanings given in, and all Section and Exhibit references shall be to the Contract.

## **SECTION I – Narrative, Discussion of Additions, Deletions, Modifications to the Requirements of the Toll Services Contract**

### **A. Evaluation of Change including whether TSP considers any RCTC-Initiated Change to constitute a Change and the specific provision(s) of this Contract which permit a Change Order (Section 20.4.3(a)(i)):**

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N/A – RCTC Initiated Change Order

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### **B. Overview of scope of Change (Section 20.4.3(a)(iii)). For detailed scope of Change, please complete the Change Response Price Form:**

All capitalized terms used in this Change Order No. 28 and not defined herein have the meanings given to such terms in the Toll Services Contract dated January 26, 2017 (as amended by this Change Order and the previous Change Orders), between the Riverside County Transportation Commission (“**RCTC**”) and Kapsch TrafficCom USA, Inc. (“**TSP**”) (together the “**Contract**”).

RCTC plans to develop a new Express Lanes Connector (“**ELC**” or “**ELC**” “**Project**”) between the SR-91 Express Lanes (“**SR-91 EL**”) and the future I-15 Express Lanes being developed under the I-15 Express Lanes Project (“**ELP Project**”). The ELC will consist of one Express Lane in each direction facilitating a direct east-to-north and south-to-west connection between the recently opened SR-91 Express Lanes extension and the future Express Lanes on I-15. The ELC will allow SR-91 EL customers and I-15 Express Lanes customers to make a continuous trip between the two Express Lane facilities.

#### **Part 1: ELC Connector Tolling System**

##### **Background**

The construction of the ELC will create new destinations accessible from the SR-91 Express Lanes and I-15 Express Lanes. The I-15 Express Lanes system shall be modified to allow for a new inter-facility pricing strategy. Given the access configuration and location of toll points on the SR-91 Express Lanes and the I-15 Express Lanes, customers using the ELC will be required to use the RCTC segment of the SR-91 Express Lanes (RCTC SR-91 Express Lanes Segment) and one segment of the I-15 Express Lanes (I-15 Express Lanes Segment). Prices for ELC transactions shall be combined with the RCTC SR-91 Express Lanes Segment and the I-15 Express Lanes Segment, creating an inter-facility pricing zone. Additionally, tolls for trips beginning with segment one northbound on the I-15 Express Lanes to the SR-91 Express Lanes westbound or SR-91 Express Lanes eastbound through segment four of the I-15 Express Lanes southbound shall be combined.

This strategy introduces a new pricing zone that encompasses the RCTC SR-91 Express Lanes Segment and the entirety of the I-15 Express Lanes so that the price to travel to the ends of the



I-15 Express Lanes would be displayed at the SR-91 County Line and the price to travel to the SR-91 County Line would be displayed on I-15 Express Lanes signs.

ELC Subproject, as documented in Change Order 8B provides for:

- 1) New tolling equipment on 3 gantries – North Gantry, West McKinley Gantry, and East McKinley Gantry.
- 2) Additional CCTV and TTMS equipment to support the monitoring of the new tolling points.
- 3) These new tolling points will be tied into the new I-15 fiber communications system or SR-91 fiber communications system (as determined during design, and communication with the new I-15 ROC facility).

## **Part 2: Work under this Change Order No. 28**

### **A. ELC O&M Work**

TSP acknowledges that:

During the ELC O&M Term, TSP will perform the following O&M Work (collectively, the **ELC O&M Work**):

- (a) Maintenance Services to support the RCTC ELC Tolling in accordance with Technical Provisions (“TP”), Section 16 (the “**ELC Maintenance Work**”).
- (b) All other provisions of the Contract apply to this ELC O&M Work.

## **Part 3: SR-91 ROW Access**

RCTC will provide TSP with access to the SR-91, ELC, and ELP ROW for the purposes of performing the ELC O&M Work, provided that (i) TSP shall obtain a rider to the existing RCTC encroachment permit providing TSP with access to the ELC Site prior to commencing work on the site and shall comply with the requirements of such permit, and (ii) TSP shall comply at all times with TSP’s safety and security procedures and all applicable requirements of this Contract and Technical Provisions.

## **Part 4: Additional Definitions (Exhibit 1 to the Contract)**

**ELC O&M Term** means the period commencing on September 1, 2023 and continuing for through March 2026.

**ELC O&M Work** means ELC Maintenance Work.

## **Part 5: Impacts on Existing Definitions and Contract Provisions**

For purposes of the ELC O&M Work, the Setting Date, the Effective Date and similar reference dates under the Contract will be the date of issuance of this Change Order.

Except as specifically provided otherwise in this Change Order:

- 1) Defined terms previously applying generally to the ELP Project (such as “Project,” “D&D Work,” “Toll Services,” “Work,” “Completion Deadlines,” “Total Capital Cost,”

etc.): (a) will retain the same names and the definitions will be revised to include SR-91 (Phase 1, 2, 3, and 4) and ELC; but (b) corresponding ELP Project-specific defined terms will also be created so as to distinguish from SR-91 and ELC as needed.

- 2) Provisions in the Contract of general application to the ELP Project (such as TSP's indemnities, events of default) will also apply to SR-91 and ELC.

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**C. Analysis of (impact of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC's toll operations (as applicable); (Section 20.4.3(a)(v)):**

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All impacts of the Change are reflected in this Change Order No. 28, and there are no other impacts of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC's toll operations.

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**D. Proposed plan for mitigating impacts of the Change (Section 20.4.2(a)(x)):**

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N/A

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**E. Additions / deletions / modifications to the requirements of the Contract including KPIs (if any) (Section 20.4.3(a)(viii)):**

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See Attachment 3 for additional Statement of Work ("SOW").

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**SECTION II – Cost Impact(s)**

**A. Summary**

Compensation under this Change Order is to be paid (check the applicable boxes below):

- ☐ n/a<sup>1</sup> \$0.00 (“no cost”) Change Order.
- ☐ as a lump sum adjustment to the Contract Price in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- ☒ as a series of monthly payments in accordance with Attachment 1A through 1C – ELC O&M – Price Sheet – Monthly Payments
- ☐ as an adjustment to Total O&M Years 1 and 2 Cost or Total O&M Years 3, 4 and 5 Cost
- ☐ as a Unit Price Change Order for increases or decreases in the Contract Price [not to exceed] / [in the amount of] \_\_\_\_\_ dollars (\$ \_\_\_\_\_))
- ☐ as a Time and Materials Change Order, [not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_)]
- ☐ as is set forth below, under Section II(B)([2] / [3]). ***[select the proper reference]***
- ☐ If more than one box has been checked, also check this box and summarize terms here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Documentation supporting the Change Order is attached as Annex[es] \_\_\_\_\_ [through \_\_\_\_\_].

**B. Special Considerations**

**1. Delay and disruption damages for Excusable Delay (Section 20.10).** ☒ n/a

Compensation available for Change Orders are (only) extra Work Costs and delay Costs directly attributable to the proposed Change and exclude certain costs and expenses.

- Total extra Work Costs: \$ \_\_\_\_\_
- Total delay and disruption damages: \$ \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> If \$0 (i.e., a “no cost” Change Order), leave remainder of Section II blank.



Discussion (if any):

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**2. Deductive RCTC Changes.** ☒ n/a

If this Change Order is a deductive change

Net Cost<sup>2</sup> Savings attributable to the deductive change \$ \_\_\_\_\_

Amount due to RCTC attributable to the deductive Change (or which can be used by RCTC, in its sole discretion, to offset payment to TSP) \$ \_\_\_\_\_

Discussion (if any):

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<sup>2</sup> When both additions and reductions are involved in any one Change Order, the adjustment shall be determined on the basis of net increase or decrease. TSP Margin will be allowed only for the net increase in labor Cost in order to establish the amount to be added to the Contract Price. In determining a deductive change order, any deduction will include the amount of TSP Margin and Audited Overhead which would have been payable on such amounts by RCTC in accordance with Section 20.

### **SECTION III – Completion Deadline Impacts (Applicable to All Change Orders)**

The status of the CSC Commencement Deadline is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by [extending] / [accelerating] the date of the CSC Commencement Deadline by \_\_\_\_\_ calendar days to \_\_\_\_\_ calendar days prior to Revenue Service Commencement.

The status of the Revenue Service Commencement Deadline is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by [extending] / [accelerating] the date of the Revenue Service Deadline by \_\_\_\_\_ calendar days to \_\_\_\_\_ Days after the Package 4 Turnover Date.

The status of the total Float is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by this Change Order as follows:

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If this Change Order is issued as a result of, or relating to, an Excusable Delay or a shortening time, TSP's Critical Path time impact delay analysis is attached as Annex \_\_\_\_\_ (Section 20.4.3(a)(vi)). ☒ n/a





**SECTION IV - (Reviewed and recommended agreed by TSP’s [Project Manager-D&D Work] or [Project Manager-O&M Work])**

By: \_\_\_\_\_

Name: Jim Kirwin

Title: Project Manager

Date: \_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION V - (Reviewed and agreed by TSP)**

The undersigned Authorized Representative of TSP hereby certifies, under penalty of perjury, as follows:

1. Sections I, II and III of this Change Order, including all Worksheets and Annexes, collectively represent a true, accurate and complete summary of all aspects of this Change Order.
2. The amounts of time and/or compensation set forth in this Change Order (a) are, in each case, justified as to entitlement and amount, (b) reflect all changes to compensation for and scheduling of the Project (inclusive of all Subcontractor and Supplier amounts, impacts), (c) is complete, accurate and current and (d), in each case, the amounts of time, if any, and/or compensation, if any, agreeable to, and is hereby agreed by, TSP.
3. This Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been and may be incurred, as a result of the event, occurrence or matter giving rise to this Change Order. This Change Order constitutes a full and complete settlement of all Losses, Claims, matters, issues and disputes existing as of the effective date of this Change Order, of whatever nature, kind or character relating to the event, occurrence or matter giving rise to this Change Order and the performance of any extra Work that this Change Order documents or relates, including all direct and indirect costs for services, equipment, manpower, materials, overhead, profit, financing, delay and disruption arising out of, or relating to, the issues set forth herein. TSP acknowledges that it shall not be entitled to assert any Claim for relief under the Contract for delay, disruption costs or any other adverse financial or Project Schedule impacts existing as of the effective date of this Change Order and arising out of, or relating to, the event, occurrence or matter giving rise to this Change Order or such extra Work.
4. If the foregoing Change Order includes claims of Subcontractors or Suppliers, TSP represents that authorized representatives of each Subcontractor and Supplier, if any, reviewed such claims, this Change Order and accept this Change Order as dispositive on the same, subject to separate Contract between TSP and each such Subcontractor and Supplier, as applicable. Furthermore, TSP has determined in good faith that such claims are justified as to both entitlement and amount.
5. The cost and pricing data forming the basis for the Change Order is complete, accurate and current, with specific reference to the California False Claims Act (Government Code section 12650 et. seq.) and the U.S. False Claims Act (31 USC § 3729 et seq.)
6. It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.
7. This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, Contracts or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written, other than the Contract, as amended in accordance with its terms.



8. This Change Order is binding upon, and shall insure to the benefit of, each of the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS, WHEREOF, TSP, intending to be legally bound, has executed this Change Order as of the date below.

**TSP:**  
**Kapsch TrafficCom USA, Inc.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ray Cooper  
Title: Vice President and General Manager,  
Western Region Delivery and Operations



**SECTION VI - (Reviewed and recommended by RCTC)**

By: \_\_\_\_\_  
Name: David Thomas  
Title: Toll Project Delivery Director  
Date: \_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SECTION VII - (Agreed by RCTC's Authorized Representative)**

IN WITNESS WHEREOF, RCTC, intending to be legally bound, has executed this Change Order as of the date first written above.

Date: \_\_\_\_\_

(the effective date of this Change Order)

**RCTC**

**RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION**

By: \_\_\_\_\_

Name: Anne Mayer

Title: Executive Director

**ATTACHMENT 1A**  
**ELC O&M – PRICE SHEET – MONTHLY PAYMENTS**  
**YEAR 1 – SEPTEMBER 2023 THROUGH MARCH 2024**

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	ELC O&M Work	Lot	1	\$624,144	\$624,144
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$20,720.00	\$20,720.00
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$9,373.00	\$9,373.00
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$46,085.92	\$46,085.92
Total O&M Costs – Year 1						\$700,322.66
7 months @ per month						\$100,046.09

**ATTACHMENT 1B**  
**ELC O&M – PRICE SHEET – MONTHLY PAYMENTS**  
**YEAR 2 – APRIL 2024 THROUGH MARCH 2025**

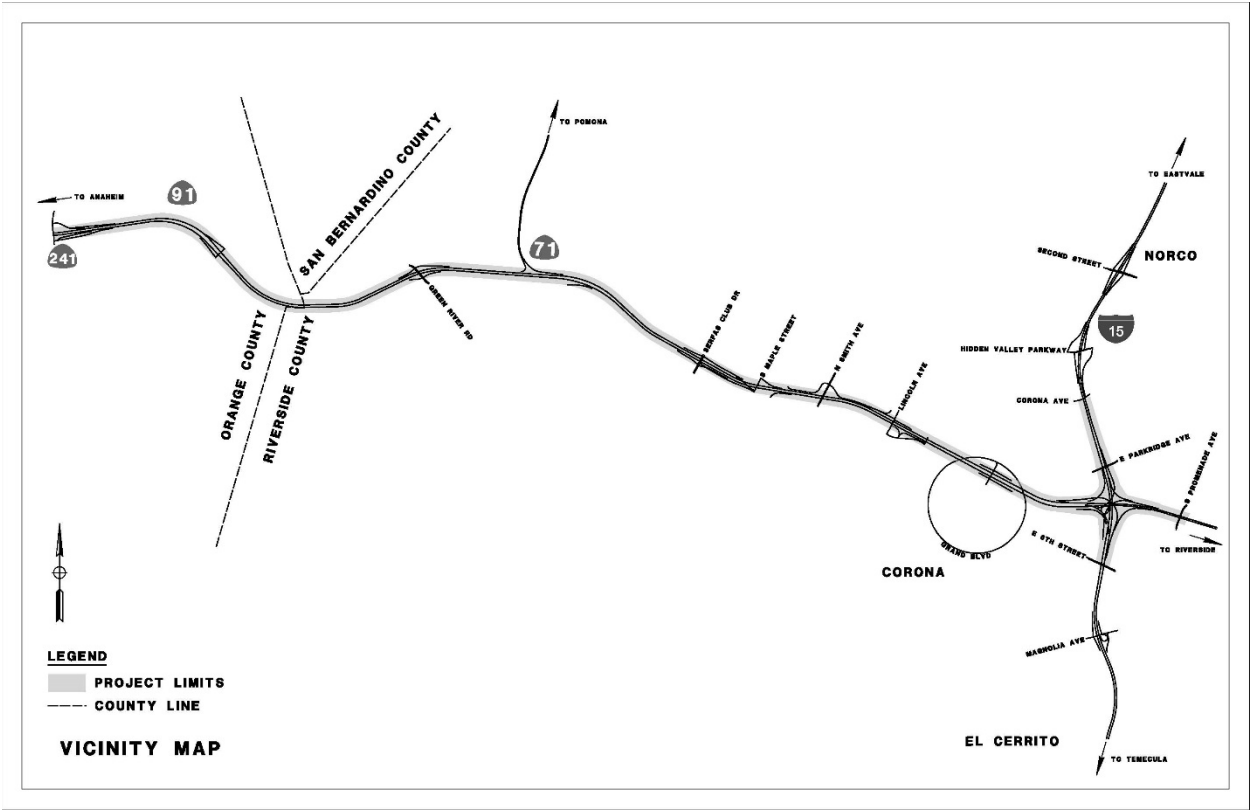
#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$1,096,556.75	\$1,096,556.75
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$35,520.00	\$35,520.00
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$14,636.00	\$14,636.00
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$55,303.16	\$55,303.16
Total O&M Costs – Year 2						\$1,202,015.86
12 months @ per month						\$100,167.99

**ATTACHMENT 1C**  
**ELC O&M – PRICE SHEET – MONTHLY PAYMENTS**  
**YEAR 3 – APRIL 2025 THROUGH MARCH 2026**

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$1,124,002.19	\$1,124,002.19
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$35,520.00	\$35,520.00
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$14,980.00	\$14,980.00
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$55,303.09	\$55,303.09
Total O&M Costs – Year 3						\$1,229,805.30
12 months @ per month						\$102,483.77



**ATTACHMENT 2**  
**SR-91 AND ELC ROW**





**ATTACHMENT 3**  
**ADDITIONAL STATEMENT OF WORK**

***Operations and Maintenance  
Change Order 8B  
Statement of Work  
for  
Support the Riverside County Transportation Commission I-15  
Express Lanes Toll Collection System Project  
RFP NO. 16-31-043-00***



Kapsch TrafficCom USA, Inc.

7701 Metropolis Drive

BLDG 14 UNIT 100

Austin, TX 78745

Phone 512-450-6300

CA Dir Registration Number 1000041586

CA Contractor's License Number 1021321

April 28<sup>th</sup>, 2022

Revision 4



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## **SECTION 1 INTRODUCTION**

The Kapsch team is happy to support the expansion of the project with this recent change order. With additional assets, requires support and service. In the original contract, Kapsch O&M pricing was/is based on the transaction counts which were specified in the original T&R Study RCTC provided. Based on the provided T&R and current operating service levels, the Kapsch team provides a quote for supporting this change order. The Kapsch team is providing the following narrative to support the request for additional O&M resources.

### **1.1 Maintenance**

Adding tolling points requires routine and preventative maintenance, the Kapsch team estimates additional hours of maintenance requires 360 hours annually. Routine maintenance requires 30 hours monthly based on historical knowledge and current rates of activities. This is a mix of networking and system engineers. Our historical trend shows that on average 2,400 ROMs tickets are generated monthly. 83% of those tickets are generated as a priority 2 incident requiring a 2 hour response time and a 48 hour restoration time. Beyond the service outage, any revenue impacting devices that are offline incur liquidated damages associated with the time to restore. The Kapsch team requests 360 hours annually to support the additional tolling points. Proper maintenance levels ensure Kapsch team responds and restores in a timely manner. To meet the current service levels, we are also requesting hours to support the team in the various disciplines. These are derived from the number of service tickets and labor committed from August 2021 to January 2022.

**Table A: Maintenance Support**

Position	Annual	Monthly
Technical Leads	72	6
Network / Sys Admin	72	6
Systems Engineer I	144	12
Systems Engineer II	72	6
<b>Total</b>	<b>360</b>	<b>30</b>

The maintenance operations snapshot shows the distribution of monthly ROMs tickets for the prior four months. This demonstrates the distribution of response and frequency of the need for routine maintenance. Dynamic pricing has contributed to additional tickets and labor commitment, but those events fall within the averages.

**Table B:** Maintenance Operations Snapshot:

Months	Priority 1	Priority 2	Priority 3	Priority 4	Transactions	Trips to I15	Trips to SR91
January	41	741	101	148	3,153,277	858,106	1,138,559
December	101	1212	137	141	3,931,345	1,093,419	1,405,042
November	86	2,218	119	157	4,067,767	1,096,517	1,438,269
October	153	2,525	223	154	4,215,300	1,141,179	1,489,335
September	238	2,435	142	155	3,988,056	1,067,392	1,434,783
August	130	2,204	154	209	3,977,632	1,057,918	2,510,613
Sum	749	11,335	876	964	23,333,377	6,314,531	9,416,601
Monthly Average	125	1,889	146	161	3,888,896	1,052,422	1,569,434

## 1.2 Image Review

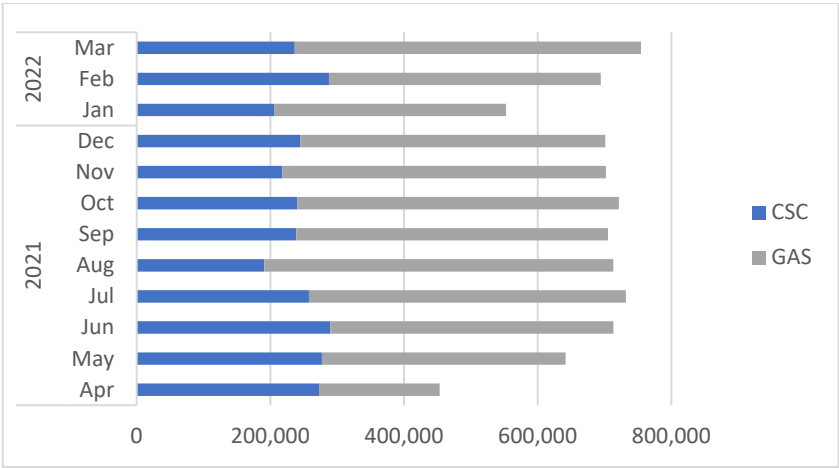
The basis of the estimates is derived from the traffic volumes inbound and outbound at the McKinley exit. The tolling point addition is expected to impact the volumes of traffic loading from each direction in the segment. Those volumes monthly average around 400,000 in each direction. **Table K** provides the current trend of the segment impacted. The additional tolling points increase image review and image audit processing support. The Kapsch team requests additional hours for image review and support of 4,448 hours annually with the distribution listed below in **Table C**.

**Table C:** Image Review and Image Auditors

Position	Annual	Monthly
Image Reviewer	4160	347
Global Agility Solutions	\$35,520.00	\$2,960.00
Total	4,160 + \$35,520.00	347 + \$2,960.00

Currently, the team manually reviews 693,700 images, 17.3% monthly on average. The local staff reviews 244,216 and Global Agility reviews 449,484 images monthly on average. **Table D** is a combined value of our subcontractor Global Agility and Kapsch staff. The labor supporting this effort is 15 full-time equivalent, 7 local FTE, and 8 FTE from Global Agility at an average rate of 46,000 images reviewed per FTE.

**Table D:** Historical Image Review Snapshot (Monthly):  
CSC = Local Staff  
GAS = Global Agility



The additional tolling points will add  $(69,200 * 2) = 138,400$  images monthly for manual review and will require 3 additional FTE at our current rate of processing 46,000 per FTE. Remaining manual image review is completed utilizing Global Agility Solution at an annual cost of \$35,520.00. **Table E** provides a breakdown of the current processing levels and the impact of the additional support required.

**Table E:**

The additional tolling points will add  $(69,200 * 2) = 138,400$  images monthly for manual review and will require **3 additional FTE** at our current rate of processing 46,000 per FTE and a flat annual rate of \$35,520.00 for Global Agility Solutions.

	Monthly Transactions	Manual reviewed	Manual Review Staff (46,000 reviews per FTE)
Current Processing Levels	4,000,000	693,700 = 17.3%	15 FTE Total 7 FTE Local, 8 FTE Global Agility
22 SR91 County Line-McKinley	400,000	69,200 = 17.3%	<b>1.5 FTE</b>
21 McKinley-SR91 County Line	400,000	69,200 = 17.3%	<b>1.5 FTE</b>

### Image Auditing

Currently, the image audit team reviews 118,866 images, 10.46% monthly on average to meet the 10% requirement. The labor supporting this effort is 6 full-time equivalent (FTE) at an average rate of 20,000 images reviewed per FTE. At the change order notice to proceed, a reduction of 5% for all transactions will be authorized to Kapsch with no additional labor adjustment. This will offset the additional transactions generated from the tolling points. The table below provides the revised KPI requirements are listed below on **Table F**.

**Table F:** KPI Image Audit requirements:

Item No.	KPI	KPI Description	Minimum Standard for KPI	KPI Deduction	Measurement
----------	-----	-----------------	--------------------------	---------------	-------------



25	Image Quality	This is the percentage of correctly reviewed images that are posted to customer accounts and statements. The percentage of image license plate data recorded accurately in the CSC system is required to be at 98% or higher. Accurate license plate data includes a license plate number, type, and state recorded in the CSC system that matches the image. The requirement is that 98% of all images will be accurately read prior to posting to any customer account or statement. Reports that indicate how many license plate images were changed or dismissed post violation notice mailing compared to the total amount of license plate images mailed over each month will determine the quality percentage. The proposal must explain how Image Quality will be measured and reported.	98%	\$1,000 per percentage point (or portion thereof) under the minimum	Daily Process and Monthly Summary Report. TSP to provide reporting mechanism. Five percent of the violation images shall be reviewed monthly for accuracy. From this review, 98% of the images shall match the transaction data in the CSC system. The accuracy review shall include images and data as determined from OCR and human review, be a reasonable sampling from days throughout the month, day and night, from each toll point and each lane. The calculation will be the number of transactions associated with data requiring change or rejection in a month divided by the total number of images reviewed for accuracy for the month.
26	Image Review Backlog	First Review of all Images to be reviewed shall be within 3 days of the Lane Transaction.	Less than 3 Days (excluding Holidays)	\$50 per 500 images or portion thereof	Daily Process and Monthly Summary Report. TSP to provide reporting mechanism.
27	Image Review Reject Rate	This is the percentage of rejected images accurately coded with the correct reject reason. The requirement is that 95% of rejected images are coded correctly. <b>There must be a minimum sample size of 5% of all rejected images reviewed to ensure proper reject coding occurred.</b>	95.0%	\$1,000 per percentage (or portion thereof) under minimum performance	Daily Process and Monthly Summary Report. TSP to provide reporting mechanism. Measured as the number of correctly coded rejected images divided by the total rejected images reviewed in the sample size each month.

### 1.3 Traffic Operations

Adding tolling points and Express Lane segments require additional support from traffic operations, the Kapsch team requests 2,080 additional hours of support annually. This includes 24/7/365 monitoring, sign verification, transaction adjustment processing, coordination and support for lane closures. Current traffic operations hours are 5 AM to 8 PM, 7 days a week.

One operator to add to the team that will extend hours for the team to 5 AM – 11 PM daily. The expanded hours will increase monitoring capabilities and provide greater coverage during lane closure activities. Austin home office support provides overnight monitoring for the time period not covered locally.

**Table G:** Traffic Operations Support

Position	Annual	Monthly
TOC Operator	2,080	173
Sum	2,080	173

### 1.4 Systems Support

Maintaining systems, monitoring, and reporting through the life of the project is required after the design build project is complete. Additional support is needed for the applications, servers, and databases. The Kapsch team requests 4,160 additional hours of support annually. This request includes the a full time data analyst (classified as IT Technical Support Staff) for all functions of the operations to derive and analyze transactions through the full path from the roadside to payment collections.

**Table H: Systems Support**

Position	Annual	Monthly
Database Administrator	1,040	86.5
Systems Administrator	1,040	86.5
IT Technical Support	2,080	173
Sum	4,160	346

## 1.5 Traffic and Revenue

The basis of the estimates are derived from the T&R estimate. Below are the provided volumes to the Kapsch team. We have extended the volumes to estimate conservatively the transactional impacts of the additional tolling points. The estimated yearly volumes indicated in yellow.

**Table I: T&R Estimate Extended:**

Fiscal Year	Assumed Transactions from 12 toll points	Assumes Transactions from 8 ELP Toll Points + ELC	Transaction Delta between I-15 T&R Reports	% Transaction Delta between I-15 T&R Reports	Violation/Image Transactions based on 5.5% Violation rate	SR-91 Yearly Volumes (Est based on 2M monthly txs, escalated)	Total I-15 ELP & SR-91 Yearly Volumes	Total I-15 ELP/ELC & SR-91 Yearly Volumes	Total I-15 ELP/ELC Delta & SR-91 Yearly Volumes
2021	20,828,000	20,619,000	-209,000	-1.0%	(11,495.00)	24,000,000.00	44,828,000.00	44,619,000.00	(209,000.00)
2022	26,271,000	25,870,000	-401,000	-1.6%	(22,055.00)	24,720,000.00	50,991,000.00	50,590,000.00	(401,000.00)
2023	32,102,000	34,602,000	2,500,000	7.2%	137,500.00	25,461,600.00	57,563,600.00	60,063,600.00	2,500,000.00
2024	33,344,000	35,765,000	2,421,000	6.8%	133,155.00	26,225,448.00	59,569,448.00	61,990,448.00	2,421,000.00
2025	34,636,000	36,966,000	2,330,000	6.3%	128,150.00	27,012,211.44	61,648,211.44	63,978,211.44	2,330,000.00
2026	35,977,000	38,208,000	2,231,000	5.8%	122,705.00	27,822,577.78	63,799,577.78	66,030,577.78	2,231,000.00

Provided with TSP RFP

The basis of the estimates are derived from the traffic volumes inbound and outbound at the McKinley exit. The tolling point addition is expected to impact the volumes of traffic loading from each direction in the segment. Those volumes monthly average around 400,000 in each direction. **Table J** shows a five month trend of traffic in each direction. Those transactions will increase the image review, image audit, violations processing, collections and customer calls for service.

**Table J:***County Line to McKinley Monthly Averages*

Month	Trip	Total	Average Per Day	Month	Trip	Total	Average Per Day
October 2021	22 SR91 County Line-McKinley	411,615	553	October 2021	21 McKinley-SR91 County Line	461,615	620
November 2021	22 SR91 County Line-McKinley	405,262	562	November 2021	21 McKinley-SR91 County Line	436,536	606
December 2021	22 SR91 County Line-McKinley	402,599	541	December 2021	21 McKinley-SR91 County Line	418,288	562
January 2022	22 SR91 County Line-McKinley	324,818	436	January 2022	21 McKinley-SR91 County Line	334,216	449
February 2022	22 SR91 County Line-McKinley	372,444	554	February 2022	21 McKinley-SR91 County Line	385,406	573
	Average	402,065	556		Average	394,467	546

**1.6 Summary**

The increases to the system and inflows of transaction volumes impact the supporting services in all aspects of the agency. Included with the document are supporting reports with current data to

support the labor values quoted in this document. Please review the support and provide any comments. Below in Table K a summary of the total hours requested for each support department.

**Table K:** Department Summary

Section	Annual	Monthly
Roadway Maintenance	360	30
Image Review	10,688	889
Traffic Operations	2,080	173
BOS Systems Maintenance	4,160	346
<b>Total</b>	<b>17,288</b>	<b>1,438</b>



# **AGENDA ITEM 6J**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Monica Morales, Senior Management Analyst Lorelle Moe-Luna, Multimodal Services Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Federal Fiscal Years 2020 and 2021 Federal Transit Administration's Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file an update on the Federal Fiscal Years (FFY) 2020 and 2021 Federal Transit Administration's (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program.

**BACKGROUND INFORMATION:**

The FTA Section 5310 grant program was established in 1975 and has been administered by Caltrans since its inception. The goal of the 5310 program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding the transportation mobility options available. Eligible applicants include private non-profit organizations and public agencies. FTA Section 5310 funds are divided between two types of projects: traditional and expanded. Traditional projects include capital projects such as vehicles and related equipment and must comprise at least 55 percent of the available funding. Expanded projects may include capital and operating expenses that exceed the requirements of the Americans with Disabilities Act, improve access to fixed-route services, provide alternatives to public transportation that assist seniors and individuals with disabilities and comprise up to 45 percent of available funding. Projects may utilize 5310 funds for up to 100 percent of their eligible project costs.

There are three (3) FTA Section 5310 funding categories: rural, small urbanized areas (UZA), and large UZA areas. The UZAs are defined by population and grouped by the United States Census Bureau. Rural areas have a population of less than 50,000 people, a small UZA has a population greater than 50,000 but less than 200,000 people, and anything larger than a population of 200,000 is a large UZA. Caltrans combines the funding for the rural and small urban areas to administer a competitive statewide call for projects. The large UZA category is also competitive, but funds for each large UZA remain in the respective regions. In Riverside County, there are three (3) Census designated large UZAs: Riverside-San Bernardino, Murrieta-Temecula-Menifee, and Cathedral City-Indio. As the grant program administrator, Caltrans develops a project



management plan, which establishes the guidelines, application process, federal and grant administration requirements, and the selection and award of projects.

Although Caltrans administers the program, the Commission is very engaged and plays an important role in the process. The Commission is responsible for developing a Public Transit-Human Services Coordinated Plan (Coordinated Plan) every four years as required by FTA. The Coordinated Plan is used to identify transit needs and strategies, with particular focus on seniors, persons with disabilities, and those that are truly needy. Commission staff provides concurrence that the proposed projects for the 5310 program are consistent with the Coordinated Plan. The Commission also offers technical assistance to applicants by holding workshops, reviewing applications, and preparing recipients for federal grant administration requirements. This not only helps strengthen the applications from the county, but also builds capacity amongst the service providers and leverages other Commission-funded programs such as the Measure A Specialized Transit Program. Lastly, the Commission programs the successful projects into the Federal Transportation Improvement Program.

On January 3, 2022, Caltrans issued a call for projects for the FFYs 2020 and 2021 FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program with applications due to Caltrans on March 2, 2022.

Table 1 below shows the available funding for the small urban and rural competitive call for projects. There was a total amount of \$11,402,172 available for the small urban areas statewide and \$4,593,820 available for rural areas statewide.

Table 1. Available Funding for Small Urban and Rural, FFY 2020 and 2021

<b>SMALL URBAN AND RURAL (STATEWIDE)</b>		
<b>Available Funding by UZA</b>	<b>Statewide Small Urban</b>	<b>Statewide Rural Areas (All Non-Urban Areas Eligible)</b>
<b>FFY 2020 &amp; FFY 2021 Two-Year Funding Available</b>	<b>\$11,402,172</b>	<b>4,593,820</b>

Under the small urban and rural call for projects, one (1) applicant submitted four (4) projects totaling \$256,800 from Riverside County. Unfortunately, the Riverside County agency was unsuccessful in receiving project awards; however, may still have an opportunity to be funded as it was ranked first on the contingency list as shown in Attachment 1. Small urban and rural awards were adopted by the California Transportation Commission on May 18, 2022.

Table 2 below shows the available funding for the large UZA areas in Riverside County. There was a total of \$3,167,537 million available for programming for the FFYs 2020 and 2021 grant cycle.

Table 2. Available Funding for Large UZA Areas, FFY 2020 and 2021

<b>LARGE URBANIZED AREA</b>				
<b>Available Funding by UZA</b>	<b>Western Riverside – San Bernardino UZA</b>	<b>Coachella Valley – Indio – Cathedral City UZA</b>	<b>Murrieta – Temecula – Meniffee UZA</b>	<b>TOTAL FUNDS Available for Riverside County</b>
<b>FFY 2020 &amp; FFY 2021 Two-Year Funding Available</b>	<b>\$1,588,163</b>	<b>\$862,665</b>	<b>\$716,709</b>	<b>\$3,167,537</b>

Eight (8) agencies within Riverside County submitted grant applications requesting \$3,424,338 for 16 projects. This includes 15 replacement vehicles and/or expansion vehicles, five (5) operating projects, and three (3) mobility management projects. A total of 16 projects were awarded. It should be noted one project for Riverside Transit Agency (RTA) was only partially funded. Caltrans provided final awards on July 8, 2022, as highlighted in Attachment 2.

**FISCAL IMPACT:**

This is a receive and file item to update the Commission on the awarded projects in the program. There is no financial impact to the Commission as Caltrans disburses the Section 5310 funds directly to the recipients.

**Attachments:**

- 1) FFYs 2020 and 2021 Section 5310 funding recommendations – Small Urban and Rural Awards
- 2) FFYs 2020 and 2021 Section 5310 funding recommendations - Large Urbanized Areas Awards



## Attachment B - FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 2021 Program of Projects

June 2, 2022

## Small Urbanized and Rural Areas Prioritized List (score priority order)

#	AGENCY	County	Caltrans District	Small Urban or Rural	Project	Type (1)	Vin	Year	Miles	FTA 5310 Share	Local Match (covered by FTA COVID Relief)	Project Total	Cumulative (Federal \$)	Score
<b>TRADITIONAL PROJECTS</b>														
1	Tuolumne County Transit Agency	TUL	10	Small Urban	Mobility Management	MM				\$ 88,219	\$ 22,055	\$ 110,274	\$ 110,274	96
2	Humboldt Senior Resource Center	HUM	1	Small Urban	Minivan	SE				\$ 44,800	\$ 11,200	\$ 56,000	\$ 166,274	96
3	Monterey-Salinas Transit	MON	5	Small Urban	Medium Bus	R	57017	2016	229338	\$ 72,000	\$ 18,000	\$ 90,000	\$ 256,274	96
4	United Cerebral Palsy San Luis Obispo - Ride On	SLO	5	Small Urban	Large Bus	R	72772	2013	292949	\$ 74,400	\$ 18,600	\$ 93,000	\$ 349,274	96
5	United Cerebral Palsy San Luis Obispo - Ride On	SLO	5	Small Urban	Large Bus	R	86882	2011	295332	\$ 74,400	\$ 18,600	\$ 93,000	\$ 442,274	96
6	United Cerebral Palsy San Luis Obispo - Ride On	SLO	5	Small Urban	Large Bus	R	86883	2011	317727	\$ 74,400	\$ 18,600	\$ 93,000	\$ 535,274	96
7	United Cerebral Palsy San Luis Obispo - Ride On	SLO	5	Small Urban	Large Bus	R	28513	2011	313669	\$ 74,400	\$ 18,600	\$ 93,000	\$ 628,274	96
8	United Cerebral Palsy Central California	FRSO	6	Rural	Large Bus	SE				\$ 74,400	\$ 18,600	\$ 93,000	\$ 721,274	95
9	Mendocino Transit Authority	MEN	1	Small Urban	Mobility Management	MM				\$ 240,000	\$ 60,000	\$ 300,000	\$ 1,021,274	95
10	Lake Links Inc.	LAK	1	Rural	Mobility Management	MM				\$ 220,396	\$ 55,099	\$ 275,495	\$ 1,296,769	95
11	Community Bridges/Lifeline	SCZ	5	Small Urban	Computers	OE				\$ 5,280	\$ 1,320	\$ 6,600	\$ 1,303,369	95
12	Amador Transit	AMA	10	Rural	Mobility Management	MM				\$ 282,177	\$ 70,544	\$ 352,721	\$ 1,656,090	94
13	Monterey-Salinas Transit	MON	5	Small Urban	Medium Bus	R	57025	2016	203420	\$ 72,000	\$ 18,000	\$ 90,000	\$ 1,746,090	91
14	Monterey-Salinas Transit	MON	5	Small Urban	Medium Bus	R	57018	2016	201538	\$ 72,000	\$ 18,000	\$ 90,000	\$ 1,836,090	91
15	Monterey-Salinas Transit	MON	5	Small Urban	Medium Bus	R	57023	2016	217963	\$ 72,000	\$ 18,000	\$ 90,000	\$ 1,926,090	91
16	Solano Transportation Authority	SOL	4	Small Urban	Mobility Management	MM				\$ 300,000	\$ 75,000	\$ 375,000	\$ 2,301,090	90
17	The ARC of Amador and Calaveras	AMA	10	Rural	Minivan	R	09544	2013	61335	\$ 44,800	\$ 11,200	\$ 56,000	\$ 2,357,090	89
18	Butte County Association of Governments	BUT	3	Small Urban	Medium Bus	R	12719	2013	189740	\$ 72,000	\$ 18,000	\$ 90,000	\$ 2,447,090	88
19	Butte County Association of Governments	BUT	3	Small Urban	Medium Bus	R	95253	2013	188090	\$ 72,000	\$ 18,000	\$ 90,000	\$ 2,537,090	88
20	Butte County Association of Governments	BUT	3	Small Urban	Medium Bus	R	12722	2013	190640	\$ 72,000	\$ 18,000	\$ 90,000	\$ 2,627,090	88
21	Butte County Association of Governments	BUT	3	Small Urban	Medium Bus	R	12723	2013	189609	\$ 72,000	\$ 18,000	\$ 90,000	\$ 2,717,090	88
22	Imperial County Transportation Commission	IMP	11	Small Urban	Mobility Management	MM				\$ 300,000	\$ 75,000	\$ 375,000	\$ 3,092,090	86
23	Help Central Inc	BUT	3	Small Urban	Mobility Management	MM				\$ 300,000	\$ 75,000	\$ 375,000	\$ 3,467,090	86
24	Porterville Sheltered Workshop	TUL	6	Small Urban	Larger Bus	R	09205	2008	166083	\$ 92,000	\$ 23,000	\$ 115,000	\$ 3,582,090	85
25	Porterville Sheltered Workshop	TUL	6	Small Urban	Larger Bus	R	03769	2010	164467	\$ 92,000	\$ 23,000	\$ 115,000	\$ 3,697,090	85
26	San Benito County Local Transportation Authority	SBEN	5	Rural	Standard Van A	R	17477	2013	67017	\$ 48,000	\$ 12,000	\$ 60,000	\$ 3,757,090	84
27	San Benito County Local Transportation Authority	SBEN	5	Rural	Large Bus	R	62867	2013	154273	\$ 74,400	\$ 18,600	\$ 93,000	\$ 3,850,090	84
28	Pace Solano	SOL	4	Small Urban	Small Bus	R	32857	2008	116589	\$ 67,200	\$ 16,800	\$ 84,000	\$ 3,934,090	83
29	Pace Solano	SOL	4	Small Urban	Small Bus	R	26582	2008	117968	\$ 67,200	\$ 16,800	\$ 84,000	\$ 4,018,090	83
30	Pace Solano	SOL	4	Small Urban	Medium Bus	R	09204	2008	141844	\$ 72,000	\$ 18,000	\$ 90,000	\$ 4,108,090	83
31	Pace Solano	SOL	4	Small Urban	Medium Bus	R	05656	2008	156032	\$ 72,000	\$ 18,000	\$ 90,000	\$ 4,198,090	83
32	Full Access & Coordinated Transportation, Inc.	SD	11	Rural	Mobility Management	MM				\$ 300,000	\$ 75,000	\$ 375,000	\$ 4,573,090	82
33	Inyo-Mono Association for the Handicapped	INY	9	Rural	Medium Bus	R	08658	2015	182511	\$ 72,000	\$ 18,000	\$ 90,000	\$ 4,663,090	82

(1) R = Replacement Vehicle MM = Mobility Management

SE = Service Expansion Vehicle

OE = Operating Equipment

O = Operating Assistance

Attachment B - FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 2021 Program of Projects  
Small Urbanized and Rural Areas Prioritized List (score priority order)

June 2, 2022

#	AGENCY	County	Caltrans District	Small Urban or Rural	Project	Type (1)	Vin	Year	Miles	FTA 5310 Share	Local Match (covered by FTA COVID Relief)	Project Total	Cumulative (Federal \$)	Score
34	Inyo-Mono Association for the Handicapped	INY	9	Rural	Standard Van B	R	24574	2006	168743	\$ 51,360	\$ 12,840	\$ 64,200	\$ 4,727,290	82
35	Roderick Hayfork Senior Nutrition Center	TRY	2	Rural	Small Bus	R	12999	2007	95661	\$ 67,200	\$ 16,800	\$ 84,000	\$ 4,811,290	82
36	Kings Rehabilitation Center	KING	6	Rural	Small Bus	SE				\$ 67,200	\$ 16,800	\$ 84,000	\$ 4,895,290	82
37	Kings Rehabilitation Center	KING	6	Rural	Medium Bus	SE				\$ 72,000	\$ 18,000	\$ 90,000	\$ 4,985,290	82
38	Kings Rehabilitation Center	KING	6	Rural	Medium Bus	SE				\$ 72,000	\$ 18,000	\$ 90,000	\$ 5,075,290	82
39	Kings Rehabilitation Center	KING	6	Rural	Medium Bus	SE				\$ 72,000	\$ 18,000	\$ 90,000	\$ 5,165,290	82
40	Easy Lift Transportation, Inc.	SBAR	5	Small Urban	Minivan	R	62900	2018	100854	\$ 44,800	\$ 11,200	\$ 56,000	\$ 5,221,290	81
41	Easy Lift Transportation, Inc.	SBAR	5	Small Urban	Minivan	R	43250	2018	108512	\$ 44,800	\$ 11,200	\$ 56,000	\$ 5,277,290	81
42	Easy Lift Transportation, Inc.	SBAR	5	Small Urban	Minivan	R	62866	2018	104016	\$ 44,800	\$ 11,200	\$ 56,000	\$ 5,333,290	81
43	Easy Lift Transportation, Inc.	SBAR	5	Small Urban	Minivan	R	63116	2018	102347	\$ 44,800	\$ 11,200	\$ 56,000	\$ 5,389,290	81
44	Easy Lift Transportation, Inc.	SBAR	5	Small Urban	Minivan	R	62864	2018	101319	\$ 44,800	\$ 11,200	\$ 56,000	\$ 5,445,290	81
45	El Dorado County Transit Authority	ELD	3	Small Urban	Software	OE				\$ 48,000	\$ 12,000	\$ 60,000	\$ 5,505,290	80
46	San Luis Obispo Council of Governments/SLO Regional Rideshare	SLO	5	Small Urban	Mobility Management	MM				\$ 300,000	\$ 75,000	\$ 375,000	\$ 5,880,290	80
47	Nevada-Sierra Connecting Point Public Authority	NEV	3	Small Urban	Mobility Management	MM				\$ 300,000	\$ 75,000	\$ 375,000	\$ 6,255,290	80
48	Cambria Community Council	SLO	5	Rural	Small Bus	R	50991	2013	114117	\$ 67,200	\$ 16,800	\$ 84,000	\$ 6,339,290	80
49	Outreach & Escort Inc.	SCL	4	Small Urban	Mobility Management	MM				\$ 160,000	\$ 40,000	\$ 200,000	\$ 6,539,290	78
50	Common Ground Senior Services	CAL	10	Rural	Minivan	R	13749	2016	109768	\$ 44,800	\$ 11,200	\$ 56,000	\$ 6,595,290	79
51	Common Ground Senior Services	CAL	10	Rural	Minivan	R	13752	2016	133410	\$ 44,800	\$ 11,200	\$ 56,000	\$ 6,651,290	79
52	Regents of the University of California, Santa Cruz	SCZ	5	Small Urban	Minivan	R	96117	2010	53968	\$ 44,800	\$ 11,200	\$ 56,000	\$ 6,707,290	79
53	Regents of the University of California, Santa Cruz	SCZ	5	Small Urban	Minivan	R	96620	2010	49609	\$ 44,800	\$ 11,200	\$ 56,000	\$ 6,763,290	79
54	Regents of the University of California, Santa Cruz	SCZ	5	Small Urban	Minivan	R	96619	2010	38346	\$ 44,800	\$ 11,200	\$ 56,000	\$ 6,819,290	79
55	Humboldt Transit Authority	HUM	1	Small Urban	Small Bus	R	08592	2015	132223	\$ 67,200	\$ 16,800	\$ 84,000	\$ 6,903,290	77
56	Humboldt Transit Authority	HUM	1	Small Urban	Small Bus	R	08593	2015	143556	\$ 67,200	\$ 16,800	\$ 84,000	\$ 6,987,290	77
57	Humboldt Transit Authority	HUM	1	Small Urban	Small Bus	R	19276	2012	190600	\$ 67,200	\$ 16,800	\$ 84,000	\$ 7,071,290	77
58	Humboldt Transit Authority	HUM	1	Small Urban	Small Bus	R	21688	2012	195982	\$ 67,200	\$ 16,800	\$ 84,000	\$ 7,155,290	77
59	North Valley Services	TEH	2	Rural	Small Bus	R	44755	2005	256224	\$ 67,200	\$ 16,800	\$ 84,000	\$ 7,239,290	77
60	North Valley Services	TEH	2	Rural	Small Bus	R	94011	2003	340080	\$ 67,200	\$ 16,800	\$ 84,000	\$ 7,323,290	77
61	North Valley Services	TEH	2	Rural	Large Bus	R	31027	2013	280541	\$ 74,400	\$ 18,600	\$ 93,000	\$ 7,416,290	77
62	Work Training Center	BUT	3	Small Urban	Minivan	SE				\$ 44,800	\$ 11,200	\$ 56,000	\$ 7,472,290	77
63	Work Training Center	BUT	3	Small Urban	Minivan	SE				\$ 44,800	\$ 11,200	\$ 56,000	\$ 7,528,290	77
64	Work Training Center	BUT	3	Small Urban	Minivan	SE				\$ 44,800	\$ 11,200	\$ 56,000	\$ 7,584,290	77
65	Work Training Center	BUT	3	Small Urban	Minivan	SE				\$ 44,800	\$ 11,200	\$ 56,000	\$ 7,640,290	77
66	Work Training Center	BUT	3	Small Urban	Standard Van A	SE				\$ 48,000	\$ 12,000	\$ 60,000	\$ 7,700,290	77
67	Work Training Center	BUT	3	Small Urban	Standard Van A	SE				\$ 44,800	\$ 11,200	\$ 60,000	\$ 7,760,290	77
68	Humboldt Senior Resource Center	HUM	1	Small Urban	Small Bus	R	13310	2011	122151	\$ 67,200	\$ 16,800	\$ 84,000	\$ 7,844,290	77
69	Humboldt Senior Resource Center	HUM	1	Small Urban	Small Bus	R	16912	2011	137122	\$ 67,200	\$ 16,800	\$ 84,000	\$ 7,928,290	77
70	Redwood Coast Seniors, Inc.	MEN	1	Rural	Small Bus	R	20795	2015	81429	\$ 67,200	\$ 16,800	\$ 84,000	\$ 8,012,290	77
71	Devereux Advanced Behavioral Health California	SBAR	5	Small Urban	Minivan	R	01169	2008	173857	\$ 44,800	\$ 11,200	\$ 56,000	\$ 8,068,290	77
72	Devereux Advanced Behavioral Health California	SBAR	5	Small Urban	Minivan	OE	03703	2012	155687	\$ 44,800	\$ 11,200	\$ 56,000	\$ 8,124,290	77

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## Attachment B - FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 2021 Program of Projects

June 2, 2022

## Small Urbanized and Rural Areas Prioritized List (score priority order)

#	AGENCY	County	Caltrans District	Small Urban or Rural	Project	Type (1)	Vin	Year	Miles	FTA 5310 Share	Local Match (covered by FTA COVID Relief)	Project Total	Cumulative (Federal \$)	Score
73	Devereux Advanced Behavioral Health California	SBAR	5	Small Urban	Minivan	SE	52146	2012	126420	\$ 44,800	\$ 11,200	\$ 56,000	\$ 8,180,290	77
74	Devereux Advanced Behavioral Health California	SBAR	5	Small Urban	Minivan	R	60594	2012	107844	\$ 44,800	\$ 11,200	\$ 56,000	\$ 8,236,290	77
75	Devereux Advanced Behavioral Health California	SBAR	5	Small Urban	Minivan	R	68938	2011	113703	\$ 44,800	\$ 11,200	\$ 56,000	\$ 8,292,290	77
76	Lighthouse for the Blind and Visually Impaired	DEL	1	Rural	Mobility Management	MM				\$ 90,945	\$ 22,736	\$ 113,681	\$ 8,405,971	76
77	Redwood Coast Transit Authority	DEL	1	Rural	Equipment	OE				\$ 28,116	\$ 7,029	\$ 35,145	\$ 8,441,116	76
78	Napa Valley Transportation Authority	NAPA	4	Small Urban	Medium Bus	R	61206	2007	169037	\$ 72,000	\$ 18,000	\$ 90,000	\$ 8,531,116	76
79	Napa Valley Transportation Authority	NAPA	4	Small Urban	Medium Bus	R	61209	2007	185235	\$ 72,000	\$ 18,000	\$ 90,000	\$ 8,621,116	76
80	Napa Valley Transportation Authority	NAPA	4	Small Urban	Medium Bus	R	22640	2011	183131	\$ 72,000	\$ 18,000	\$ 90,000	\$ 8,711,116	76
81	Napa Valley Transportation Authority	NAPA	4	Small Urban	Medium Bus	R	22641	2011	209215	\$ 72,000	\$ 18,000	\$ 90,000	\$ 8,801,116	76
<b>100% LINE</b>														
<b>Contingency List if Additional Funding Becomes Available</b>														
1	Valley Resource Center	RIV	8	Small Urban	Standard Van B	SE				\$ 51,360	\$ 12,840	\$ 64,200	\$ 64,200	75
2	Valley Resource Center	RIV	8	Small Urban	Standard Van B	SE				\$ 51,360	\$ 12,840	\$ 64,200	\$ 128,400	75
3	Valley Resource Center	RIV	8	Small Urban	Standard Van B	SE				\$ 51,360	\$ 12,840	\$ 64,200	\$ 192,600	75
4	Valley Resource Center	RIV	8	Small Urban	Standard Van B	SE				\$ 51,360	\$ 12,840	\$ 64,200	\$ 256,800	75
5	Desert Area Resources and Training	KER	6	Rural	Minivan	R	63794	2008	158575	\$ 44,800	\$ 11,200	\$ 56,000	\$ 312,800	75
6	Desert Area Resources and Training	KER	6	Rural	Minivan	R	70022	2011	202114	\$ 44,800	\$ 11,200	\$ 56,000	\$ 368,800	75
8	Redwood Coast Seniors, Inc.	MEN	1	Rural	Radios (3)	OE				\$ 4,782	\$ 1,196	\$ 5,978	\$ 374,778	73
9	Mountain Area Regional Transit Authority	SBO	8	Rural	Standard Van B	SE				\$ 51,200	\$ 12,800	\$ 64,000	\$ 438,778	73
10	Mountain Area Regional Transit Authority	SBO	8	Rural	Standard Van B	SE				\$ 51,200	\$ 12,800	\$ 64,000	\$ 502,778	73
11	Amador Transit	AMA	10	Rural	Minivan	SE				\$ 44,800	\$ 11,200	\$ 56,000	\$ 558,778	72
12	ARC Imperial Valley	IMP	11	Small Urban	Larger Bus	R	19440	2013	208764	\$ 92,000	\$ 23,000	\$ 115,000	\$ 673,778	70
13	Desert Area Resources and Training	KER	6	Rural	Minivan	R	72424	2016	169285	\$ 44,800	\$ 11,200	\$ 56,000	\$ 729,778	70
14	Mental Health Client Action Network (MHCAN)	SCZ	5	Small Urban	Small Bus	R	59198	2007	404691	\$ 67,200	\$ 16,800	\$ 84,000	\$ 813,778	67
15	ARC Imperial Valley	IMP	11	Small Urban	Larger Bus	R	51978	2014	225151	\$ 92,000	\$ 23,000	\$ 115,000	\$ 928,778	65
16	Humboldt Medi-Trans	HUM	1	Small Urban	Computers (2)	OE				\$ 31,702	\$ 7,926	\$ 39,628	\$ 968,406	64
17	Humboldt Medi-Trans	HUM	1	Small Urban	Cameras (3)	OE						\$ 1,500	\$ 969,906	64
18	City of Fairfield	SOL	4	Small Urban	Medium Bus	R	54207	2011	254129	\$ 72,000	\$ 18,000	\$ 90,000	\$ 1,059,906	51
19	City of Fairfield	SOL	4	Small Urban	Medium Bus	R	54208	2011	211809	\$ 72,000	\$ 18,000	\$ 90,000	\$ 1,149,906	51
20	City of Fairfield	SOL	4	Small Urban	Medium Bus	R	54321	2011	232091	\$ 72,000	\$ 18,000	\$ 90,000	\$ 1,239,906	51
21	City of Fairfield	SOL	4	Small Urban	Medium Bus	R	23712	2014	153151	\$ 72,000	\$ 18,000	\$ 90,000	\$ 1,329,906	51
22	City of Fairfield	SOL	4	Small Urban	Medium Bus	R	23713	2014	172293	\$ 72,000	\$ 18,000	\$ 90,000	\$ 1,419,906	51

(1) R = Replacement Vehicle  
 SE = Service Expansion Vehicle  
 OE = Operating Equipment  
 O = Operating Assistance

MM = Mobility Management

Attachment B - FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 2021 Program of Projects  
Small Urbanized and Rural Areas Prioritized List (score priority order)

June 2, 2022

#	AGENCY	County	Caltrans District	Small Urban or Rural	Project	Type (1)	Vin	Year	Miles	FTA 5310 Share	Local Match (covered by FTA COVID Relief)	Project Total	Cumulative (Federal \$)	Score
<b>EXPANDED PROJECTS</b>														
1	Reach Out Morongo Basin	SBO	8	Rural	Operating Assistance	O				\$ 150,000	\$ 150,000	\$ 300,000	\$ 300,000	100
2	Area 1 Agency on Aging	HUM	1	Rural	Operating Assistance	O				\$ 88,943	\$ 88,943	\$ 177,885	\$ 477,885	98
3	Tuolumne County Transit Agency	TUL	10	Rural	Operating Assistance	O				\$ 132,363	\$ 132,363	\$ 264,726	\$ 742,611	96
4	Lake Transit Authority	LAK	1	Small Urban	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 1,117,611	95
5	Lake Links Inc.	LAK	1	Rural	Operating Assistance	O				\$ 49,753	\$ 49,753	\$ 99,505	\$ 1,217,116	93
6	Coastal Seniors, Inc.	MEN	1	Rural	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 1,592,116	92
7	Marin County Transit District	MAR	4	Rural	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 1,967,116	90
8	Common Ground Senior Services	CAL	10	Rural	Operating Assistance	O				\$ 131,500	\$ 131,500	\$ 263,000	\$ 2,230,116	90
9	Community Partners In Caring	SBEN	5	Small Urban	Operating Assistance	O				\$ 178,180	\$ 178,180	\$ 356,359	\$ 2,586,475	90
10	Faith in Action	SOL	4	Small Urban	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 2,961,475	88
11	Consolidated Tribal Health Project, Inc.	MEN	1	Rural	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 3,336,475	88
12	Tehama County Transit Agency	TEH	2	Rural	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 3,711,475	87
13	The Arc of Amador and Calaveras	AMA	10	Small Urban	Operating Assistance	O				\$ 159,500	\$ 159,500	\$ 319,000	\$ 4,030,475	86
14	Town of Truckee	NEV	3	Rural	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 4,405,475	85
15	ARC Imperial Valley	IMP	11	Small Urban	Operating Assistance	O				\$ 85,276	\$ 85,276	\$ 170,551	\$ 4,576,026	85
16	Community Bridges/Lifeline	SCZ	5	Small Urban	Operating Assistance	O				\$ 120,000	\$ 120,000	\$ 240,000	\$ 4,816,026	85
17	NCI Affiliates	SLO	5	Small Urban	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 5,191,026	85
18	Outreach & Escort Inc.	SCL	4	Small Urban	Operating Assistance	O				\$ 62,500	\$ 62,500	\$ 125,000	\$ 5,316,026	83
19	Dignity Health Connected Living	SHA	2	Small Urban	Operating Assistance	O				\$ 87,500	\$ 87,500	\$ 175,000	\$ 5,491,026	80
20	Morongo Basin Transit Authority	SBO	8	Rural	Operating Assistance	O				\$ 114,526	\$ 114,526	\$ 229,051	\$ 5,720,077	80
21	Wilshire Community Services	SLO	5	Small Urban	Operating Assistance	O				\$ 187,500	\$ 187,500	\$ 375,000	\$ 6,095,077	80
22	City of Rio Vista	SOL	4	Rural	Operating Assistance	O				\$ 150,000	\$ 150,000	\$ 300,000	\$ 6,395,077	78
<b>100% LINE</b>														
<b>Contingency List if Additional Funding Becomes Available</b>														
1	Kings County Area Public Transit Agency	KING	6	Rural	Operating Assistance	O				\$ 25,657	\$ 25,657	\$ 51,314	\$ 51,314	73
2	Humboldt Medi-Trans	HUM	1	Small Urban	Mobility Management	MM				\$ 240,000	\$ 60,000	\$300,000	\$ 351,314	72
3	Mountain Area Regional Transit Authority	SBO	8	Rural	Operating Assistance	O				\$ 135,800	\$ 135,800	\$271,600	\$ 622,914	53

(1) R = Replacement Vehicle  
SE = Service Expansion Vehicle  
OE = Operating Equipment  
O = Operating Assistance

MM = Mobility Management

#	Agency	Caltrans District	Large UZA Region	PA/NP (1)	Project Description Vehicles/Equipment (2)	Q	FTA Match	FTA 5310 Share	Total Project \$	Score
1	Choice in Aging	4	Antioch	NP	One R Small Bus	1	\$ 16,800	\$ 67,200	\$ 84,000	73
2	Contra Costa ARC	4	Antioch	NP	One R Standard Van A	1	\$ 12,000	\$ 48,000	\$ 60,000	74
3	Eastern Contra Costa Transit Agency	4	Antioch	PA	Operating Assistance		\$ 40,199	\$ 40,199	\$ 80,397	78
4	Mobility Matters	4	Antioch	NP	Operating Assistance		\$ 62,500	\$ 62,500	\$ 125,000	85
5	Mobility Matters	4	Antioch	NP	Mobility Management		\$ 27,684	\$ 110,737	\$ 138,421	85
6	ARC of Bakersfield	6	Bakersfield	NP	Three (R) Standard Vans A	3	\$ 36,000	\$ 144,000	\$ 180,000	91
7	Delano Association for the Developmentally Disabled, Inc.	6	Bakersfield	NP	Two (R) Larger Buses	2	\$ 46,000	\$ 184,000	\$ 230,000	72
8	New Advances for People with Disabilities	6	Bakersfield	NP	Three (R) Standard Vans B	3	\$ 38,520	\$ 154,080	\$ 192,600	68
9	Valley Achievement Center	6	Bakersfield	NP	One (SE) Medium Bus	1	\$ 18,000	\$ 72,000	\$ 90,000	75
10	Valley Achievement Center	6	Bakersfield	NP	One (SE) Standard Van A	1	\$ 12,000	\$ 48,000	\$ 60,000	73
11	City of Lafayette: Lamorinda Spirit Van	4	Concord	PA	Operating Assistance		\$ 124,660	\$ 124,660	\$ 249,320	94
12	City of Lafayette: Lamorinda Spirit Van	4	Concord	PA	One R Minivan	1	\$ 11,200	\$ 44,800	\$ 56,000	72
13	Contra Costa ARC	4	Concord	NP	One R Small Bus	1	\$ 16,800	\$ 67,200	\$ 84,000	74
14	Contra Costa ARC	4	Concord	NP	Two Standard Vans A	2	\$ 24,000	\$ 96,000	\$ 120,000	74
15	Lighthouse for the Blind and Visually Impaired	4	Concord	NP	Mobility Management		\$ 42,401	\$ 169,603	\$ 212,004	89
16	Mobility Matters	4	Concord	NP	Mobility Management		\$ 38,663	\$ 154,654	\$ 193,317	85
17	Mobility Matters	4	Concord	NP	Operating Assistance		\$ 85,000	\$ 85,000	\$ 170,000	86
18	Angel View, Inc.	8	Indio Cathedral	NP	One SE Medium Bus	1	\$ 18,000	\$ 72,000	\$ 90,000	84
19	Angel View, Inc.	8	Indio Cathedral	NP	Operating Assistance		\$ 100,000	\$ 100,000	\$ 200,000	90
20	Desert ARC	8	Indio Cathedral	NP	Four R Large Buses	4	\$ 74,400	\$ 297,600	\$ 372,000	85
21	Desert Access and Mobility Inc.	8	Indio Cathedral	NP	Operating Assistance		\$ 30,683	\$ 30,683	\$ 61,366	75
22	Independent Living Partnership	8	Indio Cathedral	NP	Operating Assistance		\$ 69,650	\$ 69,650	\$ 139,300	91
23	Catholic Charities of the Diocese of Stockton	10	Modesto	NP	Operating Assistance		\$ 130,254	\$ 130,254	\$ 260,508	80
24	MOVE Stanislaus Transportation	10	Modesto	NP	Mobility Management		\$ 58,800	\$ 235,199	\$ 293,999	100
25	MOVE Stanislaus Transportation	10	Modesto	NP	One SE Standard Van B	1	\$ 12,840	\$ 51,360	\$ 64,200	100
26	Care-A-Van Transit Systems, Inc.	8	Murrieta-Temecula	NP	Mobility Management		\$ 150,886	\$ 150,886	\$ 301,772	90
27	Care-A-Van Transit Systems, Inc.	8	Murrieta-Temecula	NP	One SE Standard Van A	1	\$ 12,000	\$ 48,000	\$ 60,000	84
28	Care-A-Van Transit Systems, Inc.	8	Murrieta-Temecula	NP	One R Minivan	1	\$ 11,200	\$ 44,800	\$ 56,000	77
29	Care-A-Van Transit Systems, Inc.	8	Murrieta-Temecula	NP	One SE Minivan	1	\$ 11,200	\$ 44,800	\$ 56,000	77
30	Riverside Transit Authority	8	Murrieta-Temecula	PA	Mobility Management		\$ 35,747	\$ 142,990	\$ 178,737	89
31	Valley Resource Center	8	Murrieta-Temecula	NP	One SE Standard Van B	1	\$ 12,840	\$ 51,360	\$ 64,200	75
32	CityWay Community Development Corporation	8	Riverside-San Bernardino	NP	Operating Assistance		\$ 144,915	\$ 144,915	\$ 289,830.00	79
33	Friends of Moreno Valley	8	Riverside-San Bernardino	NP	One R Medium Bus	1	\$ 18,000	\$ 72,000	\$ 90,000.00	73
34	Independent Living Partnership	8	Riverside-San Bernardino	NP	Operating Assistance		\$ 241,967	\$ 241,967	\$ 483,933.00	91
35	Omnitrans	8	Riverside-San Bernardino	PA	Mobility Management		\$ 62,682	\$ 250,727	\$ 313,409.00	64
36	OPARC	8	Riverside-San Bernardino	NP	Three R Small Buses	3	\$ 50,400	\$ 201,600	\$ 252,000	82
37	OPARC	8	Riverside-San Bernardino	NP	Two R Standard Vans B	2	\$ 25,680	\$ 102,720	\$ 128,400	82
38	OPARC	8	Riverside-San Bernardino	NP	Two R Standard Vans A	2	\$ 24,000	\$ 96,000	\$ 120,000	82
39	Peppermint Ridge	8	Riverside-San Bernardino	NP	Operating Assistance		\$ 92,384	\$ 92,384	\$ 184,767	64
40	Riverside Transit Agency	8	Riverside-San Bernardino	PA	Mobility Management		\$ 101,693	\$ 406,770	\$ 508,463	89
41	Valley Resource Center	8	Riverside-San Bernardino	NP	Five SE Standard Vans B	5	\$ 64,200	\$ 256,800	\$ 321,000	77

(1) PA = Public Agency NP = Non-Profit

(2) R = Replacement SE = Service Expansion



#	Agency	Caltrans District	Large UZA Region	PA/NP (1)	Project Description Vehicles/Equipment (2)	Q	FTA Match	FTA 5310 Share	Total Project \$	Score
42	Asian Community Center of Sacramento Valley, Inc.	3	Sacramento	NP	Computers/Monitors (7)	7	\$ 1,559	\$ 6,236	\$ 7,795	90
43	Asian Community Center of Sacramento Valley, Inc.	3	Sacramento	NP	Operating Assistance		\$ 476,521	\$ 476,521	\$ 953,041	80
44	Dignity Community Care	3	Sacramento	NP	2 SE Small Buses	2	\$ 33,600	\$ 134,400	\$ 168,000	70
45	El Dorado County Transit Authority	3	Sacramento	PA	Scheduling Software		\$ 24,000	\$ 96,000	\$ 120,000	80
46	Nevada-Sierra Connecting Point Public Authority	3	Sacramento	PA	Mobility Management		\$ 111,202	\$ 444,808	\$ 556,010	76
47	Paratransit, Inc.	3	Sacramento	NP	Mobility Management		\$ 60,000	\$ 240,000	\$ 300,000	74
48	Shores of Hope	3	Sacramento	NP	Operating Assistance		\$ 156,479	\$ 156,479	\$ 312,958	84
49	United Cerebral Palsy Association of Greater Sacramento, Inc.	3	Sacramento	NP	Five R Large Buses	5	\$ 93,000	\$ 372,000	\$ 465,000	89
50	United Cerebral Palsy Association of Greater Sacramento, Inc.	3	Sacramento	NP	One R Small Bus	1	\$ 16,800	\$ 67,200	\$ 84,000	89
51	United Cerebral Palsy Association of Greater Sacramento, Inc.	3	Sacramento	NP	Video Monitoring System	1	\$ 7,989	\$ 31,955	\$ 39,944	89
52	Casa Allegra Community Services	4	San Francisco-Oakland	NP	One R Minivan	1	\$ 11,200	\$ 44,800	\$ 56,000	83
53	Center for Elders' Independence	4	San Francisco-Oakland	NP	Four R Medium Buses	4	\$ 72,000	\$ 288,000	\$ 360,000	81
54	Eden I&R	4	San Francisco-Oakland	NP	Operating Assistance		\$ 112,500	\$ 112,500	\$ 225,000	91
55	Family Bridges	4	San Francisco-Oakland	NP	One R Standard Van A	1	\$ 12,000	\$ 48,000	\$ 60,000	84
56	Family Bridges	4	San Francisco-Oakland	NP	One R Standard Van B	1	\$ 12,840	\$ 51,360	\$ 64,200	84
57	Family Bridges	4	San Francisco-Oakland	NP	One R Minivan	1	\$ 11,200	\$ 44,800	\$ 56,000	84
58	Friends of Children with Special Needs	4	San Francisco-Oakland	NP	One SE Standard Van A	1	\$ 12,000	\$ 48,000	\$ 60,000	83
59	Friends of Children with Special Needs	4	San Francisco-Oakland	NP	Operating Assistance		\$ 137,500	\$ 137,500	\$ 275,000	95
60	Institute on Aging	4	San Francisco-Oakland	NP	Operating Assistance		\$ 50,194	\$ 50,194	\$ 100,387	89
61	Life Elder Care	4	San Francisco-Oakland	NP	Operating Assistance		\$ 145,000	\$ 145,000	\$ 290,000	96
62	Life Steps Foundation	4	San Francisco-Oakland	NP	One R Small Bus	1	\$ 16,800	\$ 67,200	\$ 84,000	93
63	Life Steps Foundation	4	San Francisco-Oakland	NP	Three R Standard Vans B	3	\$ 38,520	\$ 154,080	\$ 192,600	93
64	Lighthouse for the Blind and Visually Impaired	4	San Francisco-Oakland	NP	Mapping Software	1	\$ 19,290	\$ 77,159	\$ 96,449	90
65	Lighthouse for the Blind and Visually Impaired	4	San Francisco-Oakland	NP	Mobility Management		\$ 54,329	\$ 217,318	\$ 271,647	90
66	Marin County Transit District	4	San Francisco-Oakland	PA	Mobility Management		\$ 35,500	\$ 142,000	\$ 177,500	90
67	Marin County Transit District	4	San Francisco-Oakland	PA	Operating Assistance		\$ 56,250	\$ 56,250	\$ 112,500	90
68	On Lok Senior Health Services	4	San Francisco-Oakland	NP	Nine R Small Buses	9	\$ 151,200	\$ 604,800	\$ 756,000	83
69	On Lok Senior Health Services	4	San Francisco-Oakland	NP	Three R Standard Vans B	3	\$ 38,520	\$ 154,080	\$ 192,600	83
70	Peninsula Family Service	4	San Francisco-Oakland	NP	Operating Assistance		\$ 37,000	\$ 37,000	\$ 74,000	84
71	Peninsula Jewish Community Center	4	San Francisco-Oakland	NP	Operating Assistance		\$ 87,500	\$ 87,500	\$ 175,000	90
72	San Francisco Municipal Transportation Authority	4	San Francisco-Oakland	PA	Mobility Management		\$ 24,800	\$ 99,200	\$ 124,000	84
73	Satellite Affordable Housing Associates (SAHA)	4	San Francisco-Oakland	NP	Operating Assistance		\$ 55,174	\$ 55,174	\$ 110,348	97
74	The Center for Independent Living	4	San Francisco-Oakland	NP	Mobility Management		\$ 58,132	\$ 232,527	\$ 290,659	93

#	Agency	Caltrans District	Large UZA Region	PA/NP (1)	Project Description Vehicles/Equipment (2)	Q	FTA Match	FTA 5310 Share	Total Project \$	Score
75	Vivalon, Inc.	4	San Francisco-Oakland	NP	Operating Assistance		\$ 137,500	\$ 137,500	\$ 275,000	95
76	Vivalon, Inc.	4	San Francisco-Oakland	NP	13 R Standard Vans A	13	\$ 156,000	\$ 624,000	\$ 780,000	82
77	Vivalon, Inc.	4	San Francisco-Oakland	NP	Radios (65)	65	\$ 11,162	\$ 44,647	\$ 55,809	82
78	Vivalon, Inc.	4	San Francisco-Oakland	NP	Tablets (5)	5	\$ 981	\$ 3,926	\$ 4,907	82
79	Vivalon, Inc.	4	San Francisco-Oakland	NP	Cameras (16)	16	\$ 4,228	\$ 16,911	\$ 21,139	82
80	Avenidas	4	San Jose	NP	2 SE Minivans	2	\$ 22,400	\$ 89,600	\$ 112,000	68
81	Avenidas	4	San Jose	NP	Wheelchair Restraints		\$ 122	\$ 488	\$ 610	68
82	Avenidas	4	San Jose	NP	Operating Assistance		\$ 157,416	\$ 157,416	\$ 314,831	90
83	Friends of Children with Special Needs	4	San Jose	NP	Two SE Standard Vans A	2	\$ 24,000	\$ 96,000	\$ 120,000	75
84	Friends of Children with Special Needs	4	San Jose	NP	Laptops (2)	2	\$ 419	\$ 1,674	\$ 2,093	68
85	Friends of Children with Special Needs	4	San Jose	NP	Cameras (4)	4	\$ 106	\$ 423	\$ 529	68
86	Friends of Children with Special Needs	4	San Jose	NP	Software (8)	8	\$ 1,929	\$ 7,716	\$ 9,646	68
87	Friends of Children with Special Needs	4	San Jose	NP	Operating Assistance		\$ 169,916	\$ 169,916	\$ 339,832	95
88	Lighthouse for the Blind and Visually Impaired	4	San Jose	NP	Mapping Software	1	\$ 10,000	\$ 40,000	\$ 50,000	90
89	On Lok	4	San Jose	NP	One R Small Bus	1	\$ 16,800	\$ 67,200	\$ 84,000	83
90	Outreach and Escort	4	San Jose	NP	Mobility Management		\$ 196,335	\$ 785,342	\$ 981,677	78
91	West Valley Community Services	4	San Jose	NP	Operating Assistance		\$ 167,416	\$ 167,416	\$ 334,832	94

#	Agency	Caltrans District	Large UZA Region	PA/NP (1)	Project Description Vehicles/Equipment (2)	Q	FTA Match	FTA 5310 Share	Total Project \$	Score
92	Catholic Charities of Santa Rosa	4	Santa Rosa	NP	Operating Assistance		\$ 88,009	\$ 88,009	\$ 176,017	96
93	City of Santa Rosa	4	Santa Rosa	PA	Three R Medium Buses	3	\$ 42,415	\$ 169,662	\$ 212,077	84
94	LifeLong Medical Care	4	Santa Rosa	PA	Two SE Large Buses	2	\$ 37,200	\$ 148,800	\$ 186,000	91
95	Catholic Charities of the Dioecies of Stockton	10	Stockton	NP	Mobility Management		\$ 73,280	\$ 293,122	\$ 366,402	80
96	Lodi Memorial Hospital Adult Day Services	10	Stockton	NP	Operating Assistance		\$ 133,237	\$ 133,237	\$ 266,474	100
97	Foothill AIDS Project	8	Victorville-Hesperia	NP	Operating Assistance		\$ 40,000	\$ 40,000	\$ 80,000	70
98	Victor Valley Community Services Council	8	Victorville-Hesperia	NP	Mobility Management		\$ 25,870	\$ 103,482	\$ 129,352	96
99	Victor Valley Transit Authority	8	Victorville-Hesperia	PA	Three R Large Buses (CNG)	3	\$ 57,572	\$ 230,286	\$ 287,858	86
100	City of Visalia	6	Visalia	PA	Mobility Management		\$ 12,581	\$ 50,326	\$ 62,907	81
101	City of Visalia	6	Visalia	PA	Mobility Management		\$ 35,342	\$ 141,367	\$ 176,709	81
102	Porterville Shelter Workshop	6	Visalia	NP	One R Larger Buse	1	\$ 23,000	\$ 92,000	\$ 115,000	85

# **AGENDA ITEM 6K**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Eric DeHate, Transit Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Fiscal Year 2022/23 State of Good Repair Program Allocations

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve Resolution No. 22-016, *“Resolution of the Riverside County Transportation Commission Approving the FY 2022/23 Project List for the California State of Good Repair Program”*;
- 2) Approve an allocation of \$4,376,624 related to Fiscal Year (FY) 2022/23 State of Good Repair (SGR) program funds to eligible Riverside County transit operators;
- 3) Authorize the Executive Director, or designee, to review, approve and submit projects to Caltrans which are consistent with SGR program guidelines and to execute and submit required documents for the SGR program, including the Authorized Agent Form; and
- 4) Authorize the Executive Director, or designee, to approve administrative amendments to the FY 2022/23 Short Range Transit Plans (SRTPs) for incorporation of the SGR funds, as necessary.

**BACKGROUND INFORMATION:**

The SGR program was established through Senate Bill (SB) 1 in April 2017 and is funded from a portion of the new Transportation Improvement Fee on vehicle registrations. SGR provides approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects. Funds are apportioned similar to the State Transit Assistance program formula, utilizing two categories for funding: population and transit operator revenues. Apportionments by population are discretionary and fall under Public Utilities Code (PUC) 99313, and apportionments based on transit operator revenues are non-discretionary and fall under PUC 99314. Apportionments for both PUC 99313 and 99314 are determined by the State Controller’s Office (SCO).

The total estimated amount of SGR funds available to Riverside County for FY 2022/23 is \$4,376,624. Of this amount, \$3,760,695 is apportioned by population under PUC 99313, and will be sub-allocated by the Commission. PUC 99314 provides \$615,929 directly to the transit operators as determined by the SCO.

As the Regional Transportation Planning Agency for Riverside County, the Commission has the following responsibilities:

- Receive and allocate SGR funds to transit operators based on local needs (PUC 99313) and based on formula amounts published by the SCO (PUC 99314);
- Via board resolution, approve the annual list of SGR projects submitted by the public transit operators and ensure funds are expended on SGR-eligible activities;
- Complete an updated authorized agent form; and
- Comply with all relevant federal and state laws, regulations, and policies for funding.

In order to receive funding for FY 2022/23, by September 1, the Commission is required to submit to Caltrans a resolution, which confirms the Commission is an eligible project sponsor and may receive, distribute, concur and approve the list of projects, which are to be funded under the SGR program. Revised SGR funding amounts were released on August 1, 2022. Due to the board meeting schedule, Caltrans approved the Commission's request to submit an approved resolution and project list by September 30.


Staff recommends approval of Resolution No. 22-016, which is included as Attachment 1 to the report. Sub-allocations for PUC 99313 are apportioned by the Commission based on need and the amounts allocated to each operator is presented in Attachment 2. Staff expects that transit operators will program these funds in their FY 2023/24 SRTP, but they may request an amendment to the current SRTP if needed.

It is important to note that the funding allocation is an estimate provided by the SCO. Actual funds received are based on the Transportation Improvement Fee collected on vehicle registrations. Most funding sources the Commission oversees have a fund balance, which provides stability in changes to economic conditions and allows projects and programs to move forward even during economic uncertainty. Caltrans requires all SGR funds to be programmed and operators are encouraged to use these funds as expeditiously as possible. While Caltrans prefers this type of programming, it can leave little to no fund balance, which can affect project estimates.

Staff included the January 2022 estimates provided by the SCO for SGR funding allocations concurrently with the annual SRTP allocation process approved by the Commission in June. Staff did not include the resolution during that process anticipating a revised estimate in August from the SCO and subsequent board authorization. The August 2022 estimate provided by the SCO, shows a decrease of .05 percent or \$2,213 below the January 2022 estimate that is included in the budget for FY 2022/23. Any decreases in funding allocations will be within the approved amount the Commission authorizes and can be amended administratively. Any increases in funding allocations to the transit operators beyond this amount will be brought back to the Commission for approval during the mid-year staff report.

**FISCAL IMPACT:**

Funds are distributed to the Commission quarterly from the SCO with the final payment expected in September 2023. The current estimated funds from the revised August estimate are included in the FY 2022/23 budget.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2022/23	Amount:	\$ 4,376,624
Source of Funds:	SB1 State of Good Repair			Budget Adjustment:	No
GL/Project Accounting No.:	00222X 401 4230X 0000 242 62 4230X (SGR revenues by various geographic area/project numbers)				
Fiscal Procedures Approved:				Date:	08/08/2022

**Attachments:**

- 1) Resolution No. 22-016
- 2) SGR FY 2022/23 Allocations by Operator

*Approved by the Budget and Implementation Committee on August 22, 2022*

In Favor: 8 Abstain: 0 No: 0





**RESOLUTION NO. 22-016**  
**RESOLUTION OF THE**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**APPROVING THE FY 2022/23 PROJECT LIST**  
**FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act 2017, established the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

**WHEREAS**, the Riverside County Transportation Commission is an eligible project sponsor and may receive and distribute State Transit Assistance – SGR funds to eligible project sponsors (local agencies) for eligible transit capital projects;

**WHEREAS**, the Riverside County Transportation Commission distributes SGR funds to eligible project sponsors (local agencies) under its regional jurisdiction; and

**WHEREAS**, the Riverside County Transportation Commission concurs with and approves the attached project list for the SGR Program funds; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverside County Transportation Commission hereby approves the SB 1 SGR Project List for FY 2022/23; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Riverside County Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Director or designee is hereby authorized to submit a request for Scheduled Allocation of the SB 1 SGR funds and to execute the related grant applications, forms and agreements, including the Authorized Agent Form.

APPROVED AND ADOPTED this 14<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
V. Manuel Perez, Chair  
Riverside County Transportation Commission

ATTEST:

\_\_\_\_\_  
Lisa Mobley, Clerk of the Board  
Riverside County Transportation Commission



## FY 2022/23 State of Good Repair (SGR) Funding Allocation

State Controller's Office

Transmittal Letter of August 1, 2022 (Revised Estimate)


**RCTC**

	Western Riverside		Coachella Valley		Palo Verde Valley	Total
	Bus	Rail	Bus	Rail		
PUC 99313 Discretionary	2,155,777	769,000	777,785	0	58,133	<b>3,760,695</b>

City of Banning	47,787
City of Beaumont	56,616
City of Corona	145,469
City of Riverside	44,757
Riverside Transit Agency	1,861,148

PUC 99314 Non-Discretionary	210,062	281,785	122,215	0	1,867	<b>615,929</b>
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City of Banning	2,213
City of Beaumont	3,384
City of Corona	4,531
City of Riverside	5,243
Riverside Transit Agency	194,691

Total FY 22/23 SGR Funding	2,365,839	1,050,785	900,000	0	60,000	<b>4,376,624</b>
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Rev. 8/5/22

FY 22/23 SGR PROPOSED PROJECT LISTING					
Agency	PUC 99313	PUC 99314	Total SGR Allocation	Project Number	Proposed Project Description
City of Banning	47,787	2,213	<b>\$50,000</b>	24-TBD	Capitalized Preventative Maintenance
City of Beaumont	56,616	3,384	<b>\$60,000</b>	24-TBD	Bus Stop Improvements and Amenities
City of Corona	145,469	4,531	<b>\$150,000</b>	24-TBD	Bus Stop Improvements and Amenities
City of Riverside	44,757	5,243	<b>\$50,000</b>	24-TBD	Capitalized Preventative Maintenance
Palo Verde Valley Transit Agency	58,133	1,867	<b>\$60,000</b>	24-TBD	Maintenance Infrastructure: SGR Equipment and Facility Upgrades.
RCTC	769,000	281,785	<b>\$1,050,785</b>	24-TBD	Rail Stations - Capital Rehabilitation
Riverside Transit Agency	1,861,148	194,691	<b>\$2,055,839</b>	24-TBD	Facility, Maintenance, Safety and Revenue/Support Vehicle Replacements, Enhancements and Upgrades
SunLine Transit Agency	777,785	122,215	<b>\$900,000</b>	24-TBD	Fuel Cell Electric Bus (1)
Grand Totals	<b>3,760,695</b>	<b>615,929</b>	<b>\$4,376,624</b>		



# **AGENDA ITEM 6L**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Monica Morales, Senior Management Analyst Lorelle Moe-Luna, Multimodal Services Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Agreement for Transit Funding Handbook

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Award Agreement No. 22-62-089-00 to AMMA Transit Planning to develop the Transit Funding Handbook for a one-year term, in the amount of \$189,985, plus a contingency amount of \$9,500, for a total amount not to exceed \$199,485;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

**BACKGROUND INFORMATION:**

The Commission is responsible for approving all federal, state, and local formula funding to the public transit operators in the County through the annual Short Range Transit Plan (SRTP) process. The Commission is also responsible for providing financial oversight as the regional transportation planning agency through implementation of policies and procedures regarding performance monitoring, financial auditing, and reporting of the transit operators as required by the Transportation Development Act (TDA).

Public transit operators must submit an updated SRTP annually to be eligible for federal, state, and local funds. The SRTP is a budgeting and planning document that includes a three to five-year planning horizon. The SRTP describes each transit operator's current transit network, how that network is performing, future changes to that network, and a financially constrained plan on how to pay for future operating and capital needs. An approved SRTP by the Commission is required for a transit operator to receive its annual allocation of federal, state, and local funds. The Commission also awards funds every three years to eligible social service agencies and nonprofit agencies for discretionary programs such as the Measure A Specialized Transit Program.



Currently, transit policies and procedures are found in various staff reports and outdated documents such as the RCTC Transit and Specialized Transit Desk Procedures, Measure A Specialized Transit Program Guidelines, and other various legacy guidance documents. These guides are typically separated from each other and not consolidated into a formalized document.

### **DISCUSSION:**

Commission staff would like to improve its resources for transit operators by creating a user-friendly “how to” reference guide and policy manual for the transit-related formula and discretionary funds under the Commission's purview such as:

- Federal Transit Administration Section 5307, 5337 5339, 5311 and 5311(f) Programs
- TDA Local Transportation Funds
- TDA State Transit Assistance
- Senate Bill 1 State of Good Repair
- State Low Carbon Transit Operations Program
- Measure A Specialized Transit

Commission staff seeks to develop a multi-volume Transit Funding Handbook to include policies and procedures on the distribution and allocation of funds to transit operators within the County. The scope of the project consists of three key documents:

1. Transit Funding Policies Manual;
2. Transit Funding Procedures Manual; and
3. Transit Operator Funding Guide

The overall goal of this project is to identify, update and combine all Commission approved transit and specialized transit policies and procedures into a living manual; as well as create an operator funding guide that will detail the roles and responsibilities of both RCTC and transit agencies.

### **Procurement Process**

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for a Transit Funding Handbook as set forth under the terms of Request for Proposals (RFP) No. 22-62-089-00.

RFP No. 22-62-089-00 for the Transit Funding Handbook was released by staff on May 26, 2022. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 795 firms, 1 of which is in Riverside County. Through the PlanetBids site, 20 firms downloaded the RFP, 1 of which is in Riverside County. Staff responded to all questions submitted by potential proposers by June 16, 2022. Four firms – AMMA Transit Planning (Riverside), Capital Partnership, Inc. (San Francisco),

Michael Baker International, Inc. (San Diego), and Zilo International Group, LLC. (Centennial, CO) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on June 30, 2022. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission, San Bernardino County Transportation Authority, and Riverside Transit Agency staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited two firms to the interview phase of the evaluation and selection process. Interviews of the shortlisted firms – AMMA Transit Planning, and Michael Baker International were conducted on July 19, 2022.

As a result of the completion of the evaluation process, the evaluation committee recommends contract award to AMMA Transit Planning to develop the Transit Funding Handbook for a 12-month base period, as this firm earned the highest total evaluation score. A summary of the proposed costs submitted with the written proposals and the total evaluation score rankings following the final evaluation are summarized below:

Firm	Price	Overall Ranking
<b>AMMA Transit Planning</b>	\$189,984	<b>1</b>
<b>Michael Baker International</b>	\$194,047	<b>2</b>
<b>Capital Partnership, Inc.</b>	\$176,600	<b>3</b>
<b>Zilo International Group</b>	\$185,310	<b>4</b>


Accordingly, staff recommends the award of Agreement No. 22-62-089-00 for the Transit Funding Handbook for a 12-month base period to AMMA Transit Planning in the amount of \$189,985, plus a contingency amount of \$9,500, for a total amount not to exceed \$199,485 (Attachment 1). The Commission's standard form professional services agreement will be entered into with AMMA Transit Planning subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff also recommends authorization for the Chair or Executive Director to finalize and execute the agreement and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for Transit Funding Handbook.

### **Next Steps**

Upon completion of the Transit Funding Handbook, Commission staff may return to the Commission with a presentation of any necessary policy changes that the Commission would need to consider and adopt.

**FISCAL IMPACT:**

Anticipated project costs for FY 2022/23 are included in the budget and remaining costs will be included in the FY 2023/24 budget. Funding for this project is comprised of Local Transportation Funds.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2022/23 FY 2023/24	Amount:	\$195,000 \$ 4,485
Source of Funds:	Local Transportation Funds			Budget Adjustment:	No N/A
GL/Project Accounting No.:		106 62 65520			
Fiscal Procedures Approved:				Date:	08/12/2022

Attachment: Draft Agreement No. 22-62-089-00 with AMMA Transit Planning

*Approved by the Budget and Implementation Committee on August 22, 2022*

In Favor: 8 Abstain: 0 No: 0

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR [\_\_\_ DESCRIPTION OF SERVICES \_\_\_] SERVICES  
WITH AMMA TRANSIT PLANNING**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **AMMA TRANSIT PLANNING** ("Consultant"), a **CORPORAT**.

**2. RECITALS.**

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing professional services of a written user handbook services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the Transit Funding Handbook Project ("Project") as set forth herein.

**3. TERMS.**

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to 12 month base period, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: \_\_\_\_\_.

3.7 Commission's Representative. Commission hereby designates **[\_\_INSERT NAME OR TITLE\_\_]**, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Dennis Brooks, Vice President**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.



(C) Workers' Compensation and Employers Liability

Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

**3.12.5 Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**3.12.6 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

**3.12.7 Verification of Coverage.** Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The overhead rates included in the attached Exhibit "C" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **One hundred eighty-nine thousand, nine hundred eighty-four and twenty six cents (\$189,984.26)** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission 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.

### 3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONSULTANT:**

AMMA Transit Planning  
19069 Van Buren Blvd.  
Ste. 114-378  
Riverside, CA 92508  
Attn: Dennis Brooks, Vice President

**COMMISSION:**

Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

**3.18.3 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission'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 or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is



caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR [\_\_\_\_DESCRIPTION OF SERVICES\_\_\_\_] SERVICES  
WITH AMMA TRANSIT PLANNING**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**AMMA TRANSIT PLANNING**

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT RCTC SIGNATOR]

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

*Approved as to Form:*

*Attest:*

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **Statement of Services**

##### **Riverside County Transportation Commission Transit Funding Handbook**

#### **INTRODUCTION AND BACKGROUND**

The Riverside County Transportation Commission (hereinafter referred to as "Commission" or "RCTC") was created pursuant to California state law in 1976 to oversee the funding and coordinating of all public transportation services within Riverside County (County) and is designated as the Regional Transportation Planning Agency (RTPA) and County Transportation Commission (CTC). The Commission's governing body consists of all five members of the County Board of Supervisors; one elected official from each County's 28 cities; and one non-voting member appointed by the Governor of California.

The Commission is responsible for setting policies, establishing priorities, and coordinating activities among the County's various transit operators and other agencies. The Commission also programs and/or reviews the allocation of federal, state, and local funds for highway, transit, rail, non-motorized travel (bicycle and pedestrian), and other transportation activities. The Commission is legally responsible for allocating Transportation Development Act (TDA) funds, the major source of funds for transit in the County. TDA provides two sources of funding: Local Transportation Fund (LTF), derived from a one quarter of one-cent sales tax, and State Transit Assistance (STA), derived from the statewide sales tax on diesel fuel. In addition to TDA, transit operators are also able to receive Low Carbon Transit Operations Program (LCTOP) funding from the Cap-and-Trade Program, and State of Good Repair (SGR) Program funding from the Road Repair and Accountability Act of 2017. Both programs are allocated according to the Public Utilities Code (PUC) governing the State Transit Assistance funds.

The Commission serves as the tax authority and implementing agency for the voter approved Measure A Transportation Improvement Program. The County's electorate renewed Measure A in 2002 to impose a one-half of one cent sales tax to fund specific transportation programs that commenced in July 2009 and is in effect through June 2039.

The Commission oversees and allocates Federal Transit Administration (FTA) funds to public transit operators and works cooperatively with the Southern California Associated Governments (SCAG) and the California Department of Transportation (Caltrans). SCAG is the designated recipient of formula FTA Sections 5307, 5337, and 5339 funds in large, urbanized areas (UZA) within its jurisdiction and Caltrans is the designated recipient for FTA Section's 5307, 5311, and 5339 for small and rural UZAs. Through a Memorandum of Understanding, the Commission is responsible for awarding formula FTA funds to transit operators within the county through the annual Short-Range Transit Plan (SRTP) process and programs funds into the Federal Transportation Improvement Program (FTIP).

The Commission administers the western Riverside County vanpool program known as VanClub, owns and operates all nine (9) commuter rail stations in the county, and is a member agency of the Southern California Regional Rail Authority, known as Metrolink.

The Commission's Multimodal Services Department is responsible for approving all federal and state formula funding to the public transit operators in the County through the annual SRTP process. The Department is also responsible for providing financial oversight as the RTPA through implementation of policies and procedures regarding performance monitoring, financial auditing, and reporting of the transit operators as required by TDA.

Transit operators must submit an updated SRTP annually to be eligible for federal, state, and local funds. The SRTP is a budgeting and planning document that includes a three to five-year planning horizon. The SRTP describes each transit operator's current transit network, how that network is performing, future changes to that network, and a financially constrained plan on how to pay for future operating and capital needs. An approved SRTP by the Commission is required for a transit operator to receive its annual allocation of federal, state, and local funds.

## PURPOSE AND NEED

Currently, transit policies and procedures are found in various staff reports and outdated documents such as the RCTC Transit and Specialized Transit Desk Procedures, Measure A Specialized Transit Program Guidelines, and other various legacy guidance documents. These guides are typically separated from each other and not consolidated into a formalized document. Many of the transit operators rely on RCTC staff for information to complete required documents for funding. A user-friendly "how to" guide and policy manual is needed to document procedures and policies in a centralized location and serve as a reference guide.

RCTC seeks to create a multi-volume Transit Funding Handbook to include policies and procedures on the distribution and allocation of funds to transit operators within the County. The multi-volume handbook shall consist of three key documents:

1. Transit Funding Policies Manual;
2. Transit Funding Procedures Manual; and
3. Transit Operator Funding Guide

The objectives of this project are to:

1. Identify, update, and combine all Commission-approved transit and specialized transit policies into one single document;
2. Identify, update, and combine all existing transit funding and allocation-related desk procedures and/or develop procedures into one document working with internal staff;
3. Develop relevant narrative explanation and evaluate efforts for streamlining processes and procedures internally;
4. Develop a comprehensive user guide for transit operators;
5. Facilitate meaningful discussions and seek feedback from transit operators in the development of the user guide for transit operators;
6. Evaluate current processes and procedures and provide recommendations to improve effectiveness and efficiency;
7. Prepare the final multi-volume Transit Funding Handbook including any revised policy recommendations and updated processes and procedures; and
8. Provide training and technical sessions for staff and transit operators as necessary.

## SUMMARY OF PROJECT TASKS

### Task 1: Project Administration

The selected Consultant shall perform general contract project management activities throughout

the term of the contract. This includes general project administration, monthly invoicing and reporting, and coordination with RCTC staff.

Successful completion of this project requires advanced knowledge of federal and state (California) public transportation funding laws and regulations. RCTC staff estimates that completion of this project may take six (6) to twelve (12) months, depending on the Consultant's proposed work plan, approach, and level of expertise. The Consultant shall initiate a kick-off meeting, provide an overview of its work plan, and project timeline and schedule.

Deliverables
<ul style="list-style-type: none"> <li>• Kick-off meeting</li> <li>• Agenda and meeting minutes</li> <li>• Project timeline and schedule</li> <li>• Monthly invoices</li> </ul>

## Task 2: Develop Transit Funding Policies Manual

The selected Consultant shall review and survey the existing policies including any relevant sources that may informally be considered to be policies. The current Commission approved transit policies are listed in the table below:

Table 1: Commission Approved Transit Policies

No.	Policy Name	Approval Date
1	Justification Requirements for Capital Projects	February 13, 2002
2	Outline of Legal Description Between RCTC and Transit Operators	February 13, 2002
3	Short Range Transit Plan Guidelines, Amendments, and Contents	February 13, 2002
4	Short Range Transit Plan Service Change Evaluation and Approval Procedure	February 13, 2002
5	Measure A Ordinance Expenditure Plan	May 08, 2002
6	Quarterly Milestone Reports	October 13, 2004
7	Funding Disbursement Policy	January 12, 2005
8	Protocol to Review Substantive Transit Policy Agenda Items	May 11, 2005
9	Augmentation to the Farebox Recovery Policy	March 12, 2008
10	Allocation of Transit Development Act Funds for Bus and Commuter Rail	June 11, 2008
11	STA Set Aside for Coachella Valley Rail	October 9, 2013
12	Productivity Improvement Program Revision	June 23, 2014
13	Policy Update for STA Uses	June 9, 2021

Using best practices from other RTPAs throughout the state, the Consultant shall review and evaluate existing policies and identify new policies that are needed and/or policies that may be revised to improve the overall administration of the Transit Program; however, it is not expected that the Consultant provide in-depth policy analyses for the purposes of this project.

Consultant shall propose a meeting schedule or workshops with RCTC staff for discussions on any fact-finding concerns, recommended approach, and identification of any policy changes. The



Consultant shall provide a draft Transit Funding Policies Manual that is organized in a user-friendly format and provide to staff for review with a final version to be submitted incorporating all comments.

Deliverables
<ul style="list-style-type: none"> <li>• Scheduled meeting(s) and/or workshop(s)</li> <li>• Agenda and meeting minutes</li> <li>• Memorandum identifying new policies and/or recommended policy revisions</li> <li>• Draft and Final Transit Funding Policies Manual</li> </ul>

#### Task 3: Develop Transit Funding Procedures Manual

The selected Consultant shall identify, review, and update existing procedures and combine them into one document to be utilized for internal purposes. This shall include but is not limited to:

- SRTP funding approvals and allocation process for:
  - Measure A
  - LTF
  - STA
  - SGR
  - LCTOP
  - Federal Sections 5307, 5337, 5339, 5311
- LTF/STA/SGR Claims, Invoicing, and Monthly Reconciliation
- LTF/STA/SGR Annual Audit Reconciliation
- Capital Projects Monitoring
- CSTAC Membership
- CSTAC Agenda Development Procedures, including Annual Transit Needs Hearing
- Measure A Specialized Transit Claims, Invoicing, and Reconciliation
- Measure A Western Bus and Coachella Bus Claims, Invoicing, and Reconciliation
- FTA Section 5310 Call for Projects Procedures
- TDA Triennial Performance Review Procedures
- Federal Funding Reconciliation Review

Using best practices from other RTPAs throughout the state, the Consultant shall provide recommendations as applicable to improve the overall administration of transit funding. The Consultant shall provide a draft Transit Funding Procedures Manual for staff to review, and a final version shall be submitted incorporating all comments.

Deliverables
<ul style="list-style-type: none"> <li>• Scheduled meeting(s)</li> <li>• Agenda and meeting minutes</li> <li>• Draft and Final Transit Funding Procedures Manual</li> </ul>

#### Task 4: Develop Transit Operator Funding Guide

The selected Consultant shall develop a user guide for transit operators throughout the county. It should include, but is not limited to, the following:

- Roles and responsibilities of RCTC, transit operators, and other key stakeholders such as the California Department of Transportation, the Southern California Association of Governments, and Federal Transit Administration;
- Goals, objectives, and funding overview of different fund types (i.e., federal, state, and local) and programs, requirements, and reporting by geographical area (i.e., Western Riverside County, Coachella Valley, and Palo Verde Valley);
- Clear and easy to follow instructions for new transit agency staff to coordinate and submit needed information to RCTC;
- Specific section on TDA requirements, including checklists, forms, and audit procedures; and
- Frequently asked questions section and help desk information for TransTrack, the Commission's transit funding database.

Using best practices from other RTPAs throughout the state, the Consultant shall develop the guide and include forms, checklists, and procedures. The Consultant shall propose an engagement plan that includes meetings and/or workshops with transit operators to seek feedback on the overall administration of transit funding and the draft Transit Operator Funding Guide. The Consultant shall provide a draft Transit Operator Funding Guide to RCTC staff and transit operators for review and a final version shall be submitted incorporating all comments.

Deliverables
<ul style="list-style-type: none"> <li>• Scheduled meeting(s)</li> <li>• Agenda and Minutes</li> <li>• Transit Operator Engagement Plan</li> <li>• Draft and Final RCTC Transit Operator Funding Guide</li> </ul>

#### Task 5: Board Review/Approval (Optional)

Consultant shall provide support to RCTC staff in presenting potential recommended policy changes to the Commission as needed.

Deliverable
<ul style="list-style-type: none"> <li>• Attendance at Commission meeting(s)</li> </ul>

#### Task 6: Additional Training Workshops for RCTC Staff and Transit Operators (Optional)

Consultant shall provide up to four (4) one-day training workshops to RCTC staff and/or transit operators as needed. Depending on the Consultant's findings and review of the existing policies and procedures, and in consultation with RCTC staff, the Consultant may recommend workshops during the draft development phase of the Transit Funding Guide, upon completion, or both as needed.

Deliverables for Workshops
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- Up to four (4) scheduled Training Workshops
- Agenda and PowerPoint Slides and Presentation

#### Task 7: Grant Administration Reporting Procedures (Optional)

The Rail Division within the Multimodal Services Department provides oversight and administration of rail capital and station operations and maintenance grants. Staff oversees state and federal grant reporting including providing status updates on a quarterly, semiannual, and annual basis. Grant reporting requires coordination with internal and external partners including Finance, Capital, and Planning and Programming Departments, as well as the Finance Department at Metrolink.

The selected Consultant shall update and develop Grant Administration Reporting Procedures for both state and federal grants. The Consultant shall review and evaluate existing reporting documents and procedures and make recommendations for procedural changes. Award Management and Reporting Procedures currently exist for federal grants. No procedures exist for state grants. The procedures document is intended for internal use and shall include the following:

- FTA Quarterly Federal Financial Reports and Milestone Progress Report
- TrAMS grant submittal
- Prop 1B (PTIMSEA) Semi-Annual Report
- LCTOP Annual Report

Consultant shall propose a meeting schedule or workshops with RCTC staff for discussions on any fact-finding concerns, recommended approach, and identification of any policy changes.

#### Deliverables

- Scheduled meeting(s)
- Agenda and meeting minutes
- Draft and Final Grant Administration Reporting Procedures

## SCHEDULE OF SERVICES

[illegible]

March				April				May				June				June					August				
6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28
	I		PM		I		PM		I		PM			I		PM		I		PM			I		PM
R	F																								
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[\_\_INSERT\_\_]

**EXHIBIT "C"**

**COMPENSATION**

**COMPENSATION SUMMARY**

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<b>FISCAL YEAR</b>	<b>PROJECT</b>	<b>COST</b>
2022-2023	Transit Funding Handbook	\$ 189,984.26
<b>TOTAL COSTS</b>		<b>\$ 189,984.26</b>

# **AGENDA ITEM 6M**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Western Riverside County Programs and Projects Committee Brian Cunanan, Commuter & Motorist Assistance Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Agreements for Freeway Service Patrol Tow Truck Service

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF  
RECOMMENDATION:**

This item is for the Commission to:

- 1) Award Agreement No. 22-45-085-00 to Royal Coaches Auto Body and Towing, LLC for Freeway Service Patrol (FSP) tow truck services on Interstate 215, Beat Nos. 18 and 19, for a five-year term, in the amount of \$3,197,457, plus a contingency amount of \$159,873, for a total amount not to exceed \$3,357,330;
- 2) Award Agreement No. 22-45-102-00 to Royal Coaches Auto Body and Towing, LLC for Freeway Service Patrol (FSP) tow truck services on State Route 91 and I-15 Express Lanes for a five-year term, in the amount of \$7,267,918, plus a contingency amount of \$363,396, for a total amount not to exceed \$7,631,314;
- 3) Approve Agreement No. 17-45-061-05, Amendment No. 5 to Agreement No. 17-45-061-00 with Pepe's Towing (Pepe's) for continued FSP services on Beat 18 & 19 for an additional six months through March 31, 2023 and to increase the hourly rate from \$67.75 to \$84.15. No additional funding is necessary, as the current contract amount is sufficient to cover the increased rate;
- 4) Approve Agreement No. 16-45-103-05, Amendment No. 5 to Agreement No. 16-45-103-00 with Steve's Towing (Steve's) for continued FSP services on the Commission's Express Lanes (Beats 91T and 15T) for an additional two months through March 31, 2023 and to increase the hourly rate from \$70.00 to \$84.00 for an additional amount of \$8,250 and a total amount not to exceed \$2,224,347;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 6) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

**BACKGROUND INFORMATION:**

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) after the enactment of SB 1199 in 1985. The purpose of the formation of



SAFEs in California was to provide call box services and, with excess funds, provide additional motorist aid services. Funding for RC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Riverside County. Initially, these funds were used only for the call box program. As additional motorist aid services were developed, SAFE funds were also used to provide FSP and traveler information services as part of a comprehensive motorist aid system in Riverside County.

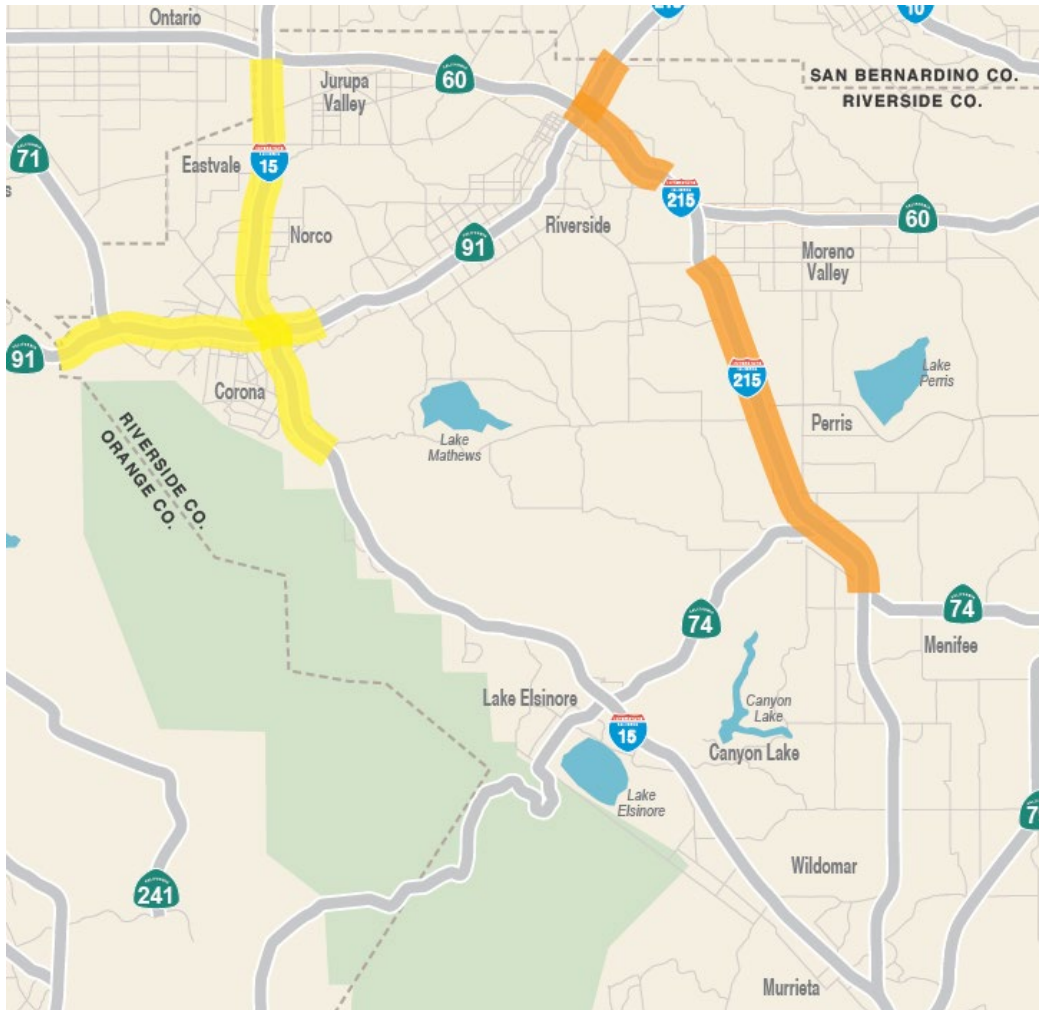
In 1990, Proposition C was passed to fund transportation improvements and to help reduce traffic congestion in California. From this, the FSP program was created by Caltrans, which developed the corresponding Local Funding Allocation Plan to distribute funds to participating jurisdictions. In addition to funding received from Caltrans, agencies are required to contribute a 25 percent local match. For the Commission, SAFE revenues are used to meet this match requirement.

The Commission, acting in its capacity as the RC SAFE, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol (CHP), managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways. Contracts to provide FSP tow service are competitively bid as needed for each service area. Currently, the Commission contracts with three tow truck operators to provide service on a total of twelve beats Monday through Friday during the peak commute hours, 5:30 a.m. to 8:30 a.m. and 2:30 p.m. (12:30 p.m. on Fridays) to 6:30 p.m. In addition, select beats also have mid-day and weekend service. The Commission contracts with one tow truck operator for Express Lane FSP services on the SR-91 and I-15 facilities; a seven-day a week operation. In Fiscal Year 2021/22, FSP performed nearly 55,000 general purpose lane assists and nearly 1,700 Express Lane assists.

#### **DISCUSSION:**

In March 2022, an RFP for two contract service areas, Interstate 215 (Beats 18 & 19) and Express Lanes FSP (SR-91 & I-15), was released; however, only one bid was received for each service area at significantly high rates relative to current market rates. In the interest of the Commission, staff cancelled the procurement and subsequently performed enhanced outreach ahead of the re-release of the RFP in an effort to garner more competition and more competitive bids. In June 2022, staff re-released the RFP for the Beat 18/19 and Express Lane contract service areas.

Staff sought a competitive solution to award tow contracts to qualified firms to cover FSP service areas comprised of two beats on I-215 and the SR-91 and I-15 Express Lanes.



Contract FSP Service Area	Description of Service Area	Number of Tow Trucks
Beat 18 & 19 (in orange above)	<ul style="list-style-type: none"> <li>Beat 18: I-215 from Riverside County line to Central Ave.</li> <li>Beat 19: I-215 from Alessandro to SR-74/W 4th St.</li> </ul>	3 primary (+1 backup truck)
Express Lanes (in yellow above)	<ul style="list-style-type: none"> <li>Express Lanes on SR-91 from Orange County line to McKinley Street, I-15 Connectors to Ontario Avenue or Sixth Street</li> <li>Express Lanes on Interstate I-15 from San Bernadino County line to Cajalco Road, Connectors to 91 Express Lanes</li> </ul>	3 primary (+1 backup truck)

## **Procurement Process**

Outreach was conducted prior to the release of the RFP. Flyers offering one-on-one information sessions with RCTC and CHP were distributed to over 150 tow operators by mail and email. Six tow operators requested information sessions, while staff answered questions from several operators via email or phone. RFP No. 22-45-085-00 was released on June 17, 2022. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 49 firms, 23 of which are located in Riverside County. Through the PlanetBids site, 12 firms downloaded the RFP; 2 of these firms are located in Riverside County. A pre-proposal conference was held on June 23, 2022. Staff responded to all questions submitted by potential proposers prior to the July 5, 2022, clarification deadline date. Two firms – Royal Coaches Auto Body and Towing (Baldwin Park) and Pepe's Towing Service Inc. (Colton) – submitted responsive proposals for the Beats 18 & 19 contract service area prior to the 2:00 p.m. submittal deadline on July 21, 2022. Three firms – Royal Coaches Auto Body and Towing (Baldwin Park), Pepe's Towing Service Inc. (Colton) and Pomona Valley Towing (Pomona) – submitted responsive proposals for the Express Lanes contract service area prior to the 2:00 p.m. submittal deadline on July 21, 2022. Utilizing the evaluation criteria set forth in the RFP, the proposals were evaluated and scored by an evaluation committee comprised of the CHP Inland Division, San Bernardino County Transportation Authority, and Commission staff.

The evaluation criteria included qualifications of the firm, staffing/project organization, work plan, and price. Non-price factors accounted for 70 percent of the total score and price (i.e. tow rates proposed) accounted for the remaining 30 percent of the score.

In response to the recent volatility of diesel fuel prices and to mitigate future fuel rate uncertainty, a new dynamic tow rate will be used that adjusts with the diesel fuel price. This dynamic tow rate helps alleviate risks on the operator when fuel rates increase and also adjusts downwards to more favorable rates for the Commission when fuel prices are lower. As such, the RFP included a price proposal template asking bidders to submit rates that correspond to ranges of average diesel fuel prices, as shown below:

<b>Price Proposal Table:</b>	
<b>Rate Level #</b>	<b>Average Diesel Fuel Cost Per Gallon (per EIA)</b>
1	\$0.01 - \$2.99
2	\$3.00 - \$3.99
3	\$4.00 - \$4.99
4	\$5.00 - \$5.99
5	\$6.00 - \$6.99
6	\$7.00 - \$7.99
7	\$8.00 - \$8.99
8	\$9.00 - \$9.99
9	\$10.00+

The average of the proposed hourly rates, across the nine rate levels, was used to determine the bidders' cost score.

Bidders submitted separate bids for Beat No. 18/19 and the Express Lanes service areas. Bids for each service area were evaluated independently by the evaluation committee. Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited two firms, Royal Coaches Auto Body and Towing and Pepe's Towing, to the interview phase of the evaluation and selection process for the Beat 18/19 service area contract. Based on the evaluation committee's assessment, of the proposals submitted for the Express Lanes service area contract, only Royal Coaches was shortlisted and interviewed. Virtual interviews were conducted on August 8, 2022.

Accordingly, the evaluation committee provided final scoring based on a comprehensive evaluation of each written proposal and interview. Based on the evaluation committee's assessment, the evaluation committee recommends contract award to Royal Coaches Auto Body and Towing for the two available service areas, as this firm submitted responsive and responsible proposals and earned the highest total evaluation scores. The contract awards are as follows:

- a) Interstate-215, Beat Nos. 18 and 19 service area for a five-year term, in the amount of \$3,197,457, plus a contingency amount of \$159,873, for a total amount not to exceed \$3,357,330, as this firm earned the highest total evaluation score; and
- b) Express Lanes FSP service area for a five-year term, in the amount of \$7,267,918, plus a contingency amount of \$363,396 for a total amount not to exceed \$7,631,314.

The proposed five-year contract rates and evaluation rankings for all firms are presented in the following tables:

<b>Interstate 215 – Beat Nos. 18 and 19</b>		
<b>Firm</b>	<b>Average Tow Rates: Years 1-2/ Year 3-4/ Year 5</b>	<b>Evaluation Ranking</b>
Royal Coaches Auto Body and Towing	\$103.95/ \$109.78/ \$113.55	1
Pepe's Towing	\$119.62/ \$125.29/ \$132.78	2

<b>State Route 91 and Interstate 15 – Express Lanes</b>		
<b>Firm</b>	<b>Average Tow Rates: Years 1-2/ Year 3-4/ Year 5</b>	<b>Evaluation Ranking</b>
Royal Coaches Auto Body and Towing	\$124.64/ \$131.93/ \$135.85	1
Pepe's Towing	\$188.34/ \$204.85/ \$215.42	2
Pomona Valley Towing	\$134.43/ \$147.92/ \$158.27	3

The rates above reflect the average rate across the nine rate levels quoted. The actual hourly tow rate level applied (1 through 9) will be adjusted for each quarter based on the previous quarter's average cost of diesel fuel as reported by the United States Energy Information Administration (EIA), California No 2 Diesel Retail Prices (dollars per gallon).

### **Agreement Extensions for Existing Contractors**

The current FSP contracts for Beat 18/19 with Pepe's and for Express Lanes with Steve's expire on September 30, 2022 and January 31, 2023, respectively. The cancellation of the original RFP and subsequent re-release did net more favorable contract awards; however, the timing for contract transitions has been pushed and further compounded by ongoing supply chain issues. As such, extensions with the current contracts will need to be secured in order to maintain continuous FSP services.

The current contract for Beats 18/19 and the Express Lanes are over four years old. The tow operators who currently hold these contracts are willing to extend the contracts to help avoid interruption of FSP services on these beats, subject to increased hourly rates. Staff is recommending the following contract extensions and adjusted negotiated rates to help bridge the gap between the expiring contracts and the start of the newly awarded contracts.


<b>Operator</b>	<b>Service Area</b>	<b>Agreement No.</b>	<b>Current Expiration</b>	<b>Extension Date</b>	<b>Current Hourly Rate</b>	<b>Extension Hourly Rate</b>
Pepe's Towing	Beat 18/19	17-45-061-00	September 2022	March 2023	\$67.75	\$84.15
Steve's Towing	Express Lanes	16-45-103-00	January 2023	March 2023	\$70.00	\$84.00

The increased rates for the extension of service will supersede the fuel relief approved for this contract.

The Commission's standard form FSP services agreements will be entered into with the consultants subject to any changes approved by the Executive Director and pursuant to legal counsel review. Staff also recommends that the Executive Director, or designee, approve the use of the contingency amount as may be required for these services.

### **FISCAL IMPACT**

Sufficient funding, consisting of Caltrans, SAFE funds and Enterprise Toll revenues (I-15 and SR-91), for towing services is included in the proposed FY 2022/23 budget.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2022/23 FY 2023/24+	Amount:	781,722 \$10,215,172
Source of Funds:	State of California, SAFE funds, Toll Revenues			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002173 81014 00000 0000 201 45 81002 009199 81014 00000 0000 591 31 81002 001599 81014 00000 0000 515 31 81002				
Fiscal Procedures Approved:				Date:	08/11/2022

Attachments:

- 1) Draft FSP Agreement No. 22-45-085-00 with Royal Coaches Auto Body and Towing
- 2) Draft FSP Agreement No. 22-45-102-00 with Royal Coaches Auto Body and Towing
- 3) Draft FSP Amendment No. 17-45-061-05 with Pepe's Towing
- 4) Draft FSP Amendment No. 16-45-103-05 with Steve's Towing

<i>Approved by the Western Riverside County Programs and Projects Committee on August 22, 2022</i>			
In Favor:	9	Abstain:	0
		No:	0



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION, ACTING AS THE RIVERSIDE  
COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES,  
FOR  
FREEWAY SERVICE PATROL FOR BEAT # 18 and 19 WITHIN RIVERSIDE COUNTY  
WITH ROYAL COACHES AUTO BODY AND TOWING**

**1. PARTIES AND DATE.**

1.1 This Agreement is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("COMMISSION") acting as the RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("SAFE") and **ROYAL COACHES AUTO BODY AND TOWING**, a California corporation (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".

1.2 The California Highway Patrol herein referred to as "CHP" and California Department of Transportation, herein referred to as "Caltrans" are hereby expressly designated as third-party beneficiaries of CONTRACTOR's performance under this Agreement.

**2. RECITALS.**

- 2.1 **WHEREAS**, COMMISSION is a California County Transportation Commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code;
- 2.2 **WHEREAS**, COMMISSION is authorized, pursuant to Section 2550 et seq. of the California Streets and Highways Code, to act as SAFE for purposes of providing a motorist aid system, including provision of freeway service patrols;
- 2.3 **WHEREAS**, SAFE requires the services of a CONTRACTOR to provide the freeway service patrol professional services as described in the Scope of Services;
- 2.4 **WHEREAS**, SAFE has determined that CONTRACTOR is best qualified to perform the required services;
- 2.5 **WHEREAS**, the CONTRACTOR is able and willing to perform the required services under the terms and conditions of this Contract;
- 2.6 **WHEREAS**, COMMISSION is the short range transportation planning agency for Riverside County, and programs federal, state, and local funds. COMMISSION has entered into a Memorandum of Understanding with



Caltrans and CHP to fund peak period freeway service patrols on selected freeway segments in Riverside County; and

- 2.7 **WHEREAS**, Section 21718 (a) of the California Vehicle Code specifically authorized CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.

NOW, THEREFORE, for the consideration hereinafter stated, SAFE and CONTRACTOR agree as follows:

### 3. TERMS.

3.1 General Scope of Services. The purpose of the Freeway Service Patrol ("FSP") program is to provide for the rapid removal of disabled vehicles and vehicles involved in minor accidents from the freeway. Contractor promises and agrees to furnish to SAFE all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the FSP services ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations, and the SOP manual (as defined below).

3.1.1. Contract Oversight. Caltrans and CHP will jointly oversee the Services. Both agencies will have responsibility for overseeing Service performance and ensuring that the CONTRACTOR abides by the terms of this Contract. CHP is responsible for dispatch services to incident locations within the CONTRACTOR's patrol limits. The dispatching will be done in accordance with this Contract. A Standard Operating Procedures ("SOP") manual will be given to the CONTRACTOR explaining the types of incidents to which his/her operators may be dispatched.

3.1.2 Beat Descriptions. The FSP will operate on selected freeway segments referred to herein as "beats". Each beat has specific turnaround locations and designated drop locations identified by the CHP. Exhibit "A" shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation, and holidays for the CONTRACTOR's specific beat. SAFE reserves the right to add or delete holidays to the work schedule, provided that SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or deletion. Travel time to and from the beat will be at the expense of the CONTRACTOR.

3.1.3 Change Orders. At any time during the term of this Contract, SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding, at no cost to SAFE. Adjustments may include reduction in the hours

of Services. SAFE may direct such adjustments during the course of this Contract through written change orders, signed by SAFE, setting forth any changes to Exhibit "A". Changes may include a change of the specified beat(s) to other beats that SAFE determines better serve the needs of SAFE, as well as changes to schedules and hours for the beats set forth in Exhibit "A". If warranted, as determined in SAFE's sole discretion, and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat. Such reassignments shall be at no cost to SAFE.

3.1.4. The SOP Manual. To promote a safe work environment and for the maintenance of professionalism, the most current version of the SOP manual shall, at all times, be followed by the CONTRACTOR and its vehicle operators. The SOP manual, as such manual may from time to time be amended, is incorporated into this Contract by reference. CONTRACTOR shall be notified and provided with a copy of any changes to the SOP manual. Drivers found not to be in compliance with FSP procedures, as set forth in the SOP manual or this Contract, may be suspended or terminated from the FSP program and the CONTRACTOR may be fined three (3) times the hourly Contract rate in one (1) minute increments until a replacement vehicle is provided (Driver and Truck must return to beat compliant with all FSP requirements), or fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP Field Supervisors.

3.2 Equipment Requirements. CONTRACTOR shall comply with all equipment requirements outlined in the attached Exhibit "A".

3.3 Commencement of Services. The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from SAFE.

3.4 Term. The term of this Contract shall be for a period of five (5) years, from **April 3, 2023** to **March 31, 2028** unless earlier terminated as provided herein. SAFE shall also have the right to renew this Contract from one month up to a one (1) year term after the initial term by providing notice as provided below. SAFE must provide written notice to CONTRACTOR no less than ninety (90) days prior to the end of the applicable term, indicating its renewal of the Contract. CONTRACTOR shall complete the Services within the term of this Contract, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The rates shall be as follows:

#### SCHEDULE OF HOURLY RATES

Classification	Years 1-2	Year 3-4	Year 5
Regular Rate	\$ 103.95 per hour	\$ 109.78 per hour	\$ 113.55 per hour
CFSP/Extra Rate	\$ 114.39 per hour	\$ 120.68 per hour	\$ 124.90 per hour

3.5 SAFE's Representative. SAFE hereby designates the SAFE Executive Director or his or her designee, to act as its Representative for the performance of this Contract

("SAFE's Representative"). SAFE's Representative shall have the authority to act on behalf of SAFE for all purposes under this Contract. SAFE's Representative shall also review and give approval, as needed, to the details of CONTRACTOR's work as it progresses. CONTRACTOR shall not accept direction or orders from any person other than the SAFE's Representative or his or her designee.

3.6 CONTRACTOR'S Representative. CONTRACTOR hereby designates **WILLIAM SALAZAR, PRESIDENT AND CEO**, to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract. CONTRACTOR shall work closely and cooperate fully with SAFE's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONTRACTOR's Representative shall be available to the SAFE staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by SAFE's Representative.

3.7 Substitution of Key Personnel. CONTRACTOR has represented to SAFE that certain key personnel will perform and coordinate the Services under this Contract. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval by SAFE's Representative. In the event that SAFE's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, SAFE shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Contract are: **JUAN PEREZ, FSP PROGRAM MANAGER.**

3.7.1 Availability of FSP Manager. Except in the case of unpreventable circumstances, the FSP Manager must be available at the CONTRACTOR's office for at least 50% of each Work Day to address time sensitive issues related to this Contract or the Services, including, but not limited to, FSP administrative responsibilities; SAFE, CHP, and Caltrans requests; driver matters; and truck maintenance issues. CONTRACTOR shall, within 24 hours, notify SAFE of each circumstance causing the FSP Manager not to be available as required herein. As used in this section, the term "Work Day" shall mean and refer to any day that FSP service is provided, during those hours of operation for Construction FSP as identified on the attached Exhibit "A-1".

3.8 Review of Work and Deliverables. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be required to be submitted to SAFE's Representative in draft form, and SAFE's Representative may require revisions of such drafts prior to formal submission and approval. In the event that SAFE's Representative, in his or her sole discretion, determines the formally submitted work product to be inadequate, SAFE's Representative may require CONTRACTOR to revise and resubmit the work at no cost to SAFE. Upon determination by SAFE that CONTRACTOR has satisfactorily completed the Services required under this Contract and

within the term set forth in Section 3.4, SAFE shall give CONTRACTOR a written Notice of Final Completion. Upon receipt of such notice, CONTRACTOR shall incur no further costs hereunder, unless otherwise specified in the Notice of Completion. CONTRACTOR may request issuance of a Notice of Final Completion when, in its opinion, it has satisfactorily completed all Services required under the provisions of this Contract.

3.9 Appearance at Hearings. If and when required by SAFE, CONTRACTOR shall render assistance at public hearings or other meetings related to the performance of the Services.

3.10 Standard of Care: Licenses. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Contract. CONTRACTOR shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to SAFE that its employees and subcontractors have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without reimbursement from SAFE, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SAFE for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its subcontractors who is determined by SAFE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to SAFE, shall be promptly removed from performing the Services by the CONTRACTOR and shall not be re-employed to perform any of the Services.

3.11 Opportunity to Cure. SAFE may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during performance of the Services. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by SAFE, and the cost thereof charged to CONTRACTOR.

3.12 Inspection of Work. CONTRACTOR shall allow SAFE's Representative to inspect or review CONTRACTOR's performance of Services in progress at any time. SAFE/Caltrans/CHP also reserves the right to audit all paperwork demonstrating that CONTRACTOR participates in an employee alcohol/drug-testing program and the DMV Pull Notice Program.

3.13 Laws and Regulations. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws

and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SAFE, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold SAFE, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.14 Damage Complaints. Upon receiving a damage complaint from a motorist assisted by the CONTRACTOR, that the CONTRACTOR damaged their vehicle while lending assistance, the CONTRACTOR shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the CONTRACTOR, the CONTRACTOR shall negotiate in good faith to try and resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

3.14.1 Complaint Review Committee. The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, SAFE and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the CONTRACTOR in the amount of the damage claim may be deducted from the CONTRACTOR's monthly invoice.

3.15 Termination.

3.15.1 Notice; Reason. SAFE may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, including, without limitation, the geographical territory covered by this Contract, at any time by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for SAFE's convenience, due to lack of available funding for the Services, or because of CONTRACTOR's failure to perform its duties and obligations under this Contract, including, but not limited to, the failure of CONTRACTOR to timely perform Services pursuant to the Scope of Services described in Section 3, entitled "Terms," as well as Section 7 of the RFP. CONTRACTOR may not terminate this Contract except for cause.

3.15.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, CONTRACTOR shall discontinue all affected Services as directed in the Notice of Termination, and deliver to SAFE all Documents and Data, as defined in this Contract, as may have been prepared or accumulated by CONTRACTOR in performance of the Services, whether completed or in progress.

3.15.3 Effect of Termination For Convenience. If the termination is to be for the convenience of SAFE, SAFE shall compensate CONTRACTOR for Services fully and adequately provided through the effective date of termination as provided in the Notice of Termination. Such payment shall include a pro-rated amount of profit, if applicable, up through such effective date, but no amount shall be paid for anticipated profit on unperformed Services past such effective date. CONTRACTOR shall provide documentation deemed adequate by SAFE's Representative to show the Services actually completed by CONTRACTOR prior to the effective date of termination. This Contract shall terminate on the effective date of the Notice of Termination.

3.15.4 Effect of Termination for Cause. If the termination is for cause, CONTRACTOR shall be compensated for those Services which have been fully and adequately completed and accepted by SAFE as of the effective date of termination as provided in the Notice of Termination. In such case, SAFE may take over the work and prosecute the same to completion by contract or otherwise. Further, CONTRACTOR shall be liable to SAFE for any reasonable additional costs or damages incurred to revise work for which SAFE has compensated CONTRACTOR under this Contract, but which SAFE has determined in its sole discretion needs to be revised, in part or whole. Termination of this Contract for cause may be considered by SAFE in determining whether to enter into future contracts with CONTRACTOR.

3.15.5 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

3.15.6 Procurement of Similar Services. In the event this Contract is terminated, in whole or in part, as provided by this Section, SAFE may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.15.7 Waivers. CONTRACTOR, in executing this Contract, recognizes that the Services may be terminated, in whole or in part, as provided in this Section. CONTRACTOR shall not be entitled to any damages including, but not limited to, any compensation for costs incurred to procure vehicles, meet the terms for providing the Services, or for any other costs or expenses, and shall be deemed to have waived any and all claims for damages, costs or expenses which may otherwise arise from SAFE's termination of this Contract, for convenience or cause, as provided in this Section.

3.15.8 Authorization to Terminate. The Executive Director of SAFE shall have the full authority and discretion to exercise SAFE's rights under this Section 3.15, entitled "Termination".

3.16 Trend Meetings. CONTRACTOR shall attend, or send a designated management-level representative, to all trend meetings (i.e., required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e., FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the CONTRACTOR. If the CONTRACTOR

cannot have a management-level representative at a meeting, CONTRACTOR shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and CONTRACTOR will be notified of such schedule, no later than three (3) working days prior to the meeting.

### 3.17 Fees and Payment.

3.17.1 Amount to be Paid. Subject to the provisions set forth below for Services satisfactorily performed hereunder, SAFE shall pay the CONTRACTOR on a fixed unit rate basis a ceiling price NOT TO EXCEED **THREE MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED THIRTY DOLLARS (\$3,357,330).**

3.17.2 Maximum Payment is the Ceiling Price. SAFE shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Sections 3.15 and 3.17.10. CONTRACTOR agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.

3.17.3 Hourly Rate; Break and Meal Periods. For its performance of the Services, the CONTRACTOR shall be paid for labor expended directly in the performance of the Services at the rates specified below. Payments shall be made monthly in arrears based on Services provided and allowable incurred expenses. The CONTRACTOR shall not be entitled to reimbursements for any expenses unless approved in advance in writing.

#### SCHEDULE OF HOURLY RATES

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Regular Rate	\$ 103.95 per hour	\$ 103.95 per hour	\$ 109.78 per hour	\$ 109.78 per hour	\$ 113.55 per hour
CFSP/Extra Rate	\$ 114.39 per hour	\$ 114.39 per hour	\$ 120.68 per hour	\$ 120.68 per hour	\$ 124.90 per hour

Hourly rates may be adjusted as set forth in Chapter 9, Violations/Penalties, of the FSP Standard Operating Procedures (SOP).

A) CONTRACTOR is responsible for compliance with all California labor laws related to break periods and meal periods including, but not limited to, compliance with Labor Code section 512. CONTRACTOR shall be solely responsible for any additional pay to which its drivers may be entitled for CONTRACTOR's failure to comply with the California labor law requirements.

B) During shifts that require drivers to be provided a 30-minute meal period break pursuant to Labor Code section 512, CONTRACTOR shall either make arrangements for another certified driver to provide Services during those breaks or not be compensated for each 30-minute meal period break during which Services are not provided. In no case shall CONTRACTOR be entitled to bill RCTC for time during which a driver is taking a meal period break.

3.17.4 Payment Coverage. The compensation herein above specified will cover and include all applicable labor surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, overhead, general and administrative expense, and profit.

3.17.5 Cost Principles.

A) CONTRACTOR agrees to comply with 2 CFR, Part 225, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B) CONTRACTOR agrees that 1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual cost items, and 2) CONTRACTOR shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C) Any costs for which CONTRACTOR has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by CONTRACTOR to SAFE. Should CONTRACTOR fail to reimburse moneys due SAFE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, SAFE is authorized to intercept and withhold future payments due CONTRACTOR from SAFE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

3.17.6 Fines. Fines for starting late; leaving early; taking more breaks than authorized; or being ordered out of service by a CHP, SAFE Representative or Caltrans supervisor for Contract infractions shall be deducted from the CONTRACTOR's monthly invoice at five (5) times the hourly rate, plus the loss of revenue for the down time. Fines may be further described in the attached Exhibit "A" or Exhibit "B".

3.17.7 Accounting System. CONTRACTOR and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of CONTRACTOR and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

3.17.8 Invoices. Invoices for CONTRACTOR's Services shall be submitted monthly on forms approved by SAFE. Invoices will be routinely verified by CHP. To ensure prompt payment, most billing disputes may be resolved within ten (10) working days of written notice of dispute. However, at SAFE's discretion, reconciliation of disputed fines that sum to less than 2% of the months' Invoice may be corrected on the next month's Invoice to ensure prompt payment of the major portion of the invoice. Each Invoice shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the CONTRACTOR's



authorized officer. Invoices shall be mailed to SAFE's Contract Administrator at the following address:

Riverside County Service Authority for Freeway Emergencies  
FSP Program  
P.O. Box 12008  
Riverside, CA  
92502-2208  
Attn: Brian Cunanan

3.17.8.1 Monthly Progress Reports. As part of its Invoice, CONTRACTOR shall submit a Monthly Progress Report, in a form determined by SAFE, which will cover the Invoice period and include spreadsheets showing hours expended for each day of the month per vehicle per beat, and the total for the term of the Contract to date. Submission of such Monthly Progress Report by CONTRACTOR shall be a condition precedent to receipt of payment from SAFE for each monthly Invoice submitted.

3.17.8.2 Payment Schedule. Invoice periods shall be based upon a calendar month, beginning with the first day of the month. SAFE shall reimburse CONTRACTOR for Services adequately provided under this Contract within thirty (30) days of receiving the current period invoice with no errors. If the Invoice is completed incorrectly by the CONTRACTOR it will delay payment. If SAFE fails to pay any amount owed to CONTRACTOR under this Contract within thirty (30) days after receipt of the invoice, CONTRACTOR may give SAFE a notice of failure to pay which shall set forth the invoice(s) and amount(s) which CONTRACTOR believes are thirty (30) days overdue. SAFE shall pay any undisputed invoice(s) and amount(s) within thirty (30) days of receipt of a notice of failure to pay.

3.17.9 Right to Audit. For the purpose of determining compliance with this Contract and other matters connected with the performance of CONTRACTOR's contracts with third parties, CONTRACTOR and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to CONTRACTOR. SAFE, the State of California acting through the Department of Transportation or its duly authorized representative, the California State Auditor, or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and CONTRACTOR shall furnish copies thereof if requested.

3.17.10 Taxes. CONTRACTOR shall pay any sales, use, or other taxes, if any, attributable to the provision of the Services.

3.17.11 Travel and Subsistence. Payments to CONTRACTOR for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess

of those authorized DPA rates, then CONTRACTOR is responsible for the cost difference and any overpayments shall be reimbursed to SAFE on demand.

3.17.12 Employment Adverse to the SAFE. CONTRACTOR shall notify SAFE, and shall obtain SAFE's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against SAFE during the term of this Contract.

3.17.13 Extra Work. At any time during the term of this Contract, SAFE may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SAFE to be necessary for proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract and was not included in the Scope of Services. Extra Work, if any, shall be reimbursed at the same hourly rate as identified in Section 3.17.3. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by SAFE's Representative. For instance, Construction FSP services as it relates to construction activity can be considered Extra Work. In the event an Extra Work Order is not issued and signed by SAFE's Representative, CONTRACTOR shall not provide such Extra Work. However, no compensation or reimbursement for Extra Work shall be paid if it is not authorized by SAFE and if the cumulative total of such Extra Work under the Contract exceeds \$25,000. All Extra Work in a cumulative total in excess of \$25,000 must be approved in advance by amendment to this Contract.

3.17.13.1 Extra Work Cancellation Policy. If a tow operator is scheduled for Extra Work and they are notified of a cancellation with **LESS than a 24 hour notice** – then the tow operator will be reimbursed for **three (3) hours** of the agreed upon contract hourly rate. *Note: The minimum of the three (3) hours should cover eight hours of the drivers' hourly wage.* Starting with "Less than a 24 hour cancellation notice" up to the time the tow operator is on the assigned Extra Work Beat, the "three contract hour cancellation rate" remains the same. Once the tow operator is on the Extra Work Beat, the cancellation policy changes.

If a tow operator begins the Extra Work (the truck is on the Beat) and is then notified that Extra Work has been cancelled, the FSP operator will be paid for the entire shift period **up to a maximum of eight (8) hours**. A shift period for this policy is defined as: the time period of the actual Extra Work shift assigned or for a maximum of eight (8) contract hours, whichever is less.

The supervising FSP CHP Officer for the Extra Work shift will make the final determination as to whether or not the tow operator will continue to work the Extra Work shift. Regardless, the tow operator will be reimbursed for the original shift period or a maximum of eight (8) hours, whichever is less.

3.17.14 Most Favored Customer. CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any government agency with whom it has either existing contractual relationship or has no contractual relationship that predates this Contract, pursuant to which CONTRACTOR agrees to charge FSP services fees less than those as indicated in this Contract for substantially the

same level of FSP services contemplated by this Contract. Should SAFE establish that such lower fees have been agreed to by CONTRACTOR with another government agency, CONTRACTOR agrees to renegotiate the fees or to refund SAFE an amount equal to the difference between the fees indicated in this Contract and the fees charged to other government agency customer.

### **3.18 Delay in Performance.**

3.18.1 Excusable Delays. Neither Party shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by an Excusable Delay. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, Contractor's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions of SAFE or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

3.18.2 Written Notice. If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in subsection 3.18.1, CONTRACTOR shall provide written notice to the SAFE within seven (7) working days from the time CONTRACTOR knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of CONTRACTOR to provide such timely notice shall constitute a waiver by CONTRACTOR of any right to an excusable delay in time of performance.

3.18.3 Mutual Contract. Performance of any Services under this Contract may be delayed upon mutual agreement of the Parties. Upon such agreement, CONTRACTOR's Schedule of Services (as defined in their Proposal) shall be extended as necessary by SAFE. CONTRACTOR shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

### **3.19 Status of CONTRACTOR/Subcontractors.**

3.19.1 Independent Contractor. The Services shall be performed by CONTRACTOR or under its supervision. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Contract. SAFE retains CONTRACTOR on an independent contractor basis and not as an employee, agent or representative of the SAFE. CONTRACTOR retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and

as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

3.19.2 Assignment or Transfer. CONTRACTOR shall not assign, hypothecate, or transfer, either directly or by operation of law, this Contract or any interest herein, without the prior written consent of SAFE. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, SAFE may transfer or assign any and all of its rights and obligations under this Contract, including, without limitation the rights to terminate this Contract, as assigned, pursuant to Section 3.15 hereof.

3.19.3 Subcontracting. CONTRACTOR shall not subcontract any portion of the work or Services required by this Contract, except as expressly stated herein, including the Scope of Services, without prior written approval of the SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. SAFE shall have no liability to any subconsultant(s) for payment for services under this Contract or other work performed for CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of services under this Contract shall duly note that the responsibility for payment for the technical services or any other work performed shall be the sole responsibility of CONTRACTOR.

3.20 CONTRACTOR will maintain an inventory of all non-expendable equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with funds provided pursuant to this Contract.

3.21 Ownership of Materials and Confidentiality.

3.21.1 Documents & Data; Licensing of Intellectual Property. All plans, specifications, studies, drawings, estimates, materials, data, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to SAFE at all times during this Contract and shall become the property of SAFE upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this Contract, desire to use any Documents and Data, it shall first obtain the written approval of SAFE. This Contract creates a no-cost, nonexclusive, and perpetual license for SAFE to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Documents and Data which are prepared or caused to be prepared by CONTRACTOR under this Contract ("Intellectual Property"). CONTRACTOR shall require all subcontractors to agree in writing that SAFE is granted a no-cost, nonexclusive, and perpetual license for any Intellectual Property the subcontractor prepares under this Contract. CONTRACTOR

represents and warrants that CONTRACTOR has the legal right to license any and all Intellectual Property prepared or caused to be prepared by CONTRACTOR under this Contract. SAFE shall not be limited in any way in its use of the Intellectual Property at any time, provided that any such use not within the purposes intended by this Contract shall be at SAFE's sole risk.

**3.21.2 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to CONTRACTOR in connection with the performance of this Contract shall be held confidential by CONTRACTOR to the extent permitted by law, including, without limitation, the California Public Records Act, Government Code section 6250 et seq. Such materials shall not, without the prior written consent of SAFE, be used by CONTRACTOR for any purposes other than the performance of the Services as provided herein. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services, except as provided herein. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or becomes known, to the related industry shall be deemed confidential. CONTRACTOR shall not use SAFE's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of SAFE.

**3.22 Indemnification.** CONTRACTOR shall indemnify and hold SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, contractors, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, any acts, omissions, or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Contract, including without limitation, the payment of all consequential damages and other related costs and expenses. CONTRACTOR shall defend, at CONTRACTOR's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, contractors, consultants, employees, and volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, consultants, employees, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CONTRACTOR, SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers.

**3.23 Insurance.**

3.23.1 Time for Compliance. CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to SAFE that it has secured all insurance required under this section, in a form and with insurance companies acceptable to SAFE. In addition, CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.23.2 Minimum Requirements. CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

(i) General Liability:

Per occurrence:	\$2,000,000
Project Specific Aggregate:	\$4,000,000
Products/Completed Operations:	\$1,000,000
Personal Injury Limit:	\$1,000,000

(ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.23.3 On-Hook Insurance & Garage Keepers Liability Coverage.

(A) CONTRACTOR shall maintain a policy of On-Hook Towing Insurance to include the care, custody or control exposure present while vehicles are being serviced roadside, on-hook, or in a storage yard for not less than one hundred thousand dollars (\$100,000).

(B) CONTRACTOR shall maintain a policy of Garage Keepers Liability

Insurance which shall include coverage for vehicles in the care, custody and control of the CONTRACTOR with limits of liability not less than \$500,000 per occurrence for property damage.

3.23.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by SAFE to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from SAFE, COMMISSION, CHP, or Caltrans insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR's scheduled underlying coverage. Any insurance or self-insurance maintained by SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, employees and agents shall be excess of the CONTRACTOR's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against

liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against SAFE, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to SAFE, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SAFE, COMMISSION, CHP, and Caltrans (if agreed to in a written contract or agreement) before SAFE, COMMISSION, CHP or Caltrans own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) CONTRACTOR shall provide SAFE at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the CONTRACTOR shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the CONTRACTOR shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to SAFE at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. CONTRACTOR shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. CONTRACTOR shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not



renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of said insurance by SAFE, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, SAFE has the right but not the duty to obtain the insurance it deems necessary and any premium paid by SAFE will be promptly reimbursed by CONTRACTOR or SAFE will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, SAFE may cancel this Agreement. SAFE may require the CONTRACTOR to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither SAFE, COMMISSION, CHP, Caltrans nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

**3.23.5 Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by SAFE. If SAFE does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of SAFE, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SAFE, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**3.23.6 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to SAFE.

**3.23.7 Verification of Coverage.** CONTRACTOR shall furnish SAFE with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SAFE. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by SAFE before work commences. SAFE reserves the right to require complete, certified copies of all required insurance policies, at any time.

**3.23.8 Subcontractor Insurance Requirements.** CONTRACTOR shall not allow any subcontractors to commence work on any subcontract until they have provided

evidence satisfactory to SAFE that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name SAFE, COMMISSION, CHP and Caltrans as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by CONTRACTOR, SAFE may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

3.23.9 Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind and extent of risk which exists at the time of change in insurance required.

3.23.10 Safety. CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment, and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.24 Prohibited Interests.

3.24.1 Solicitation. CONTRACTOR warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SAFE shall have the right to rescind this Contract without liability.

3.24.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of SAFE, during the term of his or her service with SAFE, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.24.3 Conflict of Employment. Employment by the CONTRACTOR of personnel currently on the payroll of SAFE shall not be permitted in the performance of this Contract, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays, or vacation time. Further, the employment by the CONTRACTOR of personnel who have been on SAFE payroll within one year prior to the date

of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with SAFE, is prohibited.

3.25 Nondiscrimination; Equal Opportunity Employment. CONTRACTOR shall not deny any benefits of this Contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall CONTRACTOR unlawfully discriminate, harass, or allow harassment against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.): The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall include the provisions of this Section in all of CONTRACTOR's subcontracts with respect to work under this Agreement, unless exempted by the Regulations. CONTRACTOR shall also comply with all relevant provisions of SAFE's Minority Business Enterprise program, Affirmative Action Plan, or other related SAFE programs or guidelines currently in effect or hereinafter enacted.

3.26 Right to Employ Other CONTRACTORS. SAFE reserves the right to employ other CONTRACTORS in connection with the Services.

3.27 Governing Law. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by and construed with the laws of the State of California.

3.28 Venue. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in Riverside County, California. The Parties agree that the venue for any action or claim brought by any Party will be the Central District of Riverside County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Central District of Riverside County.

3.29 Time of Essence. Time is of the essence for each and every provision of this Contract.

3.30 Headings. Article and section headings, paragraph captions, or marginal headings contained in this Contract are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.31 Notices. All notices hereunder and communications regarding interpretation of the terms of this Contract or changes thereto shall be given to the respective Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
**Royal Coaches Auto**  
**Body and Towing**  
**14827 Ramona Blvd**  
**Baldwin Park, CA 91706**  
**Attn: William Salazar**

**SAFE:**  
**Riverside County Service Authority**  
**for Freeway Emergencies**  
**FSP Program**  
**P.O. Box 12008**  
**Riverside, CA**  
**92502-2208**  
**Attn: Brian Cunanan**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement for all purposes.

3.33 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.34 Entire Contract. This Agreement contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, contracts or understandings.

3.35 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.36 No Waiver. Failure of CONTRACTOR to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.37 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless CONTRACTOR or the Services are not subject to the Eight-Hour Law. CONTRACTOR shall forfeit to SAFE as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless CONTRACTOR or the Services are not subject to the Eight-Hour Law.

3.38 Subpoenas or Court Orders. Should CONTRACTOR receive a subpoena or court order related to this Agreement, the Services or the Project, CONTRACTOR shall immediately provide written notice of the subpoena or court order to the SAFE. CONTRACTOR shall not respond to any such subpoena or court order until notice to the SAFE is provided as required herein and shall cooperate with the SAFE in responding to the subpoena or court order.

3.39 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.40 Counterparts. This Agreement may be signed in one or more counterparts, any one of which shall be effective as an original document.

3.41 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.42 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. In the event the standards set forth in this Agreement conflict with the standards set forth in any exhibit hereto, the higher standard shall govern.

3.43 Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under Section 3.21, Indemnification.

3.44 Consent. Whenever consent or approval of any Party is required under this Contract, that Party shall not unreasonably withhold nor delay such consent or approval.

3.45 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**[Signatures on following page]**

DRAFT

**SIGNATURE PAGE  
TO AGREEMENT 22-45-085-00**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein written above.

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION  
ACTING AS THE  
RIVERSIDE COUNTY SERVICE  
AUTHORITY FOR FREEWAY  
EMERGENCIES

ROYAL COACHES AUTO BODY AND  
AND TOWING

By: \_\_\_\_\_  
RCTC Chair

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

Attest:

By: \_\_\_\_\_  
Best Best & Krieger LLP,  
Counsel to the Riverside County  
Service Authority for  
Freeway Emergencies

By: \_\_\_\_\_  
Its: Secretary

## EXHIBIT “A”

### Scope of Services Beat 19 & 19

#### 1.0 **GENERAL INFORMATION**

##### 1.1 **Background & Introduction**

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) after the enactment of SB 1199 in 1985. The purpose of the formation of SAFEs in California was to provide call box services and, with excess funds, provide additional motorist aid services. Funding for RC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Riverside County. Initially, these funds were used only for the call box program. As additional motorist aid services were developed, SAFE funds were also used to provide Freeway Service Patrol (FSP) and the Inland Empire 511 traveler information services as part of a comprehensive motorist aid system in Riverside County.

In 1990, Proposition C was passed to fund transportation improvements and to help reduce traffic congestion in California. From this, the FSP program was created by Caltrans, which developed the corresponding Local Funding Allocation Plan to distribute funds to participating jurisdictions. In addition to funding received from Caltrans, agencies are required to contribute a 25 percent local match. For the Commission, SAFE revenues are used to meet this match requirement.

The Commission, acting in its capacity as the SAFE, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol (CHP), managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways. Contracts to provide FSP tow service are competitively bid as needed for each beat.

##### 1.2 **Project Description**

The purpose of the FSP program is to provide a continuous roving patrol for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where traffic conditions permit, safe removal of small debris will be required. Vehicle operators shall be responsible for clearing the freeway of automobiles, small trucks, and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the freeway to provide service. FSP vehicles shall continuously patrol their assigned beat, respond to CHP calls for Services, use the designated turnaround locations, and use the CHP identified designated drop locations.



FSP vehicle operators may be required to perform minor services such as change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators in a safe and efficient manner. Vehicle operators may spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle. If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP vehicle operator to call the CHP Communications Center to request a CHP rotational tow or other services. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the FSP shift unless called as a rotation tow by CHP after the FSP shift has ended. If called as a rotation tow after a FSP shift, the vehicle operator must remove all FSP markings such as vests, uniforms, and magnetic vehicle signage.

There may be some instances where FSP operators may be requested to provide assistance to CHP officers. FSP operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

All FSP services shall be provided at no cost to the motorist. FSP vehicle operators shall not accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

Freeway Service Patrol hours of operation are 5:30 a.m. to 8:30 a.m. and 2:30 p.m. to 6:30 p.m., Monday through Thursday; and 5:30 a.m. to 8:30 a.m. and 12:30 p.m. to 6:30 p.m. on Friday. Select beat(s) may also have weekend (10:00 a.m. to 6:00 p.m.) and/or weekday mid-day service (time between AM/PM shifts) schedules. Contractor vehicles shall be exclusively dedicated to the service during FSP service hours. All vehicle maintenance activities shall be conducted during non-service hours.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the California Highway Patrol (CHP). The Scope of Services (Section 2.0) hereunder identifies the specific limits, number of tow trucks, number of back-up trucks, hours of operation, and tentative holidays on which the cost of each beat shall be based. RCTC reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the Contractor.

**To be awarded a contract, a Contractor must have a tow facility within close proximity to the service area, have been in business as a tow service operator for a minimum of five (5) years, and have a minimum of one (1) full year experience working under contract/agreement and in good standing within the last three (3) years with any type of law enforcement agency.**

A Contractor with no prior FSP experience shall be considered NEW and may only be awarded one FSP beat. A Contractor that has been terminated for cause from any FSP contract within the state shall not be eligible to participate in the Riverside County FSP program. A NEW Contractor, who remains in good standing, as determined by FSP

management, may be considered for additional beat awards in future procurements. An existing Contractor that is not in good standing as determined by information received by the FSP management staff at the time of their proposal may, at the discretion of FSP management, be limited to the number of beats the Contractor is awarded, including not being awarded any beats.

**FSP Management Staff reserves the right to limit the number of beats awarded to one Contractor.**

At any time during the contract's term, RCTC reserves the right to adjust Beat specifications and Beat hours to better accommodate demand for the service, or the availability of funding. These changes can occur during the course of the contract through written change orders. If warranted during the service hours of operation, the Contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside its assigned Beat. Tow Operators may be permitted to do this only upon CHP and/or RCTC approval. FSP vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

**The contract start date for Beats 18 & 19 is September 14, 2022. The first day of FSP service is Monday, April 3, 2023. This is a 5-year contract that expires on March 31, 2028.**

If awarded a contract, the Contractor shall have one hundred ninety-four (194) calendar days for Beats 18 & 19, after the notice of award (notice of award tentatively expected on or around September 14, 2022), in which to acquire the required equipment and hire and train vehicle operators. The Contractor shall have the appropriate number of primary and back-up trucks ready for equipment installation and CHP inspection no later than March 20, 2023. Any company that cannot meet the above-mentioned requirements shall not be awarded the contract(s).

## **2.0 Beat Description/Summary**

FSP operates on selected freeway segments referred to as "beats". Each beat has specific turnaround locations and designated drop locations identified by the CHP. The specific limits, number of tow trucks, number of back-up trucks and hours of operation, including the holiday schedule, are detailed below. SAFE reserves the right to add or delete holidays to the work schedule, provided that SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or deletion. Travel time to and from the beat will be at the expense of the CONTRACTOR.

At any time, SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding. These changes can occur during the course of this Contract through written change orders. If warranted and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat.

FSP Contract Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# Backup FSP Trucks
18 & 19	Beat 18: I-215 from Riverside County line to Central Ave.	5.8	3	1
	Beat 19: I-215 from Alessandro to SR-74/W 4th St.	10.2		

## 2.1 Hours of Operation:

Monday through Thursday: 5:30 a.m. to 8:30 a.m., and from 2:30 p.m. to 6:30 p.m.  
Friday: 5:30 a.m. to 8:30 a.m., and from 12:30 p.m. to 6:30 p.m.

Service Area Beat 18 & 19 requires at least one backup truck available at all times.  
**RCTC reserves the right to change Beat hours and operational requirements during the course of the contract.**

- a. Total estimated service hours per vehicle/per year: 1,950
  - b. In addition to the above service hours, at the discretion of RCTC and CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, and Memorial Day). Contractor will be notified at least one week prior to when this service is to be provided.

During FSP shifts that require a 30-minute meal period break to be provided pursuant to Labor Code section 512, the Contractor shall either make arrangements for another certified FSP driver to provide the contracted FSP coverage during those breaks or not be compensated for each 30-minute meal period break during which FSP service is not provided. In no case shall the Contractor be entitled to compensation from RCTC for time during which its FSP driver is taking a 30-minute meal period break, unless the Contractor has provided another driver to cover this 30-minute meal period break.

## 2.2 Holiday Schedule

Proposer shall submit its cost proposal for provision of the required FSP tow services five days each week, Monday through Friday, of each year during the contract term, except for the following ten (10) holidays:

1. Martin Luther King, Jr. Day (Monday)

2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 - varies)

### **3.0 FSP Management and Representatives**

RCTC has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and CHP, in order to provide peak hour freeway service patrols on selected freeway segments for traffic mitigation, as well as air quality improvement within Riverside County. RCTC, Caltrans, and CHP will jointly oversee the service. RCTC serves as the contract administrator and funding partner; Caltrans provides oversight; and CHP is responsible for the daily operations and field supervision of the program.

Authority for FSP derives from (a) Section 21718 (A) of the California Vehicle Code, which allows FSP trucks supervised by the CHP to stop on freeways for the purpose of rapid removal of impediments to traffic, and (b) Article 3, Section 91, of the Streets and Highways Code, which states that Caltrans is responsible for traffic management and removing impediments from the highways, as well as improving and maintaining the state highways.

#### **3.1 Standard Operating Procedures**

The guidelines and policies of the FSP program, which promote a safe work environment and maintain a level of professionalism, are contained in the Standard Operating Procedures (SOP) manual developed by the CHP. The SOP and any updates to it are incorporated into the contract with RCTC, therefore, the Contractor and their vehicle operators are responsible to operate and adhere to the most recent version of the SOP at all times.

Contractor shall be held responsible for maintaining an updated SOP (latest version issued with the RFP), which is incorporated herein by reference. SOP revisions and updates shall be unilaterally issued by RCTC or CHP, as deemed necessary by CHP or the FSP Technical Advisory Committee, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package and additional hard or soft copies can be provided to all interested parties upon request.

**Vehicle operators or trucks found not to be in compliance with FSP procedures defined in the SOP may be penalized, suspended, and/or terminated from the FSP program and the company may also be assessed liquidated damages amounts for said**

**violations as described herein. Liquidated damages are inclusive of other remedies at law and/or those described under the terms of the contract.**

Refer to Proposal Pricing Form for further details on violations and penalties.

#### **4.0 Vehicles**

##### **4.1 Tow Truck Requirements**

Primary and back-up FSP tow trucks shall be exclusively dedicated to the FSP program during FSP service hours of operation. They are not required to be exclusive during non-FSP hours. All vehicle maintenance activities shall be conducted during non-Service hours. When conducting the Services on a FSP shift, the CONTRACTOR's vehicle shall display all FSP markings and the vehicle operator shall wear a FSP uniform.

The FSP will utilize, at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and a four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract, free of any mechanical defects or physical damage and have a clear (non-salvage) title. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The CHP, in conjunction with Caltrans or the regional transportation agency, should verify the original purchase dates to ensure compliance. Lastly the truck shall have seating capabilities for five (5) adults.

All FSP tow trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all local, state, and federal laws associated with that truck and as outlined in the RFP.

Each tow truck shall be equipped in accordance with the CHP's Freeway Service Patrol Manual and Standard Operating Procedures Manual and, at a minimum, shall include the following:

##### **a. Equipment & Supplies (Required)**

1. Wheel lift towing equipment, with a minimum lift rating of 4,000 pounds, with wheel lift extended. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope - 100ft., 3/8 inch diameter, 6 x19 or OEM specifications.
5. Two (2) Tow chains 3/8" alloy or OEM specs., J/T hook assembly.
6. Rubber faced push bumper.
7. Mounted spotlight capable of directing a beam both front and rear.
8. Amber warning lights with front and rear directional flashing capability, with

- on/off switch in cab.
9. Public address system.
10. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
11. Heavy duty, 60+ amp battery.
12. Radios with the ability to communicate with the Contractor's base office (Verizon).
13. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
14. Suitable cab lighting.
15. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
16. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
17. Rear work lights. (4)
18. Safety chain D-ring or eyelet mounted on rear of truck.
19. Motorcycle straps. (2)
20. Diesel fuel in plastic jerry cans. (5 gallons)
21. Unleaded gasoline in plastic jerry cans. (5 gallons)
22. Safety chains min. 5ft. min. 5/16" Alloy or OEM Spec. (2)
23. First aid kit (small 5" x 9"). (1)
24. Fire extinguisher aggregate rating of at least 4 B-C units. (1)
25. Pry bar - 36" or longer. (1)
26. Radiator water in plastic container. (5 gallons)
27. 4" x 4" x 48" wooden cross beam. (1)
28. 4" x 4" x 60" wooden cross beam. (1)
29. 24" wide street broom. (1)
30. Square point shovel. (1)
31. Highway flares 360 minutes min.
32. Cones 18" height, reflectorized with tape.
33. Hydraulic Floor Jack: 2-ton AND
34. 2-ton jack stand
35. Wheel chock
36. Four-way lug wrench (1 std.). (1)
37. Four-way lug wrench (1 metric). (1)
38. Rechargeable compressor or refillable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity. (1)
39. Flashlight and spare batteries. (1)
40. Flashlight and spare batteries or charger (1)
41. Tail lamps/stop lamps, portable remote with extension cord. (1 set)
42. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets. (1 set)
43. Funnel, multi-purpose, flexible spout. (1)
44. Pop-Up dolly (with tow straps), minimum rating of 3,900 pounds portable for removing otherwise un-towable vehicles. (1)

- 45. Dolly steel pry bar (1)
- 46. 5-gallon can with lid filled with clean absorb-all. (1)
- 47. Empty trash can with lid (5 gallon). (1)
- 48. Lock out set. (1)
- 49. Safety glasses.

b. Equipment & Supplies (Recommended)

- 50. Towing slings rated at 3,000 pounds minimum. **RECOMMENDED**
- 51. Sling crossbar spacer blocks. **RECOMMENDED** (2)

c. Tools (Required)

Each FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

- 52. Screwdrivers--
  - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
  - ii. Phillips head - #1 and #2 (1 each, min).
- 53. Needle nose pliers (1)
- 54. Adjustable rib joint pliers, 2" min. capacity (1)
- 55. Crescent wrench - 8" (1)
- 56. Crescent wrench - 12" (1)
- 57. 4 lb. hammer (1)
- 58. Rubber mallet (1)
- 59. Electrical tape, roll (1)
- 60. Duct tape, 20 yard roll (1)
- 61. Tire pressure gauge (1)
- 62. Mechanic's wire (roll) (1)
- 63. Bolt cutters (1)

## 4.2 Tow Truck Appearance

FSP vehicles bearing the FSP title, logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors, boom, and bed area – the entire truck is to be painted white). No trim is allowed. Lettering shall be in a blocked bold style parallel to the ground and shall be no less than 2 inches by 2 inches and no greater than 4 inches in height. Lettering can only be black in color (no other colors will be permitted). Letters shall be placed on the lower body of the truck toward the cab. Contractor's name on the boom is prohibited. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy may be discussed with CHP prior to implementing, as truck compliance with current state FSP standards is required. No other accessory equipment, signage, or advertisements (mud flaps, stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes, but is not limited to: bras or window tint.

It shall be the vehicle operator's responsibility to place detachable FSP markings on each vehicle during FSP service hours and to remove the detachable markings immediately upon completion of each shift. RCTC will supply each Contractor with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All FSP markings shall be returned at the termination of the contract. The cost of any RCTC and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

FSP markings, as well as vehicle numbers, shall be required on both sides of all trucks. The detachable markings (magnetic FSP signage) provided by RCTC, must be placed on the center of the driver and passenger doors of the vehicle. The vehicle operator shall be required to keep the title and logos clean, straight, and in readable condition throughout the FSP shift. The operator is also required to keep the magnetic signage flat (do not bend in any way), clean, and out of direct sunlight while being stored during non-FSP operational hours.

#### 4.3 Vehicle Inspections

Prior to commencement of service, the CHP will inspect each vehicle designated for the FSP to ensure that it meets the vehicle specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office.

Any unsafe, poorly maintained, or improperly equipped vehicle(s) shall be removed from service, and if discovered to be in such a condition during the shift said vehicle(s) shall be removed from service or repaired as directed by the CHP, and **the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments for the remainder of that shift, plus the loss of revenue for the down time.** Spare vehicles, also known as "back-ups", will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a spare FSP vehicle available for service for the duration of each and every FSP shift.

The vehicle operator shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each and every shift. The vehicle operator shall be required to complete a driver log, which is used to track the mileage. A shift inspection/inventory log shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

#### 4.4 Spare/Back-Up Vehicles

The Contractor shall be required to have one FSP Certified Back-Up tow truck available per



Beat during FSP service hours that is in full compliance with the agreement, unless otherwise authorized by RCTC and CHP in writing. During FSP service hours, the spare vehicle shall be kept at the Contractor's yard or staged adjacent to the assigned beat. The FSP Certified Back-Up tow truck should be used when a Certified Primary FSP tow truck is unavailable. The FSP Certified Back-Up tow truck shall meet the same requirements for equipment, set-up, and color as the Certified Primary FSP tow truck. It shall meet all the vehicle equipment specifications. Refer to Attachment H for further details on violations and penalties.

#### **4.5 Vehicle Breakdown and Other Missed Service**

The spare vehicle must be in service on the Beat within 45 minutes of the time a permanently dedicated vehicle is taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required trucks are not in service. **If a vehicle is not made available within the required 45-minute time period, the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments for every minute that exceeds the 45 minute replacement period until a certified FSP compliant spare/back-up vehicle is provided. If a truck is not ready due to breakdown at the start of a shift, the fine time will be calculated from the start of the shift until a replacement is placed into service. If the entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate times the total minutes for the affected shift.**

**Vehicle maintenance shall be performed during non-FSP service hours. In addition, not having a certified FSP "spare or back-up" vehicle operator available is not an allowable excuse for not having a spare (back-up) vehicle on the beat within the 45-minute time period. If the Contractor does not have a dedicated or spare truck on the Beat because a certified FSP vehicle operator is not available, the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments until a certified FSP replacement vehicle operator is provided. If the entire shift is missed because a vehicle operator was not available, the Contractor shall be fined for the entire shift at three (3) times the hourly rate times the total minutes for the affected shift.**

### **5.0 Communications Equipment and Computers**

#### **5.1 Communications Equipment**

Each FSP vehicle shall be equipped with various communication devices that will enable the vehicle operator to communicate with the CHP Communications Center. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, and Data Collection Devices (DCD). The AVL system, radio, and DCD equipment shall be purchased, owned, and supplied by RCTC. RCTC shall select the equipment installation vendor.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment provided by RCTC. The Contractor shall be liable for any

damage to the RCTC-owned communication equipment. The Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. RCTC will deduct repair fees as well as the full replacement cost of any RCTC equipment due to improper use or negligence by the Contractor, from any payment due to the Contractor. RCTC-supplied vehicle communications equipment shall be returned in full working condition upon contract termination. The cost of any equipment not returned within a reasonable time period shall be deducted from the Contractor's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed (mounted) in all vehicles.

The Contractor is also required to use Verizon wireless cell phones with push-to-talk-plus capability, or equivalent, for communications with the CHP Communications Center and the CHP Field Supervisor. Wireless cell phones shall be purchased and maintained by the Contractor. The Contractor will also be responsible for all operating costs as well. In addition, tow operators are not permitted to take pictures, video, or capture any other images while performing FSP duties during FSP operational hours. These actions will not be tolerated and a vehicle operator may be terminated if it is discovered they are doing so.

In addition, any input of data into the DCD shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones is prohibited by California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

## **5.2 Computer Equipment**

The Contractor must have and maintain a desktop computer workstation with high-speed internet access and email to communicate with RCTC staff.

The Contractor must ensure that the DCD equipment is inspected and cleaned on a quarterly basis, or more frequently if needed. All DCD equipment should have the exterior protective case cleaned (protective outside case) and screen protector shall be inspected for functionality and serviceability. Worn items shall be immediately reported to RCTC.

All DCD equipment must be kept in a secure location. **During non-FSP operational hours, DCD equipment shall not be left in a tow vehicle or go home with a vehicle operator or anyone else.** All DCD equipment must be in a designated charging area at the tow operator's facility during non-FSP operational hours. The DCD equipment shall always have enough charge to complete each shift. In order to reduce instances of technology glitches, the DCD equipment shall be turned off/turned on at least once per week. DCD equipment

is to be with the vehicle operator in their FSP truck during FSP operational hours. Any other location shall not be permitted.

The Contractor shall immediately report any issues with the workstation or the DCD equipment to the RCTC FSP Program Manager or one of the FSP CHP Officers. Contractor is directly responsible to ensure their computer workstation is operating and **has internet access at all times** – this is a contract requirement.

The Contractor shall provide access to the DCD equipment for RCTC staff, or their designated designee, at **any time** during the course of the Contract. **In addition, the Contractor shall also make the workstation available to RCTC, or its designee, 30 calendar days prior to the start of the new service.**

The Contractor shall provide an annual inspection report to RCTC indicating the status of all equipment. RCTC will provide the submittal form. Tow operators should consider the accurate completion and timely return of this form as part of their contract requirements.

### **5.3 Equipment Tampering**

Tampering with FSP communication/tracking equipment so that it does not function properly to RCTC's specifications, and/or is disconnected or moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cables, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, disconnecting any connectors, Contractor/subcontractor unintentionally altering equipment or connections to equipment during vehicle maintenance or repair, or interfering with the operations of the equipment.

If tampering is suspected, FSP Management may conduct an inspection of the equipment on the Beat or the vehicle may be sent to a designated location determined by FSP Management.

1. If tampering is found while the vehicle is used during FSP operational hours, the vehicle operator and vehicle will be immediately taken out of service and the Contractor shall be fined in one (1) minute increments at three (3) times their hourly rate, until such time that the back-up truck is deployed. Please note that if tampering is discovered, the penalties (three times the hourly rate in one minute increments) shall begin immediately upon the discovery of the tampering. The normal 45-minute back-up truck time allowance will not be considered "non-penalty" time under these circumstances. The penalties shall begin immediately upon the tampering being discovered.
2. If the vehicle is suspected to have equipment that has been tampered with, it may be sent to a designated location determined by FSP Management and CHP for an inspection. If tampering is found, the Contractor will be retroactively fined three (3) times the hourly rate in one (1) minute increments from the time the tampering

was first suspected. The penalties will continue until a certified FSP back-up truck is deployed. The normal 45-minute back-up truck time allowance will not be considered “non-penalty” under these circumstances.

#### Tampering Repairs

If tampering is discovered during FSP operational hours, the vehicle will be taken out of service and will remain out of service until the repair and the documentation can be completed by the FSP Program designated technician. FSP Management determines the designated technician. The transportation, labor, and repair costs will be the responsibility of the Contractor. Costs incurred to repair and document the equipment will be deducted from the Contractor monthly invoice.

#### Tampering Penalties

The Contractor will also be assessed a \$250 fine (whether the tampering is discovered while on the Beat, or if it was suspected and later confirmed) per incidence on their monthly invoice. If it is determined that the vehicle operator tampered with the equipment, the vehicle operator will be suspended for a minimum of 30 days for the initial tampering offense and subject to termination from the FSP Program for any subsequent tampering violations.

### **6.0 Contractor Responsibilities**

#### **6.1 Appearance at Hearings**

If and when required by SAFE, Contractor shall render assistance at public hearings or other meetings related to the performance of the Services.

#### **6.2 Damage Complaints**

Upon receiving a damage complaint from a motorist assisted by the Contractor, that the Contractor damaged their vehicle while lending assistance, the Contractor shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The Contractor shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification from CHP. If necessary, the Contractor shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the Contractor, the Contractor shall negotiate in good faith to try and resolve the issue and shall report to CHP the result of the negotiations. All complaints shall be resolved within a reasonable time-period after being received.

#### **6.3 Complaint Review Committee**

The FSP Technical Advisory Committee (“FSP TAC”) is composed of voting members from CHP, SAFE, and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee (“DCRC”). If the DCRC finds that

justifiable complaints are not resolved within a reasonable timeframe, it can recommend that payment to the Contractor in the amount of the damage claim may be deducted from the Contractor monthly invoice.

#### **6.4 Trend Meetings**

Contractor shall attend, or send a designated management-level representative, to all trend meetings (i.e. required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. Contractor shall be responsible for having a representative attend all meetings (i.e. FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the Contractor. If the Contractor cannot have a management-level representative at a meeting, Contractor shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the Contractor's contractual responsibility. Meetings are scheduled, and Contractor will be notified of such schedule, no later than three (3) working days prior to the meeting.

### **7.0 Vehicle Operators**

#### **7.1 Operator Qualifications and Performance**

All potential vehicle operators shall be required to have a safe driving record and, at a minimum, a valid Class C driver's license. All vehicle operators shall be 18 years of age or older at the time of background check. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential vehicle operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. Any certified vehicle operator from other FSP areas will be evaluated on a case-by-case basis. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP training, also known as proficiency testing.

Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties. Vehicle operators shall be required to inform the CHP Communications Center any time they leave the assigned Beat. This includes breaks and replenishing expendable items, such as: gasoline, fire extinguisher, etc. The vehicle operator shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

FSP vehicle operators will be responsible for accurately entering the required data into DCD equipment every shift. Each FSP vehicle operator shall complete an inspection worksheet prior to the commencement of driving the tow truck and a mileage log prior to beginning service on the Beat. The FSP vehicle operator shall be required to complete an assist record for each incident. Each assist record should be accurate. Contractors or Operators providing false or misleading information to FSP Management shall be subject to disciplinary action and will be handled on a case-by-case basis.

FSP vehicle operators shall always complete the required procedures per the SOP when handling required forms. No duplicate survey numbers should be entered into the DCD equipment at any time. Vehicle operators are required to complete in their entirety the Release of Liability form and Damage Release form when applicable. These completed forms should be handed in to RCTC at a minimum every 60 days. If it is discovered that a vehicle operator has entered duplicate survey numbers, not properly completed the release forms, or not turned the release forms in timely, the Contractor may be subject to penalties as outlined in Proposal Pricing Form.

CHP, Caltrans, and RCTC maintain strict drug and alcohol policies. Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy and an employee alcohol/drug-testing program. Any FSP vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement vehicle operator for that vehicle.

The Contractor shall be an active participant in the **DMV Pull Notice Program**.

If a vehicle operator is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs, or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the Contractor shall permanently remove that vehicle operator from duties under the FSP program. If a vehicle operator is charged with any of the above crimes, the Contractor shall immediately suspend that vehicle operator from duties under this program pending the outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, RCTC retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program.

## **7.2 Operator Training**

At the Contractor's expense, all company owners, FSP vehicle operators, and back-up vehicle operators shall be required to present a certificate of completion of a SHRP 2/TIMS training course and to complete the CHP two-day training program which costs approximately \$50.00 per vehicle operator (fee is for the DL64 Tow Truck Driver Certificate and fingerprinting). Contractors shall pay all FSP operators and back-up vehicle operators for attending the training. No vehicle operator will be allowed to begin patrolling without meeting the requirements set forth in the SOP. Any vehicle operator who is found on patrol not meeting the requirements may be prohibited from further FSP service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be attended. A **minimum** of four (4) hours refresher training per year shall be required (at Contractor's expense). **Contractors shall pay all FSP vehicle operators and back-up vehicle operators for attending the required training.**

Vehicle operators will be required to utilize DCD equipment to input information about mileage, inspection, and each assist, which will include: location, vehicle make, model, license number, type of assistance provided, etc. Vehicle operators will be trained on using DCD equipment to enter data.

### **7.3 Operator Driving Record and Criminal History Check**

As required by California Vehicle Code Section 2340, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and preliminary criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in this SOP (refer to Chapter 11, Annex A).

The preliminary criminal history check will consist of a preliminary background check to determine if the applicant meets the criteria for a California Tow Truck Driver Certificate as outlined in California Public Resources Code Section 5164, California Vehicle Code Section 13377 and the FSP Contract. In addition, RCTC or the CHP may, in its sole discretion, require an Employer to replace any vehicle operator or reject a potential vehicle operator who it determines is not suitable to represent the FSP Program with the public. If the applicant passes the preliminary criminal history check, the applicant shall submit to fingerprinting.

Driver's license and preliminary criminal history checks will be completed by CHP within ten (10) working days of the acceptance of a CHP 234F.

### **7.4 Vehicle Operator Uniform**

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, black protective toe boots, nameplate, gloves and other equipment. The equipment includes navy blue coveralls or navy blue shirts and pants. If coveralls are worn, they shall have a collar with a zip front. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

Sleeves and pant legs shall be moderately tapered to avoid excessive fullness.

A safety vest with reflective stripes shall be worn and supplied by RCTC. RCTC will supply vests with the FSP logo patches already sewn on per CHP's required patch placement locations. A FSP logo patch is not required to be sewn on the navy blue FSP vehicle operator uniform.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½" tall. The nameplate shall be worn above the

right chest pocket on the safety vest. The Contractor is responsible for obtaining FSP CHP approval of the driver nameplates, and the Contractor is responsible for the purchase and replacement of the FSP vehicle operator nameplate.

All FSP vehicle operators shall wear general duty black work boots with protective (steel or composite) toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/coveralls. As an option, a navy blue jacket may also be worn, if it meets all the uniform specifications and is worn under the safety vest. Rain gear, if worn, shall be waterproofed material and navy blue or yellow in color.

Hats, if worn, shall be baseball-type caps and navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest.

**Contractor should refer to the most current SOP to ensure they are following the most recent requirements.** SOP revisions and updates shall be unilaterally issued by RCTC, as deemed necessary by RCTC management, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package.

## **7.5 Local Office**

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's Beat(s) hours of operation. Through the Proposal document shown in the Contractor Representative Form, the Contractor shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the Contractor. The office shall be established within close proximity to the Contractor's Beat(s) and the County of Riverside. Also note in the Scope of Services, Section 4.4, **a backup vehicle and a certified FSP vehicle operator must be available within a 45-minute request of the Beat area.**

This requirement may also determine if the local office is close enough to satisfy the requirements under this section.

The Contractor shall also provide **telephone and email** through which he/she, or a responsible representative who has the authority to conduct business and make decisions on behalf of the Contractor, can be contacted during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. **An email address that is monitored daily** shall be provided for notification purposes during operational and non-service hours. The Contractor will be responsible for having a company representative monitor and review messages/notices on a daily basis.



## 7.6 Remedies and Liquidated Damages

RCTC has a need to deal contractually with a range of failures by Contractors to meet contractual standards and requirements short of suspension or termination. Failure to meet contractual standards and requirements constitute a default under the contract and is subject to the various remedies provided in the contract, up to and including termination of the contract.

It is clear that any default that is related to service or contractor's readiness for service will either degrade service or lead to the degradation of service. The failure to meet contractual standards and requirements, therefore, causes damages to the FSP program and its participants (RCTC, CHP and Caltrans) and to the public being served by the FSP program. Because of the public service nature of the mission of the FSP, described generally in the Standard Operating Procedures (SOP), to keep traffic and commerce flowing on the regional freeways, the damages arising from contractor's failure to meet the contractual standards and requirements are impractical or extremely difficult to ascertain on an individual basis.

The contract has therefore established a series of remedies to attempt to deal with a range of defaults. The most egregious default will result in suspension or termination. Lesser defaults will result in the assessment of liquidated damages. These lesser remedies have been described in the SOP as fines, violations or penalties. This is not a correct characterization of the intent of the remedies. The remedies arise because the contractor is in default and the FSP and the public it serves is damaged by that default. The remedies are to compensate FSP for its damages and to encourage compliance with performance requirements of the contract.

**EXHIBIT “B”**

**Compensation and Payment**

**[INSERT FINAL PRICE PROPOSALS FROM CONTRACTOR’S PROPOSAL]  
And MOBILIZATION COST PAYMENT FORM, IF APPLICABLE**

DRAFT



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION, ACTING AS THE RIVERSIDE  
COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES,  
FOR  
FREEWAY SERVICE PATROL FOR THE EXPRESS LANES WITHIN RIVERSIDE COUNTY  
WITH ROYAL COACHES AUTO BODY AND TOWING**

**1. PARTIES AND DATE.**

1.1 This Agreement is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("COMMISSION") acting as the RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("SAFE") and **ROYAL COACHES AUTO BODY AND TOWING**, a California corporation (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".

1.2 The California Highway Patrol herein referred to as "CHP" and California Department of Transportation, herein referred to as "Caltrans" are hereby expressly designated as third-party beneficiaries of CONTRACTOR's performance under this Agreement.

**2. RECITALS.**

- 2.1 **WHEREAS**, COMMISSION is a California County Transportation Commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code;
- 2.2 **WHEREAS**, COMMISSION is authorized, pursuant to Section 2550 et seq. of the California Streets and Highways Code, to act as SAFE for purposes of providing a motorist aid system, including provision of freeway service patrols;
- 2.3 **WHEREAS**, SAFE requires the services of a CONTRACTOR to provide the freeway service patrol professional services as described in the Scope of Services;
- 2.4 **WHEREAS**, SAFE has determined that CONTRACTOR is best qualified to perform the required services;
- 2.5 **WHEREAS**, the CONTRACTOR is able and willing to perform the required services under the terms and conditions of this Contract;
- 2.6 **WHEREAS**, COMMISSION is the short range transportation planning agency for Riverside County, and programs federal, state, and local funds. COMMISSION has entered into a Memorandum of Understanding with

Caltrans and CHP to fund peak period freeway service patrols on selected freeway segments in Riverside County; and

- 2.7 **WHEREAS**, Section 21718 (a) of the California Vehicle Code specifically authorized CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.

NOW, THEREFORE, for the consideration hereinafter stated, SAFE and CONTRACTOR agree as follows:

### 3. TERMS.

3.1 General Scope of Services. The purpose of the Freeway Service Patrol ("FSP") program is to provide for the rapid removal of disabled vehicles and vehicles involved in minor accidents from the freeway. Contractor promises and agrees to furnish to SAFE all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the FSP services ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations, and the SOP manual (as defined below).

3.1.1. Contract Oversight. Caltrans and CHP will jointly oversee the Services. Both agencies will have responsibility for overseeing Service performance and ensuring that the CONTRACTOR abides by the terms of this Contract. CHP is responsible for dispatch services to incident locations within the CONTRACTOR's patrol limits. The dispatching will be done in accordance with this Contract. A Standard Operating Procedures ("SOP") manual will be given to the CONTRACTOR explaining the types of incidents to which his/her operators may be dispatched.

3.1.2 Beat Descriptions. The FSP will operate on selected freeway segments referred to herein as "beats". Each beat has specific turnaround locations and designated drop locations identified by the CHP. Exhibit "A" shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation, and holidays for the CONTRACTOR's specific beat. SAFE reserves the right to add or delete holidays to the work schedule, provided that SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or deletion. Travel time to and from the beat will be at the expense of the CONTRACTOR.

3.1.3 Change Orders. At any time during the term of this Contract, SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding, at no cost to SAFE. Adjustments may include reduction in the hours

of Services. SAFE may direct such adjustments during the course of this Contract through written change orders, signed by SAFE, setting forth any changes to Exhibit "A". Changes may include a change of the specified beat(s) to other beats that SAFE determines better serve the needs of SAFE, as well as changes to schedules and hours for the beats set forth in Exhibit "A". If warranted, as determined in SAFE's sole discretion, and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat. Such reassignments shall be at no cost to SAFE.

3.1.4. The SOP Manual. To promote a safe work environment and for the maintenance of professionalism, the most current version of the SOP manual shall, at all times, be followed by the CONTRACTOR and its vehicle operators. The SOP manual, as such manual may from time to time be amended, is incorporated into this Contract by reference. CONTRACTOR shall be notified and provided with a copy of any changes to the SOP manual. Drivers found not to be in compliance with FSP procedures, as set forth in the SOP manual or this Contract, may be suspended or terminated from the FSP program and the CONTRACTOR may be fined three (3) times the hourly Contract rate in one (1) minute increments until a replacement vehicle is provided (Driver and Truck must return to beat compliant with all FSP requirements), or fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP Field Supervisors.

3.2 Equipment Requirements. CONTRACTOR shall comply with all equipment requirements outlined in the attached Exhibit "A".

3.3 Commencement of Services. The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from SAFE.

3.4 Term. The term of this Contract shall be for a period of five (5) years, from **April 3, 2023 to March 31, 2028** unless earlier terminated as provided herein. SAFE shall also have the right to renew this Contract from one month up to a one (1) year term after the initial term by providing notice as provided below. SAFE must provide written notice to CONTRACTOR no less than ninety (90) days prior to the end of the applicable term, indicating its renewal of the Contract. CONTRACTOR shall complete the Services within the term of this Contract, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The rates shall be as follows:

#### SCHEDULE OF HOURLY RATES

Classification	Years 1-2	Year 3-4	Year 5
Regular Rate	\$ 124.64 per hour	\$ 131.93 per hour	\$ 135.85 per hour
CFSP/Extra Rate	\$ 137.10 per hour	\$ 145.12 per hour	\$ 149.43 per hour

3.5 SAFE's Representative. SAFE hereby designates the SAFE Executive Director or his or her designee, to act as its Representative for the performance of this Contract

("SAFE's Representative"). SAFE's Representative shall have the authority to act on behalf of SAFE for all purposes under this Contract. SAFE's Representative shall also review and give approval, as needed, to the details of CONTRACTOR's work as it progresses. CONTRACTOR shall not accept direction or orders from any person other than the SAFE's Representative or his or her designee.

3.6 CONTRACTOR'S Representative. CONTRACTOR hereby designates **WILLIAM SALAZAR, PRESIDENT AND CEO**, to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract. CONTRACTOR shall work closely and cooperate fully with SAFE's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONTRACTOR's Representative shall be available to the SAFE staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by SAFE's Representative.

3.7 Substitution of Key Personnel. CONTRACTOR has represented to SAFE that certain key personnel will perform and coordinate the Services under this Contract. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval by SAFE's Representative. In the event that SAFE's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, SAFE shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Contract are: **JUAN PEREZ, FSP PROGRAM MANAGER.**

3.7.1 Availability of FSP Manager. Except in the case of unpreventable circumstances, the FSP Manager must be available at the CONTRACTOR's office for at least 50% of each Work Day to address time sensitive issues related to this Contract or the Services, including, but not limited to, FSP administrative responsibilities; SAFE, CHP, and Caltrans requests; driver matters; and truck maintenance issues. CONTRACTOR shall, within 24 hours, notify SAFE of each circumstance causing the FSP Manager not to be available as required herein. As used in this section, the term "Work Day" shall mean and refer to any day that FSP service is provided, during those hours of operation for Construction FSP as identified on the attached Exhibit "A-1".

3.8 Review of Work and Deliverables. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be required to be submitted to SAFE's Representative in draft form, and SAFE's Representative may require revisions of such drafts prior to formal submission and approval. In the event that SAFE's Representative, in his or her sole discretion, determines the formally submitted work product to be inadequate, SAFE's Representative may require CONTRACTOR to revise and resubmit the work at no cost to SAFE. Upon determination by SAFE that CONTRACTOR has satisfactorily completed the Services required under this Contract and

within the term set forth in Section 3.4, SAFE shall give CONTRACTOR a written Notice of Final Completion. Upon receipt of such notice, CONTRACTOR shall incur no further costs hereunder, unless otherwise specified in the Notice of Completion. CONTRACTOR may request issuance of a Notice of Final Completion when, in its opinion, it has satisfactorily completed all Services required under the provisions of this Contract.

3.9 Appearance at Hearings. If and when required by SAFE, CONTRACTOR shall render assistance at public hearings or other meetings related to the performance of the Services.

3.10 Standard of Care: Licenses. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Contract. CONTRACTOR shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to SAFE that its employees and subcontractors have all licenses, permits, qualifications (including medical certification) and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Contract. CONTRACTOR shall perform, at its own cost and expense and without reimbursement from SAFE, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SAFE for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its subcontractors who is determined by SAFE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to SAFE, shall be promptly removed from performing the Services by the CONTRACTOR and shall not be re-employed to perform any of the Services.

3.11 Opportunity to Cure. SAFE may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during performance of the Services. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by SAFE, and the cost thereof charged to CONTRACTOR.

3.12 Inspection of Work. CONTRACTOR shall allow SAFE's Representative to inspect or review CONTRACTOR's performance of Services in progress at any time. SAFE/Caltrans/CHP also reserves the right to audit all paperwork demonstrating that CONTRACTOR participates in an employee alcohol/drug-testing program and the DMV Pull Notice Program.

3.13 Laws and Regulations. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws



and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SAFE, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold SAFE, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.14 Damage Complaints. Upon receiving a damage complaint from a motorist assisted by the CONTRACTOR, that the CONTRACTOR damaged their vehicle while lending assistance, the CONTRACTOR shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the CONTRACTOR, the CONTRACTOR shall negotiate in good faith to try and resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

3.14.1 Complaint Review Committee. The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, SAFE and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the CONTRACTOR in the amount of the damage claim may be deducted from the CONTRACTOR's monthly invoice.

3.15 Termination.

3.15.1 Notice; Reason. SAFE may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, including, without limitation, the geographical territory covered by this Contract, at any time by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for SAFE's convenience, due to lack of available funding for the Services, or because of CONTRACTOR's failure to perform its duties and obligations under this Contract, including, but not limited to, the failure of CONTRACTOR to timely perform Services pursuant to the Scope of Services described in Section 3, entitled "Terms," as well as Section 7 of the RFP. CONTRACTOR may not terminate this Contract except for cause.

3.15.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, CONTRACTOR shall discontinue all affected Services as directed in the Notice of Termination, and deliver to SAFE all Documents and Data, as defined in this Contract, as may have been prepared or accumulated by CONTRACTOR in performance of the Services, whether completed or in progress.

3.15.3 Effect of Termination For Convenience. If the termination is to be for the convenience of SAFE, SAFE shall compensate CONTRACTOR for Services fully and adequately provided through the effective date of termination as provided in the Notice of Termination. Such payment shall include a pro-rated amount of profit, if applicable, up through such effective date, but no amount shall be paid for anticipated profit on unperformed Services past such effective date. CONTRACTOR shall provide documentation deemed adequate by SAFE's Representative to show the Services actually completed by CONTRACTOR prior to the effective date of termination. This Contract shall terminate on the effective date of the Notice of Termination.

3.15.4 Effect of Termination for Cause. If the termination is for cause, CONTRACTOR shall be compensated for those Services which have been fully and adequately completed and accepted by SAFE as of the effective date of termination as provided in the Notice of Termination. In such case, SAFE may take over the work and prosecute the same to completion by contract or otherwise. Further, CONTRACTOR shall be liable to SAFE for any reasonable additional costs or damages incurred to revise work for which SAFE has compensated CONTRACTOR under this Contract, but which SAFE has determined in its sole discretion needs to be revised, in part or whole. Termination of this Contract for cause may be considered by SAFE in determining whether to enter into future contracts with CONTRACTOR.

3.15.5 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

3.15.6 Procurement of Similar Services. In the event this Contract is terminated, in whole or in part, as provided by this Section, SAFE may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.15.7 Waivers. CONTRACTOR, in executing this Contract, recognizes that the Services may be terminated, in whole or in part, as provided in this Section. CONTRACTOR shall not be entitled to any damages including, but not limited to, any compensation for costs incurred to procure vehicles, meet the terms for providing the Services, or for any other costs or expenses, and shall be deemed to have waived any and all claims for damages, costs or expenses which may otherwise arise from SAFE's termination of this Contract, for convenience or cause, as provided in this Section.

3.15.8 Authorization to Terminate. The Executive Director of SAFE shall have the full authority and discretion to exercise SAFE's rights under this Section 3.15, entitled "Termination".

3.16 Trend Meetings. CONTRACTOR shall attend, or send a designated management-level representative, to all trend meetings (i.e., required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e., FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the CONTRACTOR. If the CONTRACTOR

cannot have a management-level representative at a meeting, CONTRACTOR shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and CONTRACTOR will be notified of such schedule, no later than three (3) working days prior to the meeting.

### 3.17 Fees and Payment.

3.17.1 Amount to be Paid. Subject to the provisions set forth below for Services satisfactorily performed hereunder, SAFE shall pay the CONTRACTOR on a fixed unit rate basis a ceiling price NOT TO EXCEED **SEVEN MILLION SIX HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED FOURTEEN DOLLARS (\$7,631,314).**

3.17.2 Maximum Payment is the Ceiling Price. SAFE shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Sections 3.15 and 3.17.10. CONTRACTOR agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.

3.17.3 Hourly Rate; Break and Meal Periods. For its performance of the Services, the CONTRACTOR shall be paid for labor expended directly in the performance of the Services at the rates specified below. Payments shall be made monthly in arrears based on Services provided and allowable incurred expenses. The CONTRACTOR shall not be entitled to reimbursements for any expenses unless approved in advance in writing.

#### SCHEDULE OF HOURLY RATES

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Regular Rate	\$ 124.64 per hour	\$ 124.64 per hour	\$ 131.93 per hour	\$ 131.93 per hour	\$ 135.85 per hour
CFSP/Extra Rate	\$ 137.10 per hour	\$ 137.10 per hour	\$ 145.12 per hour	\$ 145.12 per hour	\$ 149.43 per hour

Hourly rates may be adjusted as set forth in Chapter 9, Violations/Penalties, of the FSP Standard Operating Procedures (SOP).

A) CONTRACTOR is responsible for compliance with all California labor laws related to break periods and meal periods including, but not limited to, compliance with Labor Code section 512. CONTRACTOR shall be solely responsible for any additional pay to which its drivers may be entitled for CONTRACTOR's failure to comply with the California labor law requirements.

B) During shifts that require drivers to be provided a 30-minute meal period break pursuant to Labor Code section 512, CONTRACTOR shall either make arrangements for another certified driver to provide Services during those breaks or not be compensated for each 30-minute meal period break during which Services are not provided. In no case shall CONTRACTOR be entitled to bill RCTC for time during which a driver is taking a meal period break.

3.17.4 Payment Coverage. The compensation herein above specified will cover and include all applicable labor surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, overhead, general and administrative expense, and profit.

3.17.5 Cost Principles.

A) CONTRACTOR agrees to comply with 2 CFR, Part 225, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B) CONTRACTOR agrees that 1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual cost items, and 2) CONTRACTOR shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C) Any costs for which CONTRACTOR has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by CONTRACTOR to SAFE. Should CONTRACTOR fail to reimburse moneys due SAFE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, SAFE is authorized to intercept and withhold future payments due CONTRACTOR from SAFE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

3.17.6 Fines. Fines for starting late; leaving early; taking more breaks than authorized; or being ordered out of service by a CHP, SAFE Representative or Caltrans supervisor for Contract infractions shall be deducted from the CONTRACTOR's monthly invoice at five (5) times the hourly rate, plus the loss of revenue for the down time. Fines may be further described in the attached Exhibit "A" or Exhibit "B".

3.17.7 Accounting System. CONTRACTOR and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of CONTRACTOR and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

3.17.8 Invoices. Invoices for CONTRACTOR's Services shall be submitted monthly on forms approved by SAFE. Invoices will be routinely verified by CHP. To ensure prompt payment, most billing disputes may be resolved within ten (10) working days of written notice of dispute. However, at SAFE's discretion, reconciliation of disputed fines that sum to less than 2% of the months' Invoice may be corrected on the next month's Invoice to ensure prompt payment of the major portion of the invoice. Each Invoice shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the CONTRACTOR's

authorized officer. Invoices shall be mailed to SAFE's Contract Administrator at the following address:

Riverside County Service Authority for Freeway Emergencies  
FSP Program  
P.O. Box 12008  
Riverside, CA  
92502-2208  
Attn: Brian Cunanan

3.17.8.1 Monthly Progress Reports. As part of its Invoice, CONTRACTOR shall submit a Monthly Progress Report, in a form determined by SAFE, which will cover the Invoice period and include spreadsheets showing hours expended for each day of the month per vehicle per beat, and the total for the term of the Contract to date. Submission of such Monthly Progress Report by CONTRACTOR shall be a condition precedent to receipt of payment from SAFE for each monthly Invoice submitted.

3.17.8.2 Payment Schedule. Invoice periods shall be based upon a calendar month, beginning with the first day of the month. SAFE shall reimburse CONTRACTOR for Services adequately provided under this Contract within thirty (30) days of receiving the current period invoice with no errors. If the Invoice is completed incorrectly by the CONTRACTOR it will delay payment. If SAFE fails to pay any amount owed to CONTRACTOR under this Contract within thirty (30) days after receipt of the invoice, CONTRACTOR may give SAFE a notice of failure to pay which shall set forth the invoice(s) and amount(s) which CONTRACTOR believes are thirty (30) days overdue. SAFE shall pay any undisputed invoice(s) and amount(s) within thirty (30) days of receipt of a notice of failure to pay.

3.17.9 Right to Audit. For the purpose of determining compliance with this Contract and other matters connected with the performance of CONTRACTOR's contracts with third parties, CONTRACTOR and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to CONTRACTOR. SAFE, the State of California acting through the Department of Transportation or its duly authorized representative, the California State Auditor, or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and CONTRACTOR shall furnish copies thereof if requested.

3.17.10 Taxes. CONTRACTOR shall pay any sales, use, or other taxes, if any, attributable to the provision of the Services.

3.17.11 Travel and Subsistence. Payments to CONTRACTOR for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess

of those authorized DPA rates, then CONTRACTOR is responsible for the cost difference and any overpayments shall be reimbursed to SAFE on demand.

3.17.12 Employment Adverse to the SAFE. CONTRACTOR shall notify SAFE, and shall obtain SAFE's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against SAFE during the term of this Contract.

3.17.13 Extra Work. At any time during the term of this Contract, SAFE may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SAFE to be necessary for proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract and was not included in the Scope of Services. Extra Work, if any, shall be reimbursed at the same hourly rate as identified in Section 3.17.3. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by SAFE's Representative. For instance, Construction FSP services as it relates to construction activity can be considered Extra Work. In the event an Extra Work Order is not issued and signed by SAFE's Representative, CONTRACTOR shall not provide such Extra Work. However, no compensation or reimbursement for Extra Work shall be paid if it is not authorized by SAFE and if the cumulative total of such Extra Work under the Contract exceeds \$25,000. All Extra Work in a cumulative total in excess of \$25,000 must be approved in advance by amendment to this Contract.

3.17.13.1 Extra Work Cancellation Policy. If a tow operator is scheduled for Extra Work and they are notified of a cancellation with **LESS than a 24 hour notice** – then the tow operator will be reimbursed for **three (3) hours** of the agreed upon contract hourly rate. *Note: The minimum of the three (3) hours should cover eight hours of the drivers' hourly wage.* Starting with "Less than a 24 hour cancellation notice" up to the time the tow operator is on the assigned Extra Work Beat, the "three contract hour cancellation rate" remains the same. Once the tow operator is on the Extra Work Beat, the cancellation policy changes.

If a tow operator begins the Extra Work (the truck is on the Beat) and is then notified that Extra Work has been cancelled, the FSP operator will be paid for the entire shift period **up to a maximum of eight (8) hours**. A shift period for this policy is defined as: the time period of the actual Extra Work shift assigned or for a maximum of eight (8) contract hours, whichever is less.

The supervising FSP CHP Officer for the Extra Work shift will make the final determination as to whether or not the tow operator will continue to work the Extra Work shift. Regardless, the tow operator will be reimbursed for the original shift period or a maximum of eight (8) hours, whichever is less.

3.17.14 Most Favored Customer. CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any government agency with whom it has either existing contractual relationship or has no contractual relationship that predates this Contract, pursuant to which CONTRACTOR agrees to charge FSP services fees less than those as indicated in this Contract for substantially the

same level of FSP services contemplated by this Contract. Should SAFE establish that such lower fees have been agreed to by CONTRACTOR with another government agency, CONTRACTOR agrees to renegotiate the fees or to refund SAFE an amount equal to the difference between the fees indicated in this Contract and the fees charged to other government agency customer.

### 3.18 Delay in Performance.

3.18.1 Excusable Delays. Neither Party shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by an Excusable Delay. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, Contractor's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions of SAFE or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

3.18.2 Written Notice. If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in subsection 3.18.1, CONTRACTOR shall provide written notice to the SAFE within seven (7) working days from the time CONTRACTOR knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of CONTRACTOR to provide such timely notice shall constitute a waiver by CONTRACTOR of any right to an excusable delay in time of performance.

3.18.3 Mutual Contract. Performance of any Services under this Contract may be delayed upon mutual agreement of the Parties. Upon such agreement, CONTRACTOR's Schedule of Services (as defined in their Proposal) shall be extended as necessary by SAFE. CONTRACTOR shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

### 3.19 Status of CONTRACTOR/Subcontractors.

3.19.1 Independent Contractor. The Services shall be performed by CONTRACTOR or under its supervision. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Contract. SAFE retains CONTRACTOR on an independent contractor basis and not as an employee, agent or representative of the SAFE. CONTRACTOR retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and

as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

3.19.2 Assignment or Transfer. CONTRACTOR shall not assign, hypothecate, or transfer, either directly or by operation of law, this Contract or any interest herein, without the prior written consent of SAFE. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, SAFE may transfer or assign any and all of its rights and obligations under this Contract, including, without limitation the rights to terminate this Contract, as assigned, pursuant to Section 3.15 hereof.

3.19.3 Subcontracting. CONTRACTOR shall not subcontract any portion of the work or Services required by this Contract, except as expressly stated herein, including the Scope of Services, without prior written approval of the SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. SAFE shall have no liability to any subconsultant(s) for payment for services under this Contract or other work performed for CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of services under this Contract shall duly note that the responsibility for payment for the technical services or any other work performed shall be the sole responsibility of CONTRACTOR.

3.20 CONTRACTOR will maintain an inventory of all non-expendable equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with funds provided pursuant to this Contract.

3.21 Ownership of Materials and Confidentiality.

3.21.1 Documents & Data; Licensing of Intellectual Property. All plans, specifications, studies, drawings, estimates, materials, data, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to SAFE at all times during this Contract and shall become the property of SAFE upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this Contract, desire to use any Documents and Data, it shall first obtain the written approval of SAFE. This Contract creates a no-cost, nonexclusive, and perpetual license for SAFE to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Documents and Data which are prepared or caused to be prepared by CONTRACTOR under this Contract ("Intellectual Property"). CONTRACTOR shall require all subcontractors to agree in writing that SAFE is granted a no-cost, nonexclusive, and perpetual license for any Intellectual Property the subcontractor prepares under this Contract. CONTRACTOR



represents and warrants that CONTRACTOR has the legal right to license any and all Intellectual Property prepared or caused to be prepared by CONTRACTOR under this Contract. SAFE shall not be limited in any way in its use of the Intellectual Property at any time, provided that any such use not within the purposes intended by this Contract shall be at SAFE's sole risk.

**3.21.2 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to CONTRACTOR in connection with the performance of this Contract shall be held confidential by CONTRACTOR to the extent permitted by law, including, without limitation, the California Public Records Act, Government Code section 6250 et seq. Such materials shall not, without the prior written consent of SAFE, be used by CONTRACTOR for any purposes other than the performance of the Services as provided herein. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services, except as provided herein. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or becomes known, to the related industry shall be deemed confidential. CONTRACTOR shall not use SAFE's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of SAFE.

**3.22 Indemnification.** CONTRACTOR shall indemnify and hold SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, contractors, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, any acts, omissions, or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Contract, including without limitation, the payment of all consequential damages and other related costs and expenses. CONTRACTOR shall defend, at CONTRACTOR's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, contractors, consultants, employees, and volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, consultants, employees, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CONTRACTOR, SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers.

**3.23 Insurance.**

3.23.1 Time for Compliance. CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to SAFE that it has secured all insurance required under this section, in a form and with insurance companies acceptable to SAFE. In addition, CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.23.2 Minimum Requirements. CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

(i) General Liability:

Per occurrence:	\$2,000,000
Project Specific Aggregate:	\$4,000,000
Products/Completed Operations:	\$1,000,000
Personal Injury Limit:	\$1,000,000

(ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.23.3 On-Hook Insurance & Garage Keepers Liability Coverage.

(A) CONTRACTOR shall maintain a policy of On-Hook Towing Insurance to include the care, custody or control exposure present while vehicles are being serviced roadside, on-hook, or in a storage yard for not less than one hundred thousand dollars (\$100,000).

(B) CONTRACTOR shall maintain a policy of Garage Keepers Liability

Insurance which shall include coverage for vehicles in the care, custody and control of the CONTRACTOR with limits of liability not less than \$500,000 per occurrence for property damage.

3.23.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by SAFE to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from SAFE, COMMISSION, CHP, or Caltrans insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR’s scheduled underlying coverage. Any insurance or self-insurance maintained by SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, employees and agents shall be excess of the CONTRACTOR’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against

liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against SAFE, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to SAFE, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SAFE, COMMISSION, CHP, and Caltrans (if agreed to in a written contract or agreement) before SAFE, COMMISSION, CHP or Caltrans own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) CONTRACTOR shall provide SAFE at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the CONTRACTOR shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the CONTRACTOR shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to SAFE at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. CONTRACTOR shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. CONTRACTOR shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not

renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of said insurance by SAFE, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, SAFE has the right but not the duty to obtain the insurance it deems necessary and any premium paid by SAFE will be promptly reimbursed by CONTRACTOR or SAFE will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, SAFE may cancel this Agreement. SAFE may require the CONTRACTOR to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither SAFE, COMMISSION, CHP, Caltrans nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

**3.23.5 Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by SAFE. If SAFE does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of SAFE, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SAFE, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**3.23.6 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to SAFE.

**3.23.7 Verification of Coverage.** CONTRACTOR shall furnish SAFE with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SAFE. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by SAFE before work commences. SAFE reserves the right to require complete, certified copies of all required insurance policies, at any time.

**3.23.8 Subcontractor Insurance Requirements.** CONTRACTOR shall not allow any subcontractors to commence work on any subcontract until they have provided

evidence satisfactory to SAFE that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name SAFE, COMMISSION, CHP and Caltrans as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by CONTRACTOR, SAFE may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

3.23.9 Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind and extent of risk which exists at the time of change in insurance required.

3.23.10 Safety. CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment, and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.24 Prohibited Interests.

3.24.1 Solicitation. CONTRACTOR warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SAFE shall have the right to rescind this Contract without liability.

3.24.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of SAFE, during the term of his or her service with SAFE, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.24.3 Conflict of Employment. Employment by the CONTRACTOR of personnel currently on the payroll of SAFE shall not be permitted in the performance of this Contract, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays, or vacation time. Further, the employment by the CONTRACTOR of personnel who have been on SAFE payroll within one year prior to the date

of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with SAFE, is prohibited.

3.25 Nondiscrimination; Equal Opportunity Employment. CONTRACTOR shall not deny any benefits of this Contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall CONTRACTOR unlawfully discriminate, harass, or allow harassment against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.): The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall include the provisions of this Section in all of CONTRACTOR's subcontracts with respect to work under this Agreement, unless exempted by the Regulations. CONTRACTOR shall also comply with all relevant provisions of SAFE's Minority Business Enterprise program, Affirmative Action Plan, or other related SAFE programs or guidelines currently in effect or hereinafter enacted.

3.26 Right to Employ Other CONTRACTORS. SAFE reserves the right to employ other CONTRACTORS in connection with the Services.

3.27 Governing Law. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by and construed with the laws of the State of California.

3.28 Venue. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in Riverside County, California. The Parties agree that the venue for any action or claim brought by any Party will be the Central District of Riverside County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Central District of Riverside County.

3.29 Time of Essence. Time is of the essence for each and every provision of this Contract.

3.30 Headings. Article and section headings, paragraph captions, or marginal headings contained in this Contract are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.31 Notices. All notices hereunder and communications regarding interpretation of the terms of this Contract or changes thereto shall be given to the respective Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
**Royal Coaches Auto**  
**Body and Towing**  
**14827 Ramona Blvd**  
**Baldwin Park, CA 91706**  
**Attn: William Salazar**

**SAFE:**  
**Riverside County Service Authority**  
**for Freeway Emergencies**  
**FSP Program**  
**P.O. Box 12008**  
**Riverside, CA**  
**92502-2208**  
**Attn: Brian Cunanan**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement for all purposes.

3.33 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.34 Entire Contract. This Agreement contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, contracts or understandings.

3.35 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.36 No Waiver. Failure of CONTRACTOR to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.



3.37 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless CONTRACTOR or the Services are not subject to the Eight-Hour Law. CONTRACTOR shall forfeit to SAFE as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless CONTRACTOR or the Services are not subject to the Eight-Hour Law.

3.38 Subpoenas or Court Orders. Should CONTRACTOR receive a subpoena or court order related to this Agreement, the Services or the Project, CONTRACTOR shall immediately provide written notice of the subpoena or court order to the SAFE. CONTRACTOR shall not respond to any such subpoena or court order until notice to the SAFE is provided as required herein and shall cooperate with the SAFE in responding to the subpoena or court order.

3.39 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.40 Counterparts. This Agreement may be signed in one or more counterparts, any one of which shall be effective as an original document.

3.41 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.42 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. In the event the standards set forth in this Agreement conflict with the standards set forth in any exhibit hereto, the higher standard shall govern.

3.43 Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under Section 3.21, Indemnification.

3.44 Consent. Whenever consent or approval of any Party is required under this Contract, that Party shall not unreasonably withhold nor delay such consent or approval.

3.45 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**[Signatures on following page]**

DRAFT

**SIGNATURE PAGE  
TO AGREEMENT 22-45-102-00**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein written above.

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION  
ACTING AS THE  
RIVERSIDE COUNTY SERVICE  
AUTHORITY FOR FREEWAY  
EMERGENCIES

ROYAL COACHES AUTO BODY AND  
AND TOWING

By: \_\_\_\_\_  
RCTC Chair

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

Attest:

By: \_\_\_\_\_  
Best Best & Krieger LLP,  
Counsel to the Riverside County  
Service Authority for  
Freeway Emergencies

By: \_\_\_\_\_  
Its: Secretary

## EXHIBIT “A”

### Scope of Services Express Lanes

#### 1.0 GENERAL INFORMATION

##### 1.1 Background & Introduction

In 1993, the California state legislature adopted the Freeway Service Patrol (FSP) Act. This act allows for the implementation of a freeway service patrol system on highways throughout California. The FSP program in Riverside County is operated in partnership with Riverside Express Lanes and the California Highway Patrol (CHP). The purpose of the Toll FSP program is to provide tow services within a designated toll facility to ensure the lanes operate in a free-flow state and facilitate the rapid removal of disabled vehicles. Contracts to provide toll FSP service are competitively bid.

##### 1.2 Project Description

The purpose of the Toll FSP program is to provide trucks that are strategically staged within the corridor to deploy and provide for the rapid removal of disabled vehicles from the toll lanes and perform minor services. Toll FSP operates on selected toll lane segments referred to as “beats”. Each beat has specific turnaround locations and designated drop locations identified by CHP. The Scope of Services (Section 2.0) hereunder identifies the specific limits, number and type of tow trucks, number and type of back-up trucks, hours of operation, and tentative holidays on which the cost of each beat shall be based. RCTC reserves the right to add or delete holidays and to modify the work schedule to optimize service hours. Travel time to and from the beat will be at the expense of the Contractor.

The Scope of Services of this contract will include two beats, 91-T Beat for the 91 Express Lanes and 15-T Beat for the Interstate (I)-15 Express Lanes. The limits of the 91 Express Lanes include are on State Route (SR) 91 from the Orange County/Riverside County line to McKinley Street and connector(s) to the I-15 Express Lanes to Ontario Avenue or Sixth Street. The I-15 Express Lanes will be along the I-15 from the San Bernadino County/Riverside County line to Cajalco Road and direct connectors to the 91 Express Lanes. The trucks may will be able to work across the both beats to maximize contractor efficiencies.

Where traffic conditions permit, safe removal of small debris will be required. Vehicle operators will perform a sweep of the entire length of the beat at the start of shift, end of shift, and every two hours in between, or less frequently as determined by RCTC. Due to Toll FSP trucks being staged rather than roving, vehicle operators shall mobilize within three (3) minutes of receiving notification from the Traffic Operations Center (TOC) or CHP or the Contractor shall be fined five (5) times the hourly contract rate in one (1)

minute increments for the amount of time it takes the vehicle operator to mobilize. Mobilize is defined as a FSP certified truck being en route to a call for service.

Vehicle operators shall be responsible for clearing the toll lanes of automobiles, small trucks, motorcycles, and small debris. When and where conditions warrant, service may be executed on toll lane shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the toll lanes and off the highway to provide service. During service hours, Toll FSP vehicles shall always be prepared to respond to CHP calls for service, respond to calls for service from toll operations, use the CHP designated drop locations for vehicles, and use the designated turnaround locations.

Toll FSP vehicle operators may be required to perform minor services, such as: change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, refill radiators, and tow vehicles in a safe and efficient manner.

If a disabled vehicle cannot be mobilized or relocated, the motorist can request the Toll FSP vehicle operator to call the CHP Communications Center to request a CHP rotational tow or other service. Toll FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident or assist that occurred during the Toll FSP shift unless called as a rotation tow by CHP after the shift has ended. If called as a rotation tow after a Toll FSP shift, the vehicle operator must first remove all Toll FSP markings such as signs, vests, and uniforms.

There may be some instances where Toll FSP operators may be requested to provide assistance to CHP Officers. Toll FSP operators shall follow the instructions of the CHP Officer at the scene of any incident within the scope of the Toll FSP program.

All Toll FSP services shall be provided at no cost to the motorist. Toll FSP vehicle operators shall not accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

Toll Freeway Service Patrol standard hours of operation are defined in section 2.1 below. It will be determined at time of award whether contractor vehicles shall be exclusively dedicated to Toll FSP service or not. All vehicle maintenance activities shall be conducted during non-service hours.

To be awarded a contract, a Contractor must have a tow facility within close proximity to the service area, have been in business as a tow service operator for a minimum of five (5) years, and have a minimum of two (2) years experience in CHP tow rotation service and currently be a CHP tow rotation provider.

A Contractor that has been terminated for cause from any FSP contract within the state shall not be eligible to participate in the Riverside County FSP program. A NEW Contractor, who remains in good standing, as determined by FSP management, may be considered for additional beat awards in future procurements.

An existing Contractor that is not in good standing as determined by information received by the FSP management staff at the time of their proposal may, at the discretion of FSP management, be limited to the number of beats the Contractor is awarded, including not being awarded any beats.

**FSP Management Staff reserves the right to limit the number of beats awarded to one Contractor.**

At any time during the contract's term, RCTC reserves the right to adjust beat specifications and service hours to better accommodate demand for the service. These changes can occur during the course of the contract through formal amendments. If warranted during the service hours, the Contractor may be requested to temporarily reassign his/her Toll FSP operators/trucks to locations outside its assigned Beat. Contractors may be permitted to do this only upon CHP and/or RCTC approval.

If awarded a contract, the Contractor shall have no more than two hundred sixteen (216) calendar days after the notice to proceed (notice of proceed tentatively expected on or around June 8, 2022), in which to acquire the required equipment, hire and train vehicle operators, be operable, and be FSP certified. The Contractor shall have the appropriate number of primary and back-up trucks ready for inspection by CHP no later than January 10, 2023. Any company that cannot meet the above-mentioned requirements shall not be awarded the contract(s).

## 2.0 **Beat Description/Summary**

FSP Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks	# Backup FSP Trucks
91-T	Express Lanes on SR-91 from Orange County line to McKinley Street, I-15 Connectors to Ontario Avenue or Sixth Street	13.1	1	1
15-T	Express Lanes on Interstate I-15 from San Bernadino County line to Cajalco Road, Connectors to 91 Express Lanes	15	2	

### 2.1 **Hours of Operation:**

#### Standard Toll FSP 91-T

Monday through Wednesday

4:00 a.m. to 10:30 a.m. operating 1 truck

1:00 p.m. to 7:00 p.m. operating 1 truck

Thursday through Friday

5:00 a.m. to 10:30 a.m. operating 1 truck

12:00 p.m. to 8:00 p.m. operating 1 truck

Saturday through Sunday

1:00 p.m. to 7:00 p.m. operating 1 truck

Standard Toll FSP 15-T

Monday through Wednesday

5:00 a.m. to 10:30 a.m. operating 2 truck

1:00 p.m. to 7:00 p.m. operating 2 truck

Thursday through Friday

5:00 a.m. to 10:30 a.m. operating 2 truck

12:00 p.m. to 8:00 p.m. operating 2 truck

Saturday through Sunday

1:00 p.m. to 7:00 p.m. operating 1 truck

During standard Toll FSP service hours, the backup truck is required to be available at all times. **RCTC reserves the right to change service hours and operational requirements during the course of the contract.**

- a. Total estimated truck hours in per year of contract: 10,998.
- b. Trucks may rotate between beats to maximize operational efficiencies.
- c. In addition to the above service hours, at the discretion of RCTC and CHP, additional service may be requested as deemed necessary. Contractor will be notified at least one week prior to when this service is to be provided.
- d. Toll FSP service will operate on all major holidays unless otherwise notified.

### **3.0 FSP Management and Representatives**

RCTC is providing freeway service patrol along the SR-91 and I-15 Express Lanes for traffic mitigation, as well as air quality improvement within Riverside County. RCTC and CHP will jointly oversee the service. RCTC serves as the contract administrator and funding agency while CHP is responsible for the daily operations and field supervision of the program.

Authority for FSP derives from (a) Section 21718 (A) of the California Vehicle Code, which allows FSP trucks supervised by the CHP to stop on freeways for the purpose of rapid removal of impediments to traffic.

### 3.1 Standard Operating Procedures

The guidelines and policies of the FSP program, which promote a safe work environment and maintain a level of professionalism, are contained in the Standard Operating Procedures (SOP) manual developed by the CHP. The SOP and any updates to it are incorporated into the contract with RCTC, therefore, the Contractor and their vehicle operators are responsible to operate and adhere to the most recent version of the SOP at all times.

Contractor shall be held responsible for maintaining an updated SOP, which is incorporated herein by reference. SOP revisions and updates shall be unilaterally issued by RCTC or CHP, as deemed necessary by CHP or the FSP Technical Advisory Committee, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the current SOP is included as part of the original RFP package and additional hard or soft copies can be provided to all interested parties upon request. Contractor is shall sweep the beat at the beginning and end of each shift and once every one (1) hours during the shift.

**Contractor shall mobilize, be in-route to the incident, immediately. RCTC reserves the right to penalize the contractor five (5) times the hourly contract rate in one (1) minute increments for every minute that exceeds the grace period of three (3) minutes, plus the loss of revenue for the down time beyond.**

**Vehicle operators or Toll FSP trucks found not to be in compliance with FSP procedures defined in the SOP may be penalized, suspended, and/or terminated from the FSP program and the company may also be assessed liquidated damages amounts for said violations as described herein. Liquidated damages are inclusive of other remedies at law and/or those described under the terms of the contract.**

Refer to Proposal Pricing Form for further details on violations and penalties.

## 4.0 Vehicles

### 4.1 Tow Truck Requirements

Toll FSP tow trucks shall be exclusively dedicated to the Toll FSP program during Toll FSP service hours. All vehicle maintenance activities shall be conducted during non-Service hours. When conducting the Services on a Toll FSP shift, the CONTRACTOR's vehicle shall display all Toll FSP markings and the vehicle operator shall wear a Toll FSP uniform.

The Toll FSP will use conventional two-vehicle car carrier/flatbed Class A tow trucks with seating capacity for five. The tow trucks will have a minimum gross vehicle weight rating of 21,000 pounds and a rear gross adjusted weight rating of 15,000 pounds. All trucks



proposed for use in the Toll FSP Program should be less than a year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract, free of any mechanical defects or physical damage and have a clear (non salvage) title. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The CHP, in conjunction with the Caltrans or the regional transportation agency, should verify the original purchase dates to ensure compliance.

All Toll FSP tow trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the Toll FSP Program must comply with emission standards set forth by DOT and CARB, as well as all local, state, and federal laws associated with that truck and as outlined in the RFP.

Each tow truck shall be equipped in accordance with the CHP's Freeway Service Patrol Manual and Standard Operating Procedures Manual and, at a minimum, shall include the following:

Toll FSP Equipment List		
	Current Registration/ Insurance	Fire Extinguisher: 4BC Rating, new or exp:
	Paint: White Only, 4" max black lettering	Broom: 24 inches wide, coarse bristle
	Rubber faced push bumper(s)	Shovel: Square point
	Vehicle numbers on both sides	Large Pry Bar: Minimum 36 inch length
	2 FSP signs	Wood Crossbeams: 1 ea., 4"x4"x48" and 4"x4"x60"
	Headlights	Hydraulic Floor Jack: 2-Ton capacity
	Turn Signals	Jack stand: 2-Ton capacity
	Reflectors, Front and Side	Portable air tank: 80 psi. min, or compressor w/ 50' min hose
	Clearance Lamps (>80" Wide)	Bolt Cutters
	Amber Warning Lights: Front/rear selectable, in-cab controls	One 4 - Ton snatch block

License Plate Lamp	Flares: Total burn time of 360 minutes minimum
Tail Lamps	Metric and Standard 4-way Lug Wrenches
Stop Lamps	Sledge Hammer: 4 pound
Backup Lamps	Utility/ Motorcycle Straps
Rear work lights	Steering Wheel Securement Device
Reflectors, Rear	Funnel with flexible spout
Extension Tail/ Stop Lamps	Water Container: Plastic, 5 gallon
Fenders / Mudguards	Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
Windshield	Absorbent Can with lid: 5 gal. of clean absorbent
Windshield Wipers	Trash Can with lid: 5 gal., empty
Spotlight: Body mounted, front to rear coverage	Cones: 6 ea., 18 inch height, reflectorized w/ tape
Service Brakes	Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
Parking Brake	Booster Cable Connectors: mounted front and rear
Mirrors	Battery Rating: 60 Amp-hour or greater
Horn	Tire Tread
Beam Indicator	Wheels
Cab interior lighting suitable for reading and writing	Suspension
Truck to Shop Communications System	Steering
FSP Two-Way Radios / Terminals	Frame
Scanner: Operating and properly programmed	Exhaust System
Public Address System	Fuel Cap(s)
Flashlight	
Spare flashlight batteries/ Charger for rechargeable	
First Aid kit: 5"x9"	<b>Tool Kit</b>
Lockout Tool Set	Screwdrivers: 1/8", 3/16", 1/4", 5/16" Flat; #1, #2 Philips
Warning Devices (Reflectors)	Adjustable Wrenches: 8" and 12"
	Pliers: Needle nose and adjustable rib joint, 2 inch capacity
	Duct tape, Electrical tape, mechanics wire: 1 roll each
	Rubber Mallet
	Tire Pressure Gauge

**WRECKER - GENERAL**

	Manufacturer Rating Plates	Throttle Control
	Wrecker Controls on both sides of vehicle	Hydraulic Rams, Hoses, Valves
	Control Labels	Winch: Type:
	Body and Towing Equipment Mounting Bolts	Winch: Rated 8,000 pounds on first cable layer
	Cable Sheaves	Safety chain D-ring or eyelet mounted on rear of truck

**WHEEL LIFT**

	Minimum GVWR: 14,000 lbs.	"L" Arms
	Wheel Lift Assembly; Rated 4,000 Pounds-Extended, with Wheel Lift Extended	Cradle / Straps/ Chains
	Pivot Pin	Claw
	(2) Wheel Tie Down Safety Straps with ratchets	100' 3/8" 6x19 Wire rope or OEM Specifications
	4-Ton Boom Assembly	(2) Tow Chains 5/16" Grade 70 with J/T Hooks
	Sling Assembly; Rating: 3,000 Pounds (if equipped)	Tow Dolly (with wheel tie down straps), minimum rating of 3,900 pounds. Steel Pry Bar (1)
	One pair of spacer blocks or 2 wood blocks 4"x6"x12"	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5 foot min. length

**CAR CARRIER / TWO VEHICLE**

	Minimum seating capacity for 5 adults	50' 3/8" 6X19 Wire rope or OEM Specifications
	GVWR: Minimum. 21,000 lbs.; Rear GAWR 15,000 min.	J/T Hook Loading Bridle Chains
	Carrier Bed Frame	4 Safety Chains 5/16" Alloy or OEM Specifications
	Bed Material: Steel or Aluminum	Wheel Lift Assembly; Rated 4,000 Pounds-Extended, with Wheel Lift Extended.
	Bed Length: 19.5 ft. minimum	(2) Wheel Tie Down Safety Straps with ratchets
	Bed Hinges	One pair of spacer blocks or 2 wood blocks 4"x6"x12"
	Bed Safety Lock	Motorcycle loader for flatbeds

	Tie Downs: 8 each, one near each corner of the bed, two each side of bed distributed between corner tie downs, each must accommodate snatch blocks	(2) Safety Chains: 5/16" Alloy or OEM Specifications 5 foot min. length

## 4.2 Tow Truck Appearance

Toll FSP vehicles bearing the Toll FSP title, logo, and vehicle identification number shall be painted white (includes the hood, fenders and doors – the entire truck cab is to be painted white). No trim will be allowed. Lettering shall be in a blocked bold style parallel to the ground and shall be no less than 2 inches by 2 inches and no greater than 4 inches in height. Lettering can only be black in color (no other colors will be permitted). Letters shall be placed on the lower body of the truck toward the cab. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy may be discussed with CHP prior to implementing, as truck compliance with current state FSP standards is required. No other accessory equipment, signage, or advertisements (mud flaps, stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes, but is not limited to: bras or window tint.

RCTC will provide either removable magnetic signs or permanent decals with the Toll FSP logo for the Toll FSP vehicles. The type of sign or decal to be used will be determined based on whether or not the Toll FSP vehicles are fully dedicated during non-Toll FSP hours. If removable magnetic signs are chosen, these signs shall be removed immediately upon completion of each shift. RCTC will supply each Contractor with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All Toll FSP markings shall be returned at the termination of the contract. The cost of any RCTC and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

Toll FSP markings, as well as vehicle numbers, shall be required on both sides of all trucks. The removable magnetic signs, if used, are to be provided by RCTC and must be placed on the center of the driver and passenger doors of the vehicle. The vehicle operator shall be required to keep the title and logos clean, straight, and in readable condition throughout the Toll FSP shift. The operator is also required to keep the magnetic signage flat (do not bend in any way), clean, and out of direct sunlight while being stored during non-Toll FSP operational hours.

## 4.3 Vehicle Inspections

Prior to commencement of service, the CHP will inspect each vehicle designated for the FSP to ensure that it meets the vehicle specifications and to ensure that it meets or

exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office.

Any unsafe, poorly maintained, or improperly equipped vehicle(s) shall be removed from service, and if discovered to be in such a condition during the shift, said vehicle(s) shall be removed from service or repaired as directed by the CHP, and **the Contractor shall be fined five (5) times the hourly contract rate in one (1) minute increments for the remainder of that shift, plus the loss of revenue for the down time.** Spare vehicles, also known as "back-ups", will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a back-up Toll FSP vehicle available for service for the duration of each and every Toll FSP shift with the exception of the afternoon shift during ramp-up service hours as the back-up truck will be used as the second primary truck.

The vehicle operator shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each and every shift. The vehicle operator shall be required to complete a driver log, which is used to track the mileage. A shift inspection/inventory log shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

#### **4.4 Spare/Back-Up Vehicles**

The Contractor shall be required to have one FSP Certified Back-Up tow truck available per Beat during Toll FSP service hours that is in full compliance with the agreement, unless otherwise authorized by RCTC and CHP in writing. The only exception to this is for afternoon shifts during ramp-up service hours as the back-up truck will be used as the second primary truck. During Toll FSP service hours, the spare vehicle shall be kept at the Contractor's yard or staged adjacent to the assigned beat. The FSP Certified Back-Up tow truck should be used when the Certified Primary Toll FSP tow truck is unavailable. The Toll FSP Certified Back-Up tow truck shall meet the same requirements for equipment, set-up, and color as the Certified Primary Toll FSP tow truck. It shall meet all the vehicle equipment specifications. Refer to Attachment H for further details on violations and penalties.

#### **4.5 Vehicle Breakdown and Other Missed Service**

The spare vehicle must be in service on the Beat within 30 minutes of the time a permanently dedicated vehicle is taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required trucks are not in service. **If a vehicle is not made available within the required 30 minute time period, the Contractor shall be fined five (5) times the hourly contract rate in one (1) minute increments for every minute that exceed the 30 minute replacement period**

until a certified FSP compliant spare/back-up vehicle is provided. If a truck is not ready due to breakdown at the start of a shift, the fine time will be calculated from the start of the shift until a replacement is placed into service. If the entire shift is missed, Contractor shall be fined for the entire shift at five (5) times the hourly rate times the total minutes for the affected shift.

Vehicle maintenance shall be performed during non-FSP service hours. In addition, not having a certified FSP “spare or back-up” vehicle operator available is not an allowable excuse for not having a spare (back-up) vehicle on the beat within the 30 minute time period. If the Contractor does not have a dedicated or spare truck on the Beat because a certified FSP vehicle operator is not available, the Contractor shall be fined five (5) times the hourly contract rate in one (1) minute increments until a certified FSP replacement vehicle operator is provided. If the entire shift is missed because a vehicle operator was not available, the Contractor shall be fined for the entire shift at five (5) times the hourly rate times the total minutes for the affected shift.

## **5.0 Communications Equipment and Computers**

### **5.1 Communications Equipment**

Each FSP vehicle shall be equipped with various communication devices that will enable the vehicle operator to communicate with the TOC and CHP Communications Center. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, and Data Collection Devices (DCD). The AVL system, radio, and DCD equipment shall be purchased, owned, and supplied by RCTC. RCTC shall select the equipment and equipment installation vendor.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment provided by RCTC. The Contractor shall be liable for any damage to the RCTC-owned communication equipment. The Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. RCTC will deduct repair fees as well as the full replacement cost of any RCTC equipment due to improper use or negligence by the Contractor from any payment due to the Contractor. RCTC-supplied vehicle communications equipment shall be returned in full working condition upon contract termination. The cost of any equipment not returned within a reasonable time period shall be deducted from the Contractor's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed (mounted) in all vehicles.

The Contractor is also required to use Verizon wireless cell phones with push to talk plus capability, or equivalent, for communications with the TOC, CHP Communications Center, and the CHP Field Supervisor. Wireless cell phones shall be purchased and maintained by the Contractor. The Contractor will also be responsible for all operating

costs. In addition, tow operators are not permitted to take pictures, video, or capture any other images while performing FSP duties during FSP operational hours. These actions will not be tolerated and a vehicle operator may be terminated if it is discovered they are doing so.

In addition, any input of data into the DCD shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones is prohibited by California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

## 5.2 Computer Equipment

The Contractor shall purchase and maintain a desktop computer workstation with high speed internet access and email to communicate with RCTC staff.

The Contractor must ensure that the DCD equipment is inspected and cleaned on a quarterly basis, or more frequently if needed. All DCD equipment should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. Worn items shall be immediately reported to RCTC.

All DCD equipment must be kept in a secure location. **During non-Toll FSP operational hours, DCD equipment shall not be left in a tow vehicle or go home with a vehicle operator or anyone else.** All DCD equipment must be in a designated charging area at the tow operator's facility during non-FSP operational hours. The DCD equipment shall always have enough charge to complete each shift. In order to reduce instances of technology glitches, the DCD equipment shall be turned off/turned on at least once per week. DCD equipment is to be with the vehicle operators in their Toll FSP trucks during Toll FSP operational hours. Any other location shall not be permitted.

The Contractor shall immediately report any issues with the work station or the DCD equipment to the RCTC FSP Program Manager or one of the FSP CHP Officers. Contractor is directly responsible to ensure their computer work station is operating and **has internet access at all times – this is a contract requirement.**

The Contractor shall provide access to the DCD equipment for RCTC staff, or their designated designee, at **any time** during the course of the Contract. **In addition, the Contractor shall also make the workstation available to RCTC, or its designee, 30 calendar days prior to the start of the new service.**

The Contractor shall provide a quarterly inspection report to RCTC indicating the status of all equipment. RCTC will provide the submittal form. Tow operators should consider

the accurate completion and timely return of this form as part of their contract requirements.

### **5.3 Equipment Tampering**

Tampering with FSP communication/tracking equipment so that it does not function properly to RCTC's specifications, and/or is disconnected or moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, disconnecting any connectors, Contractor/subcontractor unintentionally altering equipment or connections to equipment during vehicle maintenance or repair, or interfering with the operations of the equipment.

If tampering is suspected, FSP Management may conduct an inspection of the equipment on the Beat or the vehicle may be sent to a designated location determined by FSP Management.

1. If tampering is found while the vehicle is used during FSP operational hours, the vehicle operator and vehicle will be immediately taken out of service and the Contractor shall be fined in one (1) minute increments at five (5) times their hourly rate, until such time that the back-up truck is deployed. Please note that if tampering is discovered, the penalties (five times the hourly rate in one minute increments) shall begin immediately upon the discovery of the tampering. The normal 30 minute back-up truck time allowance will not be considered "non-penalty" time under these circumstances. The penalties shall begin immediately upon the tampering being discovered.
2. If the vehicle is suspected to have equipment that has been tampered with, it may be sent to a designated location determined by FSP Management and CHP for an inspection. If tampering is found, the Contractor may be retroactively fined five (5) times the hourly rate in one (1) minute increments from the time the tampering was first suspected. The penalties will continue until a certified FSP back-up truck is deployed. The normal 30 minute back-up truck time allowance will not be considered "non-penalty" under these circumstances.

#### Tampering Repairs

If tampering is discovered during FSP operational hours, the vehicle will be taken out of service and will remain out of service until the repair and the documentation can be completed by the FSP Program designated technician. FSP Management determines the designated technician. The transportation, labor, and repair costs will be the responsibility of the Contractor. Costs incurred to repair and document the equipment will be deducted from the tow operators monthly invoice.

#### Tampering Penalties



The Contractor will also be assessed a \$250 fine (whether the tampering is discovered while on the Beat, or if it was suspected and later confirmed) per incidence on their monthly invoice. If it is determined that the vehicle operator tampered with the equipment, the vehicle operator will be suspended for a minimum of 30 days for the initial tampering offense and subject to termination from the FSP Program for any subsequent tampering violations.

## **6.0 Contractor Responsibilities**

### **6.1 Appearance at Hearings**

If and when required by SAFE, Contractor shall render assistance at public hearings or other meetings related to the performance of the Services.

### **6.2 Damage Complaints**

Upon receiving a damage complaint from a motorist assisted by the Contractor, that the Contractor damaged their vehicle while lending assistance, the Contractor shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The Contractor shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification from CHP. If necessary, the Contractor shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the Contractor, the Contractor shall negotiate in good faith to try and resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

### **6.3 Complaint Review Committee**

The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, SAFE, and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the Contractor in the amount of the damage claim may be deducted from the Contractor's monthly invoice.

### **6.4 Trend Meetings**

Contractor shall attend, or send a designated management-level representative, to all trend meetings (i.e. required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. Contractor shall be responsible for having a representative attend all meetings (i.e. FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the Contractor. If the Contractor cannot have a management-

level representative at a meeting, Contractor shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the Contractor's contractual responsibility. Meetings are scheduled, and Contractor will be notified of such schedule, no later than three (3) working days prior to the meeting.

## **6.5 Monthly Progress Reports**

As part of its Invoice, Contractor shall submit a Monthly Progress Report, in a form determined by SAFE, which will cover the Invoice period and include spreadsheets showing hours expended for each day of the month per vehicle per beat, and the total for the term of the Contract. Submission of such Monthly Progress Report by Contractor shall be a condition precedent to receipt of payment from SAFE for each monthly Invoice submitted.

## **7.0 Vehicle Operators**

### **7.1 Operator Qualifications and Performance**

All potential vehicle operators shall be required to have a safe driving record and, at a minimum, a valid Class C driver's license. All vehicle operators shall be 18 years of age or older at the time of background check. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential vehicle operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Toll FSP equipment to provide safe and proper service. Any certified vehicle operator from other FSP areas will be evaluated on a case-by-case basis. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP training, also known as proficiency testing. Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties.

Toll FSP vehicle operators will be responsible for accurately entering the required data into DCD equipment every shift. Each Toll FSP vehicle operator shall complete an inspection worksheet prior to the commencement of driving the tow truck and a mileage log prior to beginning service on the Beat. The Toll FSP vehicle operator shall be required to complete an assist record for each incident. Each assist record should be accurate. Contractors or vehicle operators providing false or misleading information to FSP Management shall be subject to disciplinary action and will be handled on a case-by-case basis.

FSP vehicle operators shall always complete the required procedures per the SOP when handling required forms. No duplicate survey numbers should be entered into the DCD equipment at any time. Vehicle operators are required to complete in their entirety the Release of Liability form and Damage Release form when applicable. These completed forms should be handed in to RCTC, at a minimum, every 60 days. If it is discovered that a vehicle operator has entered duplicate survey numbers, not fully completed assist

records, not properly completed the release forms, or not turned the release forms in timely, the Contractor may be subject to penalties as outlined in Proposal Pricing Form.

CHP, Caltrans, and RCTC maintain strict drug and alcohol policies. Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy and an employee alcohol/drug-testing program. Any FSP vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement vehicle operator for that vehicle.

The Contractor shall be an active participant in the **DMV Pull Notice Program**.

If a vehicle operator is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs, or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the Contractor shall permanently remove that vehicle operator from duties under the FSP program. If a vehicle operator is charged with any of the above crimes, the Contractor shall immediately suspend that vehicle operator from duties under this program pending the outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, RCTC retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program.

## **7.2 Operator Training**

At the Contractor's expense, all company owners, Toll FSP vehicle operators, and back-up vehicle operators shall be required to present a certificate of completion of a SHRP 2/TIMS training course and to complete the CHP two-day training program which costs approximately \$50.00 per vehicle operator (fee is for the DL64 Tow Truck Driver Certificate and fingerprinting). Contractors shall pay all FSP operators and back-up vehicle operators for attending the training. No vehicle operator will be allowed to begin patrolling without meeting the requirements set forth in the SOP. Any vehicle operator who is found on patrol meeting the requirements may be prohibited from further FSP service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be attended. A minimum of four (4) hours refresher training per year shall be required (at Contractor's expense). **Contractors shall pay all Toll FSP vehicle operators and back-up vehicle operators for attending the required training.**

Vehicle operators will be required to utilize DCD equipment to input information about mileage, inspection, and each assist, which will include: location, vehicle make, model, license number, type of assistance provided, etc. Vehicle operators will be trained on using DCD equipment to enter data.

## **7.3 Operator Driving Record and Criminal History Check**

As required by California Vehicle Code Section 2340, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and preliminary criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in this SOP (refer to Chapter 11, Annex A).

The preliminary criminal history check will consist of a preliminary background check to determine if the applicant meets the criteria for a California Tow Truck Driver Certificate as outlined in California Public Resources Code Section 5164, California Vehicle Code Section 13377 and the FSP Contract. In addition, RCTC and SANBAG, or the CHP may, in its sole discretion, require an Employer to replace any driver or reject a potential driver who it determines is not suitable to represent the FSP Program with the public. If the applicant passes the preliminary criminal history check, the applicant shall submit to fingerprinting.

Driver's license and preliminary criminal history checks will be completed by CHP within ten (10) working days of the acceptance of a CHP 234F.

#### **7.4 Vehicle Operator Uniform**

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, boots, name plate and other equipment. The equipment includes navy blue coveralls or shirts and pants. If coveralls are worn, they shall have a zip front.

Sleeves and pant legs shall be moderately tapered to avoid excessive fullness.

A safety vest with reflective stripes shall be worn and supplied by RCTC. RCTC will supply vests with the FSP logo patches already sewn on per CHP's required patch placement locations. An FSP logo patch is not required to be sewn on the navy blue FSP vehicle operator uniform.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name above the right chest pocket on the safety vest. The contractor is responsible for obtaining CHP approval of the drive name plates, and the contractor is responsible for the purchase and placement of the FSP vehicle operator name plate.

All FSP vehicle operators shall wear general duty black work boots with protective steel toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/coveralls. A navy blue jacket may also be worn as a Contractor's option if it meets all the uniform specifications and is worn under the safety vest. Rain gear, if worn, shall be waterproofed material and yellow in color.

Hats, if worn, shall be baseball-type caps and navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and only worn with a jacket under the vest or long sleeve shirt.

**Contractor should refer to the most current SOP to ensure they are following the most recent requirements.** SOP revisions and updates shall be unilaterally issued by RCTC, as deemed necessary by RCTC management, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package.

## 7.5 Local Office

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's Beat(s) hours of operation. Through the Proposal document shown in the Contractor Representative Form, the Contractor shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the Contractor. The office shall be established within close proximity to the Contractor's Beat(s) and the County of Riverside. Also note in the Scope of Services, Section 4.4, **a backup vehicle and a certified FSP vehicle operator must be available within a 30 minute request of the Beat area.**

This requirement may also determine if the local office is close enough to satisfy the requirements under this section.

The Contractor shall also provide **telephone, fax service, and email** through which he/she, or a responsible representative who has the authority to conduct business and make decisions on behalf of the Contractor, can be contacted during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. **A fax machine and an email address that is monitored daily** shall be provided for notification purposes during operational and non-service hours. The Contractor will be responsible for having a company representative monitor and review messages/notices on a daily basis.

## 7.6 Remedies and Liquidated Damages

RCTC has a need to deal contractually with a range of failures by Contractors to meet contractual standards and requirements short of suspension or termination. Failure to meet contractual standards and requirements constitute a default under the contract and is subject to the various remedies provided in the contract, up to and including termination of the contract.

It is clear that any default that is related to service or contractor's readiness for service will either degrade service or lead to the degradation of service. The failure to meet contractual standards and requirements, therefore, causes damages to the FSP program and its participants (RCTC, CHP and Caltrans) and to the public being served by the FSP program. Because of the public service nature of the mission of the FSP, described generally in the Standard Operating Procedures (SOP), to keep traffic and commerce flowing on the regional freeways, the damages arising from contractor's failure to meet the contractual standards and requirements are impractical or extremely difficult to ascertain on an individual basis.

The contract has therefore established a series of remedies to attempt to deal with a range of defaults. The most egregious default will result in suspension or termination. Lesser defaults will result in the assessment of liquidated damages. These lesser remedies have been described in the SOP as fines, violations or penalties. This is not a correct characterization of the intent of the remedies. The remedies arise because the contractor is in default and the FSP and the public it serves is damaged by that default. The remedies are to compensate FSP for its damages and to encourage compliance with performance requirements of the contract.

**EXHIBIT “B”**

**Compensation and Payment**

**[INSERT FINAL PRICE PROPOSALS FROM CONTRACTOR’S PROPOSAL]  
And MOBILIZATION COST PAYMENT FORM, IF APPLICABLE**

DRAFT

## Agreement No. 17-45-061-05

**AMENDMENT NO. 5 TO AGREEMENT  
BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION, ACTING  
AS THE RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY  
EMERGENCIES, FOR FREEWAY SERVICE PATROL FOR BEAT #18 AND #19  
WITHIN RIVERSIDE COUNTY WITH PEPE'S TOWING  
SERVICES**

1. PARTIES AND DATE

This Amendment No. 5 for Freeway Service Patrol Services is made and entered into as of \_\_\_\_\_, 2022, by and between the Riverside County Transportation Commission, a public entity ("Commission"), acting as the Riverside County Service Authority for Freeway Emergencies (referred to herein as "SAFE"), and Pepe's Inc., a California corporation doing business as Pepe's Towing Services (referred to herein as "Contractor"). SAFE and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties".

2. RECITALS

- 2.1 SAFE and Contractor have entered into an agreement dated October 1, 2017, for the purpose of providing Freeway Service Patrol ("FSP") services on Beat No. 18 and 19 within Riverside County (the "Master Agreement").
- 2.2 SAFE and Contractor amended the Master Agreement on July 9, 2019 ("Amendment No. 1"), in order to add construction FSP services required for the State Route 60 truck lane construction project (the "60 TL Project").
- 2.3 SAFE and Contractor amended the Master Agreement on June 10, 2020 ("Amendment No. 2"), in order to exercise the first one-year option extending the term to September 30, 2021 and add construction FSP services required for the Caltrans 1-10 Tune-Up construction project ("1-10 Tune-Up Project") between Pennsylvania Avenue in Beaumont to SR-111 in Cabazon.
- 2.4 SAFE and Contractor entered into an Amended and Restated Amendment No. 2 to the Master Agreement ("Restated Amendment No. 2") on September 25, 2020 to expressly include the term extension.
- 2.5 SAFE and Contractor amended the Master Agreement on September 30, 2021, in order to exercise the second one-year option extending the term to September 30, 2022.



- 2.6 SAFE and Contractor amended the Master Agreement on July 13, 2022 in order to add fuel relief reimbursement.
- 2.7 SAFE and Contractor now desire to amend the Master Agreement in order to extend the term of the Master Agreement and provide a new hourly rate for Beat No. 18 and 19.

### 3. TERMS

- 3.1 The term of the Master Agreement, as set forth in Section 3.4 of the Master Agreement, shall be extended through March 31, 2023.
- 3.2 Services for Beat No. 18 and 19 shall be compensated as follows:

#### SCHEDULE OF HOURLY RATES

Classification	Hourly Rates
Contract – tow truck operators	<u>\$103.95</u>

- 3.3 The maximum not to exceed value of the Master Agreement shall not exceed Four Million, Two Hundred Ninety-Six Thousand, Eight Hundred Seventy-Two Dollars (\$4,296,872).
- 3.4 Except as amended by this Amendment No. 5, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 5.
- 3.5 This Amendment No. 5 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.6 A manually signed copy of this Amendment No. 5 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 5 for all purposes. This Amendment No. 5 may be signed using an electronic signature.
- 3.7 This Amendment No. 5 may be signed in counterparts, each of which shall constitute an original.

**[Signatures on following page]**

**SIGNATURE  
PAGE TO  
AGREEMENT NO. 17-45-061-05**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first herein above written.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**PEPE'S, INC.  
DBA PEPE'S TOWING SERVICES**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM

ATTEST:

By: \_\_\_\_\_  
Best Best & Krieger  
General Counsel

By: \_\_\_\_\_

Its: \_\_\_\_\_

\* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.



**Agreement No. 16-45-103-05**

**AMENDMENT NO. 5 TO  
AGREEMENT FOR FREEWAY SERVICE PATROL SERVICES  
FOR BEAT NO. 91-T AND BEAT NO.15-T  
WITH E&S TOWING ENTERPRISES, INC. D/B/A STEVE'S TOWING**

**1. PARTIES AND DATE**

This Amendment No. 5 is made and entered into as of \_\_\_\_\_, 2022 by and between the Riverside County Transportation Commission acting in its capacity as the Riverside Service Authority for Freeway Emergencies ("SAFE"), a public entity, and E&S Towing Enterprises, Inc., a California corporation d/b/a Steve's Towing (referred to herein as "CONTRACTOR").

**2. RECITALS.**

- 2.1 SAFE and CONTRACTOR have entered into an agreement, dated December 29, 2016, for the provision of freeway patrol services on Beat No. 91-T on behalf of the SAFE (the "Master Agreement").
- 2.2 SAFE and CONTRACTOR have entered into an Amendment No. 1 to the Master Agreement, dated September 23, 2019, to extend the term of the Master Agreement to December 31, 2021, for the continued provision of freeway service patrol services.
- 2.3 SAFE and CONTRACTOR have entered into an Amendment No. 2 to the Master Agreement, dated June 10, 2020, in order to amend the Scope of Services to include freeway service patrol services for the 15 Express Lanes beat (Beat No. 15-T); provide a new hourly rate and additional compensation for such Services; and allocate funds for CONTRACTOR to outfit two trucks to be used for the Services to meet FSP compliance requirements.
- 2.4 SAFE and CONTRACTOR have entered into Amendment no. 3 to the Master Agreement, dated December 30, 2021, in order extend the term of the Master Agreement, provide a new hourly rate for Beat No. 91-T, and provide additional compensation for Services.
- 2.5 SAFE and Contractor amended the Master Agreement on July 13, 2022 in order to add fuel relief reimbursement.
- 2.6 SAFE and Contractor now desire to amend the Master Agreement in order to extend the term of the Master Agreement and provide new hourly rate for Beat No. 91-T and 15-T.

**3. TERMS**

- 3.1 The term of the Master Agreement, as set forth in Section 3.4 of the Master Agreement, shall be extended through March 31, 2023.
- 3.2 Services for Beat No. 91-T and 15-T shall be compensated as follows:

## SCHEDULE OF HOURLY RATES

<u>Classification</u>	<u>Hourly Rates</u>
Contract – tow truck operators	<u>\$84.00</u>

- 3.3 The maximum compensation to be provided under this Amendment No. 5 shall not exceed One Hundred Thirty Thousand, Nine Hundred Twenty Dollars (\$130,920).
- 3.4 The maximum not to exceed value of the Master Agreement, as amended by this Amendment No. 5 shall not exceed Two Million, Two Hundred Twenty-Four Thousand, Three Hundred Forty-Seven Dollars (\$2,224,347).
- 3.5 Except as amended by this Amendment No. 5, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5.
- 3.6 This Amendment No. 5 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.7 This Amendment No. 5 may be signed in counterparts, each of which shall constitute an original.
- 3.8 A manually signed copy of this Amendment No. 5 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 5 for all purposes. This Amendment No. 5 may be signed using an electronic signature.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
AGREEMENT NO. 16-45-103-05**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the date first herein above written.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**E&S TOWING ENTERPRISES, INC.  
dba STEVE'S TOWING**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM**

**ATTEST:**

By: \_\_\_\_\_  
Best Best & Krieger  
General Counsel

By: \_\_\_\_\_

Its: \_\_\_\_\_

\* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.



# **AGENDA ITEM 7**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Aaron Hake, Deputy Executive Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	2022 Americans with Disabilities Act Self-Evaluation and Transition Plan

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to direct staff to implement the *2022 ADA Self-Evaluation and Transition Plan*.

**BACKGROUND INFORMATION AND DISCUSSION:**

The Americans with Disabilities Act (ADA) had its beginnings under Section 504 of the Rehabilitation Act of 1973, which is federal law. On July 26, 1990, ADA was signed and established as a law by then-President George H.W. Bush. The ADA is a comprehensive civil rights law prohibiting discrimination on the basis of disability and protects the rights of individuals with disabilities in employment, access to state and local government services, places of public accommodation, transportation, and other important areas of American life. The purpose of ADA is “to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities” and “to provide clear, strong, and consistent, enforceable standards addressing discrimination against individuals with disabilities.”

The ADA consists of five titles:

1. Title I Employment
2. Title II Public Entities and Public Transportation
3. Title III Public Accommodations and Commercial Facilities
4. Title IV Telecommunications
5. Title V Miscellaneous Provisions

Section 504 of the Rehabilitation Act of 1973 and ADA Title II requires any public entity with 50 or more employees to develop an ADA Self-Evaluation and Transition Plan, regardless of receiving federal financial assistance.

ADA Title II § 35.105 Self-evaluation, requires that:

- (a) *A public entity shall, within one year of the effective date of this part, evaluate its current services, policies, and practices, and the effects thereof, that do not or may not meet the requirements of this part and, to the extent modification of any such services, policies, and*

- practices is required, the public entity shall proceed to make the necessary modifications.*
- (b) A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.*
  - (c) A public entity that employs 50 or more persons shall, for at least three years following completion of the self-evaluation, maintain on file and make available for public inspection:*
    - (1) A list of the interested persons consulted;*
    - (2) A description of areas examined, and any problems identified; and*
    - (3) A description of any modifications made.*
  - (d) If a public entity has already complied with the self-evaluation requirement of a regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this section shall apply only to those policies and practices that were not included in the previous self-evaluation.*

Public entities, such as RCTC, are subject to Title II of the ADA. Title II of the ADA covers programs, activities, and services of public entities. It is divided into two subtitles; Subtitle A of Title II, is implemented by the Department of Justice's Title II regulation, and Subtitle B, covers public transportation, is implemented by the U.S. Department of Transportation's Title II regulation. The document is an assessment of RCTC's facilities to identify administrative, programmatic, and physical barriers that need to be rectified to meet the requirements of ADA Title II subtitles A and B.

For transportation-related ADA compliance on local public right of way, the Federal Highway Administration (FHWA) delegates oversight authority of ADA Title II to the California Department of Transportation (Caltrans). Furthermore, as subrecipients of United States Department of Transportation funding, public agencies are required to self-certify their compliance with this requirement in order to continue receiving federal funds. RCTC annually submits an ADA self-certification form to Caltrans.

In early 2021, after RCTC met the 50 or more-employee threshold, staff requested Bechtel, its program management consultant, to assemble a team of Licensed Architects, including California licensed, trained in Title II requirements to develop the ADA Self-Evaluation and Transition Plan. The ADA Self-Evaluation and Transition Plan is intended to identify any programmatic and physical barriers that may limit accessibility for persons with disabilities. The ADA self-evaluation included a review of RCTC's facilities, internal policies and procedures, contracting methods, training, and requirements for their consultants, contractors, and service providers.

### **ADA Self-Evaluation**

In compliance with ADA Title II § 35.105 (a), the ADA self-evaluation commenced with the survey of 14 RCTC departments to assess the level of ADA requirement awareness and identification of any physical or programmatic barriers to persons with disabilities. The team also performed field inspections of 16 facilities owned, occupied, or operated by RCTC across Riverside County. These facilities included:

- Nine (9) Commuter Rail Stations
- Perris Valley Line rail corridor
- Offices and buildings supporting the 91 and 15 express lanes
- RCTC administrative offices on Lemon Street and 10<sup>th</sup> Street in downtown Riverside

The team conducted field measurements and assessments utilizing the following codes and standards to identify if any physical barriers to persons with disabilities existed:

- Department of Justice (DOJ) 2010 ADA Standards
- 1991 ADA Standards for Accessible Design (where applicable)
- Department of Transportation (DOT) 2004 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Uniform Federal Accessibility Standards (UFAS)
- Public Right-of-Way Accessibility Guidelines (PROWAG) – Federal Highway Administration (FHWA) design guidelines for pedestrian facilities in public rights of way
- DIB-82-06 – project design per Caltrans Highway Design Manual
- Title 24 California Building Standards Code

### **Transition Plan**

The ADA evaluations produced findings that identified compliance and deficiencies related to programmatic and physical barriers. The team combined the findings from the review of the programmatic and physical barriers and developed the Transition Plan which identifies the structural (physical) changes required to make RCTC's buildings and facilities accessible. In addition, the Transition Plan contains an Action Plan which identifies non-structural solutions to programmatic and physical barriers. The actions include recommendations for modifications to RCTC's policies, procedures, and training to ensure compliance with ADA requirements. The tables below provide a summary of the number of barriers identified during the self-evaluation.

RCTC Process / Procedures Evaluated	Number of Programmatic Barrier Identified
General Nondiscrimination	28
Effective communication	10
Website Accessibility	5
Administrative Requirements	3

Some of the programmatic barriers identified included staff not being aware of all the ADA requirements applicable to their area of responsibility. This can be addressed by focused training on ADA requirements and providing all staff with RCTC's existing policies and procedures that cover ADA requirements.

RCTC Facilities	Physical Barriers
West Corona	20
North Main Corona	17
La Sierra Station	12
Riverside Downtown Station	18
Pedley Station	14
Downtown Perris Station	6
Hunter Park	8
Moreno Valley / March Field	5
South Perris Station	4
RCTC Office – Lemon St.	14
RCTC Office – 10 <sup>th</sup> St.	9
Regional Operations Center	8
Customer Service Center	7
FAM Warehouse	16
TUB-1	5
TUB-2	5

Some examples of the physical barriers identified include, cracked and uneven (slope exceeds ADA requirements) concrete at the stations, missing ADA compliant signage in the offices, door closures needing to be adjusted as the closure speed is in excess of the standards, placement of furniture, materials, or equipment within the clear zone around an accessible door, placement of counter tops exceeding the ADA compliant standards.

### **Public Review of the ADA Self-Evaluation and Transition Plan**

In compliance with ADA Title II § 35.105 (b), a public review and comment period was conducted. Listed below are organizations representing individuals with disabilities, that were notified by postal mail and email of the release of the self-evaluation and that were invited to participate by submitting comments. The public review and comment period was from April 18, 2022, through May 28, 2022.

Organization	Address	Email /Mailing Address
Commission on Disabilities, City of Riverside, CA.	3900 Main Street, 7th Floor Riverside, CA 92522	<a href="mailto:city_clerk@riversideca.gov">city_clerk@riversideca.gov</a>
Community Access Center	6848 Magnolia Ave # 150 Riverside, CA 92506	<a href="mailto:execdir@ilcac.org">execdir@ilcac.org</a>
Californians for Disability Rights	1193 17th Street Los Osos, CA 93402	<a href="mailto:asseenbyme2020@gmail.com">asseenbyme2020@gmail.com</a> <a href="mailto:barnonhill@icloud.com">barnonhill@icloud.com</a>
California Department of Rehabilitation: Riverside District Office	2010 Iowa Avenue Riverside, CA 92507	P.O. Box 944222 Sacramento, CA 94244-2220

Riverside County Office on Aging	3610 Central Avenue Riverside, CA 92506	Riverside County Office on Aging P.O. Box 2099 Riverside, California 92516
Developmental Disabilities Area Board 12: Information and Advocacy	13800 Heacock Street Moreno Valley, CA 92533	<a href="mailto:sanbernardino@scdd.ca.gov">sanbernardino@scdd.ca.gov</a>
Inland Regional Center: Developmentally Disabled Services	1365 S Waterman Avenue San Bernardino, CA 92408	P.O. Box 19037 San Bernardino, CA 92423
Mayor's Commission on Aging	3900 Main Street Riverside, CA 92522	<a href="mailto:tridley@riversideca.gov">tridley@riversideca.gov</a>
Blindness Support Services Inc	3696 Beatty Dr # A, Riverside, CA 92506	<a href="mailto:info@blindnesssupport.com">info@blindnesssupport.com</a>
Citizens and Specialized Transit Advisory Committee	4080 Lemon Street, 3 <sup>rd</sup> Floor Riverside, Ca 92501	<a href="mailto:specializedtransit@rctc.org">specializedtransit@rctc.org</a>
Riverside County Transportation Network Distribution List	Various	Various – over 500 on distribution list

In addition, RCTC promoted and solicited comments through social media and regional and local partners, including cities and transit operators. The document was posted on the RCTC website (RCTC.org) and a physical copy was available at the RCTC main office. A presentation was made to RCTC's Citizens and Specialized Transit Advisory Committee on April 11, 2022.

One comment was received from the Independent Living Partnership. The comment confirmed receipt of the notice and included a link to their news release on a study: "Transportation Bill of Rights Issued for Persons with Disabilities." RCTC received no other comments.

Lastly, in compliance with ADA Title II § 35.105 (c), the 2022 Self-Evaluation and Transition Plan has been updated to reflect the public review and comment period, and the report will be maintained on file for at least three years for public inspection on RCTC's website. In addition, a physical copy will be available at RCTC's office.

ADA Title II § 35.105 (d), noted as a requirement above, is not applicable as this document is the first self-evaluation conducted by the Commission.

### **Next Steps**

Staff recommends the Commission direct staff to implement the 2022 ADA Self-Evaluation and Transition Plan. If directed to do so, staff will address the deficiencies found during the self-evaluation by following the recommendations. The Transition Plan and Action Plan lay out a schedule to implement the corrective actions as funding becomes available and with some of the

physical deficiencies addressed via RCTC's annual facilities maintenance plan recommendations were provided in the Transition Plan to address the physical barriers which also included estimated construction costs. The estimated total construction cost to address the physical barriers is approximately \$2 million dollars.

**Fiscal Impact**

This item is not anticipated to have a fiscal impact, but any specific improvements associated with the corrective actions that will have fiscal impact will be brought back to the Commission for approval.

Attachment: 2022 ADA Self-Evaluation and Transition Plan – Click on the Link: <https://www.rctc.org/wp-content/uploads/2022/08/7.AH.A1.RCTC-ADA-Self-evaluation-and-transition-plan-1.pdf>

*Approved by the Budget and Implementation Committee on August 22, 2022*

In Favor: 8 Abstain: 0 No: 0

# **AGENDA ITEM 8**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Western Riverside County Programs and Projects Committee Joie Edles Yanez, Capital Projects Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Agreement for Preparation of Plans, Specifications and Estimate for the Mid County Parkway Project Construction Package No. 3 along Ramona Expressway

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Award Agreement No. 23-31-007-00 to Jacobs Engineering Group to prepare plans, specifications, and estimates (PS&E) for the Mid County Parkway Construction Package No. 3 (MCP3) from approximately one mile east of Rider Street to Warren Road along the Ramona Expressway (Project), in the county of Riverside in the amount of \$10,642,182 plus a contingency amount of \$2,357,818 for a total amount not to exceed \$13,000,000;
- 2) Approve the use of \$5,686,000 of state Senate Bill 1 Local Partnership Program (LPP) Formula funds for Project design;
- 3) Approve the use of \$7,314,000 of Transportation Uniform Mitigation Fee - Community Environmental Transportation Acceptability Process (TUMF-CETAP) funds for Project design;
- 4) Approve Cooperative Agreement No. 23-31-004-00 with County of Riverside Transportation and Land Management Agency (CRTLMA) for MCP3 final design, right of way (ROW) acquisition, construction, and maintenance. This agreement includes a \$1,000,000 contribution by CRTLMA to RCTC for the MCP 3 project;
- 5) Approve Agreement Nos. 23-31-005-00 and 23-31-006-00 with Rivers & Land Conservancy and the use of \$1,004,672 of Measure A funds for endowment toward the conservation easement of Sweeney and San Timoteo Canyon mitigation sites;
- 6) Approve the use of \$15,000,000 [\$13,279,500 of Surface Transportation Block Grant Program (STBG) and a match of \$1,720,500 of TUMF-CETAP] for right of way corridor (ROW) preservation within MCP Construction Package 2 (MCP2) limits;
- 7) Authorize the Executive Director, pursuant to legal counsel review, to finalize the conservation easement and endowment mitigation agreements on behalf of the Commission;

- 8) Authorize the Executive Director to make changes between fund types within the total amounts approved by the Commission to facilitate the most efficient use of funds;
- 9) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 10) Authorize the Executive Director or designee to approve contingency work as may be required for the Project.

### **Ultimate MCP Project Background**

The MCP is a proposed 16-mile east-west highway that will stretch from State Route-79 in the Hemet Valley to Interstate (I)-215 at Placentia Avenue in the city of Perris (City). In 1998, as part of the Community and Environmental Transportation Acceptability Process (CETAP) the Commission identified new major transportation facilities to serve the current and future transportation needs of Western Riverside County while preserving critical habitat. This process represented a balanced approach to the provision of important transportation improvements, while limiting the impacts on communities and the environment. The CETAP corridors are an integral part of the County's general plan and the Multiple Species Habitat Conservation Plan (MSHCP). As part of the CETAP, the Commission approved moving forward with project level environmental studies for the MCP project on December 13, 2003.

At its April 2015 meeting, the Commission as the lead agency under the California Environmental Quality Act (CEQA) certified the final environmental impact report, adopted findings pursuant to CEQA, adopted a mitigation monitoring and reporting program, adopted a statement of overriding considerations, and approved the MCP project. As the lead agency under the National Environmental Policy Act (NEPA), FHWA approved the final environmental impact statement on April 15, 2015, and issued a record of decision for the MCP project in August 2015.

As the Commission developed its Strategic Assessment, which was approved in January 2016, it was recognized that in order to deliver major new corridor projects such as the MCP and 79 Realignment, separate smaller construction packages would have to be developed that are fundable and buildable, and at the same time provide immediate public benefit. Staff was directed to study phasing and prioritization alternatives to determine if/how projects could be scaled or deferred, to reflect funding constraints and state and federal policy challenges.

The I-215/Placentia Avenue Interchange project was the first construction package along MCP, which is scheduled to complete in September 2022.

Following the completion of the I-215/Placentia Avenue interchange project, RCTC intended on beginning design and ROW efforts for the subsequent project, MCP2, in the City and unincorporated county of Riverside. This project included constructing approximately three miles of the 16-mile MCP from Wilson Avenue to Ramona Expressway.

### **MCP 3 Development**

At the February 28, 2022 Committee meeting, staff planned to present an item to award an agreement for preparation of PS&E for the MCP2 from Redlands Avenue to Ramona Expressway. The City objected to the project so the Committee directed staff to meet with the City to try to address its objections.

After holding several meetings with the City to attempt to resolve its concerns, the Commission on May 11, 2022, adopted a decision to defer work on MCP2. Instead, staff was directed to work with the CRTLMA to develop a scope for an alternative construction package within the County jurisdiction, along Ramona Expressway, to address ongoing safety issues and continue progress on the overall MCP project.

Commission and CRTLMA staff met to develop the scope for a project that would address the goals noted above and they successfully identified a roughly 8.6-mile segment of Ramona Expressway from approximately one mile east of Rider Street to Warren Road. This segment experiences the highest occurrence of accidents and fatalities along the Ramona Expressway and would advance a significant section of the MCP.

The existing Ramona Expressway within this segment consists of one lane in each direction with passing lanes in a few locations. The proposed improvements will add two new westbound lanes to the existing two lanes, restriping to convert the existing Ramona Expressway into two eastbound lanes, a raised median with delineators to separate the eastbound and westbound travel lanes, a new bridge over the San Jacinto River, and traffic signals at several intersections. This segment is included in the original MCP and the proposed improvements are consistent with the ultimate MCP. See Attachment 1 Exhibit Map.

### **Procurement Process**

Due to the similar nature in the scopes of work between MCP2 and MCP3, staff is recommending the procurement process used for MCP2 be used to award MCP3 as described below.

Pursuant to Government Code 4525 et seq, selection of architectural, engineering, and related services shall be made on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement of PS&E services for the Project. Evaluation criteria included elements such as qualifications of firm, staffing and project organization, project understanding and approach, and the ability to respond to the requirements set forth under the terms of the request for qualifications (RFQ).

RFQ No. 21-31-119-00 for preparation of PS&E for the MCP2 Project was released by staff on August 5, 2021. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 132 firms downloaded the RFQ; 33 of

these firms are located in Riverside County. A pre-submittal meeting was held on August 12, 2021 and was attended by 18 firms. Staff responded to all questions submitted by potential proposers prior to the August 19, 2021 clarification deadline. Five firms – HDR Engineering and WKE (Riverside, CA); Jacobs Engineering Group (Ontario, CA); Mark Thomas & Company (Irvine, CA); TranSystems Corporation (Ontario, CA); and T.Y. Lin International (Ontario, CA) submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on September 16, 2021. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Bechtel, and CRTLMA of Riverside staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited two firms, Jacobs Engineering Group and T.Y. Lin International, to the interview phase of the evaluation and selection process. Interviews were conducted on October 28, 2021.

The evaluation committee conducted a subsequent evaluation of each firm, based on both written and interview components presented to the evaluation committee by each proposer. Accordingly, the evaluation committee recommended contract award to Jacobs Engineering Group to provide PS&E services for MCP2, as it earned the highest total evaluation score.

Jacobs Engineering Group was selected to perform the PS&E for the MCP2 based on their qualifications and experience. The scope of work originally anticipated is similar in nature to the scope in the newly prioritized section from approximately one mile east of Rider Street to Warren Road. In addition, there is an urgency by RCTC and the CRTLMA to begin the design of this section to address safety concerns.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from Jacobs Engineering Group for the Project services and established a fair and reasonable price. The proposed cost, including contingency, is \$13,000,000. A 22.16 percent contingency is assumed for this project. The contingency has been established at a higher amount than the typical 10 percent for most contracts due to the expedited nature of this project and unknown issues that may arise during the design development. Staff anticipates the PS&E will be completed mid-2024.

### **Agency Agreements**

#### **CRTLMA Cooperative Agreement**

A cooperative agreement with CRTLMA is required to identify the Commission and CRTLMA responsibilities for final design, right of way, construction, and operation and maintenance. The Project will be designed in accordance with CRTLMA standards and at the completion of construction will become part of the CRTMLA's highway system.

As part of the agreement, CRTLMA is contributing \$1,000,000 for the construction of MCP3. In addition, to address concerns raised by the Commission following the sequence of events that led to MCP2 not moving forward, the cooperative agreement includes language to address the Commission's concerns about CRTLMA withdrawing support for the project, and to allow RCTC to recover project costs expended from the effective date of the cooperative agreement. This language has been discussed and reviewed with CRTLMA and RCTC legal counsel.

### **Rivers & Land Conservancy Endowment Agreement**

In December 2015, the Commission purchased 154.3 acres of land (referred to as the Sweeney parcel), which satisfied a majority of the MSHCP habitat requirements for the ultimate MCP project. In July 2020, the Commission purchased an additional 32.63 acres of land (referred to as the San Timoteo Canyon parcel), which satisfies the remaining environmental mitigation requirements for the MCP Project. These lands will be monitored and maintained by the Commission for a five-year period that began in 2021 before they are transferred to Rivers & Land Conservancy. As such, the Project requires an endowment and conservation easement agreement with the Rivers & Land Conservancy in the amount of \$1,004,672 to satisfy the conditions set forth in the California Department of Fish and Wildlife (CDFW) 1602 Permit. The endowment will provide a one-time contribution for maintenance of the property in perpetuity.

### **Right of Way**

The Commission previously programmed \$36,939,000 of Surface Transportation Block Grant (STBG) federal funds for acquisition of ROW for MCP2. Of this amount, approximately \$21,939,000 of the funds will be reprogrammed onto MCP3 construction, leaving approximately \$15,000,000 on MCP2. Several core parcels needed for the ultimate alignment of the MCP may soon be at imminent risk of development. Leaving this funding in place will allow staff to proceed with acquisition of some of the parcels before they are developed. The remaining funds will be moved to construction of MCP3.

It is anticipated that most of the work for MCP3 will be within CRTLMA's ROW along Ramona Expressway. Only minimal ROW will be needed near the area of the new bridge over the San Jacinto River and if a signalized intersection needs additional ROW. The details of this ROW impact will be determined during the final design of the project.

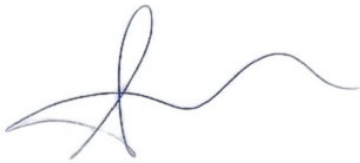
### **Fiscal Impact**

#### **Funding Source Breakdown**

Item	Dollar Amount	Fund Source
1 MCP 3 PS&E Services	\$5,686,000	LPP Formula
	<u>\$7,314,000</u>	TUMF CETAP
	<b>\$13,000,000</b>	
2 Conservation Easement Endowment Funds	<b>\$1,004,672</b>	Measure A
3 MCP 2 ROW Preservation	\$13,279,500	STBG
	<u>\$1,720,500</u>	TUMF CETAP (match)
	<b>\$15,000,000</b>	
4 CRTLMA Contribution for MCP 3 Project	<b>\$1,000,000</b>	CRTLMA
<b>Total</b>	<b>\$30,004,672</b>	

#### **Expenditure Schedule**

Item	FY 2022/23	FY 2023/24+	GL/Project Accounting No.
1 MCP 3 PS&E Services	\$3,250,000	\$9,750,000	002328
2 Conservation Easement Endowment Funds	\$1,004,672	0	002320
3 MCP 2 ROW Preservation	0	\$15,000,000	002324
4 CRTLMA Contribution for MCP	0	\$1,000,000	NA
<b>Total</b>	<b>\$4,254,672</b>	<b>\$25,750,000</b>	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2022/23 FY 2023/24+	Amount:	\$4,254,672 \$25,750,000
Source of Funds:	LPP \$5,686,000 TUMF CETAP \$9,034,500 STBG \$13,279,500 Measure A \$1,004,672 CRTLMA Contribution \$1,000,000			Budget Adjustment:	No
GL/Project Accounting No.:	002328 81102 00000 0000 261 31 81101 MCP 3 002320 81405 00000 0000 261 31 81405 MCP Endowment 002324 81401 00000 0000 261 31 81401 MCP 2				
Fiscal Procedures Approved:				Date:	08/11/2022

Attachments:

- 1) Exhibit Map – Approximately One Mile East of Rider Street to Warren Road
- 2) Agreement No. 23-31-007-00 with Jacobs Engineering Group
- 3) Agreement No. 23-31-004-00 with CRTLMA
- 4) Agreement No. 23-31-005-00 with Rivers & Land Conservancy for San Timoteo Canyon Mitigation Endowment Agreement
- 5) Agreement No. 23-31-006-00 with Rivers & Land Conservancy for Sweeney Mitigation Endowment Agreement

<i>Approved by the Western Riverside County Programs and Projects Committee on August 22, 2022</i>					
In Favor:	9	Abstain:	0	No:	0





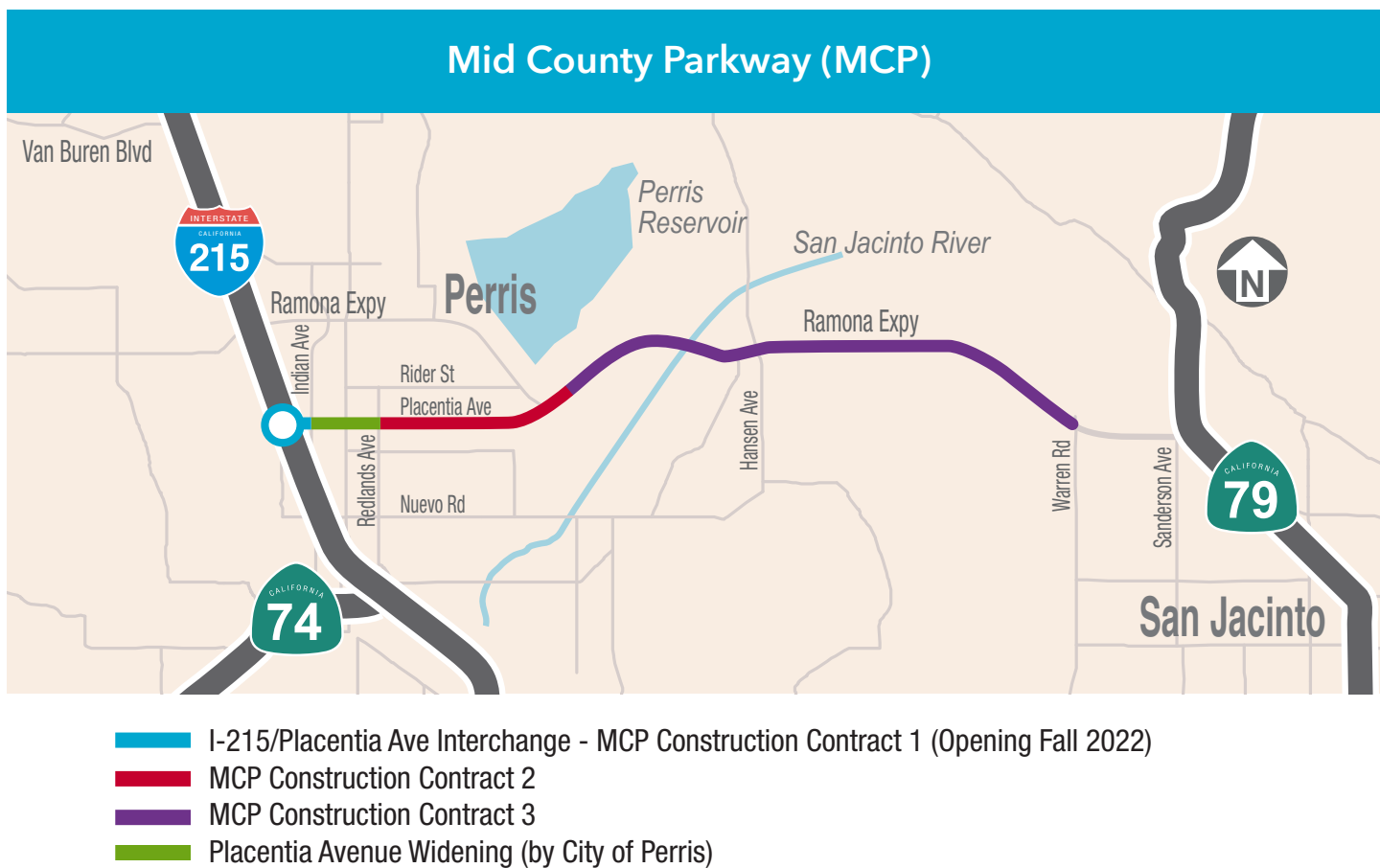


Figure 1. Ultimate MCP Project Layout

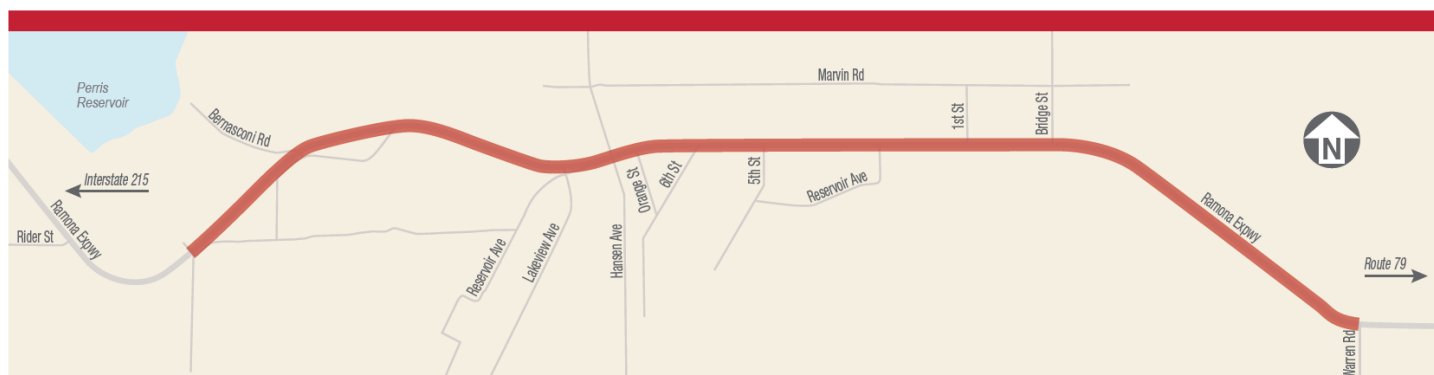


Figure 2. MCP 3 Layout



**AGREEMENT NO. 23-31-007-00**

**MODEL  
PROFESSIONAL SERVICES AGREEMENT  
  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
JACOBS ENGINEERING GROUP INC.  
FOR  
PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES  
AND ESTIMATES  
FOR THE  
MID COUNTY PARKWAY PROJECT CONSTRUCTION CONTRACT NO. 3**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and JACOBS ENGINEERING GROUP INC. ("Consultant"), a CORPORATION.

**2. RECITALS.**

2.1 On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.2 Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

2.3 On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction management, engineering surveying and testing services to public clients, is licensed in the State of California (as necessary), and is familiar with the plans of the Commission.

2.5 The Commission desires to engage Consultant to render such services for the Mid County Parkway Project Construction Contract No. 3 ("Project"), as set forth in this Agreement.

### **3. TERMS.**

3.1 General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional construction management, engineering surveying and testing services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3.3 Term. The term of this Agreement shall be from the date of execution of this Agreement or the date of issuance of the Notice to Proceed by the Commission, whichever occurs first, to the issuance by the Commission to Consultant of a Notice of Final Acceptance, as defined in paragraph 3.12 below, or December 31, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.4 Commission's Representative. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Representative for the performance of this Agreement ("Commission's Representative"). Commission's Representative shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Representative shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.5 Consultant's Representative. Consultant hereby designates Alicia Cannon to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this

Agreement. Consultant shall work closely and cooperate fully with Commission's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Representative.

3.6 Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions of Section 3.14. The key personnel for performance of this Agreement are identified in the attached organization chart.

3.7 Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Representative in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with the Project. In the event that Commission's Representative, in his sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this agreement, Commission's Representative may require Consultant to revise and resubmit the work at no cost to the Commission.

3.8 Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

3.9 Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.10 Opportunity to Cure. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant.

3.11 Inspection of Work. Consultant shall allow the Commission's Representative to inspect or review Consultant's work in progress at any reasonable time.

3.12 Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth in Section 3.3, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

3.13 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by a governmental body. If the Consultant performs any work knowing it to be

contrary to the requirements of laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.14 Termination.

3.14.1 Notice; Reason. Commission may, by written notice to Consultant, terminate this Agreement, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for Commission's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement, including, but not limited to, the failure of Consultant to timely perform Services pursuant to the Schedule of Services described in Section 3.15 of this Agreement. Consultant may not terminate this Agreement except for cause.

3.14.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

3.14.3 Effect of Termination For Convenience. If the termination is to be for the convenience of the Commission, the Commission shall compensate Consultant for Services fully and adequately provided through the effective date of termination. Such payment shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Representative to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

3.14.4 Effect of Termination for Cause. If the termination is for cause, Consultant shall be compensated for those Services which have been fully and adequately completed and accepted by the Commission as of the date the Commission provides the Notice of Termination. In such case, the Commission may take over the work and prosecute the same to completion by agreement or otherwise. Further, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in Section 3.9. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.



3.14.5 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.14.6 Procurement of Similar Services. In the event this Agreement is terminated, in whole or in part, as provided by this Section, the Commission may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.14.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

### 3.15 Schedule and Progress of Services.

3.15.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Representative, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.15.2 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Representative.

3.15.3 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Representative and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

3.15.4 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will

indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

### 3.16 Delay in Performance.

3.16.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

3.16.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 3.16.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

3.16.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

### 3.17 Status of Consultant/Subconsultants.

3.17.1 Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

3.17.2 Prevailing Wages. By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Copies of the prevailing rate of per diem wages are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Certified Payrolls are to be submitted whenever required by Prevailing Wage laws.

3.17.3 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.17.4 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. If Consultant wishes to use a firm as a subcontractor which is not specified in the proposal upon which this Agreement was awarded, prior written approval must be obtained from the Commission. The Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Consultant has, as part of its proposal, identified certain companies/firms that will be subconsultants utilized by Consultant ("Subconsultants") for Project delivery. A list of said Subconsultants is attached hereto as Exhibit "C" and made a part hereof. The Commission hereby approves the use by Consultant of the Subconsultants identified in Exhibit "C". In the event and prior to the replacement of any Subconsultant approved herein, the Consultant shall seek and obtain the Commission's written approval. Exhibit "C" also sets forth the rates at which each Subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. The cost of Addition Direct Costs, as defined in exhibit "C," shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C".

Consultant acknowledges that approval of Consultant's utilization of the identified Subconsultants together with the incorporation of Subconsultants' rate schedules and cost proposals into this Agreement shall in no way be construed to create any contractual relationship between any Subconsultant and the Commission. The Subconsultant rate schedules and cost proposals contained herein are for accounting purposes only. In the event that any Subconsultant shall bring any action, claim or proceeding purporting to enforce any right purportedly arising under this Agreement, the Consultant shall be responsible for the Commission's reasonable legal fees without regard to the merits of any such claim.

### 3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid

for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission'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 or other similar medium without the prior written consent of Commission.

3.19.1 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers,

employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

**3.19.2 Indemnification.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold City, its council, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be

rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its council, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

### 3.20 Insurance.

3.20.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.20.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same types of insurance for the duration of the Agreement. Consultant's insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *if Consultant has employees, Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal and advertising injury and property damage. If General Liability Insurance or includes a general aggregate limit, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily

injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Statutory Workers' Compensation limits as required by the applicable Labor Code and Employer's Liability limits of no less than \$1,000,000 per accident for bodily injury or disease.

3.20.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim.

3.20.4 Aircraft Liability Insurance. Consultant, *prior* to the direct or indirect use of any civil aircraft to provide Service under this Agreement, shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit of not less than \$5,000,000 per each occurrence. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, its directors, officials, officers, employees, consultants, and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

3.20.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A.1) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(A.2) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its council, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its council, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its council, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.



(B.1) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B.2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its council, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, council, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.20.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the

Commission, its directors, officials, officers, employees and agents; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.20.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the Commission.

3.20.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.20.9 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

3.21 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.22 Fees and Payment.

3.22.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall be on the basis of direct costs plus a fixed fee as further set forth in Exhibit "C" and shall not exceed the maximum amount of Ten Million Six

Hundred Forty-Two Thousand, One Hundred Eighty-Three Dollars (\$10,642,183), without written approval of Commission's Executive Director.

3.22.2 Payment of Compensation. Consultant shall submit a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the Statement. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other authorized officer.

3.22.3 Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement as permitted by law or authorized by the Commission. .

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

3.22.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

### 3.23 Prohibited Interests.

3.23.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

3.23.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.23.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and/or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.23.4 Covenant Against Contingent Fees. The Consultant represents and warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to Section 3.14, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3.23.5 Covenant Against Expenditure of Local Agency, State or Federal Funds for Lobbying. **Omitted Intentionally**

3.24 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. The Federal Acquisition Regulations in Title 48, CFR 31 shall be the governing factors regarding allowable elements of cost. All such records shall be clearly identifiable. Consultant shall allow a representative of the Commission or any duly authorized representative of the Commission during normal business hours to examine, audit, and make transcripts or copies of any and all ledgers and books of account, invoices, vouchers, canceled checks, and any other records or documents created pursuant to this Agreement. All such information shall be retained by Consultant for at least three (3) years following termination of this Agreement.

3.25 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin,

ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.26 Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project. As required, Consultant shall cooperate fully with any other consultant engaged by the Commission on the Project.

3.27 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.28 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and, all other costs of such actions.

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

3.30 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.31 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONSULTANT:**

Jacobs Engineering Group, Inc.  
3257 E. Guasti Road, Suite 120  
Ontario, CA 91761

Attn: Alicia Cannon

**COMMISSION:**

Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501

Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.33 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.34 Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

3.35 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.36 Provisions Applicable When Federal Department of Transportation Funds Are Involved. Omitted Intentionally

3.37 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By:

\_\_\_\_\_  
Anne Mayer  
Executive Director

**CONSULTANT**

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*Approved as to Form:*

By:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

**MODEL AGREEMENT - EXHIBIT "A"**  
**SCOPE OF SERVICES**

DRAFT



# **Mid County Parkway Project Construction Contract No. 3 Roadway Design from approximately 1 mile east of Rider Street to Warren Road and Bridge Design of the San Jacinto River Bridge (Preparation of Plans, Specifications and Estimates, PS&E) (06/13/2022)**

## **GENERAL ASSUMPTIONS**

This package consists of widening of existing Ramona Expressway from approximately 1 mile east of Rider Street to Warren Road. The road will be widened to provide two lanes in both the east and westbound direction and includes a new bridge over the San Jacinto River for two lanes of traffic in the eastbound direction. The existing San Jacinto River bridge will be used to accommodate the two westbound lanes and no improvements will be made to the existing San Jacinto River bridge. Four traffic signals, including three modifications and one new signal will be included.

The following are general assumptions that apply to the entire scope of work:

- Submittal will be in electronic format submitted via Jacobs File Transfer Site or Project Sharepoint site. No hard copies are anticipated.
- Review of any deliverable will be accomplished with one review cycle, and all responses will be coordinated for concurrence prior to addressing them to make sure the comments are understood and addressed accordingly.
- PS&E submittals will be reviewed in a maximum of thirty (30) working days.
- Design will use Bentley Microstation Connect and OpenRoads software for all design drawings.
- Use ProjectWise to coordinate all design drawings.
- Reports will be reviewed in a maximum of twenty (20) working days.
- Comments will be responded to on plans and reports where the actual comments were made. Jacobs will setup Bluebeam Studio Sessions for all agency reviews.
- Project plans and Special Provisions will be developed based on Riverside County Transportation Department (RCTD) standard specifications and standard plans, the 2018 Caltrans Standard Plans, and 2018 Standard Specifications. Standards will not be changed/updated for the duration of this project.
- Submittals to all agencies will conform to RCTD CADD standards for title block, presentation, scale, content, style, etc. No early design packages are anticipated or included. This will be confirmed during project kick-off meeting and documented in meeting minutes that all agencies are in concurrence with RCTD CADD format. Additional submittals required by other Agencies to conform to their standards are not included unless discussed during project kick-off meeting.
- Design Standards and Design Guidance will not change after the project starts.

## 03 Scope Assumptions

- If any design elements are revised or if new direction is provided after 65%, 90% and 100% PS&E submittal to RCTC and RCTD, such that they affect the design, will necessitate a Request for Change and Amendment.
- The 35% design submittal will be a cursory/over the shoulder review by RCTD. If any of the design elements are revised or if new direction is provided after this submittal, such that they affect the design, may necessitate a Request for Change and Amendment.
- One (1) Health and Safety Plan will be prepared for the project team under this contract.
- Assume RCTD permits will be no fee permits.
- Durations estimated at each phase.:
  - Eighteen (18) months for PS&E phase (assumed start August 2022 thru February 2024)
  - Five (5) months for Bidding and Award phase (March 2024 thru July 2024)
  - Eighteen (18) months for Construction phase (August 2024 thru February 2026)

### TASK ASSUMPTIONS

#### Task 2. Project management, Bid Support and Design Support During Construction

##### Task 2.1 Project Management/Project Administration

- General:
  - One (1) Kickoff Meeting with all Stakeholders, five (5) staff in attendance for two hours, includes preparation of meeting agenda and minute.
  - One (1) Kickoff Meeting with Jacobs Internal Project Team, ten (10) staff in attendance for one hour, includes preparation of meeting agenda and minute.
  - Up to forty-seven (47) Monthly Progress Meetings, assumed to be one hour each, two (2) in attendance. Assume half of the meetings will be virtual and the other half in person.
  - Jacobs team will attend Utility meetings scheduled by RCTC's Utility Consultant, OPC, as needed. It is recommended that utility meetings are scheduled individually with each utility company to discuss conflicts and relocations.
  - Up to four (4) specialty meetings for one hour, and 3 staff in attendance.
  - Up to forty-seven (47) Monthly Invoices and Progress Reports including: a narrative of work performed, areas of concern, actions/approvals needed from RCTC, a schedule assessment and proposed ways to mitigate issues and problems that arise, and recommendations regarding ongoing design work.
  - Up to thirty (30) Change Log Updates to document all recommended, pending, approved and incorporated changes.
  - Up to eighteen (18) monthly schedule updates (thru PS&E only).
  - For the purposes of the PS&E scope of work, eighteen (18) PDT meetings are assumed and up to eighteen (18) monthly meetings with RCTC, meetings will include key personnel for one hour.

## 03 Scope Assumptions

- Project will last a total of forty-seven (47) months that includes eighteen (18) months of design, five (5) months of bidding assistance and award of construction contractor, and eighteen (18) months design services during construction.
- Up to thirty (30) Stakeholder meetings will be required, assuming 5 key personnel in attendance for one hour.
- Constructability review meetings with RCTC Construction Management at the 95% and 100% submittals, assume five (5) meetings with two (2) in attendance for two hours each.

### Task 2.2 Bid Support and Design Support during Construction

- Construction Contract Support:
  - Only one bid period and one contract will be needed for all the PS&E improvements.
  - The Advertising, Award, and Administration will be provided by RCTC. RCTC will be responsible for the preparation of the construction contractor's contract.
- Bid Support:
  - Attend one pre-bid meeting.
  - Provide support information for pre-bid meeting, answer questions, provide addendum
  - Bid period support will occur for 5 months. Management/Administration/Coordination: 5 months x 30 hours/month = 150 hours.
  - Prepare handouts and PowerPoint for Pre-Bid meeting= 20 hours.
  - Answer questions and provide Addenda = 250 hours.
  - We have estimated a level of effort of 420 hours would be required for bidding assistance, as listed in bullets above.
  - Since the exact level of effort cannot be determined at this time Jacobs team will update RCTC each month on expenditures incurred in order to monitor how the anticipated funds are being used and to determine if additional funds will be needed.
- Design Support during Construction:
  - It is difficult or near impossible to predict the Design Support during Construction that will be needed for this project or any project. Therefore, we have set an anticipated maximum number of hours we anticipate that would be needed as follows:
  - Management/Administration/Coordination: 24 months x 15 hours/month = 360 hours.
  - RFI's, Shop Drawings: 40 RFIs/Shop Drawings x 8 hours = 320 hours.
    - Site Visits, meetings with contractor & follow up: 20 site visits x 16 hours = 320 hours. Perform up to 20 site visits consisting of 2 people per visit. Estimated mileage of 120 miles roundtrip.
  - Change Order review requested by RCTC: 6 CCOs x 40 hours = 240 hours.

## 03 Scope Assumptions

- Drawings/information to address unforeseen field conditions: 10 drawings x 20 hours = 200 hours.
- Total estimated level of effort for Design Support during Construction = 1,440 hours
- Since the exact level of effort cannot be determined at this time Jacobs team will update RCTC each month on expenditures incurred in order to monitor how the anticipated funds are being used and to determine if additional funds will be needed.
- Jacobs will not be responsible for any construction inspection.
- Preparation of as-built drawings are included in each individual discipline scope.

### **Task 3. Civil Scope of Work**

#### **Task 3.1 General Civil Design Requirements**

- Design Standards and Format of Design Documents
  - See General Assumptions.

#### **Task 3.2 Survey Work (Coast Surveying)**

- General:
  - All surveys will be performed based on the same control utilized by Caltrans for the existing Topographic Surveys provided.
  - All control points utilized for this survey will be included and a Project Control Map provided.
  - A Record of Survey will not be provided.
  - Right of Way and Legal Descriptions will not be provided.
  - Post-construction monument perpetuation will be the responsibility of the Construction Contractor's Professional Land Surveyor.
- Topographic Site Surveys:
  - Topographic survey will be tied in to the horizontal and vertical control.
  - Survey coordinates will be provided at all tie-in locations.
  - Additional Topographic mapping at the SJ River bridge to include 2000' both east and west of existing bridge, and one mile upstream and downstream to be tied to the horizontal and vertical control.
  - Field Survey of the San Jacinto River bridge both upstream, downstream and under the bridge.
  - Cross Sections every 100' for one mile north and south of existing San Jacinto River bridge to be used for the hydraulic analysis.
- Aerial Mapping:
  - Aerial targets will be provided to tie aerial mapping into survey control.

## 03 Scope Assumptions

- An overall aerial mapping, image, and survey will be provided for the project and will include the larger area at the San Jacinto River.

### Task 3.3 Roadway Assumptions

- General:
  - Hold internal weekly meetings with all disciplines throughout the project to coordinate the work.
  - Use ProjectWise to coordinate all design and drawing files.
  - Coordinate with design team on new concepts and innovations.
  - Review all existing project documentation.
  - Gather all As-Built plans, organize and post on server.
  - Obtain the necessary permits for the project to go to construction. Estimated cost of permits has been included and will be expensed out to the project.
  - Coordination and interaction with RCTC consultant, OPC, on utility impacts.
  - Preparation of the existing utility base file which will include size, owner, offset, etc. Jacobs team will not be liable for any information related to the utility data/information provided by others. Existing utility base file will be based upon as-built information provided by each utility owner and supplemented by visual survey of above-ground utilities (e.g. poles, pedestals, vaults) and any required potholing necessary to establish the horizontal and vertical location of underground utilities.
  - Provide support to the Utility Coordination in the preparation of the following:
    - Preparation of the letter to utility owners.
    - Preparation of the utility conflict matrix.
  - Coordinate with RCTC consultant, OPC, to get the relocation plans from each utility company.
  - Preparation of Pothole drawings for utilities in potential conflict with the proposed improvements.
  - Preparation of site-specific traffic control plans for the Geotechnical borings.
  - Title, Key Map and Line Index to be included with 35%, 60%, 95%, and 100% submittals.
    - Up to 3 sheets will be required.
  - Typical Cross Sections to be included with 35%, 65%, 90%, and 100% submittals.
    - Up to 5 sheets will be required.
  - Layouts and Profiles will be combined into the same plan sheet and prepared at 40 scale with 35%, 65%, 90%, and 100% submittals.

## 03 Scope Assumptions

- Up to 45 Sheets will be required.
    - Profiles will be on top of layout sheets and will include centerline, sawcut line and edge of pavement line.
    - Utility plans will be included on layouts and submitted with 60%, 95%, and 100% submittals.
  - Construction Details and ADL Plans to be included with 65%, 90%, and 100% submittals.
    - Up to 70 Sheets will be required.
  - Stage Construction Plans and Details to be included with 65%, 90%, and 100% submittals.
    - Up to 100 Sheets will be required.
  - Detour, Construction Area Sign, Pavement Delineation and Signing Plans, and Details to be included with 65%, 90%, and 100% submittals.
    - Up to 85 Sheets will be required.
  - Right of Way Mapping (Right of Way Requirement Sheets).
    - Up to 45 Sheets will be required.
  - General – Transportation Management Plan
    - Preparation of the Transportation Management Plan (TMP) for PS&E phase.
    - Interpretation from previous traffic analysis will be performed and applied to this project.
    - Provide team with adequate roadway lanes for existing traffic as well as construction work areas and staging areas.
  - Water Pollution Control Plans are not included.
  - Coordination with RCTC and/or RCTD for right of entry prior to performing field work necessary for survey, geotechnical, and site assessment.
  - No design exception documentation anticipated. Design approach and methodology will be discussed and agreed upon prior to the completion of project.
  - No quantity sheets will be prepared.
- Field Visits:
    - Field visit to identify existing utilities: Up to 4 visits of 2 people per visit. Estimated mileage of 120 miles roundtrip.
    - Field visits for roadway design: Up to 8 visits of 3 people per visit. Estimated mileage of 120 miles roundtrip.
    - Field visit for traffic design: Up to 4 visits of 2 people per visit. Estimated mileage of 120 miles roundtrip.

## 03 Scope Assumptions

- Roadway PS&E Reviews (35%, 65%, 90%, 100%):
  - Reviews will be done by RCTD, and RCTC.
  - One review cycle per submittal will occur.
  - All comments will be received at the end of the comment review period.
  - One comment resolution meeting will be held to resolve any conflicting comments.

### Task 3.4 Wildlife Crossing (Contech)

- General:
  - Contech will prepare LRFD engineering calculations and details for the CON/SPAN O-series Precast arch foundation design. Foundation design will be in accordance with recommendations from the project geotechnical report. Geotechnical report will need to provide parameters for LRFD design.
  - Prepare LRFD construction (design) drawings for the CON/SPAN O-series Precast arch design in accordance with the drawings and information provided by Jacobs.
  - Prepare LRFD Precast or Keysteel Wall engineering calculations and details. Walls will be designed for local stability only; global stability analysis to be performed by others.

### Task 3.5 Drainage Assumptions

- General
  - Available hydrologic data – design flow information for local storm drains will be provided by RCFC&WCD or local agency within a reasonable time upon request, e.g. one week.
  - County maintenance crew to maintain all culverts in advance of the video logging to be sure blocked pipes are unblocked and accessible for video logging work.
  - Video logging of the existing culverts, up to 18, and cleanout of each culvert prior to the video logging to properly assess the condition of each system.
  - Drainage Plans
    - Up to 45 Sheets will be required.
  - Drainage Profiles
    - Up to 45 Sheets will be required.
  - Drainage Details
    - Up to 63 Sheets will be required.
  - Drainage Report
    - Riverside County Hydrology Manual is basis for hydrologic analysis
    - Storm drain hydraulic analysis will be developed using HY-8, FlowMaster, or other similar software. Where needed, detailed hydraulic analysis will be performed using WSPGW.

## 03 Scope Assumptions

- Infiltration Testing for stormwater treatment will be performed according to the scope identified below for Task 3.6 Geotechnical work.
- Bridge Hydraulics
  - Design flow information for San Jacinto River will be provided by RCFC&WCD within a reasonable time upon request, e.g. one week. No new hydrologic analysis is expected to be required and is excluded from this work.
  - A letter of map revision (LOMR) for FEMA floodplain mapping is not expected to be needed and is not included.
  - HEC-RAS (one-dimensional) will be used to evaluate the project impacts. Two-dimensional hydraulic analysis, if deemed to be required, will be scoped separately by Amendment. Up to two alternative layouts will be evaluated.
- Bridge Type Selection:
  - The Draft Bridge Hydraulics Report would be submitted with the Bridge Type Selection
- Final Bridge Design Phase
  - Final Bridge Hydraulics Report, to be included with final bridge structure submittal.
- 35% Design:
  - The Drainage and Stormwater deliverables at this design phase will include the following:
    - Drainage Plans showing the conceptual layout of drainage systems.
    - Drainage profiles for cross drainage systems
    - Draft Drainage Details relevant to the cross-drainage systems
    - Draft Drainage Report, summarizing the analysis of cross drainage systems
    - Draft Bridge Hydraulics Report to be submitted with the Bridge Type Selection
- 65% Design
  - The Drainage and Stormwater deliverables at this design phase will include the following:
    - Drainage Plans, Profiles, and Details for all storm drainage systems
    - Draft Drainage Report
    - Draft Water Quality Management Plan.
- 90% Design:
  - The Draft and Stormwater Deliverables at this design phase will include the following:
    - Drainage Plans, Profiles, Details, and Quantities for all storm drainage systems
    - Draft Final Drainage Report
    - Draft Final Water Quality Management Plan



## 03 Scope Assumptions

- Final Bridge Hydraulics Report, to be included with final bridge structure submittal.
- 100% Design:
  - The Draft and Stormwater Deliverables at this design phase will include the following:
    - Final Drainage Plans, Profiles, Details, and Quantities for all storm drainage systems
    - Final Drainage Report
    - Final Water Quality Management Plan
- Bid Support Services:
  - Up to 4 bid inquiries are anticipated, requiring up to 16 hrs each.
  - Plan revisions will be scoped separately.
- Services During Construction/As-Built:
  - Up to 20 drainage related submittals will be reviewed.
  - Up to 40 drainage RFI's will be addressed, requiring up to one site visit with two staff, and up to 12 hours for each RFI.
  - Drainage staff will attend construction site meetings, if needed, after a formal RFI is submitted.

### Exclusions:

- With geometric refinements to the vertical profile, a pump station is not expected to be needed and is not included. Pump station engineering and design, including detention storage design, are not included. If a pump station is determined to be necessary, this work will be scoped separately as an amendment.
- Early design submittals/early design packages.
- CLOMR/LOMR
- Detention Basin engineering and design
- Storm Water Data Report and Water Pollution Control Plans

### Task 3.6 Geotechnical Assumptions

- General:
  - Geotechnical studies for extension of up to 8 existing drainage structures – culverts.
  - One new roadway bridge structure: San Jacinto River Bridge (10 span)
  - Geotechnical studies for one wildlife overcrossing.
  - No sound walls.
  - No retaining walls.

## 03 Scope Assumptions

- No sign structures or high-mast lighting.
- Geotechnical studies for site grading: includes embankment cuts and fills up to 12 feet.
- Geotechnical studies for new BMP sites
- Geotechnical studies for new pavement
- No pavement rehabilitation studies for existing pavements.
- Pre-field Activities/exploration:
  - Review available and pertinent geotechnical and geology literature and perform a site reconnaissance survey to identify potential field exploration locations and site constraints as related to our proposed scope of work.
  - Obtain right of entry/encroachment permits prior to drilling and sampling activities. A list of permits for various project station segments are identified in Table 1.

**Table 1 – Permits**

Location	Right of Entry/ Encroachment Permits
Future Antelope Road to Warren Road	Riverside County
San Jacinto River Bridge	Riverside County Flood Control District and/or USACE

- Utility Clearance: Review available project utility plans, stake and mark field exploration locations, and contact Underground Service Alert (USA) at least 48 hours prior to our scheduled drilling for utility clearance. Should utility conflicts arise, impacted locations will be re-located as close as possible to their originally planned location.
  - Health and Safety Plan: All site personnel will be responsible to follow Jacob's safety policies. Geotechnical scope-specific Health and Safety Plan will be prepared.
- Field Exploration and Laboratory Testing: Proposed field exploration consists of performing borings and infiltration testing.
- Borings: Up to forty-five (45) borings are assumed for the project. Summary of proposed borings and anticipated depth are presented in Table 2.
- Borings: Up to thirteen (13) borings are assumed for the bridge structure. Summary of proposed borings and anticipated depth are presented in Table 2. Proposed borings will be drilled to the planned depth or refusal whichever is shallower.

## 03 Scope Assumptions

**Table 2 – Summary of Borings and Test Pits**

Type	Number of Borings	Anticipated Boring Depth (feet)
Hollow-Stem Auger Borings (Baseline Embankment Fill Areas, Drainage Culverts/RCPs and Pavement)	45	10 to 20*
Wildlife Overcrossing	2	60
Rotary Wash	13	100

\* 20 feet deep borings are planned at 8 existing drainage structure extensions

- The borings will be geotechnically logged and sampled in accordance with Caltrans Soil and Rock Logging Manual. Laboratory testing will be performed on select soil samples for soil classification, strength characteristics, expansive and corrosion evaluation. At the end of drilling, each boring will be backfilled with cement grout.
  - Log of test borings (LOTBs) will not be prepared for the borings drilled for pavement and drainage structure design.
  - LOTBs will be prepared in accordance with Caltrans Soil and Rock Logging Manual for the borings drilled for the wildlife overcrossing.
  - Upon completion of field exploration and laboratory testing, LOTBs will be prepared in accordance with Caltrans Soil and Rock Logging Manual for the borings drilled for the San Jacinto River Bridge.
- Geotechnical Analysis: Perform geotechnical analysis using site-specific geotechnical data obtained from the field exploration in general accordance with Caltrans Geotechnical Manual, and AASHTO LRFD Bridge Design Specifications. Geotechnical evaluations would generally include pavement design, culvert design, shallow foundations (for the wildlife overcrossing), deep foundation (for the bridge structure), collapse and expansion potential, corrosion potential and construction considerations.
  - Site specific acceleration response spectrum will be developed per Caltrans Seismic Design Criteria.
  - Geotechnical Deliverables: Following geotechnical deliverables will be prepared in accordance with Caltrans Geotechnical Manual:
    - Preliminary, draft and final Foundation Report (PFR and FR) for the wildlife overcrossing.
    - Preliminary, draft and final Geotechnical Design Report (PGDR and GDR) for the project alignment.
    - Log of Test Borings (LOTBs)
    - Preliminary, draft and final Foundation Report (PFR and FR) for the bridge structure.

## 03 Scope Assumptions

- Infiltration Testing:
  - Perform double-ring infiltrometer test per ASTM D 3385 at up to 35 locations selected by the drainage team.
  - Pre-field Activities:
    - Prior to field exploration, we will perform site-reconnaissance survey to identify potential field exploration locations and site constraints as related to our proposed scope of work.
    - Stake and mark our field exploration locations and notify Underground Service Alert a minimum of 48 hrs prior to field work exploration.
    - Perform one soil sample testing in the vicinity of the double-ring infiltrometer test location to reasonably identify subsurface soil conditions.
    - Soil sampling will be obtained either by hand digging or by using hand auger at an approximate depth of 2 feet below ground surface.
  - Laboratory Testing
    - After soil sampling, laboratory testing will be performed on select near surface soil samples. Our proposed laboratory testing consists of:
      - a. Particle-size distribution (gradation) of soils using sieve analysis (ASTM D 6913)
      - b. Atterberg limits (ASTM D 4318)
  - Infiltration Testing Report
    - The data obtained from the infiltration and laboratory testing will be evaluated and analyzed to develop infiltration rate at each tested location.
    - An infiltration test report will be prepared documenting the results of the double-ring infiltration testing.
    - Report will include soil type, laboratory test results, double-ring infiltration test methodology, and test results.
- Additional geotechnical assumptions:
  - Day time drilling is proposed for 100% of the field work.
  - Prevailing wages are applied per contract requirements.
  - Soil cuttings drummed and removed from site with normal (non-hazardous waste) disposal.
  - No groundwater monitoring wells are installed.
  - Access to the required explorations areas will be granted in a timely manner.
  - Fees for encroachment permits for geotechnical exploration will either be waived or will be paid by RCTC.

## 03 Scope Assumptions

- Permit to drill within the Riverside County Flood Control District and/or USACE jurisdiction for the bridge structure will be obtained by the Jacobs environmental team.
- Drilling locations can be accessed using a conventional drill rig.
- No traffic control services will be required for drilling on the bridge structure. Bridge borings will be performed away from Ramona Expressway, within the proposed support location footprints.
- Up to thirteen (13) rotary wash borings totaling up to 1,300 linear feet are proposed for the bridge structure.
- Boring locations (13) will be cleared for utilities before drilling by third party utility locating company.
- Up to ten (10) days of daytime traffic control services in accordance with site-specific traffic control plans are considered for drilling on Ramona Expressway.
- Up to forty-five (45) hollow-stem auger borings totaling up to 530 linear feet are proposed for the project.
- Up to two (2) hollow-stem auger borings totaling up to 120 linear feet are proposed for the wildlife overcrossing.
- Boring locations (47) will be cleared for utilities before drilling by third party utility locating company.
- Log of test borings will not be prepared for the borings drilled for pavement and drainage structure design.
- Log of test borings will be prepared for the borings drilled for the wildlife overcrossing and San Jacinto River bridge.
- For borings penetrating existing pavements, the surface will be capped with asphalt or rapid set concrete.
- Pavement structural design discussion and recommendations will be included within the Geotechnical Design Report deliverables. No Materials Report will be prepared for the project.
- Environmental contaminants or hazardous materials are not anticipated to be encountered during the investigation. Should such materials be encountered, operations will be halted immediately at the suspect location, and RCTC will be contacted for additional direction. Drilling may proceed when appropriate protective measures are in place.
- Jacobs will coordinate with applicable utility staff for utility clearances. Coordination with Underground Services Alert (USA) and associated firms marking utilities for USA is also included. Jacobs is not liable for any damages attributable to errors made in marking of utility locations by others.
- As-built utility and drainage plans will be provided by others to aid in clearing the drill sites.

## 03 Scope Assumptions

- The existing MWD protection structure (tunnel) is adequate for the proposed roadway widening.
- Geotechnical construction support services are provided in the first two years of construction.
  - Geotechnical construction support services include review of geotechnical material submittals, deep foundation installation related documents (for the bridge structure alternative), and response to request for information for 8 hours per week for first two (2) years of construction.

### Exclusions:

- Geotechnical observation services such as for subgrade preparation and embankment placement during construction are not included in the scope of work.
- Geotechnical observation services such as foundation construction for the bridge structure are not included in the scope of work.
- Soils and materials testing is not included in the geotechnical construction support services.
- Handling of any potentially contaminated material or the level-of-effort required for additional protective measures.
- Density testing of fill and backfill.
- Geotechnical field investigation, design, and reporting for potential MWD aqueduct protection structure not included.
- Evaluation of existing bridge foundation capacities and seismic retrofit recommendations not included.

### Task 3.7 Structures Assumptions

- General:
  - The Jacobs team will prepare structure design based on AASHTO LRFD Bridge Design Specifications, 2017, Eighth Edition, with Caltrans Amendments (AASHTO-CA-BDS-6), various Caltrans Bridge Design and Detail Manuals, and Caltrans Seismic Design Criteria, Version 2.0.
  - Structure Construction will be based on the 2018 Caltrans Standard Plans and Specifications.
  - This scope of services is based on one new bridge design.
  - The bridge will be single stage construction.
  - There are no bridge mounted signs.
  - Use Project Wise to coordinate all design drawings.
  - Barrier will be provided on the structure.
  - Large diameter utilities, greater than 4" in diameter, are not anticipated in the bridge. Future utility openings and conduits in the barriers will be provided on the structure.

## 03 Scope Assumptions

- The geotechnical team will develop the LOTB sheets. Only minor markups and border modifications will be performed by the structures team.
- Deck drainage calculations will be performed by the drainage team and will be included in the bridge design calculation binders for reference.
- Caltrans XS sheets will be used and modified, as needed.
- San Jacinto River Bridge is assumed to be a CIP/PT Concrete box girder structure supported on column bents and footings on CIDH large diameter shafts.
- The supports for each structure will be skewed to accommodate the future widened condition.
- All aesthetic details and requirements for the structure will be coordinated and developed outside of the structures scope.
- Architectural treatment on the bridges is to be limited to form liner on the barriers and wingwalls. Patterns to be determined by others.
- Retaining walls and sound walls are not included.
- Non-standard overhead signs are excluded from the structures fee. Caltrans reference sheets will be used for all OH sign design.
- Miscellaneous structure support does not include design calculations. It includes coordination, attending meetings, and providing reviews of plans or details for other disciplines.
- 35% Bridge Type Selection:
  - Preliminary bridge design in 35% design level including performing preliminary structural design and seismic analyses in accordance with Caltrans Bridge Design Standards will be performed based on the approved roadway geometric design plans for the preferred alternative
  - The preliminary structure study will be summarized in a Bridge Type Selection Report, which will include discussion on the structure, falsework (if required), utility relocation, stage construction, constructability-related topics, calculated scour depth, and geotechnical evaluation.
  - The 35% bridge type selection design will include a bridge general plan, a preliminary foundation plan, a general plan estimate and other pertinent information needed to determine the proper structure type.
  - The Type Selection Report will be submitted to the County for review and concurrence.
  - Only one Type Selection meeting will be required.
  - The structure deliverables at this design phase will include the following:
    - Bridge Type Selection Report

## 03 Scope Assumptions

- 65% Unchecked Structure Plans
  - Upon the acceptance of the Final Type Selection Report, engineering conclusions for the preferred structure alternative identified in the final bridge type selection report will be carried into the final design phase.
  - The structure deliverables at this design phase will include the following:
    - 65% Unchecked Structure Plans, including but not limited to (General Plan, Index to Plans, Deck Contours, Foundation Plan, Abutment Layout, Abutment Details, Bent Layout, Bent Details, Typical Section, Prestressing Details, Girder Details, Hinge Details, Structure Approach and Drainage Details, Aesthetic Details)
- Bridge Design Independent Check
  - 65% unchecked bridge plans will be independently checked by a separate licensed bridge engineer, who has not been involved in the project.
  - A separate set of structural design check calculations including quantity calculations will be prepared in accordance with Caltrans bridge design practice.
  - The independent checker will review the plans for completeness, consistency, and correctness of references.
  - All comments will be reconciled, and responses will be documented in the project files.
  - The structure deliverables at this design phase will include the following:
    - Bridge Design Independent Check Calculations
    - Quantity Independent Check Calculations
    - Comment/Response
- 95% Structure Plans, Specifications and Estimate:
  - Responses to all agencies' review comments for the 65% submittal will be prepared and included in this submittal.
  - Caltrans Standard Special Provisions (SSP) for structural work not covered by the Caltrans Standard Specifications and Revised Standard Specifications will be prepared and included in this submittal.
  - Caltrans standard item codes for bid items will be used when feasible in the development of the bid schedule.
  - The Contract Cost Data Book published by Caltrans will be used to adjust the item unit prices.
  - 65% plans will be updated to reflect the reconciliation of the independent checker's comments.
  - The structure deliverables at this design phase will include the following:
    - 95% Structure Plans



## 03 Scope Assumptions

- Edited Caltrans Standard Special Provisions
- Bridge Design Calculations
- Quantity Calculations
- Cost Estimate
- Final 100% Plans and Contract Bid Documents:
  - Responses to the County's review comments for the 95% submittal will be prepared and included in this submittal.
  - Any additional comments received on the 100% submittal are follow up to previous comments and are not new comments requesting preference-based changes.
  - The structure deliverables at this design phase will include the following:
    - Final signed structure plans (included with the Roadway Package)
    - Final Specifications (included with the Roadway Package)
    - Final Estimate (included with the Roadway Package)
    - RE Pending File (included with the Roadway Package)
- Services During Construction/As-Builts:
  - All temporary structures or shoring design or review is excluded from the scope.
  - All design, detailing or review of erection equipment, formwork, falsework, or temporary erection supports is excluded from the scope.
  - Up to 2 people attending the preconstruction meeting.
  - Excludes contract analysis, structure bid analysis and square foot cost analysis.
  - Markups for as-builts will be provided to the design team at the end of construction. Effort for as-builts up to 3 hours per sheet.
  - Project close-out is handled by others.
  - Provide all electronic files to RCTC upon completion of as-builts

### Task 3.8 Traffic Signal/Electrical (FPL & Associates)

- General:
  - Design will include four (4) traffic signal plans, 3 modified and one new signal. The locations are:
    - Ramona Expressway & Lakeview Avenue (modification)
    - Ramona Expressway & Hansen Ave/Davis Road (modification)
    - Ramona Expressway & Bridge Street (to be constructed by the County prior to project) (modification)

## 03 Scope Assumptions

- A new traffic signal at a location to be determined.
- Traffic signal design will include the addition of Proxim wireless radio equipment per specifications provided by the County.
- Conduct field investigation, prepare the signal design based on the intersection geometry provided by Jacobs, coordinate with the power agency to secure the electricity source to energize the one new signal, attend weekly coordination meetings, PDT meetings, and provide construction support to complete the construction of the four signals.
- FPL will attend fifty-two (52) weekly coordination meetings; each will take half hour. Additionally, there will be eighteen (18) PDT meetings. FPL will attend one hour at each PDT meeting when traffic signal design issue is being discussed. Assume all meetings are virtual.
- FPL will conduct a field review of the existing conditions to supplement the record drawings provided by Jacobs and to identify the electrical service points.
- FPL will prepare three (3) traffic signal modification plans and one (1) new traffic signal plan. The specific signal phasing (i.e. whether to provide protected left-turn phasing) will be determined through the discussion in the PDT meetings and with the County of Riverside. Safety lighting will be provided at each of these intersections.
- The traffic signal plan shall be prepared at a scale of 1-inch equals 20 feet.
- The traffic signal design will be in conformance with the County of Riverside Traffic Signal Specifications and Standards, Caltrans Standard Plans and Specifications dated 2018, and the latest California Manual on Uniform Traffic Control Devices (CAMUTCD).
- Assume that standard Caltrans poles, foundations, and appurtenant equipment will be utilized. We will verify with the County if any County-specific equipment will be required.
- Will coordinate with the County to clarify whether the following associated upgrades will be requested and will update plans accordingly:
  - Replacement of existing pedestrian push buttons to be in compliance with ADA and CA-MUTCD requirements.
  - Installation of bicycle lane detection.
  - Installation of video detection.
- Assume that the existing controller cabinet and controller will need to be upgraded/replaced.
- Assume that the existing service cabinets at the 3 existing locations will remain as existing, unless impacted by the project. A new service cabinet will be proposed for the new signalized intersection.
- SCE coordination will be needed for the new traffic signal which requires a new electrical service. FPL will provide a set of traffic signal plans to SCE to request their assistance in verifying overhead clearances to existing SCE facilities.
- FPL will prepare three (3) temporary traffic signal plans (one (1) for each existing signalized location). The temporary traffic signal design will accommodate the planned construction

## 03 Scope Assumptions

activities at the intersection and assumes only one (1) stage of construction that will require the installation of a temporary traffic signal.

- Should any additional stages be required, FPL is allowed additional compensation (to be separately negotiated) if requested to prepare additional temporary traffic signal design plans.
- The temporary traffic signal plans will be prepared at a scale of 1-inch equals 20 feet.
- The traffic signal design will be in conformance with the Caltrans Standard Plans and Specifications dated 2018, and the latest California Manual on Uniform Traffic Control Devices (CAMUTCD).
- We assume that standard Caltrans temporary equipment will be utilized. We will verify with the County if any County-specific equipment will be required.
- Should the existing controller cabinet and/or service cabinet be impacted, the temporary traffic signal design will propose a temporary installation at an alternate location within the respective intersection.
- FPL will coordinate with the serving utility company to coordinate obtaining electrical service for the new traffic signal location. It is assumed that the services for the three existing locations will not be impacted.
- We will prepare Specifications in the County of Riverside format. We assume that County will provide sample Specifications.
- A preliminary engineer's cost estimate will be prepared with the second submittal of the plans. A revised engineer's cost estimate will be included with the final submittal.
- Construction Support includes time for 8 RFI's at 3 hours each, 4 submittal reviews at 6 hrs each, and preparation of as-builts for 24 hrs. A total of 72 hrs is estimated for construction support services.

### Assumptions:

- Jacobs will furnish the intersection geometry (civil engineering), the striping design information, and all existing and proposed utility information in CAD to FPL at the kick off meeting to start FPL's signal design.
- FPL's fee proposal is based on the Jacobs information to prepare the signal design information. If the intersection geometry and the striping information is changed during the course of the design, FPL is entitled to a change order.
- FPL will coordinate with the power agency to apply a new electrical service for the new signal and confirm the electrical service for the three existing signals.
- It is assumed that the existing traffic signal electrical service points will not be impacted.
- All meetings are virtual. Scope and fee does not include time for driving to and from meetings.
- The signal as built plans will be prepared based the contractor's notes. FPL will not conduct the field as-building after traffic signals are built.
- Assume all traffic signal phasing has been determined by the agency and will be shared with FPL.

## 03 Scope Assumptions

- Assume Jacobs will initiate a pre-design meeting with the agency during which FPL will ask for design input and parameters.
- Jacobs to provide as-built plans to FPL, including existing traffic signals.

### Exclusions:

- Design of traffic signal interconnect and fiber cables.
- Signal warrant analysis.
- Design of street/highway lighting, permanent or existing, other than safety lighting at the four signalized intersections.

### Task 3.9 Traffic Analysis (VRPA)

- General
  - Traffic analysis will be conducted to provide support for the design process. It will include the following information:
    - Existing traffic counts
    - Existing traffic analysis
    - Future traffic forecasts
    - Roadway capacity analysis
    - Recommendations for lane geometry, turn pocket length, and other features related to the design of the project
  - The data and analysis conducted for the traffic analysis will be available if any questions related to noise or air quality come up during the course of the project.
  - The traffic analysis will be conducted using the methodologies used for the Mid County Parkway EIR/EIS traffic analysis, except for cases where updates need to be made to reflect current standards. The following scenarios will be analyzed:
    - Existing Conditions
    - Horizon Year – With Project
  - This scope of work assumes that the traffic forecasts will be based on the results of the Mid County Parkway EIR/EIS and other more recent traffic analyses conducted in the area. No new traffic model runs are assumed.

### Exclusions:

- New traffic model runs.

### Task 3.10 Erosion Control (Tatsumi)

- General
  - Participate in PDT meetings virtually

## 03 Scope Assumptions

- Receive and review the existing and approved Project Approval and Environmental Document. Incorporating all appropriate elements.
- Conduct a site visit to review the existing site conditions.
- PS&E submittals are limited to one submittal of 35%, 60%, 95%, 100%, and final contract documents. Additional submittals will be considered new work and an additional fee.
- Design Plans
  - Prepare Hydroseed/Erosion Control Plans
    - Specifications
    - Cost Estimate
    - QA/QC reviews at each submittal
- Construction Bid/Support/Closeout
  - Attend one pre-bid meeting
  - Respond to Bidders/Requests for Information (RFIs) up to 1 RFI.
  - Review a maximum of 1 product submittal/shop drawing
  - Prepare as-built drawings utilizing redlines provided by the contractor.

### Exclusions:

- Irrigation plans are not included in this scope of work.
- Addressing surface water runoff in the landscape is not included.

### Task 3.11 Technical Specifications and Special Provisions

- General
  - Specifications will be submitted with 65%, 90% and 100% submittals.
  - Special provisions will not be submitted as part of the 35% submittal.
  - Special provisions submitted at 65% will contain list of Standard Plans and sections relevant to 65% design.
  - Special provisions with complete section edits will be provided as part of the 90%, and 100% submittals.
- Deliverables:
  - Electronic submittals for 65%, 90%, and 100% submittals in word document and PDF formats.

## 03 Scope Assumptions

### Task 3.12 Aerially Deposited Lead (ADL) Site Investigations and Plans

- General
  - This will include up to 40 locations to be sampled for ADL at four depths (0.5 ft, 1.5 ft, 3 ft, and 4 ft) using hand auguring methods. All samples will be collected in unpaved areas where soil excavation/disturbance is planned. The sample spacing required for adequate characterization is assumed to be half a mile. Laboratory testing for lead will use EPA Method 6010. All samples will be tested for total threshold limit concentrations (TTL). Up to 50% of samples will require soluble threshold limit concentration (STLC) using waste extraction test (WET) (citrate) extraction. Up to 25% of samples will require de-ionized water waste extraction (DI-WET) analysis. Up to 25% of samples will require toxicity characteristic leaching procedure (TCLP) analysis. One report will be prepared to summarize the findings for the ADL investigation.
  - Submittal to include a Draft and Final Work Plan for ADL Investigation, and a Draft and Final Investigation Report.
- Assumptions:
  - Additional samples required for reduced spacing are not included.
  - A total of two submittals for this document (Draft and Final) will be prepared and submitted for review and approval. No additional submittals will be made unless additional review(s) are due to quality of the deliverables.
  - RCTC will provide or arrange for all right of entry to restricted site access.
  - A reduction in boring samples from the Caltrans guidelines has been made and must be verified prior to initiation of work.

### Task 3.13 Initial Site Assessment for Hazardous Waste

- General
  - Hazardous Waste Initial Site Assessment (ISA) will be prepared for the 8.5-mile Project where excavation, structure demolition or modification is planned to determine whether construction of the proposed project could be affected by any recorded or visible hazardous waste problems, and to recommend any additional work that may be needed
  - The project scope will include an electronic search of governmental databases, a site reconnaissance of the 8.5-mile corridor, and reviews of historical aerial photographs and topographic maps.
  - This ISA will be prepared in accordance with the guidelines provided in the Caltrans Project Development Procedures Manual (PDPM) Online Edition, Chapter 9: August 11, 2017, and generally in accordance with the American Society for testing and Materials (ASTM) Standard E 1527-13.

## 03 Scope Assumptions

- Assumptions:
  - RCTC will provide or arrange for all right of entry to restricted site access.
  - No property acquisitions are included as part of the Project, and therefore, a review of Chain-of-Title reports, environmental liens, or activity and use limitations (AULs) will not be performed.
  - The ISA Site reconnaissance visit will include one round-trip to/from the Project site and can be completed in a total of 10 hours by one Jacobs staff.
  - The ISA will include a completed Caltrans Metric ISA Checklist for the Project.
  - The ISA does not include an assessment for radon, lead-based paints, lead in drinking water, molds and mildews, indoor air quality, cultural and historic resources, ecological resources, industrial hygiene, health and safety, and other ASTM Standard non-scope considerations.
  - We assume that the cost of copies of regulatory agency files will not exceed \$100.
  - We assume that records for the Site and adjoining properties of concern will be available through either on-line agency sources (e.g., State Water Resources Control Board GeoTracker™) or at one in-person location (local Certified Unified Program Agency). We assume one visit, including round-trip travel, to review in-person agency records and the review can be completed within 8 hours.
  - Jacobs assumes one round of comments by RCTC and two by Caltrans. Responses to comments will be prepared for RCTC and Caltrans comments. One electronic copy (PDF) of each of the draft version will be submitted. The final report will be provided by e-mail or Jacobs' secure file transfer protocol (FTP) site.
  - Attendance at any meetings, additional requirements due to changes or interpretations in regulations by the agencies, or supplemental letters will be provided at additional cost.
  - The ISA and resulting report will not be materially relied upon for property transfer, transaction, or development purposes.

### Task 3.14 Environmental Compliance/Permits (LSA)

- General:
  - Preparation of revalidation and permits will begin at 95% PS&E design.
- Project Management/Administration/Coordination
  - This task includes virtual attendance at 18 Project Development Team (PDT) meetings by the LSA Principal in Charge or Project Manager.
  - As requested by RCTC and Jacobs, LSA will take the lead in coordinating directly with Caltrans Environmental staff.
- Preconstruction Biological Surveys for Geotechnical Borings (LSA Task 4.1)
  - Nesting Bird Survey/Vegetation Removal Seasonal Constraints

## 03 Scope Assumptions

- This scope includes 5 days of preconstruction nesting bird surveys in the event that geotechnical boring activities result in vegetation removal during restricted timeframes.
- Geotechnical boring locations and access routes will be pre-defined.
- No vegetation removal can occur within Public/Quasi-Public (PQP) land or Criteria Area within the nesting season (March 1-June 30).
- Geotechnical Boring Regulatory Permits and Coordination (LSA Task 4.2)
  - During the 35% design phase, LSA will coordinate with RCTC and Jacobs to acquire, as needed, the regulatory permits listed for geotechnical borings of the proposed project:
    - Geotechnical Boring Regulatory Permit Fees.
- Regulatory Agency Permits for Construction (LSA Task 6.1)
  - This scope of work assumes that one permit application will be submitted simultaneously to each of the three regulatory agencies (USACE, RWQCB, and CDFW).
  - Existing JD is adequate for all permit applications and regulatory environment does not change.
  - LSA will set up a pre-application meeting with the United States Army Corps of Engineers (USACE) before beginning the application process.
  - During final design, LSA will acquire, as needed, the regulatory permits listed for construction of the proposed project:
    - Permit Fees for Project Construction.
- Environmental Revalidation and Supplemental Technical studies (LSA Task 6.2)
  - LSA will complete an Environmental Revalidation form for Caltrans (NEPA) and RCTC (CEQA) approval to document any modifications made to the design that differ from the design in the Final EIR/EIS. Effort scoped under this task is anticipated to begin during the 95% design phase.
  - To support the Environmental Revalidation, LSA will prepare a brief write-up on each environmental topical area from the Final EIR/EIS.
  - If it is determined that any proposed design modifications would result in new potentially significant impacts that require new mitigation measures, then a supplemental EIR/EIS would be required. This scope of work does not include preparation of a supplemental environmental document.
  - This scope includes up to three rounds of review and responses to comments from RCTC and Caltrans District 8. If additional rounds require response or substantive issues develop requiring any effort beyond the scope of work (and estimate), a contract modification will be necessary, and a schedule adjustment may also be needed.
  - During 100% design, LSA will coordinate with RCTC and Caltrans to execute Environmental Certification at the Ready-to-List milestone.
  - Section 508 document remediation is not included in this scope of work.



## 03 Scope Assumptions

- The following supplemental technical studies, or additional CEQA/NEPA documentation, are anticipated at this time.
  - Supplemental Air Quality Analysis
    - This scope assumes the preparation of a quantitative PM<sub>10</sub> and PM<sub>2.5</sub> Hot-Spot assessment would not be required.
  - Cultural Resources
    - LSA will develop a revised Area of Potential Effects (APE) map on a base map provided by Jacobs. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area of project impacts.
    - This proposal provides budget to prepare an APE map based on the first set of complete engineering plans provided by Jacobs. In the event engineering plans change, a contract modification (budget augment) will be necessary. This map will be submitted to Caltrans with the SHPSR for approval and signatures.
  - Native American Consultation
    - Based on the previous five Supplemental HPSRs for MCP, it is assumed no follow-up NAC will be required, but limited assistance can be provided at Caltrans' request.
  - Records Search
    - Based on the previous five Supplemental HPSRs for MCP, it is anticipated that no records search update is required.
  - Field Survey
    - LSA will complete an archaeological field survey of the areas added to the APE. Based upon available data, it is anticipated that findings will be negative for archaeology (i.e., no resources will be identified within the expanded APE which require recordation and evaluation). In the event resources are identified in the expanded APE that require documentation and evaluation, a contract modification will be required, and a schedule adjustment may also be necessary.
  - Archaeological Survey Report (ASR)
    - LSA will prepare an ASR that details the results of the archaeological field survey.
  - Historic Resources Evaluation Report (HRER)
    - Based upon available data, it is assumed no built environment resources requiring evaluation will be identified within the areas added to the APE and no HRER will be necessary.

## 03 Scope Assumptions

- Supplementary Historic Property Survey Report (SHPSR)
  - LSA will prepare a SHPSR, the cover document for all cultural reports that are required. This report will summarize the revisions to the project engineering and all other results of the study.
- Bat Habitat Assessment and Nighttime Emergence Surveys (LSA Task 6.3)
  - Daytime bat habitat assessments will be conducted at culvert locations and large rock/boulder outcroppings along the corridor.
  - Follow-up nighttime emergence surveys will be conducted during the maternity season (May 1-August 31) in 2022 at locations containing suitable bat habitat to ascertain whether maternity colonies are present.
  - During 35% design, a single (1) memorandum documenting the results of the habitat assessment and any required nighttime emergence surveys will be prepared. The memorandum report will also include an assessment of the proposed project's effect on continued use of the culvert structures or rock outcrops by bats, as well as recommendations for specific mitigation, avoidance, and/or minimization measures to minimize potential adverse effects to bats.
- Environmental Commitments Record (LSA Task 7.1)
  - If revisions to the avoidance, minimization, and/or mitigation measures from the Final EIR/EIS are required as part of the regulatory permitting process, then LSA will develop an updated Environmental Commitment Record (ECR) during 100% design.
  - The ECR would be updated to include additional measures required by three regulatory agencies (USACE, RWQCB, and CDFW), as specified in the regulatory permits obtained for the project.
  - The ECR would also include any measures specified in the Paleontological Mitigation Plan and Bat Roosting Habitat and Suitability Assessment.
  - During 100% design, LSA will coordinate with Jacobs to ensure that applicable measures in the ECR, from the approved Final EIR/EIS, are included in the final project plans and specifications.
- Paleontological Mitigation Plan (LSA Task 7.2)
  - LSA will prepare a Paleontological Mitigation Plan (PMP) following the guidelines in the California Department of Transportation (Caltrans) Standard Environmental Reference, Environmental Handbook Volume 1, Chapter 8 (as available online at the date of this proposal and last updated 8/11/14); the Society of Vertebrate Paleontology; and industry best practices. No field work is associated with this task.
  - Sections within the PMP will include: an introduction, background information on the project and previous research, a description of the potential paleontological resource(s), the proposed scope of monitoring and laboratory work, decision thresholds on when to reduce or increase monitoring, discussion of the project schedule and duration, a cost estimate to provide paleontological mitigation with justification, a bibliography of the references cited in

## 03 Scope Assumptions

the report, identification of the curation facility, and appendices for items such as resumes of key project personnel.

- This scope includes up to three rounds of review and responses to comments from RCTC and Caltrans District 8.

### Task 3.15 Public Outreach (Arellano)

- Design Phase:
  - Project Meetings and Administration
    - Participation in project meetings monthly, up to 18 total during Design
  - Public Outreach Plan
    - Draft and Final Public Outreach Plan
  - Stakeholder Database
    - Draft contact database
    - Maintain and update contact database
  - Key Messages
    - Develop key messages to reflect the current project phase
  - Fact Sheet
    - Draft content for project fact sheet in English and Spanish and update content as needed (every 6 months, up to 3 total during Design)
  - Digital Outreach
    - Project Website: Draft copy and graphics for webpage updates (quarterly, up to 6 times total during Design)
    - Email Updates: Draft copy and distribution of notices (twice-annually, up to 3 total during Design)
    - Social Media Posts: Draft copy and graphics, including periodic in-house videos and Instagram Stories, for Facebook, Twitter, and Instagram posts (up to 54 total, 18 per platform, during Design)
  - Project Briefings
    - AA will assist with the scheduling and logistics, presentation development, and will be available to attend and take notes at up to ten (10) Elected Officials/Stakeholder and Business Briefings.
    - AA will assist with the scheduling and logistics, agenda development, and will be available to attend and take notes at up to 12 Monthly Task Force Briefings. The Task Force Briefings will include City Engineers, County Staff, Emergency Responders and other stakeholder that need to be involved with any public impact planning.

## 03 Scope Assumptions

- Community Meetings (Up to 3 Meetings)
  - AA is prepared to provide support to RCTC for the coordination of up to three public information meetings. Support activities will include coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), planning task matrix, set-up and clean-up, bilingual staffing, photography, refreshments and preparation of meeting notifications and summaries. These meetings can easily be switched to a virtual format is requested by RCTC.
    - Host up to three (3) community meetings
    - Provide meeting logistics, notification and documentation for meetings

DRAFT

**MODEL AGREEMENT - EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

DRAFT

## RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 3

ID	Task Name	Duration	Start	Finish	2, 2022 S O N D	Half 1, 2023 J F M A M J	Half 2, 2023 J A S O N D	Half 1, 2024 J F M A M J	Half 2, 2024 J A S O N D	Half 1, 2025 J F M A M J	Half 2, 2025 J A S O N D	Half 1, 2026 J F M A M J
1	RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 3	999 days	Wed 9/14/22	Tue 8/11/26								
2	Plans, Specifications, and Estimate (PS&E) Design Phase	539 days	Wed 9/14/22	Wed 10/23/24								
3	Commission meeting to approve contract award	0 days	Wed 9/14/22	Wed 9/14/22	Commission meeting to approve contract award							
4	Audit	15 days	Thu 9/15/22	Wed 10/5/22	Audit							
5	Notice to Proceed	1 day	Thu 10/6/22	Thu 10/6/22	Notice to Proceed							
6	PS&E Design	522 days	Fri 10/7/22	Wed 10/23/24	PS&E Design							
7												
8	Bid Support	100 days	Thu 10/24/24	Tue 3/18/25								
9	Board Approval for Release of RFP	1 day	Thu 10/24/24	Thu 10/24/24	Board Approval for Release of RFP							
10	Project Advertise	45 days	Fri 10/25/24	Tue 12/31/24	Project Advertise							
11	Open Bids	3 days	Thu 1/2/25	Mon 1/6/25	Open Bids							
12	Board Approval of Contractor	50 days	Tue 1/7/25	Mon 3/17/25	Board Approval of Contractor							
13	Award for Construction	1 day	Tue 3/18/25	Tue 3/18/25	Award for Construction							
14												
15	Construction Support	360 days	Wed 3/19/25	Tue 8/11/26								
16	Construction Support	360 days	Wed 3/19/25	Tue 8/11/26	Construction Support							
17	Prepare As-Builts	80 days	Wed 2/25/26	Tue 6/16/26								
18	Complete Construction	1 day	Wed 6/17/26	Wed 6/17/26	Complete Construction							

Project: RCTC MCP CC #3  
Date: Thu 8/4/22

EXHIBIT "C"

COMPENSATION PROVISIONS

[attached behind this page]

DRAFT

# EXHIBIT "C"

## COMPENSATION SUMMARY<sup>1</sup>

FIRM	PROJECT TASKS/ROLE	COST
<b>Prime Consultant:</b>		
Jacobs Engineering Group	PS&E Lead	\$ 9,377,699.80
<b>Sub Consultants:</b>		
Arellano Associates	Public Outreach	122,218.06
Coast Surveying	Surveying and Mapping	312,795.96
Contech	Wildlife Crossing	75,000.00
FPL and Associates	Traffic Analysis	226,104.00
LSA Associates	Environmental Compliance	396,594.53
Tatsumi and Partners	Landscape Architect	71,738.11
VRPA Technologies	Traffic Engineering	60,031.73
<b>TOTAL COSTS</b>		<b>\$ 10,642,182.19</b>

<sup>1</sup> Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.





**RCTC Agreement No. 23-31-004-00**

**COOPERATIVE AGREEMENT  
BETWEEN  
THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AND  
THE COUNTY OF RIVERSIDE  
THROUGH THE COUNTY OF RIVERSIDE TRANSPORTATION AND LAND  
MANAGEMENT AGENCY**

**FOR THE MID COUNTY PARKWAY PROJECT - CONSTRUCTION CONTRACT 3**

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the Riverside County Transportation Commission ("RCTC") and the County of Riverside, a political subdivision of the State of California, through the County of Riverside Transportation and Land Management Agency ("County"). RCTC and the County are sometimes referred to herein individually as a "Party", and collectively as the "Parties".

**RECITALS**

WHEREAS, RCTC is undertaking the Mid County Parkway project ("MCP").

WHEREAS, RCTC, in cooperation with the Federal Highway Administration ("FHWA"), the California Department of Transportation ("Caltrans") and the County, as part of the MCP proposes to build a portion of the project in unincorporated Riverside County, which is referred to in this Cooperative Agreement as the "Project".

WHEREAS, the Project will include: addition of one mixed flow lane in each direction, and a median barrier or raised median, from approximately 0.5 miles east of Rider Street to Warren Road. The road section of the Project will have a 12-foot median and five-foot outside paved shoulders, and include traffic signals, drainage facilities, and wildlife crossings (one overcrossing and minor culvert crossings under the road). The Project is further described and depicted in Exhibit "A" attached to this Cooperative Agreement and incorporated herein by reference.

WHEREAS, the Project is sometimes referred to by the Parties as the Mid County Parkway Project - Construction Contract 3.

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, establish certain opportunities for cooperation and coordination and set forth various responsibilities of the Parties all as further set forth herein.

WHEREAS, the Parties acknowledge that RCTC has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a

precondition to construction of the Project.

WHEREAS, RCTC intends, pursuant to a public bidding process in accordance with State law, to select a construction contractor to complete the Project ("Contractor").

WHEREAS, because the Project, if constructed, may impact County owned and/or maintained facilities, coordination between the Parties prior to and during construction of the Project is crucial to provide for mitigation of potential impacts that construction may have on the County, and to ensure that improvements within the County comply with applicable standards.

WHEREAS, the Project includes the following components:

- Plans, Specifications, and Estimate (PS&E)
- Right of Way Acquisition and Utility Relocation
- Construction
- Acceptance by the County for Operation and Maintenance of Improvements within County's Jurisdiction

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the County as follows:

### **TERMS**

1. **Definitions.** In addition to the definitions set forth in the recitals above, the following terms shall have the meanings as set forth below.

1.1 As used in this Cooperative Agreement, the term "County's Jurisdiction" shall mean and refer to the areas within the Project limits either owned and/or maintained by the County. As used herein, the term "County's Jurisdiction" expressly excludes the State highway right of way.

1.2 As used in this Cooperative Agreement, the term "County Standards" shall mean and refer to the County's standard plans, specifications, policies, guidelines, and ordinances, design criteria, construction details, and testing/inspection requirements, and amendments and supplements thereto, for work within the County's Jurisdiction, approved by the County and in effect prior approval of the 60% complete PS&E package.

2. **Term.** This Cooperative Agreement shall be effective as of the Effective Date, and shall continue in effect until the Project is accepted by the County as referenced in Sections 4.16 and 5.6, unless otherwise terminated as specified in this Cooperative Agreement ("Term").

3. Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, and the public, and the County commits to support the Project.

4. Obligations of the County. To the best of County's ability, and if consistent with all applicable local, state and federal laws and regulations, the County agrees as follows:

4.1 The County shall provide a County oversight engineer to oversee the work during plan preparation and construction, at its own cost.

4.2 The County shall timely review design plans for the Project, and provide any approvals or comments within thirty (30) days of receipt of the plans. If the County fails to provide any comments or its approval within said time period, RCTC shall provide notice to the Transportation Director of the County that the design plans shall be deemed approved by the County if no comments are received within an additional fifteen (15) days.

4.3 The County will be provided an opportunity to be involved in the process of selecting Project consultants in compliance with all applicable local, state and federal laws.

4.4 The County shall not directly or indirectly encourage any third parties to object, oppose, delay, frustrate, or disrupt the full and complete design, analysis, consideration, potential approval, or implementation of the Project. Such obligation shall extend both to RCTC's processes regarding the Project, but also to any other federal, state, or local review or permitting processes.

4.5 The County shall not request any mitigation measures, conditions or exactions that are disproportionate to the Project impacts or that lack a nexus to the Project impacts, as reasonably determined by RCTC.

4.6 The County shall not take any action with the intent or effect of unnecessarily impacting the timely implementation of the Project by RCTC.

4.7 The County shall timely process the required encroachment permits to cover the Contractor's work on the Project within the County right of way. Encroachment permits shall be processed in no more than five (5) working days after receipt of a complete encroachment permit application from Contractor. The County shall not issue any encroachment permits to any other contractors if the proposed work thereunder has the potential to delay or impact the Project, without first coordinating the same with the Contractor and RCTC. All required encroachment permits to be issued by County shall be issued in the name of RCTC.

4.8 The County shall permit ingress to and egress from the Project from County-maintained roads.

The County shall have appropriate representatives regularly attend meetings of the Contractor's task forces formed for public information, traffic management and

detours, local street construction, and related construction work impacting the County, and shall provide input at such meetings related to Project work that may impact County residents.

4.9 The County shall waive any and all charges and fees related to plan review and inspections for the Project.

4.10 The County shall waive any street trenching restrictions/moratoriums currently in place within the County limits as respect to the Project work, and shall waive any other local requirements that prohibit or interfere with construction of the Project.

4.11 The County shall timely, so as not to delay the Project, review, approve, and execute any necessary agreements or amendments to agreements with RCTC, Caltrans and/or the Contractor related to the Project work or any Project facilities within the County's Jurisdiction.

4.12 The County shall relocate any County-owned utility that interferes with the Project.

4.13 The County shall not approve, without advance written notification to and consultation with RCTC, any land use plans, new projects or developments within its jurisdiction that are inconsistent with, may impact or that interfere with the Project.

4.14 The County shall not allow any encroachment within the County's right of way if such encroachment may interfere with the Project or the Project construction, without first coordinating the same with the Contractor and RCTC.

4.15 The County shall install, maintain, operate, and repair its facilities in a manner which avoids or minimizes, to the extent possible and reasonable, any impact to the Project.

4.16 Following completion of the Project work within the County's Jurisdiction and prior to final acceptance thereof, the County shall timely review and provide approval of the work or identify any punch list work within fifteen (15) days from the written request for the final inspection. The County shall assume responsibility of the Project facilities completed within the County's Jurisdiction upon acceptance of the work, and shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of, the Project, at no cost or expense to RCTC.

4.17 The County will make its best efforts to perform all obligations of the County related to the Project in such a manner as to allow the Project to progress as scheduled.

4.18 The County shall contribute one million dollars of local funds to RCTC within 30 days of the execution of this Cooperative Agreement, for the performance of preliminary right-of-way and utility investigations, public outreach, and design efforts. Any unused funds will be refunded to the County.

## 5. Obligations of RCTC

5.1 RCTC shall be responsible for providing all services to complete the Project, or as reasonably necessary for Project completion. RCTC shall be responsible for the process of selecting Project consultants and the Contractor in compliance with all applicable local, state and federal laws. RCTC shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project, and for acquiring all right of way as further detailed in Article 6.

5.2 RCTC shall incorporate the County Standards for work within the County's Jurisdiction into the design, and shall require that improvements within the County's Jurisdiction be completed pursuant to such standards.

5.3 RCTC shall provide the County an opportunity to review and approve all design documents for the Project.

5.4 RCTC shall provide the County an opportunity to inspect the Project work during construction.

5.5 In the event the County and RCTC are in disagreement with a design standard or construction method, County's standards shall prevail for work within the County's Jurisdiction.

5.6 As between RCTC and the County, RCTC and its consultants shall be responsible for construction inspection of the Project work to ensure conformance with the construction contract. RCTC shall allow County staff access to the Project site, upon reasonable notice, to perform observation of any Project improvements. County inspectors shall communicate any construction deficiencies during construction, including a final punch list, to RCTC for completion. County has the final authority to accept the improvements.

5.7 RCTC shall assign all warranties for the Contractor work to the County upon County's acceptance of the Project.

5.8 RCTC shall require its Contractor to obtain all required permits and approvals for all Project work including encroachment permits from County for construction of any Project work within the County's Jurisdiction.

5.9 RCTC shall include, in its contract with the Contractor, a requirement that the Contractor include the County as an additional insured and as an indemnified party under said agreement.

5.10 As between the RCTC and the County, RCTC shall be responsible for design, reviews, approvals, and inspection of the Project work within the County's Jurisdiction to ensure conformance with the County Standards during completion of the Project design, selection of the Contractor, and during Project construction and maintenance periods.

5.11 Except in the case of an unforeseen circumstance, RCTC shall require its Contractor to provide at least a fifteen (15) day notification to County prior to any full or partial closure of any streets within County's Jurisdiction exceeding one (1) day in duration. Short term closures less than one (1) day in duration shall require forty eight (48) hours prior notice.

5.12 RCTC will institute a public outreach campaign to keep emergency responders, School District transportation departments, transit operators, the residents of the County and the general public apprised of the Project work, and any street closures and other impacts to use of the County right of way that may result from the Project. In addition, RCTC shall develop and maintain a written Emergency Response plan that includes emergency contact information for RCTC's Contractor, County of Riverside, City of Perris, emergency responders and Contractor personnel that would be expected to respond to an emergency situation.

5.13 RCTC shall provide as-built plans for Project work within County's Jurisdiction within 120 days of Notice of Completion.

## 6. RCTC Right of Way Obligations.

6.1 RCTC is responsible for all right of way work for the Project except as expressly set forth in this Cooperative Agreement.

6.2 RCTC will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project or that violate County's encroachment policy.

6.3 RCTC will provide County a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for County's concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the Project plans, specifications, and estimate.

6.4 RCTC will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

6.5 Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA lead agency for the Project.

6.6 RCTC will utilize a properly licensed consultant for all right-of-way activities. RCTC shall provide the County with copies of appraisal reports and acquisition documents upon request. RCTC will submit a draft Right-of-Way Certification to County prior to the scheduled Right-of-Way Certification milestone date for review. RCTC will

submit a final Right-of-Way Certification to the County for approval prior to the advertising the construction contract. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless Parties mutually agree to other arrangements in writing.

6.7 RCTC shall be the lead agency on eminent domain activities, if required for the Project.

6.8 Title to any property to be transferred to County by RCTC shall be free of all encumbrances and liens, except as to those items which County agrees are not in conflict with use of the property for roadway purposes. Upon acceptance, RCTC will provide County with a policy of title insurance in County's name.

7. Dispute Resolution; Legal Disputes. Unless otherwise specified herein, the Parties shall comply with the following procedure in the case of a dispute, claim or controversy arising under or in relation to this Cooperative Agreement.

7.1 *Submission to RCTC Executive Director and Transportation Director.* The dispute shall be referred for negotiation to the RCTC Executive Director and the Director of the County Transportation Department ("Transportation Director"). The RCTC Executive Director and the Transportation Director agree to undertake good faith attempts to resolve said dispute, claim or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, either Party may then request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

7.2 If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the Transportation Director, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

7.3 To the extent legally permissible, the Parties agree not to take any action related to the dispute that would negatively impact the Project until the dispute resolution process is completed.

8. Specific Performance.

8.1 The Parties agree that irreparable damage would occur in the event that any of the provisions of this Cooperative Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties, in addition to any other available remedy in law or in equity, shall be entitled to specific performance of the terms hereof, including the issuance of an injunction or injunctions as a remedy for any such breach, to prevent breaches of this Cooperative Agreement and to enforce specifically the terms and provisions of this Cooperative Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties further hereby waives (a) any defense in any action for specific performance that



a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief. Notwithstanding anything to the contrary contained in this Cooperative Agreement, should RCTC seek County's specific performance, County shall not have to reimburse RCTC pursuant to Section 16 of this Cooperative Agreement. Should County have to reimburse RCTC pursuant to Section 16 of this Cooperative Agreement, RCTC shall not be entitled to County's specific performance.

8.2 Prior to either Party instituting an action for specific performance, the Parties shall comply with the dispute resolution process set forth above in Section 7.1.

9. Indemnification.

9.1 RCTC shall indemnify, defend and hold the County, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

9.2 The County shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the County, its officials, officers, employees, agents, consultants or contractors in the performance of the County's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

9.3 The indemnification provisions set forth in this Section 9 shall survive any expiration or termination of this Cooperative Agreement.

10. Disclaimer. In no event shall either Party be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the Contractor, as applicable, and the Parties expressly disclaim any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

11. Force Majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; pandemics; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; laws or regulations that govern either Party; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of

the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

12. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Cooperative Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

13. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

14. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

15. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

16. Termination; Repayment Obligation.

16.1 Both RCTC and the County shall have the right at any time, to terminate this Cooperative Agreement, by giving thirty (30) calendar days written notice to the other Party, specifying the date of termination. Notwithstanding the foregoing, following commencement of construction of the Project, the County may only terminate this Cooperative Agreement for a material breach by RCTC of this Cooperative Agreement, after providing RCTC notice of such breach, and reasonable opportunity to cure.

16.2 If the County refuses to issue permits for construction of the Project, or otherwise fails to support the Project or takes any action in violation of the terms of this Cooperative Agreement that impedes the ability of the Project to proceed as planned,

unless County terminates the Cooperative Agreement pursuant to Section 16.1 above, RCTC may terminate this Cooperative Agreement for cause, after providing the County notice of such breach and a reasonable opportunity to cure, and the County shall reimburse RCTC for the Project costs expended following the Effective Date of this Cooperative Agreement through the effective date of termination. In such case, the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Repayment shall include interest at the legal rate for judgments. Prior to RCTC's termination for cause pursuant to this section, the Parties shall be required to undertake the dispute resolution process described in Section 7 above and RCTC shall be required to provide County with a cost estimate for the Project costs expended following the Effective Date of this Cooperative Agreement through the proposed effective date of termination. Upon repayment by County to RCTC in accordance with this section, all Project documents, Project improvements, Project warranties, title to property for the Project, and any other deliverables or work paid by RCTC for the Project prior to the date of termination and re-paid by County shall become the sole property of County.

16.3 The repayment obligation set forth in this Section 16 shall survive any expiration or termination of this Cooperative Agreement.

17. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

18. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

19. Relationship of the Parties. RCTC is, for purposes relating to this Cooperative Agreement, an independent contractor of County and shall not be deemed an employee of County. It is expressly understood and agreed that RCTC (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including, but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties and RCTC shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Cooperative Agreement.

20. Delivery of Notices. All notices permitted or required under this Cooperative Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**COUNTY:**

Riverside Transportation and  
Land Management Agency  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: Director of Transportation

**COMMISSION:**

Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Executive Director

Such notice shall be deemed made when personally delivered, electronically delivered to the Directors above provided that receipt of such electronic delivery is confirmed to the sending Party by the receiving Party, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

21. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

22. Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings. All provisions of this Cooperative Agreement shall be interpreted and implemented in a manner consistent with all applicable laws and regulations that govern the Parties.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE  
TO  
COOPERATIVE AGREEMENT NO. 22-31-045-00**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Cooperative Agreement on the date first herein above written.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

Approved as to Form:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

**COUNTY OF RIVERSIDE  
THROUGH THE COUNTY OF  
RIVERSIDE TRANSPORTATION AND  
LAND MANAGEMENT AGENCY**

Approved by the  
BOARD OF SUPERVISORS

By: \_\_\_\_\_  
JEFF HEWITT  
Chairman of the Board

Recommended for Approval:

By: \_\_\_\_\_  
MARK LANCASTER  
Director of Transportation

ATTEST:  
KECIA R. HARPER  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

(SEAL)

Approved as to Form:  
County Counsel

By: \_\_\_\_\_  
DANIELLE MALAND  
Deputy County Counsel

## EXHIBIT "A"

The proposed Mid County Parkway (MCP) package 3 Project will construct one mix flow lane in the eastbound and westbound directions from 0.5 miles east of Rider Street to Warren Road. The design will include one of the two ultimate MCP bridges over the San Jacinto River, which will accommodate the eastbound lanes, but the consultant may break up the PS&E into two parts so that the roadway can be widened on each side of the bridge under one construction contract and the bridge itself (with approaching roadway) constructed with another construction contract, so that the each part can be funded more easily. Also included will be traffic signals, drainage facilities, and wildlife crossings and associated work.



**RCTC Agreement No. 23-31-005-00**

**Endowment Management Agreement  
By and Between  
Riverside County Transportation Commission and  
Rivers & Lands Conservancy**

This Endowment Management Agreement (“**Agreement**”) is entered into by and between Riverside County Transportation Commission (“**Grantor**”), and Rivers & Lands Conservancy, a California non-profit corporation (“**RLC**” or “**Endowment Holder**”) (together, the “**Parties**,” and individually a “**Party**”), for the creation and management of an Endowment Fund (“**Fund**”) as of the “Effective Date” as hereinafter defined.

**WHEREAS**, this Agreement is necessitated by the terms and conditions required in the following state agency permit, sometimes referred to herein as the “**Agency Permit**” and included as Exhibit A:

1. California Department of Fish and Wildlife (“**Department**”) Section 1602 Streambed Alteration Agreement No. 1600-2018-0195-R6 Revision 2 (the “**Section 1602 SAA**”) and

**WHEREAS**, to satisfy requirements of the Agency Permit, Grantor will grant, concurrent with the execution of this Agreement, to RLC a perpetual conservation easement (“**Conservation Easement**”) over certain real property consisting of approximately 8.43 acres in the County of Riverside, State of California, which is legally described on **Exhibit “B.”** and depicted on **Exhibit “C,”** attached hereto and incorporated by this reference (the “**Property**”), and which is found on portions of Assessor Parcel Numbers 413-380-013, 413-380-005, and 413-380-004 to provide mitigation for impacts of Grantor’s Mid-County Parkway Project (the “**Project**”);

**WHEREAS**, the Conservation Easement obligates RLC to monitor for compliance with the Conservation Easement and to undertake certain in-perpetuity, ongoing obligations with respect to the Property all as specifically described in the Conservation Easement (the “**Land Management Activities**”), excluding any and all of Grantor’s non-transferable obligations for construction, maintenance and monitoring of the Property, which are also described in the Conservation Easement;

**WHEREAS**, the Agency Permit and the Conservation Easement require Grantor to establish a long-term financing or funding mechanism to provide ongoing payment for Land Management Activities on the Property;

**WHEREAS**, the property analysis record or equivalent analysis for the Property created by RLC (the “**Endowment Assessment**”) calculated the amount of money (the “**Endowment Amount**”) necessary to provide a source of perpetual funding for the Land Management Activities. The Endowment Assessment is attached as **Exhibit “D”** and incorporated herein by reference;

**WHEREAS**, the Parties intend that RLC will perform the Land Management Activities on the Property in accordance with the Endowment Assessment, using funds provided by Grantor in accordance with the terms of this Agreement; and



**NOW, THEREFORE**, in consideration of the mutual promises made herein, and for other and further consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **I. PURPOSES**

1. The purpose of this Agreement is to establish a non-wasting endowment account (“**Endowment Account**”) with an “**Account Holder**,” as hereinafter defined, of the Parties’ mutual agreement into which funds equivalent to the Endowment Amount shall be deposited (“**Endowment Deposit**”) and to set forth the Parties’ respective responsibilities with respect to the Endowment Amount to be held in the Endowment Account.
2. To the extent the funds are subject to the Uniform Prudent Management of Institutional Funds Act (Cal. Probate Code, section 18501, *et seq.*) (“**UPMIFA**”), this Agreement is the record under which the funds are transferred to, and held by, Endowment Holder, and as such shall be considered the “gift instrument” for purposes of UPMIFA. This Agreement shall be deemed in all respects to set forth the Parties’ intent as to the uses, benefits, purposes, and duration of the Endowment Account.
3. As described more fully herein, the Endowment Holder will be responsible to ensure that monies deposited in the Endowment Account will be invested and managed in accordance with this Agreement to achieve the objectives set forth in this Agreement. The Endowment Account will be managed as a long-term investment intended to exist indefinitely and fund necessary costs of the Land Management Activities, as hereinafter defined, which are required by the Agency Permit and the Conservation Easement and will be invested accordingly in a diversified investment portfolio in accordance with the endowment investment policy attached to this Agreement as **Exhibit “E”**, and incorporated herein by reference, which may be amended from time-to-time by Endowment Holder.
4. The use of the Endowment Account will be limited by the amount of money available in the Endowment Account at any given time, and by the stated purposes as described in this Agreement. Endowment Account interest earnings beyond those necessary to provide for growth of the Endowment Account commensurate with inflation may be used by the RLC to fund annual Land Management Activities on Property. In the event Endowment Holder becomes aware of a conflict between the direction provided by this Agreement or any of the Exhibits attached hereto, Endowment Holder shall notify and confer with Grantor to resolve the issue to the mutual satisfaction of the Parties.

## **II. DEFINITIONS**

1. “Account Holder” or “Account Holders” shall mean respectively one or more financial institution(s) that is a member of the Federal Deposit Insurance Corporation (“**FDIC**”) or Securities Investor Protection Corporation (“**SIPC**”) or any successor organization to the FDIC or SIPC.

2. “Agency” shall mean the Department.
3. “Agreement” shall mean this Endowment Management Agreement entered into between Grantor and RLC, establishing the terms and conditions pursuant to which the Endowment Holder will accept custody of, and manage the Endowment Funds and disperse funds.
4. “Effective Date” shall mean the date of the signature of the second Party to sign this Agreement.
5. “Endowment Account” is a sum of money in a long term stewardship account, held in trust in a fund designated by Endowment Holder. The Endowment Account is to be maintained and managed in perpetuity in strict accordance with Government Code sections 65965-69568, Probate Code sections 18501-18510, and this Agreement to generate earnings and appreciation in value for use in funding Land Management Activities. The Endowment Account shall comprise the Endowment Amount and all interest, dividends, gains, other earnings, additions and appreciation thereon, as well as any additions thereto.
6. “Endowment Amount” shall mean Four Hundred Twenty Six Thousand and Four Hundred and Fifty Seven and No/100 Dollars (**\$426,457.00**), which is the amount of money identified in the Endowment Assessment by RLC as the amount of money that would be necessary to carry out Land Management Activities, and that is required to be provided by Grantor to the Endowment Holder to fund the Endowment Account.
7. “Endowment Assessment” shall mean the analysis of the costs of perpetual long-term land management and maintenance, monitoring, or other activities on the Property, and associated calculation of the Endowment Amount, required by the Agency Permit. The Endowment Assessment may be calculated pursuant to property analysis software or otherwise.
8. “Endowment Deposit” is the deposit required to be made by the Grantor to the Endowment Holder to fund the Endowment Account. The Endowment Deposit received by the Endowment Holder shall be deposited into the Endowment Account.
9. “Land Management Activities” shall mean those activities which RLC as Grantee under the Conservation Easement and Endowment Holder of the Endowment Account has agreed to undertake and which are described the Conservation Easement, and in the Endowment Assessment.
10. “Party” and “Parties” shall mean respectively Grantor and RLC individually, and Grantor and RLC together.
11. “Reporting Period” shall mean from January 1 of each calendar year to December 31 of each calendar year, unless this Agreement is terminated, in which case the final Reporting Period shall be thirty (30) days prior to the date of termination of this Agreement.

### **III. ENDOWMENT ACCOUNT ESTABLISHMENT, INVESTMENT, AND ADMINISTRATION**

1. RLC agrees to establish an Endowment Account with an Account Holder, of the Parties' mutual agreement, in accordance with this Agreement into which the Endowment Amount shall be deposited.
2. Grantor shall pay to Endowment Holder the Endowment Amount to fund the Endowment Account.
3. Concurrently with the execution of this Agreement, Grantor shall pay to RLC Sixty Six Thousand and One Hundred and Forty One and No/100 Dollars (**\$66,141.00**) ("**Initial Financial Requirement**"), which Initial Financial Requirement is for the purpose of reimbursing RLC for its costs and expenses incurred in connection with its acceptance of the Endowment Amount into the Endowment Account, and for fulfilling certain of Grantee's obligations specified in the Conservation Easement for up to the first three (3) years following the date of this Agreement and the Conservation Easement. No further assessments or fees are due to RLC for its expenses in carrying out the obligations in either this Agreement or as provided in the Conservation Easement.
4. Endowment Holder shall invest the monies in the Endowment Account consistent with this Agreement, including but not limited to this Section III and Section I.4 of this Agreement and applicable State and Federal laws. Day-to-day investment decisions will be made by RLC based upon advice with a professional investment advisor of financial institution with which RLC has established or will establish an investment advisory relationship. RLC may rely on the advice of any such adviser, and may delegate day-to-day investment decision-making authority, consistent with applicable State and Federal law, to such adviser with respect to management of the Endowment Account.
5. For investment purposes only, RLC may commingle any or all of the assets of the Endowment Account with other funds held or managed by RLC that are subject to similar investment purposes and restrictions. The intent of such actions is to allow RLC to pool funds subject to similar investment purposes and restrictions for collective management, such that all participating funds may benefit from efficiencies of scale. Any funds from the Endowment Account commingled in this manner shall at all times remain subject to applicable State law, consistent with UPMIFA or any applicable successor to such law.
6. To the extent sufficient funds exist, a portion of the interest and earnings on the Endowment Amount balance shall be reinvested by Endowment Holder into the Endowment Account to provide for growth of the Endowment Account commensurate with inflation using the annual Consumer Price Index (CPI) data that is published every February by the California Department of Industrial Relations, Division of Labor Statistics and Research, for all urban consumers. Any Endowment Account revenues (including earnings and interest) remaining after the Endowment Account is adjusted for inflation that exceeds the anticipated annual long term management expenses of the Property are to be retained in the Endowment Account by the Endowment Holder and may be used by the RLC to fund unexpected expenses.
7. Grantor acknowledges that Grantee's Board of Directors has established an hourly billing rate for Grantee's staff, which rate is subject to adjustment from time-to-time by the Board; such

hourly billing rate is used by Grantee to calculate the amount to be paid to Grantee from the Earnings (as hereinafter defined), for fulfilling its obligations hereunder.

#### **IV. RECORDS, REPORTING PROCEDURES AND AUDIT**

1. Endowment Holder shall prepare an annual funding report (“**Annual Funding Report**”) for each calendar year this Agreement is in effect.
2. Pursuant to California Government Code Section 65966(e), the Annual Funding Report shall describe in reasonable detail and shall include at a minimum the following information:
  - (a) The balance of the Endowment Account at the beginning of the Reporting Period;
  - (b) The amount of the Endowment Account balance reinvested by Endowment Holder into the Endowment Account to provide for growth of the Endowment Account commensurate with inflation (CPI calculation shall be provided);
  - (c) The net amounts of investment earnings, gains, and losses during the Reporting Period including both realized and unrealized amounts;
  - (d) The administrative expenses charged to the Endowment Account from internal or third-party sources during the Reporting Period;
  - (e) Detail all expenses incurred by or on behalf of Endowment Holder for Land Management Activities, including adaptive management, performed during the Reporting Period;
  - (f) Describe any discrepancy between the Land Management Activities expected to be performed during the Reporting Period in accordance with the Conservation Easement, and the Endowment Assessment and the Land Management Activities actually performed during the Reporting Period;
  - (g) Describe any discrepancy between the costs of the Land Management Activities as modeled in the Endowment Assessment and the costs of the Land Management Activities actually performed during the Reporting Period;
  - (h) The balance of the Endowment Account at the end of the Reporting Period;
  - (i) The specific asset allocation percentages including, but not limited to, cash, fixed income, equities, and alternative investments; and
  - (j) The most recent financial statements for the Endowment Holder audited by an independent auditor who is, at a minimum, a certified public accountant.
3. Endowment Holder agrees that in preparing the Annual Funding Report and in maintaining its own records relevant to the Endowment Account, that it shall use accounting standards promulgated by the Financial Accounting Standards Board or any other successor entity.

4. Copies of the Annual Funding Report shall also be submitted to the Agencies upon request.

5. Endowment Holder agrees that Grantor shall have the right to review and to copy any records and supporting documentation pertaining to the Endowment Account. Endowment Holder agrees to maintain such records for possible audit by Grantor for a minimum of three (3) years following the relevant calendar year, unless a longer period of records retention is stipulated. Endowment Holder agrees to allow the Grantor or its designated representative access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

#### **V. LIMITATIONS ON ENDOWMENT HOLDER'S LIABILITY**

RLC shall not be liable to Grantor or other persons for losses arising from investments pursuant to this Agreement. RLC shall maintain reasonable and customary supervision and employment policies for its employees, but shall be liable for the acts of its employees only to the extent of a breach of the RLC's obligations under this Agreement by such employees when they are acting within the course and scope of their employment. RLC shall have no obligation to expend any monies satisfying its obligations under the Conservation Easement, other than the revenues earned on the Endowment Account.

#### **VI. FIDUCIARY OBLIGATIONS OF ENDOWMENT HOLDER**

1. Endowment Holder shall make no disbursement or obligation of funds in the Endowment Account except in strict accordance with the provisions of this Agreement.

2. Endowment Holder shall have a duty of loyalty to Grantor with respect to the Endowment Account, and shall not use or borrow against funds in the Endowment Account for its own benefit.

3. In carrying out its obligations under this Agreement, Endowment Holder shall apply the following principles of fiduciary without exception:

(a) There shall be no commingling of the Endowment Account with other funds. Funds may be pooled for investment management purposes only in accordance with Section III.4;

(b) Endowment Holder shall have a duty of loyalty and shall not use the Endowment funds for its own personal benefit;

(c) Endowment Holder shall act as a prudent investor of the Endowment funds;

(d) Endowment Holder shall not delegate the responsibility for managing the funds to a third party, but may delegate authority to invest the funds with Endowment Holder's oversight; and

(e) Endowment Holder shall act with prudence when delegating authority and in the selection of agents.

4. RLC, as “Endowment Holder” certifies that it meets all of the requirements set forth in this Section. The certification of RLC required by California Government Code section 65968(e) is attached hereto as Exhibit “H”, and incorporated herein by reference.

## **VII. TERM AND TERMINATION OF AGREEMENT**

1. Term. This Agreement shall be effective from the Effective Date until the date (if any) that a successor endowment holder pursuant to Section IX.1 becomes obligated to perform the Land Management Activities, or until termination occurs pursuant to Section VII.2, whichever is first.

2. Termination. Endowment Holder may, with or without cause, terminate this Agreement by providing at least one hundred eighty (180) days prior written notice to Grantor or its successor, and the Agencies. Regardless of the date that notice of termination is provided and the passage of the intervening one hundred eighty (180) day notice period, termination is not effective unless and until the Endowment Holder has transferred in an orderly fashion the custody, control or other power necessary for the investment, management, and administration of all monies in the Endowment Account together with the transfer of the Conservation Easement to an entity identified by Endowment Holder and approved in writing by the Agencies. Within ninety (90) days following delivery of the monies in the Endowment Account to an approved successor, Endowment Holder shall provide to Grantor with a copy to the Agencies, a final accounting showing the deposits (including interest accrued thereon) and disbursements of all sums received pursuant to this Agreement during the Reporting Period, together with such other documents that the Agencies may reasonably request. Upon delivery of the monies in the Endowment Account to successor endowment holder and final accounting specified above, Endowment Holder’s obligations under this Agreement shall cease and terminate.

## **VIII. CONTACT INFORMATION/COMMUNICATIONS**

1. All approvals, notices, reports and other communications required or permitted under this Agreement shall be in writing and delivered by certified mail personal delivery overnight carrier that provides evidence of delivery. Each Party agrees to notify the other promptly after any change in named representative, address, telephone, or other contact information.

2. The individuals named below shall be the representatives of Grantor and the RLC, respectively, for purposes of this Agreement:

If to Grantor:

Riverside County  
Transportation Commission  
Attn: Executive Director  
4080 Lemon Street, 3rd Floor

If to RLC:

Rivers & Lands Conservancy  
6876 Indiana Avenue  
Suite J-2  
Attn: Executive Director

Riverside, CA 92501

Riverside, CA 92506

With a copy to:

Gresham Savage Nolan & Tilden  
550 E. Hospitality Lane, Suite 300  
San Bernardino, CA 92408  
Attn: J. Matthew Wilcox

Notice shall be deemed effective upon receipt or rejection only.

### **IX. MISCELLANEOUS PROVISIONS**

1. No Assignment. Neither Party may assign this Agreement, in whole or in part, to any individual or other legal entity without the prior written approval of the other Party and the prior written consent of the Agencies.
2. Amendments. This Agreement may be amended only in writing agreed to and signed by both Parties and with the written concurrence of the Agencies.
3. Severability. If any provision of this Agreement is held to be unlawful or invalid by any court of law with duly established jurisdiction over this Agreement, the Parties intend that the remainder of this Agreement shall remain in full force and effect notwithstanding the severance of the unlawful or invalid provision(s).
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
5. Dispute Resolution. The Parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The Parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the Parties will then elevate the dispute to the appropriate officials within their respective organizations. The Parties may also resolve disputes pursuant to the process outlined in the Conservation Easement.
6. Attorney Fees. In any action to enforce the terms of this Agreement, the Prevailing Party shall be entitled to recover from the nonprevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.
7. Independent Capacity. Each of the Parties is acting in its independent capacity in entering into and carrying out this Agreement and not as an agent, employee, or representative of the other Party.

8. Third-Party Rights. This Agreement confers rights and remedies upon the Agencies, as third party beneficiaries, insofar as this Agreement is intended to carry out the requirements and obligations set forth in the Agency Permit. No person, other than the Parties or said named third party beneficiaries, has any rights or remedies under this Agreement. The Parties may not amend or terminate this Agreement without the prior written consent of the Agencies.

9. Warrant of Authority. Each party to this Agreement warrants to the other that its respective signatory has fully right and authority to enter into and consummate this Agreement and the transactions contemplated hereby.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, intending to be bound legally.

**GRANTOR**

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIVERS & LANDS CONSERVANCY**

RIVERS & LANDS CONSERVANCY, a California non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT “A”**  
**PERMIT**

DRAFT

**EXHIBIT “B”**  
**LEGAL DESCRIPTION**

DRAFT

**EXHIBIT “C”**  
**LEGAL DEPICTION**

DRAFT

**EXHIBIT “D”**  
**ENDOWMENT ASSESSMENT**

DRAFT

**EXHIBIT “E”**  
**ENDOWMENT INVESTMENT**

DRAFT

**EXHIBIT “F”**  
**RLC ENDOWMENT CERTIFICATION**

DRAFT

**Conservation Endowment Certification**  
**(Cal. Gov. C. 65968(e))**

Pursuant to California Government Code section 65968(e), Rivers & Lands Conservancy, a California non-profit corporation (“**RLC**” or “**Endowment Holder**”) certifies to Riverside County Transportation Commission (“**Permittee**”) that it meets all of the following requirements. Unless otherwise defined herein, all capitalized terms have the meaning given those terms in the Endowment Management Agreement between RLC and Permittee dated \_\_\_\_\_.

1. RLC has the capacity to effectively manage the Endowment Fund;
2. RLC has the capacity to achieve reasonable rates of return on the investment of the Endowment Fund similar to those of other prudent investors for endowment funds and shall manage and invest the Endowment Fund in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code) (the “**UPMIFA**”);
3. RLC utilizes generally accepted accounting practices (GAAP) as promulgated by the Financial Accounting Standards Board or any successor entity for nonprofit organizations.
4. RLC will be able to ensure that the Endowment Fund is accounted for, and tied to the Easement Area, and
5. RLC has an investment policy that is consistent with the UPMIFA.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in Riverside, California.

**RIVERS & LANDS CONSERVANCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President





**RCTC Agreement No. 23-31-006-00**

**Endowment Management Agreement  
By and Between  
Riverside County Transportation Commission and  
Rivers & Lands Conservancy**

This Endowment Management Agreement (“**Agreement**”) is entered into by and between Riverside County Transportation Commission (“**Grantor**”), and Rivers & Lands Conservancy, a California non-profit corporation (“**RLC**” or “**Endowment Holder**”) (together, the “**Parties**,” and individually a “**Party**”), for the creation and management of an Endowment Fund (“**Fund**”) as of the “Effective Date” as hereinafter defined.

**WHEREAS**, this Agreement is necessitated by the terms and conditions required in the following federal and state agency permits, collectively referred to as the “**Agency Permits**” and included as Exhibits A-C:

1. California Department of Fish and Wildlife (“**Department**”) Section 1603 Streambed Alteration Agreement No. 1600-2018-0195-R6 Revision 2 (the “**Section 1603 SAA**”) and

**WHEREAS**, to satisfy requirements of the Agency Permits, Grantor will grant, concurrent with the execution of this Agreement, to RLC a perpetual conservation easement (“**Conservation Easement**”) over certain real property consisting of approximately 13.5 acres in the County of Riverside, State of California, which is legally described on **Exhibit “D.”** and depicted on **Exhibit “E”**, attached hereto and incorporated by this reference (the “**Property**”), and which is found on portions of Assessor Parcel Numbers 426-060-001 and 426-420-001 to provide mitigation for impacts of Grantor’s Mid-County Parkway Project (the “**Project**”);

**WHEREAS**, the Conservation Easement obligates RLC to monitor for compliance with the Conservation Easement and to undertake certain in-perpetuity, ongoing obligations with respect to the Property all as specifically described in the Conservation Easement (the “**Land Management Activities**”), excluding any and all of Grantor’s non-transferable obligations for construction, maintenance and monitoring of the Property, which are also described in the Conservation Easement;

**WHEREAS**, the Agency Permits and the Conservation Easement require Grantor to establish a long-term financing or funding mechanism to provide ongoing payment for Land Management Activities on the Property;

**WHEREAS**, the property analysis record or equivalent analysis for the Property created by RLC and approved by ACOE (the “**Endowment Assessment**”) calculated the amount of money (the “**Endowment Amount**”) necessary to provide a source of perpetual funding for the Land Management Activities. The Endowment Assessment is attached as **Exhibit “F”** and incorporated herein by reference;

**WHEREAS**, the Parties intend that RLC will perform the Land Management Activities on the Property in accordance with the Endowment Assessment, using funds provided by Grantor in accordance with the terms of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises made herein, and for other and further consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **I. PURPOSES**

1. The purpose of this Agreement is to establish a non-wasting endowment account (“**Endowment Account**”) with an “**Account Holder**,” as hereinafter defined, of the Parties’ mutual agreement into which funds equivalent to the Endowment Amount shall be deposited (“**Endowment Deposit**”) and to set forth the Parties’ respective responsibilities with respect to the Endowment Amount to be held in the Endowment Account.

2. To the extent the funds are subject to the Uniform Prudent Management of Institutional Funds Act (Cal. Probate Code, section 18501, *et seq.*) (“**UPMIFA**”), this Agreement is the record under which the funds are transferred to, and held by, Endowment Holder, and as such shall be considered the “gift instrument” for purposes of UPMIFA. This Agreement shall be deemed in all respects to set forth the Parties’ intent as to the uses, benefits, purposes, and duration of the Endowment Account.

3. As described more fully herein, the Endowment Holder will be responsible to ensure that monies deposited in the Endowment Account will be invested and managed in accordance with this Agreement to achieve the objectives set forth in this Agreement. The Endowment Account will be managed as a long-term investment intended to exist indefinitely and fund necessary costs of the Land Management Activities, as hereinafter defined, which are required by the Agency Permits and the Conservation Easement and will be invested accordingly in a diversified investment portfolio in accordance with the endowment investment policy attached to this Agreement as **Exhibit “G”**, and incorporated herein by reference, which may be amended from time-to-time by Endowment Holder.

4. The use of the Endowment Account will be limited by the amount of money available in the Endowment Account at any given time, and by the stated purposes as described in this Agreement. Endowment Account interest earnings beyond those necessary to provide for growth of the Endowment Account commensurate with inflation may be used by the RLC to fund annual Land Management Activities on Property. In the event Endowment Holder becomes aware of a conflict between the direction provided by this Agreement or any of the Exhibits attached hereto, Endowment Holder shall notify and confer with Grantor to resolve the issue to the mutual satisfaction of the Parties.

## **II. DEFINITIONS**

1. “Account Holder” or “Account Holders” shall mean respectively one or more financial institution(s) that is a member of the Federal Deposit Insurance Corporation (“**FDIC**”) or Securities Investor Protection Corporation (“**SIPC**”) or any successor organization to the FDIC or SIPC.
2. “Agency” or “Agencies” shall mean ACOE, Department and Regional Board.
3. “Agreement” shall mean this Endowment Management Agreement entered into between Grantor and RLC, establishing the terms and conditions pursuant to which the Endowment Holder will accept custody of, and manage the Endowment Funds and disperse funds.
4. “Effective Date” shall mean the date of the signature of the second Party to sign this Agreement.
5. “Endowment Account” is a sum of money in a long term stewardship account, held in trust in a fund designated by Endowment Holder. The Endowment Account is to be maintained and managed in perpetuity in strict accordance with Government Code sections 65965-69568, Probate Code sections 18501-18510, and this Agreement to generate earnings and appreciation in value for use in funding Land Management Activities. The Endowment Account shall comprise the Endowment Amount and all interest, dividends, gains, other earnings, additions and appreciation thereon, as well as any additions thereto.
6. “Endowment Amount” shall mean Four Hundred Forty Thousand Two Hundred and Sixty and No/100 Dollars (**\$440,260.00**), which is the amount of money identified in the Endowment Assessment by RLC as the amount of money that would be necessary to carry out Land Management Activities, and that is required to be provided by Grantor to the Endowment Holder to fund the Endowment Account.
7. “Endowment Assessment” shall mean the analysis of the costs of perpetual long-term land management and maintenance, monitoring, or other activities on the Property, and associated calculation of the Endowment Amount, required by the Agency Permits. The Endowment Assessment may be calculated pursuant to property analysis software or otherwise.
8. “Endowment Deposit” is the deposit required to be made by the Grantor to the Endowment Holder to fund the Endowment Account. The Endowment Deposit received by the Endowment Holder shall be deposited into the Endowment Account.
9. “Land Management Activities” shall mean those activities which RLC as Grantee under the Conservation Easement and Endowment Holder of the Endowment Account has agreed to undertake and which are described the Conservation Easement, and in the Endowment Assessment.
10. “Party” and “Parties” shall mean respectively Grantor and RLC individually, and Grantor and RLC together.

11. "Reporting Period" shall mean from January 1 of each calendar year to December 31 of each calendar year, unless this Agreement is terminated, in which case the final Reporting Period shall be thirty (30) days prior to the date of termination of this Agreement.

### III. ENDOWMENT ACCOUNT ESTABLISHMENT, INVESTMENT, AND ADMINISTRATION

1. RLC agrees to establish an Endowment Account with an Account Holder, of the Parties' mutual agreement, in accordance with this Agreement into which the Endowment Amount shall be deposited.

2. Grantor shall pay to Endowment Holder the Endowment Amount to fund the Endowment Account.

3. Concurrently with the execution of this Agreement, Grantor shall pay to RLC Seventy One Thousand Eight Hundred and Thirteen and No/100 Dollars (\$71,813.00) ("**Initial Financial Requirement**"), which Initial Financial Requirement is for the purpose of reimbursing RLC for its costs and expenses incurred in connection with its acceptance of the Endowment Amount into the Endowment Account, and for fulfilling certain of Grantee's obligations specified in the Conservation Easement for up to the first three (3) years following the date of this Agreement and the Conservation Easement. No further assessments or fees are due to RLC for its expenses in carrying out the obligations in either this Agreement or as provided in the Conservation Easement.

4. Endowment Holder shall invest the monies in the Endowment Account consistent with this Agreement, including but not limited to this Section III and Section I.4 of this Agreement and applicable State and Federal laws. Day-to-day investment decisions will be made by RLC based upon advice with a professional investment advisor of financial institution with which RLC has established or will establish an investment advisory relationship. RLC may rely on the advice of any such adviser, and may delegate day-to-day investment decision-making authority, consistent with applicable State and Federal law, to such adviser with respect to management of the Endowment Account.

5. For investment purposes only, RLC may commingle any or all of the assets of the Endowment Account with other funds held or managed by RLC that are subject to similar investment purposes and restrictions. The intent of such actions is to allow RLC to pool funds subject to similar investment purposes and restrictions for collective management, such that all participating funds may benefit from efficiencies of scale. Any funds from the Endowment Account commingled in this manner shall at all times remain subject to applicable State law, consistent with UPMIFA or any applicable successor to such law.

6. To the extent sufficient funds exist, a portion of the interest and earnings on the Endowment Amount balance shall be reinvested by Endowment Holder into the Endowment Account to provide for growth of the Endowment Account commensurate with inflation using the annual Consumer Price Index (CPI) data that is published every February by the California Department of Industrial Relations, Division of Labor Statistics and Research, for all urban consumers. Any

Endowment Account revenues (including earnings and interest) remaining after the Endowment Account is adjusted for inflation that exceeds the anticipated annual long term management expenses of the Property are to be retained in the Endowment Account by the Endowment Holder and may be used by the RLC to fund unexpected expenses.

7. Grantor acknowledges that Grantee's Board of Directors has established an hourly billing rate for Grantee's staff, which rate is subject to adjustment from time-to-time by the Board; such hourly billing rate is used by Grantee to calculate the amount to be paid to Grantee from the Earnings (as hereinafter defined), for fulfilling its obligations hereunder.

#### **IV. RECORDS, REPORTING PROCEDURES AND AUDIT**

1. Endowment Holder shall prepare an annual funding report ("**Annual Funding Report**") for each calendar year this Agreement is in effect.

2. Pursuant to California Government Code Section 65966(e), the Annual Funding Report shall describe in reasonable detail and shall include at a minimum the following information:

- (a) The balance of the Endowment Account at the beginning of the Reporting Period;
- (b) The amount of the Endowment Account balance reinvested by Endowment Holder into the Endowment Account to provide for growth of the Endowment Account commensurate with inflation (CPI calculation shall be provided);
- (c) The net amounts of investment earnings, gains, and losses during the Reporting Period including both realized and unrealized amounts;
- (d) The administrative expenses charged to the Endowment Account from internal or third-party sources during the Reporting Period;
- (e) Detail all expenses incurred by or on behalf of Endowment Holder for Land Management Activities, including adaptive management, performed during the Reporting Period;
- (f) Describe any discrepancy between the Land Management Activities expected to be performed during the Reporting Period in accordance with the Conservation Easement, and the Endowment Assessment and the Land Management Activities actually performed during the Reporting Period;
- (g) Describe any discrepancy between the costs of the Land Management Activities as modeled in the Endowment Assessment and the costs of the Land Management Activities actually performed during the Reporting Period;
- (h) The balance of the Endowment Account at the end of the Reporting Period;

- (i) The specific asset allocation percentages including, but not limited to, cash, fixed income, equities, and alternative investments; and
  - (j) The most recent financial statements for the Endowment Holder audited by an independent auditor who is, at a minimum, a certified public accountant.
3. Endowment Holder agrees that in preparing the Annual Funding Report and in maintaining its own records relevant to the Endowment Account, that it shall use accounting standards promulgated by the Financial Accounting Standards Board or any other successor entity.
4. Copies of the Annual Funding Report shall also be submitted to the Agencies upon request.
5. Endowment Holder agrees that Grantor shall have the right to review and to copy any records and supporting documentation pertaining to the Endowment Account. Endowment Holder agrees to maintain such records for possible audit by Grantor for a minimum of three (3) years following the relevant calendar year, unless a longer period of records retention is stipulated. Endowment Holder agrees to allow the Grantor or its designated representative access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

#### **V. LIMITATIONS ON ENDOWMENT HOLDER'S LIABILITY**

RLC shall not be liable to Grantor or other persons for losses arising from investments pursuant to this Agreement. RLC shall maintain reasonable and customary supervision and employment policies for its employees, but shall be liable for the acts of its employees only to the extent of a breach of the RLC's obligations under this Agreement by such employees when they are acting within the course and scope of their employment. RLC shall have no obligation to expend any monies satisfying its obligations under the Conservation Easement, other than the revenues earned on the Endowment Account.

#### **VI. FIDUCIARY OBLIGATIONS OF ENDOWMENT HOLDER**

1. Endowment Holder shall make no disbursement or obligation of funds in the Endowment Account except in strict accordance with the provisions of this Agreement.
2. Endowment Holder shall have a duty of loyalty to Grantor with respect to the Endowment Account, and shall not use or borrow against funds in the Endowment Account for its own benefit.
3. In carrying out its obligations under this Agreement, Endowment Holder shall apply the following principles of fiduciary without exception:
- (a) There shall be no commingling of the Endowment Account with other funds. Funds may be pooled for investment management purposes only in accordance with Section III.4;

(b) Endowment Holder shall have a duty of loyalty and shall not use the Endowment funds for its own personal benefit;

(c) Endowment Holder shall act as a prudent investor of the Endowment funds;

(d) Endowment Holder shall not delegate the responsibility for managing the funds to a third party, but may delegate authority to invest the funds with Endowment Holder's oversight; and

(e) Endowment Holder shall act with prudence when delegating authority and in the selection of agents.

4. RLC, as "Endowment Holder" certifies that it meets all of the requirements set forth in this Section. The certification of RLC required by California Government Code section 65968(e) is attached hereto as Exhibit "H", and incorporated herein by reference.

## **VII. TERM AND TERMINATION OF AGREEMENT**

1. Term. This Agreement shall be effective from the Effective Date until the date (if any) that a successor endowment holder pursuant to Section IX.1 becomes obligated to perform the Land Management Activities, or until termination occurs pursuant to Section VII.2, whichever is first.

2. Termination. Endowment Holder may, with or without cause, terminate this Agreement by providing at least one hundred eighty (180) days prior written notice to Grantor or its successor, and the Agencies. Regardless of the date that notice of termination is provided and the passage of the intervening one hundred eighty (180) day notice period, termination is not effective unless and until the Endowment Holder has transferred in an orderly fashion the custody, control or other power necessary for the investment, management, and administration of all monies in the Endowment Account together with the transfer of the Conservation Easement to an entity identified by Endowment Holder and approved in writing by the Agencies. Within ninety (90) days following delivery of the monies in the Endowment Account to an approved successor, Endowment Holder shall provide to Grantor with a copy to the Agencies, a final accounting showing the deposits (including interest accrued thereon) and disbursements of all sums received pursuant to this Agreement during the Reporting Period, together with such other documents that the Agencies may reasonably request. Upon delivery of the monies in the Endowment Account to successor endowment holder and final accounting specified above, Endowment Holder's obligations under this Agreement shall cease and terminate.

## **VIII. CONTACT INFORMATION/COMMUNICATIONS**

1. All approvals, notices, reports and other communications required or permitted under this Agreement shall be in writing and delivered by certified mail personal delivery overnight carrier that provides evidence of delivery. Each Party agrees to notify the other promptly after any change in named representative, address, telephone, or other contact information.



2. The individuals named below shall be the representatives of Grantor and the RLC, respectively, for purposes of this Agreement:

If to Grantor:

Riverside County  
Transportation Commission  
Attn: Executive Director  
4080 Lemon Street, 3rd Floor  
Riverside, CA 92501

If to RLC:

Rivers & Lands Conservancy  
6876 Indiana Avenue  
Suite J-2  
Attn: Executive Director  
Riverside, CA 92506

With a copy to:

Gresham Savage Nolan & Tilden  
550 E. Hospitality Lane, Suite 300  
San Bernardino, CA 92408  
Attn: J. Matthew Wilcox

Notice shall be deemed effective upon receipt or rejection only.

## **IX. MISCELLANEOUS PROVISIONS**

1. No Assignment. Neither Party may assign this Agreement, in whole or in part, to any individual or other legal entity without the prior written approval of the other Party and the prior written consent of the Agencies.
2. Amendments. This Agreement may be amended only in writing agreed to and signed by both Parties and with the written concurrence of the Agencies.
3. Severability. If any provision of this Agreement is held to be unlawful or invalid by any court of law with duly established jurisdiction over this Agreement, the Parties intend that the remainder of this Agreement shall remain in full force and effect notwithstanding the severance of the unlawful or invalid provision(s).
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
5. Dispute Resolution. The Parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The Parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the Parties will then elevate the dispute to the appropriate officials within their respective organizations. The Parties may also resolve disputes pursuant to the process outlined in the Conservation Easement.

6. Attorney Fees. In any action to enforce the terms of this Agreement, the Prevailing Party shall be entitled to recover from the nonprevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.
7. Independent Capacity. Each of the Parties is acting in its independent capacity in entering into and carrying out this Agreement and not as an agent, employee, or representative of the other Party.
8. Third-Party Rights. This Agreement confers rights and remedies upon the Agencies, as third party beneficiaries, insofar as this Agreement is intended to carry out the requirements and obligations set forth in the Agency Permits. No person, other than the Parties or said named third party beneficiaries, has any rights or remedies under this Agreement. The Parties may not amend or terminate this Agreement without the prior written consent of the Agencies.
9. Warrant of Authority. Each party to this Agreement warrants to the other that its respective signatory has fully right and authority to enter into and consummate this Agreement and the transactions contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, intending to be bound legally.

**GRANTOR**

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIVERS & LANDS CONSERVANCY**

RIVERS & LANDS CONSERVANCY, a California non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT “A”**  
**PERMIT**

DRAFT

**EXHIBIT “B”**  
**PERMIT**

DRAFT

**EXHIBIT “C”**  
**PERMIT**

DRAFT

**EXHIBIT “D”**  
**LEGAL DESCRIPTION**

DRAFT

**EXHIBIT “E”**  
**LEGAL DEPICTION**

DRAFT



**EXHIBIT “F”**  
**ENDOWMENT ASSESSMENT**

DRAFT

**EXHIBIT “G”**  
**ENDOWMENT INVESTMENT**

DRAFT

**EXHIBIT “H”  
RLC ENDOWMENT CERTIFICATION**

DRAFT

**Conservation Endowment Certification**  
**(Cal. Gov. C. 65968(e))**

Pursuant to California Government Code section 65968(e), Rivers & Lands Conservancy, a California non-profit corporation (“**RLC**” or “**Endowment Holder**”) certifies to Riverside County Transportation Commission (“**Permittee**”) and the Los Angeles District of the United States Army Corps of Engineers (“**ACOE**”) that it meets all of the following requirements. Unless otherwise defined herein, all capitalized terms have the meaning given those terms in the Endowment Management Agreement between RLC, Permittee and ACOE dated \_\_\_\_\_

1. RLC has the capacity to effectively manage the Endowment Fund;
2. RLC has the capacity to achieve reasonable rates of return on the investment of the Endowment Fund similar to those of other prudent investors for endowment funds and shall manage and invest the Endowment Fund in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code) (the “**UPMIFA**”);
3. RLC utilizes generally accepted accounting practices (GAAP) as promulgated by the Financial Accounting Standards Board or any successor entity for nonprofit organizations.
4. RLC will be able to ensure that the Endowment Fund is accounted for, and tied to the Easement Area, and
5. RLC has an investment policy that is consistent with the UPMIFA.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in Riverside, California.

**RIVERS & LANDS CONSERVANCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President



# **AGENDA ITEM 9**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	September 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee David Knudsen, External Affairs Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	State and Federal Legislative Update

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to receive and file an update on state and federal legislation.

**BACKGROUND INFORMATION:**

**State Update**

On June 30, Governor Newsom signed the revised state budget and several trailer bills, which were a result of extensive negotiations between the Legislature and the Administration. This revised budget follows the budget framework, which was passed on June 13, 2022, in order to meet the constitutionally prescribed deadline of June 15, 2022. As with previous budget cycles, legislators continue to negotiate outstanding budget details past the June 15 deadline, to be incorporated into budget trailer bills that implement the topline spending programs per agency, or a “budget bill junior,” to revise the Budget Act of 2022-23.

Throughout the budget process, staff continued work to support the Inland Empire Caucus’ budget request for \$2.2 billion for transportation projects in Riverside and San Bernardino Counties. As the budget process concluded, of the \$2.2 billion dollar request, the San Bernardino County Transportation Authority did receive \$1 million to conduct a State Route 247/62 emergency bypass lane study to consider an alternative route to Interstate 15 in the event of a natural disaster in San Bernardino County. It is unclear if any other projects listed in the Inland Empire Caucus’ budget request will be funded via the state budget process.

***State Transportation Funding***

The enacted state budget includes significant new resources for transportation programs, particularly those focused on transit and rail capital improvements and active transportation, including:

- \$4.2 billion of remaining Proposition 1A (2008) funding for the California High-Speed Rail project;
- \$4 billion over the next two years for priority capital transit and rail purposes;



- \$3.65 billion for transit capital projects to be allocated via the Transit and Intercity Rail Capital Program (TIRCP), a competitive program administered by CalSTA. Of this amount, \$1.8 billion is to be dedicated to projects in Southern California, including the counties of Orange, Imperial, Los Angeles, Riverside, San Bernardino, San Diego, and Ventura;
- \$1.2 billion to be administered by CalSTA for port-specific high priority projects that increase goods movement capacity on rail and roadways serving ports and at port terminals. 70 percent of allocated funds are to be used for infrastructure projects at the Port of Los Angeles and the Port of Long Beach, with the remaining 30 percent of funds to be used for other high-priority projects supporting ports and goods movement infrastructure in the rest of the State, including inland ports;
- \$1 billion for the Active Transportation Program; and
- \$350 million for high-priority grade crossing improvement and separation projects that maximize safety benefits and reduce or eliminate conflicts between road users and railroads.

The budget also provided millions of dollars in funding for zero-emission vehicle deployment and charging and refueling infrastructure; local climate adaptation projects; and the establishment of the Highways to Boulevards Program for planning or implementing the conversion or transformation of underutilized state highways into multimodal corridors that serve residents of underserved communities by developing complete streets, creating open space or parks, supporting affordable housing development, or other community-oriented infrastructure.

### ***Continued Legislative Advocacy***

The Legislature reconvened on August 1 from the July summer recess working quickly to meet the August 31 deadline for each house to pass bills. Staff continue to work with members of Riverside County's State delegation on Assembly Bill 2438 (Friedman). Unfortunately, staff was informed that Assemblymember Friedman would not accept RCTC's proposed amendments to her other bill AB 2344, regarding wildlife connectivity, to ensure consistency with Habitat Conservation Plans and Natural Community Conservation Plans and limit the duplication of analysis and mitigation. As of the writing of this report, AB 2344 has been placed on the Suspense File by the Senate Appropriations Committee and is pending a hearing on August 11.

The other highly impactful bills will not receive a final Senate floor vote this session. AB 1778 (Cristina Garcia) did not pass out of Senate Transportation Committee and AB 2237 (Friedman) as not given a hearing at all.

Staff will continue to be active throughout the remainder of the legislative session and keep commissioners apprised of opportunities to advocate.

### **Federal Update**

The FY2023 Transportation, Housing and Urban Development (THUD) Appropriations bills are moving through the legislative process in Congress. The House passed its version of the THUD

legislation on July 20. Included in the legislation is \$3 million in funding for the I-15 Express Lanes Southern Extension, secured by Representative Calvert, and \$3 million in funding for the Third Street Grade Separation in Riverside, secured by Representative Takano. The House THUD Appropriations bill is now awaiting action by the Senate.

The Senate Appropriations Committee has yet to finalize their FY 2023 Appropriations bill – a bipartisan budget agreement detailing defense and non-defense discretionary spending is necessary before the Senate will proceed. The Senate THUD Appropriations bill unfortunately does not include the \$5 million in funding for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Project Tier II Environmental Review requested by Senator Padilla.

Once the House and Senate have a budget agreement, work will continue on the THUD legislation to reconcile any differences between the chambers. With the federal fiscal year ending on September 30, it is unlikely that final legislation will be enacted by that date. Therefore, it is anticipated a Continuing Resolution will fund federal agencies and programs at FY2022 levels until after the November elections.

The Senate is also expected to pass the Inflation Reduction Act or reconciliation legislation. There are several climate change related provisions and staff are currently working to assess the impacts of these provisions and any future funding opportunities for RCTC initiatives.

**FISCAL IMPACT:**

This is a policy and information item. There is no fiscal impact.

Attachment: State and Federal Update Legislative Matrix – August 2022



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – AUGUST 2022**

<b>Legislation/ Author</b>	<b>Description</b>	<b>Bill Status</b>	<b>Position</b>	<b>Date of Board Adoption</b>
<b>SB 1121 (Gonzalez)</b>	This bill would require the California Transportation Commission (CTC) to biennially develop a needs assessment of the cost to operate, maintain, and provide for the future growth and resiliency of the state and local transportation system. In developing the needs assessment, the CTC would be required to consult with relevant stakeholders, including, but not limited to, metropolitan planning organizations, county transportation commissions, regional transportation planning agencies, local governments, and transit operators. In addition, the bill requires the CTC to estimate the cost to provide for future growth of the state and local transportation system in the needs assessment and must include the cost to address climate change impacts.	Referred to Assembly Appropriations Committee  June 20, 2022	<i>SUPPORT</i>  <i>Staff action based on platform</i>	June 15, 2022
<b>AB 2344 (Friedman)</b>	If enacted as written, AB 2344 would require Caltrans, in consultation with the Department of Fish and Wildlife (DFW), to establish a wildlife connectivity project list of wildlife passage projects. The bill would require the list to be included in the wildlife connectivity action plan and require Caltrans and DFW to prioritize the implementation of projects on the list based on specified factors, including, among others, the project's ability to enhance connectivity and permeability within a connectivity area or natural landscape area identified in the wildlife connectivity action plan.	Referred to Senate Appropriations Committee  August 2, 2022	<i>OPPOSE Unless Amended</i>  <i>Staff action based on platform</i>	June 3, 2022
<b>SB 1410 (Caballero)</b>	This bill would require, by January 1, 2025, to conduct and submit to the Legislature a study on the impacts and implementation of the guidelines described above relating to transportation impacts. The bill would require the office, upon appropriation, to establish a grant program to provide financial assistance to local jurisdictions for implementing those guidelines.	Referred to Assembly Appropriations Committee  August 2, 2022	<i>Support</i>	May 11, 2022
<b>AB 2237 (Friedman)</b>	AB 2237 would limit use of State Transportation Improvement Program funding and reframe the administration of such, while also seeking a redefinition of the roles and responsibilities for metropolitan planning organizations	Referred to Senate, Transportation Committee  June 16, 2022	<i>OPPOSE</i>	May 11, 2022

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>AB 2438 (Friedman)</b>	<p>This bill would require the agencies that administer those programs to revise the guidelines or plans applicable to those programs to ensure that projects included in the applicable program align with the California Transportation Plan, the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency, and specified greenhouse gas emissions reduction standards.</p> <p>The bill would require the Transportation Agency, the Department of Transportation, and the California Transportation Commission, in consultation with the State Air Resources Board and the Strategic Growth Council, to jointly prepare and submit a report to the Legislature on or before January 1, 2025, that comprehensively reevaluates transportation program funding levels, projects, and eligibility criteria with the objective of aligning the largest funding programs with the goals set forth in the above-described plans and away from projects that increase vehicle capacity.</p>	<p>Referred to Senate Appropriations Committee</p> <p>August 8, 2022</p>	<i>OPPOSE</i> <i>Staff action based on platform</i>	March 24, 2022
<b>AB 1778 (Cristina Garcia)</b>	This bill would prohibit any state funds or personnel time from being used to fund or permit freeway widening projects in areas with high rates of pollution and poverty.	<p>Failed passage to pass Senate Committee on Transportation</p> <p>June 29, 2022</p>	<i>OPPOSE</i>	March 9, 2022
<b>AB 1499 (Daly)</b>	Removes the January 1, 2024 sunset date for Department of Transportation and regional transportation agencies to use the design-build procurement method for transportation projects in California.	<p>Signed by the Governor</p> <p>September 22, 2021</p>	<i>SUPPORT</i>	April 14, 2021
<b>SB 623 (Newman)</b>	Clarifies existing law to ensure toll operators statewide can improve service to customers and enforce toll policies while increasing privacy protections for the use of personally identifiable information (PII).	<p>Failed to Pass House of Origin by January 31, 2022 deadline.</p> <p>February 1, 2022</p>	<i>SUPPORT</i>  <i>Staff action based on platform</i>	April 5, 2021
<b>SB 261 (Allen)</b>	This bill would require that the sustainable communities strategy be developed to additionally achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2045 and 2050 and vehicle miles traveled reduction targets for 2035, 2045, and 2050 established by the board. The bill would make various conforming changes to integrate those additional targets into regional transportation plans.	<p>Failed to Pass House of Origin by January 31, 2022 deadline.</p> <p>February 1, 2022</p>	<i>OPPOSE</i>	May 12, 2021

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>Federal</b>				
<b>HR 972 (Calvert)</b>	This bill establishes the Western Riverside County Wildlife Refuge which would provide certainty for development of the transportation infrastructure required to meet the future needs of southern California.	Ordered Reported by the House Committee on Natural Resources  July 14, 2021	<i>SUPPORT</i>  <i>Staff action based on platform</i>	June 11, 2021