RIVERSIDE COUNTY TRANSPORTATION COMMISSION

# MEETING AGENDA

TIME/DATE: **9:30 a.m. / Wednesday, May 10, 2023**

LOCATION: **PARKVIEW OFFICE COMPLEX**
**73-710 Fred Waring Drive**
**Conference Room 119**
**Palm Desert, CA 92260**

## COMMISSIONERS

**Chair** – Bob Magee
**Vice Chair** – Lloyd White
**Second Vice Chair** – Karen Spiegel

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
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Rick Minjares, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Wendy Hewitt, City of Calimesa
Jeremy Smith / Jennifer Dain, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Steven Hernandez / Stephanie Virgen, 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 / Ty Peabody, City of Indian Wells
Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bill Zimmerman / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Ron Holliday, City of Murrieta
Berwin Hanna / Katherine Aleman, City of Norco
Jan Harnik / Kathleen Kelly, City of Palm Desert
Lisa Middleton / To Be Appointed, City of Palm Springs
Michael M. Vargas / Rita Rogers, City of Perris
Meg Marker / Lynn Mallotto, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Alonso Ledezma / Valerie Vandever, City of San Jacinto
James Stewart / Jessica Alexander, City of Temecula
Joseph Morabito / Ashlee DePhillippo, City of Wildomar
Catalino Pining, 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*

***MEETING AGENDA****

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

***9:30 a.m.***
***Wednesday, May 10, 2023***

***Parkview Office Complex***
***73-710 Fred Waring Drive***
***Conference Room 119***
***Palm Desert, CA 92260***

This meeting is being conducted in person as well as via teleconference. Please visit https://rivco.org/constituent-speaking-request to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to May 9, 2023 and your comments will be made part of the official record of proceedings.

*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 at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.*

*In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, 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. PUBLIC HEARING – PROPOSED BUDGET FOR FISCAL YEAR 2023/24**

***Page 1***

***Overview***

This item is for the Commission to:

1) Discuss, review, and provide guidance on the proposed Fiscal Year 2023/24 Budget; and
2) Conduct a public hearing to receive input and comments on the proposed FY 2023/24 Budget on May 10 and June 14, 2023, and thereafter close the public hearing.

**7. 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.*

**7A. APPROVAL OF MINUTES – APRIL 12, 2023**

***Page 27***

**7B. SINGLE SIGNATURE AUTHORITY REPORT**

***Page 37***

***Overview***

This item is for the Commission to:

1) Receive and file the Single Signature Authority report for the third quarter ended March 31, 2023.

**7C. MONTHLY INVESTMENT REPORT**

***Page 39***

***Overview***

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended March 31, 2023.

**7D. AGREEMENT FOR SALES TAX AUDIT AND REPORTING SERVICES**

***Page 42***

***Overview***

This item is for the Commission to:

1) Approve Agreement No. 23-19-040-00 with MuniServices an Avenue Insights and Analytics Company (MuniServices) to provide sales tax audit and reporting services for a three-year term, and one two-year option to extend the agreement in an amount not to exceed $110,000;
2) Adopt Resolution No. 23-002, *"Authorization of the Riverside County Transportation Commission to Examine Transactions and Use Tax Records"*; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

**7E. 15 EXPRESS LANES MONTHLY STATUS REPORTS**

***Page 67***

***Overview***

This item is for the Commission to:

1) Receive and file the 15 Express Lanes Monthly Reports for the three months from October to December 2022.

**7F. 91 EXPRESS LANES MONTHLY STATUS REPORTS**

***Page 95***

***Overview***

This item is for the Commission to:

1) Receive and file the 91 Express Lanes Monthly Reports for the three months from October to December 2022.

**7G. AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES CONTRACT WITH KAPSCH TRAFFICCOM USA INC. TO IMPLEMENT DYNAMIC PRICING ON THE 91 EXPRESS LANES**

***Page 159***

***Overview***

This item is for the Commission to:

1) Approve Change Order No. 33 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to implement Dynamic Pricing on the 91 Express Lanes in the amount of $3,191,086, plus a contingency amount of $223,559, for an additional amount of $3,414,645;

2) Authorize the Executive Director or Designee to approve contingency work as may be required for the Project; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order No. 33 to Agreement No. 16-31-043-00 on behalf of the Commission.

**7H. EXPRESS LANES INTELLIGENT TRANSPORTATION SYSTEMS POLES PROJECT**

***Page 181***

***Overview***

This item is for the Commission to:

1) Award Agreement No. 23-31-049-00 to International Line Builders, Inc. for the Express Lanes Intelligent Transportation Systems Poles Project in the amount of $399,835, plus a contingency amount of $60,000, for a total amount not to exceed $459,835;
2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

**7I. EXPRESS LANES CHANNELIZER AGREEMENT**

***Page 222***

***Overview***

This item is for the Commission to:

1) Award Agreement No. 23-31-053-00 to Statewide Traffic Safety and Signs for channelizers for the express lanes for a one-year term in the amount of $215,173, plus a contingency amount of $32,276, for a total amount not to exceed $247,449;
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 purchase orders to the vendor under the terms of the agreement.

**7J. AGREEMENT FOR COMPLETION OF PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT FOR THE STATE ROUTE 91 EASTBOUND CORRIDOR OPERATIONS PROJECT**

***Page 239***

***Overview***

This item is for the Commission to:

1) Award Agreement No. 23-31-041-00 with Parsons Transportation Group, Inc. (Parsons) to provide project approval/environmental document (PA/ED) for the State Route 91 Eastbound Corridor Operations Project (ECOP) in the amount of $3,464,514, plus a contingency amount of $346,451, for a total amount not to exceed $3,810,965;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, 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.

**7K. AGREEMENT FOR ON-CALL RAILWAY FLAGGING SERVICES FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S HIGHWAY AND EXPRESSWAY PROJECTS ENCROACHING IN BURLINGTON NORTHERN SANTA FE**

***Page 312***

***Overview***

This item is for the Commission to:

1) Award Agreement No. 23-31-061-00 to RailPros, Inc., to provide on-call Railway Flagging Services for Riverside County Transportation Commission's (RCTC) current and future highway and/or expressway projects or activities of the Commission within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), for a three-year term, and one, two-year option to extend the agreement, in an amount not to exceed $2,400,000; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.

**7L. AGREEMENT FOR ELEVATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES**

***Page 335***

***Overview***

This item is for the Commission to:

1) Approve Agreement No. 23-24-046-00 with Amtech Elevator Services to provide elevator maintenance, inspection and repair services for a three-year term, and one, two-year option to extend the agreement, in the amount of $400,000, plus a contingency amount of $50,000, for a total amount not to exceed $450,000; and

2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

**8. APPROVAL OF VANCLUB VANPOOL PROGRAM SUBSIDY INCREASE AND AMENDMENTS TO LEASING VENDOR AGREEMENTS**

***Page 359***

***Overview***

1) Approve VanClub program vanpool subsidy increase from $400 a month per vanpool to $600 a month per vanpool, effective July 1, 2023;
2) Approve Agreement No. 21-41-021-01, Amendment No. 1 to Agreement No. 21-41-021-00 with Airport Van Rental (AVR Vanpool) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount;
3) Approve Agreement No. 18-41-038-02, Amendment No. 2 to Agreement No. 18-41-038-00 with California Vanpool Authority (CalVans) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount;
4) Approve Agreement No. 18-45-063-04, Amendment No. 4 to Agreement No. 18-45-063-00 with Commute with Enterprise (Enterprise) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount; and
5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

**9. STATE AND FEDERAL LEGISLATIVE UPDATE**

***Page 373***

***Overview***

1) Receive and file a state and federal legislative update.

**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. CLOSED SESSION**

**13A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9 (d)(1)
Case No(s). CVRI2101970

## 14. ADJOURNMENT

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, June 14, 2023.**

# AGENDA ITEM 6

# PUBLIC HEARING

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Budget and Implementation Committee<br>Sergio Vidal, Chief Financial Officer |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Proposed Budget for Fiscal Year 2023/24 |

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

This item is for Commission to:

1) Discuss, review, and provide guidance on the proposed Fiscal Year 2023/24 Budget; and
2) Conduct a public hearing to receive input and comments on the proposed FY 2023/24 Budget on May 10 and June 14, 2023, and thereafter close the public hearing.

***BACKGROUND INFORMATION:***

Staff completed the initial budget preparation process culminating with the attached executive summary for the proposed FY 2023/24 Budget. The policy goals and objectives approved by the Commission on March 8 formulate the basis for the upcoming FY 2023/24 budget. The long-term policy goals that support the Commission's objectives considered during the preparation of the budget relates to promoting quality of life; achieving operations excellence; connecting the economy; being a responsible partner; and maintaining fiscal accountability.

The Commission's budget is primarily project-driven and includes service-driven enterprise operations such as the Interstate 15 and State Route 91 Express Lanes. As a project driven-agency, the Commission accumulates funds, or reserves, for specific projects and programs – resulting in flexibility to adjust project development or programs in the event of an economic downturn.

The proposed FY 2023/24 Budget (Attachment 1, Tables 18 anticipates that total uses will exceed sources by approximately $160 million. Similar to prior years, accumulated reserves will fund the deficiency, largely related to the use of fund balance for the following projects: Regional Arterial call for projects funded by both Transportation Uniform Mitigation Fees (TUMF) and Measure A regional arterial revenues; and 15/91 Express Lanes Connector funded by SR-91 Surplus Toll Revenues.

Furthermore, Tables 18-20 (Attachment 1) provide a summary of budgeted sources and uses from different perspectives (comparative, operating and capital, and fund type).

**Sources**

The proposed budget for FY 2023/24 reflects sources at approximately $1.02 billion, including transfers in, a five percent decrease from the prior year. The decrease is largely attributable to lower intergovernmental revenues related to project reimbursements offset by increases in local sales taxes and investment income.

Measure A and Local Transportation Fund (LTF) revenues are each estimated to be $5 million more than prior year largely due to continued strong economic activity in the County and taxation of online sales (Measure A). State Transit Assistance estimated to be $7.4 million greater than the prior year, largely due continued elevated costs related to fuel sales. Due to the higher than anticipated interest rates the portfolio yield has been amended, translating to an estimated $12 million from the prior year.

Furthermore, the estimated sources represents a cautiously optimistic outlook to the County's economic activity. Key trends to be monitored by staff impacting our estimates include but not limited to following unemployment rate, interest, and inflation rates.

**Uses**

FY 2023/24 uses is estimated to be $1.19 billion, representing a two percent increase from the prior year. The increases are largely related to the Public and Specialized Transit expenditures due to exhausting COVID-19 pandemic relief funding by transit operators and higher operating and capital contributions to Southern California Regional Rail Authority (SCRRA). Planning and Programming anticipated increase in uses is largely attributable to grant funded Regional Early Action Plan (REAP) 2.0 special study expenses and LTF disbursements.

Since the Commission is primarily project-driven, personnel costs represent less than two percent of budgeted expenditures totaling approximately $17.6 million. As approved by the Executive Committee, on April 10, 2023, budgeted personnel costs reflect the following changes for the upcoming fiscal year:

Changes in Personnel Costs - FY 2023/24:

- Four (4) percent pool for performance merit-based salary increases; and
- Four (4) percent annual salary range cost of living adjustment (COLA). The COLA only applies to the Commission's salary range structure and is not automatically applied to the current employees' salaries. In June 2019, the Board approved the COLA will be predicated on the percent change in the Consumer Price Index (CPI) – All-Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, rounded to the nearest half a percent, with a maximum adjustment of 4 percent. The COLA will be equal to the CPI, but no less than 0 percent and no greater than 4 percent. The CPI for the All-Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, 2022, was 8.7 percent. In accordance with the Board's action, CPI was

capped at 4 percent and applied to the Commission's salary range structure for FY 2023/24.

With the FY 2023/24 Budget, the Commission will continue to move forward current capital projects to construction, thereby providing a stimulus to the local economy. Significant capital projects and its current project phase are as follows:

**Construction and/or Design-Build Phase:**

- 71/91 Connector in Corona
- 15/91 Express Lanes Connector in Corona

**Completion Phase *(Anticipated)*:**

- I-15 Express Lanes Project in northwestern Riverside County,
- Moreno Valley-March Field station upgrades and grade separation projects
- Design-build activities on the 15/91 Express Lanes Connector in Corona
- Mid County Parkway's (MCP)
    - I-215/Placentia Avenue interchange in Perris

**Preliminary engineering, final design, and/or right of way acquisitions Phase(s):**

- I-15 Express Lanes Project-Southern Extension
- I-15 Express Lanes Corridor Operations Project
- MCP's construction project and I-215/Placentia Avenue interchange in Perris
- 71/91 Connector in Corona

**Other major capital projects:**

- Pass-through funding for Measure A local streets and roads
- SB 132 projects in northwestern Riverside County
- Western County TUMF and Measure A regional arterial projects
- Several commuter rail station upgrades and improvements

Table 21 in the executive summary presents a summary of highway, regional arterial, rail, and regional conservation program projects.

A public hearing to allow for public comment on the proposed budget is required prior to the adoption of the proposed budget, including proposed salary schedule. **Accordingly, staff recommends the Commission opens the public hearing on May 10, continues the public hearing to June 14 followed by adoption of the proposed FY 2023/24 Budget.** In accordance with the Commission's fiscal policies, the budget must be adopted no later than June 15 of each year.

A summary of the proposed FY 2023/24 Budget is as follows:

| | | FY 2023/24 Budget |
|---|---|---|
| **Revenues and other financing sources:** | | |
| Sales taxes-Measure A and Local Transportation Funds | $ | 435,000,000 |
| Reimbursements (federal, state, and local) | | 201,941,200 |
| Transportation Uniform Mitigation Funds, including reimbursements | | 31,000,000 |
| State Transit Assistance | | 38,363,900 |
| Tolls, penalties, and fees | | 97,989,000 |
| Other revenues | | 723,500 |
| Interest on investments | | 13,305,000 |
| Transfers in | | 211,674,800 |
| **Total revenues and other financing sources** | | 1,029,997,400 |
| | | |
| **Expenditures and other financing uses:** | | |
| Personnel salaries and fringe benefits | | 17,563,900 |
| Professional services | | 23,618,500 |
| Support services | | 21,648,300 |
| Projects and operations | | 816,406,100 |
| Capital outlay | | 7,837,200 |
| Debt service (principal and interest) | | 91,416,200 |
| Transfers out | | 211,674,800 |
| **Total expenditures and other financing uses** | | 1,190,165,000 |
| | | |
| **Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses** | | (160,167,600) |
| | | |
| **Beginning fund balance (projected)** | | 1,382,668,800 |
| **Ending fund balance (projected)** | $ | 1,222,501,200 |

At its June 14 Commission meeting, staff will present the entire budget document with detailed narratives and the FY 2023/24 salary schedule.

Attachment: Executive Summary for the Proposed FY 2023/24 Budget

*Approved by the Budget and Implementation Committee on April 24, 2023*

In Favor: 9 Abstain: 0 No: 0

# Executive Summary

## Introduction

The budget for Fiscal Year (FY) 2023/24 is presented to the Board of Commissioners (Board) and the citizens of Riverside County. The budget outlines the projects and programs the Commission plans to undertake during the year and appropriates expenditures to accomplish these tasks. The budget also shows the funding sources and fund balances for these projects and programs. This document serves as the Commission's monetary guideline for the fiscal year. To provide the reader a better understanding of the projects and programs, staff included descriptive information regarding each department and major programs and projects. This budget is presented based on the best available economic information. The Board and staff will continuously monitor, assess, and re-prioritize the budgeted revenues and expenditures as necessary. The discussion in each department includes a review of accomplishments, major initiatives, and key assumptions.

## Policy Goals and Objectives

As approved at its March 8, 2023, meeting, the Commission is driven by four core mission statements and underlying goals for the residents of Riverside County and the transportation system upon which they rely:

| **QUALITY OF LIFE**<br>***RCTC is focused on improving life for the people of Riverside County and empowering them to live life at their pace.*** | |
|---|---|
| **Choice** | RCTC empowers the residents of Riverside County to choose how to safely get to where they are going. |
| **Environmental Stewardship** | RCTC protects and preserves the County's environment for its residents. |
| **Mobility** | RCTC provides access, equity, and choice in transportation; RCTC is a multimodal mobility partner. |
| **Equity** | RCTC supports transportation services and projects that address inequities, especially those in rural, low income, and disadvantaged communities. |
| **Access** | RCTC projects and programs are the connection to employment, housing, schools, community institutions, parks, medical facilities, and shopping in the region, and should be equitably accessible to all communities served. |
| **Goods Movement** | RCTC facilitates the funding and delivery of projects that mitigate the impact of increased goods movement flow through Riverside County and advocates for a reasonable balance between the need to maintain the supply chain and to protect public health. Also identifies solutions to reduce truck congestion and the community impacts from the flow of goods from nearby ports. |
| **Public Engagement** | RCTC is committed to engaging Riverside County residents through ongoing two-way communication and public outreach. |

| OPERATIONAL EXCELLENCE<br>*RCTC is a responsible and conservative steward of taxpayer dollars.* | |
|---|---|
| **State of Good Repair** | RCTC invests in road safety and maintenance in its residents' neighborhoods and sustainable practices to maintain its stations and facilities. |
| **Promises Fulfilled** | Projects are completed on-time, on-budget; RCTC delivers on its promises as a steward of Riverside County residents' investment. |
| **Efficiency** | RCTC operates in an efficient and cost-effective manner. |
| **Innovation** | RCTC seeks to implement innovative transportation solutions. |
| **Information** | RCTC seeks to provide information to the public that is transparent and easily accessible; ensure customers receive prompt, dependable, and quality service. |

| CONNECTING THE ECONOMY<br>*RCTC is a driver of economic growth in Riverside County.* | |
|---|---|
| **Workforce Mobility** | RCTC improves the economy by creating a robust workforce to workplace system; RCTC fosters workforce development by improving transportation access from housing to employment, and education centers. |
| **Population Growth** | Since 1976, RCTC has been responsible for connecting the County's economy as the County's population has quadrupled from 550,000 to over 2.5 million today. RCTC is sensitive to each geographic area's unique needs. |
| **Economic Impact** | RCTC has invested over $4.5 billion in the County's economy thanks to Measure A and toll revenues, which has a multiplier impact in terms of jobs and economic opportunity throughout Riverside County. |

| RESPONSIBLE PARTNER<br>*RCTC partners with local, tribal, regional, and state governments to deliver transportation projects and programs.* | |
|---|---|
| **Streets and Roads** | RCTC has invested over $1.4 billion in local priorities for maintaining streets and roads and fixing potholes. |
| **Transit** | RCTC partners with transit operators to provide residents mobility choices, flexibility, intercity and intercounty connectivity, and access—especially during a post-pandemic recovery. |
| **Active Transportation Facilities** | RCTC continually improves its stations for better bicycle and pedestrian access and partners with agencies within the County to promote active transportation alternatives, including the building of regional trails and bicycle and pedestrian facilities in accordance with local general master and active transportation plans. |
| **Grants** | RCTC is a steward of state and federal grants to leverage Measure A dollars and improve mobility for our communities. |
| **Local Measure A Value** | RCTC invests Measure A dollars into projects and programs that benefit local communities throughout the County. |
| **Partnerships** | RCTC will strive to form partnerships with key stakeholders in both the public and private sector. The goal of collaborating with other entities is to ensure support for projects and programs, relief from regulations, and to find solutions for shared challenges. |

Staff used these core mission statements and goals to prepare this budget and develop the following short-term objectives to further guide the planning for the FY 2023/24 budget.

Capital Project Development and Delivery

- Continue preliminary engineering, design, right of way acquisition, and/or construction of projects included in the Western County Highway Delivery Plan, and projects to improve operations of Metrolink commuter rail service.
- Continue to support operations planning and design of projects led by other agencies.
- Continue as lead agency for partner agency projects, closeout the I-15/Railroad Canyon Interchange project, continue preliminary engineering of the I-10/Highland Springs Avenue Interchange project, and continue environmental clearance and design efforts for the Santa Ana River Trail.
- Consider opportunities to implement technology-based strategies, or Smart Freeway projects, to manage traffic, reduce congestion and pollution, increase safety, and improve the quality of commutes. Finalize plans, specifications and estimates for the Smart Freeway project on I-15 in Temecula.
- Maintain and enhance communication and collaboration with the California Department of Transportation (Caltrans) to improve the Commission's ability to deliver critical projects.
- Collaborate with local jurisdictions to implement Transportation Uniform Mitigation Fee (TUMF) regional arterial program projects and facilitate the delivery of eligible arterial improvements in western Riverside County (Western County).
- Continue active engagement in state and federal efforts to streamline and modernize the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) to improve the Commission's ability to deliver critical projects.

Operations

- Efficiently operate the 91 and 15 Express Lanes and achieve high customer satisfaction through reduction in congestion, mobility improvements, and management of demand.
- Efficiently and cost effectively operate the commuter rail station facilities, and 91/Perris Valley Line (PVL) rail corridor to ensure reliable high quality commuter rail service.
- Efficiently provide motorist assistance services so that motorists can conveniently travel and use transportation facilities as safely as possible.

Regional Programs

- Proactively engage state and federal legislators and agencies to advance principles identified in the adopted Legislative Platform to ensure that the Commission receives consideration for transportation projects and funding to key regional needs and mobility choice.
- Monitor transit trends and the associated economic, social, and public health factors that impact ridership and create barriers to transit growth.
- Subsidize reliable and cost-effective Metrolink commuter rail service to and from Riverside County; Southern Regional Rail Authority (SCRRA) is the operator of Metrolink.
- Provide continued leadership in the planning and development for the Coachella Valley-San Gorgonio Pass Rail Corridor Service (CV Rail).
- Support innovative programs that provide transit assistance in rural areas or for riders with special transit needs.
- Promote cost controls and operating efficiency for transit operators.
- Maintain effective partnerships among commuters, employers, and government to increase the efficiency of our transportation system by encouraging and promoting telework and motorized and non-motorized transportation alternatives such as vanpools.

Management Services

- Maintain close communication with Commissioners and educate policy makers on all issues of importance to the Commission including Measure A.
- Develop and execute a communication, public information, and community engagement strategy for the purposes of education, partnership building, information sharing, and customer service.
- Maintain administrative program delivery costs below the policy threshold of 4% of Measure A revenues; the FY 2023/24 Management Services budget is 1.30% of Measure A revenues.
- Maintain administrative salaries and benefits at less than 1% of Measure A revenues; the FY 2023/24 administrative salaries and benefits is 0.46% of Measure A revenues.
- Maintain prudent cash reserves to provide some level of insulation for unplanned expenditures or economic downturns.
- Maintain strong bond ratings with rating agencies.
- Establish and maintain revenues and reserves generated from toll operations to be available for debt service in accordance with toll supported debt agreements; maintenance, repair, and rehabilitation, administration, operations; and capital projects within the corridor.

## Linking Commission and Departmental Mission Statements

The following matrix (Table 1) illustrates the linkage of the Commission's core mission statements described in this section to the individual departmental mission statements included in each department's section.

**Table 1 – Relationship between Commission and Departmental Mission Statements**

| Department | Quality of Life | Operational Excellence | Connecting the Economy | Responsible Partner |
|---|---|---|---|---|
| Management Services | | | | |
| Executive Management | X | X | X | X |
| Administration | | X | | |
| External Affairs | X | X | X | X |
| Finance | | X | | |
| Regional Programs | | | | |
| Planning and Programming | X | X | X | X |
| Rail Maintenance and Operations | X | X | X | X |
| Public and Specialized Transit | X | X | X | X |
| Commuter Assistance | X | X | X | X |
| Motorist Assistance | X | X | X | X |
| Regional Conservation | X | X | X | X |
| Capital Project Development and Delivery | X | X | X | X |
| Toll Operations | X | X | X | X |

## Budget Overview

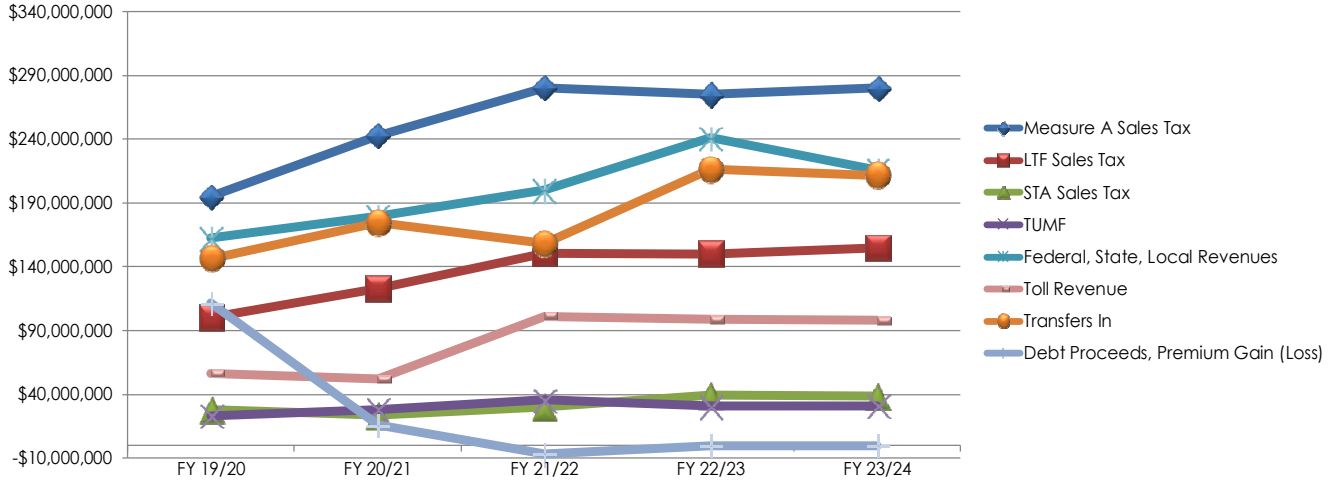
Total sources (Table 2) are budgeted at $1,029,997,400, a 5% decrease over the FY 2022/23 budget. The decrease is largely a result in the reduction in intergovernmental revenues primarily related to various SB 132 projects nearing completion. Total sources are comprised of revenues of $818,322,600 and transfers in of $211,674,800. The projected fund balance at June 30, 2023, available for expenditures/expenses (excluding amounts restricted for debt service of $11,282,000 and advances receivable of $15,469,900) is $1,355,916,900. Accordingly, total funding available for the FY 2023/24 budget totals $2,385,914,300.

**Table 2 – Sources FY 2022-2024**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Measure A Sales Tax | $ 280,170,600 | $ 275,000,000 | $ 275,000,000 | $ 280,000,000 | $ 5,000,000 | 2% |
| LTF Sales Tax | 150,694,000 | 150,000,000 | 150,000,000 | 155,000,000 | 5,000,000 | 3% |
| STA Sales Tax | 29,988,300 | 30,964,600 | 39,055,000 | 38,363,900 | 7,399,300 | 24% |
| Intergovernmental | 213,865,000 | 246,701,300 | 235,145,100 | 201,941,200 | (44,760,100) | -18% |
| TUMF Revenue | 35,509,000 | 31,000,000 | 30,750,000 | 31,000,000 | - | 0% |
| Tolls, Penalties, and Fees | 100,992,600 | 97,771,800 | 98,794,100 | 97,989,000 | 217,200 | 0% |
| Other Revenue | 3,926,900 | 707,000 | 719,100 | 723,500 | 16,500 | 2% |
| Investment Income (Loss) | (17,686,500) | 1,168,400 | 5,103,000 | 13,305,000 | 12,136,600 | 1039% |
| Transfers In | 158,254,900 | 247,462,200 | 216,171,100 | 211,674,800 | (35,787,400) | -14% |
| Debt Proceeds, Premium Gain (Loss) | (6,733,700) | - | - | - | - | N/A |
| TOTAL Sources | $ 948,981,100 | $ 1,080,775,300 | $ 1,050,737,400 | $ 1,029,997,400 | $ (50,777,900) | -5% |

Riverside County has specific competitive advantages over nearby coastal counties (Los Angeles, Orange, and San Diego), including housing that is more available and affordable as well as plentiful commercial real estate and land available for development at lower costs. Prior to the COVID-19 pandemic in early 2020, Riverside County's economy benefitted from employment gains due to the County's ability to attract businesses with lower commercial rents and a skilled labor force. Population migration to the Inland Empire (i.e., Riverside and San Bernardino counties) occurred due to these employment opportunities and a lower cost of living compared to the coastal counties. Stability in the local labor market and housing advantages has increased economic activity and post COVID-19 pandemic recovery contributing to stable sales tax revenue growth as noted on Chart 3.

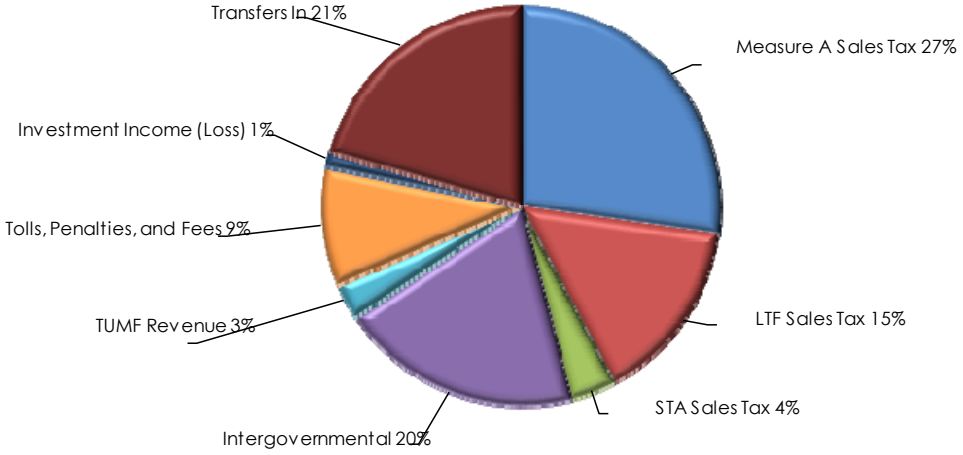
**Chart 3 – Sources: Five-Year Trend**




Regardless of the current and future economic conditions, the Commission faces formidable ongoing challenges in terms of providing needed infrastructure enhancements to support a population and an economy that has outgrown the capacity of its existing infrastructure. Fortunately, the foundation of the regional economy continues to retain many of the fundamental positive attributes that fueled its earlier growth, including more affordable real estate with proximity to coastal communities, a large pool of skilled workers, and increasing wealth and education levels.

While the Commission's primary revenues are the Measure A and LTF sales taxes, other revenues and financing sources are required to fund the Commission's programs and projects as illustrated in Chart 4. The Commission receives Measure A and LTF sales tax revenues from the California Department of Tax and Fee Administration (CDTFA), as statutorily created and authorized successor to the former California State Board of Equalization.

**Chart 4 – Sources: Major Categories**




After considering the state of the local economy, staff projects Measure A sales tax revenues of $280,000,000 for FY 2023/24. This is a 2% change from the FY 2022/23 revised projection of $275,000,000. Generally, the Commission reassesses its sales tax revenue projections at midyear based on the economy and revenue trends; however, the Commission anticipates more frequent reviews throughout FY 2023/24 as other key economic indicators such as the County's unemployment rate and interest rates become known.

On behalf of the County, the Commission administers the LTF for public transportation needs, local streets and roads, and bicycle and pedestrian facilities. The majority of LTF funding received by the County and available for allocation is distributed to all public transit operators in the County. The Commission receives allocations for administration, planning, and programming in addition to funding for Western County rail operations included in the commuter rail Short Range Transit Plan (SRTP). LTF sales tax revenue is budgeted at $155,000,000, a 3% change from the FY 2022/23 revised $150,000,000 projection. The projection for the upcoming year is based on economic activity remaining relatively flat due to uncertainty with the economy.

A statewide sales tax on motor vehicle diesel fuel generates STA funds, which the State Controller allocates by formula to the Commission for allocations to the County's public transit operators. SB 1 provides additional STA revenues, including State of Good Repair (SGR) funds for transit maintenance, rehabilitation, and capital projects. The FY 2023/24 STA/SGR allocations, based on recent State estimates, is $38,363,900.

Intergovernmental revenues, estimated to be $201,941,200, include reimbursement revenues from federal sources of $89,308,100, state sources of $82,343,100, and local agencies of $30,290,000 for highway and rail capital projects, rail operations and station maintenance, commuter assistance, and motorist assistance programs as well as planning and programming activities. The anticipated decrease of 18% in FY 2023/24 compared to the revised FY 2022/23 budget is related to decreases in state reimbursements primarily related to SB 132 funding expended on various projects. SB 132 enacted in April 2017 provided state funding for the 15/91 Express Lanes Connector and pass-through funding to the County for projects such as the Hamner Bridge widening and to both the County and city of Corona for various grade separation projects. Other state reimbursements will fund the 71/91 Connector, Mid County Parkway (MCP) projects, station rehabilitation and planning and programming projects. Federal reimbursements provide funding for the I-15 Express Lanes–Southern Extension, SR-91 East Corridor Operations project, 71/91 Connector, MCP projects, Smart Freeways, and station rehabilitation projects. Local reimbursements will fund the I-15 Express Lanes – Northern Extension, 91 Express Lanes eastbound to McKinley Avenue, Santa Ana River Trail Extension, rideshare services, and regional conservation. Reimbursement revenues vary from year to year depending on project activities and funding levels.

Based on an amended Memorandum of Understanding (MOU) with the Western Riverside Council of Governments (WRCOG), the Commission receives 48.1% of TUMF revenues (as updated by the most recent Nexus study). TUMF represents fees assessed on new residential and commercial development in Western County. The Commission projects FY 2023/24 TUMF related fees at $31,000,000.

FY 2022/23 marked the sixth complete fiscal year of toll operations for the RCTC 91 Express Lanes following substantial completion of the 91 Project in March 2017. Since opening and through February 2020, the RCTC 91 Express Lanes traffic and toll revenues surpassed initial 2013 financing assumptions and an updated Riverside County 91 Express Lanes Extension Investment Grade Traffic and Revenue Study approved by the Commission in December 2018. The Commission estimates FY 2023/24 toll revenues, penalties, and fees of $65,080,500 — comparable to the FY 2022/23 projected revenues of $65,548,100.

FY 2022/23 marked the second full year of toll operations for the 15 Express Lanes following substantial completion of the I-15 Express Lanes Project and opening of the 15 Express Lanes in April 2021. For FY 2023/24, the Commission projects $32,908,500 in toll revenues, penalties and fees for the 15 Express Lanes, a slight decrease of 2% compared to the FY 2022/23 projected revenues of $33,246,000. The 2% decrease is based on a slight downward trend identified in the past few months. Staff will continue to monitor toll revenues and transactions and adjust the FY 2023/24 projections as necessary.

Other revenue of $723,500 includes property management generated from properties acquired in connection with various highway and rail properties.

The Commission anticipates a 1039% increase in FY 2023/24 investment income from the FY 2022/23 budget due to higher estimated investment yields. The FY 2023/24 budget conservatively projects investment income at a 1.1% investment yield compared to a 0.10% investment yield budgeted in FY 2022/23.

Transfers in of $211,674,800 relate to the transfer of LTF funding for general administration, planning and programming, rail operations, and grade separation project allocations; approved interfund allocations for specific projects and administrative cost allocations; and debt service requirements from highway, new corridors, and regional arterial funds.

Total uses (Table 3), including transfers out of $211,674,800, are budgeted at $1,190,165,000 a 2% increase from the prior year revised budget amount of $1,165,858,200. Program expenditures and transfers out totaling $1,072,639,700 represent 90.1% of total budgeted uses in FY 2023/24. Program costs increased by 2% from $1,049,417,700 in FY 2022/23 due to projects and programs identified below.

**Table 3 – Uses FY 2022-2023**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Capital Highway, Rail, and Regional Arterials | $ 399,705,700 | $ 537,782,500 | $ 443,289,400 | $ 543,312,400 | $ 5,529,900 | 1% |
| Capital Local Streets and Roads | 84,801,100 | 83,029,900 | 83,029,900 | 84,545,100 | 1,515,200 | 2% |
| Commuter Assistance | 3,434,500 | 4,640,100 | 4,429,700 | 6,819,200 | 2,179,100 | 47% |
| Debt Service | 98,396,400 | 91,756,300 | 91,756,400 | 91,416,200 | (340,100) | 0% |
| Management Services | 18,544,400 | 24,684,200 | 21,211,600 | 26,109,100 | 1,424,900 | 6% |
| Motorist Assistance | 6,755,000 | 9,560,300 | 7,363,400 | 8,952,100 | (608,200) | -6% |
| Planning and Programming | 5,009,400 | 10,683,600 | 8,606,500 | 29,600,500 | 18,916,900 | 177% |
| Public and Specialized Transit | 95,994,500 | 202,068,600 | 185,862,300 | 243,247,900 | 41,179,300 | 20% |
| Rail Maintenance and Operations | 16,869,100 | 53,671,400 | 47,896,500 | 59,091,100 | 5,419,700 | 10% |
| Regional Conservation | 3,974,200 | 11,628,900 | 10,495,000 | 11,249,600 | (379,300) | -3% |
| Toll Operations | 34,909,000 | 136,352,400 | 105,139,600 | 85,821,800 | (50,530,600) | -37% |
| TOTAL Uses | $ 768,393,300 | $ 1,165,858,200 | $ 1,009,080,300 | $ 1,190,165,000 | $ 24,306,800 | 2% |

Note: Management Services includes Executive Management, Administration, External Affairs, and Finance.

Capital highway, rail, and regional arterials budgeted uses of $543,312,400 are 1% higher compared to the FY 2022/23 budget due to project activities in various phases related to the 71/91 Connector, SR-79 realignment, I-15 Express Lanes project – southern extension, MCP projects, Smart Freeways, 91 eastbound COP, rail station improvements, and Western County Measure A and TUMF 2009 regional arterial call for projects.

Local streets and roads expenditures of $84,545,100 reflects an increase of $1,515,200 over the FY 2022/23 budget and represent the disbursements of 2009 Measure A sales tax revenues to local jurisdictions for the construction, repair, and maintenance of local streets and roads.

Commuter assistance budgeted expenditures of $6,819,200 is 47% higher than the FY 2022/23 budget due to launching of a new free rail pass program and potential comprehensive bi-county Transportation Demand Management plan.

Debt service of $91,416,200 is comparable to the FY 2022/23 budget.

Management services expenditures of $26,109,100 increased 6% due to audit services, staff training and travel, technology equipment upgrades, and office improvements and expansion.

Motorist assistance expenditures of $8,952,100 decreased 6% due to cost savings with current FSP radio systems and transfers out for SAFE matching funds to FSP and commuter assistance special projects.

Planning and programming budgeted expenditures of $29,600,500 increased 177% due to increased projects and operation activities in connection with LTF disbursements for planning and programming, other agency projects, and special studies related to Regional Early Action Plan (REAP 2.0) and toll lanes.

Public and specialized transit budgeted expenditures of $243,247,900 are 20% higher than the FY 2022/23 budget due to expiration of federal stimulus funds (CARES Act, Coronavirus Response and Relief Supplemental Appropriations Act, and American Rescue Plan Act of 2021) concur available in the prior year to help respond to COVID-19 impacts rather than traditional operating subsidies to public transit operators.

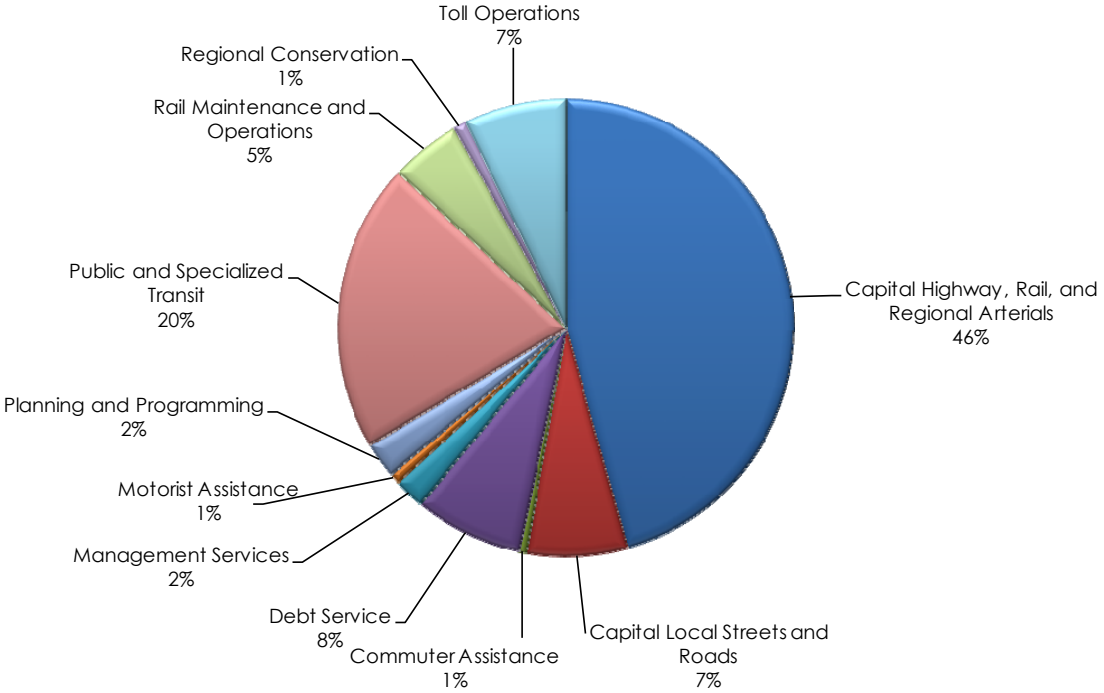
The rail maintenance and operations budgeted expenditures of $59,091,100 are 10% higher than the FY 2022/23 budget due to increases in rail station security guards, program management, utilities, and Metrolink operations.

Regional conservation budgeted expenditures of $11,249,600 reflects a second full year serving as the managing agency for the RCA. FY 2023/24 reflects a decrease of $379,300 or 3% primarily due to a reduction in administration cost allocation and program management.

Toll operations expenses are budgeted at $85,821,800 to manage the operations, maintenance, and capital support of the RCTC 91 Express Lanes and 15 Express Lanes. The 37% decrease for toll operational expenses is due to lower required repair and rehabilitation activity on the RCTC 91 Express Lanes, design build activity on the 91 Express Lanes eastbound lane to McKinley Avenue project, and transfer of surplus toll revenues required for the 15/91 Express Lanes Connector project than the previous year.

Chart 5 is an illustration of total uses included in the FY 2023/24 budget by major categories.

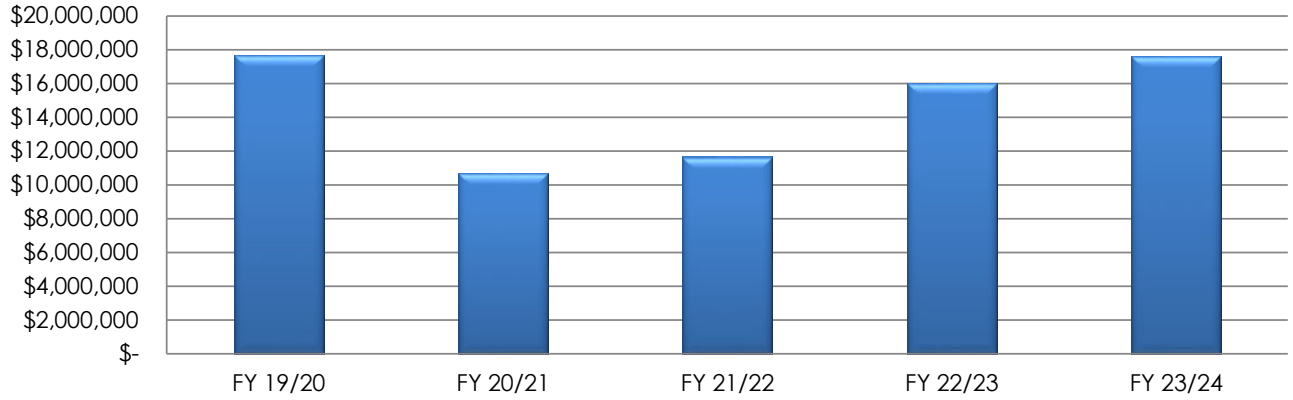
**Chart 5 – Uses: Major Categories**




## Commission Personnel

The Commission's salaries and benefits total $17,563,900 for FY 2023/24. This represents an increase of $196,800 or 1% over the FY 2022/23 budget of $17,367,100 (Chart 6). The increase relates primarily to a 4% pool for performance merit-based salary increases and a 4% annual salary range structure cost of living adjustment (COLA). The COLA only applies to the to the Commission's salary range structure and is not automatically applied to the current employees' salaries. In June 2019, the Board approved the COLA will be predicated on the percent change in the Consumer Price Index (CPI) – All Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, rounded to the nearest half percent, with a maximum adjustment of 4%. The COLA will be equal to the CPI, but no less than 0% and no greater than 4%. The CPI for the All-Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, 2022, was 8.7%. In accordance with the Board's action, CPI was capped at 4% and applied to the Commission's salary range structure for FY 2023/24. Significant variances in prior years (Chart 6) are primarily due to the Commission's one-time disbursement to pay down the California Public Employees Retirement System (CalPERS) unfunded actuarial pension liability of $8.6 million in FY 2019/20; six months serving as the managing agency for the RCA in FY 2020/21; reorganization of the toll program, the addition of three new positions, and a full year serving as the managing agency for the RCA in FY 2021/22; and an increase to the Commission's contribution to employee health benefits in FY 2022/23. The Commission's salary schedule for FY 2023/24 is included in Appendix B and complies with Government Code §20636 "Compensation Earnable" and California Code of Register §570.5, "Requirements for a Publicly Available Pay Schedule."

**Chart 6 – Salaries and Benefits Cost: Five-Year Comparison**



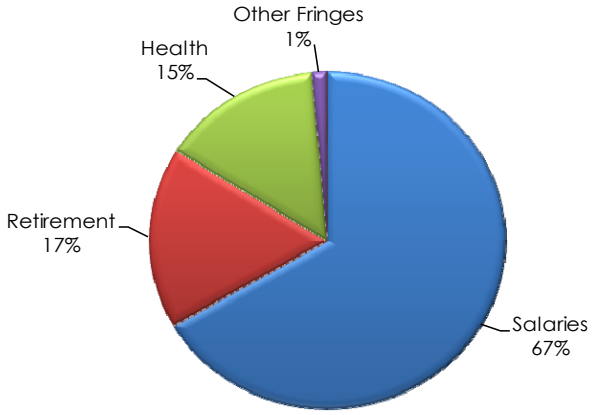

The 81 FTE positions included in the FY 2023/24 budget (Table 4) is comparable to the FY 2022/23 budget and Management continues its commitment with its intent for the Commission's enabling legislation requiring a lean organization. The Commission will continue providing staff the tools needed to ensure an efficient and productive work environment. However, small should not be viewed in an absolute context; it is relative to the required tasks and the demands to be met.

**Table 4 – Full-Time Equivalents by Department FY 2022—2024**

| | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|
| Executive Management | 0.5 | 0.5 | 1.0 |
| Administration | 7.4 | 8.9 | 9.2 |
| External Affairs | 4.3 | 5.3 | 3.9 |
| Finance | 10.8 | 10.6 | 10.5 |
| Planning and Programming | 4.1 | 5.7 | 6.2 |
| Rail Maintenance and Operations | 3.8 | 4.0 | 4.1 |
| Public and Specialized Transit | 2.7 | 2.9 | 2.7 |
| Commuter Assistance | 0.9 | 1.3 | 1.3 |
| Motorist Assistance | 1.5 | 1.4 | 1.5 |
| Regional Conservation | 11.4 | 18.3 | 18.1 |
| Capital Project Development and Delivery | 13.1 | 14.7 | 14.7 |
| Toll Operations | 6.5 | 7.4 | 7.8 |
| TOTAL | 67.0 | 81.0 | 81.0 |

The Commission provides a comprehensive package of benefits to employees. The package includes health, dental, vision, life insurance, short and long-term disability, workers' compensation, tuition assistance, sick and vacation leave, retirement benefits in the form of participation in the CalPERS, postretirement health care, deferred compensation, and employee assistance program. Chart 7 illustrates the compensation components.

**Chart 7 – Personnel Salaries and Benefits**




## Department Initiatives

Staff prepared each department's budget based on key assumptions, accomplishments in FY 2022/23, major initiatives for FY 2023/24, and department goals and related objectives. Tables 5 through 16 present the key initiatives and summary of expenditures/expenses for each department. The department budgets section contains detailed discussions about each department.

### *Executive Management*

- Continue project development and delivery as the key Measure A priority.
- Foster growth in usage of express lanes and ensure their financial success.
- Continue planning efforts to advance passenger rail service in the CV Rail.
- Advocate for state and federal investments in transportation to fund needed transportation priorities in the County and stimulate the local economy.
- Maintain regional cooperation and collaboration as a significant effort consistent with the philosophy and mission of the Commission.
- Support a comprehensive social media outreach program to build awareness of the Commission and its role in the community.
- Maintain an effective mid-sized transportation agency with dedicated staff.

**Table 5 – Executive Management**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 336,000 | $ 403,200 | $ 403,200 | $ 536,500 | $ 133,300 | 33% |
| Professional | 61,300 | 300,000 | 126,300 | 300,000 | - | 0% |
| Support | 59,000 | 96,700 | 97,200 | 130,900 | 34,200 | 35% |
| TOTAL | $ 456,300 | $ 799,900 | $ 626,700 | $ 967,400 | $ 167,500 | 21% |

### *Administration*

- Provide high quality support services to the Commission and to internal and external customers.
- Maintain an accurate and efficient electronic records management system.
- Provide timely communications and high-quality support services to Commissioners.
- Update technology to improve internal processes and interaction with the public.
- Support and develop a motivated workforce with a framework of activities and practices that comply with employment laws and regulations.

**Table 6 – Administration**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 850,200 | $ 1,169,100 | $ 815,500 | $ 1,290,700 | $ 121,600 | 10% |
| Professional | 1,139,600 | 1,184,000 | 1,104,000 | 1,187,100 | 3,100 | 0% |
| Support | 334,600 | 1,435,200 | 1,237,400 | 1,635,800 | 200,600 | 14% |
| Capital Outlay | 172,500 | 325,000 | 75,000 | 1,365,000 | 1,040,000 | 320% |
| Debt Service | 606,000 | - | - | - | - | N/A |
| TOTAL | $ 3,102,900 | $ 4,113,300 | $ 3,231,900 | $ 5,478,600 | $ 1,365,300 | 33% |

## *External Affairs*

- Develop effective partnerships with transportation providers to communicate a unified message to Congress regarding mobility needs.
- Advocate on behalf of Riverside County's interests regarding the State's Climate Action Plan for Transportation Infrastructure.
- Advocate positions in the State Legislature and in Congress that advance the County's transportation interests.
- Continue a leadership role in formulating a countywide direction on federal transportation policies.
- Conduct a concerted outreach effort to new federal and state representatives on local transportation issues.
- Use modern technology to support a robust public communication and engagement effort focusing on accessible and transparent communication of the Commission's projects and programs.
- Engage and seek understanding of the Riverside County's community-based stakeholders to build trust and gain support to inform the decision-making process.
- Build awareness and support for the RCA and the implementation of the MSHCP.

**Table 7 – External Affairs**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 861,900 | $ 1,318,100 | $ 872,800 | $ 798,700 | $ (519,400) | -39% |
| Professional | 654,700 | 1,335,000 | 793,000 | 1,306,000 | (29,000) | -2% |
| Support | 84,200 | 247,100 | 103,500 | 324,800 | 77,700 | 31% |
| Capital Outlay | - | 5,000 | - | 5,000 | - | 0% |
| TOTAL | $ 1,600,800 | $ 2,905,200 | $ 1,769,300 | $ 2,434,500 | $ (470,700) | -16% |

## *Finance*

- Proactively monitor, assess, manage, and minimize financial impacts on the Commission's programs and projects to the maximum extent possible.
- Continue appropriate uses of long- and short-term financing to advance the Commission's 2009 Measure A projects.
- Provide support to the RCTC 91 Express Lanes and 15 Express Lanes toll operations contractor back offices to ensure the proper accounting of toll revenues and operations and maintenance costs.
- Keep abreast of Governmental Accounting Standards Board (GASB) technical activities affecting the Commission's accounting and financial reporting activities and implement new pronouncements.
- Upgrade the Enterprise Resource Planning (ERP) system to benefit all staff in the management of accounting and project information and automation of a paperless workflow system.
- Manage a centralized procurements process in order to strengthen controls and ensure consistency in the application of procurement policies and procedures and adherence to applicable laws and regulations.
- Support outreach activities to encourage disadvantaged business enterprise (DBE) and small business enterprise (SBE) participation in various contracts.

**Table 8 – Finance**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 1,748,600 | $ 1,974,000 | $ 1,953,400 | $ 2,052,800 | $ 78,800 | 4% |
| Professional | 1,247,200 | 2,410,800 | 1,874,700 | 2,372,400 | (38,400) | -2% |
| Support | 865,000 | 1,086,300 | 1,085,900 | 1,879,900 | 793,600 | 73% |
| Capital Outlay | 115,000 | 1,313,900 | 588,900 | 840,000 | (473,900) | -36% |
| Transfers Out | 10,014,600 | 10,080,800 | 10,080,800 | 10,083,500 | 2,700 | 0% |
| TOTAL | $ 13,990,400 | $ 16,865,800 | $ 15,583,700 | $ 17,228,600 | $ 362,800 | 2% |

## *Planning and Programming*

- Monitor funding authority and responsibility related to the State Transportation Improvement Program (STIP).
- Ensure administration and implementation of STIP/Regional Improvement Program (RIP), Active Transportation Program (ATP), and other funded projects consistent with California Transportation Commission (CTC), Caltrans, and Southern California Association of Governments (SCAG) policies.
- Continue to strategically program projects for all local agencies countywide into the Federal Transportation Improvement Program (FTIP) and obligate funds in an expeditious manner for the maximum use of all available funding, including monitoring the use of such funding to prevent from lapsing.
- Monitor all projects programmed to receive 2009 Measure A, TUMF, state, and federal funds to ensure timely delivery and prevent funds from lapsing.
- Focus on interregional concerns and maintain effective working relationships involving various multi-county transportation issues.
- Coordinate planning efforts with regional and local agencies relating to the development of Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and greenhouse gas reduction (GHG) implementation guidelines.
- Administer the Bicycle and Pedestrian Facilities Program (SB 821).
- Monitor and track local, state, and federal funding sources in a customized database system including assisting in the administration of 2009 Measure A local streets and roads and LTF SB 821 programs.

**Table 9 – Planning and Programming**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 957,100 | $ 1,117,300 | $ 899,700 | $ 1,478,200 | $ 360,900 | 32% |
| Professional | 21,800 | 142,500 | 102,000 | 128,100 | (14,400) | -10% |
| Support | 10,100 | 323,500 | 184,200 | 176,100 | (147,400) | -46% |
| Projects and Operations | 3,131,500 | 6,855,300 | 6,309,300 | 23,080,700 | 16,225,400 | 237% |
| Capital Outlay | 480,300 | 250,000 | 250,000 | 200,000 | (50,000) | -20% |
| Transfers Out | 408,600 | 1,995,000 | 861,300 | 4,537,400 | 2,542,400 | 127% |
| TOTAL | $ 5,009,400 | $ 10,683,600 | $ 8,606,500 | $ 29,600,500 | $ 18,916,900 | 177% |

## *Rail Maintenance and Operations*

- As a member of the SCRRA, continue active participation in the governance and operations of the Metrolink commuter rail system.
- Continue the planning and implementation of capital improvements at the commuter rail stations in the County, including security and rehabilitation projects and meeting parking requirements.
- Continue to support and evaluate activities related to the PVL service, such as promoting ridership especially for weekend service.
- Establish the best approach to build, maintain, and operate cost effective and environmentally sustainable facilities that meet the public's transportation needs.
- Lead the service development process and actively coordinate with all stakeholders along the CV Rail for intercity passenger rail service.
- Advance the next generation rail feasibility study to evaluate future growth opportunities for passenger rail in the County.

**Table 10 – Rail Maintenance and Operations**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 721,100 | $ 970,400 | $ 970,400 | $ 917,100 | $ (53,300) | -5% |
| Professional | 1,051,600 | 1,259,300 | 713,500 | 3,136,500 | 1,877,200 | 149% |
| Support | 2,392,400 | 2,836,400 | 2,695,400 | 3,083,600 | 247,200 | 9% |
| Projects and Operations | 10,431,600 | 45,887,900 | 41,885,800 | 49,978,300 | 4,090,400 | 9% |
| Capital Outlay | 1,730,800 | 1,694,000 | 608,000 | 1,155,000 | (539,000) | -32% |
| Debt Service | 14,400 | - | - | - | - | N/A |
| Transfers Out | 541,600 | 1,023,400 | 1,023,400 | 820,600 | (202,800) | -20% |
| TOTAL | $ 16,883,500 | $ 53,671,400 | $ 47,896,500 | $ 59,091,100 | $ 5,419,700 | 10% |

## *Public and Specialized Transit*

- Coordinate the operation of all public transportation services, especially for disadvantaged communities and essential workers, within the County by promoting program efficiency between transit operators.
- Monitor and coordinate state and federal regulations for operating and/or capital impacts with transit operators.
- Continue public transit operator oversight and fiduciary responsibilities to ensure completion of annual fiscal audits and state triennial performance audits in accordance with TDA regulations.
- Support innovative programs that provide transit assistance in hard to serve rural areas or for riders having very special transit needs and monitor funding of these programs.
- Continue long-range planning activities to ensure that anticipated revenues are in line with projected levels of service by transit operators.

**Table 11 – Public and Specialized Transit**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 518,600 | $ 574,600 | $ 468,100 | $ 534,200 | $ (40,400) | -7% |
| Professional | 334,900 | 943,300 | 812,100 | 340,200 | (603,100) | -64% |
| Support | 69,100 | 119,700 | 116,000 | 392,300 | 272,600 | 228% |
| Projects and Operations | 86,842,100 | 166,087,700 | 150,884,400 | 199,847,300 | 33,759,600 | 20% |
| Transfers Out | 8,229,800 | 34,343,300 | 33,581,700 | 42,133,900 | 7,790,600 | 23% |
| TOTAL | $ 95,994,500 | $ 202,068,600 | $ 185,862,300 | $ 243,247,900 | $ 41,179,300 | 20% |

## *Commuter Assistance*

- Position the program for the future by being more visible, regional, and innovative to enhance the experience and participation of employer partners, commuters, and communities.
- Transition from a locally provisioned Inland Empire-based rideshare and vanpool system to a regional platform/database.
- Maintain and grow employer partnerships through value-added services and tools for rideshare and telework programs.
- Maintain the long-term partnership with San Bernardino County Transportation Authority (SBCTA) to manage and implement a "sister" commuter assistance program for residents and employers in San Bernardino County.
- Launch a free rail pass program for Riverside and San Bernardino County residents to experience Metrolink for work, school, and play.
- Optimize Park and ride facilities to support shared-ride arrangements and facilitate transit connections.

**Table 12 – Commuter Assistance**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 217,100 | $ 269,200 | $ 263,800 | $ 230,800 | $ (38,400) | -14% |
| Professional | 228,800 | 382,900 | 223,800 | 695,000 | 312,100 | 82% |
| Support | 2,900 | 59,900 | 13,600 | 19,200 | (40,700) | -68% |
| Projects and Operations | 2,823,600 | 3,668,400 | 3,668,800 | 5,693,000 | 2,024,600 | 55% |
| Debt Service | 8,500 | - | - | - | - | N/A |
| Transfers Out | 162,100 | 259,700 | 259,700 | 181,200 | (78,500) | -30% |
| TOTAL | $ 3,443,000 | $ 4,640,100 | $ 4,429,700 | $ 6,819,200 | $ 2,179,100 | 47% |

### *Motorist Assistance*

- Maintain a high benefit-to-cost ratio related to the performance of the FSP program.
- Support regional mobility by providing 24/7 access to real-time traffic information, transportation options, and services.
- Enhance highway safety and reduce congestion by providing a roving motorist assistance service that patrols designated urban freeways and assists stranded or disabled vehicles.
- Continue to pilot focused effort that expands access to transportation demand management services and incentives to eastern Riverside County constituents.

**Table 13 – Motorist Assistance**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 155,400 | $ 272,100 | $ 272,100 | $ 254,600 | $ (17,500) | -6% |
| Professional | 325,200 | 214,900 | 188,800 | 209,600 | (5,300) | -2% |
| Support | 129,200 | 186,600 | 179,700 | 335,000 | 148,400 | 80% |
| Projects and Operations | 3,651,400 | 5,454,500 | 3,939,600 | 5,076,700 | (377,800) | -7% |
| Transfers Out | 2,493,800 | 3,432,200 | 2,783,200 | 3,076,200 | (356,000) | -10% |
| TOTAL | $ 6,755,000 | $ 9,560,300 | $ 7,363,400 | $ 8,952,100 | $ (608,200) | -6% |

### *Regional Conservation*

- Maintain commitment to protecting sensitive habitat and ensuring open space is a key component in enhancing the quality of life for local residents.
- Enhance communications to stakeholders, members of the public, and elected officials to be transparent about the RCA's conservation efforts, funding, and collaboration opportunities.
- Build upon relationships with local, state, and federal agencies to manage lands purchased or controlled by the RCA.

**Table 14 – Regional Conservation**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 2,525,400 | $ 3,776,800 | $ 3,776,400 | $ 3,749,100 | $ (27,700) | -1% |
| Professional | 134,100 | 3,484,000 | 2,692,700 | 4,203,600 | 719,600 | 21% |
| Support | 7,400 | 426,300 | 355,200 | 525,800 | 99,500 | 23% |
| Projects and Operations | 489,800 | 2,072,400 | 1,801,300 | 1,821,400 | (251,000) | -12% |
| Transfers Out | 817,500 | 1,869,400 | 1,869,400 | 949,700 | (919,700) | -49% |
| TOTAL | $ 3,974,200 | $ 11,628,900 | $ 10,495,000 | $ 11,249,600 | $ (379,300) | -3% |

### *Capital Project Development and Delivery*

- Continue project work on the 91 COP, I-15 Express Lanes–Southern Extension, 15/91 Express Lanes Connector, MCP projects, 71/91 Connector, SR-79 realignment, and Smart Freeway projects included in the Western County Delivery Plan as well as projects on behalf of other agencies, including the I-15/Railroad Canyon Interchange, I-10/Highland Springs Road Interchange, and Santa Ana River Trail.
- Continue design and operations planning of the 15/91 Express Lanes Connector, 91 Express Lanes eastbound lane to McKinley Avenue, and design and development led by other agencies related to the 241/91 Express Lanes Connector and I-15 Express Lanes–Northern Extension.
- Provide 2009 Measure A funding to the incorporated cities and the County for local streets and roads maintenance, repair, and construction and to the Coachella Valley Association of Governments (CVAG) for highways and regional arterials.
- Provide TUMF regional arterial funding and support to local jurisdictions for regional arterial project engineering, right of way acquisition, and construction.
- Maintain a right of way acquisition and management program in support of capital projects and in the most cost-effective manner within project schedules, while adhering to federal and state regulations.

- Maintain and manage the access, use, safety, and security of Commission-owned properties including commuter rail stations, properties in acquisition process, and income-generating properties.
- Develop strategies to implement alternative financing structures including public express lanes.

**Table 15 – Capital Project Development and Delivery**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 2,765,700 | $ 3,278,300 | $ 3,097,200 | $ 3,886,900 | $ 608,600 | 19% |
| Professional | 2,246,700 | 3,192,100 | 3,078,600 | 6,271,000 | 3,078,900 | 96% |
| Support | 280,900 | 1,583,100 | 266,200 | 2,517,500 | 934,400 | 59% |
| Projects and Operations | 359,027,000 | 489,690,500 | 402,259,700 | 500,581,600 | 10,891,100 | 2% |
| Capital Outlay | 3,739,300 | 5,150,000 | 5,150,000 | 4,187,200 | (962,800) | -19% |
| Debt Service | 69,594,300 | 69,555,300 | 69,555,400 | 69,215,200 | (340,100) | 0% |
| Transfers Out | 116,447,200 | 117,918,400 | 112,467,600 | 110,413,300 | (7,505,100) | -6% |
| TOTAL | $ 554,101,100 | $ 690,367,700 | $ 595,874,700 | $ 697,072,700 | $ 6,705,000 | 1% |

### *Toll Operations*

- Manage the operations of the RCTC 91 Express Lanes and 15 Express Lanes adhering to the Commission's Express Lanes toll policies.
- Manage toll operations using investment grade traffic and revenue studies and cost estimate assumptions specific to each express lane facility.
- Provide timely and effective reporting of toll operation metrics including revenue, transactions, carpool usage, and performance indicators.
- Support the design-build activities related to the 15/91 Express Lanes Connector and 91 Express Lanes eastbound lane to McKinley Avenue; and the design and development led by other agencies related to the 241/91 Express Lanes Connector and I-15 Express Lanes–Northern Extension.
- Participate in the California Toll Operators Committee (CTOC) to advance regional and statewide tolling initiatives, technology, interoperability, and coordination among California toll agencies.

**Table 16 – Toll Operations**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Personnel | $ 1,357,200 | $ 2,244,000 | $ 2,243,800 | $ 1,834,300 | $ (409,700) | -18% |
| Professional | 2,251,900 | 3,811,000 | 1,410,200 | 3,469,000 | (342,000) | -9% |
| Support and Maintenance | 5,309,400 | 9,895,400 | 7,077,500 | 10,627,400 | 732,000 | 7% |
| Projects and Operations | 19,978,700 | 43,737,000 | 41,155,700 | 30,327,100 | (13,409,900) | -31% |
| Capital Outlay | 11,000 | 125,000 | 8,400 | 85,000 | (40,000) | -32% |
| Debt Service | 28,173,200 | 22,201,000 | 22,201,000 | 22,201,000 | - | 0% |
| Transfers Out | 6,000,800 | 76,540,000 | 53,244,000 | 39,479,000 | (37,061,000) | -48% |
| TOTAL | $ 63,082,200 | $ 158,553,400 | $ 127,340,600 | $ 108,022,800 | $ (50,530,600) | -32% |

## Fund Balances

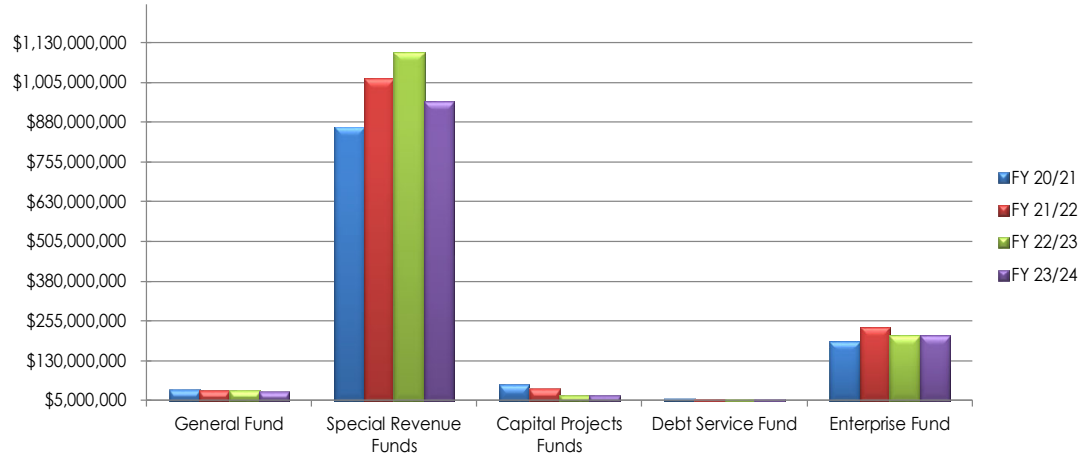
The projected total fund balance as of June 30, 2023, is $1,382,668,800. The Commission expects the FY 2023/24 budgeted activities to result in a $160,167,600 decrease of total fund balance at June 30, 2024 to $1,222,501,200. The primary cause of the decrease is project activities in FY 2023/24 related to the 15/91 Express Lanes Connector, 15 COP, MCP projects close-out activity on the 91 Project, 91 Express Lanes repair and rehabilitation, Smart Freeways, SR-79 realignment, rail station rehabilitation and maintenance, Western County Measure A and TUMF regional arterial projects, and public transit allocations. Table 17 presents the components of the projected fund balance by program at June 30, 2024.

**Table 17 – Projected Fund Balances by Fund Type and Program at June 30, 2024**

| | Measure A Sales Tax | | | | |
|---|---|---|---|---|---|
| | Western County | Coachella Valley | Palo Verde | Other | Total |
| *Restricted:* | | | | | |
| Bond Financing | $ 40,071,500 | $ - | $ - | $ - | $ 40,071,500 |
| Commuter Assistance | 24,111,300 | - | - | - | 24,111,300 |
| Debt Service | - | - | - | 11,406,100 | 11,406,100 |
| Economic Development | 11,788,400 | - | - | - | 11,788,400 |
| Highways | 125,757,200 | 74,706,800 | - | 22,792,400 | 223,256,400 |
| New Corridors | 72,074,900 | - | - | - | 72,074,900 |
| Planning and Programming | - | - | - | 1,504,900 | 1,504,900 |
| Public and Specialized Transit | 19,800,300 | 506,200 | - | 417,253,200 | 437,559,700 |
| Rail | 54,934,100 | - | - | 26,320,800 | 81,254,900 |
| CETAP | - | - | - | 66,894,400 | 66,894,400 |
| Regional Arterials | 7,436,200 | - | - | 15,629,500 | 23,065,700 |
| Motorist Assistance | - | - | - | 11,455,900 | 11,455,900 |
| Toll Operations | - | - | - | 211,068,700 | 211,068,700 |
| *Assigned:* | | | | | |
| Management Services | - | - | - | 6,988,400 | 6,988,400 |
| TOTAL Fund Balance | $ 355,973,900 | $ 75,213,000 | $ - | $ 791,314,300 | $ 1,222,501,200 |

Chart 8 illustrates the actual and projected trends in fund balances for each governmental and enterprise fund type from FY 2020/21 through FY 2023/24.

**Chart 8 – Projected Fund Balance Trends by Fund Type FY 2021 – 2024**




## Budget Summary

The overall budget for FY 2023/24 is presented in Table 18 by summarized line items, Table 19 by operating and capital classifications, and Table 20 by fund type. Highway, regional arterial, rail, and regional conservation program projects expenditures are summarized in Table 21.

**Table 18 – Budget Comparative by Summarized Line Item FY 2022—2024**

| | FY 21/22 Actual | FY 22/23 Revised Budget | FY 22/23 Projected | FY 23/24 Budget | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|
| Revenues | | | | | | |
| Measure A Sales Tax | $ 280,170,600 | $ 275,000,000 | $ 275,000,000 | $ 280,000,000 | $ 5,000,000 | 2% |
| LTF Sales Tax | 150,694,000 | 150,000,000 | 150,000,000 | 155,000,000 | 5,000,000 | 3% |
| STA Sales Tax | 29,988,300 | 30,964,600 | 39,055,000 | 38,363,900 | 7,399,300 | 24% |
| Federal Reimbursements | 45,608,400 | 82,205,900 | 49,581,100 | 89,308,100 | 7,102,200 | 9% |
| State Reimbursements | 156,813,300 | 148,621,900 | 167,689,800 | 82,343,100 | (66,278,800) | -45% |
| Local Reimbursements | 11,443,300 | 15,873,500 | 17,874,200 | 30,290,000 | 14,416,500 | 91% |
| TUMF Revenue | 35,509,000 | 31,000,000 | 30,750,000 | 31,000,000 | - | 0% |
| Tolls, Penalties, and Fees | 100,992,600 | 97,771,800 | 98,794,100 | 97,989,000 | 217,200 | 0% |
| Other Revenue | 3,926,900 | 707,000 | 719,100 | 723,500 | 16,500 | 2% |
| Investment Income (Loss) | (17,686,500) | 1,168,400 | 5,103,000 | 13,305,000 | 12,136,600 | 1039% |
| TOTAL Revenues | 797,459,900 | 833,313,100 | 834,566,300 | 818,322,600 | (14,990,500) | -2% |
| | | | | | | |
| Expenditures/Expenses | | | | | | |
| Personnel Salaries and Benefits | 13,014,300 | 17,367,100 | 16,036,400 | 17,563,900 | 196,800 | 1% |
| Professional and Support | | | | | | |
| Professional Services | 9,697,800 | 18,659,800 | 13,119,700 | 23,618,500 | 4,958,700 | 27% |
| Support Costs | 9,544,200 | 18,296,200 | 13,411,800 | 21,648,300 | 3,352,100 | 18% |
| TOTAL Professional and Support Costs | 19,242,000 | 36,956,000 | 26,531,500 | 45,266,800 | 8,310,800 | 22% |
| Projects and Operations | | | | | | |
| Program Operations | 32,467,700 | 40,768,600 | 36,179,400 | 49,582,800 | 8,814,200 | 22% |
| Engineering | 10,967,600 | 30,339,200 | 18,197,200 | 33,235,000 | 2,895,800 | 10% |
| Construction | 142,507,200 | 233,601,300 | 199,423,400 | 273,036,400 | 39,435,100 | 17% |
| Design Build | 74,817,600 | 74,712,300 | 62,235,800 | 37,921,000 | (36,791,300) | -49% |
| Right of Way/Land | 23,332,900 | 56,897,300 | 29,708,400 | 45,923,500 | (10,973,800) | -19% |
| Operating and Capital Disbursements | 95,379,500 | 210,451,900 | 191,763,900 | 247,272,300 | 36,820,400 | 17% |
| Special Studies | 1,075,100 | 1,874,200 | 1,366,600 | 14,890,000 | 13,015,800 | 694% |
| Local Streets and Roads | 84,801,100 | 83,029,900 | 83,029,900 | 84,545,100 | 1,515,200 | 2% |
| Regional Arterials | 21,027,000 | 31,779,000 | 30,000,000 | 30,000,000 | (1,779,000) | -6% |
| TOTAL Projects and Operations | 486,375,700 | 763,453,700 | 651,904,600 | 816,406,100 | 52,952,400 | 7% |
| Debt Service | | | | | | |
| Principal Payments | 30,573,200 | 31,405,000 | 31,405,000 | 32,635,000 | 1,230,000 | 4% |
| Interest Payments | 64,039,700 | 60,351,300 | 60,351,400 | 58,781,200 | (1,570,100) | -3% |
| Cost of Issuance | 3,783,500 | - | - | - | - | N/A |
| TOTAL Debt Service | 98,396,400 | 91,756,300 | 91,756,400 | 91,416,200 | (340,100) | 0% |
| Capital Outlay | 6,248,900 | 8,862,900 | 6,680,300 | 7,837,200 | (1,025,700) | -12% |
| TOTAL Expenditures/Expenses | 623,277,300 | 918,396,000 | 792,909,200 | 978,490,200 | 60,094,200 | 7% |
| | | | | | | |
| Excess (deficiency) of Revenues over (under) Expenditures/Expenses | 174,182,600 | (85,082,900) | 41,657,100 | (160,167,600) | (75,084,700) | 88% |
| | | | | | | |
| Other Financing Sources (Uses) | | | | | | |
| Transfers In | 158,254,900 | 247,462,200 | 216,171,100 | 211,674,800 | (35,787,400) | -14% |
| Transfers Out | (145,116,000) | (247,462,200) | (216,171,100) | (211,674,800) | 35,787,400 | -14% |
| Debt Proceeds, Premium Gain (Loss) | (6,733,700) | | - | | - | N/A |
| Net Financing Sources (Uses) | 6,405,200 | - | - | - | - | N/A |
| | | | | | | |
| Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses) | 180,587,800 | (85,082,900) | 41,657,100 | (160,167,600) | (75,084,700) | 88% |
| | | | | | | |
| Beginning Fund Balance | 1,160,423,900 | 1,341,011,700 | 1,341,011,700 | 1,382,668,800 | 41,657,100 | 3% |
| ENDING FUND BALANCE | $ 1,341,011,700 | $ 1,255,928,800 | $ 1,382,668,800 | $ 1,222,501,200 | $ (33,427,600) | -3% |

**Table 19 – Operating and Capital Budget FY 2023/24**

| | FY 23/24 Operating Budget | FY 23/24 Capital Budget | FY 23/24 TOTAL Budget |
|---|---|---|---|
| Revenues | | | |
| Measure A Sales Tax | $ 38,641,000 | $ 241,359,000 | $ 280,000,000 |
| LTF Sales Tax | 155,000,000 | - | 155,000,000 |
| STA Sales Tax | 38,363,900 | - | 38,363,900 |
| Federal Reimbursements | 19,828,900 | 69,479,200 | 89,308,100 |
| State Reimbursements | 23,146,000 | 59,197,100 | 82,343,100 |
| Local Reimbursements | 13,769,800 | 16,520,200 | 30,290,000 |
| TUMF Revenue | - | 31,000,000 | 31,000,000 |
| Tolls, Penalties, and Fees | - | 97,989,000 | 97,989,000 |
| Other Revenue | - | 723,500 | 723,500 |
| Investment Income | 5,966,200 | 7,338,800 | 13,305,000 |
| TOTAL Revenues | 294,715,800 | 523,606,800 | 818,322,600 |
| | | | |
| Expenditures/Expenses | | | |
| Personnel Salaries and Benefits | 11,572,700 | 5,991,200 | 17,563,900 |
| Professional and Support | | | |
| Professional Services | 13,859,500 | 9,759,000 | 23,618,500 |
| Support Costs | 8,401,400 | 13,246,900 | 21,648,300 |
| TOTAL Professional and Support Costs | 22,260,900 | 23,005,900 | 45,266,800 |
| Projects and Operations | | | |
| Program Operations | 15,269,400 | 34,313,400 | 49,582,800 |
| Engineering | - | 33,235,000 | 33,235,000 |
| Construction | - | 273,036,400 | 273,036,400 |
| Design Build | - | 37,921,000 | 37,921,000 |
| Right of Way and Land | 6,140,000 | 39,783,500 | 45,923,500 |
| Operating and Capital Disbursements | 247,272,300 | - | 247,272,300 |
| Special Studies | 14,890,000 | - | 14,890,000 |
| Local Streets and Roads | - | 84,545,100 | 84,545,100 |
| Regional Arterials | - | 30,000,000 | 30,000,000 |
| TOTAL Projects and Operations | 283,571,700 | 532,834,400 | 816,406,100 |
| Debt Service | | | |
| Principal Payments | - | 32,635,000 | 32,635,000 |
| Interest Payments | - | 58,781,200 | 58,781,200 |
| TOTAL Debt Service | - | 91,416,200 | 91,416,200 |
| Capital Outlay | 3,565,000 | 4,272,200 | 7,837,200 |
| TOTAL Expenditures/Expenses | 320,970,300 | 657,519,900 | 978,490,200 |
| | | | |
| Excess (deficiency) of Revenues over (under) Expenditures/Expenses | (26,254,500) | (133,913,100) | (160,167,600) |
| | | | |
| Other Financing Sources (Uses) | | | |
| Transfers In | 54,793,700 | 156,881,100 | 211,674,800 |
| Transfers Out | (61,782,500) | (149,892,300) | (211,674,800) |
| Net Financing Sources (Uses) | (6,988,800) | 6,988,800 | - |
| | | | |
| Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses) | (33,243,300) | (126,924,300) | (160,167,600) |
| | | | |
| Beginning Fund Balance | 569,628,600 | 813,040,200 | 1,382,668,800 |
| ENDING FUND BALANCE | $ 536,385,300 | $ 686,115,900 | $ 1,222,501,200 |

**Table 20 – Budget by Fund Type FY 2023/24**

| | General Fund | Special Revenue | Capital Projects | Debt Service | Enterprise | FY 23/24 TOTAL Budget |
|---|---|---|---|---|---|---|
| Revenues | | | | | | |
| Measure A Sales Tax | $ - | $ 280,000,000 | $ - | $ - | $ - | $ 280,000,000 |
| LTF Sales Tax | - | 155,000,000 | - | - | - | 155,000,000 |
| STA Sales Tax | - | 38,363,900 | - | - | - | 38,363,900 |
| Federal Reimbursements | 19,221,100 | 67,274,900 | - | 2,812,100 | - | 89,308,100 |
| State Reimbursements | 13,541,900 | 68,801,200 | - | - | - | 82,343,100 |
| Local Reimbursements | 2,000 | 22,213,600 | - | - | 8,074,400 | 30,290,000 |
| TUMF Revenue | - | 31,000,000 | - | - | - | 31,000,000 |
| Tolls, Penalties, and Fees | - | - | - | - | 97,989,000 | 97,989,000 |
| Other Revenue | - | 623,500 | - | - | 100,000 | 723,500 |
| Investment Income | 358,500 | 10,277,800 | 248,100 | 124,100 | 2,296,500 | 13,305,000 |
| TOTAL Revenues | 33,123,500 | 673,554,900 | 248,100 | 2,936,200 | 108,459,900 | 818,322,600 |
| | | | | | | |
| Expenditures/Expenses | | | | | | |
| Personnel Salaries and Benefits | 6,912,700 | 8,816,900 | - | - | 1,834,300 | 17,563,900 |
| Professional and Support | | | | | | |
| Professional Services | 5,549,100 | 14,600,400 | - | - | 3,469,000 | 23,618,500 |
| Support Costs | 4,679,100 | 6,341,800 | - | - | 10,627,400 | 21,648,300 |
| TOTAL Professional and Support Costs | 10,228,200 | 20,942,200 | - | - | 14,096,400 | 45,266,800 |
| Projects and Operations | | | | | | |
| Program Operations | - | 24,661,000 | - | - | 24,921,800 | 49,582,800 |
| Engineering | - | 33,235,000 | - | - | - | 33,235,000 |
| Construction | - | 269,014,100 | - | - | 4,022,300 | 273,036,400 |
| Design Build | - | 36,538,000 | - | - | 1,383,000 | 37,921,000 |
| Right of Way/Land | - | 45,923,500 | - | - | - | 45,923,500 |
| Operating and Capital Disbursements | 47,425,000 | 199,847,300 | - | - | - | 247,272,300 |
| Special Studies | 14,890,000 | - | - | - | - | 14,890,000 |
| Local Streets and Roads | - | 84,545,100 | - | - | - | 84,545,100 |
| Regional Arterials | - | 30,000,000 | - | - | - | 30,000,000 |
| TOTAL Projects and Operations | 62,315,000 | 723,764,000 | - | - | 30,327,100 | 816,406,100 |
| Debt Service | | | | | | |
| Principal Payments | - | - | - | 32,635,000 | - | 32,635,000 |
| Interest Payments | - | - | - | 36,580,200 | 22,201,000 | 58,781,200 |
| TOTAL Debt Service | - | - | - | 69,215,200 | 22,201,000 | 91,416,200 |
| Capital Outlay | 3,410,000 | 4,342,200 | - | - | 85,000 | 7,837,200 |
| TOTAL Expenditures/Expenses | 82,865,900 | 757,865,300 | - | 69,215,200 | 68,543,800 | 978,490,200 |
| | | | | | | |
| Excess (deficiency) of Revenues over (under) Expenditures/Expenses | (49,742,400) | (84,310,400) | 248,100 | (66,279,000) | 39,916,100 | (160,167,600) |
| | | | | | | |
| Other Financing Sources (Uses) | | | | | | |
| Transfers In | 50,976,300 | 91,173,300 | - | 69,215,200 | 310,000 | 211,674,800 |
| Transfers Out | (5,877,700) | (163,506,000) | - | (2,812,100) | (39,479,000) | (211,674,800) |
| Net Financing Sources (Uses) | 45,098,600 | (72,332,700) | - | 66,403,100 | (39,169,000) | - |
| | | | | | | |
| Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses) | (4,643,800) | (156,643,100) | 248,100 | 124,100 | 747,100 | (160,167,600) |
| | | | | | | |
| Beginning Fund Balance | 37,228,600 | 1,101,292,400 | 22,544,200 | 11,282,000 | 210,321,600 | 1,382,668,800 |
| ENDING FUND BALANCE | $ 32,584,800 | $ 944,649,300 | $ 22,792,300 | $ 11,406,100 | $ 211,068,700 | $ 1,222,501,200 |

**Table 21 – Highway, Regional Arterial, Rail, and Regional Conservation Program Projects FY 2023/24**

| Description | | |
|---|---|---|
| 15 COP | $ | 2,746,000 |
| 71/91 Connector | | 300,000 |
| 91 eastbound COP | | 2,000,000 |
| I-15 Express Lanes—Ingress/Egress | | 1,000,000 |
| I-15 Express Lanes—Southern Extension | | 8,178,000 |
| MCP | | 50,000 |
| MCP construction package | | 5,000,000 |
| MCP I-215/Placentia Avenue Interchange | | 5,000 |
| Riverside County-Santa Ana River Trail Extension *(details presented in Section 3.2 Planning and Programming)* | | 1,581,000 |
| Smart Freeways | | 1,700,000 |
| SR-60 Truck Lanes Habitat Mitigation | | 500,000 |
| SR-74 corridor — Ethanac Road | | 565,000 |
| SR-79 realignment | | 440,000 |
| SUBTOTAL HIGHWAY ENGINEERING | | 24,065,000 |
| REGIONAL ARTERIAL ENGINEERING | | |
| I-10/Highland Springs Avenue Interchange | | 1,000,000 |
| I-15/Railroad Canyon Interchange | | 30,000 |
| Various Western County Measure A regional arterial (MARA) and TUMF regional arterial projects | | 3,910,000 |
| SUBTOTAL REGIONAL ARTERIAL ENGINEERING | | 4,940,000 |
| RAIL ENGINEERING | | |
| Moreno Valley—March Field Station upgrade | | 200,000 |
| Perris Valley Line Double Track | | 2,250,000 |
| Perris Valley Line Layover Facility | | 1,030,000 |
| Riverside Downtown Station grade crossing | | 500,000 |
| Riverside Downtown Station track and platform | | 250,000 |
| SUBTOTAL RAIL ENGINEERING | | 4,230,000 |
| **TOTAL HIGHWAY, REGIONAL ARTERIAL, AND RAIL ENGINEERING** | **$** | **33,235,000** |
| HIGHWAY CONSTRUCTION | | |
| 15 Express Lanes *(details presented in Section 3.4 Toll Operations)* | $ | 100,000 |
| 15/91 Express Lanes Connector | | 3,114,000 |
| 71/91 Connector | | 64,000,000 |
| 91 Express Lanes *(details presented in Section 3.4 Toll Operations)* | | 3,922,300 |
| 91 Project | | 1,445,000 |
| Hamner Bridge widening | | 15,000,000 |
| I-15 Express Lanes Project | | 497,000 |
| MCP I-215/Placentia Avenue Interchange | | 550,500 |
| Riverside County—Santa Ana River Trail *(details presented in Sections 5.2 Planning and Programming and 5.3 Capital Projects)* | | 35,000 |
| Smart Freeways | | 12,240,000 |
| SR-60 Truck Lanes | | 520,000 |
| General *(details presented in Section 3.3 Capital Projects)* | | 1,900,200 |
| SUBTOTAL HIGHWAY CONSTRUCTION | | 104,566,400 |
| REGIONAL ARTERIAL CONSTRUCTION | | |
| I-15/Railroad Canyon Interchange | | 231,000 |
| Various Western County MARA and TUMF regional arterial projects | | 150,864,000 |
| SUBTOTAL REGIONAL ARTERIAL CONSTRUCTION | | 151,095,000 |
| RAIL CONSTRUCTION | | |
| Moreno Valley—March Field station upgrade | | 17,250,000 |
| Perris Valley Line Station Layover Facility | | 125,000 |
| SUBTOTAL RAIL CONSTRUCTION | | 17,375,000 |
| **TOTAL HIGHWAY, REGIONAL ARTERIAL, AND RAIL CONSTRUCTION** | **$** | **273,036,400** |

**Table 21 - Highway, Regional Arterial, Rail, and Regional Conservation Program Projects FY 2023/24, continued**

| Description | | |
|---|---|---|
| HIGHWAY DESIGN BUILD | | |
| 15/91 Express Lanes Connector | $ | 33,073,000 |
| 91 Express Lanes *(details presented in Section 3.4 Toll Operations)* | | 203,000 |
| 91 Express Lanes eastbound lane to McKinley Avenue (*details presented in Section 3.4 Toll Operations*) | | 1,180,000 |
| 91 Project | | 440,000 |
| I-15 Express Lanes Project | | 542,000 |
| I-15 Express Lanes—Northern Extension | | 483,000 |
| I-15 Express Lanes—Southern Extension | | 2,000,000 |
| **TOTAL HIGHWAY DESIGN BUILD** | **$** | **37,921,000** |
| | | |
| HIGHWAY RIGHT OF WAY AND LAND | | |
| 15/91 Express Lanes connector | $ | 55,000 |
| 60/215 East Junction high occupancy vehicle (HOV) lane connectors | | 25,000 |
| 71/91 Connector | | 640,000 |
| 91 Project | | 700,000 |
| I-15 Express Lanes Project | | 198,000 |
| I-215 corridor improvements (central segment)/Scott Road to Nuevo Road | | 250,000 |
| Jurupa Avenue grade separation | | 1,000,000 |
| McKinley Avenue grade separation | | 2,400,000 |
| MCP | | 5,150,000 |
| MCP I-215/Placentia Avenue Interchange | | 20,862,000 |
| Pachappa Underpass | | 4,000 |
| Riverside County—Santa Ana River Trail Extension *(details presented in Section 3.2 Planning and Programming)* | | 4,440,000 |
| SR-60 Truck Lanes Habitat Mitigation | | 25,000 |
| SR-91 HOV lanes/Adams Street to 60/91/215 interchange | | 30,000 |
| General *(details presented in Section 3.3 Capital Projects)* | | 150,500 |
| SUBTOTAL HIGHWAY RIGHT OF WAY AND LAND | | 35,929,500 |
| | | |
| REGIONAL ARTERIAL RIGHT OF WAY AND LAND | | |
| I-10/Highland Springs Avenue Interchange | | 10,000 |
| I-15/Railroad Canyon Interchange | | 10,000 |
| Various Western County MARA and TUMF regional arterial projects | | 7,814,000 |
| SUBTOTAL REGIONAL ARTERIAL RIGHT OF WAY AND LAND | | 7,834,000 |
| | | |
| RAIL RIGHT OF WAY AND LAND | | |
| Moreno Valley—March Field station upgrade | | 10,000 |
| Perris Valley Line double track | | 150,000 |
| General | | 300,000 |
| SUBTOTAL RAIL RIGHT OF WAY AND LAND | | 460,000 |
| | | |
| REGIONAL CONSERVATION RIGHT OF WAY AND LAND | | |
| Regional Conservation acquisition consultant costs *(details presented in Section 3.2 Regional Conservation)* | | 1,700,000 |
| **TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION RIGHT OF WAY AND LAND** | **$** | **45,923,500** |
| **GRAND TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAMS** | **$** | **390,115,900** |

# AGENDA ITEM 7A

# MINUTES

# *RIVERSIDE COUNTY TRANSPORTATION COMMISSION*

## MEETING MINUTES

Wednesday, April 12, 2023

**1. CALL TO ORDER**

The Riverside County Transportation Commission was called to order by Chair Bob Magee at 9:32 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501. Public Comment Dial-In-Number: 1-669-900-6833 Meeting ID: 843 3689 1259, Passcode: 869862.

**2. ROLL CALL**

| **Commissioners/Alternates Present** | | **Commissioners Absent** |
|---|---|---|
| Brian Berkson | Bob Magee | Ulises Cabrera |
| Russell Betts | Meg Marker | Steven Hernandez |
| Chuck Conder | Joseph Morabito | Yxstian Gutierrez |
| Joseph DeConinck | Catalino Pining | Alonso Ledezma |
| Waymond Fermon | Dana Reed | Lisa Middleton |
| Kathleen Fitzpatrick | Jeremy Smith | Linda Molina |
| Sheri Flynn | Wes Speake | V. Manuel Perez |
| Raymond Gregory | Karen Spiegel | James Stewart |
| Berwin Hanna | Michael M. Vargas | Cindy Warren |
| Jan Harnik | Lloyd White | Chuck Washington |
| Kevin Jeffries | Bill Zimmerman | |
| Linda Krupa | | |
| Clint Lorimore* | | |

*Arrived after the meeting was called to order.

At this time, Chair Magee welcomed back city of Norco's Commissioner Berwin Hanna.

**3. PLEDGE OF ALLEGIANCE**

Chair Bob Magee led the Commission in a flag salute.

**4. PUBLIC COMMENTS**

There were no requests to speak from the public.

Commissioner Clint Lorimore joined the Commission meeting.

## 5. ADDITIONS / REVISIONS

Lisa Mobley, Administrative Services Director/Clerk of the Board, announced there was a revision to Agenda Item 8, *"Agreement with the San Bernardino County Transportation Authority for the Interstate 15 Cross-County Toll Segment"* and copies were distributed to the Commissioners.

## 6. CONSENT CALENDAR

**M/S/C (Gregory/Smith) to approve the following Consent Calendar items.**

### 6A. APPROVAL OF MINUTES – MARCH 8, 2023

### 6B. MONTHLY INVESTMENT REPORT

1) Receive and file the Monthly Investment Report for the month ended February 28, 2023.

### 6C. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

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

### 6D. RIVERSIDE COUNTY TRANSPORTATION COMMISSION FISCAL YEAR 2022/23 SHORT RANGE TRANSIT PLAN AMENDMENTS

1) Approve the reprogramming of a principal amount of $395,275 plus any interest from the city of Riverside's (City) Special Transportation Services Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTIMSEA) to the Commission's South Perris Parking Lot Rehabilitation Project;
2) Approve an allocation of $417,631 from the Federal Transit Administration (FTA) Section 5339 Program for the South Perris Parking Lot Rehabilitation Project;
3) Approve the budget amendment and changes to the Commission's amended FY 2022/23 Short Range Transit Plan (SRTP) to reflect the above-mentioned funding revisions;
4) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments for inclusion into the Federal Transportation Improvement Program as needed for the FTA Program of Projects; and

5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute necessary amended agreements related to these allocations on behalf of the Commission.

**6E. MEASURE A SPECIALIZED TRANSIT PROGRAM COVID-19 AND ECONOMIC RELIEF FUNDING**

1) Approve Amendment No. 1 to Agreement No. 21-26-096-00 with Friends of Moreno Valley Senior Center, Inc. for an additional $40,050 of Measure A Specialized Transit funds for a not-to-exceed amount of $337,135;
2) Approve Amendment No. 1 to Agreement No. 21-26-077-00 with Care Connexus for an additional $57,704 of Measure A Specialized Transit funds for a not-to-exceed amount of $969,336;
3) Approve Amendment No. 1 to Agreement No. 21-26-076-00 with Care-A-Van for an additional $50,000 of Measure A Specialized Transit funds for a not-to-exceed amount of $1,046,884;
4) Approve Amendment No. 1 to Agreement No. 21-026-087-00 with EXCEED dba Valley Resource Center for an additional $99,600 of Measure A Specialized Transit funds for a not-to-exceed amount of $344,460; and
5) Authorize Executive Director, or designee, to approve a temporary waiver of the Measure A Specialized Transit Program match requirement of 34 percent as needed for all recipients in Fiscal Years 2022/23 and 2023/24.

**7. RIVERSIDE TRANSIT AGENCY UPDATE FROM CEO KRISTIN WARSINSKI**

Kristin Warsinski, Riverside Transit Agency's (RTA) Chief Executive Officer, presented an RTA update, highlighting the following areas:

- RTA
  - Established as a Joint Powers Agency on August 15, 1975
  - Service began on March 16, 1977
  - Service area: 2,500 square miles of Western Riverside County
  - 18 cities and Supervisorial Districts I, II, III, V
- RTA locations
  - Riverside Headquarters, a satellite office in Hemet, contractor locations in Perris, and provides 648 jobs
- Fixed route bus service
  - 32 local fixed routes
    - 3 commuter routes – Riverside County, Orange County, and San Bernardino County
- Dial-A-Ride service
  - Curb-to-curb, advanced reservation service for seniors age 65 and above and persons with disabilities

    - Partner with: Banning Connect, Beaumont Transit, city of Riverside, Corona Transit, and other senior/disabled services
- GoMicro
    - On-demand service that offers shared rides in the Hemet-San Jacinto microtransit zone and the Route 44 map was displayed for that area
- Service features
- Bus stops
- Displayed a ridership heat map
    - High ridership in Corona, Riverside, Moreno Valley, and Perris
    - Consistent ridership in Hemet and San Jacinto, increased with GoMicro

At this time, Charlie Ramirez, RTA's Chief Financial Officer, presented the RTA's finances for this fiscal year, highlighting the following:

- FY 2023 Budget
    - Operating Budget: $93,245,222
    - Capital Budget: $15,917,364
- FY 2023 Budget funding sources
- New projects:
    - GoMobile: Buy passes, pay your fare, plan your trip, check the arrival time of your next bus, and receive service alerts
- The fareboxes were all replaced on RTA's fixed route buses
    - Easy payment options: Cash and coin, paper magnetic-striped passes, mobile ticketing, tap-enabled credit/debit card
    - Coming soon: Apple Pay and Google Pay, and smartcards
- Fare promotions
- Student eligibility: U-Pass for UC Riverside, Cal Baptist University, and La Sierra University; and the Go-Pass for Riverside City College, Moreno Valley College, Norco College, and Mt. San Jacinto College

Kristin Warsinski then presented some of the RTA's projects looking forward, highlighting the following:

- Sustainable Service Plan (SSP) – Project purpose
    - Update the bus network to better reflect travel post-pandemic
    - Hold extensive outreach to capture unmet needs
    - March 27, 2023 Board approved SSP for implementation
- Community outreach
- Vine Street Mobility Hub
- Transition to zero-emission buses
- How to stay informed: Website, iAlterts, GoMobile app, BusWatch, Social Media, and Google transit

Kristin Warsinski stated they would like to continue to provide RTA updates yearly and she thanked the Commission for having them.

Anne Mayer, Executive Director, expressed appreciation to Kristin Warsinski and Charlie Ramirez for their presentation and for all the work they do. She explained at the February 2023 Commission Workshop several Commissioners talked about the importance of transit and providing reasonable, feasible, and affordable transit to their constituents and the conversation today gives an opportunity to see how much the RTA is doing here. It is exciting to see the new opportunities and the fact that the RTA is on the cutting edge in so many areas it is really a great partnership between RCTC and the RTA. They are excited to see how the GoMicro service works because it seems like it has a lot of potential.

Commissioner Wes Speake expressed appreciation for the presentation as it is good to see how much the RTA is doing. He concurred on the hydrogen with the push that is happening nationwide with the Hydrogen Hub Program and the state is getting behind this not just from the government level but from the business side and are seeing a groundswell of support for it. He stated the GoMicro service seems wonderful and asked about the expansion for the GoMicro and the criteria for where they go next.

Kristin Warsinski replied the RTA is currently working on their service standards, which will define a little more how they decide that. For Micro Transit to work properly and what they have seen is that Micro Transit could not be on Route 1, which is the busiest route on the corridor. It needs to be an area where there is a definite transit dependency and some sort of consistent base but not high ridership. There are some areas in Perris and in Temecula the RTA has looked at and there is a lot of opportunity all throughout the RTA's service area to just use it to feed the core network and they will come up with more defined ways to make that decision in the coming months.

Commissioner Sheri Flynn stated she represents the city of Banning and noticed on the RTA route it does not go to Banning or Beaumont and asked if it is not offered to Banning or Beaumont since they have their own transit in Banning.

Kristin Warsinski replied that the cities of Banning and Beaumont have their local routes that serve their cities specifically and they have a connecting place between the two cities and the RTA has Route 31 which goes from Moreno Valley through the Pass Area, down to Hemet and San Jacinto and it stops both at the Beaumont Walmart and in Banning by Sun Lakes and the Rite Aid. The RTA does more of the regional over there so if they need to get out of the Pass Area they can go to Moreno Valley and then connect to Riverside.

Governor's Appointee Catalino Pining, Caltrans District 8, stated Caltrans is looking for opportunities to partner with a transit agency and used the transit signal priority on state routes as an example and he would like to discuss with the RTA if there is any opportunity along state routes that Caltrans can help with the operation.

Commissioner Chuck Conder stated he travels the city a lot and even before the pandemic he has never seen more than four or five people in a bus and asked if the RTA has looked at going to smaller buses that might be more fuel efficient.

Kristin Warsinski replied their contracted fixed route has smaller buses and currently there is not a federally approved zero emission engine and at this point it is unclear how they would go to hydrogen so those are CNG for now. The 40-foot buses are directly operated which is in the coach operators' memorandum of understanding, so it would take a negotiation with the union to change the size of the bus they drive, but it is something the RTA could look at.

**M/S/C to:**

**1) Receive an update from CEO Kristin Warsinski.**

**8. AGREEMENT WITH THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR THE INTERSTATE 15 CROSS-COUNTY TOLL SEGMENT**

David Thomas, Toll Project Delivery Director stated he also has Sergio Vidal, Chief Financial Officer, and Rick Grebner, Parsons, to help answer questions. He then presented the Interstate 15 Cross-County Toll Segment with the San Bernardino County Transportation Authority (SBCTA), highlighting the following:

- Project background
  - RCTC
    - ✓ 91 Corridor Improvement Project
    - ✓ 15 Express Lanes Project
    - ✓ 15/91 Express Lanes Connector
    - ✓ 15 Express Lanes Project – Southern Extension
- SBCTA
  - 10 Express Lanes Project (Contract 1)
  - 10 Express Lanes (Future Contracts)
  - 15 Express Lanes (Contract 1)
  - 15 Express Lanes (Future Contracts)
- Displayed the Candidate Express Lane Network Map (SCAG 2024 RTP)
- SBCTA Interstate 15 Corridor and Freight Express Lanes Project background and a map
- I-15 Cross-County Toll Segment Project background and a map
- Cooperative agreement and other agreements
- Transportation Infrastructure Finance and Innovation Act (TIFIA) Due Diligence Review

David Thomas provided an update that the TIFIA consent was received this morning and is expected to be fully executed later this month with the completion of all agreements and it is not anticipated that staff will need to return to the Commission on this item.

- A figure of the access improvements near Cantu-Galleano Ranch Road and cost summary
- SBCTA reimbursement

Anne Mayer stated staff has been working on these agreements for over three years and the goal has always been to create a cooperative arrangement with SBCTA that was beneficial to the traveling public. The entire goal has been to build a project that operates seamlessly, that is responsible with relationship to RCTC's financial obligations on RCTC's existing financing. She acknowledged David Thomas, Sergio Vidal, Rick Grebner, Jennifer Crosson, Toll Operations Director, and the teams for the hard work as they have been professional, focused on a problem-solving mode to find a way to meet all the criteria, and for their diligence. She recognized the TIFIA Office for receiving their consent this morning it is a relief to have the consent of the U.S. Department of Transportation to move forward and thankful for the collaboration with SBCTA.

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

**1) Approve Agreement No. 23-31-028-00 with the San Bernardino County Transportation Authority (SBCTA) detailing project terms during design and construction phases and operations for the proposed Interstate 15 (I-15) Cross-County Toll Segment (Project);**

**2) Approve Agreement No. 17-31-002-03 with the California Department of Transportation and SBCTA detailing the assignment to SBCTA of the Commission's rights and obligations to lease, operate, and maintain a portion of the Commission's existing 15 Express Lanes Toll Facility;**

**3) Approve the Second Supplemental Toll Revenue Indenture to the Master Indenture (I-15 Toll Road) dated July 1, 2017;**

**4) Adopt Resolution No. 23-001, *"Authorizing the Execution and Delivery of a Supplemental Toll Revenue Indenture in Connection with the Partial Assignment of a Portion of the I-15 Toll Express Lanes and Taking of All Other Actions Necessary in Connection Therewith*";**

**5) Authorize the Chair or Executive Director, pursuant to U.S. Department of Transportation (DOT) Transportation Infrastructure Finance and Innovation Act (TIFIA) office consent and Commission bond and legal counsel review, to execute the agreements and other required financing related documents on behalf of the Commission;**

**6) Authorize the Chair or Executive Director, pursuant to U.S. DOT TIFIA office consent and Commission bond and legal counsel review, to execute an agreement between SBCTA and SBCTA's back-office toll service provider (TSP), and subsequent amendments or new**

**agreements with any successor back-office TSP, to which the Commission will be signatory to ensure that revenues are transferred annually from SBCTA through its back-office TSP to the Commission;**

**7) Authorize the allocation to SBCTA of approximately $14 million in federal Congestion Mitigation and Air Quality (CMAQ) funds for design and construction phase costs for 15 Express Lane access improvements near Cantu-Galleano Ranch Road for the Project;**

**8) Authorize the transfer of $310,000 in Measure A (Economic Development) funds to the 15 Express Lanes to account for construction impacts related to 15 Express Lanes access improvements near Cantu-Galleano Ranch Road;**

**9) Authorize the allocation of a contingency amount not to exceed $1 million in federal CMAQ funds for 15 Express Lane access improvements near Cantu-Galleano Ranch Road; 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

David Knudsen, External Affairs Director, presented an update for the state and federal legislative activities.

**M/S/C to:**

**1) Receive and file a state and federal legislative update.**

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

There were no items pulled from the Consent Calendar.

## 11. EXECUTIVE DIRECTOR'S REPORT

Anne Mayer:

- Reminded the Commissioners as they travel to Sacramento and Washington, D.C. if there is a transportation issue that needs to be raised to contact RCTC for key talking points or for any information that is needed to share while on those trips.
- Reported that she, Aaron Hake, Deputy Executive Director, David Knudsen, Joie Edles Yanez, Capital Projects Manager, and Lorelle Moe-Luna, Multimodal Services Director, all traveled to the city of Blythe on April 11. She thanked Commissioner Joey DeConinck for the hospitality. They had met with several members from the city council, city staff, and the transit agency to discuss important transportation issues for the city of Blythe.

## 12. COMMISSIONER COMMENTS

**12A.** Commissioner Joey DeConinck thanked Anne Mayer and staff for coming to the city of Blythe. They were able to see all the freeway construction happening out there.

**12B.** Commissioner Jan Harnik announced the Southern California Association of Governments' (SCAG) General Assembly is being held on May 4 and 5, 2023 at the JW Marriott in Palm Desert. SCAG is working on the Regional Transportation Plan (RTP) Sustainable Communities Strategy or Connect SoCal are having workshops throughout the region. For the Coachella Valley it will be held on May 2 at the UCR Satellite in Palm Desert, there will be two workshops so that everyone's voice can be heard about their transportation preferences and any input so that the best RTP can be made. Go to the SCAG website to look for where those workshops will be to let their community members know and make sure their voices are heard.

**12C.** Commissioner Waymond Fermon thanked the Commission and his colleagues for the work that has gone on in the Coachella Valley, the reason being is they have the Coachella music festivals starting this weekend. The festivals will go for the next three weeks, and they have seen so many improvements as it pertains to the impacts of traffic in the area. This is the first year they have the Acrisure Arena that is along I-10 in this corridor, and they will see some impacts. It will speak to how important the future is in looking at multiple means of transportation into the Coachella Valley and to continue to garner support for RCTC's CV Rail Project and other interchanges including the Monroe Bridge Interchange Project they are moving forward with.

**12D.** Commissioner Kevin Jeffries reported there is a lawsuit that has been filed in the state of Montana to force the United States Forest Service to stop using Phos-Chek fire retardant. The claim is that it is not permitted to be dropped because it violates clean water standards and pollutes the mountain side that they are trying to stop the fire on. If it is successful, it will have a dramatic impact in their communities in Riverside County as every community that abuts the National Forest would no longer have the air dropping capacity provided by the United States Forest Service as California Department of Forestry and Fire Protection (CalFire) and the Forest Service use the same facilities and materials so it could also have an impact in California.

**12E.** Catalino Pining reported with the significant rain received this past winter Caltrans has been receiving a lot of complaints regarding potholes and pavement distress. They are looking at that either by emergency, or their maintenance forces through their work, or through projects. Starting on April 13 Caltrans is postponing any activities that will impact traffic during the Coachella festivals unless there is an emergency that needs to be addressed.

**12F.** Commissioner Speake thanked Catalino Pining for the upcoming project on the southbound I-15 between Old Temescal Road and Ontario as there is going to be a new auxiliary lane. That project will be kicked off soon and will be out to bid in a few years. He is delighted to see Catalino Pining in his role and his broad experience with the district and is looking forward to working with Mr. Pining on continuing those auxiliary lanes in that direction.

**12G.** Commissioner Chuck Conder announced on April 22-23, 2023 the Air Show returns to March Air Reserve Base for the first time in five years. Gates open at 8:00 a.m., free parking, and free admission to the show on the main base side.

## 13. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Magee adjourned the meeting at 10:34 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m. on Wednesday, May 10, 2023.

Respectfully submitted,

Lisa Mobley
Administrative Services Director /
Clerk of the Board

# AGENDA ITEM 7B

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Budget and Implementation Committee<br>Alicia Johnson, Senior Procurement Analyst<br>Jose Mendoza, Procurement Manager |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Single Signature Authority Report |

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

This item is for the Commission to:

1) Receive and file the Single Signature Authority report for the third quarter ended March 31, 2023.

***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 third quarter ended March 31, 2023, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services as of March 31, 2023, is $1,550,231.

Attachment: Single Signature Authority Report as of March 31, 2023

# SINGLE SIGNATURE AUTHORITY
## AS OF MARCH 31, 2023

| CONTRACT # | CONSULTANT | DESCRIPTION OF SERVICES | ORIGINAL CONTRACT AMOUNT | PAID AMOUNT | REMAINING CONTRACT AMOUNT |
|---|---|---|---|---|---|
| | AMOUNT AVAILABLE July 1, 2022 | | $2,000,000.00 | | |
| 22-45-099-00 | California Highway Patrol | Call Box Coordinator Services | 15,900.00 | 1,354.00 | 14,546.00 |
| 19-31-030-04 | Arcadis | I-15/Railroad Canyon Interchange Project | 214,293.00 | 123,253.00 | 91,040.00 |
| 23-65-045-00 | KOA Corporation | 2022/2023 SCAG's County Transportation Commission REAP 2.0 Grant Writing Services | 70,630.00 | 41,025.00 | 29,605.00 |
| 22-62-008-02 | Center for Transportation and the Environment, Inc | Implementation Plan Services for the Riverside County Zero-Emission Bus Rollout and Implementation Plans | 48,946.00 | 0.00 | 48,946.00 |
| 23-31-054-00 | RailPros | SR 71/SR91 Flagging Services | 100,000.00 | 0.00 | 100,000.00 |
| | AMOUNT USED | | 449,769.00 | | |
| | AMOUNT REMAINING through March 31, 2023 | | $1,550,231.00 | | |
| | | Agreements that fall under Public Utilities Code 130323 (C) | | | |
| None | N/A | | $- | $- | $- |

Alicia Johnson
Prepared by

Matthew Wallace
Reviewed by

Note: Shaded area represents new contracts listed in the third quarter.

# AGENDA ITEM 7C

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Budget and Implementation Committee<br>Megan Kavand, Senior Financial Analyst<br>Sergio Vidal, Chief Financial Officer |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Monthly Investment Report |

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

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended March 31, 2023.

***BACKGROUND INFORMATION:***

The Commission's investment reports have generally reflected investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

As a result of significant project financings such as the State Route 91 Corridor Improvement Project (91 Project or 91 CIP) and the Interstate 15 Express Lanes Project (I-15 ELP), the Commission engaged MetLife Investment Management, LLC, formerly Logan Circle Partners, L.P. (MetLife), as the investment manager for the bond proceeds and other required funds. Additionally, the Commission engaged Payden & Rygel Investment Management (Payden & Rygel) to make specific investments for Commission operating funds. The Commission approved initial agreements with the investment managers in May 2013 following a competitive procurement and has extended the agreements through the annual recurring contracts process.

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013, the I-15 ELP and 91 Project completion financing (2017 Financing) in July 2017 and the 2021 91 Project refinancing (2021 Financing) in October 2021. Consistent with financing expectations, the Commission expended all 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and subsequent to commencement of operations, established other required accounts. The Commission continues to expend the 2017 Financing bond proceeds on the I-15 ELP and funded required reserve accounts.

The monthly investment report for March 2023, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2017 Financing, 2021 Financing and available operating cash. As of March 31, 2023, the Commission's cash and investments were comprised of the following:

| CASH AND INVESTMENTS PORTFOLIO | AMOUNTS [1] |
|---|---|
| Operating | $ 837,558,729 |
| Trust | 274,296,985 |
| Commission-managed | 190,294,038 |
| STAMP for 91 CIP | 57,546,887 |
| STAMP for 2017 Financing | 30,974,268 |
| Total | **$ 1,390,670,907** |
| Note: [1] Unreconciled and unaudited | |

As of March 31, 2023, the Commission's cash and investments are in compliance with both the Commission's investment policy adopted on December 14, 2022, and permitted investments described in the indenture for the Commission's sales tax revenue bonds and the master indentures for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

***FISCAL IMPACT:***

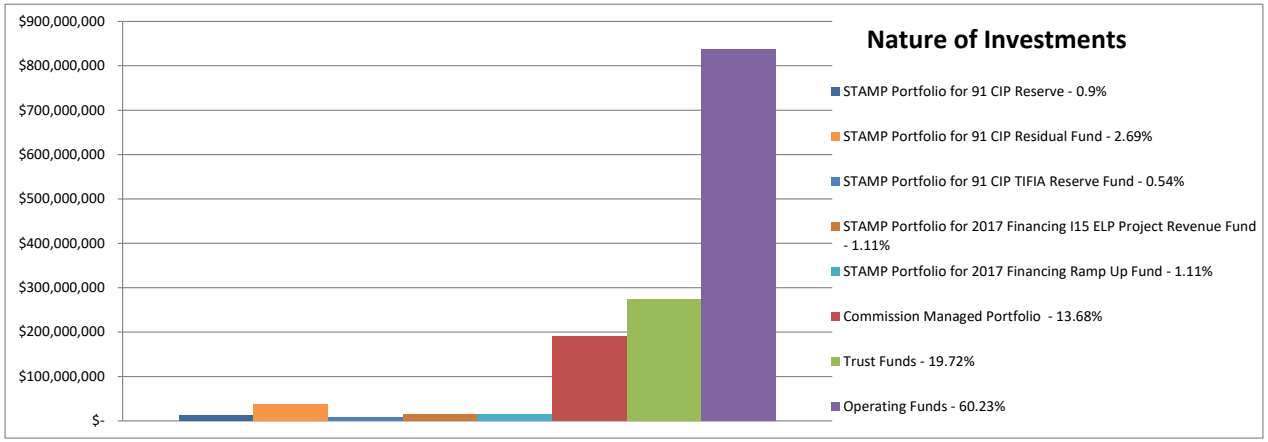
This is an information item. There is no fiscal impact.

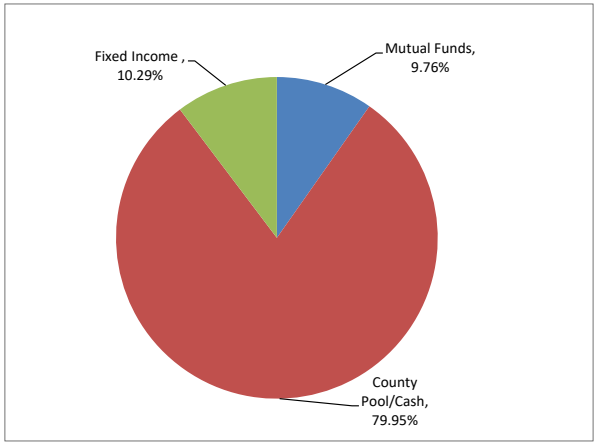
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: March 31, 2023

| | STATEMENT BALANCE [1] | FINANCIAL INSTUTION | STATEMENTS | RATING MOODYS / S&P | COUPON RATE | PAR VALUE | PURCHASE DATE | MATURITY DATE | YIELD TO MATURITY | PURCHASE COST | MARKET VALUE | UNREALIZED GAIN (LOSS) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **OPERATING FUNDS** | | | | | | | | | | | | |
| City National Bank Deposits | 9,069,614 | City National Bank | Available upon request | A3/BBB+ | N/A | | | | N/A | | | |
| County Treasurer's Pooled Investment Fund | 828,489,115 | County Treasurer | Available upon request | | | | | Available upon request | | | | |
| **Subtotal Operating Funds** | 837,558,729 | | | | | | | | | | | |
| **FUNDS HELD IN TRUST** | | | | | | | | | | | | |
| County Treasurer's Pooled Investment Fund: | | | | | | | | | | | | |
| Local Transportation Fund | 274,296,985 | County Treasurer | Available upon request | | | | | Available upon request | | | | |
| **Subtotal Funds Held in Trust** | 274,296,985 | | | | | | | | | | | |
| **COMMISSION MANAGED PORTFOLIO** | | | | | | | | | | | | |
| US Bank Payden & Rygel Operating | 54,633,738 | US Bank | Available upon request | | | | | Available upon request | | | | |
| First American Government Obligation Fund | 135,660,300 | US Bank | Available upon request | N/A | N/A | | | | N/A | | | |
| **Subtotal Commission Managed Portfolio** | 190,294,038 | | | | | | | | | | | |
| **STAMP PORTFOLIO for 91 CIP** | | | | | | | | | | | | |
| 2013 Series A & Series B Reserve Fund | 12,564,346 | US Bank | Available upon request | | | | | Available upon request | | | | |
| 2021 Series B Reserve Fund | 37,421,365 | US Bank | Available upon request | | | | | Available upon request | | | | |
| 2021 Series C Reserve Fund | 7,561,176 | US Bank | Available upon request | | | | | Available upon request | | | | |
| **Subtotal STAMP Portfolio - 91 CIP** | 57,546,887 | | | | | | | | | | | |
| **STAMP PORTFOLIO for 2017 Financing** | | | | | | | | | | | | |
| Sales Tax I15 ELP Project Revenue Fund | 15,502,349 | US Bank | Available upon request | | | | | Available upon request | | | | |
| Ramp Up Fund | 15,471,919 | US Bank | Available upon request | | | | | Available upon request | | | | |
| **Subtotal STAMP Portfolio - 2017 Financing** | 30,974,268 | | | | | | | | | | | |
| **TOTAL All Cash and Investments** | **$ 1,390,670,907** | | | | | | | | | | | |

**Notes:**
[1] Unreconciled and unaudited



# AGENDA ITEM 7D

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Budget and Implementation Committee<br>Matt Wallace, Deputy Director of Financial Administration |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Agreement for Sales Tax Audit and Reporting Services |

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

This item is for the Commission to:

1) Approve Agreement No. 23-19-040-00 with MuniServices an Avenue Insights and Analytics Company (MuniServices) to provide sales tax audit and reporting services for a three-year term, and one two-year option to extend the agreement in an amount not to exceed $110,000;
2) Adopt Resolution No. 23-002, *"Authorization of the Riverside County Transportation Commission to Examine Transactions and Use Tax Records"*; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

***BACKGROUND INFORMATION:***

The Measure A sales tax revenues is the largest revenue source for the Commission. Sales tax audit and recovery services are critical to ensure the Commission secures lost revenues, identifies non-compliance, and is able to project Measure A sales tax in current and future years. These services will allow staff to assess factors and trends that impact sales tax, recover revenue from businesses due to misreporting or failure to report sales tax, and forecast Measure A sales tax revenues. Additionally, these services will include legislative advocacy for legislation impacting sales taxes.

Consistent with the Commission's philosophy of operating with a lean staff, the Commission relies on consultants to analyze short-term trends in taxable sales and related sales tax revenues on a timely basis or to ensure that the Commission is receiving the correct sales tax revenues. Therefore, in order to ensure the correct collection, allocation, and distribution of Measure A sales taxes, the Commission requires the services of a professional, qualified firm that specializes in revenue enhancement services consisting of sales and use tax audits and providing timely sales tax analysis.

***DISCUSSION:***

Staff conducted a formal, competitive procurement process, in accordance with the Commission's Procurement Policy Manual, to obtain sales tax audit and reporting services.

**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 sales tax audit and reporting services as set forth under the terms of Request for Proposals (RFP) No. 23-19-040-00.

RFP No. 23-19-040-00 for Sales Tax Audit and Reporting Services was released by staff on January 19, 2023. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 341 firms, zero (0) of which are located in Riverside County. Through the PlanetBids site, 11 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers by February 2, 2023. Two firms – HdL (Brea, CA) and MuniServices (Centreville, VA) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on February 16, 2023. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission 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 the two firms to the interview phase of the evaluation and selection process. Interviews of the shortlisted firms were conducted March 9, 2023.

As a result of the completion of the evaluation process, the evaluation committee recommends contract award to MuniServices, 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 | Annual Contract Price | Annual Estimated Recovery Cost | Overall Ranking |
|---|---|---|---|
| MuniServices | $ 22,000 | $180,000* | 1 |
| HdL | $ 4,200 | $ 150,000* | 2 |

*The fees paid for these audit services are contingent on the actual recovery of the additional sales tax revenue. The Annual Estimated Recovery Cost assumes $1m in recoveries per year.

In its role as the Commission's sales tax audit and reporting services provider, MuniServices will audit Riverside County businesses' quarterly sales tax reports and will submit findings to the California Department of Tax and Fee Administration (CDTFA) for review and determination of errors of sales tax reporting. Upon the CDTFA's review and concurrence with the error, which

may take several months, the Commission would receive the additional revenues. The fees paid to MuniServices for these audit services are contingent on the actual recovery of the additional sales tax revenue. Based on MuniServices' proposal, recoveries under $3 million will incur a higher fee percentage of 18 percent, while higher recoveries will be paid at a fee percentage that declines to 12 percent for recoveries over $10 million.

MuniServices has also proposed providing sales tax analysis reporting service (STARS) on a quarterly basis. This would include sales tax analysis reports, sales tax tracking and analysis software updates, short-term sales tax forecast updates, and face-to-face sales tax review and training sessions. The annual fees for the STARS service would be $22,000.

While Hdl's cost is lower and both Hdl and MuniServices perform sales tax audit services for the sales tax revenues allocated to cities and counties, MuniServices specializes in district taxes and local Bradley Burns sales taxes, has long-term Riverside County experience and knowledge, and works closely with the CDTFA on all phases of sales, use and district tax discovery and correction. MuniServices' data analytics, accurate forecasting, concise reporting tools have allowed the Commission to maximize revenues and make informed business decisions. Additionally, MuniServices would provide, at no additional charge, government relations services designed to keep the Commission well-informed of legislative activities that may threaten revenues. Furthermore, MuniServices has extensive experience with regional transportation agencies such as Orange County Transportation Authority, Los Angeles Metropolitan Transit Authority, San Diego Association of Governments, and Santa Clara Valley Transportation Authority. MuniServices is able to leverage experience within the region to identify trends that may impact the County of Riverside Sales Tax (Measure A).

Since 2008, MuniServices has recovered approximately $15 million for the Commission. Based on the technology and enhanced discovery tools recently implemented by MuniServices along with leveraging the fifteen years of experience analyzing Measure A sales tax trends, the expectation is for the firm to continue strong collections on behalf of the Commission.

The proposed sales tax audit services may result in additional sales tax revenues that may have otherwise not been paid. Staff believes MuniServices offers the best value given their knowledge and expertise of both district sales tax and local sales tax, innovative tools, accurate forecasting, and history of providing similar services to other California transportation agencies. Accordingly, staff recommends that Agreement No. 23-19-40-00 be awarded to MuniServices for an initial term of three years plus one two-year option for sales tax audit services contingent on sales tax revenue recoveries and for STARS at an annual fee of $22,000 and a five-year cost of $110,000. The resolution accompanying this staff report must also be adopted by the Commission and submitted to the CDTFA to designate MuniServices as authorized by the Commission to examine the records of the CDTFA.

The Commission's standard form professional services agreement, with the added provisions required by law related to access sales or transactions and use tax records, will be entered into with MuniServices 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.

***FISCAL IMPACT:***

This project has a budget of $ 110,000 for up to a five-year period. Funding for this project is comprised of Measure A.

| **Financial Information** | | | | | | |
|---|---|---|---|---|---|---|
| In Fiscal Year Budget: | Yes<br>N/A | Year: | FY 2023-24+ | Amount: | $ 110,000 | |
| Source of Funds: | Measure A | | | Budget Adjustment: | | No<br>N/A |
| GL/Project Accounting No.: | 001001 65520 00000 0001 101 19 65520 | | | | | |
| Fiscal Procedures Approved: | | | | Date: | 04/14/2023 | |

Attachments:

1) Resolution No. 23-002, *"Authorization of the Riverside County Transportation Commission to Examine Transactions and Use Tax Records"*
2) Agreement No. 23-19-040-00 with MuniServices, LLC.

*Approved by the Budget and Implementation Committee on April 24, 2023*

In Favor: 10 Abstain: 0 No: 0

**RESOLUTION NO. 23-002**

**AUTHORIZATION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION TO EXAMINE TRANSACTIONS AND USE TAX RECORDS**

WHEREAS, pursuant to Ordinance No. 88-1 and No. 02-001 of the Riverside County Transportation Commission (Commission) and Section 7270 of the Revenue and Taxation Code, the Commission has a contract with the California Department of Tax and Fee Administration (defined in the Revenue and Taxation Code as the "Board") to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the Commission deems it desirable and necessary for authorized representatives of the Commission to examine confidential transactions and use tax records of the Board pertaining to transactions and use taxes collected by the Board for the Commission pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the Executive Director or Chief Financial Officer of the Commission are hereby designated by the Board of Commissioners to the Board to represent the Commission with authority to examine transactions and use tax records of the Board pertaining to transactions and use taxes collected for the Commission by the Board pursuant to the contract between the Commission and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the Commission's transactions and use taxes by the Board pursuant to the contract.

Section 2. That the Executive Director or Chief Financial Officer of the Commission are hereby designated by the Board of Commissioners to the Board to represent the Commission with authority to examine those transactions and use tax records of the Board for purposes related to the following governmental functions of the Commission:

a) Review of sales tax records to ensure proper allocation and remittance to the Commission;
b) Economic development; and
c) Other governmental functions as required by the Commission.

The information obtained by examination of Board records shall be used only for those governmental functions of the Commission listed above, and only as permitted by law.

Section 3. That MuniServices, LLC is hereby designated to examine the transactions and use tax records of the Board pertaining to transactions and use taxes collected for the Commission by the Board. The person or entity designated by this section meets all of the following conditions:

a) Has an existing contract with the Commission to examine those transactions and use tax records;
b) Is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 and Section 2 of this resolution to examine the information;
c) Is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
d) Is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of Commission's transactions and use taxes by the Board pursuant to the contracts between the Commission and Board.

ADOPTED this 10th day of May, 2023.

_____
Robert E. Magee, Chair
Riverside County Transportation Commission

ATTEST:

_____
Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

**Agreement No. 23-19-040-00**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
**AGREEMENT FOR SALES TAX AUDIT & REPORTING SERVICES**
**WITH MUNISERVICES, LLC.**

## 1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **MUNISERVICES** ("Consultant"), a **CORPORATION**.

## 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 Transaction and Use Tax 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 Transaction and Use Tax (hereinafter referred to as (“Sales and Use Tax") Audit and Analysis 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 _____, unless earlier terminated as provided herein. Commission shall pay Consultant in accordance with Exhibit "C", as set forth in this Agreement.

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 the Chief Financial Officer, 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 **Carl Kumpf**, 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 **[___INCREASE IF NECESSARY - OTHERWISE LEAVE AS IS AND DELETE THIS NOTE___]** 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.

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 total compensation for Consultant's Services, as further detailed in Exhibit "A-2", shall not exceed _____ without written approval of Commission's Executive Director ("Total Compensation"). Compensation for Consultant's Sales and Use Tax Audit Services, as further detailed in Exhibit "A-1", shall be on a contingency fee basis only and is not subject to the above referenced not-to-exceed Total Compensation amount. 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 quarterly statement which indicates work completed. 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**: | **COMMISSION**: |
| MuniServices, LLC. | Riverside County |
| 5860 Trinity Parkway, Ste. 120 | Transportation Commission |
| Centreville, VA 20120 | 4080 Lemon Street, 3rd Floor |
| _____ | Riverside, CA 92501 |
| Attn: Carl Kumpf | 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, fines, penalties, 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 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.

3.31 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.

3.32 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.

3.33 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.34 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.

3.35 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.36 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.37 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.

3.38 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.

3.39 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.

3.40 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.

3.41 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.

3.42 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 SALES TAX AUDIT & REPORTING SERVICES**
**WITH [___CONSULTANT___]**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
**Anne Mayer**
**Executive Director**

**CONSULTANT**
**MUNISERVICES, LLC**

By: _____
Signature

_____
Name

_____
Title

*Approved as to Form:*

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

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

**[___INSERT___]**

## EXHIBIT "B"

## SCHEDULE OF SERVICES

**[___INSERT___]**

## EXHIBIT "C"

## COMPENSATION

**[___INSERT___]**

# AGENDA ITEM 7E

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Toll Policy and Operations Committee<br>Gary Clothier, Senior Management Analyst<br>Jennifer Crosson, Toll Operations Director |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | 15 Express Lanes Monthly Status Reports |

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

This item is for the Commission to:

1) Receive and file the 15 Express Lanes Monthly Reports for the three months from October to December 2022.

***BACKGROUND INFORMATION:***

The monthly 15 Express Lanes reports for the three months from October to December 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 October 2022
2) 15 Express Lanes Status Report for November 2022
3) 15 Express Lanes Status Report for December 2022

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

# RiversideExpress 15 ExpressLanes

Status Report
October 31, 2022

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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for October 2022 was 2,144,139. This represents a daily average of 69,166 transactions. Potential toll revenue for October was $2,430,640. Carpool percentage for October 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 October 2022.

**Current Month-to-Date as of October 31, 2022**

| Transactions | OCT-22 MTD | Stantec MTD Projected | # Variance | % Variance | OCT-21 MTD | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| SOV | 1,916,291 | | | | 1,866,959 | 2.6% |
| HOV3+ | 227,848 | | | | 207,752 | 9.7% |
| Total Gross Transactions | 2,144,139 | 2,982,043 | (837,904) | (28.1%) | 2,074,711 | 3.3% |
| **Revenue** | | | | | | |
| SOV | $2,430,640 | | | | $2,720,017 | (10.6%) |
| HOV3+ | $0 | | | | $0 | |
| Total Gross Revenue | $2,430,640 | $2,735,057 | ($304,417) | (11.1%) | $2,720,017 | (10.6%) |
| **Average Revenue per Transaction** | | | | | | |
| Average SOV | $1.27 | | | | $1.46 | (13.0%) |
| Average HOV3+ | $0.00 | | | | $0.00 | |
| Average Gross Revenue | $1.13 | $0.92 | $0.21 | 22.8% | $1.31 | (13.7%) |

| Direction | SOV | HOV3+ | Transactions | % Total Transactions | Expected Revenue | % Expected Revenue |
|---|---|---|---|---|---|---|
| Northbound | 934,660 | 102,541 | 1,037,201 | 48.4% | $563,167 | 23.2% |
| Southbound | 981,631 | 125,307 | 1,106,938 | 51.6% | $1,867,473 | 76.8% |
| Totals | 1,916,291 | 227,848 | 2,144,139 | 100.0% | $2,430,640 | 100.0% |

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

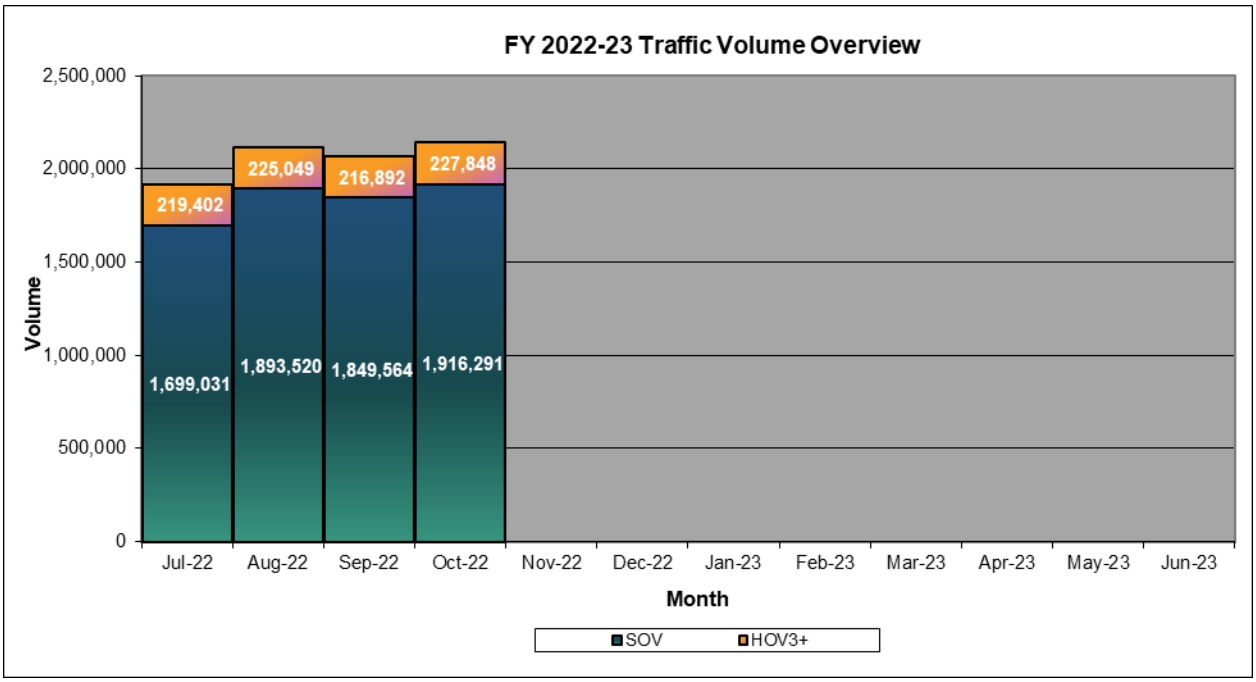
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2022 through October 2022. Year-to-date average revenue per-transaction is $1.11.

**FY 2022-23 Year-to-Date as of October 31, 2022**

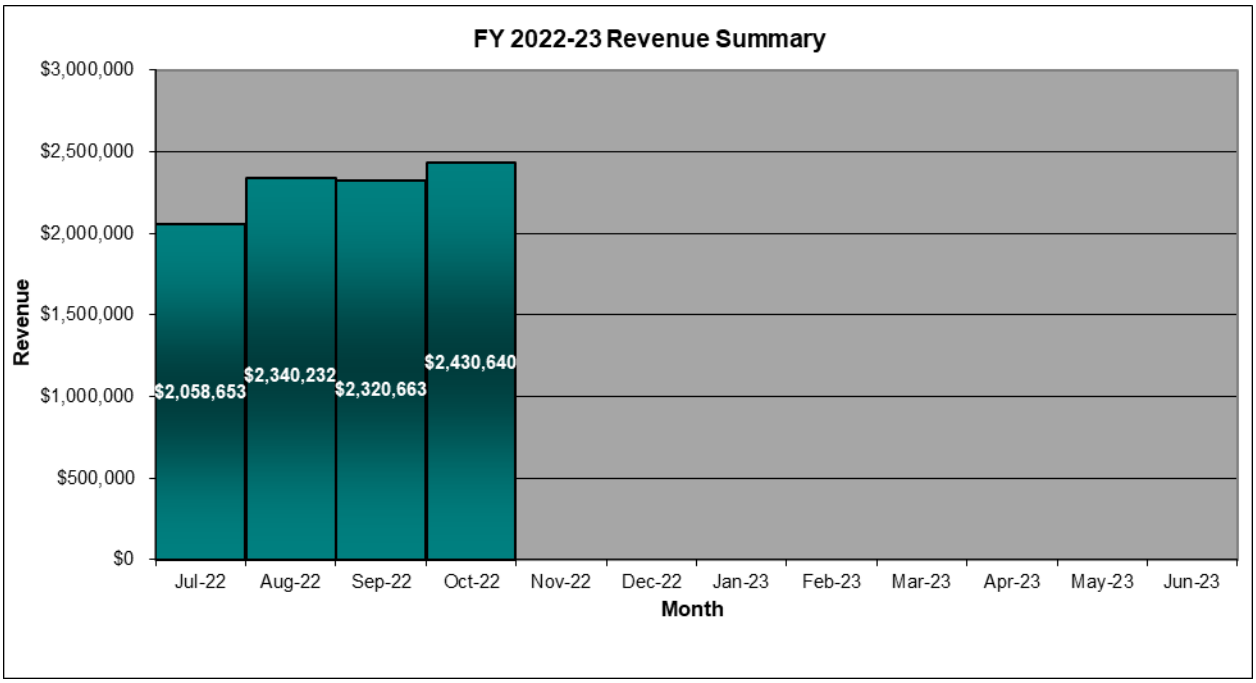
| Transactions | FY 2022-23 YTD Actual | Stantec YTD Projected | # Variance | % Variance | FY 2021-22 YTD Actual | Yr-toYr % Variance |
|---|---|---|---|---|---|---|
| SOV | 7,358,406 | | | | 6,992,541 | 5.2% |
| HOV3+ | 889,191 | | | | 775,196 | 14.7% |
| Total Gross Transactions | 8,247,597 | 10,287,557 | (2,039,960) | (19.8%) | 7,767,737 | 6.2% |
| **Revenue** | | | | | | |
| SOV | $9,150,189 | | | | $10,249,147 | (10.7%) |
| HOV3+ | $0 | | | | $0 | |
| Total Gross Revenue | $9,150,189 | $9,409,371 | ($259,183) | (2.8%) | $10,249,147 | (10.7%) |
| **Average Revenue per Transaction** | | | | | | |
| Average SOV | $1.24 | | | | $1.47 | (15.6%) |
| Average HOV3+ | $0.00 | | | | $0.00 | |
| Average Gross Revenue | $1.11 | $0.91 | $0.20 | 22.0% | $1.32 | (15.9%) |

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue for FY 2022-23 on a monthly basis.



## 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.

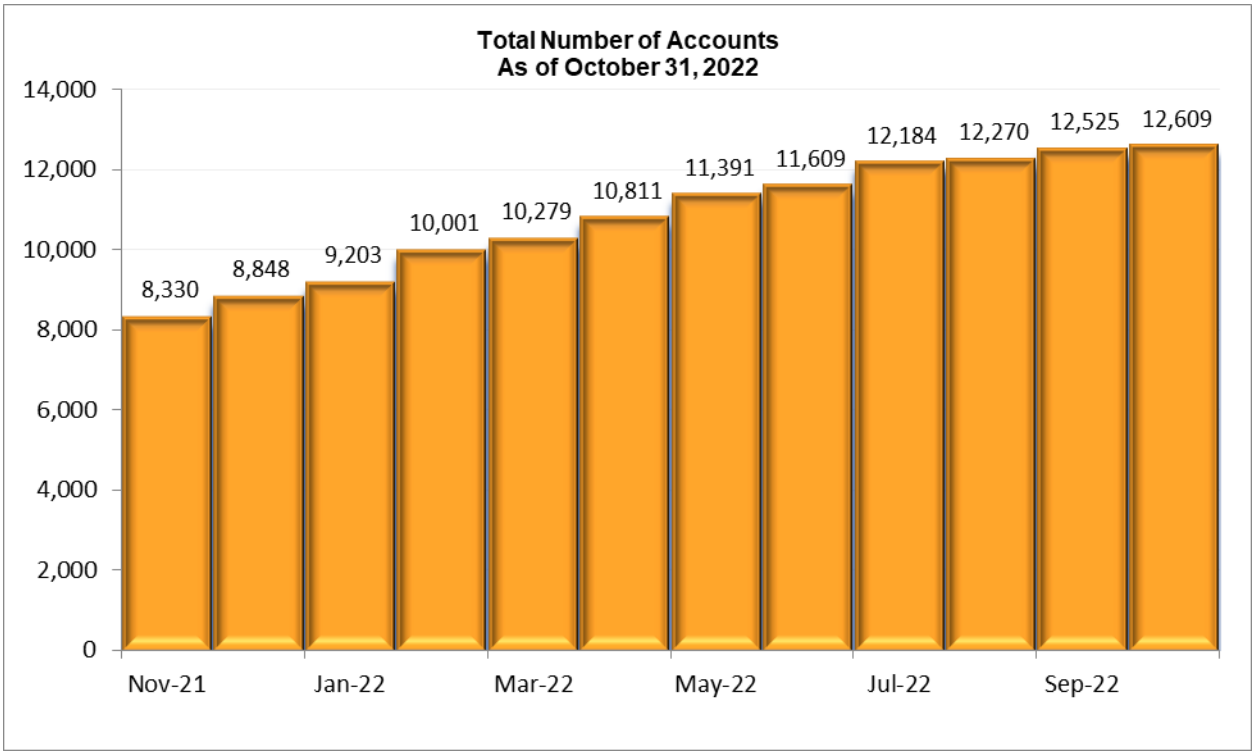
| | Morning Peak<br>Northbound<br>4:00 - 10:00 AM | Afternoon Peak<br>Southbound<br>2:00 - 8:00 PM |
|---|---|---|
| HOV3+ | 9.4% | 11.9% |
| Highest Toll | $1.00 | $14.00 |
| Highest Traffic Hour | 5am, 15N Cajalco/Magnolia<br>1,320 Transactions | 3pm, 15S Magnolia/Cajalco<br>1,400 Transactions |

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

| REPORTING REQUIREMENT | PERFORMANCE STANDARD | OCTOBER 2022 PERFORMANCE |
|---|---|---|
| **CUSTOMER ACCOUNTS** | | |
| Transponder Fulfillment | 100% within 2 business days | 100% within 1 business days |
| Payment Posting | 100% within 1 business day | 100% within 1 business day |
| **CUSTOMER CALLS** | | |
| Average Wait Time | Less than 150 seconds avg per week | 4 seconds highest avg wait time |
| Abandon Rate | Less than 2% | 0.2% abandon rate |
| Customer Satisfaction | 90% minimum satisfaction rate | 97.3% satisfaction rate |
| **CORRESPONDENCE** | | |
| Email Response | 100% within 2 business days | 100% within 1 business day |
| Mail Response | 100% within 3 business days | 100% within 1 business day |

At the end of October 2022, Riverside Express had 12,609 customer accounts and 31,216 transponders classified as assigned.




### CUSTOMER CONTACT ACTIVITY

During October, RiversideExpress.com was visited by 18,272 users and the Customer Service Center processed 1,167 pieces of correspondence.

## OPERATIONAL HIGHLIGHTS

### ON-ROAD OPERATIONS

Freeway Service Patrol responded to 35 calls during the month of October. Of those calls, 30 were to assist disabled vehicles, 1 call to remove debris, and 4 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 October mostly consisted of violations inquiries. Thirty-seven customers visited the WIC during the month of October, 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

| | YTD as of : | 10/31/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual[1]** | **Budget** | **Dollar $** | **Percent (%)** |
| | | | | |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 9,078,675.92 | $ 9,811,666.67 | $ (732,990.75) | (7.5) |
| Fee Revenue | 1,988,888.65 | 1,430,666.67 | 558,221.98 | 39.0 |
| **Total operating revenues** | 11,067,564.57 | 11,242,333.33 | (174,768.76) | (1.6) |
| | | | | |
| **Operating expenses:** | | | | |
| Salaries and Benefits | 151,660.21 | 245,566.67 | 93,906.46 | 38.2 |
| Legal Services | 1,931.25 | 50,000.00 | 48,068.75 | 96.1 |
| Advisory Services | 284.00 | 20,000.00 | 19,716.00 | 98.6 |
| Audit and Accounting Fees | 2,000.00 | 10,000.00 | 8,000.00 | 80.0 |
| Service Fees | 3,311.80 | 6,666.67 | 3,354.87 | 50.3 |
| Other Professional Services | 117,152.90 | 289,833.33 | 172,680.43 | 59.6 |
| Lease Expense | 30.00 | 66.67 | 36.67 | 55.0 |
| Operations | 859,059.18 | 1,063,833.33 | 204,774.15 | 19.2 |
| Utilities | 51,768.48 | 44,900.00 | (6,868.48) | (15.3) |
| Supplies and Materials | 383.87 | 4,200.00 | 3,816.13 | 90.9 |
| Membership and Subscription Fees | - | 7,100.00 | 7,100.00 | 100.0 |
| Office Equipment & Furniture (Non-Capital) | - | 10,000.00 | 10,000.00 | 100.0 |
| Maintenance/Repairs | 108,161.86 | 202,200.00 | 94,038.14 | 46.5 |
| Training Seminars and Conferences | 261.26 | 2,666.67 | 2,405.41 | 90.2 |
| Transportation Expenses | 119.10 | 966.67 | 847.57 | 87.7 |
| Lodging | 1,058.08 | 833.33 | (224.75) | (27.0) |
| Meals | 134.06 | 166.67 | 32.61 | 19.6 |
| Other Staff Expenses | 75.13 | 166.67 | 91.54 | 54.9 |
| Advertising | - | 33,333.33 | 33,333.33 | 100.0 |
| Program Management | 13,239.35 | 17,466.67 | 4,227.32 | 24.2 |
| Program Operations | 84,488.37 | 3,065,566.67 | 2,981,078.30 | 97.2 |
| Litigation Settlement | - | - | - | N/A |
| Furniture & Equipment | 3,965.57 | 2,000.00 | (1,965.57) | (98.3) |
| Improvements | - | 1,333.33 | 1,333.33 | 100.0 |
| Bad Debt Expense | 486.49 | - | (486.49) | N/A |
| **Total operating expenses** | 1,399,570.96 | 5,078,866.67 | 3,679,295.71 | 72.4 |
| | | | | |
| **Operating income (loss)** | 9,667,993.61 | 6,163,466.67 | 3,504,526.94 | 56.9 |
| | | | | |
| **Nonoperating revenues (expenses):** | | | | |
| Interest Revenue | (98,699.26) | 19,733.33 | (118,432.59) | 600.2 |
| Other Miscellaneous Revenue | 24,944.82 | 33,333.33 | (8,388.51) | 25.2 |
| Interest Expense | (750,452.00) | - | (750,452.00) | N/A |
| **Total nonoperating revenues (expenses)** | (824,206.44) | 53,066.67 | (877,273.11) | 1,653.2 |
| | | | | |
| Transfers In | 177,116.78 | - | 177,116.78 | N/A |
| Transfers Out | (100,842.90) | (148,433.33) | 47,590.43 | (32.1) |
| | | | | |
| **Net income (loss)** | **$ 8,920,061.05** | **$ 6,068,100.00** | **$ 2,851,961.05** | **47.0** |

[1] Unaudited

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

# RiversideExpress 15 ExpressLanes

Status Report
November 30, 2022

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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for November 2022 was 2,000,246. This represents a daily average of 66,675 transactions. Potential toll revenue for November was $2,358,077. Carpool percentage for November 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 November 2022.

**Current Month-to-Date as of November 30, 2022**

| Transactions | NOV-22 MTD | Stantec MTD Projected | # Variance | % Variance | NOV-21 MTD | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| SOV | 1,788,456 | | | | 1,794,667 | (0.3%) |
| HOV3+ | 211,790 | | | | 204,543 | 3.5% |
| Total Gross Transactions | 2,000,246 | 2,317,471 | (317,225) | (13.7%) | 1,999,210 | 0.1% |
| **Revenue** | | | | | | |
| SOV | $2,358,077 | | | | $2,598,387 | (9.2%) |
| HOV3+ | $0 | | | | $0 | |
| Total Gross Revenue | $2,358,077 | $2,116,314 | $241,763 | 11.4% | 2,598,387 | (9.2%) |
| **Average Revenue per Transaction** | | | | | | |
| Average SOV | $1.32 | | | | $1.45 | (9.0%) |
| Average HOV3+ | $0.00 | | | | $0.00 | |
| Average Gross Revenue | $1.18 | $0.91 | $0.27 | 29.7% | $1.30 | (9.2%) |

| Direction | SOV | HOV3+ | Transactions | % Total Transactions | Expected Revenue | % Expected Revenue |
|---|---|---|---|---|---|---|
| Northbound | 892,542 | 97,637 | 990,179 | 49.5% | $538,747 | 22.8% |
| Southbound | 895,914 | 114,153 | 1,010,067 | 50.5% | $1,819,331 | 77.2% |
| Totals | 1,788,456 | 211,790 | 2,000,246 | 100.0% | $2,358,077 | 100.0% |

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

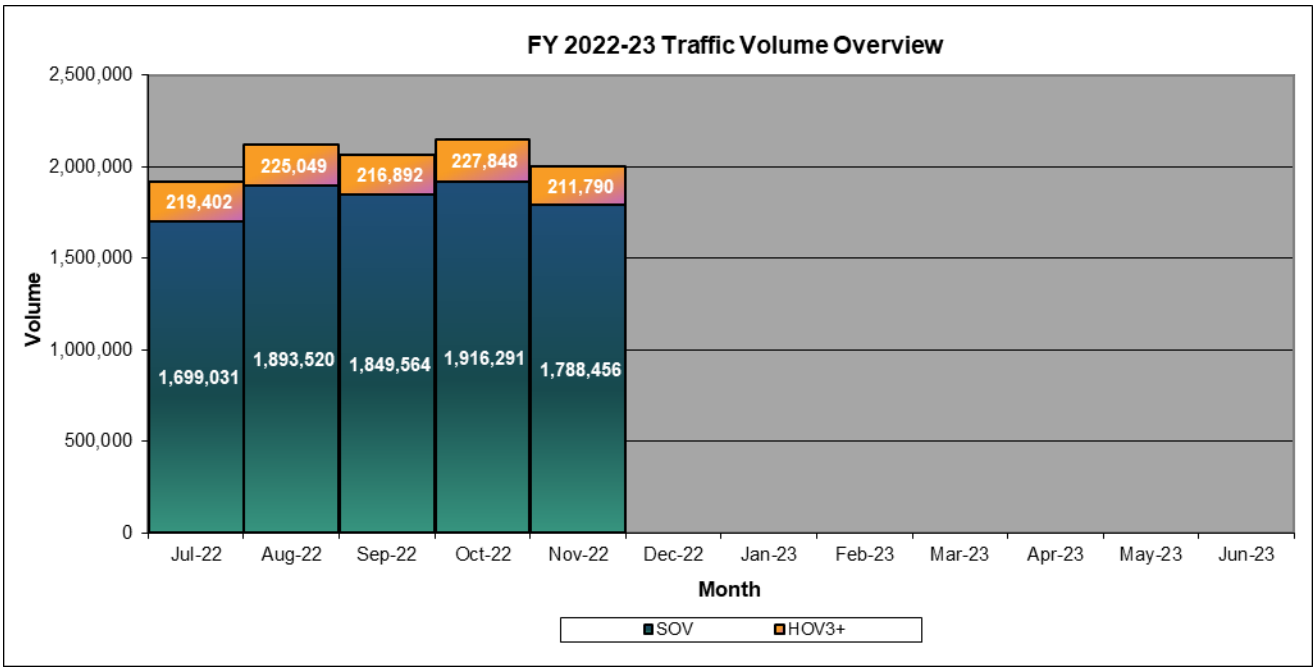
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2022 through November 2022. Year-to-date average revenue per-transaction is $1.12.

**FY 2022-23 Year-to-Date as of November 30, 2022**

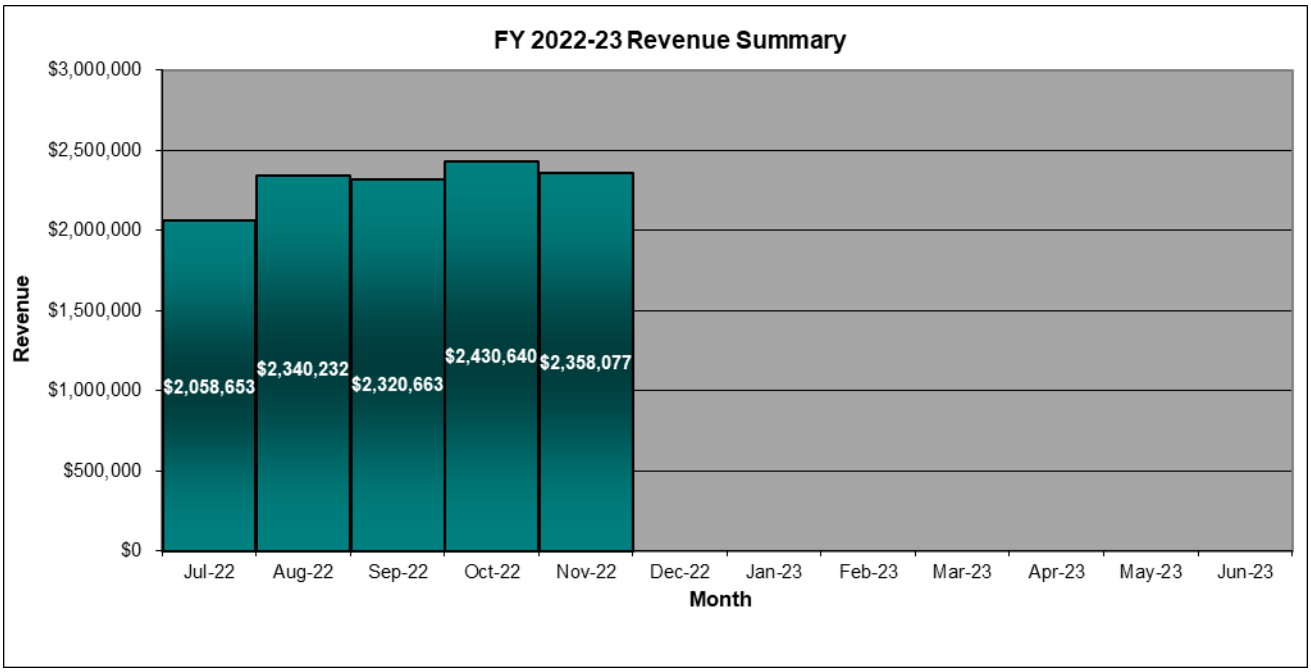
| Transactions | FY 2022-23 YTD Actual | Stantec YTD Projected | # Variance | % Variance | FY 2021-22 YTD Actual | Yr-toYr % Variance |
|---|---|---|---|---|---|---|
| SOV | 9,146,862 | | | | 8,787,208 | 4.1% |
| HOV3+ | 1,100,981 | | | | 979,739 | 12.4% |
| Total Gross Transactions | 10,247,843 | 12,605,029 | (2,357,186) | (18.7%) | 9,766,947 | 4.9% |
| **Revenue** | | | | | | |
| SOV | $11,508,266 | | | | $12,847,534 | (10.4%) |
| HOV3+ | $0 | | | | $0 | |
| Total Gross Revenue | $11,508,266 | $11,525,686 | ($17,420) | (0.2%) | $12,847,534 | (10.4%) |
| **Average Revenue per Transaction** | | | | | | |
| Average SOV | $1.26 | | | | $1.46 | (13.7%) |
| Average HOV3+ | $0.00 | | | | $0.00 | |
| Average Gross Revenue | $1.12 | $0.91 | $0.21 | 23.1% | $1.32 | (15.2%) |

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue for FY 2022-23 on a monthly basis.



## 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.

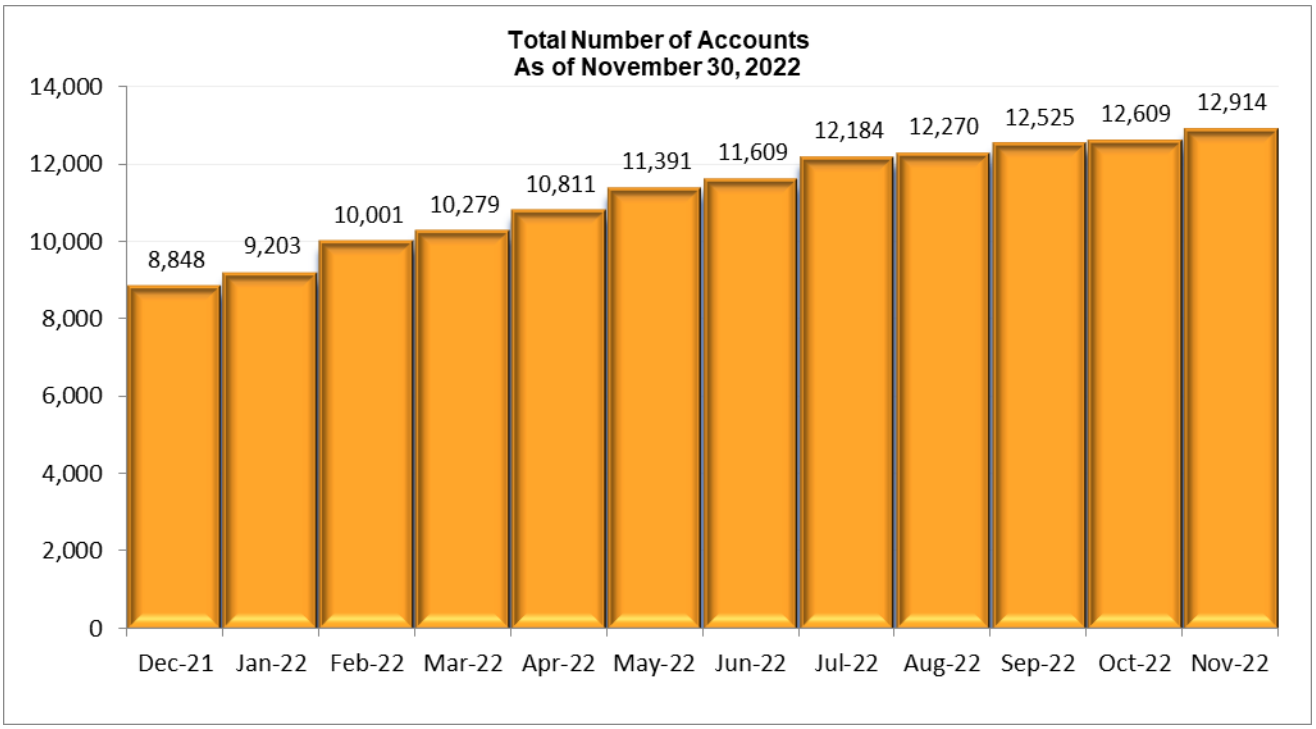
| | Morning Peak<br>Northbound<br>4:00 - 10:00 AM | Afternoon Peak<br>Southbound<br>2:00 - 8:00 PM |
|---|---|---|
| HOV3+ | 9.4% | 11.6% |
| Highest Toll | $1.00 | $14.00 |
| Highest Traffic Hour | 5AM, 15N Sixth/SR60<br>1,168 Transactions | 2PM, 15S Magnolia/Cajalco<br>1,378 Transactions |

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

| REPORTING REQUIREMENT | PERFORMANCE STANDARD | NOVEMBER 2022 PERFORMANCE |
|---|---|---|
| **CUSTOMER ACCOUNTS** | | |
| Transponder Fulfillment | 100% within 2 business days | 100% within 2 business days |
| Payment Posting | 100% within 1 business day | 100% within 1 business day |
| **CUSTOMER CALLS** | | |
| Average Wait Time | Less than 150 seconds avg per week | 6 seconds highest avg wait time |
| Abandon Rate | Less than 2% | 0.2% abandon rate |
| Customer Satisfaction | 90% minimum satisfaction rate | 97.7% satisfaction rate |
| **CORRESPONDENCE** | | |
| Email Response | 100% within 2 business days | 100% within 1 business day |
| Mail Response | 100% within 3 business days | 100% within 1 business day |

At the end of November 2022, Riverside Express had 12,914 customer accounts and 32,271 transponders classified as assigned.




### CUSTOMER CONTACT ACTIVITY

During November, RiversideExpress.com was visited by 16,805 users and the Customer Service Center processed 1,038 pieces of correspondence.

## OPERATIONAL HIGHLIGHTS

### ON-ROAD OPERATIONS

Freeway Service Patrol responded to 33 calls during the month of November. Of those calls, 22 were to assist disabled vehicles, 8 call 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 November mostly consisted of violations inquiries. Forty-three customers visited the WIC during the month of November, 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

| | YTD as of : | 11/30/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual[1]** | **Budget** | **Dollar $** | **Percent (%)** |
| | | | | |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 11,326,063.10 | $ 12,264,583.33 | $ (938,520.23) | (7.7) |
| Fee Revenue | 2,475,103.82 | 1,788,333.33 | 686,770.49 | 38.4 |
| **Total operating revenues** | 13,801,166.92 | 14,052,916.67 | (251,749.75) | (1.8) |
| | | | | |
| **Operating expenses:** | | | | |
| Salaries and Benefits | 211,018.61 | 306,958.33 | 95,939.72 | 31.3 |
| Legal Services | 3,615.00 | 62,500.00 | 58,885.00 | 94.2 |
| Advisory Services | 10,857.00 | 25,000.00 | 14,143.00 | 56.6 |
| Audit and Accounting Fees | 23,752.00 | 12,500.00 | (11,252.00) | (90.0) |
| Service Fees | 4,920.23 | 8,333.33 | 3,413.10 | 41.0 |
| Other Professional Services | 184,977.34 | 362,291.67 | 177,314.33 | 48.9 |
| Lease Expense | 30.00 | 83.33 | 53.33 | 64.0 |
| Operations | 993,926.53 | 1,329,791.67 | 335,865.14 | 25.3 |
| Utilities | 64,798.50 | 56,125.00 | (8,673.50) | (15.5) |
| Supplies and Materials | 383.87 | 5,250.00 | 4,866.13 | 92.7 |
| Membership and Subscription Fees | - | 8,875.00 | 8,875.00 | 100.0 |
| Office Equipment & Furniture (Non-Capital) | - | 12,500.00 | 12,500.00 | 100.0 |
| Maintenance/Repairs | 117,362.39 | 252,750.00 | 135,387.61 | 53.6 |
| Training Seminars and Conferences | 261.26 | 3,333.33 | 3,072.07 | 92.2 |
| Transportation Expenses | 119.10 | 1,208.33 | 1,089.23 | 90.1 |
| Lodging | 1,058.08 | 1,041.67 | (16.41) | (1.6) |
| Meals | 134.06 | 208.33 | 74.27 | 35.7 |
| Other Staff Expenses | 75.13 | 208.33 | 133.20 | 63.9 |
| Advertising | - | 41,666.67 | 41,666.67 | 100.0 |
| Program Management | 16,887.87 | 21,833.33 | 4,945.46 | 22.7 |
| Program Operations | 2,049,480.36 | 3,831,958.33 | 1,782,477.97 | 46.5 |
| Litigation Settlement | - | - | - | N/A |
| Furniture & Equipment | 3,965.57 | 2,500.00 | (1,465.57) | (58.6) |
| Improvements | - | 1,666.67 | 1,666.67 | 100.0 |
| Bad Debt Expense | 486.49 | - | (486.49) | N/A |
| **Total operating expenses** | 3,688,109.39 | 6,348,583.33 | 2,660,473.94 | 41.9 |
| | | | | |
| **Operating income (loss)** | 10,113,057.53 | 7,704,333.33 | 2,408,724.20 | 31.3 |
| | | | | |
| **Nonoperating revenues (expenses):** | | | | |
| Interest Revenue | 143,047.78 | 24,666.67 | 118,381.11 | (479.9) |
| Other Miscellaneous Revenue | 64,148.04 | 41,666.67 | 22,481.37 | (54.0) |
| Interest Expense | (750,452.00) | - | (750,452.00) | N/A |
| **Total nonoperating revenues (expenses)** | (543,256.18) | 66,333.33 | (609,589.51) | 919.0 |
| | | | | |
| Transfers In | 177,116.78 | - | 177,116.78 | N/A |
| Transfers Out | (100,842.90) | (185,541.67) | 84,698.77 | (45.6) |
| | | | | |
| **Net income (loss)** | **$ 9,646,075.23** | **$ 7,585,125.00** | **$ 2,060,950.23** | **27.2** |

[1] Unaudited

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

# RiversideExpress 15 ExpressLanes

Status Report
December 31, 2022

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## TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for December 2022 was 2,036,285. This represents a daily average of 65,687 transactions. Potential toll revenue for December was $2,321,538. Carpool percentage for December 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 December 2022.

**Current Month-to-Date as of December 31, 2022**

| Transactions | DEC-22 MTD | Stantec MTD Projected | # Variance | % Variance | DEC-21 MTD | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| SOV | 1,813,770 | | | | 1,775,095 | 2.2% |
| HOV3+ | 222,515 | | | | 205,659 | 8.2% |
| Total Gross Transactions | 2,036,285 | 2,551,786 | (515,501) | (20.2%) | 1,980,754 | 2.8% |
| **Revenue** | | | | | | |
| SOV | $2,321,538 | | | | $2,485,691 | (6.6%) |
| HOV3+ | $0 | | | | $0 | |
| Total Gross Revenue | $2,321,538 | $2,285,257 | $36,281 | 1.6% | $2,485,691 | (6.6%) |
| **Average Revenue per Transaction** | | | | | | |
| Average SOV | $1.28 | | | | $1.40 | (8.6%) |
| Average HOV3+ | $0.00 | | | | $0.00 | |
| Average Gross Revenue | $1.14 | $0.90 | $0.24 | 26.7% | $1.25 | (8.8%) |

| Direction | SOV | HOV3+ | FY 2022-23 YTD Actual | % Total Transactions | Expected Revenue | % Expected Revenue |
|---|---|---|---|---|---|---|
| Northbound | 914,082 | 105,005 | 1,019,087 | 50.0% | $549,204 | 23.7% |
| Southbound | 899,688 | 117,510 | 1,017,198 | 50.0% | $1,772,334 | 76.3% |
| Totals | 1,813,770 | 222,515 | 2,036,285 | 100.0% | $2,321,538 | 100.0% |

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

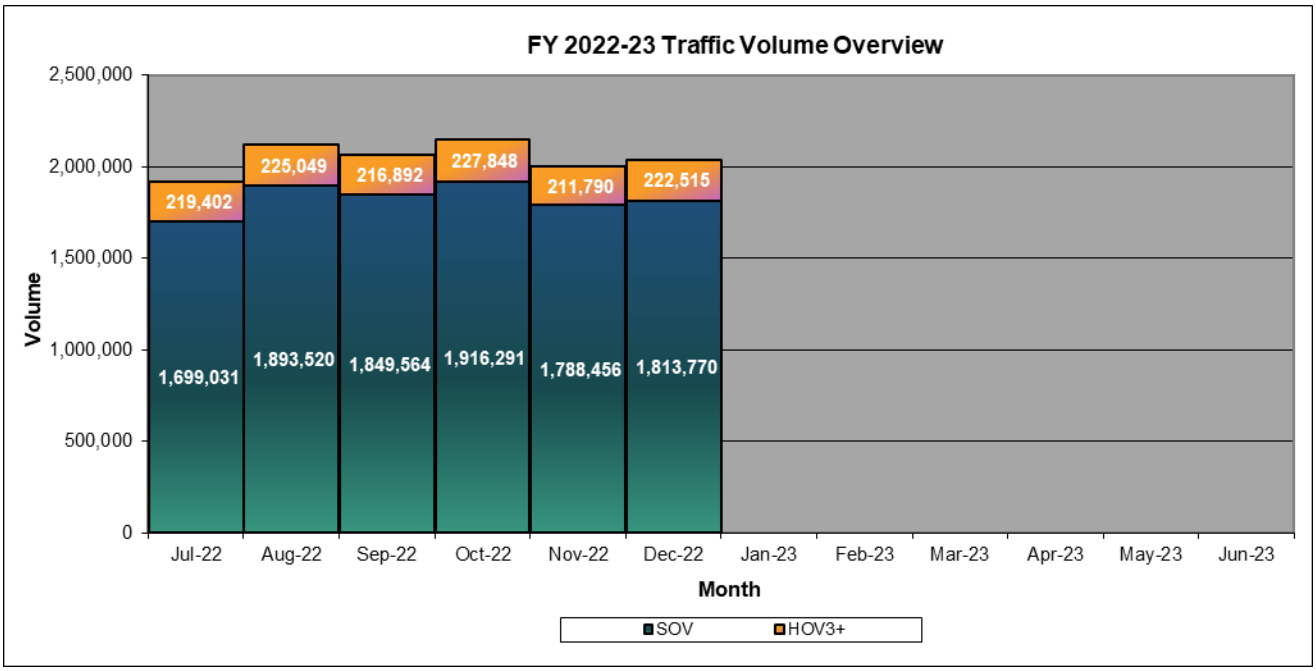
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2022 through December 2022. Year-to-date average revenue per-transaction is $1.13.

**FY 2022-23 Year-to-Date as of December 31, 2022**

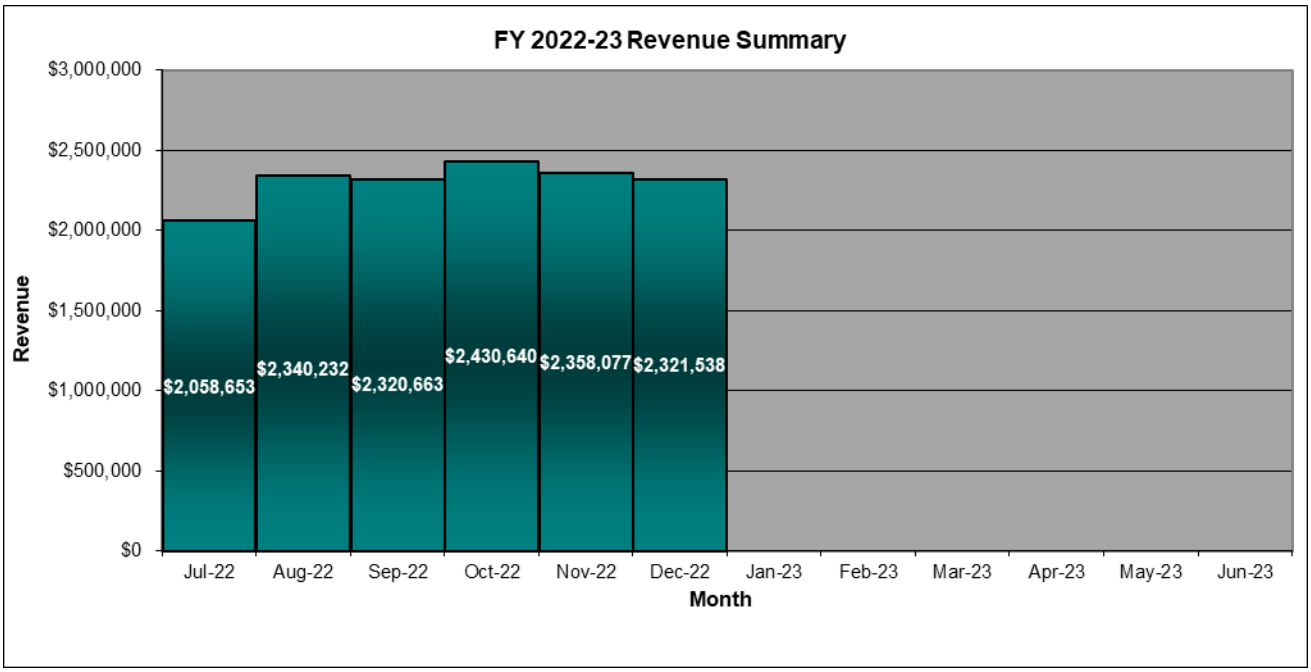
| Transactions | FY 2022-23 YTD Actual | Stantec YTD Projected | # Variance | % Variance | FY 2021-22 YTD Actual | Yr-toYr % Variance |
|---|---|---|---|---|---|---|
| SOV | 10,960,632 | | | | 10,562,303 | 3.8% |
| HOV3+ | 1,323,496 | | | | 1,185,398 | 11.6% |
| Total Gross Transactions | 12,284,128 | 15,156,814 | (2,872,686) | (19.0%) | 11,747,701 | 4.6% |
| **Revenue** | | | | | | |
| SOV | $13,829,804 | | | | $15,333,225 | (9.8%) |
| HOV3+ | $0 | | | | $0 | |
| Total Gross Revenue | $13,829,804 | $13,810,943 | $18,861 | 0.1% | $15,333,225 | (9.8%) |
| **Average Revenue per Transaction** | | | | | | |
| Average SOV | $1.26 | | | | $1.45 | (13.1%) |
| Average HOV3+ | $0.00 | | | | $0.00 | |
| Average Gross Revenue | $1.13 | $0.91 | $0.22 | 24.2% | $1.31 | (13.7%) |

## TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue for FY 2022-23 on a monthly basis.



## 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.

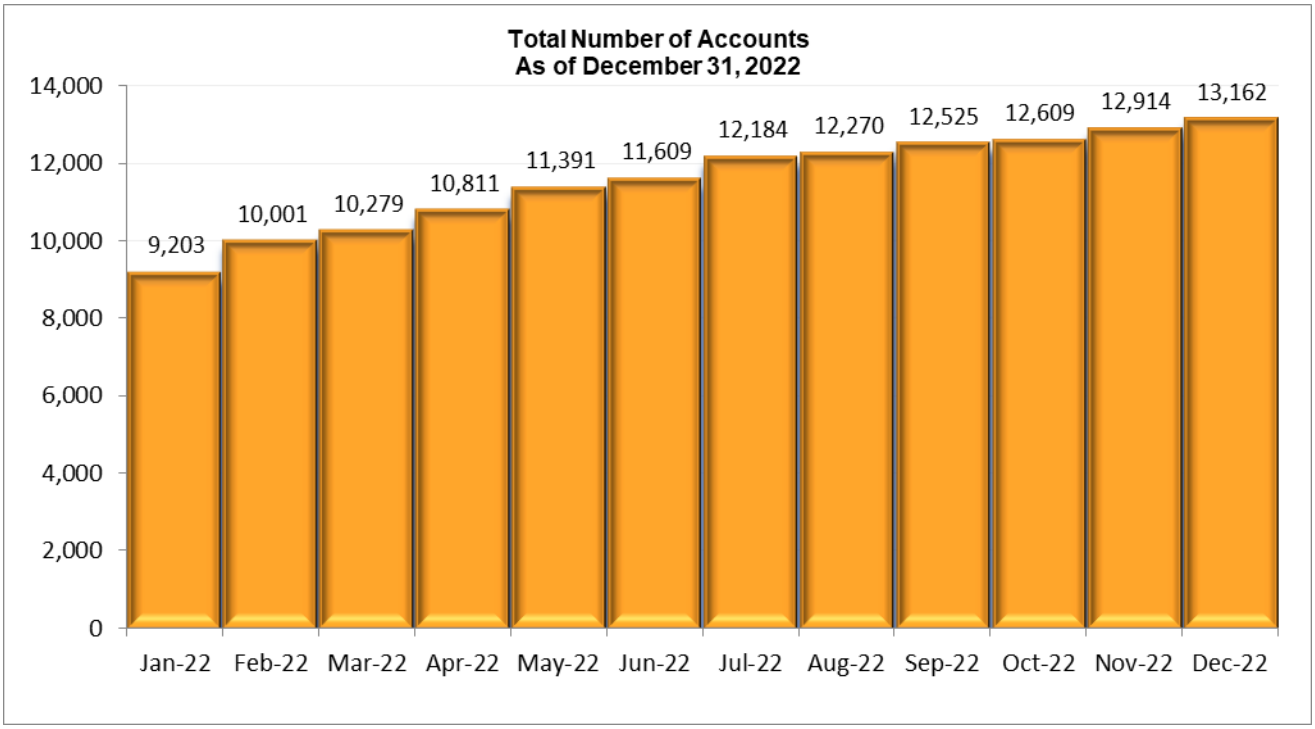
| | Morning Peak<br>Northbound<br>4:00 - 10:00 AM | Afternoon Peak<br>Southbound<br>2:00 - 8:00 PM |
|---|---|---|
| HOV3+ | 10.0% | 11.8% |
| Highest Toll | $1.00 | $14.00 |
| Highest Traffic Hour | 6AM, 15S Magnolia/Cajalco<br>1,171 Transactions | 4PM, 15S Magnolia/Cajalco<br>1,368 Transactions |

## CUSTOMER SERVICE

### PERFORMANCE MEASURES

| REPORTING REQUIREMENT | PERFORMANCE STANDARD | December 2022 PERFORMANCE |
|---|---|---|
| **CUSTOMER ACCOUNTS** | | |
| Transponder Fulfillment | 100% within 2 business days | 100% within 2 business days |
| Payment Posting | 100% within 1 business day | 100% within 1 business day |
| **CUSTOMER CALLS** | | |
| Average Wait Time | Less than 150 seconds avg per week | 8 seconds highest avg wait time |
| Abandon Rate | Less than 2% | 0.3% abandon rate |
| Customer Satisfaction | 90% minimum satisfaction rate | 97.5% satisfaction rate |
| **CORRESPONDENCE** | | |
| Email Response | 100% within 2 business days | 100% within 1 business day |
| Mail Response | 100% within 3 business days | 100% within 1 business day |

At the end of December 2022, Riverside Express had 13,162 customer accounts and 33,133 transponders classified as assigned.




### CUSTOMER CONTACT ACTIVITY

During December, RiversideExpress.com was visited by 16,520 users and the Customer Service Center processed 1,041 pieces of correspondence.

## OPERATIONAL HIGHLIGHTS

### ON-ROAD OPERATIONS

Freeway Service Patrol responded to 42 calls during the month of December. Of those calls, 30 were to assist disabled vehicles, 2 call to remove debris, and 10 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 December mostly consisted of violations inquiries. Thirty-three customers visited the WIC during the month of December, 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

| | YTD as of : | 12/31/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual[1]** | **Budget** | **Dollar $** | **Percent (%)** |
| | | | | |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 13,640,939.74 | $ 14,717,500.00 | $ (1,076,560.26) | (7.3) |
| Fee Revenue | 2,962,805.19 | 2,146,000.00 | 816,805.19 | 38.1 |
| **Total operating revenues** | 16,603,744.93 | 16,863,500.00 | (259,755.07) | (1.5) |
| | | | | |
| **Operating expenses:** | | | | |
| Salaries and Benefits | 247,078.68 | 368,350.00 | 121,271.32 | 32.9 |
| Legal Services | 31,166.70 | 75,000.00 | 43,833.30 | 58.4 |
| Advisory Services | 10,857.00 | 30,000.00 | 19,143.00 | 63.8 |
| Audit and Accounting Fees | 23,752.00 | 15,000.00 | (8,752.00) | (58.3) |
| Service Fees | 8,139.84 | 10,000.00 | 1,860.16 | 18.6 |
| Other Professional Services | 195,274.16 | 434,750.00 | 239,475.84 | 55.1 |
| Lease Expense | 60.00 | 100.00 | 40.00 | 40.0 |
| Operations | 1,120,434.44 | 1,595,750.00 | 475,315.56 | 29.8 |
| Utilities | 78,073.01 | 67,350.00 | (10,723.01) | (15.9) |
| Supplies and Materials | 546.97 | 6,300.00 | 5,753.03 | 91.3 |
| Membership and Subscription Fees | 11,339.92 | 10,650.00 | (689.92) | (6.5) |
| Office Equipment & Furniture (Non-Capital) | - | 15,000.00 | 15,000.00 | 100.0 |
| Maintenance/Repairs | 157,909.95 | 303,300.00 | 145,390.05 | 47.9 |
| Training Seminars and Conferences | 611.26 | 4,000.00 | 3,388.74 | 84.7 |
| Transportation Expenses | 414.24 | 1,450.00 | 1,035.76 | 71.4 |
| Lodging | 1,784.94 | 1,250.00 | (534.94) | (42.8) |
| Meals | 209.06 | 250.00 | 40.94 | 16.4 |
| Other Staff Expenses | 75.13 | 250.00 | 174.87 | 69.9 |
| Advertising | - | 50,000.00 | 50,000.00 | 100.0 |
| Program Management | 20,453.57 | 26,200.00 | 5,746.43 | 21.9 |
| Program Operations | 2,365,558.48 | 4,598,350.00 | 2,232,791.52 | 48.6 |
| Litigation Settlement | - | - | - | N/A |
| Furniture & Equipment | 3,965.57 | 3,000.00 | (965.57) | (32.2) |
| Improvements | - | 2,000.00 | 2,000.00 | 100.0 |
| Bad Debt Expense | 498.49 | - | (498.49) | N/A |
| **Total operating expenses** | 4,278,203.41 | 7,618,300.00 | 3,340,096.59 | 43.8 |
| | | | | |
| **Operating income (loss)** | 12,325,541.52 | 9,245,200.00 | 3,080,341.52 | 33.3 |
| | | | | |
| **Nonoperating revenues (expenses):** | | | | |
| Interest Revenue | 285,345.91 | 29,600.00 | 255,745.91 | (864.0) |
| Other Miscellaneous Revenue | 89,092.86 | 50,000.00 | 39,092.86 | (78.2) |
| Interest Expense | (947,939.00) | - | (947,939.00) | N/A |
| **Total nonoperating revenues (expenses)** | (573,500.23) | 79,600.00 | (653,100.23) | 820.5 |
| | | | | |
| Transfers In | 177,116.78 | - | 177,116.78 | N/A |
| Transfers Out | (188,842.90) | (222,650.00) | 33,807.10 | (15.2) |
| | | | | |
| **Net income (loss)** | **$ 11,740,315.17** | **$ 9,102,150.00** | **$ 2,638,165.17** | **29.0** |

[1] Unaudited

# AGENDA ITEM 7F

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Toll Policy and Operations Committee<br>Gary Clothier, Senior Management Analyst<br>Jennifer Crosson, Toll Operations Director |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | 91 Express Lanes Monthly Status Reports |

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

This item is for the Commission to:

1) Receive and file the 91 Express Lanes Monthly Reports for the three months from October to December 2022.

***BACKGROUND INFORMATION:***

The monthly 91 Express Lanes reports for the three months from October to December 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 October 2022
2) 91 Express Lanes Status Report for November 2022
3) 91 Express Lanes Status Report for December 2022

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

# 91 Express Lanes

Status Report
October 2022

As of October 31, 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 October 2022 was 1,596,944. This represents a daily average of 51,514 vehicles. This is a 7.4 percent decrease in total traffic volume from the same period last year, which totaled 1,724,399. Potential toll revenue for October was $5,096,461, which represents a decrease of 4.3 percent from the prior year's total of $5,324,470. The decreases in traffic volume and potential toll revenues can be attributed to the full-weekend and several overnight closures of the westbound OCTA Express Lanes. These closures were for the installation of the Electronic Toll and Traffic Management equipment on the newly constructed westbound entrance toll gantry. Carpool percentage for October was 22.8 percent as compared to the previous year's rate of 22.3 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 October 2022.

**Current MTD as of October 31, 2022**

| Trips | OCT-22 MTD Actual | OCT-21 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll Lanes | 1,232,185 | 1,339,489 | (8.0%) |
| 3+ Lanes | 364,759 | 384,910 | (5.2%) |
| Total Gross Trips | 1,596,944 | 1,724,399 | (7.4%) |
| **Revenue** | | | |
| Full Toll Lanes | $5,038,613 | $5,274,459 | (4.5%) |
| 3+ Lanes | $57,848 | $50,011 | 15.7% |
| Total Gross Revenue | $5,096,461 | $5,324,470 | (4.3%) |
| **Average Revenue per Trip** | | | |
| Average Full Toll Lanes | $4.09 | $3.94 | 3.8% |
| Average 3+ Lanes | $0.16 | $0.13 | 23.1% |
| Average Gross Revenue | $3.19 | $3.09 | 3.2% |

The 2023 fiscal year-to-date (YTD) traffic volume decreased by 3.4 percent and potential toll revenue decreased by 1.1 percent when compared with the same period the prior year. YTD average revenue per trip is $3.16.

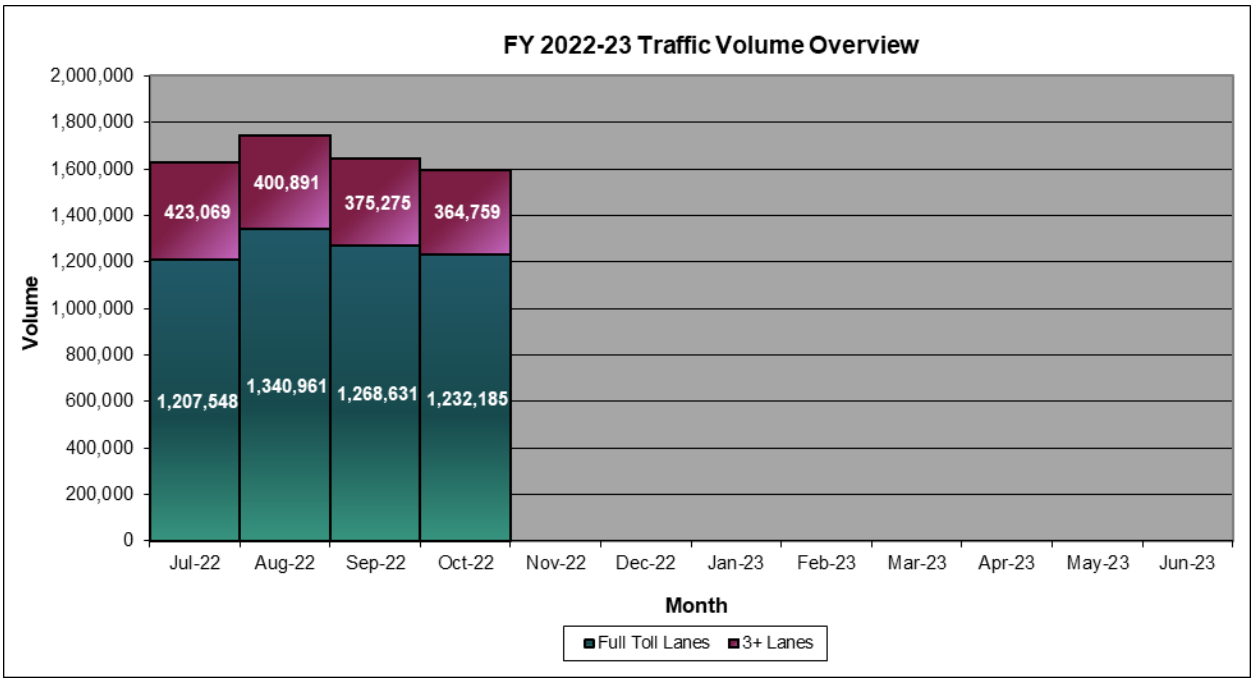
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2022 through October 2022.

**Fiscal Year (FY) 2022-23 YTD as of October 31, 2022**

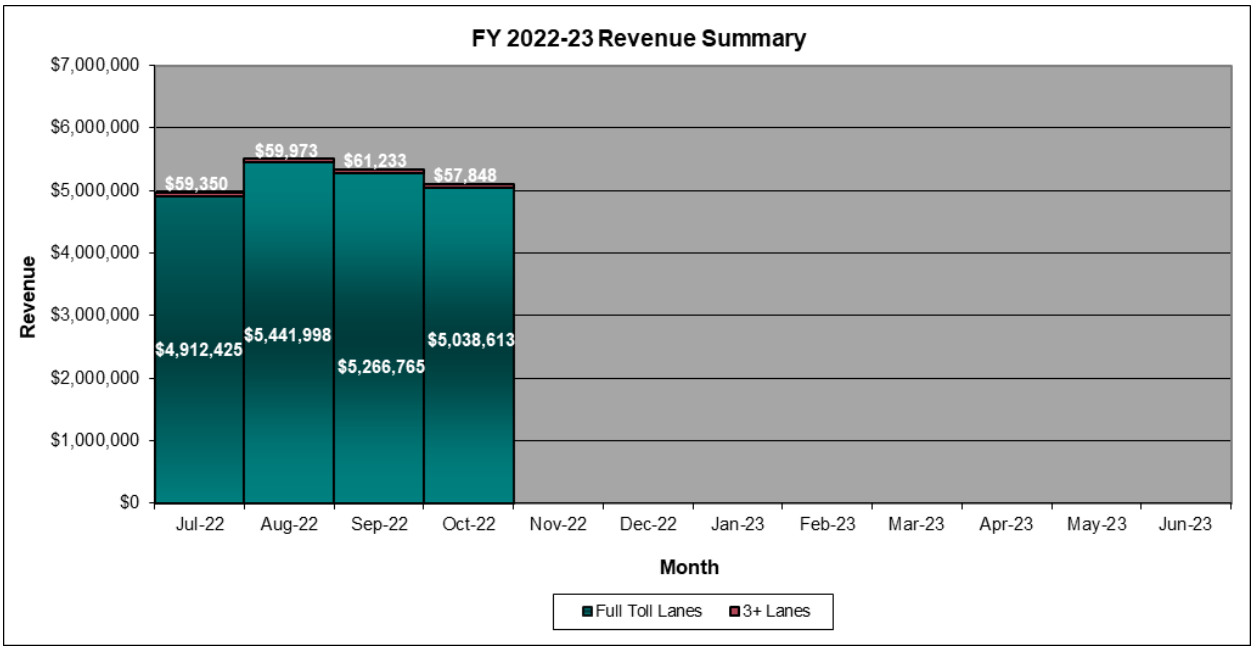
| Trips | FY 2022-23 YTD Actual | FY 2021-22 YTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll Lanes | 5,049,325 | 5,299,988 | (4.7%) |
| 3+ Lanes | 1,563,994 | 1,542,588 | 1.4% |
| Total Gross Trips | 6,613,319 | 6,842,576 | (3.4%) |
| **Revenue** | | | |
| Full Toll Lanes | $20,659,801 | $20,931,676 | (1.3%) |
| 3+ Lanes | $238,403 | $200,873 | 18.7% |
| Total Gross Revenue | $20,898,204 | $21,132,549 | (1.1%) |
| **Average Revenue per Trip** | | | |
| Average Full Toll Lanes | $4.09 | $3.95 | 3.5% |
| Average 3+ Lanes | $0.15 | $0.13 | 15.4% |
| Average Gross Revenue | $3.16 | $3.09 | 2.3% |

## OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for fiscal year (FY) 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2022-23 on a monthly basis.



## OCTA PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound directions reached or exceeded 90 percent of defined capacity six times during the month of October 2022. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 92 percent of defined capacity.

## OCTA EASTBOUND PEAK-HOUR VOLUMES

| | Monday | | 10/03/22 | | Tuesday | | 10/04/22 | | Wednesday | | 10/05/22 | | Thursday | | 10/06/22 | | Friday | | 10/07/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.30 | 393 | 2,673 | 79% | $5.30 | 418 | 2,836 | 83% | $5.30 | 402 | 2,874 | 85% | $7.70 | 438 | 2,831 | 83% | $8.60 | 446 | 2,917 | 86% |
| 1500 - 1600 | $5.65 | 481 | 2,961 | 87% | $5.75 | 438 | 2,942 | 87% | $7.45 | 456 | 2,945 | 87% | $7.45 | 482 | 2,999 | 88% | $8.15 | 503 | 2,850 | 84% |
| 1600 - 1700 | $5.10 | 440 | 2,958 | 87% | $5.25 | 449 | 2,920 | 86% | $6.50 | 439 | 2,782 | 82% | $7.00 | 446 | 2,861 | 84% | $6.95 | 503 | 2,802 | 82% |
| 1700 - 1800 | $4.95 | 406 | 2,817 | 83% | $4.90 | 477 | 2,925 | 86% | $5.40 | 435 | 2,814 | 83% | $6.70 | 456 | 2,839 | 84% | $6.95 | 499 | 2,814 | 83% |
| 1800 - 1900 | $5.65 | 553 | 2,762 | 81% | $4.05 | 580 | 2,917 | 86% | $4.05 | 512 | 2,713 | 80% | $4.50 | 571 | 2,839 | 84% | $6.95 | 537 | 2,511 | 74% |
| 1900 - 2000 | $3.95 | 400 | 1,581 | 47% | $3.95 | 577 | 2,403 | 71% | $3.95 | 562 | 2,738 | 81% | $5.75 | 609 | 2,655 | 78% | $6.45 | 634 | 2,204 | 65% |

| | Monday | | 10/10/22 | | Tuesday | | 10/11/22 | | Wednesday | | 10/12/22 | | Thursday | | 10/13/22 | | Friday | | 10/14/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | 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 | 2,753 | 81% | $5.30 | 370 | 2,832 | 83% | $5.30 | 432 | 2,925 | 86% | $7.70 | 422 | 2,874 | 85% | $8.60 | 461 | 2,978 | 88% |
| 1500 - 1600 | $5.65 | 498 | 2,954 | 87% | $5.75 | 489 | 2,961 | 87% | $7.45 | 483 | 2,902 | 85% | $7.45 | 462 | 2,918 | 86% | $8.15 | 517 | 2,749 | 81% |
| 1600 - 1700 | $5.10 | 435 | 2,815 | 83% | $5.25 | 452 | 2,934 | 86% | $6.50 | 392 | 2,952 | 87% | $7.00 | 467 | 2,923 | 86% | $6.95 | 525 | 2,853 | 84% |
| 1700 - 1800 | $4.95 | 393 | 2,846 | 84% | $4.90 | 471 | 2,956 | 87% | $5.40 | 469 | 2,862 | 84% | $6.70 | 445 | 2,795 | 82% | $6.95 | 452 | 2,732 | 80% |
| 1800 - 1900 | $5.65 | 567 | 2,621 | 77% | $4.05 | 526 | 2,655 | 78% | $4.05 | 572 | 2,835 | 83% | $4.50 | 569 | 2,829 | 83% | $6.95 | 436 | 1,830 | 54% |
| 1900 - 2000 | $3.95 | 450 | 1,561 | 46% | $3.95 | 611 | 2,758 | 81% | $3.95 | 582 | 2,401 | 71% | $5.75 | 627 | 2,674 | 79% | $6.45 | 711 | 2,511 | 74% |

| | Monday | | 10/17/22 | | Tuesday | | 10/18/22 | | Wednesday | | 10/19/22 | | Thursday | | 10/20/22 | | Friday | | 10/21/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | 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 | 2,591 | 76% | $5.30 | 369 | 2,674 | 79% | $5.30 | 444 | 2,931 | 86% | **$7.70** | **444** | **3,073** | **90%** | $8.60 | 443 | 2,880 | 85% |
| 1500 - 1600 | $5.65 | 485 | 2,876 | 85% | $5.75 | 456 | 2,892 | 85% | $7.45 | 474 | 2,873 | 85% | $7.45 | 487 | 2,888 | 85% | $8.15 | 485 | 2,893 | 85% |
| 1600 - 1700 | $5.10 | 443 | 2,868 | 84% | $5.25 | 451 | 2,940 | 86% | $6.50 | 473 | 2,905 | 85% | $7.00 | 451 | 2,824 | 83% | $6.95 | 500 | 2,721 | 80% |
| 1700 - 1800 | $4.95 | 428 | 2,810 | 83% | $4.90 | 439 | 2,945 | 87% | $5.40 | 497 | 2,915 | 86% | $6.70 | 420 | 2,855 | 84% | $6.95 | 461 | 2,732 | 80% |
| 1800 - 1900 | $5.65 | 579 | 2,787 | 82% | $4.05 | 543 | 2,905 | 85% | $4.05 | 508 | 2,716 | 80% | $4.50 | 578 | 2,849 | 84% | $6.95 | 673 | 2,752 | 81% |
| 1900 - 2000 | $3.95 | 432 | 1,798 | 53% | $3.95 | 590 | 2,514 | 74% | $3.95 | 581 | 2,676 | 79% | $5.75 | 656 | 2,737 | 81% | $6.45 | 604 | 2,103 | 62% |

| | Monday | | 10/24/22 | | Tuesday | | 10/25/22 | | Wednesday | | 10/26/22 | | Thursday | | 10/27/22 | | Friday | | 10/28/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.30 | 431 | 2,736 | 80% | $5.30 | 404 | 2,740 | 81% | $5.30 | 449 | 3,015 | 89% | $7.70 | 454 | 2,893 | 85% | $8.60 | 453 | 2,818 | 83% |
| 1500 - 1600 | $5.65 | 483 | 2,968 | 87% | $5.75 | 501 | 3,004 | 88% | $7.45 | 447 | 2,871 | 84% | $7.45 | 503 | 2,956 | 87% | $8.15 | 541 | 2,898 | 85% |
| 1600 - 1700 | $5.10 | 458 | 2,936 | 86% | $5.25 | 415 | 3,000 | 88% | $6.50 | 440 | 2,950 | 87% | **$7.00** | **452** | **3,043** | **90%** | $6.95 | 504 | 2,966 | 87% |
| 1700 - 1800 | $4.95 | 445 | 2,902 | 85% | $4.90 | 485 | 2,992 | 88% | $5.40 | 444 | 3,005 | 88% | $6.70 | 478 | 2,996 | 88% | $6.95 | 516 | 2,943 | 87% |
| 1800 - 1900 | $5.65 | 603 | 2,755 | 81% | $4.05 | 585 | 2,930 | 86% | $4.05 | 574 | 2,803 | 82% | $4.50 | 622 | 2,953 | 87% | $6.95 | 537 | 2,332 | 69% |
| 1900 - 2000 | $3.95 | 427 | 1,607 | 47% | $3.95 | 592 | 2,513 | 74% | $3.95 | 587 | 2,441 | 72% | $5.75 | 571 | 2,384 | 70% | $6.45 | 594 | 2,247 | 66% |

| | Monday | | 10/31/22 | | Tuesday | | 11/01/22 | | Wednesday | | 11/02/22 | | Thursday | | 11/03/22 | | Friday | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.30 | 440 | 2,990 | 88% | | | | | | | | | | | | | | | | |
| 1500 - 1600 | $5.65 | 497 | 2,684 | 79% | | | | | | | | | | | | | | | | |
| 1600 - 1700 | $5.10 | 458 | 2,890 | 85% | | | | | | | | | | | | | | | | |
| 1700 - 1800 | $4.95 | 516 | 2,924 | 86% | | | | | | | | | | | | | | | | |
| 1800 - 1900 | $5.65 | 531 | 2,603 | 77% | | | | | | | | | | | | | | | | |
| 1900 - 2000 | $3.95 | 254 | 994 | 29% | | | | | | | | | | | | | | | | |

# OCTA WESTBOUND PEAK-HOUR VOLUMES

| | Monday | | 10/03/22 | | Tuesday | | 10/04/22 | | Wednesday | | 10/05/22 | | Thursday | | 10/06/22 | | Friday | | 10/07/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 395 | 1,161 | 34% | $3.15 | 436 | 1,257 | 37% | $3.15 | 433 | 1,191 | 35% | $3.15 | 443 | 1,222 | 36% | $3.25 | 372 | 1,025 | 30% |
| 0500 - 0600 | $5.10 | 759 | 2,723 | 80% | $5.10 | 785 | 2,719 | 80% | $5.10 | 781 | 2,715 | 80% | $5.10 | 791 | 2,644 | 78% | $5.00 | 693 | 2,348 | 69% |
| 0600 - 0700 | $5.30 | 696 | 3,037 | 89% | **$5.30** | **682** | **3,134** | **92%** | $5.30 | 495 | 2,035 | 60% | **$5.30** | **712** | **3,102** | **91%** | $5.25 | 630 | 2,638 | 78% |
| 0700 - 0800 | $5.80 | 597 | 2,826 | 83% | $5.80 | 656 | 2,992 | 88% | $5.80 | 668 | 2,960 | 87% | $5.80 | 621 | 2,846 | 84% | $5.80 | 523 | 2,413 | 71% |
| 0800 - 0900 | $5.30 | 268 | 2,295 | 68% | $5.30 | 255 | 1,919 | 56% | $5.30 | 289 | 2,577 | 76% | $5.30 | 326 | 2,424 | 71% | $5.25 | 329 | 2,214 | 65% |
| 0900 - 1000 | $4.20 | 276 | 2,144 | 63% | $4.20 | 329 | 2,692 | 79% | $4.20 | 277 | 2,550 | 75% | $4.20 | 294 | 2,333 | 69% | $4.35 | 297 | 2,083 | 61% |

| | Monday | | 10/10/22 | | Tuesday | | 10/11/22 | | Wednesday | | 10/12/22 | | Thursday | | 10/13/22 | | Friday | | 10/14/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 383 | 1,123 | 33% | $3.15 | 442 | 1,214 | 36% | $3.15 | 438 | 1,217 | 36% | $3.15 | 441 | 1,193 | 35% | $3.25 | 378 | 1,065 | 31% |
| 0500 - 0600 | $5.10 | 662 | 2,534 | 75% | $5.10 | 795 | 2,834 | 83% | $5.10 | 811 | 2,808 | 83% | $5.10 | 818 | 2,799 | 82% | $5.00 | 683 | 2,407 | 71% |
| 0600 - 0700 | $5.30 | 618 | 2,855 | 84% | $5.30 | 603 | 2,707 | 80% | **$5.30** | **671** | **3,052** | **90%** | **$5.30** | **699** | **3,045** | **90%** | $5.25 | 625 | 2,735 | 80% |
| 0700 - 0800 | $5.80 | 540 | 2,554 | 75% | $5.80 | 635 | 3,008 | 88% | $5.80 | 610 | 2,852 | 84% | $5.80 | 625 | 2,892 | 85% | $5.80 | 580 | 2,418 | 71% |
| 0800 - 0900 | $5.30 | 311 | 2,284 | 67% | $5.30 | 311 | 2,711 | 80% | $5.30 | 323 | 2,686 | 79% | $5.30 | 291 | 2,531 | 74% | $5.25 | 282 | 1,987 | 58% |
| 0900 - 1000 | $4.20 | 286 | 1,872 | 55% | $4.20 | 287 | 2,371 | 70% | $4.20 | 280 | 2,147 | 63% | $4.20 | 328 | 2,435 | 72% | $4.35 | 307 | 1,987 | 58% |

| | Monday | | 10/17/22 | | Tuesday | | 10/18/22 | | Wednesday | | 10/19/22 | | Thursday | | 10/20/22 | | Friday | | 10/21/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | 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 | 1,216 | 36% | $3.15 | 436 | 1,237 | 36% | $3.15 | 419 | 1,200 | 35% | $3.15 | 441 | 1,190 | 35% | $3.25 | 370 | 1,012 | 30% |
| 0500 - 0600 | $5.10 | 728 | 2,679 | 79% | $5.10 | 800 | 2,777 | 82% | $5.10 | 801 | 2,736 | 80% | $5.10 | 793 | 2,690 | 79% | $5.00 | 666 | 2,316 | 68% |
| 0600 - 0700 | $5.30 | 680 | 2,896 | 85% | $5.30 | 676 | 3,033 | 89% | $5.30 | 636 | 2,629 | 77% | $5.30 | 707 | 2,953 | 87% | $5.25 | 626 | 2,609 | 77% |
| 0700 - 0800 | $5.80 | 629 | 2,914 | 86% | $5.80 | 648 | 2,894 | 85% | $5.80 | 495 | 2,049 | 60% | $5.80 | 604 | 2,781 | 82% | $5.80 | 522 | 2,417 | 71% |
| 0800 - 0900 | $5.30 | 340 | 2,566 | 75% | $5.30 | 327 | 2,580 | 76% | $5.30 | 353 | 2,742 | 81% | $5.30 | 292 | 2,185 | 64% | $5.25 | 272 | 1,842 | 54% |
| 0900 - 1000 | $4.20 | 299 | 2,298 | 68% | $4.20 | 292 | 2,269 | 67% | $4.20 | 302 | 2,331 | 69% | $4.20 | 280 | 2,206 | 65% | $4.35 | 299 | 1,860 | 55% |

| | Monday | | 10/24/22 | | Tuesday | | 10/25/22 | | Wednesday | | 10/26/22 | | Thursday | | 10/27/22 | | Friday | | 10/28/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | 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 | 1,136 | 33% | $3.15 | 430 | 1,219 | 36% | $3.15 | 438 | 1,248 | 37% | $3.15 | 429 | 1,141 | 34% | $3.25 | 381 | 1,027 | 30% |
| 0500 - 0600 | $5.10 | 730 | 2,616 | 77% | $5.10 | 762 | 2,636 | 78% | $5.10 | 743 | 2,643 | 78% | $5.10 | 755 | 2,743 | 81% | $5.00 | 665 | 2,442 | 72% |
| 0600 - 0700 | $5.30 | 702 | 2,967 | 87% | $5.30 | 665 | 2,885 | 85% | $5.30 | 722 | 2,890 | 85% | $5.30 | 691 | 2,974 | 87% | $5.25 | 680 | 2,628 | 77% |
| 0700 - 0800 | $5.80 | 633 | 2,838 | 83% | $5.80 | 589 | 2,722 | 80% | $5.80 | 661 | 2,853 | 84% | $5.80 | 615 | 2,809 | 83% | $5.80 | 507 | 2,147 | 63% |
| 0800 - 0900 | $5.30 | 282 | 2,312 | 68% | $5.30 | 287 | 2,456 | 72% | $5.30 | 287 | 2,357 | 69% | $5.30 | 299 | 2,293 | 67% | $5.25 | 269 | 1,860 | 55% |
| 0900 - 1000 | $4.20 | 286 | 2,005 | 59% | $4.20 | 314 | 2,274 | 67% | $4.20 | 274 | 2,231 | 66% | $4.20 | 296 | 2,087 | 61% | $4.35 | 254 | 1,719 | 51% |

| | Monday | | 10/31/22 | | Tuesday | | 11/01/22 | | Wednesday | | 11/02/22 | | Thursday | | 11/03/22 | | Friday | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | 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 | 1,184 | 35% | | | | | | | | | | | | | | | | |
| 0500 - 0600 | $5.10 | 779 | 2,758 | 81% | | | | | | | | | | | | | | | | |
| 0600 - 0700 | $5.30 | 675 | 2,891 | 85% | | | | | | | | | | | | | | | | |
| 0700 - 0800 | $5.80 | 571 | 2,592 | 76% | | | | | | | | | | | | | | | | |
| 0800 - 0900 | $5.30 | 248 | 1,908 | 56% | | | | | | | | | | | | | | | | |
| 0900 - 1000 | $4.20 | 196 | 1,541 | 45% | | | | | | | | | | | | | | | | |

### 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 of the OCTA 91 Express Lanes. In early October, Caltrans turned over the westbound entrance gantry to Kapsch TrafficCom USA, Inc. (Kapsch), the toll lanes system integrator for the 91 Express Lanes, to install new Electronic Toll and Traffic Management (ETTM) system equipment. During a full-weekend closure in October, Kapsch completed the installation of the new ETTM equipment onto the westbound entrance gantry.

# FINANCIAL HIGHLIGHTS OCTA

**91 Express Lanes**
**Operating Statement**

| | YTD as of : | 10/31/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual [1]** | **Budget [1]** | **Dollar $** | **Percent (%)** |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 19,089,280.66 | $ 16,912,664.00 | $ 2,176,616.66 | 12.9 |
| Fee Revenue | 1,418,384.62 | 1,288,336.00 | 130,048.62 | 10.1 |
| **Total operating revenues** | 20,507,665.28 | 18,201,000.00 | 2,306,665.28 | 12.7 |
| **Operating expenses:** | | | | |
| Contracted Services | 1,618,431.67 | 2,509,261.00 | 890,829.33 | 35.5 |
| Administrative Fee | 976,494.00 | 1,197,164.00 | 220,670.00 | 18.4 |
| Other Professional Services | 176,950.35 | 1,850,837.00 | 1,673,886.65 | 90.4 |
| Credit Card Processing Fees | 528,653.72 | 441,668.00 | (86,985.72) | (19.7) |
| Toll Road Account Servicing | 44,021.12 | 333,332.00 | 289,310.88 | 86.8 |
| Other Insurance Expense | 163,081.96 | 83,332.00 | (79,749.96) | (95.7) |
| Toll Road Maintenance Supply Repairs | 129,122.50 | 135,000.00 | 5,877.50 | 4.4 |
| Patrol Services | 362,911.80 | 366,668.00 | 3,756.20 | 1.0 |
| Building Equipment Repairs and Maint | 148,392.59 | 291,164.00 | 142,771.41 | 49.0 |
| 6C Transponders | - | 25,000.00 | 25,000.00 | 100.0 |
| Other Services | - | 261,000.00 | 261,000.00 | 100.0 |
| Utilities | 18,284.79 | 15,000.00 | (3,284.79) | (21.9) |
| Office Expense | 182,270.38 | 260,168.00 | 77,897.62 | 29.9 |
| Bad Debt Expense | 713.08 | - | (713.08) | N/A |
| Miscellaneous [2] | 8,035.50 | 51,052.00 | 43,016.50 | 84.3 |
| Leases | 120,395.83 | 178,332.00 | 57,936.17 | 32.5 |
| **Total operating expenses** | 4,477,759.29 | 7,998,978.00 | 3,521,218.71 | 44.0 |
| Depreciation and Amortization [3] | 1,057,827.04 | - | (1,057,827.04) | N/A |
| **Operating income (loss)** | 14,972,078.95 | 10,202,022.00 | 4,770,056.95 | 46.8 |
| **Nonoperating revenues (expenses):** | | | | |
| Reimbursement from Other Agencies | (32,144.18) | 75,000.00 | (107,144.18) | (142.9) |
| Interest Income | 937,772.85 | 627,252.00 | 310,520.85 | 49.5 |
| Interest Expense | (1,255,837.40) | (1,233,232.00) | (22,605.40) | (1.8) |
| Other | - | - | - | N/A |
| **Total nonoperating revenues (expenses)** | (350,208.73) | (530,980.00) | 180,771.27 | 34.0 |
| Transfers In | - | - | - | N/A |
| Transfers Out [4] | (1,717,993.42) | - | (1,717,993.42) | N/A |
| **Net income (loss)** | **$ 12,903,876.80** | **$ 9,671,042.00** | **$ 3,232,834.80** | **33.4** |

[1] 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.
[2] Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.
[3] Depreciation and amortization are not budgeted items.
[4] Transfers Out: For M2 Project I and Project J expense reimbursements.

## Capital Asset Activity

During the four months ending October 31, 2022, capital asset activities included payment of $195,292 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 EL for October 2022 was 1,353,498. This represents a daily average of 43,661 vehicles. This is an 8.7 percent decrease in total traffic volume from the same period last year, which totaled 1,483,105. Potential toll revenue for October was $5,579,947, which represents a decrease of 4.1 percent from the prior year's total of $5,818,860. Carpool percentage for October was 21.8 percent as compared to the previous year's rate of 20.7 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 October 2022.

**Current MTD as of October 31, 2022**

| Trips | OCT-22 MTD Actual | Stantec MTD Projected | # Variance | % Variance | OCT-21 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| Full Toll Lanes | 1,058,849 | 965,286 | 93,563 | 9.7% | 1,176,622 | (10.0%) |
| 3+ Lanes | 294,649 | 349,857 | (55,208) | (15.8%) | 306,483 | (3.9%) |
| Total Gross Trips | 1,353,498 | 1,315,143 | 38,355 | 2.9% | 1,483,105 | (8.7%) |
| **Revenue** | | | | | | |
| Full Toll Lanes | $5,535,901 | $4,606,857 | $929,044 | 20.2% | $5,779,874 | (4.2%) |
| 3+ Lanes | $44,046 | $0 | $44,046 | | $38,986 | 13.0% |
| Total Gross Revenue | $5,579,947 | $4,606,857 | $973,090 | 21.1% | $5,818,860 | (4.1%) |
| **Average Revenue per Trip** | | | | | | |
| Average Full Toll Lanes | $5.23 | $4.77 | $0.46 | 9.6% | $4.91 | 6.5% |
| Average 3+ Lanes | $0.15 | $0.00 | $0.15 | | $0.13 | 15.4% |
| Average Gross Revenue | $4.12 | $3.50 | $0.62 | 17.7% | $3.92 | 5.1% |

The 2023 fiscal year-to-date (YTD) traffic volume decreased by 4.7 percent and potential toll revenue increased by 4.7 percent, when compared with the same period the prior year. YTD average revenue per trip is $4.00.

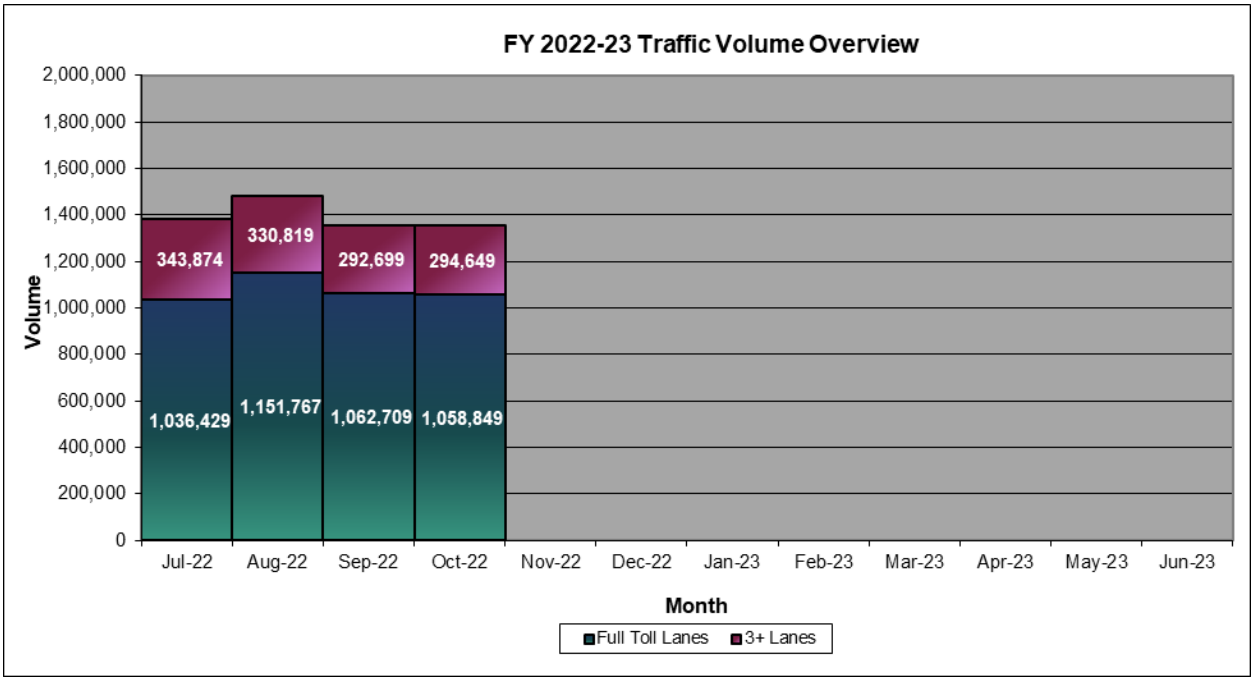
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2022 through October 2022.

**Fiscal Year (FY) 2022-23 YTD as of October 31, 2022**

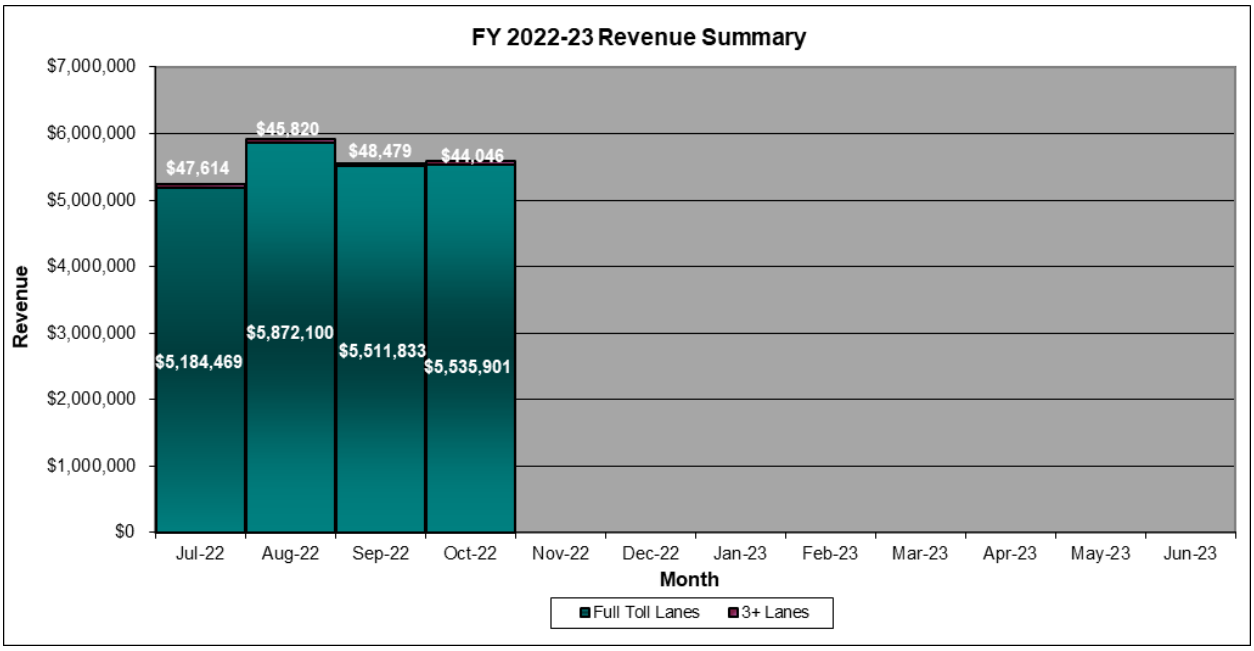
| Trips | FY 2022-23 YTD Actual | Stantec YTD Projected | # Variance | % Variance | FY 2021-22 YTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| Full Toll Lanes | 4,309,754 | 3,776,600 | 533,154 | 14.1% | 4,620,424 | (6.7%) |
| 3+ Lanes | 1,262,041 | 1,363,571 | (101,530) | (7.4%) | 1,223,708 | 3.1% |
| Total Gross Trips | 5,571,795 | 5,140,171 | 431,624 | 8.4% | 5,844,132 | (4.7%) |
| **Revenue** | | | | | | |
| Full Toll Lanes | $22,104,302 | $18,010,086 | $4,094,216 | 22.7% | $21,120,089 | 4.7% |
| 3+ Lanes | $185,959 | $0 | $185,959 | | $166,946 | 11.4% |
| Total Gross Revenue | $22,290,261 | $18,010,086 | $4,280,175 | 23.8% | $21,287,035 | 4.7% |
| **Average Revenue per Trip** | | | | | | |
| Average Full Toll Lanes | $5.13 | $4.77 | $0.36 | 7.5% | $4.57 | 12.3% |
| Average 3+ Lanes | $0.15 | $0.00 | $0.15 | | $0.14 | 7.1% |
| Average Gross Revenue | $4.00 | $3.50 | $0.50 | 14.3% | $3.64 | 9.9% |

## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2022-23 on a monthly basis.



## RCTC PEAK-HOUR VOLUMES

In October, 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**

| | Monday | | | 10/03/22 | | Tuesday | | | 10/04/22 | | Wednesday | | | 10/05/22 | | Thursday | | | 10/06/22 | | Friday | | | 10/07/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 178 | 966 | 1,144 | D | $7.35 | 187 | 1052 | 1,239 | E | $9.55 | 176 | 1052 | 1,228 | E | $13.85 | 221 | 1,055 | 1,276 | E | $27.90 | 269 | 1,036 | 1,305 | F |
| 1500 - 1600 | $8.05 | 222 | 954 | 1,176 | D | $10.20 | 224 | 988 | 1,212 | E | $13.40 | 226 | 1024 | 1,250 | E | $17.30 | 238 | 954 | 1,192 | D | $27.60 | 351 | 953 | 1,304 | F |
| 1600 - 1700 | $5.65 | 175 | 1054 | 1,229 | E | $5.65 | 209 | 954 | 1,163 | D | $5.65 | 200 | 935 | 1,135 | D | $8.05 | 220 | 908 | 1,128 | D | $16.25 | 294 | 944 | 1,238 | E |
| 1700 - 1800 | $5.65 | 195 | 897 | 1,092 | D | $5.65 | 209 | 843 | 1,052 | D | $5.65 | 179 | 892 | 1,071 | D | $5.65 | 226 | 1,002 | 1,228 | E | $7.35 | 302 | 1,064 | 1,366 | F |
| 1800 - 1900 | $5.65 | 241 | 823 | 1,064 | D | $5.65 | 283 | 878 | 1,161 | D | $5.65 | 208 | 882 | 1,090 | D | $5.65 | 264 | 880 | 1,144 | D | $5.65 | 275 | 889 | 1,164 | D |
| 1900 - 2000 | $2.40 | 184 | 560 | 744 | B | $4.45 | 271 | 760 | 1,031 | D | **$4.45** | **247** | **972** | **1,219** | **E** | $5.65 | 288 | 959 | 1,247 | E | $4.45 | 316 | 742 | 1,058 | D |

| | Monday | | | 10/10/22 | | Tuesday | | | 10/11/22 | | Wednesday | | | 10/12/22 | | Thursday | | | 10/13/22 | | Friday | | | 10/14/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 223 | 1,067 | 1,290 | E | $7.35 | 195 | 1,093 | 1,288 | E | $9.55 | 197 | 1,042 | 1,239 | E | $13.85 | 217 | 1,037 | 1,254 | E | $27.90 | 235 | 1,059 | 1,294 | E |
| 1500 - 1600 | $8.05 | 257 | 987 | 1,244 | E | $10.20 | 248 | 943 | 1,191 | D | $13.40 | 244 | 967 | 1,211 | E | $17.30 | 229 | 922 | 1,151 | D | $27.60 | 285 | 929 | 1,214 | E |
| 1600 - 1700 | $5.65 | 216 | 949 | 1,165 | D | $5.65 | 206 | 934 | 1,140 | D | $5.65 | 182 | 958 | 1,140 | D | $8.05 | 232 | 995 | 1,227 | E | $16.25 | 215 | 876 | 1,091 | D |
| 1700 - 1800 | $5.65 | 232 | 892 | 1,124 | D | $5.65 | 213 | 900 | 1,113 | D | $5.65 | 198 | 938 | 1,136 | D | $5.65 | 195 | 1,008 | 1,203 | E | $7.35 | 220 | 980 | 1,200 | D |
| 1800 - 1900 | $5.65 | 259 | 814 | 1,073 | D | $5.65 | 248 | 784 | 1,032 | D | $5.65 | 209 | 877 | 1,086 | D | $5.65 | 253 | 898 | 1,151 | D | $5.65 | 232 | 803 | 1,035 | D |
| 1900 - 2000 | $2.40 | 216 | 492 | 708 | B | $4.45 | 251 | 845 | 1,096 | D | $4.45 | 249 | 769 | 1,018 | D | $5.65 | 289 | 952 | 1,241 | E | **$4.45** | **345** | **898** | **1,243** | **E** |

| | Monday | | | 10/17/22 | | Tuesday | | | 10/18/22 | | Wednesday | | | 10/19/22 | | Thursday | | | 10/20/22 | | Friday | | | 10/21/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 200 | 928 | 1,128 | D | $7.35 | 191 | 1,020 | 1,211 | E | $9.55 | 210 | 1,082 | 1,292 | E | $13.85 | 206 | 1,141 | 1,347 | F | $27.90 | 245 | 1,061 | 1,306 | F |
| 1500 - 1600 | $8.05 | 246 | 970 | 1,216 | E | $10.20 | 245 | 965 | 1,210 | E | $13.40 | 238 | 986 | 1,224 | E | $17.30 | 242 | 983 | 1,225 | E | $27.60 | 265 | 986 | 1,251 | E |
| 1600 - 1700 | $5.65 | 205 | 926 | 1,131 | D | $5.65 | 237 | 1,038 | 1,275 | E | $5.65 | 221 | 894 | 1,115 | D | $8.05 | 243 | 1,025 | 1,268 | E | $16.25 | 255 | 1,023 | 1,278 | E |
| 1700 - 1800 | $5.65 | 204 | 900 | 1,104 | D | $5.65 | 205 | 932 | 1,137 | D | $5.65 | 224 | 974 | 1,198 | D | $5.65 | 202 | 944 | 1,146 | D | $7.35 | 255 | 956 | 1,211 | E |
| 1800 - 1900 | $5.65 | 257 | 836 | 1,093 | D | $5.65 | 233 | 868 | 1,101 | D | $5.65 | 231 | 865 | 1,096 | D | $5.65 | 249 | 846 | 1,095 | D | $5.65 | 308 | 919 | 1,227 | E |
| 1900 - 2000 | $2.40 | 199 | 621 | 820 | C | $4.45 | 244 | 752 | 996 | C | $4.45 | 252 | 902 | 1,154 | D | $5.65 | 275 | 981 | 1,256 | E | $4.45 | 322 | 820 | 1,142 | D |

| | Monday | | | 10/24/22 | | Tuesday | | | 10/25/22 | | Wednesday | | | 10/26/22 | | Thursday | | | 10/27/22 | | Friday | | | 10/28/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 185 | 1,013 | 1,198 | D | $7.35 | 213 | 1,098 | 1,311 | F | $9.55 | 235 | 1,117 | 1,352 | F | $13.85 | 219 | 1,128 | 1,347 | F | $27.90 | 261 | 1,096 | 1,357 | F |
| 1500 - 1600 | $8.05 | 217 | 1,021 | 1,238 | E | $10.20 | 253 | 950 | 1,203 | E | $13.40 | 237 | 963 | 1,200 | D | $17.30 | 245 | 980 | 1,225 | E | $27.60 | 272 | 1,020 | 1,292 | E |
| 1600 - 1700 | $5.65 | 181 | 947 | 1,128 | D | $5.65 | 188 | 1,013 | 1,201 | E | **$5.65** | **255** | **1,278** | **1,533** | **F** | $8.05 | 233 | 1,070 | 1,303 | F | $16.25 | 262 | 1,071 | 1,333 | F |
| 1700 - 1800 | $5.65 | 177 | 954 | 1,131 | D | $5.65 | 205 | 1,010 | 1,215 | E | **$5.65** | **246** | **1,191** | **1,437** | **F** | $5.65 | 207 | 902 | 1,109 | D | $7.35 | 329 | 1,004 | 1,333 | F |
| 1800 - 1900 | $5.65 | 237 | 819 | 1,056 | D | $5.65 | 252 | 843 | 1,095 | D | $5.65 | 265 | 912 | 1,177 | D | $5.65 | 273 | 891 | 1,164 | D | **$5.65** | **340** | **973** | **1,313** | **F** |
| 1900 - 2000 | $2.40 | 190 | 508 | 698 | B | $4.45 | 245 | 846 | 1,091 | D | $4.45 | 291 | 852 | 1,143 | D | $5.65 | 260 | 823 | 1,083 | D | $4.45 | 273 | 885 | 1,158 | D |

| | Monday | | | 10/31/22 | | Tuesday | | | 11/01/22 | | Wednesday | | | 11/02/22 | | Thursday | | | 11/03/22 | | Friday | | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 215 | 994 | 1,209 | E | | | | | | | | | | | | | | | | | | | | |
| 1500 - 1600 | $8.05 | 236 | 905 | 1,141 | D | | | | | | | | | | | | | | | | | | | | |
| 1600 - 1700 | $5.65 | 228 | 979 | 1,207 | E | | | | | | | | | | | | | | | | | | | | |
| 1700 - 1800 | $5.65 | 231 | 911 | 1,142 | D | | | | | | | | | | | | | | | | | | | | |
| 1800 - 1900 | $5.65 | 239 | 828 | 1,067 | D | | | | | | | | | | | | | | | | | | | | |
| 1900 - 2000 | $2.40 | 115 | 332 | 447 | B | | | | | | | | | | | | | | | | | | | | |

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

| | Monday | | | 10/03/22 | | Tuesday | | | 10/04/22 | | Wednesday | | | 10/05/22 | | Thursday | | | 10/06/22 | | Friday | | | 10/07/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 115 | 753 | 868 | C | $5.65 | 138 | 766 | 904 | C | $5.65 | 116 | 800 | 916 | C | $5.65 | 111 | 712 | 823 | C | $5.65 | 122 | 686 | 808 | C |
| 1500 - 1600 | $5.65 | 128 | 715 | 843 | C | $5.65 | 139 | 703 | 842 | C | $5.65 | 100 | 737 | 837 | C | $5.65 | 139 | 708 | 847 | C | $5.65 | 144 | 548 | 692 | B |
| 1600 - 1700 | $3.15 | 94 | 667 | 761 | B | $5.65 | 123 | 682 | 805 | C | $5.65 | 99 | 625 | 724 | B | $5.65 | 112 | 659 | 771 | B | $3.15 | 153 | 552 | 705 | B |
| 1700 - 1800 | $3.15 | 106 | 646 | 752 | B | $3.15 | 147 | 649 | 796 | B | $3.15 | 122 | 612 | 734 | B | $3.15 | 126 | 662 | 788 | B | $3.15 | 110 | 397 | 507 | B |
| 1800 - 1900 | $3.15 | 147 | 613 | 760 | B | $3.15 | 146 | 643 | 789 | B | $3.15 | 140 | 612 | 752 | B | $3.15 | 133 | 661 | 794 | B | $3.15 | 164 | 537 | 701 | B |
| 1900 - 2000 | $3.15 | 119 | 370 | 489 | B | $3.15 | 158 | 619 | 777 | B | $3.15 | 177 | 668 | 845 | C | $3.15 | 187 | 667 | 854 | C | $3.15 | 174 | 513 | 687 | B |

| | Monday | | | 10/10/22 | | Tuesday | | | 10/11/22 | | Wednesday | | | 10/12/22 | | Thursday | | | 10/13/22 | | Friday | | | 10/14/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 115 | 726 | 841 | C | $5.65 | 105 | 694 | 799 | B | $5.65 | 119 | 752 | 871 | C | $5.65 | 96 | 793 | 889 | C | $5.65 | 135 | 742 | 877 | C |
| 1500 - 1600 | $5.65 | 126 | 702 | 828 | C | $5.65 | 143 | 711 | 854 | C | $5.65 | 122 | 753 | 875 | C | $5.65 | 139 | 702 | 841 | C | $5.65 | 156 | 610 | 766 | B |
| 1600 - 1700 | $3.15 | 118 | 622 | 740 | B | $5.65 | 113 | 601 | 714 | B | $5.65 | 108 | 670 | 778 | B | $5.65 | 117 | 663 | 780 | B | $3.15 | 132 | 608 | 740 | B |
| 1700 - 1800 | $3.15 | 103 | 636 | 739 | B | $3.15 | 110 | 663 | 773 | B | $3.15 | 113 | 617 | 730 | B | $3.15 | 117 | 656 | 773 | B | $3.15 | 109 | 623 | 732 | B |
| 1800 - 1900 | $3.15 | 142 | 602 | 744 | B | $3.15 | 140 | 592 | 732 | B | $3.15 | 131 | 644 | 775 | B | $3.15 | 155 | 585 | 740 | B | $3.15 | 122 | 466 | 588 | B |
| 1900 - 2000 | $3.15 | 117 | 345 | 462 | B | $3.15 | 182 | 683 | 865 | C | $3.15 | 163 | 567 | 730 | B | $3.15 | 160 | 676 | 836 | C | $3.15 | 219 | 621 | 840 | C |

| | Monday | | | 10/17/22 | | Tuesday | | | 10/18/22 | | Wednesday | | | 10/19/22 | | Thursday | | | 10/20/22 | | Friday | | | 10/21/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 124 | 674 | 798 | B | $5.65 | 89 | 770 | 859 | C | $5.65 | 134 | 745 | 879 | C | $5.65 | 121 | 806 | 927 | C | $5.65 | 140 | 688 | 828 | C |
| 1500 - 1600 | $5.65 | 142 | 704 | 846 | C | $5.65 | 143 | 720 | 863 | C | $5.65 | 141 | 702 | 843 | C | $5.65 | 124 | 686 | 810 | C | $5.65 | 140 | 613 | 753 | B |
| 1600 - 1700 | $3.15 | 131 | 616 | 747 | B | $5.65 | 124 | 635 | 759 | B | $5.65 | 126 | 580 | 706 | B | $5.65 | 131 | 601 | 732 | B | $3.15 | 85 | 442 | 527 | B |
| 1700 - 1800 | $3.15 | 111 | 615 | 726 | B | $3.15 | 124 | 657 | 781 | B | $3.15 | 127 | 637 | 764 | B | $3.15 | 115 | 668 | 783 | B | $3.15 | 125 | 623 | 748 | B |
| 1800 - 1900 | $3.15 | 160 | 579 | 739 | B | $3.15 | 155 | 635 | 790 | B | $3.15 | 130 | 598 | 728 | B | $3.15 | 159 | 652 | 811 | C | $3.15 | 199 | 547 | 746 | B |
| 1900 - 2000 | $3.15 | 132 | 446 | 578 | B | $3.15 | 192 | 605 | 797 | B | $3.15 | 195 | 617 | 812 | C | $3.15 | 166 | 706 | 872 | C | $3.15 | 183 | 495 | 678 | B |

| | Monday | | | 10/24/22 | | Tuesday | | | 10/25/22 | | Wednesday | | | 10/26/22 | | Thursday | | | 10/27/22 | | Friday | | | 10/28/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 128 | 681 | 809 | C | $5.65 | 116 | 679 | 795 | B | $5.65 | 118 | 758 | 876 | C | $5.65 | 146 | 731 | 877 | C | $5.65 | 130 | 665 | 795 | B |
| 1500 - 1600 | $5.65 | 154 | 677 | 831 | C | $5.65 | 147 | 708 | 855 | C | $5.65 | 136 | 712 | 848 | C | $5.65 | 129 | 678 | 807 | C | $5.65 | 129 | 619 | 748 | B |
| 1600 - 1700 | $3.15 | 120 | 674 | 794 | B | $5.65 | 118 | 696 | 814 | C | $5.65 | 78 | 414 | 492 | B | $5.65 | 93 | 703 | 796 | B | $3.15 | 123 | 553 | 676 | B |
| 1700 - 1800 | $3.15 | 107 | 653 | 760 | B | $3.15 | 131 | 663 | 794 | B | $3.15 | 9 | 50 | 59 | A | $3.15 | 115 | 681 | 796 | B | $3.15 | 140 | 495 | 635 | B |
| 1800 - 1900 | $3.15 | 158 | 596 | 754 | B | $3.15 | 161 | 641 | 802 | C | $3.15 | 168 | 694 | 862 | C | $3.15 | 150 | 612 | 762 | B | $3.15 | 174 | 478 | 652 | B |
| 1900 - 2000 | $3.15 | 126 | 377 | 503 | B | $3.15 | 198 | 587 | 785 | B | $3.15 | 162 | 595 | 757 | B | $3.15 | 160 | 563 | 723 | B | $3.15 | 177 | 525 | 702 | B |

| | Monday | | | 10/31/22 | | Tuesday | | | 11/01/22 | | Wednesday | | | 11/02/22 | | Thursday | | | 11/03/22 | | Friday | | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 135 | 769 | 904 | C | | | | | | | | | | | | | | | | | | | | |
| 1500 - 1600 | $5.65 | 140 | 668 | 808 | C | | | | | | | | | | | | | | | | | | | | |
| 1600 - 1700 | $3.15 | 146 | 701 | 847 | C | | | | | | | | | | | | | | | | | | | | |
| 1700 - 1800 | $3.15 | 147 | 636 | 783 | B | | | | | | | | | | | | | | | | | | | | |
| 1800 - 1900 | $3.15 | 139 | 564 | 703 | B | | | | | | | | | | | | | | | | | | | | |
| 1900 - 2000 | $3.15 | 69 | 239 | 308 | A | | | | | | | | | | | | | | | | | | | | |

# RCTC WESTBOUND PEAK-HOUR VOLUMES

**Westbound AM Peak - McKinley to County Line**

| | Monday | | | 10/03/22 | | Tuesday | | | 10/04/22 | | Wednesday | | | 10/05/22 | | Thursday | | | 10/06/22 | | Friday | | | 10/07/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 203 | 389 | 592 | B | $2.40 | 215 | 390 | 605 | B | $2.40 | 207 | 415 | 622 | B | $2.40 | 221 | 396 | 617 | B | $2.40 | 189 | 375 | 564 | B |
| 0500 - 0600 | $11.65 | 405 | 1034 | 1,439 | F | $11.65 | 419 | 1040 | 1,459 | F | $11.65 | 438 | 1043 | 1,481 | F | $9.85 | 444 | 1,181 | 1,625 | F | $5.65 | 384 | 891 | 1,275 | E |
| 0600 - 0700 | $18.00 | 410 | 1225 | 1,635 | F | $19.05 | 414 | 1265 | 1,679 | F | $19.05 | 381 | 1238 | 1,619 | F | $18.00 | 426 | 1,245 | 1,671 | F | $10.90 | 396 | 1,167 | 1,563 | F |
| 0700 - 0800 | $15.60 | 361 | 1209 | 1,570 | F | $16.35 | 381 | 1255 | 1,636 | F | $16.35 | 399 | 1301 | 1,700 | F | $15.30 | 364 | 1,262 | 1,626 | F | $8.35 | 349 | 1,145 | 1,494 | F |
| 0800 - 0900 | $9.05 | 168 | 1150 | 1,318 | E | $10.10 | 210 | 1287 | 1,497 | F | $10.10 | 199 | 1298 | 1,497 | F | $9.05 | 209 | 1,144 | 1,353 | F | $5.65 | 187 | 900 | 1,087 | D |
| 0900 - 1000 | $5.65 | 122 | 842 | 964 | C | $5.65 | 141 | 1093 | 1,234 | E | $5.65 | 136 | 1137 | 1,273 | E | $5.65 | 149 | 965 | 1,114 | D | $4.45 | 149 | 771 | 920 | C |

| | Monday | | | 10/10/22 | | Tuesday | | | 10/11/22 | | Wednesday | | | 10/12/22 | | Thursday | | | 10/13/22 | | Friday | | | 10/14/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 192 | 398 | 590 | B | $2.40 | 232 | 415 | 647 | B | $2.40 | 215 | 386 | 601 | B | $2.40 | 225 | 397 | 622 | B | $2.40 | 186 | 363 | 549 | B |
| 0500 - 0600 | $11.65 | 384 | 998 | 1,382 | F | $11.65 | 407 | 1,016 | 1,423 | F | $11.65 | 420 | 1,103 | 1,523 | F | $9.85 | 448 | 1,080 | 1,528 | F | $5.65 | 355 | 956 | 1,311 | E |
| 0600 - 0700 | $18.00 | 369 | 1,236 | 1,605 | F | $19.05 | 396 | 1,215 | 1,611 | F | $19.05 | 415 | 1,279 | 1,694 | F | $18.00 | 420 | 1,254 | 1,674 | F | $10.90 | 377 | 1,135 | 1,512 | F |
| 0700 - 0800 | $15.60 | 307 | 1,113 | 1,420 | F | $16.35 | 424 | 1,385 | 1,809 | F | $16.35 | 406 | 1,317 | 1,723 | F | $15.30 | 387 | 1,311 | 1,698 | F | $8.35 | 327 | 954 | 1,281 | E |
| 0800 - 0900 | $9.05 | 197 | 977 | 1,174 | D | $10.10 | 223 | 1,390 | 1,613 | F | $10.10 | 209 | 1,324 | 1,533 | F | $9.05 | 215 | 1,204 | 1,419 | F | $5.65 | 151 | 885 | 1,036 | D |
| 0900 - 1000 | $5.65 | 170 | 781 | 951 | C | $5.65 | 137 | 1,013 | 1,150 | D | $5.65 | 145 | 913 | 1,058 | D | $5.65 | 164 | 1,025 | 1,189 | D | $4.45 | 124 | 791 | 915 | C |

| | Monday | | | 10/17/22 | | Tuesday | | | 10/18/22 | | Wednesday | | | 10/19/22 | | Thursday | | | 10/20/22 | | Friday | | | 10/21/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 203 | 423 | 626 | B | $2.40 | 227 | 420 | 647 | B | $2.40 | 213 | 397 | 610 | B | $2.40 | 215 | 382 | 597 | B | $2.40 | 184 | 378 | 562 | B |
| 0500 - 0600 | $11.65 | 390 | 1,024 | 1,414 | F | $11.65 | 427 | 1,064 | 1,491 | F | $11.65 | 416 | 1,039 | 1,455 | F | $9.85 | 403 | 1,030 | 1,433 | F | $5.65 | 346 | 915 | 1,261 | E |
| 0600 - 0700 | $18.00 | 406 | 1,258 | 1,664 | F | $19.05 | 412 | 1,284 | 1,696 | F | $19.05 | 436 | 1,228 | 1,664 | F | $18.00 | 421 | 1,290 | 1,711 | F | $10.90 | 358 | 1,131 | 1,489 | F |
| 0700 - 0800 | $15.60 | 378 | 1,251 | 1,629 | F | $16.35 | 427 | 1,316 | 1,743 | F | $16.35 | 404 | 1,248 | 1,652 | F | $15.30 | 368 | 1,211 | 1,579 | F | $8.35 | 324 | 958 | 1,282 | E |
| 0800 - 0900 | $9.05 | 181 | 1,178 | 1,359 | F | $10.10 | 198 | 1,212 | 1,410 | F | $10.10 | 174 | 1,368 | 1,542 | F | $9.05 | 208 | 1,013 | 1,221 | E | $5.65 | 161 | 770 | 931 | C |
| 0900 - 1000 | $5.65 | 154 | 1,021 | 1,175 | D | $5.65 | 123 | 1,025 | 1,148 | D | $5.65 | 143 | 1,023 | 1,166 | D | $5.65 | 148 | 896 | 1,044 | D | $4.45 | 168 | 858 | 1,026 | D |

| | Monday | | | 10/24/22 | | Tuesday | | | 10/25/22 | | Wednesday | | | 10/26/22 | | Thursday | | | 10/27/22 | | Friday | | | 10/28/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 196 | 399 | 595 | B | $2.40 | 213 | 426 | 639 | B | $2.40 | 209 | 414 | 623 | B | $2.40 | 198 | 410 | 608 | B | $2.40 | 196 | 355 | 551 | B |
| 0500 - 0600 | $11.65 | 380 | 1,009 | 1,389 | F | $11.65 | 435 | 1,049 | 1,484 | F | $11.65 | 399 | 927 | 1,326 | E | $9.85 | 442 | 1,046 | 1,488 | F | $5.65 | 367 | 948 | 1,315 | E |
| 0600 - 0700 | $18.00 | 413 | 1,246 | 1,659 | F | $19.05 | 418 | 1,251 | 1,669 | F | $19.05 | 435 | 1,233 | 1,668 | F | $18.00 | 391 | 1,274 | 1,665 | F | $10.90 | 367 | 1,025 | 1,392 | F |
| 0700 - 0800 | $15.60 | 397 | 1,232 | 1,629 | F | $16.35 | 344 | 1,264 | 1,608 | F | $16.35 | 442 | 1,281 | 1,723 | F | $15.30 | 408 | 1,242 | 1,650 | F | $8.35 | 314 | 834 | 1,148 | D |
| 0800 - 0900 | $9.05 | 157 | 1,025 | 1,182 | D | $10.10 | 206 | 1,143 | 1,349 | E | $10.10 | 236 | 1,339 | 1,575 | F | $9.05 | 207 | 1,040 | 1,247 | E | $5.65 | 153 | 829 | 982 | C |
| 0900 - 1000 | $5.65 | 132 | 843 | 975 | C | $5.65 | 157 | 1,056 | 1,213 | E | $5.65 | 155 | 1,035 | 1,190 | D | $5.65 | 180 | 1,006 | 1,186 | D | $4.45 | 143 | 733 | 876 | C |

| | Monday | | | 10/31/22 | | Tuesday | | | 11/01/22 | | Wednesday | | | 11/02/22 | | Thursday | | | 11/03/22 | | Friday | | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 207 | 426 | 633 | B | | | | | | | | | | | | | | | | | | | | |
| 0500 - 0600 | $11.65 | 404 | 1,015 | 1,419 | F | | | | | | | | | | | | | | | | | | | | |
| 0600 - 0700 | $18.00 | 395 | 1,249 | 1,644 | F | | | | | | | | | | | | | | | | | | | | |
| 0700 - 0800 | $15.60 | 346 | 1,099 | 1,445 | F | | | | | | | | | | | | | | | | | | | | |
| 0800 - 0900 | $9.05 | 155 | 885 | 1,040 | D | | | | | | | | | | | | | | | | | | | | |
| 0900 - 1000 | $5.65 | 126 | 679 | 805 | C | | | | | | | | | | | | | | | | | | | | |

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

| | Monday | | | 10/03/22 | | Tuesday | | | 10/04/22 | | Wednesday | | | 10/05/22 | | Thursday | | | 10/06/22 | | Friday | | | 10/07/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 173 | 467 | 640 | B | $3.15 | 174 | 491 | 665 | B | $3.15 | 171 | 433 | 604 | B | $3.15 | 178 | 473 | 651 | B | $3.15 | 122 | 391 | 513 | B |
| 0500 - 0600 | $7.30 | 253 | 1018 | 1,271 | E | $7.30 | 266 | 1011 | 1,277 | E | $7.30 | 252 | 1025 | 1,277 | E | $7.30 | 272 | 1,039 | 1,311 | E | $5.65 | 230 | 855 | 1,085 | D |
| 0600 - 0700 | $9.40 | 254 | 1116 | 1,370 | E | $9.40 | 282 | 1238 | 1,520 | F | $9.40 | 283 | 1186 | 1,469 | F | $9.40 | 258 | 1,223 | 1,481 | F | $7.30 | 248 | 958 | 1,206 | E |
| 0700 - 0800 | $9.40 | 191 | 1069 | 1,260 | E | $9.40 | 230 | 1167 | 1,397 | E | $9.40 | 227 | 1117 | 1,344 | E | $9.40 | 209 | 1,100 | 1,309 | E | $7.30 | 167 | 863 | 1,030 | D |
| 0800 - 0900 | $7.30 | 114 | 1000 | 1,114 | D | $7.30 | 124 | 1156 | 1,280 | E | $7.30 | 110 | 1131 | 1,241 | E | $7.30 | 144 | 1,008 | 1,152 | D | $5.65 | 125 | 842 | 967 | C |
| 0900 - 1000 | $5.65 | 104 | 881 | 985 | C | $5.65 | 113 | 937 | 1,050 | D | $5.65 | 82 | 870 | 952 | C | $5.65 | 109 | 859 | 968 | C | $5.65 | 103 | 706 | 809 | C |

| | Monday | | | 10/10/22 | | Tuesday | | | 10/11/22 | | Wednesday | | | 10/12/22 | | Thursday | | | 10/13/22 | | Friday | | | 10/14/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 146 | 429 | 575 | B | $3.15 | 176 | 441 | 617 | B | $3.15 | 173 | 450 | 623 | B | $3.15 | 164 | 443 | 607 | B | $3.15 | 135 | 401 | 536 | B |
| 0500 - 0600 | $7.30 | 233 | 982 | 1,215 | E | $7.30 | 274 | 1,061 | 1,335 | E | $7.30 | 283 | 1,053 | 1,336 | E | $7.30 | 282 | 1,035 | 1,317 | E | $5.65 | 234 | 851 | 1,085 | D |
| 0600 - 0700 | $9.40 | 235 | 1,122 | 1,357 | E | $9.40 | 290 | 1,187 | 1,477 | F | $9.40 | 267 | 1,218 | 1,485 | F | $9.40 | 290 | 1,154 | 1,444 | F | $7.30 | 259 | 952 | 1,211 | E |
| 0700 - 0800 | $9.40 | 179 | 1,001 | 1,180 | D | $9.40 | 233 | 1,221 | 1,454 | F | $9.40 | 207 | 1,194 | 1,401 | F | $9.40 | 224 | 1,077 | 1,301 | E | $7.30 | 190 | 880 | 1,070 | D |
| 0800 - 0900 | $7.30 | 101 | 933 | 1,034 | D | $7.30 | 125 | 1,112 | 1,237 | E | $7.30 | 140 | 1,064 | 1,204 | E | $7.30 | 139 | 1,022 | 1,161 | D | $5.65 | 114 | 805 | 919 | C |
| 0900 - 1000 | $5.65 | 101 | 681 | 782 | B | $5.65 | 118 | 907 | 1,025 | D | $5.65 | 105 | 867 | 972 | C | $5.65 | 122 | 860 | 982 | C | $5.65 | 143 | 687 | 830 | C |

| | Monday | | | 10/17/22 | | Tuesday | | | 10/18/22 | | Wednesday | | | 10/19/22 | | Thursday | | | 10/20/22 | | Friday | | | 10/21/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 183 | 484 | 667 | B | $3.15 | 194 | 504 | 698 | B | $3.15 | 183 | 461 | 644 | B | $3.15 | 190 | 469 | 659 | B | $3.15 | 143 | 366 | 509 | B |
| 0500 - 0600 | $7.30 | 286 | 1,010 | 1,296 | E | $7.30 | 303 | 1,070 | 1,373 | E | $7.30 | 250 | 1,029 | 1,279 | E | $7.30 | 278 | 1,043 | 1,321 | E | $5.65 | 245 | 866 | 1,111 | D |
| 0600 - 0700 | $9.40 | 281 | 1,142 | 1,423 | F | $9.40 | 263 | 1,237 | 1,500 | F | $9.40 | 296 | 1,194 | 1,490 | F | $9.40 | 296 | 1,115 | 1,411 | F | $7.30 | 261 | 903 | 1,164 | D |
| 0700 - 0800 | $9.40 | 212 | 1,179 | 1,391 | E | $9.40 | 234 | 1,195 | 1,429 | F | $9.40 | 206 | 1,099 | 1,305 | E | $9.40 | 198 | 1,080 | 1,278 | E | $7.30 | 179 | 862 | 1,041 | D |
| 0800 - 0900 | $7.30 | 153 | 1,067 | 1,220 | E | $7.30 | 138 | 1,119 | 1,257 | E | $7.30 | 126 | 1,115 | 1,241 | E | $7.30 | 142 | 1,034 | 1,176 | D | $5.65 | 122 | 817 | 939 | C |
| 0900 - 1000 | $5.65 | 99 | 815 | 914 | C | $5.65 | 130 | 955 | 1,085 | D | $5.65 | 114 | 908 | 1,022 | D | $5.65 | 135 | 919 | 1,054 | D | $5.65 | 127 | 731 | 858 | C |

| | Monday | | | 10/24/22 | | Tuesday | | | 10/25/22 | | Wednesday | | | 10/26/22 | | Thursday | | | 10/27/22 | | Friday | | | 10/28/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 174 | 451 | 625 | B | $3.15 | 195 | 454 | 649 | B | $3.15 | 198 | 466 | 664 | B | $3.15 | 179 | 453 | 632 | B | $3.15 | 132 | 394 | 526 | B |
| 0500 - 0600 | $7.30 | 264 | 978 | 1,242 | E | $7.30 | 275 | 1,016 | 1,291 | E | $7.30 | 264 | 1,004 | 1,268 | E | $7.30 | 252 | 1,007 | 1,259 | E | $5.65 | 233 | 856 | 1,089 | D |
| 0600 - 0700 | $9.40 | 314 | 1,139 | 1,453 | F | $9.40 | 295 | 1,169 | 1,464 | F | $9.40 | 323 | 1,153 | 1,476 | F | $9.40 | 300 | 1,136 | 1,436 | F | $7.30 | 267 | 939 | 1,206 | E |
| 0700 - 0800 | $9.40 | 215 | 1,082 | 1,297 | E | $9.40 | 193 | 1,123 | 1,316 | E | $9.40 | 202 | 1,174 | 1,376 | E | $9.40 | 222 | 1,153 | 1,375 | E | $7.30 | 159 | 875 | 1,034 | D |
| 0800 - 0900 | $7.30 | 117 | 919 | 1,036 | D | $7.30 | 140 | 1,097 | 1,237 | E | $7.30 | 141 | 1,092 | 1,233 | E | $7.30 | 133 | 1,060 | 1,193 | D | $5.65 | 91 | 772 | 863 | C |
| 0900 - 1000 | $5.65 | 116 | 779 | 895 | C | $5.65 | 119 | 926 | 1,045 | D | $5.65 | 112 | 920 | 1,032 | D | $5.65 | 113 | 832 | 945 | C | $5.65 | 88 | 629 | 717 | B |

| | Monday | | | 10/31/22 | | Tuesday | | | 11/01/22 | | Wednesday | | | 11/02/22 | | Thursday | | | 11/03/22 | | Friday | | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 173 | 448 | 621 | B | | | | | | | | | | | | | | | | | | | | |
| 0500 - 0600 | $7.30 | 263 | 1,007 | 1,270 | E | | | | | | | | | | | | | | | | | | | | |
| 0600 - 0700 | $9.40 | 279 | 1,059 | 1,338 | E | | | | | | | | | | | | | | | | | | | | |
| 0700 - 0800 | $9.40 | 173 | 1,004 | 1,177 | D | | | | | | | | | | | | | | | | | | | | |
| 0800 - 0900 | $7.30 | 91 | 847 | 938 | C | | | | | | | | | | | | | | | | | | | | |
| 0900 - 1000 | $5.65 | 89 | 650 | 739 | B | | | | | | | | | | | | | | | | | | | | |

## RCTC OPERATIONAL HIGHLIGHTS

### On-Road Operations

RCTC Freeway Service Patrol responded to 75 calls during the month of October. Of those calls, 60 were to assist disabled vehicles, four calls to remove debris, and 11 were in response to accidents that affected the 91 EL.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes
## Operating Statement

| | YTD as of : | 10/31/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual[1]** | **Budget** | **Dollar $** | **Percent (%)** |
| | | | | |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 20,385,740.66 | $ 19,188,666.67 | $ 1,197,073.99 | 6.2 |
| Fee Revenue | 1,528,145.58 | 2,159,600.00 | (631,454.42) | (29.2) |
| **Total operating revenues** | 21,913,886.24 | 21,348,266.67 | 565,619.57 | 2.6 |
| | | | | |
| **Operating expenses:** | | | | |
| Salaries and Benefits | 223,941.42 | 268,500.00 | 44,558.58 | 16.6 |
| Legal Services | 3,642.75 | 116,666.67 | 113,023.92 | 96.9 |
| Advisory Services | 449.52 | 25,333.33 | 24,883.81 | 98.2 |
| Audit and Accounting Fees | 3,035.50 | 12,500.00 | 9,464.50 | 75.7 |
| Service Fees | (814.88) [2] | 4,333.33 | 5,148.21 | 118.8 |
| Other Professional Services | 82,995.41 | 415,000.00 | 332,004.59 | 80.0 |
| Lease Expense | 80,105.08 | 111,233.33 | 31,128.25 | 28.0 |
| Operations | 789,557.63 | 1,550,666.67 | 761,109.04 | 49.1 |
| Utilities | 4,309.44 | 24,200.00 | 19,890.56 | 82.2 |
| Supplies and Materials | 338.58 | 3,533.33 | 3,194.75 | 90.4 |
| Membership and Subscription Fees | 6,131.60 | 9,433.33 | 3,301.73 | 35.0 |
| Office Equipment & Furniture (Non-Capital) | - | 26,666.67 | 26,666.67 | 100.0 |
| Maintenance/Repairs | 80,018.41 | 146,666.67 | 66,648.26 | 45.4 |
| Training Seminars and Conferences | 261.25 | 2,666.67 | 2,405.42 | 90.2 |
| Transportation Expenses | 119.10 | 966.67 | 847.57 | 87.7 |
| Lodging | 1,058.08 | 833.33 | (224.75) | (27.0) |
| Meals | 134.05 | 1,000.00 | 865.95 | 86.6 |
| Other Staff Expenses | 75.13 | 166.67 | 91.54 | 54.9 |
| Advertising | - | 50,000.00 | 50,000.00 | 100.0 |
| Program Management | 13,393.28 | 17,466.67 | 4,073.39 | 23.3 |
| Program Operations | (1,157,444.18) [2] | 2,779,566.67 | 3,937,010.85 | 141.6 |
| Litigation Settlement | - | - | - | N/A |
| Furniture & Equipment | 3,965.57 | 25,000.00 | 21,034.43 | 84.1 |
| Improvements | - | 13,333.33 | 13,333.33 | 100.0 |
| Bad Debt Expense | 713.07 | - | (713.07) | N/A |
| **Total operating expenses** | 135,985.81 | 5,605,733.33 | 5,469,747.52 | 97.6 |
| | | | | |
| **Operating income (loss)** | 21,777,900.43 | 15,742,533.33 | 6,035,367.10 | 38.3 |
| | | | | |
| **Nonoperating revenues (expenses):** | | | | |
| Interest Revenue | (575,158.51) | 37,400.00 | (612,558.51) | 1,637.9 |
| Other Miscellaneous Revenue | - | - | - | N/A |
| Loss on Refunding | - | - | - | N/A |
| Principal Expense | - | - | - | N/A |
| Interest Expense | (6,178,735.36) | (7,400,333.33) | 1,221,597.97 | (16.5) |
| **Total nonoperating revenues (expenses)** | (6,753,893.87) | (7,362,933.33) | 609,039.46 | 8.3 |
| | | | | |
| Transfers In | 42.90 | - | 42.90 | N/A |
| Transfers Out | (228,300.00) | (414,900.00) | 186,600.00 | (45.0) |
| | | | | |
| **Net income (loss)** | **$ 14,795,749.46** | **$ 7,964,700.00** | **$ 6,831,049.46** | **85.8** |

[1] Unaudited

[2] Negatives are the result of FY22 accruals

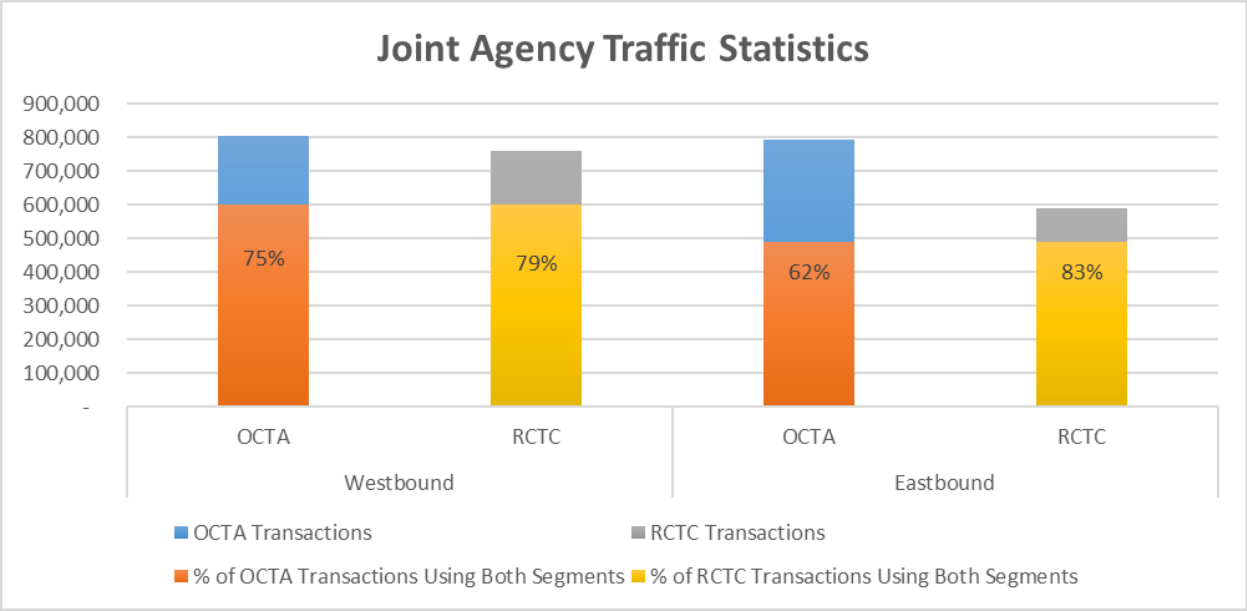
## JOINT AGENCY TRIP AND REVENUE STATISTICS

# MULTI AGENCY TRIP AND REVENUE STATISTICS

**MONTH ENDING** **October 31, 2022**

| MTD | Transactions by Agency | Transactions Using Both Segments | % Using Both Segments | Revenue |
|---|---|---|---|---|
| **Westbound** | | | | |
| OCTA | 803,666 | 603,405 | 75% | $2,295,970.45 |
| RCTC | 761,938 | 603,405 | 79% | $3,275,622.75 |
| **Eastbound** | | | | |
| OCTA | 793,278 | 491,317 | 62% | $2,800,490.69 |
| RCTC | 591,560 | 491,317 | 83% | $2,304,324.23 |

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY PERFORMANCE MEASURES

| REPORTING REQUIREMENT | REPORTING PERIOD | PERFORMANCE STANDARD | OCTOBER 2022 PERFORMANCE |
|---|---|---|---|
| **Customer Service** | | | |
| Service Level /Speed of Answer | Monthly | 80% answered within 60 seconds | 60% answered within 60 seconds |
| Abandon Percentage | Monthly | 4 % <= | 6% |
| Customer Satisfaction Score | Monthly | 4.5 => | 4.92 |
| First Contact Resolution | Monthly | 85% of calls resolved on the first contact | 91% |
| **Timeliness of Case Resolution** | Monthly | 90% of cases resolved in one (1) business day | 71% |
| | Monthly | 98% of cases resolved within five (5) business days | 100% |
| **Mail Performance** | | | |
| 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% |
| **Accounting** | | | |
| 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, abandoned calls, and case resolution were not achieved due to increased call volumes and staffing shortages for customer service representatives. Cofiroute is continuously recruiting customer service representatives to meet the increasing service demands.

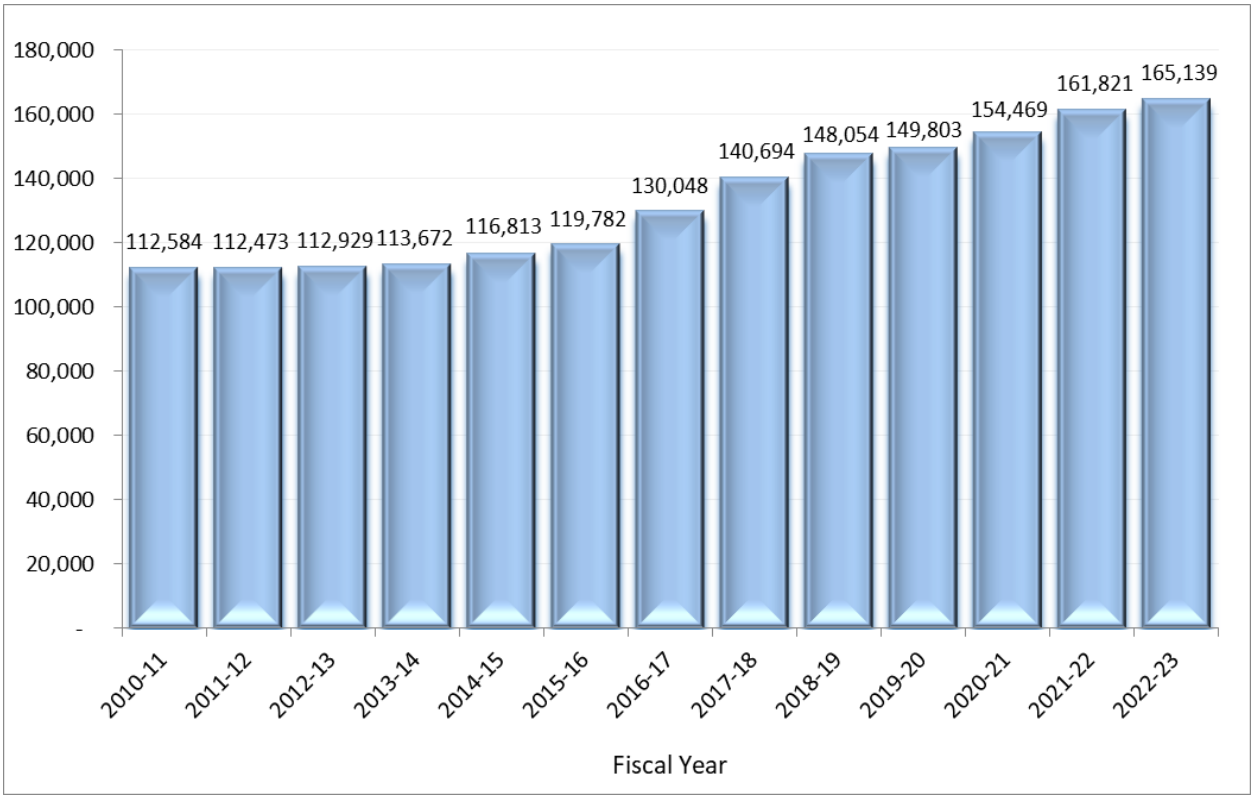
## JOINT AGENCY TRANSPONDER DISTRIBUTION

| 6C TRANSPONDER DISTRIBUTION | October-22 | | September-22 | | FY 2022-23 | |
|---|---|---|---|---|---|---|
| | Tags | % of Total | Tags | % of Total | Average To-Date | |
| **Issued** | | | | | | |
| To New Accounts | 436 | 6.4% | 475 | 6.1% | 275 | 6.7% |
| Additional Tags to Existing Accounts | 6,356 | 93.6% | 7,356 | 93.9% | 3,828 | 93.3% |
| Replacement Transponders | 0 | 0.0% | 2 | 0.0% | 1 | 0.0% |
| Total Issued | **6,792** | | **7,833** | | **4,103** | |
| **Returned** | | | | | | |
| Account Closures | | | | | | |
| Accounts Downsizing | | | | | | |
| Defective Transponders | | | | | | |
| Total Returned | | | | | | |

At the end of October 2022, the 91 EL had 165,139 active customer accounts, and 650,825 transponders classified as assigned.

**Number of Accounts by FY**

**As of October 31, 2022**



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

# 91 Express Lanes

Status Report
November 2022

As of November 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 November 2022 was 1,551,978. This represents a daily average of 51,733 vehicles. This is a seven percent decrease in total traffic volume from the same period last year, which totaled 1,668,735. Potential toll revenue for November was $4,984,809, which represents a decrease of 2.7 percent from the prior year's total of $5,125,256. The decreases in traffic volume and potential toll revenues can be attributed to the higher levels of inflation, which has led to lower usage of the Express Lanes, in addition to several overnight closures of the westbound Orange County Transportation Authority (OCTA) Express Lanes. These closures were necessary to complete the testing of the Electronic Toll and Traffic Management (ETTM) equipment on the newly constructed westbound entrance toll gantry. Carpool percentage for November was 23.9 percent as compared to the previous year's rate of 23.4 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 OCTA 91 EL and associated potential revenue for the month of November 2022.

**Current MTD as of November 30, 2022**

| Trips | NOV-22 MTD Actual | NOV-21 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll Lanes | 1,181,149 | 1,277,655 | (7.6%) |
| 3+ Lanes | 370,829 | 391,080 | (5.2%) |
| Total Gross Trips | 1,551,978 | 1,668,735 | (7.0%) |
| **Revenue** | | | |
| Full Toll Lanes | $4,922,750 | $5,079,291 | (3.1%) |
| 3+ Lanes | $62,059 | $45,965 | 35.0% |
| Total Gross Revenue | $4,984,809 | $5,125,256 | (2.7%) |
| **Average Revenue per Trip** | | | |
| Average Full Toll Lanes | $4.17 | $3.98 | 4.8% |
| Average 3+ Lanes | $0.17 | $0.12 | 41.7% |
| Average Gross Revenue | $3.21 | $3.07 | 4.6% |

The 2023 fiscal year-to-date (YTD) traffic volume decreased by 4.1 percent, and potential toll revenue decreased by 1.4 percent when compared with the same period the prior year. YTD average revenue per trip is $3.17.

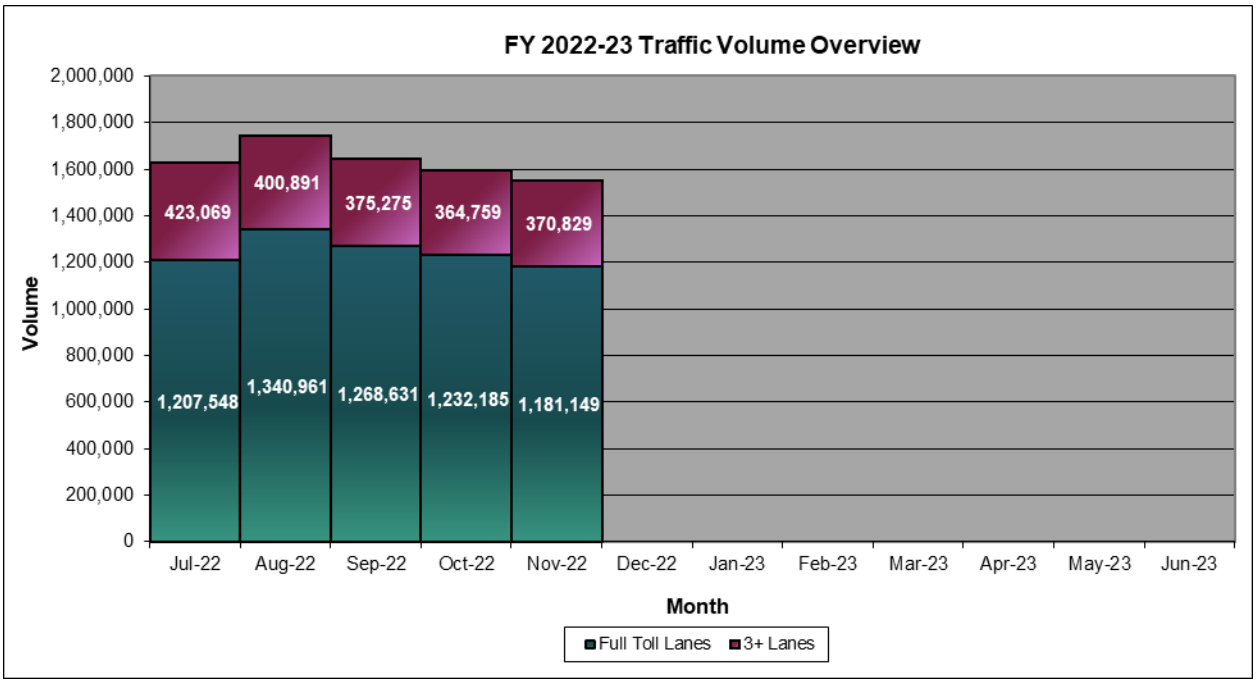
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2022 through November 2022.

**Fiscal Year (FY) 2022-23 YTD as of November 30, 2022**

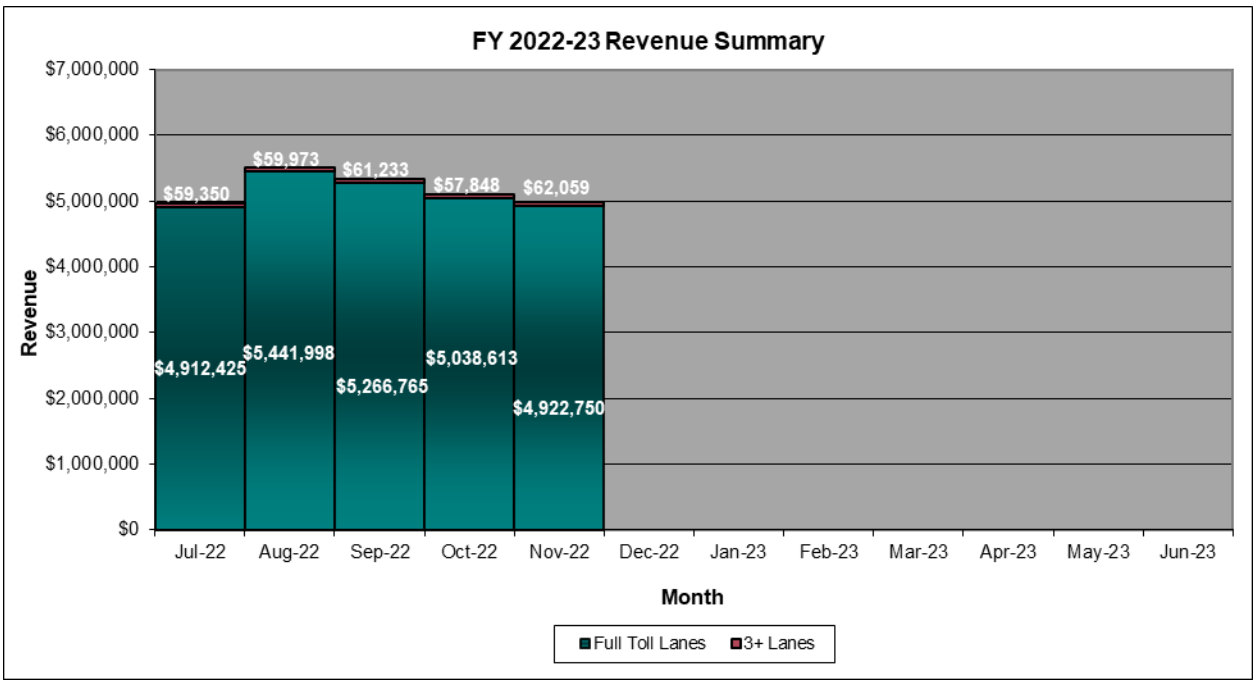
| Trips | FY 2022-23 YTD Actual | FY 2021-22 YTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll Lanes | 6,230,474 | 6,577,643 | (5.3%) |
| 3+ Lanes | 1,934,823 | 1,933,668 | 0.1% |
| Total Gross Trips | 8,165,297 | 8,511,311 | (4.1%) |
| **Revenue** | | | |
| Full Toll Lanes | $25,582,551 | $26,010,967 | (1.6%) |
| 3+ Lanes | $300,462 | $246,838 | 21.7% |
| Total Gross Revenue | $25,883,013 | $26,257,805 | (1.4%) |
| **Average Revenue per Trip** | | | |
| Average Full Toll Lanes | $4.11 | $3.95 | 4.1% |
| Average 3+ Lanes | $0.16 | $0.13 | 23.1% |
| Average Gross Revenue | $3.17 | $3.09 | 2.6% |

## 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 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2022-23 on a monthly basis.



## OCTA PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound directions reached or exceeded 90 percent of defined capacity seven times during the month of November 2022. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 92 percent of defined capacity.

## OCTA EASTBOUND PEAK-HOUR VOLUMES

| | Monday 10/31/22 | | | | Tuesday 11/01/22 | | | | Wednesday 11/02/22 | | | | Thursday 11/03/22 | | | | Friday 11/04/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | | | | | $5.30 | 429 | 2,858 | 84% | $5.30 | 424 | 2,914 | 86% | $7.70 | 443 | 2,952 | 87% | $8.60 | 474 | 2,872 | 84% |
| 1500 - 1600 | | | | | $5.75 | 400 | 2,434 | 72% | $7.45 | 456 | 2,943 | 87% | **$7.45** | **505** | **3,070** | **90%** | **$8.15** | **564** | **3,101** | **91%** |
| 1600 - 1700 | | | | | $5.25 | 358 | 2,043 | 60% | $6.50 | 409 | 2,845 | 84% | $7.00 | 412 | 2,832 | 83% | $6.95 | 481 | 2,770 | 81% |
| 1700 - 1800 | | | | | $4.90 | 465 | 2,978 | 88% | $5.40 | 431 | 2,852 | 84% | $6.70 | 423 | 2,847 | 84% | $6.95 | 444 | 2,559 | 75% |
| 1800 - 1900 | | | | | $4.05 | 596 | 2,826 | 83% | $4.05 | 577 | 2,852 | 84% | $4.50 | 565 | 2,750 | 81% | $6.95 | 618 | 2,774 | 82% |
| 1900 - 2000 | | | | | $3.95 | 585 | 2,383 | 70% | $3.95 | 454 | 1,996 | 59% | $5.75 | 623 | 2,687 | 79% | $6.45 | 613 | 2,336 | 69% |

| | Monday 11/07/22 | | | | Tuesday 11/08/22 | | | | Wednesday 11/09/22 | | | | Thursday 11/10/22 | | | | Friday 11/11/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | 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 | 2,858 | 84% | $5.30 | 323 | 2,411 | 71% | $5.30 | 433 | 2,845 | 84% | $7.70 | 446 | 2,774 | 82% | $8.60 | 553 | 2,677 | 79% |
| 1500 - 1600 | $5.65 | 485 | 2,812 | 83% | $5.75 | 377 | 2,423 | 71% | $7.45 | 456 | 2,908 | 86% | $7.45 | 482 | 2,706 | 80% | $8.15 | 589 | 2,745 | 81% |
| 1600 - 1700 | $5.10 | 414 | 2,507 | 74% | $5.25 | 413 | 2,622 | 77% | $6.50 | 410 | 2,967 | 87% | $7.00 | 448 | 2,637 | 78% | $6.95 | 573 | 2,785 | 82% |
| 1700 - 1800 | $4.95 | 494 | 2,869 | 84% | $4.90 | 464 | 2,602 | 77% | $5.40 | 504 | 3,012 | 89% | $6.70 | 497 | 2,934 | 86% | $6.95 | 557 | 2,428 | 71% |
| 1800 - 1900 | $5.65 | 559 | 2,682 | 79% | $4.05 | 572 | 2,563 | 75% | $4.05 | 591 | 2,836 | 83% | $4.50 | 623 | 2,955 | 87% | $6.95 | 616 | 2,092 | 62% |
| 1900 - 2000 | $3.95 | 376 | 1,458 | 43% | $3.95 | 341 | 1,333 | 39% | $3.95 | 511 | 2,000 | 59% | $5.75 | 693 | 2,790 | 82% | $6.45 | 569 | 1,623 | 48% |

| | Monday 11/14/22 | | | | Tuesday 11/15/22 | | | | Wednesday 11/16/22 | | | | Thursday 11/17/22 | | | | Friday 11/18/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.30 | 436 | 2,909 | 86% | $5.30 | 382 | 2,801 | 82% | $5.30 | 406 | 2,889 | 85% | $7.70 | 408 | 2,822 | 83% | $8.60 | 480 | 2,888 | 85% |
| 1500 - 1600 | $5.65 | 378 | 2,527 | 74% | **$5.75** | **464** | **3,049** | **90%** | $7.45 | 447 | 2,863 | 84% | $7.45 | 470 | 3,040 | 89% | $8.15 | 511 | 2,848 | 84% |
| 1600 - 1700 | $5.10 | 446 | 2,662 | 78% | $5.25 | 401 | 2,697 | 79% | $6.50 | 435 | 2,890 | 85% | $7.00 | 451 | 2,891 | 85% | $6.95 | 473 | 2,788 | 82% |
| 1700 - 1800 | $4.95 | 460 | 2,827 | 83% | $4.90 | 455 | 2,788 | 82% | $5.40 | 483 | 2,814 | 83% | $6.70 | 488 | 2,852 | 84% | $6.95 | 497 | 2,582 | 76% |
| 1800 - 1900 | $5.65 | 665 | 2,969 | 87% | $4.05 | 554 | 2,711 | 80% | $4.05 | 591 | 2,750 | 81% | $4.50 | 613 | 2,807 | 83% | $6.95 | 677 | 2,940 | 86% |
| 1900 - 2000 | $3.95 | 456 | 1,893 | 56% | $3.95 | 643 | 2,765 | 81% | $3.95 | 552 | 2,554 | 75% | $5.75 | 673 | 2,800 | 82% | $6.45 | 660 | 2,378 | 70% |

| | Monday 11/21/22 | | | | Tuesday 11/22/22 | | | | Wednesday 11/23/22 | | | | Thursday 11/24/22 | | | | Friday 11/25/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.30 | 483 | 2,864 | 84% | $5.30 | 521 | 2,971 | 87% | $7.90 | 576 | 2,999 | 88% | $5.60 | 860 | 2,326 | 68% | $5.25 | 465 | 1,502 | 44% |
| 1500 - 1600 | $5.65 | 490 | 2,884 | 85% | $5.75 | 455 | 2,925 | 86% | $9.00 | 545 | 2,905 | 85% | $5.25 | 800 | 2,074 | 61% | $5.25 | 492 | 1,485 | 44% |
| 1600 - 1700 | $5.10 | 491 | 2,868 | 84% | $5.25 | 469 | 2,808 | 83% | $9.00 | 571 | 2,721 | 80% | $5.25 | 782 | 1,913 | 56% | $5.25 | 403 | 1,252 | 37% |
| 1700 - 1800 | $4.95 | 494 | 2,880 | 85% | $4.90 | 540 | 3,023 | 89% | $9.00 | 319 | 1,413 | 42% | $5.25 | 748 | 1,771 | 52% | $5.25 | 439 | 1,327 | 39% |
| 1800 - 1900 | $5.65 | 638 | 2,788 | 82% | $4.05 | 650 | 3,011 | 89% | $6.40 | 696 | 2,659 | 78% | $5.60 | 678 | 1,593 | 47% | $5.25 | 463 | 1,123 | 33% |
| 1900 - 2000 | $3.95 | 510 | 1,725 | 51% | $3.95 | 641 | 2,455 | 72% | $6.10 | 565 | 1,897 | 56% | $5.60 | 747 | 1,549 | 46% | $5.25 | 420 | 973 | 29% |

| | Monday 11/28/22 | | | | Tuesday 11/29/22 | | | | Wednesday 11/30/22 | | | | Thursday 12/01/22 | | | | Friday 12/02/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.30 | 385 | 2,620 | 77% | $5.30 | 366 | 2,703 | 80% | $5.30 | 425 | 2,873 | 85% | | | | | | | | |
| 1500 - 1600 | $5.65 | 449 | 2,800 | 82% | $5.75 | 419 | 2,887 | 85% | **$7.45** | **467** | **3,057** | **90%** | | | | | | | | |
| 1600 - 1700 | $5.10 | 420 | 2,814 | 83% | $5.25 | 441 | 2,898 | 85% | $6.50 | 445 | 2,821 | 83% | | | | | | | | |
| 1700 - 1800 | $4.95 | 474 | 2,953 | 87% | $4.90 | 484 | 2,858 | 84% | $5.40 | 489 | 2,977 | 88% | | | | | | | | |
| 1800 - 1900 | $5.65 | 598 | 2,455 | 72% | $4.05 | 594 | 2,872 | 84% | $4.05 | 593 | 2,870 | 84% | | | | | | | | |
| 1900 - 2000 | $3.95 | 362 | 1,308 | 38% | $3.95 | 515 | 2,177 | 64% | $3.95 | 572 | 2,411 | 71% | | | | | | | | |

# OCTA WESTBOUND PEAK-HOUR VOLUMES

| | Monday 10/31/22 | | | | Tuesday 11/01/22 | | | | Wednesday 11/02/22 | | | | Thursday 11/03/22 | | | | Friday 11/04/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | 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 | 1,218 | 36% | $3.15 | 445 | 1,256 | 37% | $3.15 | 439 | 1,231 | 36% | $3.25 | 362 | 1,022 | 30% |
| 0500 - 0600 | | | | | $5.10 | 796 | 2,791 | 82% | $5.10 | 781 | 2,690 | 79% | $5.10 | 762 | 2,658 | 78% | $5.00 | 637 | 2,318 | 68% |
| 0600 - 0700 | | | | | **$5.30** | **699** | **3,084** | **91%** | $5.30 | 652 | 2,921 | 86% | $5.30 | 383 | 1,595 | 47% | $5.25 | 632 | 2,640 | 78% |
| 0700 - 0800 | | | | | $5.80 | 590 | 2,725 | 80% | $5.80 | 682 | 2,854 | 84% | $5.80 | 642 | 2,689 | 79% | $5.80 | 447 | 2,275 | 67% |
| 0800 - 0900 | | | | | $5.30 | 319 | 2,489 | 73% | $5.30 | 334 | 2,781 | 82% | $5.30 | 387 | 2,801 | 82% | $5.25 | 289 | 1,919 | 56% |
| 0900 - 1000 | | | | | $4.20 | 357 | 2,470 | 73% | $4.20 | 317 | 2,545 | 75% | $4.20 | 319 | 2,628 | 77% | $4.35 | 295 | 1,850 | 54% |

| | Monday 11/07/22 | | | | Tuesday 11/08/22 | | | | Wednesday 11/09/22 | | | | Thursday 11/10/22 | | | | Friday 11/11/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 412 | 1,164 | 34% | $3.15 | 391 | 1,062 | 31% | $3.15 | 415 | 1,117 | 33% | $3.15 | 408 | 1,141 | 34% | $3.25 | 223 | 640 | 19% |
| 0500 - 0600 | $5.10 | 701 | 2,599 | 76% | $5.10 | 712 | 2,452 | 72% | $5.10 | 737 | 2,717 | 80% | $5.10 | 756 | 2,695 | 79% | $5.00 | 375 | 1,470 | 43% |
| 0600 - 0700 | $5.30 | 602 | 2,846 | 84% | $5.30 | 599 | 2,678 | 79% | $5.30 | 644 | 2,999 | 88% | $5.30 | 654 | 2,993 | 88% | $5.25 | 314 | 1,705 | 50% |
| 0700 - 0800 | $5.80 | 638 | 2,794 | 82% | $5.80 | 535 | 2,493 | 73% | $5.80 | 526 | 2,692 | 79% | $5.80 | 576 | 2,822 | 83% | $5.80 | 286 | 1,427 | 42% |
| 0800 - 0900 | $5.30 | 305 | 2,539 | 75% | $5.30 | 290 | 2,208 | 65% | $5.30 | 290 | 2,437 | 72% | $5.30 | 307 | 2,318 | 68% | $5.25 | 359 | 1,572 | 46% |
| 0900 - 1000 | $4.20 | 290 | 2,224 | 65% | $4.20 | 244 | 1,898 | 56% | $4.20 | 237 | 1,968 | 58% | $4.20 | 301 | 2,207 | 65% | $4.35 | 444 | 1,770 | 52% |

| | Monday 11/14/22 | | | | Tuesday 11/15/22 | | | | Wednesday 11/16/22 | | | | Thursday 11/17/22 | | | | Friday 11/18/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 401 | 1,158 | 34% | $3.15 | 434 | 1,241 | 37% | $3.15 | 430 | 1,225 | 36% | $3.15 | 409 | 1,225 | 36% | $3.25 | 366 | 1,062 | 31% |
| 0500 - 0600 | $5.10 | 722 | 2,727 | 80% | $5.10 | 767 | 2,776 | 82% | $5.10 | 713 | 2,720 | 80% | $5.10 | 780 | 2,808 | 83% | $5.00 | 713 | 2,491 | 73% |
| 0600 - 0700 | $5.30 | 627 | 3,001 | 88% | $5.30 | 622 | 2,966 | 87% | $5.30 | 595 | 2,712 | 80% | **$5.30** | **685** | **3,101** | **91%** | $5.25 | 581 | 2,622 | 77% |
| 0700 - 0800 | $5.80 | 578 | 2,839 | 84% | $5.80 | 540 | 2,438 | 72% | $5.80 | 619 | 2,959 | 87% | $5.80 | 657 | 2,915 | 86% | $5.80 | 446 | 2,053 | 60% |
| 0800 - 0900 | $5.30 | 277 | 2,364 | 70% | $5.30 | 355 | 2,824 | 83% | $5.30 | 357 | 2,868 | 84% | $5.30 | 315 | 2,458 | 72% | $5.25 | 268 | 1,867 | 55% |
| 0900 - 1000 | $4.20 | 270 | 2,078 | 61% | $4.20 | 282 | 2,350 | 69% | $4.20 | 269 | 2,109 | 62% | $4.20 | 299 | 2,204 | 65% | $4.35 | 260 | 1,794 | 53% |

| | Monday 11/21/22 | | | | Tuesday 11/22/22 | | | | Wednesday 11/23/22 | | | | Thursday 11/24/22 | | | | Friday 11/25/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 422 | 1,352 | 40% | $3.15 | 383 | 1,145 | 34% | $3.25 | 342 | 1,002 | 29% | $1.80 | 42 | 99 | 3% | $1.80 | 50 | 163 | 5% |
| 0500 - 0600 | $5.10 | 733 | 2,701 | 79% | $5.10 | 731 | 2,662 | 78% | $5.45 | 640 | 2,296 | 68% | $1.80 | 66 | 164 | 5% | $1.80 | 106 | 334 | 10% |
| 0600 - 0700 | $5.30 | 476 | 2,506 | 74% | $5.30 | 531 | 2,734 | 80% | $5.60 | 466 | 2,310 | 68% | $1.80 | 61 | 224 | 7% | $2.70 | 96 | 424 | 12% |
| 0700 - 0800 | $5.80 | 422 | 2,654 | 78% | $5.80 | 346 | 2,090 | 61% | $6.10 | 313 | 1,573 | 46% | $1.80 | 77 | 289 | 9% | $3.25 | 105 | 489 | 14% |
| 0800 - 0900 | $5.30 | 328 | 2,150 | 63% | $5.30 | 327 | 1,815 | 53% | $6.10 | 294 | 1,607 | 47% | $1.80 | 169 | 476 | 14% | $3.25 | 204 | 750 | 22% |
| 0900 - 1000 | $4.20 | 336 | 1,883 | 55% | $4.20 | 343 | 1,839 | 54% | $5.60 | 323 | 1,642 | 48% | $2.70 | 262 | 714 | 21% | $4.05 | 314 | 1,045 | 31% |

| | Monday 11/28/22 | | | | Tuesday 11/29/22 | | | | Wednesday 11/30/22 | | | | Thursday 12/01/22 | | | | Friday 12/02/22 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 435 | 1,430 | 42% | $3.15 | 420 | 1,209 | 36% | $3.15 | 423 | 1,211 | 36% | | | | | | | | |
| 0500 - 0600 | $5.10 | 749 | 3,021 | 89% | $5.10 | 703 | 2,508 | 74% | $5.10 | 773 | 2,703 | 80% | | | | | | | | |
| 0600 - 0700 | $5.30 | 477 | 2,218 | 65% | $5.30 | 706 | 3,015 | 89% | $5.30 | 660 | 2,866 | 84% | | | | | | | | |
| 0700 - 0800 | **$5.80** | **683** | **3,125** | **92%** | $5.80 | 550 | 2,764 | 81% | $5.80 | 516 | 2,256 | 66% | | | | | | | | |
| 0800 - 0900 | $5.30 | 328 | 2,487 | 73% | $5.30 | 284 | 2,197 | 65% | $5.30 | 359 | 2,717 | 80% | | | | | | | | |
| 0900 - 1000 | $4.20 | 283 | 1,912 | 56% | $4.20 | 194 | 1,461 | 43% | $4.20 | 273 | 2,046 | 60% | | | | | | | | |

## OCTA OPERATIONAL HIGHLIGHTS

### 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 includes constructing new toll gantries infrastructure at the three entrances of the OCTA 91 Express Lanes.

In October, Kapsch TrafficCom USA, Inc. (Kapsch), the toll lanes system integrator for the 91 Express Lanes, installed the new ETTM system equipment on the westbound entrance gantry. In November, testing of the new equipment was completed. This testing required several nights of closures on the westbound direction which affected volumes and revenues on the OCTA segment of the 91 Express Lanes.

# FINANCIAL HIGHLIGHTS OCTA

**91 Express Lanes**
**Operating Statement**

| | YTD as of : | 11/30/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual [1]** | **Budget [1]** | **Dollar $** | **Percent (%)** |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 23,474,930.05 | $ 21,140,830.00 | $ 2,334,100.05 | 11.0 |
| Fee Revenue | 1,990,993.33 | 1,610,420.00 | 380,573.33 | 23.6 |
| **Total operating revenues** | 25,465,923.38 | 22,751,250.00 | 2,714,673.38 | 11.9 |
| **Operating expenses:** | | | | |
| Contracted Services | 2,011,566.59 | 3,149,166.00 | 1,137,599.41 | 36.1 |
| Administrative Fee | 1,226,714.00 | 1,496,455.00 | 269,741.00 | 18.0 |
| Other Professional Services | 619,394.89 | 2,145,690.00 | 1,526,295.11 | 71.1 |
| Credit Card Processing Fees | 657,851.25 | 552,085.00 | (105,766.25) | (19.2) |
| Toll Road Account Servicing | 53,647.59 | 366,665.00 | 313,017.41 | 85.4 |
| Other Insurance Expense | 203,852.45 | 104,165.00 | (99,687.45) | (95.7) |
| Toll Road Maintenance Supply Repairs | 154,422.44 | 168,750.00 | 14,327.56 | 8.5 |
| Patrol Services | 481,202.95 | 458,335.00 | (22,867.95) | (5.0) |
| Building Equipment Repairs and Maint | 200,009.20 | 363,955.00 | 163,945.80 | 45.0 |
| 6C Transponders | - | 31,250.00 | 31,250.00 | 100.0 |
| Other Services | - | 326,250.00 | 326,250.00 | 100.0 |
| Utilities | 26,761.28 | 18,750.00 | (8,011.28) | (42.7) |
| Office Expense | 218,821.85 | 325,210.00 | 106,388.15 | 32.7 |
| Bad Debt Expense | 717.22 | - | (717.22) | N/A |
| Miscellaneous [2] | 6,309.22 | 63,815.00 | 57,505.78 | 90.1 |
| Leases | 194,478.60 | 222,915.00 | 28,436.40 | 12.8 |
| **Total operating expenses** | 6,055,749.53 | 9,793,456.00 | 3,737,706.47 | 38.2 |
| Depreciation and Amortization [3] | 1,321,001.61 | - | (1,321,001.61) | N/A |
| **Operating income (loss)** | 18,089,172.24 | 12,957,794.00 | 5,131,378.24 | 39.6 |
| **Nonoperating revenues (expenses):** | | | | |
| Reimbursement from Other Agencies | 2,818.48 | 100,000.00 | (97,181.52) | (97.2) |
| Interest Income | 1,086,769.10 | 784,065.00 | 302,704.10 | 38.6 |
| Interest Expense | (1,551,499.87) | (1,541,540.00) | (9,959.87) | (0.6) |
| Other | - | - | - | N/A |
| **Total nonoperating revenues (expenses)** | (461,912.29) | (657,475.00) | 195,562.71 | 29.7 |
| Transfers In | - | - | - | N/A |
| Transfers Out [4] | (3,380,893.20) | - | (3,380,893.20) | N/A |
| **Net income (loss)** | **$ 14,246,366.75** | **$ 12,300,319.00** | **$ 1,946,047.75** | **15.8** |

[1]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.
[2]Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.
[3]Depreciation and amortization are not budgeted items.
[4]Transfers Out: For M2 Project I and Project J expense reimbursements.

## Capital Asset Activity

During the five months ending November 30, 2022, capital asset activities included payments of $195,292 attributed to the ETTM system project and $297,339 attributed to the Back Office System implementation project.

# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 EL for November 2022 was 1,339,913. This represents a daily average of 44,664 vehicles. This is a 6.4 percent decrease in total traffic volume from the same period last year, which totaled 1,431,424. Potential toll revenue for November was $5,302,168, which represents a decrease of 1.9 percent from the prior year's total of $5,402,307. Carpool percentage for November was 23.1 percent as compared to the previous year's rate of 22 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 November 2022.

**Current MTD as of November 30, 2022**

| Trips | NOV-22 MTD Actual | Stantec MTD Projected | # Variance | % Variance | NOV-21 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| Full Toll Lanes | 1,031,063 | 888,143 | 142,920 | 16.1% | 1,116,965 | (7.7%) |
| 3+ Lanes | 308,850 | 321,857 | (13,007) | (4.0%) | 314,459 | (1.8%) |
| Total Gross Trips | 1,339,913 | 1,210,000 | 129,913 | 10.7% | 1,431,424 | (6.4%) |
| **Revenue** | | | | | | |
| Full Toll Lanes | $5,256,935 | $4,243,000 | $1,013,935 | 23.9% | $5,367,195 | (2.1%) |
| 3+ Lanes | $45,233 | $0 | $45,233 | | $35,112 | 28.8% |
| Total Gross Revenue | $5,302,168 | $4,243,000 | $1,059,168 | 25.0% | $5,402,307 | (1.9%) |
| **Average Revenue per Trip** | | | | | | |
| Average Full Toll Lanes | $5.10 | $4.78 | $0.32 | 6.7% | $4.81 | 6.0% |
| Average 3+ Lanes | $0.15 | $0.00 | $0.15 | | $0.11 | 36.4% |
| Average Gross Revenue | $3.96 | $3.51 | $0.45 | 12.8% | $3.77 | 5.0% |

The 2023 fiscal YTD traffic volume decreased by five percent, and potential toll revenue increased by 3.4 percent, when compared with the same period the prior year. YTD average revenue per trip is $3.99.

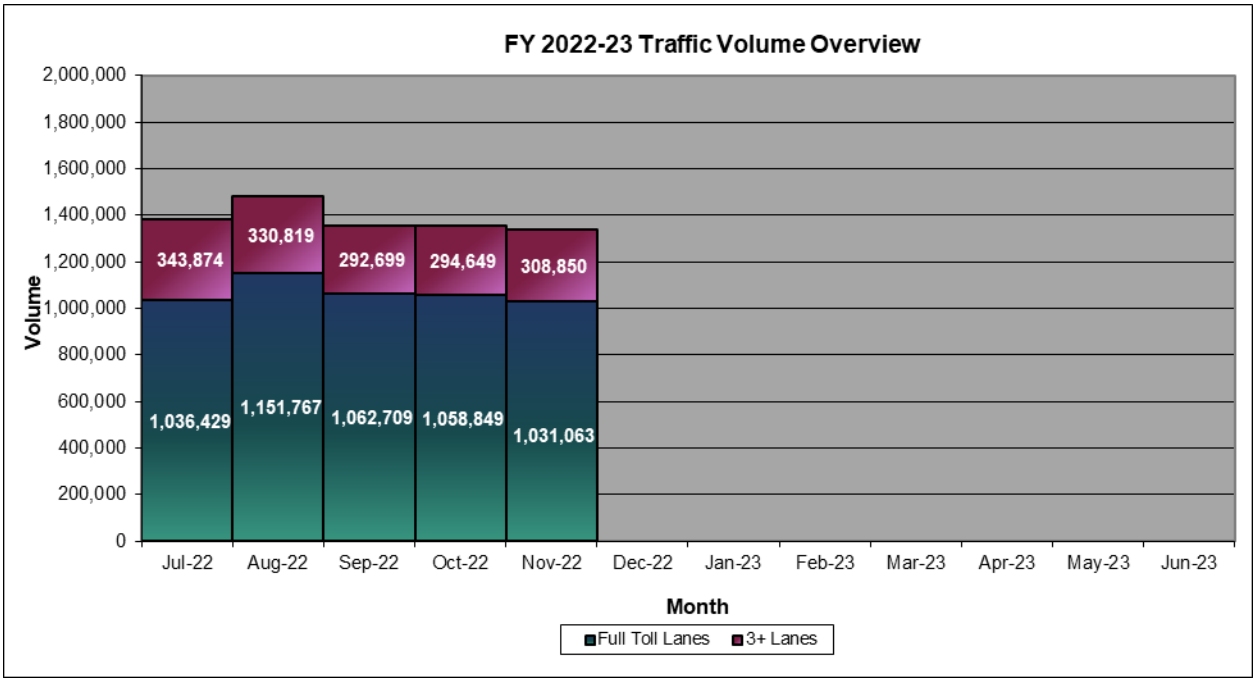
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2022 through November 2022.

**FY 2022-23 YTD as of November 30, 2022**

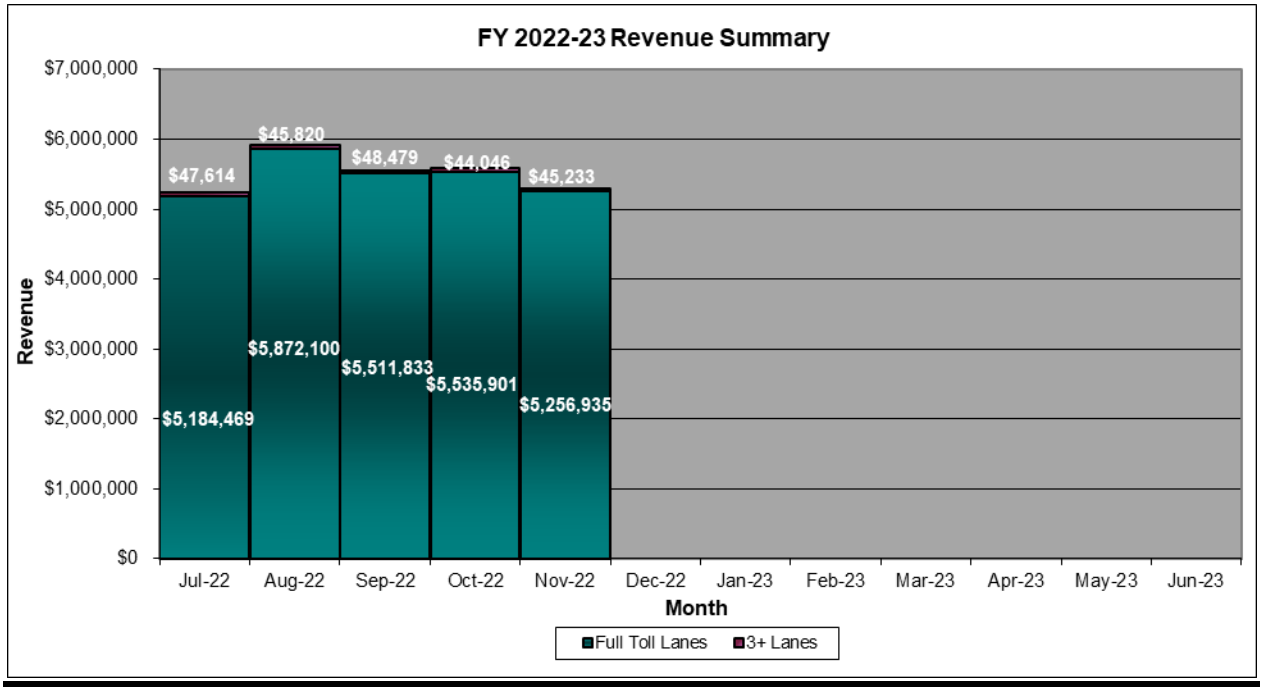
| Trips | FY 2022-23 YTD Actual | Stantec YTD Projected | # Variance | % Variance | FY 2021-22 YTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| Full Toll Lanes | 5,340,817 | 4,664,743 | 676,074 | 14.5% | 5,737,389 | (6.9%) |
| 3+ Lanes | 1,570,891 | 1,685,429 | (114,538) | (6.8%) | 1,538,167 | 2.1% |
| Total Gross Trips | 6,911,708 | 6,350,171 | 561,537 | 8.8% | 7,275,556 | (5.0%) |
| **Revenue** | | | | | | |
| Full Toll Lanes | $27,361,237 | $22,253,086 | $5,108,151 | 23.0% | $26,487,284 | 3.3% |
| 3+ Lanes | $231,193 | $0 | $231,193 | | $202,058 | 14.4% |
| Total Gross Revenue | $27,592,430 | $22,253,086 | $5,339,344 | 24.0% | $26,689,342 | 3.4% |
| **Average Revenue per Trip** | | | | | | |
| Average Full Toll Lanes | $5.12 | $4.77 | $0.35 | 7.3% | $4.62 | 10.8% |
| Average 3+ Lanes | $0.15 | $0.00 | $0.15 | | $0.13 | 15.4% |
| Average Gross Revenue | $3.99 | $3.50 | $0.49 | 14.0% | $3.67 | 8.7% |

## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2022-23 on a monthly basis.



## RCTC PEAK-HOUR VOLUMES

In November, 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**

| | Monday | | | 10/31/22 | | Tuesday | | | 11/01/22 | | Wednesday | | | 11/02/22 | | Thursday | | | 11/03/22 | | Friday | | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | | | | | | $7.35 | 174 | 1060 | 1,234 | E | $9.55 | 224 | 1113 | 1,337 | F | $13.85 | 230 | 1,072 | 1,302 | F | $27.90 | 273 | 1,038 | 1,311 | F |
| 1500 - 1600 | | | | | | $10.20 | 210 | 896 | 1,106 | D | $13.40 | 213 | 992 | 1,205 | E | $17.30 | 242 | 1,057 | 1,299 | E | $27.60 | 290 | 973 | 1,263 | E |
| 1600 - 1700 | | | | | | $5.65 | 176 | 866 | 1,042 | D | $5.65 | 186 | 1013 | 1,199 | D | $8.05 | 222 | 998 | 1,220 | E | $16.25 | 249 | 892 | 1,141 | D |
| 1700 - 1800 | | | | | | $5.65 | 219 | 993 | 1,212 | E | $5.65 | 178 | 874 | 1,052 | D | $5.65 | 183 | 912 | 1,095 | D | $7.35 | 191 | 952 | 1,143 | D |
| 1800 - 1900 | | | | | | $5.65 | 268 | 794 | 1,062 | D | $5.65 | 266 | 801 | 1,067 | D | $5.65 | 279 | 890 | 1,169 | D | $5.65 | 270 | 924 | 1,194 | D |
| 1900 - 2000 | | | | | | $4.45 | 258 | 746 | 1,004 | D | $4.45 | 202 | 682 | 884 | C | $5.65 | 307 | 940 | 1,247 | E | $4.45 | 295 | 872 | 1,167 | D |

| | Monday | | | 11/07/22 | | Tuesday | | | 11/08/22 | | Wednesday | | | 11/09/22 | | Thursday | | | 11/10/22 | | Friday | | | 11/11/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 152 | 863 | 1,015 | D | $7.35 | 176 | 872 | 1,048 | D | $9.55 | 196 | 1,024 | 1,220 | E | $13.85 | 255 | 1,120 | 1,375 | F | $27.90 | 288 | 935 | 1,223 | E |
| 1500 - 1600 | $8.05 | 219 | 862 | 1,081 | D | $10.20 | 171 | 702 | 873 | C | $13.40 | 241 | 953 | 1,194 | D | $17.30 | 285 | 983 | 1,268 | E | $27.60 | 325 | 907 | 1,232 | E |
| 1600 - 1700 | $5.65 | 159 | 818 | 977 | C | $5.65 | 196 | 780 | 976 | C | $5.65 | 195 | 928 | 1,123 | D | $8.05 | 238 | 1,011 | 1,249 | E | $16.25 | 317 | 942 | 1,259 | E |
| 1700 - 1800 | $5.65 | 215 | 763 | 978 | C | $5.65 | 205 | 758 | 963 | C | $5.65 | 217 | 895 | 1,112 | D | $5.65 | 236 | 1,017 | 1,253 | E | $7.35 | 274 | 805 | 1,079 | D |
| 1800 - 1900 | $5.65 | 266 | 807 | 1,073 | D | $5.65 | 263 | 708 | 971 | C | $5.65 | 221 | 835 | 1,056 | D | $5.65 | 285 | 957 | 1,242 | E | $5.65 | 271 | 648 | 919 | C |
| 1900 - 2000 | $2.40 | 189 | 478 | 667 | B | $4.45 | 172 | 442 | 614 | B | $4.45 | 206 | 694 | 900 | C | $5.65 | 335 | 934 | 1,269 | E | $4.45 | 260 | 520 | 780 | B |

| | Monday | | | 11/14/22 | | Tuesday | | | 11/15/22 | | Wednesday | | | 11/16/22 | | Thursday | | | 11/17/22 | | Friday | | | 11/18/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 188 | 1,047 | 1,235 | E | $7.35 | 195 | 1,063 | 1,258 | E | $9.55 | 204 | 1,107 | 1,311 | F | $13.85 | 203 | 1,079 | 1,282 | E | $27.90 | 267 | 1,063 | 1,330 | F |
| 1500 - 1600 | $8.05 | 216 | 941 | 1,157 | D | $10.20 | 240 | 1,001 | 1,241 | E | $13.40 | 215 | 945 | 1,160 | D | $17.30 | 269 | 1,021 | 1,290 | E | $27.60 | 300 | 979 | 1,279 | E |
| 1600 - 1700 | $5.65 | 199 | 884 | 1,083 | D | $5.65 | 191 | 942 | 1,133 | D | $5.65 | 216 | 973 | 1,189 | D | $8.05 | 209 | 881 | 1,090 | D | $16.25 | 278 | 944 | 1,222 | E |
| 1700 - 1800 | $5.65 | 198 | 911 | 1,109 | D | $5.65 | 211 | 906 | 1,117 | D | $5.65 | 216 | 864 | 1,080 | D | $5.65 | 228 | 973 | 1,201 | E | $7.35 | 217 | 831 | 1,048 | D |
| 1800 - 1900 | $5.65 | 265 | 833 | 1,098 | D | $5.65 | 242 | 827 | 1,069 | D | $5.65 | 253 | 801 | 1,054 | D | $5.65 | 272 | 818 | 1,090 | D | $5.65 | 313 | 963 | 1,276 | E |
| 1900 - 2000 | $2.40 | 229 | 659 | 888 | C | $4.45 | 292 | 818 | 1,110 | D | $4.45 | 240 | 793 | 1,033 | D | $5.65 | 330 | 865 | 1,195 | D | $4.45 | 382 | 907 | 1,289 | E |

| | Monday | | | 11/21/22 | | Tuesday | | | 11/22/22 | | Wednesday | | | 11/23/22 | | Thursday | | | 11/24/22 | | Friday | | | 11/25/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 259 | 1,071 | 1,330 | F | $7.35 | 279 | 1,143 | 1,422 | F | $16.10 | 363 | 1,016 | 1,379 | F | $7.35 | 424 | 859 | 1,283 | E | $4.45 | 241 | 549 | 790 | B |
| 1500 - 1600 | $8.05 | 228 | 1,052 | 1,280 | E | $10.20 | 277 | 1,052 | 1,329 | F | $12.60 | 277 | 750 | 1,027 | D | $5.65 | 409 | 720 | 1,129 | D | $4.45 | 240 | 540 | 780 | B |
| 1600 - 1700 | $5.65 | 225 | 996 | 1,221 | E | $5.65 | 268 | 1,011 | 1,279 | E | $9.90 | 345 | 988 | 1,333 | F | $5.65 | 374 | 667 | 1,041 | D | $2.40 | 181 | 423 | 604 | B |
| 1700 - 1800 | $5.65 | 248 | 862 | 1,110 | D | $5.65 | 274 | 942 | 1,216 | E | $7.35 | 205 | 632 | 837 | C | $4.45 | 371 | 576 | 947 | C | $2.40 | 205 | 399 | 604 | B |
| 1800 - 1900 | $5.65 | 287 | 831 | 1,118 | D | $5.65 | 312 | 917 | 1,229 | E | $4.45 | 362 | 950 | 1,312 | F | $4.45 | 297 | 521 | 818 | C | $2.40 | 206 | 343 | 549 | B |
| 1900 - 2000 | $2.40 | 246 | 627 | 873 | C | $4.45 | 337 | 851 | 1,188 | D | $4.45 | 298 | 731 | 1,029 | D | $4.45 | 300 | 470 | 770 | B | $2.40 | 212 | 251 | 463 | B |

| | Monday | | | 11/28/22 | | Tuesday | | | 11/29/22 | | Wednesday | | | 11/30/22 | | Thursday | | | 12/01/22 | | Friday | | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 185 | 981 | 1,166 | D | $7.35 | 170 | 1,038 | 1,208 | E | $9.55 | 225 | 1,096 | 1,321 | F | | | | | | | | | | |
| 1500 - 1600 | $8.05 | 216 | 932 | 1,148 | D | $10.20 | 208 | 975 | 1,183 | D | $13.40 | 220 | 1,016 | 1,236 | E | | | | | | | | | | |
| 1600 - 1700 | $5.65 | 189 | 868 | 1,057 | D | $5.65 | 204 | 912 | 1,116 | D | $5.65 | 196 | 913 | 1,109 | D | | | | | | | | | | |
| 1700 - 1800 | $5.65 | 211 | 853 | 1,064 | D | $5.65 | 181 | 910 | 1,091 | D | $5.65 | 222 | 898 | 1,120 | D | | | | | | | | | | |
| 1800 - 1900 | $5.65 | 241 | 701 | 942 | C | $5.65 | 271 | 842 | 1,113 | D | $5.65 | 248 | 847 | 1,095 | D | | | | | | | | | | |
| 1900 - 2000 | $2.40 | 146 | 403 | 549 | B | $4.45 | 204 | 681 | 885 | C | $4.45 | 258 | 788 | 1,046 | D | | | | | | | | | | |

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

| | Monday | | | 10/31/22 | | Tuesday | | | 11/01/22 | | Wednesday | | | 11/02/22 | | Thursday | | | 11/03/22 | | Friday | | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | | | | | | $5.65 | 136 | 783 | 919 | C | $5.65 | 128 | 796 | 924 | C | $5.65 | 117 | 769 | 886 | C | $5.65 | 134 | 658 | 792 | B |
| 1500 - 1600 | | | | | | $5.65 | 125 | 643 | 768 | B | $5.65 | 119 | 723 | 842 | C | $5.65 | 126 | 709 | 835 | C | $5.65 | 129 | 659 | 788 | B |
| 1600 - 1700 | | | | | | $5.65 | 106 | 494 | 600 | B | $5.65 | 95 | 655 | 750 | B | $5.65 | 110 | 620 | 730 | B | $3.15 | 113 | 584 | 697 | B |
| 1700 - 1800 | | | | | | $3.15 | 145 | 723 | 868 | C | $3.15 | 121 | 600 | 721 | B | $3.15 | 102 | 587 | 689 | B | $3.15 | 130 | 589 | 719 | B |
| 1800 - 1900 | | | | | | $3.15 | 147 | 611 | 758 | B | $3.15 | 127 | 643 | 770 | B | $3.15 | 151 | 599 | 750 | B | $3.15 | 157 | 621 | 778 | B |
| 1900 - 2000 | | | | | | $3.15 | 199 | 566 | 765 | B | $3.15 | 139 | 483 | 622 | B | $3.15 | 177 | 620 | 797 | B | $3.15 | 180 | 520 | 700 | B |

| | Monday | | | 11/07/22 | | Tuesday | | | 11/08/22 | | Wednesday | | | 11/09/22 | | Thursday | | | 11/10/22 | | Friday | | | 11/11/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 104 | 656 | 760 | B | $5.65 | 99 | 641 | 740 | B | $5.65 | 96 | 744 | 840 | C | $5.65 | 115 | 688 | 803 | C | $5.65 | 167 | 723 | 890 | C |
| 1500 - 1600 | $5.65 | 106 | 675 | 781 | B | $5.65 | 100 | 599 | 699 | B | $5.65 | 137 | 699 | 836 | C | $5.65 | 145 | 626 | 771 | B | $5.65 | 173 | 571 | 744 | B |
| 1600 - 1700 | $3.15 | 88 | 535 | 623 | B | $5.65 | 95 | 574 | 669 | B | $5.65 | 112 | 634 | 746 | B | $5.65 | 120 | 588 | 708 | B | $3.15 | 152 | 574 | 726 | B |
| 1700 - 1800 | $3.15 | 123 | 575 | 698 | B | $3.15 | 121 | 528 | 649 | B | $3.15 | 114 | 617 | 731 | B | $3.15 | 133 | 647 | 780 | B | $3.15 | 165 | 536 | 701 | B |
| 1800 - 1900 | $3.15 | 158 | 599 | 757 | B | $3.15 | 170 | 542 | 712 | B | $3.15 | 157 | 628 | 785 | B | $3.15 | 170 | 629 | 799 | B | $3.15 | 202 | 482 | 684 | B |
| 1900 - 2000 | $3.15 | 121 | 390 | 511 | B | $3.15 | 112 | 337 | 449 | B | $3.15 | 125 | 491 | 616 | B | $3.15 | 198 | 605 | 803 | C | $3.15 | 161 | 323 | 484 | B |

| | Monday | | | 11/14/22 | | Tuesday | | | 11/15/22 | | Wednesday | | | 11/16/22 | | Thursday | | | 11/17/22 | | Friday | | | 11/18/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 117 | 734 | 851 | C | $5.65 | 100 | 774 | 874 | C | $5.65 | 122 | 824 | 946 | C | $5.65 | 125 | 735 | 860 | C | $5.65 | 116 | 714 | 830 | C |
| 1500 - 1600 | $5.65 | 118 | 624 | 742 | B | $5.65 | 130 | 752 | 882 | C | $5.65 | 116 | 710 | 826 | C | $5.65 | 127 | 736 | 863 | C | $5.65 | 138 | 715 | 853 | C |
| 1600 - 1700 | $3.15 | 115 | 573 | 688 | B | $5.65 | 103 | 660 | 763 | B | $5.65 | 83 | 629 | 712 | B | $5.65 | 116 | 653 | 769 | B | $3.15 | 123 | 664 | 787 | B |
| 1700 - 1800 | $3.15 | 105 | 597 | 702 | B | $3.15 | 130 | 603 | 733 | B | $3.15 | 135 | 645 | 780 | B | $3.15 | 123 | 666 | 789 | B | $3.15 | 123 | 542 | 665 | B |
| 1800 - 1900 | $3.15 | 158 | 697 | 855 | C | $3.15 | 135 | 592 | 727 | B | $3.15 | 143 | 565 | 708 | B | $3.15 | 152 | 659 | 811 | C | $3.15 | 165 | 610 | 775 | B |
| 1900 - 2000 | $3.15 | 149 | 544 | 693 | B | $3.15 | 195 | 648 | 843 | C | $3.15 | 185 | 672 | 857 | C | $3.15 | 199 | 655 | 854 | C | $3.15 | 197 | 578 | 775 | B |

| | Monday | | | 11/21/22 | | Tuesday | | | 11/22/22 | | Wednesday | | | 11/23/22 | | Thursday | | | 11/24/22 | | Friday | | | 11/25/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 123 | 730 | 853 | C | $5.65 | 157 | 737 | 894 | C | $5.65 | 177 | 601 | 778 | B | $3.15 | 262 | 543 | 805 | C | $3.15 | 155 | 361 | 516 | B |
| 1500 - 1600 | $5.65 | 127 | 705 | 832 | C | $5.65 | 129 | 660 | 789 | B | $5.65 | 125 | 480 | 605 | B | $3.15 | 222 | 488 | 710 | B | $3.15 | 143 | 316 | 459 | B |
| 1600 - 1700 | $3.15 | 139 | 681 | 820 | C | $5.65 | 134 | 617 | 751 | B | $3.15 | 194 | 643 | 837 | C | $3.15 | 244 | 402 | 646 | B | $3.15 | 115 | 249 | 364 | A |
| 1700 - 1800 | $3.15 | 159 | 604 | 763 | B | $3.15 | 159 | 583 | 742 | B | $3.15 | 100 | 356 | 456 | B | $3.15 | 255 | 420 | 675 | B | $3.15 | 123 | 277 | 400 | A |
| 1800 - 1900 | $3.15 | 157 | 592 | 749 | B | $3.15 | 182 | 651 | 833 | C | $3.15 | 191 | 582 | 773 | B | $3.15 | 259 | 380 | 639 | B | $3.15 | 139 | 229 | 368 | A |
| 1900 - 2000 | $3.15 | 142 | 470 | 612 | B | $3.15 | 186 | 604 | 790 | B | $3.15 | 157 | 439 | 596 | B | $3.15 | 288 | 361 | 649 | B | $2.10 | 124 | 197 | 321 | A |

| | Monday | | | 11/28/22 | | Tuesday | | | 11/29/22 | | Wednesday | | | 11/30/22 | | Thursday | | | 12/01/22 | | Friday | | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 104 | 661 | 765 | B | $5.65 | 94 | 697 | 791 | B | $5.65 | 98 | 769 | 867 | C | | | | | | | | | | |
| 1500 - 1600 | $5.65 | 126 | 694 | 820 | C | $5.65 | 97 | 717 | 814 | C | $5.65 | 111 | 786 | 897 | C | | | | | | | | | | |
| 1600 - 1700 | $3.15 | 97 | 601 | 698 | B | $5.65 | 99 | 664 | 763 | B | $5.65 | 121 | 642 | 763 | B | | | | | | | | | | |
| 1700 - 1800 | $3.15 | 112 | 600 | 712 | B | $3.15 | 122 | 604 | 726 | B | $3.15 | 141 | 597 | 738 | B | | | | | | | | | | |
| 1800 - 1900 | $3.15 | 138 | 550 | 688 | B | $3.15 | 154 | 590 | 744 | B | $3.15 | 153 | 586 | 739 | B | | | | | | | | | | |
| 1900 - 2000 | $3.15 | 114 | 297 | 411 | B | $3.15 | 160 | 549 | 709 | B | $3.15 | 177 | 526 | 703 | B | | | | | | | | | | |

# RCTC WESTBOUND PEAK-HOUR VOLUMES

**Westbound AM Peak - McKinley to County Line**

| | Monday | | | 10/31/22 | | Tuesday | | | 11/01/22 | | Wednesday | | | 11/02/22 | | Thursday | | | 11/03/22 | | Friday | | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | | | | | | $2.40 | 207 | 415 | 622 | B | $2.40 | 229 | 424 | 653 | B | $2.40 | 213 | 385 | 598 | B | $2.40 | 190 | 381 | 571 | B |
| 0500 - 0600 | | | | | | $11.65 | 414 | 986 | 1,400 | F | $11.65 | 423 | 1050 | 1,473 | F | $9.85 | 419 | 1,016 | 1,435 | F | $5.65 | 386 | 902 | 1,288 | E |
| 0600 - 0700 | | | | | | $19.05 | 409 | 1291 | 1,700 | F | $19.05 | 402 | 1199 | 1,601 | F | $18.00 | 276 | 884 | 1,160 | D | $10.90 | 367 | 1,136 | 1,503 | F |
| 0700 - 0800 | | | | | | $16.35 | 388 | 1259 | 1,647 | F | $16.35 | 427 | 1173 | 1,600 | F | $15.30 | 604 | 1,788 | 2,392 | F | $8.35 | 291 | 950 | 1,241 | E |
| 0800 - 0900 | | | | | | $10.10 | 205 | 1238 | 1,443 | F | $10.10 | 239 | 1312 | 1,551 | F | $9.05 | 254 | 1,450 | 1,704 | F | $5.65 | 175 | 843 | 1,018 | D |
| 0900 - 1000 | | | | | | $5.65 | 173 | 1038 | 1,211 | E | $5.65 | 172 | 1109 | 1,281 | E | $5.65 | 174 | 1,200 | 1,374 | F | $4.45 | 154 | 766 | 920 | C |

| | Monday | | | 11/07/22 | | Tuesday | | | 11/08/22 | | Wednesday | | | 11/09/22 | | Thursday | | | 11/10/22 | | Friday | | | 11/11/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 224 | 382 | 606 | B | $2.40 | 212 | 370 | 582 | B | $2.40 | 227 | 357 | 584 | B | $2.40 | 199 | 414 | 613 | B | $2.40 | 113 | 211 | 324 | A |
| 0500 - 0600 | $11.65 | 385 | 961 | 1,346 | E | $11.65 | 375 | 875 | 1,250 | E | $11.65 | 417 | 966 | 1,383 | F | $9.85 | 416 | 1,017 | 1,433 | F | $5.65 | 222 | 602 | 824 | C |
| 0600 - 0700 | $18.00 | 383 | 1,153 | 1,536 | F | $19.05 | 366 | 1,039 | 1,405 | F | $19.05 | 411 | 1,276 | 1,687 | F | $18.00 | 394 | 1,261 | 1,655 | F | $10.90 | 212 | 760 | 972 | C |
| 0700 - 0800 | $15.60 | 395 | 1,172 | 1,567 | F | $16.35 | 370 | 1,089 | 1,459 | F | $16.35 | 296 | 1,250 | 1,546 | F | $15.30 | 401 | 1,254 | 1,655 | F | $8.35 | 194 | 642 | 836 | C |
| 0800 - 0900 | $9.05 | 182 | 1,179 | 1,361 | F | $10.10 | 187 | 956 | 1,143 | D | $10.10 | 151 | 1,048 | 1,199 | D | $9.05 | 195 | 1,131 | 1,326 | E | $5.65 | 186 | 650 | 836 | C |
| 0900 - 1000 | $5.65 | 126 | 891 | 1,017 | D | $5.65 | 128 | 818 | 946 | C | $5.65 | 126 | 839 | 965 | C | $5.65 | 158 | 896 | 1,054 | D | $4.45 | 231 | 613 | 844 | C |

| | Monday | | | 11/14/22 | | Tuesday | | | 11/15/22 | | Wednesday | | | 11/16/22 | | Thursday | | | 11/17/22 | | Friday | | | 11/18/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 198 | 421 | 619 | B | $2.40 | 210 | 418 | 628 | B | $2.40 | 222 | 357 | 579 | B | $2.40 | 218 | 456 | 674 | B | $2.40 | 201 | 389 | 590 | B |
| 0500 - 0600 | $11.65 | 397 | 1,007 | 1,404 | F | $11.65 | 419 | 1,019 | 1,438 | F | $11.65 | 362 | 946 | 1,308 | E | $9.85 | 430 | 1,106 | 1,536 | F | $5.65 | 396 | 946 | 1,342 | E |
| 0600 - 0700 | $18.00 | 390 | 1,317 | 1,707 | F | $19.05 | 366 | 1,233 | 1,599 | F | $19.05 | 328 | 1,128 | 1,456 | F | $18.00 | 420 | 1,292 | 1,712 | F | $10.90 | 355 | 1,068 | 1,423 | F |
| 0700 - 0800 | $15.60 | 385 | 1,298 | 1,683 | F | $16.35 | 417 | 1,333 | 1,750 | F | $16.35 | 444 | 1,305 | 1,749 | F | $15.30 | 408 | 1,302 | 1,710 | F | $8.35 | 266 | 819 | 1,085 | D |
| 0800 - 0900 | $9.05 | 198 | 1,070 | 1,268 | E | $10.10 | 224 | 1,407 | 1,631 | F | $10.10 | 236 | 1,361 | 1,597 | F | $9.05 | 196 | 1,062 | 1,258 | E | $5.65 | 160 | 838 | 998 | C |
| 0900 - 1000 | $5.65 | 149 | 896 | 1,045 | D | $5.65 | 133 | 1,011 | 1,144 | D | $5.65 | 154 | 965 | 1,119 | D | $5.65 | 164 | 891 | 1,055 | D | $4.45 | 132 | 798 | 930 | C |

| | Monday | | | 11/21/22 | | Tuesday | | | 11/22/22 | | Wednesday | | | 11/23/22 | | Thursday | | | 11/24/22 | | Friday | | | 11/25/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 208 | 403 | 611 | B | $2.40 | 197 | 428 | 625 | B | $2.40 | 167 | 352 | 519 | B | $1.65 | 15 | 27 | 42 | A | $1.65 | 24 | 47 | 71 | A |
| 0500 - 0600 | $11.65 | 367 | 917 | 1,284 | E | $11.65 | 373 | 995 | 1,368 | F | $7.35 | 332 | 890 | 1,222 | E | $1.65 | 26 | 36 | 62 | A | $1.65 | 52 | 109 | 161 | A |
| 0600 - 0700 | $18.00 | 401 | 1,392 | 1,793 | F | $19.05 | 325 | 1,152 | 1,477 | F | $7.35 | 302 | 956 | 1,258 | E | $1.65 | 29 | 74 | 103 | A | $1.65 | 51 | 154 | 205 | A |
| 0700 - 0800 | $15.60 | 285 | 1,205 | 1,490 | F | $16.35 | 283 | 958 | 1,241 | E | $7.35 | 202 | 651 | 853 | C | $1.65 | 50 | 126 | 176 | A | $1.65 | 66 | 201 | 267 | A |
| 0800 - 0900 | $9.05 | 180 | 837 | 1,017 | D | $10.10 | 139 | 678 | 817 | C | $4.45 | 177 | 669 | 846 | C | $1.65 | 93 | 154 | 247 | A | $1.65 | 105 | 277 | 382 | A |
| 0900 - 1000 | $5.65 | 167 | 667 | 834 | C | $5.65 | 188 | 772 | 960 | C | $4.45 | 169 | 580 | 749 | B | $2.40 | 134 | 249 | 383 | A | $2.40 | 170 | 382 | 552 | B |

| | Monday | | | 11/28/22 | | Tuesday | | | 11/29/22 | | Wednesday | | | 11/30/22 | | Thursday | | | 12/01/22 | | Friday | | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 208 | 418 | 626 | B | $2.40 | 213 | 427 | 640 | B | $2.40 | 211 | 443 | 654 | B | | | | | | | | | | |
| 0500 - 0600 | $11.65 | 359 | 990 | 1,349 | E | $11.65 | 342 | 836 | 1,178 | D | $11.65 | 414 | 978 | 1,392 | F | | | | | | | | | | |
| 0600 - 0700 | $18.00 | 283 | 955 | 1,238 | E | $19.05 | 418 | 1,241 | 1,659 | F | $19.05 | 403 | 1,261 | 1,664 | F | | | | | | | | | | |
| 0700 - 0800 | $15.60 | 411 | 1,233 | 1,644 | F | $16.35 | 368 | 1,287 | 1,655 | F | $16.35 | 371 | 1,186 | 1,557 | F | | | | | | | | | | |
| 0800 - 0900 | $9.05 | 194 | 1,065 | 1,259 | E | $10.10 | 192 | 1,115 | 1,307 | E | $10.10 | 206 | 1,126 | 1,332 | E | | | | | | | | | | |
| 0900 - 1000 | $5.65 | 136 | 732 | 868 | C | $5.65 | 118 | 743 | 861 | C | $5.65 | 154 | 837 | 991 | C | | | | | | | | | | |

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

| | Monday | | | 10/31/22 | | Tuesday | | | 11/01/22 | | Wednesday | | | 11/02/22 | | Thursday | | | 11/03/22 | | Friday | | | 11/04/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | | | | | | $3.15 | 181 | 467 | 648 | B | $3.15 | 187 | 476 | 663 | B | $3.15 | 176 | 471 | 647 | B | $3.15 | 138 | 392 | 530 | B |
| 0500 - 0600 | | | | | | $7.30 | 283 | 1017 | 1,300 | E | $7.30 | 274 | 990 | 1,264 | E | $7.30 | 260 | 1,008 | 1,268 | E | $5.65 | 223 | 839 | 1,062 | D |
| 0600 - 0700 | | | | | | $9.40 | 279 | 1213 | 1,492 | F | $9.40 | 309 | 1162 | 1,471 | F | $9.40 | 157 | 586 | 743 | B | $7.30 | 233 | 982 | 1,215 | E |
| 0700 - 0800 | | | | | | $9.40 | 230 | 1111 | 1,341 | E | $9.40 | 238 | 1157 | 1,395 | E | $9.40 | 112 | 672 | 784 | B | $7.30 | 175 | 854 | 1,029 | D |
| 0800 - 0900 | | | | | | $7.30 | 146 | 1034 | 1,180 | D | $7.30 | 141 | 1116 | 1,257 | E | $7.30 | 153 | 1,180 | 1,333 | E | $5.65 | 115 | 813 | 928 | C |
| 0900 - 1000 | | | | | | $5.65 | 142 | 933 | 1,075 | D | $5.65 | 106 | 891 | 997 | C | $5.65 | 111 | 846 | 957 | C | $5.65 | 125 | 676 | 801 | C |

| | Monday | | | 11/07/22 | | Tuesday | | | 11/08/22 | | Wednesday | | | 11/09/22 | | Thursday | | | 11/10/22 | | Friday | | | 11/11/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 165 | 470 | 635 | B | $3.15 | 144 | 396 | 540 | B | $3.15 | 158 | 419 | 577 | B | $3.15 | 177 | 451 | 628 | B | $3.15 | 92 | 267 | 359 | A |
| 0500 - 0600 | $7.30 | 262 | 918 | 1,180 | D | $7.30 | 243 | 899 | 1,142 | D | $7.30 | 252 | 1,008 | 1,260 | E | $7.30 | 251 | 942 | 1,193 | D | $5.65 | 131 | 547 | 678 | B |
| 0600 - 0700 | $9.40 | 283 | 1,118 | 1,401 | F | $9.40 | 271 | 1,077 | 1,348 | E | $9.40 | 290 | 1,233 | 1,523 | F | $9.40 | 274 | 1,200 | 1,474 | F | $7.30 | 153 | 708 | 861 | C |
| 0700 - 0800 | $9.40 | 240 | 1,132 | 1,372 | E | $9.40 | 206 | 977 | 1,183 | D | $9.40 | 152 | 1,103 | 1,255 | E | $9.40 | 189 | 1,052 | 1,241 | E | $7.30 | 102 | 557 | 659 | B |
| 0800 - 0900 | $7.30 | 112 | 1,038 | 1,150 | D | $7.30 | 127 | 990 | 1,117 | D | $7.30 | 101 | 1,085 | 1,186 | D | $7.30 | 150 | 1,010 | 1,160 | D | $5.65 | 136 | 592 | 728 | B |
| 0900 - 1000 | $5.65 | 83 | 801 | 884 | C | $5.65 | 92 | 720 | 812 | C | $5.65 | 115 | 815 | 930 | C | $5.65 | 130 | 874 | 1,004 | D | $5.65 | 191 | 589 | 780 | B |

| | Monday | | | 11/14/22 | | Tuesday | | | 11/15/22 | | Wednesday | | | 11/16/22 | | Thursday | | | 11/17/22 | | Friday | | | 11/18/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 189 | 531 | 720 | B | $3.15 | 186 | 541 | 727 | B | $3.15 | 184 | 531 | 715 | B | $3.15 | 190 | 559 | 749 | B | $3.15 | 163 | 462 | 625 | B |
| 0500 - 0600 | $7.30 | 262 | 996 | 1,258 | E | $7.30 | 275 | 1,013 | 1,288 | E | $7.30 | 256 | 1,090 | 1,346 | E | $7.30 | 268 | 1,058 | 1,326 | E | $5.65 | 239 | 880 | 1,119 | D |
| 0600 - 0700 | $9.40 | 273 | 1,208 | 1,481 | F | $9.40 | 254 | 1,206 | 1,460 | F | $9.40 | 268 | 1,261 | 1,529 | F | $9.40 | 286 | 1,241 | 1,527 | F | $7.30 | 231 | 989 | 1,220 | E |
| 0700 - 0800 | $9.40 | 183 | 1,094 | 1,277 | E | $9.40 | 117 | 702 | 819 | C | $9.40 | 210 | 1,068 | 1,278 | E | $9.40 | 196 | 1,038 | 1,234 | E | $7.30 | 163 | 825 | 988 | C |
| 0800 - 0900 | $7.30 | 135 | 1,024 | 1,159 | D | $7.30 | 107 | 1,125 | 1,232 | E | $7.30 | 132 | 1,106 | 1,238 | E | $7.30 | 137 | 1,042 | 1,179 | D | $5.65 | 112 | 822 | 934 | C |
| 0900 - 1000 | $5.65 | 97 | 878 | 975 | C | $5.65 | 115 | 1,004 | 1,119 | D | $5.65 | 113 | 878 | 991 | C | $5.65 | 133 | 999 | 1,132 | D | $5.65 | 90 | 686 | 776 | B |

| | Monday | | | 11/21/22 | | Tuesday | | | 11/22/22 | | Wednesday | | | 11/23/22 | | Thursday | | | 11/24/22 | | Friday | | | 11/25/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 175 | 484 | 659 | B | $3.15 | 173 | 458 | 631 | B | $3.15 | 147 | 372 | 519 | B | $2.10 | 18 | 28 | 46 | A | $2.10 | 18 | 63 | 81 | A |
| 0500 - 0600 | $7.30 | 261 | 988 | 1,249 | E | $7.30 | 251 | 911 | 1,162 | D | $7.30 | 217 | 798 | 1,015 | D | $2.10 | 24 | 55 | 79 | A | $2.10 | 50 | 114 | 164 | A |
| 0600 - 0700 | $9.40 | 138 | 735 | 873 | C | $9.40 | 217 | 1,135 | 1,352 | E | $7.30 | 172 | 842 | 1,014 | D | $2.10 | 27 | 77 | 104 | A | $2.10 | 43 | 170 | 213 | A |
| 0700 - 0800 | $9.40 | 161 | 916 | 1,077 | D | $9.40 | 153 | 923 | 1,076 | D | $5.65 | 106 | 650 | 756 | B | $2.10 | 44 | 90 | 134 | A | $2.10 | 50 | 195 | 245 | A |
| 0800 - 0900 | $7.30 | 159 | 811 | 970 | C | $7.30 | 130 | 755 | 885 | C | $5.65 | 102 | 606 | 708 | B | $2.10 | 68 | 146 | 214 | A | $2.10 | 87 | 257 | 344 | A |
| 0900 - 1000 | $5.65 | 129 | 680 | 809 | C | $5.65 | 130 | 714 | 844 | C | $3.15 | 122 | 564 | 686 | B | $2.10 | 124 | 228 | 352 | A | $3.15 | 116 | 343 | 459 | B |

| | Monday | | | 11/28/22 | | Tuesday | | | 11/29/22 | | Wednesday | | | 11/30/22 | | Thursday | | | 12/01/22 | | Friday | | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 166 | 496 | 662 | B | $3.15 | 188 | 485 | 673 | B | $3.15 | 170 | 433 | 603 | B | | | | | | | | | | |
| 0500 - 0600 | $7.30 | 151 | 650 | 801 | C | $7.30 | 264 | 987 | 1,251 | E | $7.30 | 248 | 1,023 | 1,271 | E | | | | | | | | | | |
| 0600 - 0700 | $9.40 | 147 | 538 | 685 | B | $9.40 | 282 | 1,170 | 1,452 | F | $9.40 | 261 | 1,100 | 1,361 | E | | | | | | | | | | |
| 0700 - 0800 | $9.40 | 214 | 1,146 | 1,360 | E | $9.40 | 191 | 1,028 | 1,219 | E | $9.40 | 122 | 669 | 791 | B | | | | | | | | | | |
| 0800 - 0900 | $7.30 | 129 | 963 | 1,092 | D | $7.30 | 127 | 1,021 | 1,148 | D | $7.30 | 118 | 1,046 | 1,164 | D | | | | | | | | | | |
| 0900 - 1000 | $5.65 | 129 | 761 | 890 | C | $5.65 | 96 | 830 | 926 | C | $5.65 | 108 | 802 | 910 | C | | | | | | | | | | |

## RCTC OPERATIONAL HIGHLIGHTS

### On-Road Operations

RCTC Freeway Service Patrol responded to 54 calls during the month of November. Of those calls, 42 were to assist disabled vehicles, three calls to remove debris, and nine were in response to accidents that affected the 91 EL.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes
## Operating Statement

| | YTD as of : | 11/30/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual[1]** | **Budget** | **Dollar $** | **Percent (%)** |
| | | | | |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 25,067,419.25 | $ 23,985,833.33 | $ 1,081,585.92 | 4.5 |
| Fee Revenue | 2,038,408.93 | 2,699,500.00 | (661,091.07) | (24.5) |
| **Total operating revenues** | 27,105,828.18 | 26,685,333.33 | 420,494.85 | 1.6 |
| | | | | |
| **Operating expenses:** | | | | |
| Salaries and Benefits | 316,223.03 | 335,625.00 | 19,401.97 | 5.8 |
| Legal Services | 6,017.40 | 145,833.33 | 139,815.93 | 95.9 |
| Advisory Services | 16,099.72 | 31,666.67 | 15,566.95 | 49.2 |
| Audit and Accounting Fees | 31,096.00 | 15,625.00 | (15,471.00) | (99.0) |
| Service Fees | 4,735.12 [2] | 5,416.67 | 681.55 | 12.6 |
| Other Professional Services | 179,227.64 | 518,750.00 | 339,522.36 | 65.5 |
| Lease Expense | 97,473.91 | 139,041.67 | 41,567.76 | 29.9 |
| Operations | 838,392.02 | 1,938,333.33 | 1,099,941.31 | 56.7 |
| Utilities | 18,397.39 | 30,250.00 | 11,852.61 | 39.2 |
| Supplies and Materials | 398.52 | 4,416.67 | 4,018.15 | 91.0 |
| Membership and Subscription Fees | 6,131.60 | 11,791.67 | 5,660.07 | 48.0 |
| Office Equipment & Furniture (Non-Capital) | - | 33,333.33 | 33,333.33 | 100.0 |
| Maintenance/Repairs | 80,828.41 | 183,333.33 | 102,504.92 | 55.9 |
| Training Seminars and Conferences | 261.25 | 3,333.33 | 3,072.08 | 92.2 |
| Transportation Expenses | 119.10 | 1,208.33 | 1,089.23 | 90.1 |
| Lodging | 1,058.08 | 1,041.67 | (16.41) | (1.6) |
| Meals | 134.05 | 1,250.00 | 1,115.95 | 89.3 |
| Other Staff Expenses | 75.13 | 208.33 | 133.20 | 63.9 |
| Advertising | - | 62,500.00 | 62,500.00 | 100.0 |
| Program Management | 17,693.30 | 21,833.33 | 4,140.03 | 19.0 |
| Program Operations | (768,079.89) [2] | 3,474,458.33 | 4,242,538.22 | 122.1 |
| Litigation Settlement | - | - | - | N/A |
| Furniture & Equipment | 3,965.57 | 31,250.00 | 27,284.43 | 87.3 |
| Improvements | - | 16,666.67 | 16,666.67 | 100.0 |
| Bad Debt Expense | 717.21 | - | (717.21) | N/A |
| **Total operating expenses** | 850,964.56 | 7,007,166.67 | 6,156,202.11 | 87.9 |
| | | | | |
| **Operating income (loss)** | 26,254,863.62 | 19,678,166.67 | 6,576,696.95 | 33.4 |
| | | | | |
| **Nonoperating revenues (expenses):** | | | | |
| Interest Revenue | 63,085.13 | 46,750.00 | 16,335.13 | (34.9) |
| Other Miscellaneous Revenue | 42,560.76 | - | 42,560.76 | N/A |
| Loss on Refunding | - | - | - | N/A |
| Principal Expense | - | - | - | N/A |
| Interest Expense | (6,178,735.36) | (9,250,416.67) | 3,071,681.31 | (33.2) |
| **Total nonoperating revenues (expenses)** | (6,073,089.47) | (9,203,666.67) | 3,130,577.20 | 34.0 |
| | | | | |
| Transfers In | 42.90 | - | 42.90 | N/A |
| Transfers Out | (228,300.00) | (518,625.00) | 290,325.00 | (56.0) |
| | | | | |
| **Net income (loss)** | **$ 19,953,517.05** | **$ 9,955,875.00** | **$ 9,997,642.05** | **100.4** |

[1] Unaudited

[2] Negatives are the result of FY22 accruals

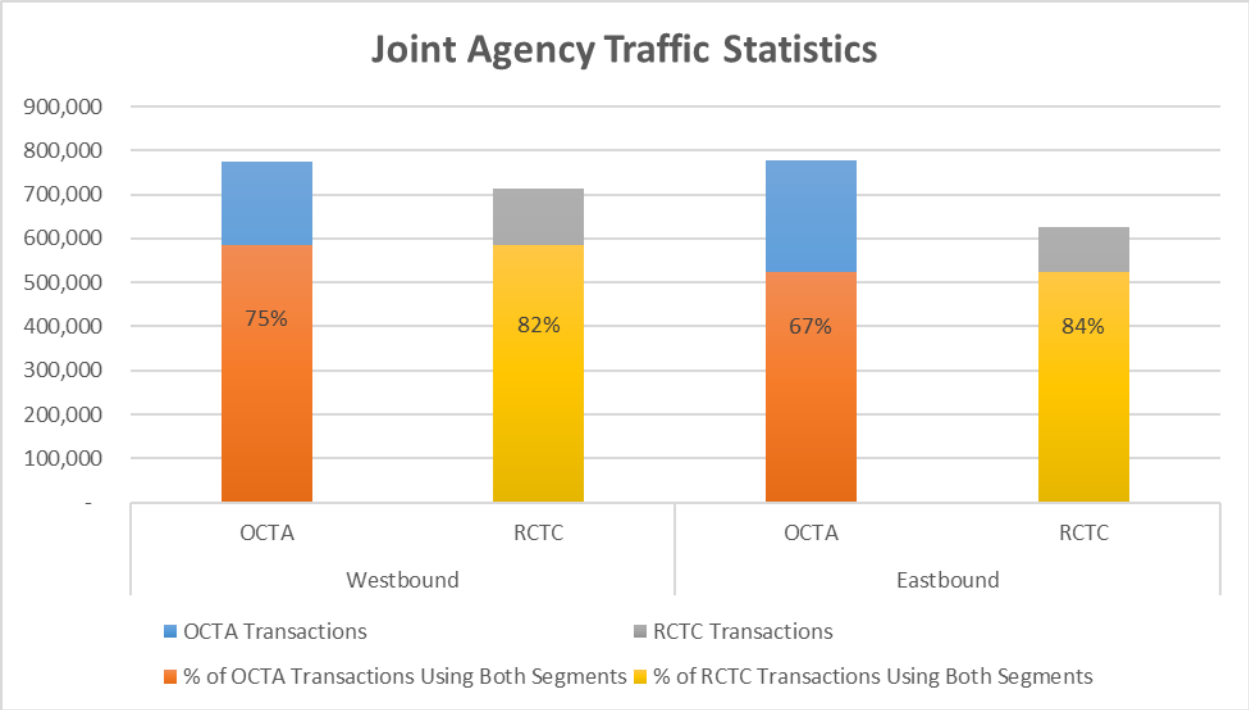
## JOINT AGENCY TRIP AND REVENUE STATISTICS

# MULTI AGENCY TRIP AND REVENUE STATISTICS

**MONTH ENDING** **November 30, 2022**

| MTD | Transactions by Agency | Transactions Using Both Segments | % Using Both Segments | Revenue |
|---|---|---|---|---|
| **Westbound** | | | | |
| OCTA | 775,889 | 584,072 | 75% | $2,250,751.70 |
| RCTC | 713,719 | 584,072 | 82% | $2,989,719.65 |
| **Eastbound** | | | | |
| OCTA | 776,089 | 523,250 | 67% | $2,734,057.10 |
| RCTC | 626,194 | 523,250 | 84% | $2,312,448.12 |

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY PERFORMANCE MEASURES

| REPORTING REQUIREMENT | REPORTING PERIOD | PERFORMANCE STANDARD | NOVEMBER 2022 PERFORMANCE |
|---|---|---|---|
| **Customer Service** | | | |
| Service Level /Speed of Answer | Monthly | 80% answered within 60 seconds | 62% answered within 60 seconds |
| Abandon Percentage | Monthly | 4 % < | 6% |
| Customer Satisfaction Score | Monthly | 4.5 => | 4.99 |
| First Contact Resolution | Monthly | 85% of calls resolved on the first contact | 96% |
| **Timeliness of Case Resolution** | Monthly | 90% of cases resolved in one (1) business day | 98.9% |
| | Monthly | 98% of cases resolved within five (5) business days | 100% |
| **Mail Performance** | | | |
| 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% |
| **Accounting** | | | |
| 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 and abandoned calls were not achieved due to staffing shrinkage due to illnesses. Cofiroute is mitigating this effort by recruiting additional staff members, reducing lunch hours, and utilizing supervisory staff to assist with answering customer calls.

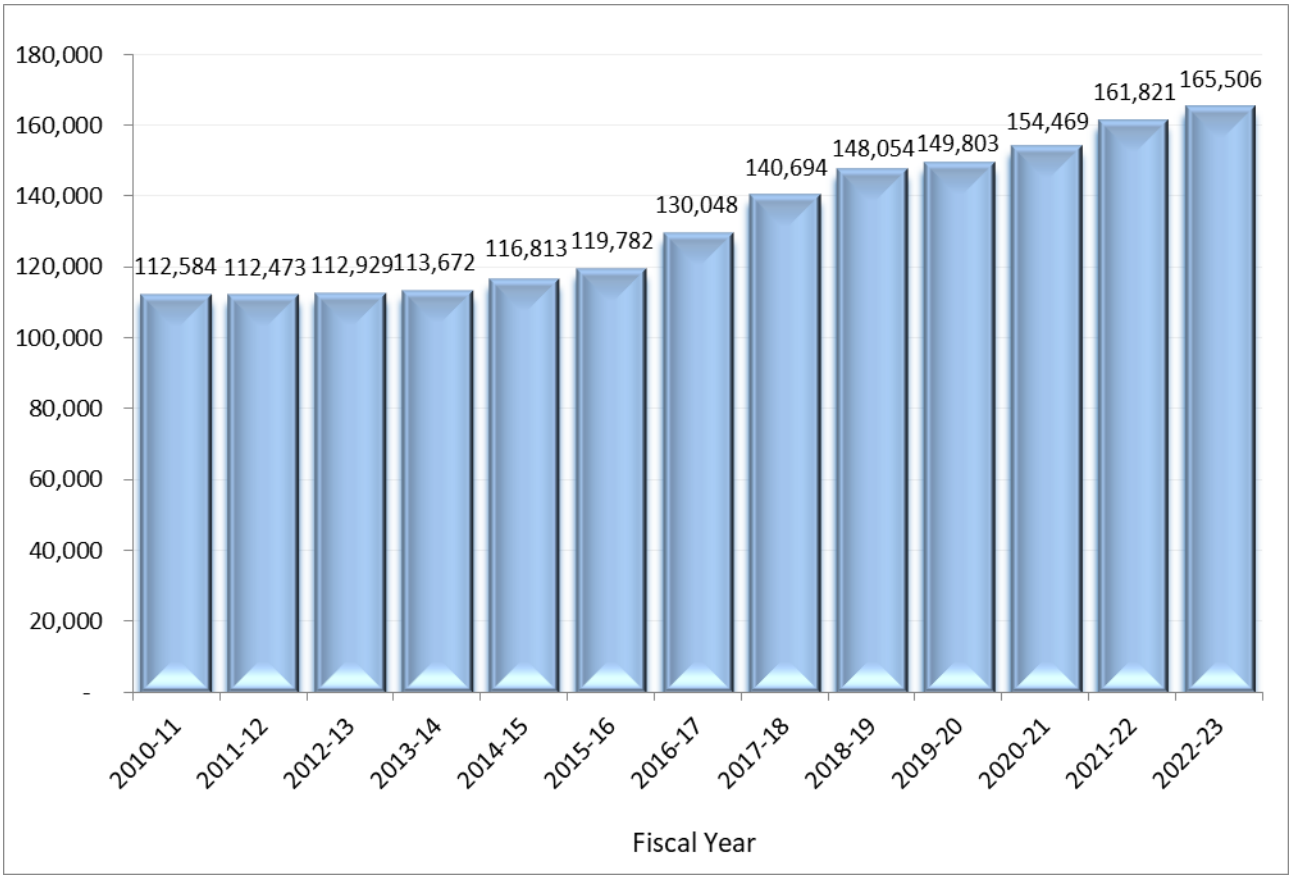
## JOINT AGENCY TRANSPONDER DISTRIBUTION

| 6C TRANSPONDER DISTRIBUTION | November-22 | | October-22 | | FY 2022-23 | |
|---|---|---|---|---|---|---|
| | Tags | % of Total | Tags | % of Total | Average To-Date | |
| **Issued** | | | | | | |
| To New Accounts | 533 | 8.0% | 436 | 6.4% | 100 | 6.7% |
| Additional Tags to Existing Accounts | 6,147 | 92.0% | 6,356 | 93.6% | 1,392 | 93.3% |
| Replacement Transponders | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| Total Issued | **6,680** | | **6,792** | | **1,492** | |
| **Returned** | | | | | | |
| Account Closures | | | | | | |
| Accounts Downsizing | | | | | | |
| Defective Transponders | | | | | | |
| Total Returned | | | | | | |

At the end of November 2022, the 91 EL had 165,506 active customer accounts and 658,578 transponders classified as assigned.

**Number of Accounts by FY**

**As of November 30, 2022**



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

# 91 Express Lanes

Status Report
December 2022

As of December 31, 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 December 2022 was 1,568,610. This represents a daily average of 50,600 vehicles. This is a 4.3 percent decrease in total traffic volume from the same period last year, which totaled 1,639,151. Potential toll revenue for December was $4,937,539, which represents a decrease of 1.3 percent from the prior year's total of $5,001,697. Higher gas prices and the higher level of inflation led to lower usage of the 91 Express Lanes. Carpool percentage for December was 25.4 percent as compared to the previous year's rate of 24.1 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 December 2022.

**Current MTD as of December 31, 2022**

| Trips | DEC-22 MTD Actual | DEC-21 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll Lanes | 1,170,734 | 1,244,301 | (5.9%) |
| 3+ Lanes | 397,876 | 394,850 | 0.8% |
| Total Gross Trips | 1,568,610 | 1,639,151 | (4.3%) |
| **Revenue** | | | |
| Full Toll Lanes | $4,869,354 | $4,947,290 | (1.6%) |
| 3+ Lanes | $68,185 | $54,407 | 25.3% |
| Total Gross Revenue | $4,937,539 | $5,001,697 | (1.3%) |
| **Average Revenue per Trip** | | | |
| Average Full Toll Lanes | $4.16 | $3.98 | 4.5% |
| Average 3+ Lanes | $0.17 | $0.14 | 21.4% |
| Average Gross Revenue | $3.15 | $3.05 | 3.3% |

The 2023 fiscal year-to-date (YTD) traffic volume decreased by 4.1 percent, and potential toll revenue decreased by 1.4 percent when compared with the same period the prior year. YTD average revenue per trip is $3.17.

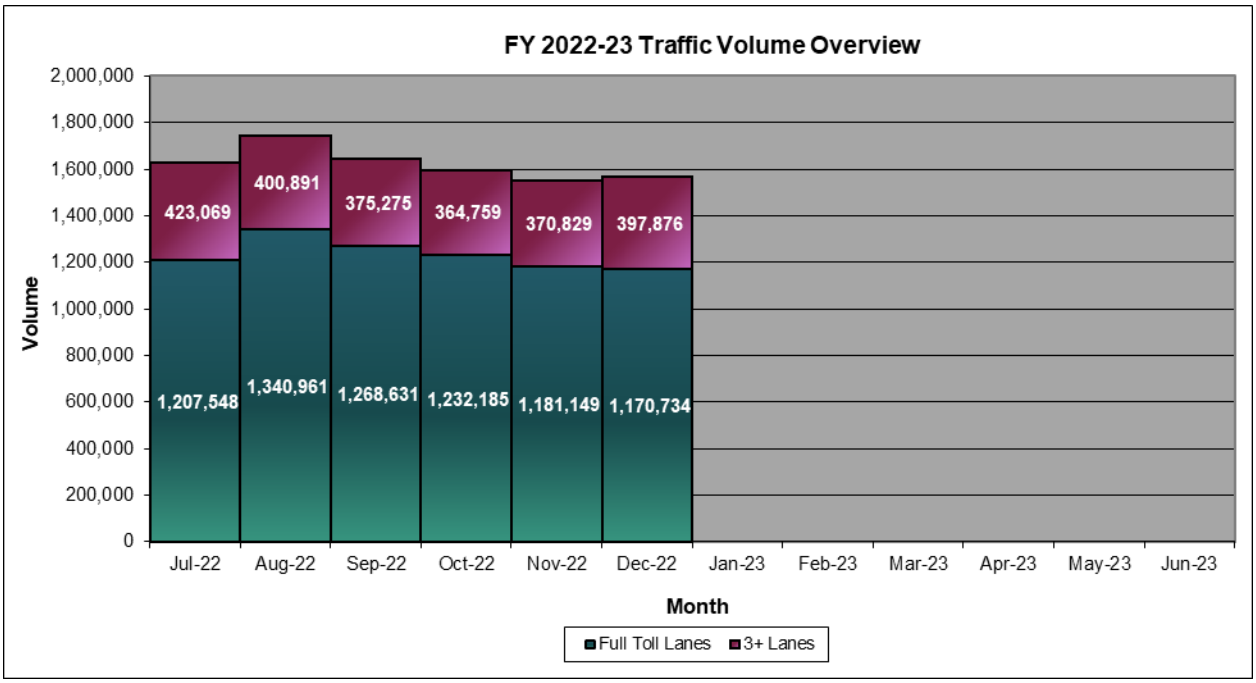
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2022 through December 2022.

**Fiscal Year (FY) 2022-23 YTD as of December 31, 2022**

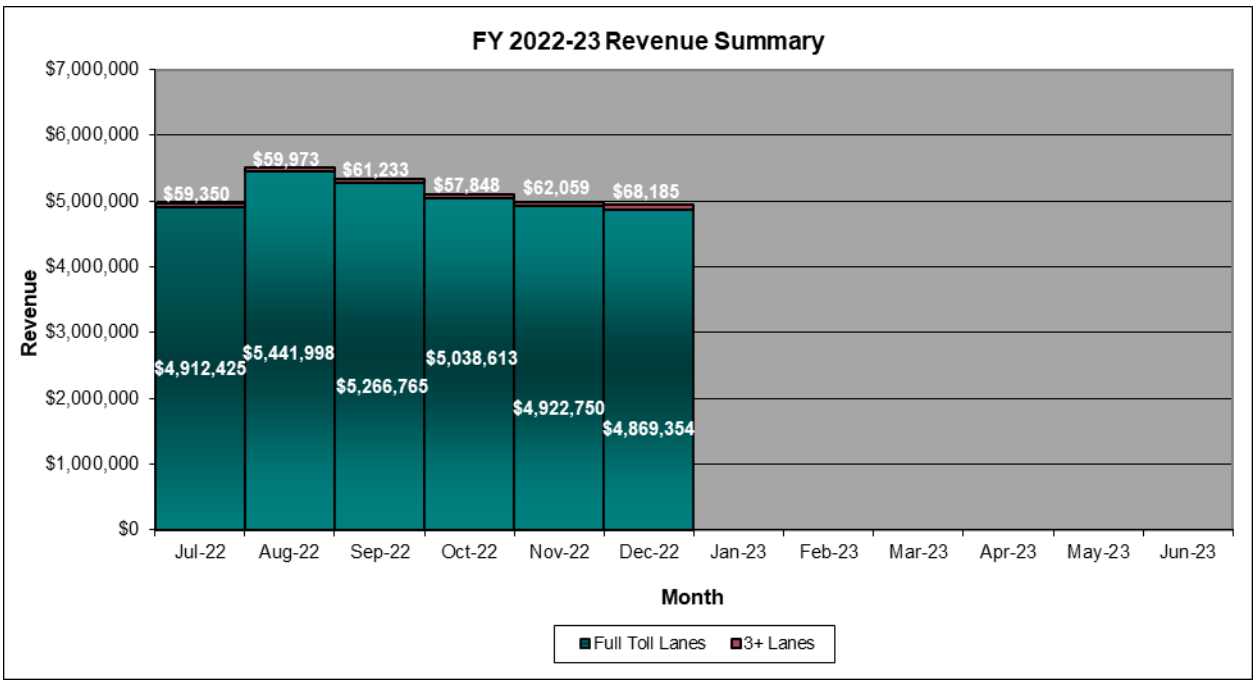
| Trips | FY 2022-23 YTD Actual | FY 2021-22 YTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll Lanes | 7,401,208 | 7,821,944 | (5.4%) |
| 3+ Lanes | 2,332,699 | 2,328,518 | 0.2% |
| Total Gross Trips | 9,733,907 | 10,150,462 | (4.1%) |
| **Revenue** | | | |
| Full Toll Lanes | $30,451,905 | $30,958,257 | (1.6%) |
| 3+ Lanes | $368,647 | $301,245 | 22.4% |
| Total Gross Revenue | $30,820,551 | $31,259,502 | (1.4%) |
| **Average Revenue per Trip** | | | |
| Average Full Toll Lanes | $4.11 | $3.96 | 3.8% |
| Average 3+ Lanes | $0.16 | $0.13 | 23.1% |
| Average Gross Revenue | $3.17 | $3.08 | 2.9% |

## 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 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2022-23 on a monthly basis.



## OCTA PEAK-HOUR VOLUMES

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

## OCTA EASTBOUND PEAK-HOUR VOLUMES

| | Monday | | 11/28/22 | | Tuesday | | 11/29/22 | | Wednesday | | 11/30/22 | | Thursday | | 12/01/22 | | Friday | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | | | | | | | | | | | | | $7.70 | 423 | 2,896 | 85% | $8.60 | 455 | 3,035 | 89% |
| 1500 - 1600 | | | | | | | | | | | | | $7.45 | 425 | 2,932 | 86% | $8.15 | 549 | 2,917 | 86% |
| 1600 - 1700 | | | | | | | | | | | | | $7.00 | 434 | 2,883 | 85% | $6.95 | 477 | 2,819 | 83% |
| 1700 - 1800 | | | | | | | | | | | | | $6.70 | 500 | 2,913 | 86% | $6.95 | 549 | 2,677 | 79% |
| 1800 - 1900 | | | | | | | | | | | | | $4.50 | 635 | 2,907 | 86% | $6.95 | 572 | 2,194 | 65% |
| 1900 - 2000 | | | | | | | | | | | | | $5.75 | 479 | 1,866 | 55% | $6.45 | 487 | 1,586 | 47% |

| | Monday | | 12/05/22 | | Tuesday | | 12/06/22 | | Wednesday | | 12/07/22 | | Thursday | | 12/08/22 | | Friday | | 12/09/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | 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 | 2,630 | 77% | $5.30 | 372 | 2,740 | 81% | $5.30 | 420 | 2,882 | 85% | $7.70 | 428 | 2,824 | 83% | $8.60 | 431 | 2,828 | 83% |
| 1500 - 1600 | $5.65 | 453 | 2,863 | 84% | **$5.75** | **470** | **3,044** | **90%** | $7.45 | 448 | 2,907 | 86% | $7.45 | 460 | 2,933 | 86% | $8.15 | 454 | 2,776 | 82% |
| 1600 - 1700 | $5.10 | 429 | 2,820 | 83% | $5.25 | 433 | 2,806 | 83% | $6.50 | 459 | 2,845 | 84% | $7.00 | 427 | 2,803 | 82% | $6.95 | 518 | 2,818 | 83% |
| 1700 - 1800 | $4.95 | 512 | 2,874 | 85% | $4.90 | 482 | 2,814 | 83% | $5.40 | 464 | 2,783 | 82% | $6.70 | 467 | 2,708 | 80% | $6.95 | 494 | 2,699 | 79% |
| 1800 - 1900 | $5.65 | 674 | 2,842 | 84% | $4.05 | 599 | 2,892 | 85% | $4.05 | 610 | 2,801 | 82% | $4.50 | 529 | 2,681 | 79% | $6.95 | 654 | 2,740 | 81% |
| 1900 - 2000 | $3.95 | 422 | 1,519 | 45% | $3.95 | 578 | 2,334 | 69% | $3.95 | 641 | 2,561 | 75% | $5.75 | 627 | 2,608 | 77% | $6.45 | 643 | 2,330 | 69% |

| | Monday | | 12/12/22 | | Tuesday | | 12/13/22 | | Wednesday | | 12/14/22 | | Thursday | | 12/15/22 | | Friday | | 12/16/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.30 | 353 | 2,350 | 69% | $5.30 | 361 | 2,799 | 82% | $5.30 | 397 | 2,896 | 85% | $7.70 | 403 | 2,972 | 87% | $8.60 | 461 | 2,791 | 82% |
| 1500 - 1600 | $5.65 | 441 | 2,853 | 84% | $5.75 | 424 | 2,907 | 86% | $7.45 | 406 | 2,871 | 84% | $7.45 | 470 | 2,936 | 86% | $8.15 | 480 | 2,850 | 84% |
| 1600 - 1700 | $5.10 | 390 | 2,519 | 74% | $5.25 | 425 | 2,833 | 83% | $6.50 | 397 | 2,782 | 82% | $7.00 | 454 | 2,833 | 83% | $6.95 | 532 | 2,861 | 84% |
| 1700 - 1800 | $4.95 | 487 | 2,674 | 79% | $4.90 | 453 | 2,762 | 81% | $5.40 | 484 | 2,781 | 82% | $6.70 | 473 | 2,745 | 81% | $6.95 | 529 | 2,732 | 80% |
| 1800 - 1900 | $5.65 | 482 | 2,012 | 59% | $4.05 | 613 | 2,785 | 82% | $4.05 | 588 | 2,782 | 82% | $4.50 | 649 | 2,784 | 82% | $6.95 | 695 | 2,755 | 81% |
| 1900 - 2000 | $3.95 | 352 | 1,292 | 38% | $3.95 | 628 | 2,741 | 81% | $3.95 | 692 | 2,727 | 80% | $5.75 | 700 | 2,737 | 81% | $6.45 | 735 | 2,391 | 70% |

| | Monday | | 12/19/22 | | Tuesday | | 12/20/22 | | Wednesday | | 12/21/22 | | Thursday | | 12/22/22 | | Friday | | 12/23/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.30 | 501 | 2,765 | 81% | $5.30 | 472 | 2,754 | 81% | $7.90 | 446 | 2,739 | 81% | $5.60 | 545 | 2,932 | 86% | **$5.25** | **740** | **3,060** | **90%** |
| 1500 - 1600 | $5.65 | 501 | 2,868 | 84% | $5.75 | 467 | 2,921 | 86% | $9.00 | 477 | 2,831 | 83% | $5.25 | 492 | 2,912 | 86% | $5.25 | 649 | 2,728 | 80% |
| 1600 - 1700 | $5.10 | 454 | 2,752 | 81% | $5.25 | 444 | 2,791 | 82% | $9.00 | 464 | 2,657 | 78% | $5.25 | 454 | 2,727 | 80% | $5.25 | 573 | 2,471 | 73% |
| 1700 - 1800 | $4.95 | 498 | 2,695 | 79% | $4.90 | 537 | 2,765 | 81% | $9.00 | 542 | 2,820 | 83% | $5.25 | 567 | 2,925 | 86% | $5.25 | 557 | 2,019 | 59% |
| 1800 - 1900 | $5.65 | 599 | 2,520 | 74% | $4.05 | 627 | 2,752 | 81% | $6.40 | 623 | 2,725 | 80% | $5.60 | 692 | 2,782 | 82% | $5.25 | 567 | 1,764 | 52% |
| 1900 - 2000 | $3.95 | 631 | 2,389 | 70% | $3.95 | 687 | 2,547 | 75% | $6.10 | 704 | 2,676 | 79% | $5.60 | 448 | 1,704 | 50% | $5.25 | 518 | 1,457 | 43% |

| | Monday | | 12/26/22 | | Tuesday | | 12/27/22 | | Wednesday | | 12/28/22 | | Thursday | | 12/29/22 | | Friday | | 12/30/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.25 | 622 | 1,779 | 52% | **$5.30** | **593** | **3,050** | **90%** | $7.90 | 517 | 2,736 | 80% | $5.60 | 566 | 2,771 | 82% | $5.25 | 591 | 2,546 | 75% |
| 1500 - 1600 | $5.25 | 614 | 1,750 | 51% | $5.75 | 509 | 2,839 | 84% | $9.00 | 530 | 2,859 | 84% | $5.25 | 519 | 2,816 | 83% | $5.25 | 606 | 2,585 | 76% |
| 1600 - 1700 | $5.25 | 493 | 1,434 | 42% | $5.25 | 498 | 2,488 | 73% | $9.00 | 549 | 2,820 | 83% | $5.25 | 560 | 2,754 | 81% | $5.25 | 624 | 2,447 | 72% |
| 1700 - 1800 | $5.25 | 622 | 1,503 | 44% | $4.90 | 597 | 2,835 | 83% | $9.00 | 565 | 2,590 | 76% | $5.25 | 560 | 2,457 | 72% | $5.25 | 682 | 2,453 | 72% |
| 1800 - 1900 | $5.25 | 517 | 1,148 | 34% | $4.05 | 608 | 2,196 | 65% | $6.40 | 565 | 2,026 | 60% | $5.60 | 528 | 1,856 | 55% | $5.25 | 618 | 1,914 | 56% |
| 1900 - 2000 | $5.25 | 466 | 1,003 | 30% | $3.95 | 382 | 1,203 | 35% | $6.10 | 447 | 1,340 | 39% | $5.60 | 507 | 1,445 | 43% | $5.25 | 568 | 1,606 | 47% |

# OCTA WESTBOUND PEAK-HOUR VOLUMES

| | Monday | | 11/28/22 | | Tuesday | | 11/29/22 | | Wednesday | | 11/30/22 | | Thursday | | 12/01/22 | | Friday | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | | | | | | | | | | | | | $3.15 | 444 | 1,177 | 35% | $3.25 | 355 | 1,041 | 31% |
| 0500 - 0600 | | | | | | | | | | | | | $5.10 | 745 | 2,719 | 80% | $5.00 | 637 | 2,236 | 66% |
| 0600 - 0700 | | | | | | | | | | | | | $5.30 | 666 | 2,898 | 85% | $5.25 | 572 | 2,447 | 72% |
| 0700 - 0800 | | | | | | | | | | | | | $5.80 | 572 | 2,646 | 78% | $5.80 | 495 | 2,312 | 68% |
| 0800 - 0900 | | | | | | | | | | | | | $5.30 | 268 | 2,204 | 65% | $5.25 | 286 | 2,148 | 63% |
| 0900 - 1000 | | | | | | | | | | | | | $4.20 | 275 | 2,023 | 60% | $4.35 | 237 | 1,782 | 52% |

| | Monday | | 12/05/22 | | Tuesday | | 12/06/22 | | Wednesday | | 12/07/22 | | Thursday | | 12/08/22 | | Friday | | 12/09/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 409 | 1,205 | 35% | $3.15 | 431 | 1,272 | 37% | $3.15 | 424 | 1,160 | 34% | $3.15 | 418 | 1,159 | 34% | $3.25 | 346 | 982 | 29% |
| 0500 - 0600 | $5.10 | 747 | 2,746 | 81% | $5.10 | 785 | 2,875 | 85% | $5.10 | 708 | 2,562 | 75% | $5.10 | 660 | 2,450 | 72% | $5.00 | 629 | 2,289 | 67% |
| 0600 - 0700 | $5.30 | 649 | 2,875 | 85% | $5.30 | 688 | 3,020 | 89% | $5.30 | 657 | 3,039 | 89% | $5.30 | 683 | 2,914 | 86% | $5.25 | 577 | 2,428 | 71% |
| 0700 - 0800 | $5.80 | 638 | 2,833 | 83% | $5.80 | 588 | 2,847 | 84% | $5.80 | 589 | 2,743 | 81% | $5.80 | 626 | 2,916 | 86% | $5.80 | 538 | 2,323 | 68% |
| 0800 - 0900 | $5.30 | 307 | 2,388 | 70% | $5.30 | 284 | 2,401 | 71% | $5.30 | 297 | 2,201 | 65% | $5.30 | 294 | 2,380 | 70% | $5.25 | 268 | 2,050 | 60% |
| 0900 - 1000 | $4.20 | 243 | 2,036 | 60% | $4.20 | 243 | 2,234 | 66% | $4.20 | 258 | 2,041 | 60% | $4.20 | 273 | 2,033 | 60% | $4.35 | 261 | 1,883 | 55% |

| | Monday | | 12/12/22 | | Tuesday | | 12/13/22 | | Wednesday | | 12/14/22 | | Thursday | | 12/15/22 | | Friday | | 12/16/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 378 | 1,113 | 33% | $3.15 | 422 | 1,223 | 36% | $3.15 | 405 | 1,167 | 34% | $3.15 | 414 | 1,224 | 36% | $3.25 | 350 | 1,007 | 30% |
| 0500 - 0600 | $5.10 | 663 | 2,267 | 67% | $5.10 | 776 | 2,654 | 78% | $5.10 | 780 | 2,646 | 78% | $5.10 | 736 | 2,593 | 76% | $5.00 | 583 | 2,215 | 65% |
| 0600 - 0700 | $5.30 | 621 | 2,616 | 77% | $5.30 | 518 | 2,288 | 67% | $5.30 | 654 | 2,828 | 83% | $5.30 | 667 | 2,960 | 87% | $5.25 | 620 | 2,647 | 78% |
| 0700 - 0800 | $5.80 | 577 | 2,429 | 71% | $5.80 | 499 | 2,019 | 59% | $5.80 | 548 | 2,530 | 74% | $5.80 | 600 | 2,722 | 80% | $5.80 | 543 | 2,304 | 68% |
| 0800 - 0900 | $5.30 | 251 | 1,966 | 58% | $5.30 | 322 | 2,851 | 84% | $5.30 | 335 | 2,530 | 74% | $5.30 | 279 | 2,244 | 66% | $5.25 | 299 | 1,871 | 55% |
| 0900 - 1000 | $4.20 | 267 | 1,947 | 57% | $4.20 | 295 | 2,173 | 64% | $4.20 | 284 | 2,253 | 66% | $4.20 | 341 | 2,375 | 70% | $4.35 | 338 | 1,950 | 57% |

| | Monday | | 12/19/22 | | Tuesday | | 12/20/22 | | Wednesday | | 12/21/22 | | Thursday | | 12/22/22 | | Friday | | 12/23/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.15 | 361 | 1,107 | 33% | $3.15 | 380 | 1,111 | 33% | $3.25 | 373 | 1,041 | 31% | $1.80 | 358 | 994 | 29% | $1.80 | 238 | 635 | 19% |
| 0500 - 0600 | $5.10 | 671 | 2,443 | 72% | $5.10 | 692 | 2,461 | 72% | $5.45 | 683 | 2,390 | 70% | $1.80 | 649 | 2,327 | 68% | $1.80 | 430 | 1,401 | 41% |
| 0600 - 0700 | $5.30 | 615 | 2,788 | 82% | $5.30 | 610 | 2,697 | 79% | $5.60 | 609 | 2,708 | 80% | $1.80 | 555 | 2,628 | 77% | $2.70 | 328 | 1,418 | 42% |
| 0700 - 0800 | $5.80 | 507 | 2,301 | 68% | $5.80 | 467 | 2,228 | 66% | $6.10 | 482 | 2,311 | 68% | $1.80 | 473 | 2,258 | 66% | $3.25 | 319 | 1,355 | 40% |
| 0800 - 0900 | $5.30 | 253 | 1,943 | 57% | $5.30 | 301 | 2,046 | 60% | $6.10 | 302 | 1,943 | 57% | $1.80 | 336 | 1,862 | 55% | $3.25 | 247 | 1,357 | 40% |
| 0900 - 1000 | $4.20 | 392 | 1,830 | 54% | $4.20 | 369 | 2,041 | 60% | $5.60 | 342 | 1,959 | 58% | $2.70 | 378 | 1,944 | 57% | $4.05 | 383 | 1,610 | 47% |

| | Monday | | 12/26/22 | | Tuesday | | 12/27/22 | | Wednesday | | 12/28/22 | | Thursday | | 12/29/22 | | Friday | | 12/30/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $1.80 | 61 | 167 | 5% | $3.15 | 283 | 870 | 26% | $3.25 | 268 | 784 | 23% | $1.80 | 283 | 808 | 24% | $1.80 | 200 | 574 | 17% |
| 0500 - 0600 | $1.80 | 90 | 301 | 9% | $5.10 | 546 | 1,923 | 57% | $5.45 | 516 | 1,752 | 52% | $1.80 | 514 | 1,690 | 50% | $1.80 | 387 | 1,261 | 37% |
| 0600 - 0700 | $2.70 | 70 | 294 | 9% | $5.30 | 367 | 1,683 | 50% | $5.60 | 341 | 1,593 | 47% | $1.80 | 357 | 1,608 | 47% | $2.70 | 260 | 1,177 | 35% |
| 0700 - 0800 | $3.25 | 113 | 426 | 13% | $5.80 | 245 | 1,318 | 39% | $6.10 | 277 | 1,364 | 40% | $1.80 | 241 | 1,264 | 37% | $3.25 | 228 | 1,020 | 30% |
| 0800 - 0900 | $3.25 | 246 | 727 | 21% | $5.30 | 258 | 1,500 | 44% | $6.10 | 256 | 1,299 | 38% | $1.80 | 296 | 1,528 | 45% | $3.25 | 237 | 1,201 | 35% |
| 0900 - 1000 | $4.05 | 351 | 1,021 | 30% | $4.20 | 303 | 1,479 | 44% | $5.60 | 332 | 1,517 | 45% | $2.70 | 380 | 1,685 | 50% | $4.05 | 316 | 1,358 | 40% |

## OCTA OPERATIONAL HIGHLIGHTS

### Back Office System (BOS) Project Update

During the month, staff from both OCTA and the Riverside County Transportation Commission (RCTC) continued to have discussions with Cofiroute USA, LLC (CUSA) regarding liquidated and actual damages that will be assessed against CUSA. CUSA designed and developed the new BOS, the customer service center functions, and deployed the new system in March 2022. The damages are due to the delay of the new BOS implementation for the 91 Express Lanes for both Orange and Riverside counties and various issues that have arisen since system deployment. Some of these issues have had impacts on the accounting process (i.e., timeliness of account reconciliations and certain activities that were not posted to the general ledger). Subsequent to month-end, OCTA and RCTC received restitution, in the amount of approximately $2 million, which was equally divided between the two agencies in January 2023.

# FINANCIAL HIGHLIGHTS OCTA

**91 Express Lanes**
**Operating Statement**

| | YTD as of : | 12/31/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual [1]** | **Budget [1]** | **Dollar $** | **Percent (%)** |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 28,022,008.01 | $ 25,368,996.00 | $ 2,653,012.01 | 10.5 |
| Fee Revenue | 2,444,480.51 | 1,932,504.00 | 511,976.51 | 26.5 |
| **Total operating revenues** | 30,466,488.52 | 27,301,500.00 | 3,164,988.52 | 11.6 |
| **Operating expenses:** | | | | |
| Contracted Services | 2,499,810.70 | 3,778,998.00 | 1,279,187.30 | 33.8 |
| Administrative Fee | 1,476,934.00 | 1,795,746.00 | 318,812.00 | 17.8 |
| Other Professional Services | 752,886.93 | 2,442,448.00 | 1,689,561.07 | 69.2 |
| Credit Card Processing Fees | 788,213.88 | 662,502.00 | (125,711.88) | (19.0) |
| Toll Road Account Servicing | 51,658.00 | 399,998.00 | 348,340.00 | 87.1 |
| Other Insurance Expense | 244,622.94 | 124,998.00 | (119,624.94) | (95.7) |
| Toll Road Maintenance Supply Repairs | 336,022.57 | 202,500.00 | (133,522.57) | (65.9) |
| Patrol Services | 568,807.74 | 550,002.00 | (18,805.74) | (3.4) |
| Building Equipment Repairs and Maint | 257,015.98 | 436,746.00 | 179,730.02 | 41.2 |
| 6C Transponders | - | 37,500.00 | 37,500.00 | 100.0 |
| Other Services | - | 391,500.00 | 391,500.00 | 100.0 |
| Utilities | 33,419.25 | 22,500.00 | (10,919.25) | (48.5) |
| Office Expense | 158,013.44 | 390,252.00 | 232,238.56 | 59.5 |
| Bad Debt Expense | 601.81 | - | (601.81) | N/A |
| Miscellaneous [2] | 37,266.65 | 76,578.00 | 39,311.35 | 51.3 |
| Leases | 233,982.17 | 267,498.00 | 33,515.83 | 12.5 |
| **Total operating expenses** | 7,439,256.06 | 11,579,766.00 | 4,140,509.94 | 35.8 |
| Depreciation and Amortization [3] | 1,584,176.12 | - | (1,584,176.12) | N/A |
| **Operating income (loss)** | 21,443,056.34 | 15,721,734.00 | 5,721,322.34 | 36.4 |
| **Nonoperating revenues (expenses):** | | | | |
| Reimbursement from Other Agencies | 20,491.53 | 125,000.00 | (104,508.47) | (83.6) |
| Interest Income | 1,413,030.98 | 940,878.00 | 472,152.98 | 50.2 |
| Interest Expense | (1,847,162.34) | (1,849,848.00) | 2,685.66 | 0.1 |
| Other | - | - | - | N/A |
| **Total nonoperating revenues (expenses)** | (413,639.83) | (783,970.00) | 370,330.17 | 47.2 |
| Transfers In | - | - | - | N/A |
| Transfers Out [4] | (3,567,449.89) | - | (3,567,449.89) | N/A |
| **Net income (loss)** | **$ 17,461,966.62** | **$ 14,937,764.00** | **$ 2,524,202.62** | **16.9** |

[1]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.
[2]Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.
[3]Depreciation and amortization are not budgeted items.
[4]Transfers Out: For M2 Project I and Project J expense reimbursements.

## Capital Asset Activity

During the six months ending December 31, 2022, capital asset activities included payments of $523,251 attributed to the Electronic Toll and Traffic Management system project and $297,339 attributed to the BOS implementation project.

# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 EL for December 2022 was 1,325,035. This represents a daily average of 42,743 vehicles. This is a 5.2 percent decrease in total traffic volume from the same period last year, which totaled 1,397,838. Potential toll revenue for December was $5,125,487, which represents a decrease of 1.8 percent from the prior year's total of $5,220,309. The decreases in traffic volume and potential toll revenues can be attributed to the weekend closure of the westbound RCTC Express Lanes for the 91 Refresh Project lane repaving. Carpool percentage for December was 24.3 percent as compared to the previous year's rate of 22.8 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 RCTC 91 EL and associated potential revenue for the month of December 2022.

**Current MTD as of December 31, 2022**

| Trips | DEC-22 MTD Actual | Stantec MTD Projected | # Variance | % Variance | DEC-21 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| Full Toll Lanes | 1,002,439 | 880,571 | 121,868 | 13.8% | 1,079,651 | (7.2%) |
| 3+ Lanes | 322,596 | 320,571 | 2,025 | 0.6% | 318,187 | 1.4% |
| Total Gross Trips | 1,325,035 | 1,201,143 | 123,892 | 10.3% | 1,397,838 | (5.2%) |
| **Revenue** | | | | | | |
| Full Toll Lanes | $5,072,859 | $4,210,571 | $862,288 | 20.5% | $5,178,614 | (2.0%) |
| 3+ Lanes | $52,628 | $0 | $52,628 | | $41,695 | 26.2% |
| Total Gross Revenue | $5,125,487 | $4,210,571 | $914,916 | 21.7% | $5,220,309 | (1.8%) |
| **Average Revenue per Trip** | | | | | | |
| Average Full Toll Lanes | $5.06 | $4.78 | $0.28 | 5.9% | $4.80 | 5.4% |
| Average 3+ Lanes | $0.16 | $0.00 | $0.16 | | $0.13 | 23.1% |
| Average Gross Revenue | $3.87 | $3.51 | $0.36 | 10.3% | $3.73 | 3.8% |

The 2023 fiscal YTD traffic volume decreased by five percent, and potential toll revenue increased by 2.5 percent, when compared with the same period the prior year. YTD average revenue per trip is $3.97.

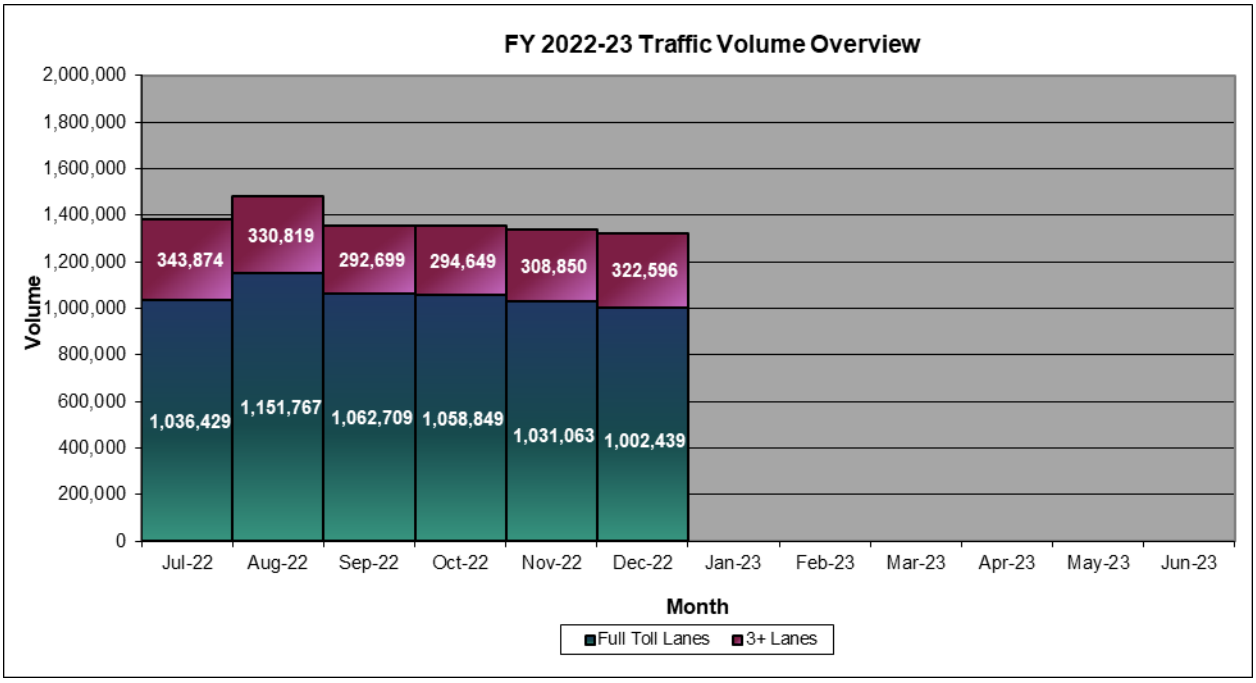
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2022 through December 2022.

**FY 2022-23 YTD as of December 31, 2022**

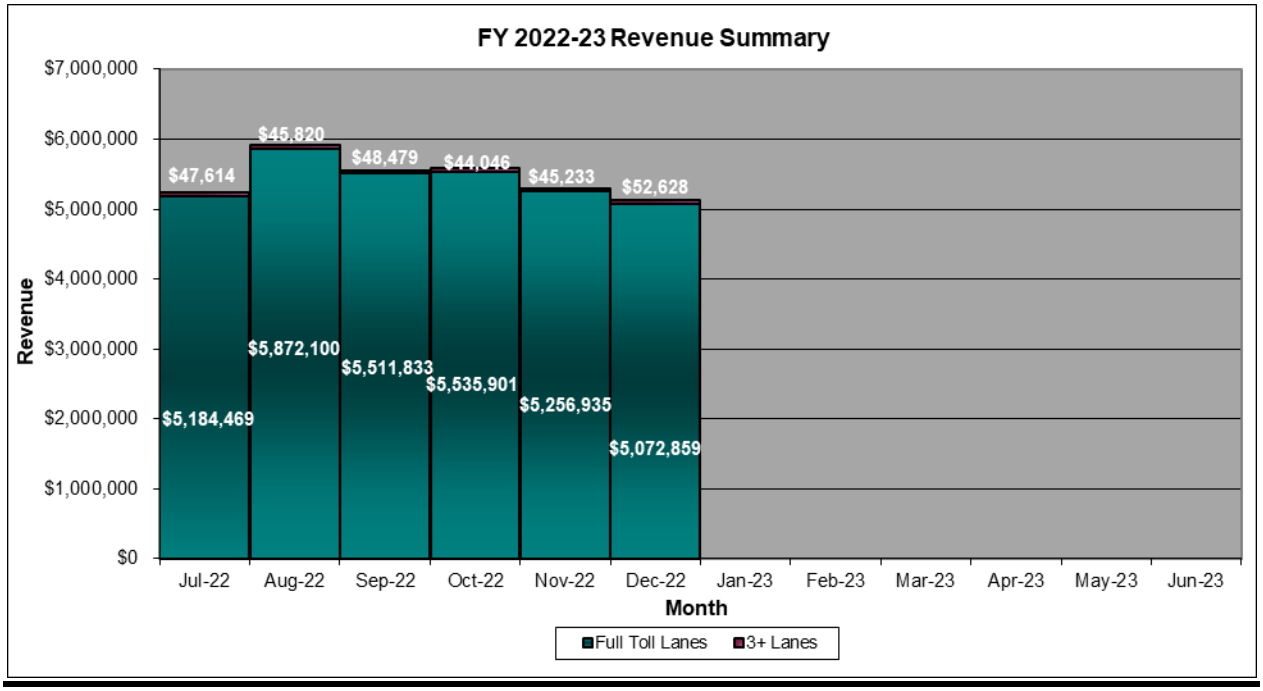
| Trips | FY 2022-23 YTD Actual | Stantec YTD Projected | # Variance | % Variance | FY 2021-22 YTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| Full Toll Lanes | 6,343,256 | 5,545,314 | 797,942 | 14.4% | 6,817,040 | (6.9%) |
| 3+ Lanes | 1,893,487 | 2,006,000 | (112,513) | (5.6%) | 1,856,354 | 2.0% |
| Total Gross Trips | 8,236,743 | 7,551,314 | 685,429 | 9.1% | 8,673,394 | (5.0%) |
| **Revenue** | | | | | | |
| Full Toll Lanes | $32,434,096 | $26,463,657 | $5,970,439 | 22.6% | $31,665,898 | 2.4% |
| 3+ Lanes | $283,820 | $0 | $283,820 | | $243,753 | 16.4% |
| Total Gross Revenue | $32,717,916 | $26,463,657 | $6,254,259 | 23.6% | $31,909,651 | 2.5% |
| **Average Revenue per Trip** | | | | | | |
| Average Full Toll Lanes | $5.11 | $4.77 | $0.34 | 7.1% | $4.65 | 9.9% |
| Average 3+ Lanes | $0.15 | $0.00 | $0.15 | | $0.13 | 15.4% |
| Average Gross Revenue | $3.97 | $3.50 | $0.47 | 13.4% | $3.68 | 7.9% |

## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2022-23 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2022-23 on a monthly basis.



## RCTC PEAK-HOUR VOLUMES

In December, 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**

| | Monday | | | 11/28/22 | | Tuesday | | | 11/29/22 | | Wednesday | | | 11/30/22 | | Thursday | | | 12/01/22 | | Friday | | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | | | | | | | | | | | | | | | | $13.85 | 204 | 1,047 | 1,251 | E | $27.90 | 254 | 1,024 | 1,278 | E |
| 1500 - 1600 | | | | | | | | | | | | | | | | $17.30 | 230 | 1,004 | 1,234 | E | $27.60 | 287 | 932 | 1,219 | E |
| 1600 - 1700 | | | | | | | | | | | | | | | | $8.05 | 225 | 907 | 1,132 | D | $16.25 | 249 | 884 | 1,133 | D |
| 1700 - 1800 | | | | | | | | | | | | | | | | $5.65 | 228 | 823 | 1,051 | D | $7.35 | 222 | 840 | 1,062 | D |
| 1800 - 1900 | | | | | | | | | | | | | | | | $5.65 | 272 | 868 | 1,140 | D | $5.65 | 235 | 718 | 953 | C |
| 1900 - 2000 | | | | | | | | | | | | | | | | $5.65 | 222 | 553 | 775 | B | $4.45 | 238 | 512 | 750 | B |

| | Monday | | | 12/05/22 | | Tuesday | | | 12/06/22 | | Wednesday | | | 12/07/22 | | Thursday | | | 12/08/22 | | Friday | | | 12/09/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 193 | 951 | 1,144 | D | $7.35 | 176 | 1,046 | 1,222 | E | $9.55 | 196 | 1,006 | 1,202 | E | $13.85 | 216 | 1,088 | 1,304 | F | $27.90 | 243 | 1,091 | 1,334 | F |
| 1500 - 1600 | $8.05 | 203 | 987 | 1,190 | D | $10.20 | 260 | 1,011 | 1,271 | E | $13.40 | 245 | 1,013 | 1,258 | E | $17.30 | 245 | 965 | 1,210 | E | $27.60 | 268 | 926 | 1,194 | D |
| 1600 - 1700 | $5.65 | 198 | 921 | 1,119 | D | $5.65 | 232 | 900 | 1,132 | D | $5.65 | 206 | 946 | 1,152 | D | $8.05 | 210 | 934 | 1,144 | D | $16.25 | 267 | 931 | 1,198 | D |
| 1700 - 1800 | $5.65 | 249 | 842 | 1,091 | D | $5.65 | 224 | 867 | 1,091 | D | $5.65 | 219 | 882 | 1,101 | D | $5.65 | 241 | 873 | 1,114 | D | $7.35 | 229 | 873 | 1,102 | D |
| 1800 - 1900 | $5.65 | 315 | 837 | 1,152 | D | $5.65 | 275 | 798 | 1,073 | D | $5.65 | 258 | 852 | 1,110 | D | $5.65 | 253 | 877 | 1,130 | D | $5.65 | 310 | 892 | 1,202 | E |
| 1900 - 2000 | $2.40 | 197 | 524 | 721 | B | $4.45 | 251 | 733 | 984 | C | $4.45 | 283 | 852 | 1,135 | D | $5.65 | 293 | 839 | 1,132 | D | $4.45 | 323 | 833 | 1,156 | D |

| | Monday | | | 12/12/22 | | Tuesday | | | 12/13/22 | | Wednesday | | | 12/14/22 | | Thursday | | | 12/15/22 | | Friday | | | 12/16/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 159 | 803 | 962 | C | $7.35 | 166 | 1,089 | 1,255 | E | $9.55 | 193 | 1,066 | 1,259 | E | $13.85 | 196 | 1,074 | 1,270 | E | $27.90 | 276 | 1,028 | 1,304 | F |
| 1500 - 1600 | $8.05 | 191 | 887 | 1,078 | D | $10.20 | 233 | 997 | 1,230 | E | $13.40 | 205 | 964 | 1,169 | D | $17.30 | 244 | 966 | 1,210 | E | $27.60 | 280 | 932 | 1,212 | E |
| 1600 - 1700 | $5.65 | 194 | 804 | 998 | C | $5.65 | 224 | 914 | 1,138 | D | $5.65 | 214 | 985 | 1,199 | D | $8.05 | 204 | 934 | 1,138 | D | $16.25 | 280 | 934 | 1,214 | E |
| 1700 - 1800 | $5.65 | 195 | 726 | 921 | C | $5.65 | 196 | 859 | 1,055 | D | $5.65 | 199 | 912 | 1,111 | D | $5.65 | 212 | 910 | 1,122 | D | $7.35 | 273 | 881 | 1,154 | D |
| 1800 - 1900 | $5.65 | 195 | 591 | 786 | B | $5.65 | 267 | 821 | 1,088 | D | $5.65 | 264 | 871 | 1,135 | D | $5.65 | 261 | 841 | 1,102 | D | $5.65 | 306 | 857 | 1,163 | D |
| 1900 - 2000 | $2.40 | 141 | 375 | 516 | B | $4.45 | 306 | 786 | 1,092 | D | $4.45 | 266 | 821 | 1,087 | D | $5.65 | 322 | 807 | 1,129 | D | $4.45 | 349 | 827 | 1,176 | D |

| | Monday | | | 12/19/22 | | Tuesday | | | 12/20/22 | | Wednesday | | | 12/21/22 | | Thursday | | | 12/22/22 | | Friday | | | 12/23/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $7.35 | 225 | 951 | 1,176 | D | $7.35 | 244 | 967 | 1,211 | E | $9.55 | 222 | 1,009 | 1,231 | E | $13.85 | 317 | 1,075 | 1,392 | F | $27.90 | 396 | 923 | 1,319 | F |
| 1500 - 1600 | $8.05 | 288 | 1,011 | 1,299 | E | $10.20 | 256 | 1,004 | 1,260 | E | $13.40 | 274 | 943 | 1,217 | E | $17.30 | 368 | 1,025 | 1,393 | F | $27.60 | 308 | 841 | 1,149 | D |
| 1600 - 1700 | $5.65 | 203 | 972 | 1,175 | D | $5.65 | 237 | 942 | 1,179 | D | $5.65 | 248 | 912 | 1,160 | D | $8.05 | 273 | 966 | 1,239 | E | $16.25 | 259 | 832 | 1,091 | D |
| 1700 - 1800 | $5.65 | 266 | 863 | 1,129 | D | $5.65 | 305 | 1,052 | 1,357 | F | $5.65 | 231 | 842 | 1,073 | D | $5.65 | 256 | 870 | 1,126 | D | $7.35 | 258 | 636 | 894 | C |
| 1800 - 1900 | $5.65 | 276 | 775 | 1,051 | D | $5.65 | 289 | 814 | 1,103 | D | $5.65 | 292 | 847 | 1,139 | D | $5.65 | 329 | 879 | 1,208 | E | $5.65 | 221 | 493 | 714 | B |
| 1900 - 2000 | $2.40 | 299 | 768 | 1,067 | D | $4.45 | 349 | 795 | 1,144 | D | $4.45 | 313 | 836 | 1,149 | D | $5.65 | 242 | 673 | 915 | C | $4.45 | 217 | 410 | 627 | B |

| | Monday | | | 12/26/22 | | Tuesday | | | 12/27/22 | | Wednesday | | | 12/28/22 | | Thursday | | | 12/29/22 | | Friday | | | 12/30/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 310 | 658 | 968 | C | $7.35 | 307 | 1,024 | 1,331 | F | $9.55 | 306 | 987 | 1,293 | E | $13.85 | 326 | 1,036 | 1,362 | F | $27.90 | 349 | 937 | 1,286 | E |
| 1500 - 1600 | $4.45 | 259 | 502 | 761 | B | $10.20 | 269 | 921 | 1,190 | D | $13.40 | 295 | 942 | 1,237 | E | $17.30 | 284 | 965 | 1,249 | E | $27.60 | 312 | 823 | 1,135 | D |
| 1600 - 1700 | $4.45 | 234 | 451 | 685 | B | $5.65 | 273 | 825 | 1,098 | D | $5.65 | 290 | 857 | 1,147 | D | $8.05 | 273 | 940 | 1,213 | E | $16.25 | 357 | 840 | 1,197 | D |
| 1700 - 1800 | $4.45 | 235 | 384 | 619 | B | $5.65 | 273 | 780 | 1,053 | D | $5.65 | 272 | 795 | 1,067 | D | $5.65 | 259 | 820 | 1,079 | D | $7.35 | 317 | 874 | 1,191 | D |
| 1800 - 1900 | $4.45 | 226 | 310 | 536 | B | $5.65 | 290 | 624 | 914 | C | $5.65 | 287 | 598 | 885 | C | $5.65 | 233 | 535 | 768 | B | $5.65 | 297 | 716 | 1,013 | D |
| 1900 - 2000 | $2.40 | 220 | 284 | 504 | B | $4.45 | 168 | 373 | 541 | B | $4.45 | 196 | 363 | 559 | B | $5.65 | 228 | 407 | 635 | B | $4.45 | 210 | 557 | 767 | B |

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

| | Monday | | | 11/28/22 | | Tuesday | | | 11/29/22 | | Wednesday | | | 11/30/22 | | Thursday | | | 12/01/22 | | Friday | | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | | | | | | | | | | | | | | | | $5.65 | 114 | 746 | 860 | C | $5.65 | 131 | 776 | 907 | C |
| 1500 - 1600 | | | | | | | | | | | | | | | | $5.65 | 130 | 698 | 828 | C | $5.65 | 135 | 619 | 754 | B |
| 1600 - 1700 | | | | | | | | | | | | | | | | $5.65 | 132 | 602 | 734 | B | $3.15 | 125 | 587 | 712 | B |
| 1700 - 1800 | | | | | | | | | | | | | | | | $3.15 | 138 | 605 | 743 | B | $3.15 | 146 | 519 | 665 | B |
| 1800 - 1900 | | | | | | | | | | | | | | | | $3.15 | 157 | 614 | 771 | B | $3.15 | 107 | 472 | 579 | B |
| 1900 - 2000 | | | | | | | | | | | | | | | | $3.15 | 141 | 477 | 618 | B | $3.15 | 132 | 349 | 481 | B |

| | Monday | | | 12/05/22 | | Tuesday | | | 12/06/22 | | Wednesday | | | 12/07/22 | | Thursday | | | 12/08/22 | | Friday | | | 12/09/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 101 | 747 | 848 | C | $5.65 | 96 | 790 | 886 | C | $5.65 | 105 | 713 | 818 | C | $5.65 | 110 | 736 | 846 | C | $5.65 | 118 | 715 | 833 | C |
| 1500 - 1600 | $5.65 | 96 | 697 | 793 | B | $5.65 | 133 | 743 | 876 | C | $5.65 | 127 | 715 | 842 | C | $5.65 | 130 | 768 | 898 | C | $5.65 | 133 | 703 | 836 | C |
| 1600 - 1700 | $3.15 | 118 | 633 | 751 | B | $5.65 | 115 | 639 | 754 | B | $5.65 | 117 | 644 | 761 | B | $5.65 | 109 | 654 | 763 | B | $3.15 | 137 | 616 | 753 | B |
| 1700 - 1800 | $3.15 | 131 | 614 | 745 | B | $3.15 | 117 | 593 | 710 | B | $3.15 | 117 | 632 | 749 | B | $3.15 | 118 | 563 | 681 | B | $3.15 | 133 | 653 | 786 | B |
| 1800 - 1900 | $3.15 | 152 | 610 | 762 | B | $3.15 | 169 | 602 | 771 | B | $3.15 | 157 | 560 | 717 | B | $3.15 | 154 | 583 | 737 | B | $3.15 | 174 | 592 | 766 | B |
| 1900 - 2000 | $3.15 | 116 | 351 | 467 | B | $3.15 | 182 | 580 | 762 | B | $3.15 | 185 | 592 | 777 | B | $3.15 | 176 | 623 | 799 | B | $3.15 | 196 | 541 | 737 | B |

| | Monday | | | 12/12/22 | | Tuesday | | | 12/13/22 | | Wednesday | | | 12/14/22 | | Thursday | | | 12/15/22 | | Friday | | | 12/16/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 111 | 600 | 711 | B | $5.65 | 125 | 746 | 871 | C | $5.65 | 106 | 803 | 909 | C | $5.65 | 103 | 839 | 942 | C | $5.65 | 121 | 682 | 803 | C |
| 1500 - 1600 | $5.65 | 118 | 713 | 831 | C | $5.65 | 144 | 755 | 899 | C | $5.65 | 138 | 754 | 892 | C | $5.65 | 140 | 708 | 848 | C | $5.65 | 125 | 643 | 768 | B |
| 1600 - 1700 | $3.15 | 103 | 603 | 706 | B | $5.65 | 119 | 684 | 803 | C | $5.65 | 116 | 669 | 785 | B | $5.65 | 124 | 658 | 782 | B | $3.15 | 147 | 684 | 831 | C |
| 1700 - 1800 | $3.15 | 114 | 552 | 666 | B | $3.15 | 138 | 567 | 705 | B | $3.15 | 102 | 640 | 742 | B | $3.15 | 126 | 588 | 714 | B | $3.15 | 150 | 613 | 763 | B |
| 1800 - 1900 | $3.15 | 127 | 446 | 573 | B | $3.15 | 159 | 563 | 722 | B | $3.15 | 141 | 616 | 757 | B | $3.15 | 176 | 543 | 719 | B | $3.15 | 199 | 546 | 745 | B |
| 1900 - 2000 | $3.15 | 99 | 304 | 403 | B | $3.15 | 178 | 667 | 845 | C | $3.15 | 224 | 662 | 886 | C | $3.15 | 203 | 663 | 866 | C | $3.15 | 224 | 544 | 768 | B |

| | Monday | | | 12/19/22 | | Tuesday | | | 12/20/22 | | Wednesday | | | 12/21/22 | | Thursday | | | 12/22/22 | | Friday | | | 12/23/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $5.65 | 132 | 682 | 814 | C | $5.65 | 122 | 695 | 817 | C | $5.65 | 154 | 726 | 880 | C | $5.65 | 39 | 192 | 231 | A | $5.65 | 208 | 706 | 914 | C |
| 1500 - 1600 | $5.65 | 169 | 708 | 877 | C | $5.65 | 139 | 770 | 909 | C | $5.65 | 132 | 693 | 825 | C | $5.65 | 185 | 759 | 944 | C | $5.65 | 195 | 609 | 804 | C |
| 1600 - 1700 | $3.15 | 117 | 622 | 739 | B | $5.65 | 108 | 705 | 813 | C | $5.65 | 125 | 617 | 742 | B | $5.65 | 133 | 628 | 761 | B | $3.15 | 192 | 601 | 793 | B |
| 1700 - 1800 | $3.15 | 131 | 593 | 724 | B | $3.15 | 82 | 362 | 444 | B | $3.15 | 135 | 620 | 755 | B | $3.15 | 141 | 589 | 730 | B | $3.15 | 142 | 481 | 623 | B |
| 1800 - 1900 | $3.15 | 187 | 592 | 779 | B | $3.15 | 164 | 557 | 721 | B | $3.15 | 160 | 615 | 775 | B | $3.15 | 199 | 558 | 757 | B | $3.15 | 150 | 380 | 530 | B |
| 1900 - 2000 | $3.15 | 194 | 567 | 761 | B | $3.15 | 233 | 589 | 822 | C | $3.15 | 233 | 639 | 872 | C | $3.15 | 163 | 442 | 605 | B | $3.15 | 143 | 317 | 460 | B |

| | Monday | | | 12/26/22 | | Tuesday | | | 12/27/22 | | Wednesday | | | 12/28/22 | | Thursday | | | 12/29/22 | | Friday | | | 12/30/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM 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 |
| 1400 - 1500 | $3.15 | 172 | 344 | 516 | B | $5.65 | 169 | 676 | 845 | C | $5.65 | 145 | 709 | 854 | C | $5.65 | 165 | 669 | 834 | C | $5.65 | 143 | 565 | 708 | B |
| 1500 - 1600 | $3.15 | 143 | 331 | 474 | B | $5.65 | 169 | 627 | 796 | B | $5.65 | 146 | 665 | 811 | C | $5.65 | 141 | 666 | 807 | C | $5.65 | 170 | 549 | 719 | B |
| 1600 - 1700 | $3.15 | 152 | 293 | 445 | B | $5.65 | 164 | 513 | 677 | B | $5.65 | 138 | 628 | 766 | B | $5.65 | 154 | 605 | 759 | B | $3.15 | 173 | 490 | 663 | B |
| 1700 - 1800 | $3.15 | 174 | 260 | 434 | B | $3.15 | 190 | 540 | 730 | B | $3.15 | 173 | 553 | 726 | B | $3.15 | 156 | 556 | 712 | B | $3.15 | 174 | 512 | 686 | B |
| 1800 - 1900 | $3.15 | 159 | 197 | 356 | A | $3.15 | 156 | 453 | 609 | B | $3.15 | 157 | 423 | 580 | B | $3.15 | 139 | 418 | 557 | B | $3.15 | 173 | 459 | 632 | B |
| 1900 - 2000 | $3.15 | 134 | 175 | 309 | A | $3.15 | 116 | 272 | 388 | A | $3.15 | 140 | 296 | 436 | B | $3.15 | 161 | 310 | 471 | B | $3.15 | 165 | 386 | 551 | B |

# RCTC WESTBOUND PEAK-HOUR VOLUMES

**Westbound AM Peak - McKinley to County Line**

| | Monday | | | 11/28/22 | | Tuesday | | | 11/29/22 | | Wednesday | | | 11/30/22 | | Thursday | | | 12/01/22 | | Friday | | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | | | | | | | | | | | | | | | | $2.40 | 218 | 407 | 625 | B | $2.40 | 181 | 393 | 574 | B |
| 0500 - 0600 | | | | | | | | | | | | | | | | $9.85 | 388 | 1,045 | 1,433 | F | $5.65 | 343 | 816 | 1,159 | D |
| 0600 - 0700 | | | | | | | | | | | | | | | | $18.00 | 404 | 1,245 | 1,649 | F | $10.90 | 353 | 1,058 | 1,411 | F |
| 0700 - 0800 | | | | | | | | | | | | | | | | $15.30 | 356 | 1,110 | 1,466 | F | $8.35 | 290 | 980 | 1,270 | E |
| 0800 - 0900 | | | | | | | | | | | | | | | | $9.05 | 183 | 949 | 1,132 | D | $5.65 | 123 | 854 | 977 | C |
| 0900 - 1000 | | | | | | | | | | | | | | | | $5.65 | 163 | 789 | 952 | C | $4.45 | 105 | 675 | 780 | B |

| | Monday | | | 12/05/22 | | Tuesday | | | 12/06/22 | | Wednesday | | | 12/07/22 | | Thursday | | | 12/08/22 | | Friday | | | 12/09/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 200 | 391 | 591 | B | $2.40 | 227 | 431 | 658 | B | $2.40 | 210 | 380 | 590 | B | $2.40 | 232 | 451 | 683 | B | $2.40 | 187 | 326 | 513 | B |
| 0500 - 0600 | $11.65 | 404 | 1,010 | 1,414 | F | $11.65 | 436 | 1,025 | 1,461 | F | $11.65 | 432 | 1,026 | 1,458 | F | $9.85 | 296 | 788 | 1,084 | D | $5.65 | 361 | 913 | 1,274 | E |
| 0600 - 0700 | $18.00 | 392 | 1,195 | 1,587 | F | $19.05 | 405 | 1,231 | 1,636 | F | $19.05 | 377 | 1,238 | 1,615 | F | $18.00 | 466 | 1,219 | 1,685 | F | $10.90 | 356 | 984 | 1,340 | E |
| 0700 - 0800 | $15.60 | 410 | 1,218 | 1,628 | F | $16.35 | 380 | 1,275 | 1,655 | F | $16.35 | 339 | 1,150 | 1,489 | F | $15.30 | 413 | 1,211 | 1,624 | F | $8.35 | 310 | 1,023 | 1,333 | E |
| 0800 - 0900 | $9.05 | 178 | 988 | 1,166 | D | $10.10 | 155 | 1,204 | 1,359 | F | $10.10 | 196 | 929 | 1,125 | D | $9.05 | 201 | 991 | 1,192 | D | $5.65 | 156 | 850 | 1,006 | D |
| 0900 - 1000 | $5.65 | 129 | 820 | 949 | C | $5.65 | 133 | 850 | 983 | C | $5.65 | 138 | 779 | 917 | C | $5.65 | 148 | 795 | 943 | C | $4.45 | 128 | 741 | 869 | C |

| | Monday | | | 12/12/22 | | Tuesday | | | 12/13/22 | | Wednesday | | | 12/14/22 | | Thursday | | | 12/15/22 | | Friday | | | 12/16/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 206 | 386 | 592 | B | $2.40 | 228 | 420 | 648 | B | $2.40 | 212 | 399 | 611 | B | $2.40 | 232 | 451 | 683 | B | $2.40 | 198 | 366 | 564 | B |
| 0500 - 0600 | $11.65 | 340 | 828 | 1,168 | D | $11.65 | 381 | 915 | 1,296 | E | $11.65 | 394 | 931 | 1,325 | E | $9.85 | 403 | 986 | 1,389 | F | $5.65 | 327 | 880 | 1,207 | E |
| 0600 - 0700 | $18.00 | 363 | 1,008 | 1,371 | F | $19.05 | 408 | 1,215 | 1,623 | F | $19.05 | 415 | 1,174 | 1,589 | F | $18.00 | 402 | 1,213 | 1,615 | F | $10.90 | 394 | 1,033 | 1,427 | F |
| 0700 - 0800 | $15.60 | 346 | 921 | 1,267 | E | $16.35 | 367 | 1,266 | 1,633 | F | $16.35 | 362 | 1,071 | 1,433 | F | $15.30 | 371 | 1,131 | 1,502 | F | $8.35 | 301 | 876 | 1,177 | D |
| 0800 - 0900 | $9.05 | 159 | 808 | 967 | C | $10.10 | 192 | 1,222 | 1,414 | F | $10.10 | 209 | 1,129 | 1,338 | E | $9.05 | 176 | 994 | 1,170 | D | $5.65 | 175 | 811 | 986 | C |
| 0900 - 1000 | $5.65 | 156 | 802 | 958 | C | $5.65 | 183 | 962 | 1,145 | D | $5.65 | 174 | 913 | 1,087 | D | $5.65 | 179 | 867 | 1,046 | D | $4.45 | 182 | 755 | 937 | C |

| | Monday | | | 12/19/22 | | Tuesday | | | 12/20/22 | | Wednesday | | | 12/21/22 | | Thursday | | | 12/22/22 | | Friday | | | 12/23/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.40 | 189 | 383 | 572 | B | $2.40 | 182 | 362 | 544 | B | $2.40 | 199 | 362 | 561 | B | $2.40 | 191 | 344 | 535 | B | $2.40 | 128 | 229 | 357 | A |
| 0500 - 0600 | $11.65 | 361 | 925 | 1,286 | E | $11.65 | 377 | 936 | 1,313 | E | $11.65 | 358 | 914 | 1,272 | E | $9.85 | 332 | 827 | 1,159 | D | $5.65 | 212 | 554 | 766 | B |
| 0600 - 0700 | $18.00 | 363 | 1,017 | 1,380 | F | $19.05 | 369 | 1,058 | 1,427 | F | $19.05 | 378 | 1,061 | 1,439 | F | $18.00 | 312 | 1,002 | 1,314 | E | $10.90 | 201 | 605 | 806 | C |
| 0700 - 0800 | $15.60 | 307 | 958 | 1,265 | E | $16.35 | 325 | 983 | 1,308 | E | $16.35 | 278 | 901 | 1,179 | D | $15.30 | 283 | 800 | 1,083 | D | $8.35 | 184 | 533 | 717 | B |
| 0800 - 0900 | $9.05 | 149 | 849 | 998 | C | $10.10 | 142 | 915 | 1,057 | D | $10.10 | 183 | 749 | 932 | C | $9.05 | 170 | 720 | 890 | C | $5.65 | 128 | 556 | 684 | B |
| 0900 - 1000 | $5.65 | 184 | 647 | 831 | C | $5.65 | 191 | 787 | 978 | C | $5.65 | 167 | 741 | 908 | C | $5.65 | 210 | 675 | 885 | C | $4.45 | 173 | 553 | 726 | B |

| | Monday | | | 12/26/22 | | Tuesday | | | 12/27/22 | | Wednesday | | | 12/28/22 | | Thursday | | | 12/29/22 | | Friday | | | 12/30/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $1.65 | 25 | 39 | 64 | A | $2.40 | 153 | 301 | 454 | B | $2.40 | 169 | 271 | 440 | B | $2.40 | 153 | 284 | 437 | B | $2.40 | 100 | 204 | 304 | A |
| 0500 - 0600 | $1.65 | 38 | 74 | 112 | A | $11.65 | 276 | 701 | 977 | C | $11.65 | 276 | 650 | 926 | C | $9.85 | 274 | 635 | 909 | C | $5.65 | 203 | 491 | 694 | B |
| 0600 - 0700 | $1.65 | 37 | 129 | 166 | A | $19.05 | 220 | 681 | 901 | C | $19.05 | 199 | 632 | 831 | C | $18.00 | 218 | 627 | 845 | C | $10.90 | 172 | 500 | 672 | B |
| 0700 - 0800 | $1.65 | 64 | 168 | 232 | A | $16.35 | 162 | 590 | 752 | B | $16.35 | 176 | 574 | 750 | B | $15.30 | 165 | 511 | 676 | B | $8.35 | 148 | 427 | 575 | B |
| 0800 - 0900 | $1.65 | 114 | 231 | 345 | A | $10.10 | 138 | 533 | 671 | B | $10.10 | 147 | 529 | 676 | B | $9.05 | 168 | 536 | 704 | B | $5.65 | 149 | 492 | 641 | B |
| 0900 - 1000 | $2.40 | 176 | 352 | 528 | B | $5.65 | 142 | 517 | 659 | B | $5.65 | 168 | 541 | 709 | B | $5.65 | 204 | 577 | 781 | B | $4.45 | 185 | 481 | 666 | B |

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

| | Monday | | | 11/28/22 | | Tuesday | | | 11/29/22 | | Wednesday | | | 11/30/22 | | Thursday | | | 12/01/22 | | Friday | | | 12/02/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | | | | | | | | | | | | | | | | $3.15 | 180 | 445 | 625 | B | $3.15 | 150 | 392 | 542 | B |
| 0500 - 0600 | | | | | | | | | | | | | | | | $7.30 | 256 | 987 | 1,243 | E | $5.65 | 215 | 796 | 1,011 | D |
| 0600 - 0700 | | | | | | | | | | | | | | | | $9.40 | 278 | 1,142 | 1,420 | F | $7.30 | 204 | 879 | 1,083 | D |
| 0700 - 0800 | | | | | | | | | | | | | | | | $9.40 | 192 | 980 | 1,172 | D | $7.30 | 162 | 910 | 1,072 | D |
| 0800 - 0900 | | | | | | | | | | | | | | | | $7.30 | 108 | 941 | 1,049 | D | $5.65 | 64 | 845 | 909 | C |
| 0900 - 1000 | | | | | | | | | | | | | | | | $5.65 | 119 | 772 | 891 | C | $5.65 | 69 | 672 | 741 | B |

| | Monday | | | 12/05/22 | | Tuesday | | | 12/06/22 | | Wednesday | | | 12/07/22 | | Thursday | | | 12/08/22 | | Friday | | | 12/09/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 176 | 475 | 651 | B | $3.15 | 170 | 483 | 653 | B | $3.15 | 172 | 443 | 615 | B | $3.15 | 166 | 459 | 625 | B | $3.15 | 147 | 409 | 556 | B |
| 0500 - 0600 | $7.30 | 246 | 995 | 1,241 | E | $7.30 | 263 | 1,058 | 1,321 | E | $7.30 | 275 | 1,020 | 1,295 | E | $7.30 | 267 | 1,004 | 1,271 | E | $5.65 | 204 | 827 | 1,031 | D |
| 0600 - 0700 | $9.40 | 296 | 1,134 | 1,430 | F | $9.40 | 309 | 1,199 | 1,508 | F | $9.40 | 269 | 1,170 | 1,439 | F | $9.40 | 279 | 1,205 | 1,484 | F | $7.30 | 250 | 903 | 1,153 | D |
| 0700 - 0800 | $9.40 | 177 | 1,033 | 1,210 | E | $9.40 | 215 | 1,087 | 1,302 | E | $9.40 | 174 | 1,122 | 1,296 | E | $9.40 | 197 | 1,066 | 1,263 | E | $7.30 | 182 | 862 | 1,044 | D |
| 0800 - 0900 | $7.30 | 120 | 1,004 | 1,124 | D | $7.30 | 91 | 1,105 | 1,196 | D | $7.30 | 126 | 920 | 1,046 | D | $7.30 | 110 | 990 | 1,100 | D | $5.65 | 125 | 864 | 989 | C |
| 0900 - 1000 | $5.65 | 80 | 867 | 947 | C | $5.65 | 108 | 873 | 981 | C | $5.65 | 126 | 879 | 1,005 | D | $5.65 | 126 | 891 | 1,017 | D | $5.65 | 113 | 742 | 855 | C |

| | Monday | | | 12/12/22 | | Tuesday | | | 12/13/22 | | Wednesday | | | 12/14/22 | | Thursday | | | 12/15/22 | | Friday | | | 12/16/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 158 | 459 | 617 | B | $3.15 | 196 | 496 | 692 | B | $3.15 | 167 | 468 | 635 | B | $3.15 | 168 | 424 | 592 | B | $3.15 | 105 | 358 | 463 | B |
| 0500 - 0600 | $7.30 | 213 | 851 | 1,064 | D | $7.30 | 278 | 935 | 1,213 | E | $7.30 | 275 | 965 | 1,240 | E | $7.30 | 262 | 979 | 1,241 | E | $5.65 | 205 | 817 | 1,022 | D |
| 0600 - 0700 | $9.40 | 267 | 1,010 | 1,277 | E | $9.40 | 286 | 1,190 | 1,476 | F | $9.40 | 279 | 1,154 | 1,433 | F | $9.40 | 281 | 1,127 | 1,408 | F | $7.30 | 268 | 940 | 1,208 | E |
| 0700 - 0800 | $9.40 | 185 | 848 | 1,033 | D | $9.40 | 169 | 1,056 | 1,225 | E | $9.40 | 192 | 1,001 | 1,193 | D | $9.40 | 198 | 1,039 | 1,237 | E | $7.30 | 180 | 875 | 1,055 | D |
| 0800 - 0900 | $7.30 | 124 | 916 | 1,040 | D | $7.30 | 132 | 1,116 | 1,248 | E | $7.30 | 131 | 1,030 | 1,161 | D | $7.30 | 136 | 953 | 1,089 | D | $5.65 | 98 | 748 | 846 | C |
| 0900 - 1000 | $5.65 | 111 | 766 | 877 | C | $5.65 | 126 | 929 | 1,055 | D | $5.65 | 114 | 954 | 1,068 | D | $5.65 | 137 | 964 | 1,101 | D | $5.65 | 117 | 783 | 900 | C |

| | Monday | | | 12/19/22 | | Tuesday | | | 12/20/22 | | Wednesday | | | 12/21/22 | | Thursday | | | 12/22/22 | | Friday | | | 12/23/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $3.15 | 144 | 465 | 609 | B | $3.15 | 156 | 448 | 604 | B | $3.15 | 139 | 415 | 554 | B | $3.15 | 130 | 386 | 516 | B | $3.15 | 73 | 229 | 302 | A |
| 0500 - 0600 | $7.30 | 263 | 928 | 1,191 | D | $7.30 | 260 | 901 | 1,161 | D | $7.30 | 237 | 906 | 1,143 | D | $7.30 | 238 | 821 | 1,059 | D | $5.65 | 156 | 504 | 660 | B |
| 0600 - 0700 | $9.40 | 241 | 1,081 | 1,322 | E | $9.40 | 250 | 1,097 | 1,347 | E | $9.40 | 251 | 1,011 | 1,262 | E | $9.40 | 232 | 960 | 1,192 | D | $7.30 | 117 | 518 | 635 | B |
| 0700 - 0800 | $9.40 | 175 | 903 | 1,078 | D | $9.40 | 160 | 993 | 1,153 | D | $9.40 | 166 | 882 | 1,048 | D | $9.40 | 149 | 789 | 938 | C | $7.30 | 87 | 533 | 620 | B |
| 0800 - 0900 | $7.30 | 136 | 882 | 1,018 | D | $7.30 | 102 | 892 | 994 | C | $7.30 | 125 | 827 | 952 | C | $7.30 | 142 | 738 | 880 | C | $5.65 | 78 | 513 | 591 | B |
| 0900 - 1000 | $5.65 | 109 | 714 | 823 | C | $5.65 | 153 | 807 | 960 | C | $5.65 | 123 | 651 | 774 | B | $5.65 | 152 | 755 | 907 | C | $5.65 | 132 | 494 | 626 | B |

| | Monday | | | 12/26/22 | | Tuesday | | | 12/27/22 | | Wednesday | | | 12/28/22 | | Thursday | | | 12/29/22 | | Friday | | | 12/30/22 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | $2.10 | 18 | 57 | 75 | A | $3.15 | 128 | 340 | 468 | B | $3.15 | 107 | 302 | 409 | B | $3.15 | 101 | 300 | 401 | B | $3.15 | 71 | 221 | 292 | A |
| 0500 - 0600 | $2.10 | 46 | 123 | 169 | A | $7.30 | 183 | 699 | 882 | C | $7.30 | 185 | 634 | 819 | C | $7.30 | 169 | 621 | 790 | B | $5.65 | 136 | 423 | 559 | B |
| 0600 - 0700 | $2.10 | 32 | 130 | 162 | A | $9.40 | 155 | 665 | 820 | C | $9.40 | 146 | 639 | 785 | B | $9.40 | 125 | 630 | 755 | B | $7.30 | 114 | 461 | 575 | B |
| 0700 - 0800 | $2.10 | 46 | 151 | 197 | A | $9.40 | 83 | 579 | 662 | B | $9.40 | 102 | 565 | 667 | B | $9.40 | 112 | 525 | 637 | B | $7.30 | 83 | 385 | 468 | B |
| 0800 - 0900 | $2.10 | 105 | 232 | 337 | A | $7.30 | 112 | 555 | 667 | B | $7.30 | 109 | 502 | 611 | B | $7.30 | 110 | 574 | 684 | B | $5.65 | 91 | 427 | 518 | B |
| 0900 - 1000 | $3.15 | 115 | 329 | 444 | B | $5.65 | 125 | 565 | 690 | B | $5.65 | 149 | 558 | 707 | B | $5.65 | 145 | 597 | 742 | B | $5.65 | 117 | 447 | 564 | B |

## RCTC OPERATIONAL HIGHLIGHTS

### On-Road Operations

RCTC Freeway Service Patrol responded to 60 calls during the month of December. Of those calls, 48 were to assist disabled vehicles, four calls to remove debris, and eight were in response to accidents that affected the 91 EL.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes
## Operating Statement

| | YTD as of : | 12/31/2022 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual[1]** | **Budget** | **Dollar $** | **Percent (%)** |
| | | | | |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 30,103,768.24 | $ 28,783,000.00 | $ 1,320,768.24 | 4.6 |
| Fee Revenue | 2,613,028.26 | 3,239,400.00 | (626,371.74) | (19.3) |
| **Total operating revenues** | 32,716,796.50 | 32,022,400.00 | 694,396.50 | 2.2 |
| | | | | |
| **Operating expenses:** | | | | |
| Salaries and Benefits | 368,873.05 | 402,750.00 | 33,876.95 | 8.4 |
| Legal Services | 16,570.80 | 175,000.00 | 158,429.20 | 90.5 |
| Advisory Services | 16,099.72 | 38,000.00 | 21,900.28 | 57.6 |
| Audit and Accounting Fees | 31,096.00 | 18,750.00 | (12,346.00) | (65.8) |
| Service Fees | 4,735.12 | 6,500.00 | 1,764.88 | 27.2 |
| Other Professional Services | 219,926.26 | 622,500.00 | 402,573.74 | 64.7 |
| Lease Expense | 127,540.15 | 166,850.00 | 39,309.85 | 23.6 |
| Operations | 1,374,481.52 | 2,326,000.00 | 951,518.48 | 40.9 |
| Utilities | 22,130.23 | 36,300.00 | 14,169.77 | 39.0 |
| Supplies and Materials | 591.59 | 5,300.00 | 4,708.41 | 88.8 |
| Membership and Subscription Fees | 22,944.69 | 14,150.00 | (8,794.69) | (62.2) |
| Office Equipment & Furniture (Non-Capital) | - | 40,000.00 | 40,000.00 | 100.0 |
| Maintenance/Repairs | 132,095.38 | 220,000.00 | 87,904.62 | 40.0 |
| Training Seminars and Conferences | 611.25 | 4,000.00 | 3,388.75 | 84.7 |
| Transportation Expenses | 414.23 | 1,450.00 | 1,035.77 | 71.4 |
| Lodging | 1,784.93 | 1,250.00 | (534.93) | (42.8) |
| Meals | 209.05 | 1,500.00 | 1,290.95 | 86.1 |
| Other Staff Expenses | 75.13 | 250.00 | 174.87 | 69.9 |
| Advertising | - | 75,000.00 | 75,000.00 | 100.0 |
| Program Management | 23,422.53 | 26,200.00 | 2,777.47 | 10.6 |
| Program Operations | 833,336.04 | 4,169,350.00 | 3,336,013.96 | 80.0 |
| Litigation Settlement | - | - | - | N/A |
| Furniture & Equipment | 3,965.57 | 37,500.00 | 33,534.43 | 89.4 |
| Improvements | - | 20,000.00 | 20,000.00 | 100.0 |
| Bad Debt Expense | 601.79 | - | (601.79) | N/A |
| **Total operating expenses** | 3,201,505.03 | 8,408,600.00 | 5,207,094.97 | 61.9 |
| | | | | |
| **Operating income (loss)** | 29,515,291.47 | 23,613,800.00 | 5,901,491.47 | 25.0 |
| | | | | |
| **Nonoperating revenues (expenses):** | | | | |
| Interest Revenue | 544,920.20 | 56,100.00 | 488,820.20 | (871.3) |
| Other Miscellaneous Revenue | 42,561.19 | - | 42,561.19 | N/A |
| Loss on Refunding | - | - | - | N/A |
| Principal Expense | - | - | - | N/A |
| Interest Expense | (6,178,735.36) | (11,100,500.00) | 4,921,764.64 | (44.3) |
| **Total nonoperating revenues (expenses)** | (5,591,253.97) | (11,044,400.00) | 5,453,146.03 | 49.4 |
| | | | | |
| Transfers In | 42.90 | - | 42.90 | N/A |
| Transfers Out | (598,700.00) | (622,350.00) | 23,650.00 | (3.8) |
| | | | | |
| **Net income (loss)** | **$ 23,325,380.40** | **$ 11,947,050.00** | **$ 11,378,330.40** | **95.2** |

[1] Unaudited

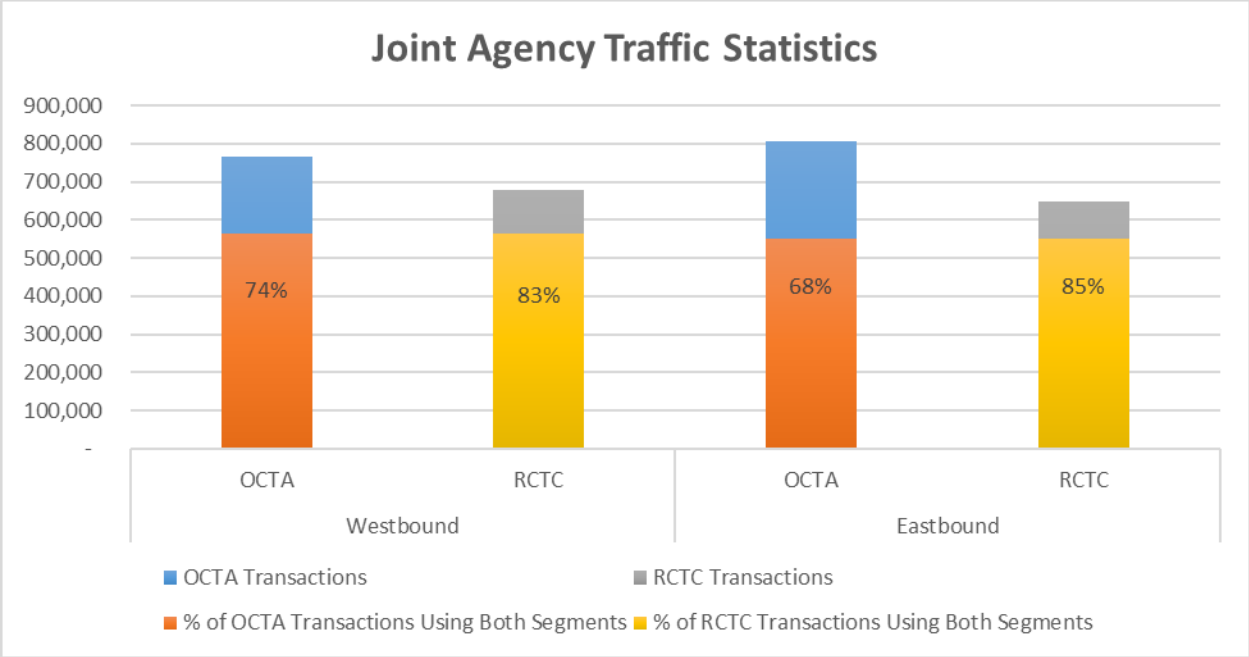
## JOINT AGENCY TRIP AND REVENUE STATISTICS

# MULTI AGENCY TRIP AND REVENUE STATISTICS

**MONTH ENDING** **December 31, 2022**

| MTD | Transactions by Agency | Transactions Using Both Segments | % Using Both Segments | Revenue |
|---|---|---|---|---|
| **Westbound** | | | | |
| OCTA | 764,020 | 564,635 | 74% | $2,117,699.90 |
| RCTC | 677,476 | 564,635 | 83% | $2,693,177.25 |
| **Eastbound** | | | | |
| OCTA | 804,590 | 549,345 | 68% | $2,819,839.04 |
| RCTC | 647,559 | 549,345 | 85% | $2,432,309.74 |

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY PERFORMANCE MEASURES

| REPORTING REQUIREMENT | REPORTING PERIOD | PERFORMANCE STANDARD | DECEMBER 2022 PERFORMANCE |
|---|---|---|---|
| **Customer Service** | | | |
| Service Level /Speed of Answer | Monthly | 80% answered within 60 seconds | 70% answered within 60 seconds |
| Abandon Percentage | Monthly | 4 % < | 3% |
| Customer Satisfaction Score | Monthly | 4.5 => | 4.9 |
| First Contact Resolution | Monthly | 85% of calls resolved on the first contact | 96.7% |
| **Timeliness of Case Resolution** | Monthly | 90% of cases resolved in one (1) business day | 99% |
| | Monthly | 98% of cases resolved within five (5) business days | 100% |
| **Mail Performance** | | | |
| 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% |
| **Accounting** | | | |
| 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 Indicator for service level was not achieved due to staffing shrinkage due to illnesses. Cofiroute is mitigating this effort by recruiting additional staff members, reducing lunch hours, and utilizing supervisory staff to assist with answering customer calls.

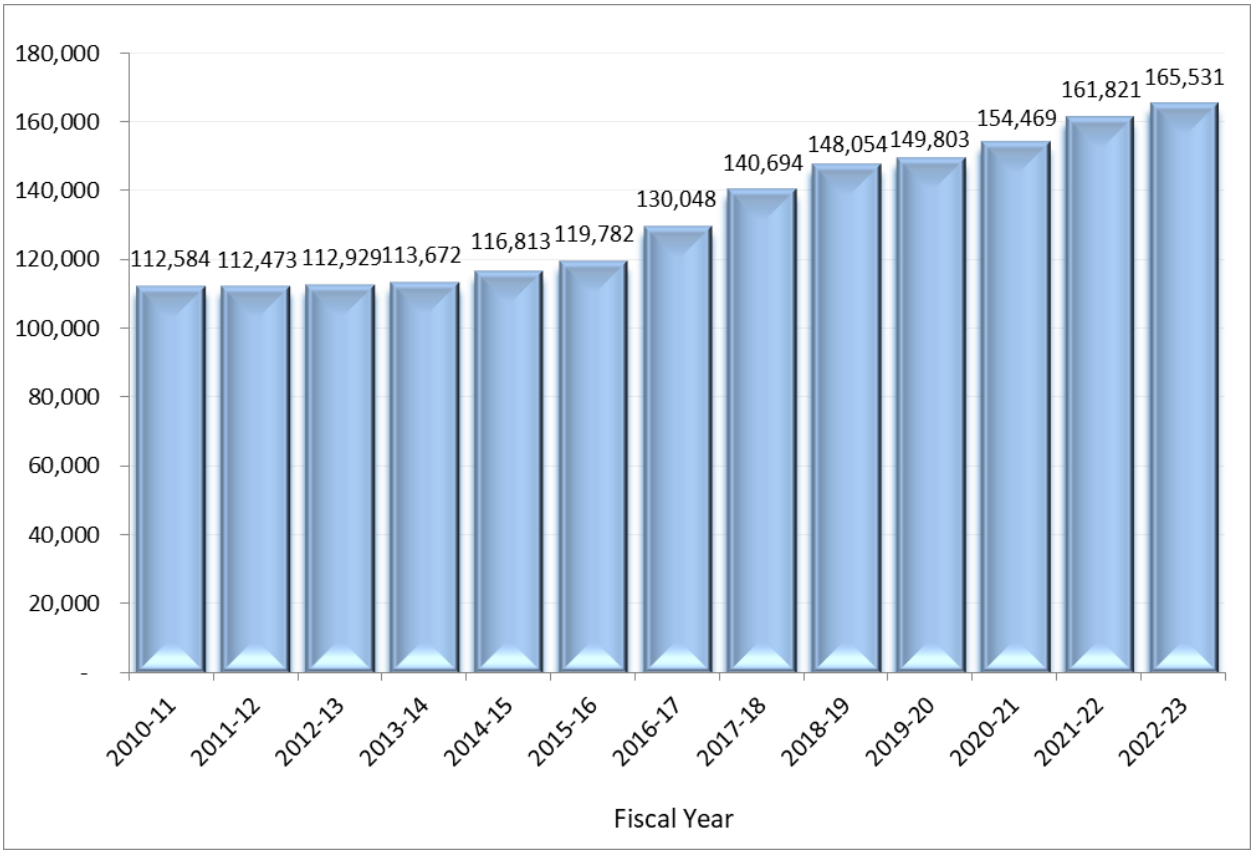
## JOINT AGENCY TRANSPONDER DISTRIBUTION

| 6C TRANSPONDER DISTRIBUTION | December-22 | | November-22 | | FY 2022-23 | |
|---|---|---|---|---|---|---|
| | Tags | % of Total | Tags | % of Total | Average To-Date | |
| **Issued** | | | | | | |
| To New Accounts | 1,283 | 19.3% | 533 | 8.0% | 363 | 4.9% |
| Additional Tags to Existing Accounts | 5,348 | 80.7% | 6,147 | 92.0% | 7,057 | 95.1% |
| Replacement Transponders | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| Total Issued | 6,631 | | 6,680 | | 7,420 | |
| **Returned** | | | | | | |
| Account Closures | | | | | | |
| Accounts Downsizing | | | | | | |
| Defective Transponders | | | | | | |
| Total Returned | | | | | | |

At the end of December 2022, the 91 EL had 165,531 active customer accounts and 657,416 transponders classified as assigned.

**Number of Accounts by FY**

**As of December 31, 2022**



# AGENDA ITEM 7G

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Toll Policy and Operations Committee<br>Reinland Jones, Toll Technology Manager |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Amend the Interstate 15 Express Lanes Project Toll Services Contract with Kapsch TrafficCom USA Inc. to Implement Dynamic Pricing on the 91 Express Lanes |

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

This item is for the Commission to:

1) Approve Change Order No. 33 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to implement Dynamic Pricing on the 91 Express Lanes in the amount of $3,191,086, plus a contingency amount of $223,559, for an additional amount of $3,414,645;
2) Authorize the Executive Director or Designee to approve contingency work as may be required for the Project; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order No. 33 to Agreement No. 16-31-043-00 on behalf of the Commission.

***BACKGROUND INFORMATION:***

At its January 2023 meeting, the Commission adopted Resolution No. 22-022 "*Resolution of the Riverside County Transportation Commission Adopting the RCTC 91 Express Lane Toll Policy and Toll Schedule"* whereby the 91 Express Lanes within Riverside County will be tolled dynamically. At that time staff informed the Commission that it would return to seek approval for two items necessary to perform dynamic pricing: the installation of poles and changes to the existing dynamic pricing system. This item is related to the dynamic pricing system.

Kapsch Traffic Com (Kapsch) developed a dynamic pricing system for the 15 Express Lanes that has been operating since 2021. Kapsch installed and maintains traffic detection devices and developed an algorithm, which adjusts the toll rates on the 15 Express Lanes based on traffic density. Kapsch also maintains and manages the on-road toll rate signs which are used to display the current toll rate. The design and development of the Kapsch dynamic pricing systems took several years and have functioned well since implementation began.

Dynamic pricing on the 91 Express Lanes is scheduled to be deployed in conjunction with the opening of the 15/91 Express Connector in late 2023. In order to achieve that schedule, staff has worked with Kapsch to develop a scope of work and cost for the addition of the 91 Express Lanes to the existing dynamic pricing system and the addition of one traffic detection device in the southern segment of the 15 Express Lanes.

***DISCUSSION:***

In order to leverage the prior development of the Kapsch provided dynamic pricing system and to allow for the coordination of toll rate setting and traffic density between the 15 Express Lanes and 91 Express Lanes, staff worked with Kapsch to negotiate a change order for the work related to dynamic pricing.

The Kapsch work related to dynamic pricing is as follows:

- Installation of 7 (6 on the 91 Express Lanes and 1 on the 15 Express Lanes) traffic monitoring devices;
- Integration and maintenance of the data from the traffic monitoring devices into the dynamic pricing algorithm; and
- Integrating and managing the display of dynamic prices on the 91 Express Lanes on-road price signs.

**Traffic Monitoring Devices**

Staff proposes that six traffic monitoring devices be strategically placed on poles within the shoulder adjacent to the 91 Express Lanes and one in the southern segment of the 15 Express Lanes. The devices will collect continuous traffic data from the Express Lanes in order to calculate traffic density. The traffic monitoring devices will be provided for by Kapsch who will install, calibrate and maintain them. Approval of an agreement to install the poles is a separate item on this same agenda.

**Integration of the Data**

Kapsch will be responsible for ensuring the data collected from the traffic monitoring devices is collected and transmitted through the communication network to the database. Kapsch will then uses the data to calculate density along the express lanes.

Kapsch will expand the existing algorithm to include the 91 Express Lanes. They will use the density information derived from each of the six traffic monitoring devices to establish the toll rates for each of the possible trips on the 91 Express Lanes. They will publish the toll rates to the on-road price signs and retain a record of the toll rates. Kapsch will also perform work on the user interfaces to include the 91 dynamic prices for monitoring by staff and develop reports used to monitor the pricing.

Additionally, as a part of this work Kapsch will be responsible for assigning the dynamically priced toll to each of the 91 Express Lanes toll transactions for processing to the user. As with the 15 Express Lanes, Kapsch will be responsible for the day-to-day operation of the dynamic pricing and any future updates or adjustments required.

**On-road Price Signs**

The current 91 price signs are programmed to receive time of day pricing and Kapsch will need to update the interface with the 91 Express Lanes signs to receive the dynamic prices. Two of the three 91 Express Lanes price signs already receive dynamic prices for the 15 Express Lanes and require minor modifications. The 91 westbound sign, however, does not currently display any dynamic prices and requires additional work in order for Kapsch to communicate with the sign and display dynamic prices.

Staff worked with Kapsch to develop the scope of work for the design, development, testing and maintenance of dynamic pricing on the 91 Express Lanes and for the additional traffic monitoring device on the 15 Express Lanes. The proposed pricing to implement this work is $2,235,586. The proposed maintenance cost for the remaining 7 years of the Kapsch agreement is $955,500. Table 1 provides a price breakdown. The additional work will be covered under the maintenance and performance requirements of the base Kapsch contract. The Commission previously underwent a process to add dynamic pricing for the 15/91 Connector to the Kapsch contract. The pricing established in the 15/91 Connector change order for labor hours and equipment was similar to that included in this change order. The Kapsch contract includes a competitive rate for job classifications exempting the need to negotiate hourly rates.

| Task | Cost |
|---|---:|
| Dynamic Pricing Implementation | $1,742,795 |
| Traffic Monitoring Devices | $492,791 |
| On-going Maintenance & Operations | $955,500 |
| Total | $3,191,086 |

*Table 1: Pricing Breakdown*

Based on staff's understanding of the level of work required to accomplish this work described in this change order staff believes the amount of this change order is fair and reasonable. Kapsch has proven their ability to deliver dynamic pricing for the 15 Express Lanes and staff is confident in their ability to do so again for the 91 Express Lanes.

A contingency of $223,559 has been included should there be unforeseen implementation issues after the poles on which the traffic monitoring devices will be placed are installed.

***RECOMMENDATION:***

Staff recommends approval of Change Order No. 33 to amend the Toll Services Agreement between the Commission and Kapsch in the amount of $3,191,086 with a contingency of

$223,559 with a total not to exceed of $3,414,645. Further, authorization is requested for the Chair or Executive Director to execute the change order on behalf of the Commission.

***FISCAL IMPACT:***

Services provided under this change order will be funded by 91 Express Lanes Toll Revenue. The work included in this change order will be paid over two fiscal years. The Fiscal Year 2023/24 budget includes an amount for, $2,035,000 and the remaining $1,379,645 will be requested with the subsequent fiscal year budget.

| **Financial Information** | | | | | | | |
|---|---|---|---|---|---|---|---|
| In Fiscal Year Budget: | | Yes | Year: | FY 2023/24+ | Amount: | $3,414,645 | |
| Source of Funds: | Toll Revenues | | | | Budget Adjustment: | | N/A |
| GL/Project Accounting No.: | | 009104 81301 00000 0000 591 31 81301 $2,459,145<br>009199 81002 00000 0000 591 31 81041 $955,500 | | | | | |
| Fiscal Procedures Approved: | | | | | Date: | 03/30/2023 | |

Attachment: Draft Change Order No. 33

*Approved by the Toll Policy and Operations Committee on April 12, 2023*

In Favor: 3 Abstain: 0 No: 0

**Change Response / TSP Change Request**
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
**I-15 Toll Services Provider Contract**

**Change Order No. 33**

**Pursuant to**: (check appropriate box)

☒ Written Change Notice No. _29_, dated _3/17/2023__, 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)):**

N/A – RCTC Initiated Change Order

**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. 32 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**").

Deploy and maintain dynamic pricing along the 91 Express Lanes and supporting equipment.

See Attachment 1 for Scope and Attachment 1A through 1E for cost.

**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)):**

N/A

**D. Proposed plan for mitigating impacts of the Change (Section 20.4.2(a)(x)):**

N/A

**E. Additions / deletions / modifications to the requirements of the Contract including KPIs (if any) (Section 20.4.3(a)(viii)):**

N/A

## SECTION II – Cost Impact(s)

### *A. Summary*

Compensation under this Change Order is to be paid (check the applicable boxes below):

☐ n/a[1] $0.00 ("no cost") Change Order.

☒ as a lump sum payment in accordance with the Statement of Work (Attachment 1A and 1B) for Technical specification updates - $2,235,586.00.

☒ as a series of monthly payments in accordance with Attachment 1C thru 1I – DPE 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: $ _____

[1] If $0 (i.e., a "no cost" Change Order), leave remainder of Section II blank.

Discussion (if any):

_____
_____
_____
_____

**2. Deductive RCTC Changes.** ☒ n/a

If this Change Order is a deductive change

Net Cost[2] 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):

_____
_____
_____
_____
_____
_____

[2] 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:

_____
_____
_____
_____

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: Jennifer Crosson
Title: Toll Operations Director
Date: 4/##/2023

**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 1
# SCOPE OF WORK

This scope of work will be broken out into 3 phases. Phases one and two will continue concurrently.

**Phase 1 – Microwave Vehicle Detector installation**

Kapsch will procure, install and integrate 11 new Microwave Vehicle Detectors (MVDs) on new and/or existing CCTV poles or other infrastructure provided by RCTC on the SR-91 and the I-15. For the new MVDs, 10 are along the SR-91 and 1 is on the along the I-15. The new or existing infrastructure used on the SR-91 will be next to existing CCTV locations at: CCTV 101, CCTV 103, CCTV 104, CCTV 109, CCTV 110, CCTV 111, and CCTV 112. For new infrastructure, a conduit will be included from the new infrastructure location to the existing CCTV referenced or associated pull box.

For new infrastructure that will be constructed, Kapsch will support plan reviews and inspections for turnover, coordination with the designers and/or constructor as necessary. Kapsch will re-use the MVD installation mounting designs from the ELP and ELC Design packages and will connect the new MVDs into the existing network infrastructure, configure and tune as required. The MVDs data returned will remain consistent with the existing ELP infrastructure and be available to RCTC in the system database.

For the remaining three locations, CCTV 121 and CCTV 122, it is anticipated Kapsch will use existing SR-91 CCTV pole infrastructure and for CCTV 113 it is anticipated to use the infrastructure brought on by the ELC project.

Note, the work and payment for the MVDs units to be installed at CCTV 121, 122 and 113 is to be handled by the option for 3 additional MVDs units in the ELC 8B CO and as such is not costed in this change order.

List of documentation deliverables Kapsch will update:

1. Final Design Document Addendum
2. Roadside Maintenance Plan Addendum
3. SR-91 CCTV Cabinet Upgrade Drawing

List of new documentation deliverables Kapsch will develop:

1. SR-91 MVDS Data Summary Report
2. MVDS Commissioning Test Procedures
3. MDVS Commissioning Test Report

**Proposed Payment Terms:**

Refer to Attachment 1A for payment.

15% Upon execution of the Change Order

25% Upon purchase of addition MVDs and associated hardware.

30% Upon installation completion of the MVDS units.

15% Upon RCTC approval of documentation deliverables listed above.

15% Upon RCTC approval of the Commissioning Test Report

**Phase 2 – Dynamic Pricing Development**

Kapsch will update its separate development & test environment for the Express Lanes Project (ELP) & Express Lanes Connector 8B Change Order to test SR-91 and connector segments within Kapsch's Dynamic Pricing solution (DP), already in place for mainline I-15, by way of a Virtual Factory Acceptance Test (vFAT).

The primary goal of the vFAT will be to establish that DP can correctly produce dynamic toll rates for these segments and that the configuration is compatible with the current configuration.

After concluding vFAT, a modified Site Commissioning Test (SCT) will be performed to demonstrate:

1. Updates to the Express Lane Command Center (ELCC) user interfaces to include the connector and other portions of the roadway within the scope of the 8B change order; and
2. That Kapsch is able to connect to and control the SR-91 WB Changeable Message Sign (CMS).

Kapsch will propose a plan for dynamically pricing the roadway after variable pricing is in place and in coordination with RCTC.

After accepting the initial dynamic pricing settings, Kapsch will enable these settings as a background, or shadow, process and only transitioning from variable pricing to dynamic at RCTC's discretion.

Kapsch expects to perform the following key tasks as part of this scope:

- vFAT Test:
    - Test Dynamic Pricing Engine software,
    - ELCC GUI Updates to handle display of pricing on West Bound CMS & sign overrides
    - ELCC GUI Updates to handle segment pricing overrides that were previously TOD, as these segments were not enabled for overrides when they were TOD
    - ELCC GUI Updates to handle display of SR-91 facility on MVD Stations
- Network changes to support West Bound CMS control by ELCC.
- Lane Controller Integration and Testing to control West Bound SR-91 CMS
- Update of existing reports as needed
- Dynamic Pricing tuning workshops

List of documentation deliverables Kapsch will update:

4. Business Rule Document
5. Final Design Document Addendum
6. Site Commissioning Test (SCT) Procedures
7. Site Commissioning Test (SCT) Report

List of new documentation deliverables Kapsch will develop:

4. Project Schedule
5. vFAT Test Procedures
6. vFAT Test Report
7. SR-91 Dynamic Pricing & WB CMS Transition Plan
8. Proposal for dynamically pricing SR-91, including detailed DP controller settings and modeled pricing results

Assumptions:

- Kapsch controls the RCTC portion of the SR-91 roadside network.
- MVDS Units on the SR-91 Eastbound and Westbound have been installed, calibrated and integrated with the production system to collect vehicle speed, occupancy and count data.
- Proposed DP configurations and results are based on: the best available MVDS data for the segments; a goal of decreasing demand to maintain a level of service of C, or better, to the maximum practical extent; and that the resulting rates need not match the variable pricing strategy in order to be accepted.
- No new hardware or upgrades to existing hardware required. (Kapsch to confirm).

**Proposed Payment Terms:**

Refer to Attachment 1B for payment.

15% Upon execution of the Change Order

35% Upon Acceptance of vFAT Test Report

30% Upon go-live of Dynamic Pricing on the SR-91.

20% Upon RCTC Acceptance of Dynamic Pricing Rates on the SR-91.

**<u>Phase 3 Dynamic Pricing Operations and Maintenance</u>**

Kapsch will maintain systems and devices identified in Phase 1 and 2 for the term of the contract. Phase 3 monthly payments shall begin upon acceptance of Phase 2.

## ATTACHMENT 1A
## MICROWAVE DETECTION INSTALLATION AND INTEGRATION
## TOTAL COSTS

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $330,160.43 | $330,160.36 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $12,900.00 | $12,900.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $13,791.83 | $13,791.83 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $102,922.81 | $102,922.81 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $33,016.00 | $33,016.00 |
| | | | | | Total Costs | $492,791.00 |

## ATTACHMENT 1B
## 91 EXPRESS LANES DYNAMIC PRICING DEPLOYMENT AND INTEGRATION
## TOTAL COSTS

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $1,536,66.04 | $1,536,66.04 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $0.00 | $0.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $52,483.96 | $52,483.96 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $0.00 | $0.00 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $153,65.00 | $153,65.00 |
| | | | | | Total Costs | $1,742,795.00 |

## ATTACHMENT 1C
## 91 DYNAMIC PRICING O&M – PRICE SHEET – MONTHLY PAYMENTS
## YEAR 4 - APRIL 2024 THROUGH MARCH 2025

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $97,268.58 | $97,268.58 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $8,600.00 | $8,600.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $1,159.00 | $1,159.00 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $9,999.52 | $9,999.52 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $9,727.00 | $9,727.00 |
| | | | | | Year 4 Annual O&M Costs | $126,754.00 |
| | | | | | 12 months @ per month | $10,562.83 |

## ATTACHMENT 1D
## 91 DYNAMIC PRICING O&M – PRICE SHEET – MONTHLY PAYMENTS
## YEAR 5 - APRIL 2025 THROUGH MARCH 2026

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $99,701.89 | $99,701.89 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $8,600.00 | $8,600.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $1,183.00 | $1,183.00 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $9,999.52 | $9,999.52 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $9,970.00 | $9,970.00 |
| | | | | | Year 5 Annual O&M Costs | $129,454.00 |
| | | | | | 12 months @ per month | $10,787.83 |

## ATTACHMENT 1E
## 91 DYNAMIC PRICING O&M – PRICE SHEET – MONTHLY PAYMENTS
## YEAR 6 - APRIL 2026 THROUGH MARCH 2027

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $102,690.12 | $102,690.12 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $8,600.00 | $8,600.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $1,213.00 | $1,213.00 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $9,999.52 | $9,999.52 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $10,269.00 | $10,269.00 |
| | | | | | Year 6 Annual O&M Costs | $132,772.00 |
| | | | | | 12 months @ per month | $11,064.33 |

## ATTACHMENT 1F
## 91 DYNAMIC PRICING O&M – PRICE SHEET – MONTHLY PAYMENTS
## YEAR 7 - APRIL 2027 THROUGH MARCH 2028

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $105,776.68 | $105,776.68 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $8,600.00 | $8,600.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $1,244.00 | $1,244.00 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $9,999.52 | $9,999.52 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $10,578.00 | $10,578.00 |
| | | | | | Year 7 Annual O&M Costs | $136,198.00 |
| | | | | | 12 months @ per month | $11,349.83 |

## ATTACHMENT 1G
## 91 DYNAMIC PRICING O&M – PRICE SHEET – MONTHLY PAYMENTS
## YEAR 8 - APRIL 2028 THROUGH MARCH 2029

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $108,947.97 | $108,947.97 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $8,600.00 | $8,600.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $1,275.00 | $1,275.00 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $9,999.52 | $9,999.52 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $10,895.00 | $10,895.00 |
| | | | | | Year 8 Annual O&M Costs | $139,718.00 |
| | | | | | 12 months @ per month | $11,643.17 |

## ATTACHMENT 1H
## 91 DYNAMIC PRICING O&M – PRICE SHEET – MONTHLY PAYMENTS
## YEAR 9 - APRIL 2029 THROUGH MARCH 2030

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $112,216.53 | $112,216.53 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $8,600.00 | $8,600.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $1,308.00 | $1,308.00 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $9,999.52 | $9,999.52 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $11,222.00 | $11,222.00 |
| | | | | | Year 9 Annual O&M Costs | $143,346.00 |
| | | | | | 12 months @ per month | $11,945.50 |

**ATTACHMENT 1I**
**91 DYNAMIC PRICING O&M – PRICE SHEET – MONTHLY PAYMENTS**
**YEAR 10 - APRIL 2030 THROUGH MARCH 2031**

| # | Item | Description | Unit | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|
| 1 | Labor – Kapsch | SR-91 O&M Work | Lot | 1 | $115,580.01 | $115,580.01 |
| 2 | Subcontractors | Maintenance Service Contracts, Lane Closures, Security Services | Lot | 1 | $8,600.00 | $8,600.00 |
| 3 | ODCs | Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc. | Lot | 1 | $1,342.00 | $1,342.00 |
| 4 | Materials | Spares, Consumables, RMA and Repair | Lot | 1 | $9,999.52 | $9,999.52 |
| 5 | Delay | N/A | Lot | 1 | $0.00 | $0.00 |
| 6 | TSP Margin | (10% of Items 1&2) | Lot | 1 | $11,558.00 | $11,558.00 |
| | | | | | Year 10 Annual O&M Costs | $147,079.00 |
| | | | | | 12 months @ per month | $12,256.58 |

# AGENDA ITEM 7H

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Toll Policy and Operations Committee<br>Andrew Hedy, Toll Systems Engineer<br>Reinland Jones, Toll Technology Manager |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Express Lanes Intelligent Transportation Systems Poles Project |

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

This item is for the Commission to:

1) Award Agreement No. 23-31-049-00 to International Line Builders, Inc. for the Express Lanes Intelligent Transportation Systems Poles Project in the amount of $399,835, plus a contingency amount of $60,000, for a total amount not to exceed $459,835;
2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

***BACKGROUND INFORMATION:***

At its' January 2023 Commission meeting, the Commission adopted Resolution No. 22-022 "*Resolution of the Riverside County Transportation Commission Adopting the RCTC 91 Express Lane Toll Policy and Toll Schedule"* whereby the 91 Express Lanes within Riverside County will be tolled using dynamic pricing. At that time, staff informed the Commission that it would seek approval for two items necessary to perform dynamic pricing: the installation of poles and changes to the existing dynamic pricing system. This item is related to the installation of poles.

A critical component of dynamic pricing is the collection of traffic data which is used by the dynamic pricing algorithm to calculate tolls. In order to collect the required data, traffic monitoring devices mounted on poles along the 91 Express Lanes, in Riverside County, are needed.

The 15 Express Lanes has traffic monitoring devices to collect data used by the 15 Express Lanes dynamic pricing system. After two years of operation, it has been determined that the placement of traffic monitoring devices on 60-foot poles is effective. The placement of the monitoring devices for the 15 Express Lanes has been effective at determining traffic density in 7 of the 8 tolled segments of the 15 Express Lanes. The southernmost segment of the 15 Express Lanes

experiences high density traffic during peak periods. Staff has determined that an additional traffic detector in this segment would improve the setting of tolls in this segment.

***DISCUSSION:***

The 91 Express Lanes dynamic pricing is targeted to commence with the opening of the 15/91 Express Connector in late 2023. To achieve the implementation of dynamic pricing by late 2023, staff engaged the assistance of its consultant HNTB to prepare the required design documents. The HNTB prepared design documents were used in the procurement of a contractor to install the poles and required infrastructure and to simultaneously seek Caltrans approval.

The 91 Express Lanes owns six 30-foot poles on the shoulder of State Route 91 along with the required power and a communications network. Cameras used to monitor the 91 Express Lanes operation are currently mounted on these poles. The current roadside system and dynamic pricing provider, Kapsch Traffic Com (Kapsch), and the Commission's toll consultant, HNTB, evaluated the use of the existing poles for the mounting of the needed traffic monitoring devices. Staff determined that the pole locations align with the locations where the collection of traffic data is ideal. However, the height of the poles is not adequate to provide an uninterrupted view of the express lanes and thus a constant flow of data. The SR-91 is a freight corridor, and the existing 30-foot poles will not allow the traffic monitoring devices to have a constant line of sight across five lanes of traffic into the 91 Express Lanes. The evaluation determined that six 60-foot poles on the SR-91, adjacent to the existing 30-foot poles, are needed in order to provide an uninterrupted stream of data.

Kapsch and HNTB also evaluated the southern segment of the 15 Express Lanes to locate possible existing infrastructure for the placement of an additional traffic detector. This evaluation determined that an existing sign structure can be used, but that the communication network needs to be extended to this location.

The Commission does not have an existing contract for the work required to install the poles and provide the required connection to power and communications. In order for Kapsch to have sufficient time to install and test the traffic monitoring devices, the work related to the installation of the poles needs to be completed by October 2023. As the timeline is short, staff submitted the design plans for Caltrans approval while simultaneously undergoing the process of procuring a contractor.

**Procurement Process**

On February 8, 2023, the Commission advertised Invitation for Bids (IFB) No. 23-31-049-00 for the Express Lanes Intelligent Transportation Systems Poles Project. A public notice was advertised in the *Press Enterprise,* and the complete IFB, including all contract documents was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Electronic mail messages were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. Thirty-nine (39) firms downloaded the IFB. 5

were located in Riverside County. A pre-bid conference was held on February 15, 2023, five bids were received and publicly opened. A summary of the bids received is shown in Table 1.

| | Firm (In order from low bid to high bid) | Bid Amount |
|---|---|---|
| | Engineers Estimate (excluding Contingency) | $ 410,436.13 |
| 1 | International Line Builders, Inc. | $ 399,835.00 |
| 2 | Elecnor Belco Electric, Inc. | $ 509,000.00 |
| 3 | Servitek Electric, Inc. | $ 620,856.00 |
| 4 | Crosstown Electrical & Data, Inc. | $ 799,963.00 |
| 5 | High - Light Electric Inc. | $ 807,787.00 |

The basis for award for a public works contract is the lowest responsive and responsible bidder as defined by the Commission's procurement policy and state law. The bid price submitted by International Line Builders; Inc. was 2.65 percent lower than the engineer's estimate. Although International Line Builders, Inc. was lower than the engineer's estimate, an analysis of the bid did not find irregularities or omissions.

After analyzing the bids received, staff concluded that International Line Builders, Inc. is the lowest responsible bidder submitting a responsive bid in the amount of $399,835 for the project. A contingency amount of approximately 15 percent ($60,000) is recommended for this agreement to account for other potential expenses.

The 15 percent contingency amount is requested because the IFB was released with 95 percent PS&E plans and not approved 100 percent PS&E plans. The requested contingency is to cover any change orders as a result of the approved 100 percent PS&E plans in addition to unforeseen site conditions encountered during construction.

***RECOMMENDATION***:

The installation of this infrastructure is critical for deployment of dynamic pricing, therefore, staff recommends award of Agreement No. 23-31-049-00 to International Line Builders, Inc. for the amount of $399,835.00, plus a contingency amount of $60,000, for a total amount not to exceed $459,835.

***FISCAL IMPACT:***

Fiscal Year 2023/24 budget includes an amount of $459,835 for this item. The funding source is SR-91 toll revenue.

| Financial Information | | | | | | |
|---|---|---|---|---|---|---|
| In Fiscal Year Budget: | Yes | Year: | FY 2023/24 | Amount: | $ 459,835 | |
| Source of Funds: | Toll Revenues | | | Budget Adjustment: | N/A | |
| GL/Project Accounting No.: | 009103 81301 00135 0000 591 31 81301 $459,835 | | | | | |
| Fiscal Procedures Approved: | | | | Date: | 03/30/2023 | |

Attachment: Draft Agreement No. 23-31-049-00 with International Line Builders, Inc.

*Approved by the Toll Policy and Operations Committee on April 12, 2023*

In Favor: 3 Abstain: 0 No: 0

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
**SHORT FORM**
**CONSTRUCTION CONTRACT**

**EXPRESS LANES ITS POLES PROJECT**
**AGREEMENT NO. 23-31-049-00**

## 1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 2023 by and between the Riverside County Transportation Commission, a public agency of the State of California ("Commission") and International Line Builders, Inc. DBA ILB Electric, a CORPORATION with its principal place of business at 3955 Temescal Canyon Road, Corona, CA 92883 ("Contractor"). Commission and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

## 2. RECITALS.

2.1 Commission. Commission is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Commission on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing ITS poles related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Commission. The following license classifications are required for this Project: "A" General Engineering Contractor.

2.3 Project. Commission desires to engage Contractor to render such services for the Express Lanes ITS Poles Project ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

## 3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work/Schedule (Exhibit "A")
- ITS Pole Plans (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Addenda
- Change Orders executed by the Commission
- 2018 Edition of the Caltrans Standard Specifications, and Revised Standard Specifications (Excluding Division 1)

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- Manual for Uniform Traffic Control Devices (MUTCD) California edition
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Commission. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Commission may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Commission may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Commission may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Commission has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed

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on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Commission in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Commission's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **120 working days**, beginning the effective date of the Limited Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Commission. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Commission will suffer damage. Contractor shall pay to the Commission as fixed and liquidated damages the sum of One Thousand Dollars ($1,000) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the Commission, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Commission to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Commission, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Any additional personnel performing the work governed by 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 under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social

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security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Commission's Basic Obligation. Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Commission agrees to pay Contractor the Total Contract Price of Three Hundred Ninety-Nine Thousand, Eight Hundred Thirty-five Dollars ($399,835.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Commission.

3.7.1.1 Alternate Bid Item. The bid includes an alternate bid item for _____. The total price for the alternate bid item is _____. The Total Contract Price above does not include the alternate bid item. If the Commission elects to proceed with the alternate bid item, the Total Contract Price shall be adjusted to include the amount set forth in this section.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Commission will arrange for payment of the Total Contract Price upon completion and approval by Commission of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Commission will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Commission an itemized application for payment in the format supplied by the Commission indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Commission may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Commission and in such detail and form as the Commission shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Commission shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Commission, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the Commission may deduct from each progress payment an amount necessary to protect Commission from loss

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because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Commission in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Commission during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Commission, incurred by the Commission for which Contractor is liable under the Contract; and (11) any other sums which the Commission is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Commission to deduct any of these sums from a progress payment shall not constitute a waiver of the Commission's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Commission will permit the substitution of securities for any monies withheld by the Commission to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Commission, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Commission shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Commission has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Commission.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Commission at the time of payment. To the extent that title has not previously been vested in the Commission by reason of payments, full title shall pass to the Commission at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Commission, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish Commission with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Commission.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since 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

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$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Commission shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. If the Total Contract Price exceeds $35,000 and if Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. If the Total Contract Price exceeds $25,000, Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. If the Total Contract Price exceeds $25,000, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Commission, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. If the Total Contract Price exceeds $25,000, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform

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public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. If the Total Contract Price exceeds $25,000, Contractor acknowledges that it is aware that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Commission. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

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3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Commission, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Commission and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, Commission may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Commission reserves the right to defend any enforcement action brought against the Commission for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Commission for the costs (including the Commission's attorney's fees) associated with, any settlement reached between the Commission and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Commission, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, Commission will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing

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in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Commission in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Contractor shall be solely responsible for all costs arising therefrom. Commission is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of Commission are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold Commission, its officials, 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.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Commission permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Commission permits, Contractor shall pay the Commission's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Commission's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Commission of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Commission; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Commission shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Commission shall compensate Contractor for the costs of: (1)

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locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Commission to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Commission against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Commission in writing and shall furnish all labor and material releases required by this Contract. Commission shall thereupon inspect the Work. If the Work is not acceptable to the Commission, the Commission shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Commission. Once the Work is acceptable to Commission, Commission shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Commission may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, “Claim” means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Commission, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Commission. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor’s request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or



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after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Commission and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

3.10.4 Commission's Response. Upon receipt of a claim pursuant to this Section, Commission shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If Commission needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the

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mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Commission shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, Commission may request in writing additional documentation supporting the claim or relating to defenses or claims Commission may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Commission and the Contractor.

3.10.4.3 Commission's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes Commission's written response, or Commission fails to respond within the time prescribed, the Contractor may so notify Commission, in writing, either within 15 days of receipt of Commission's response or within 15 days of Commission's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Commission shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Commission shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Commission issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Commission and the Contractor sharing the associated costs equally. Commission and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by Commission and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

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3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Commission. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

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3.10.10 Non-Waiver. Commission's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. Commission's failure to respond shall not waive Commission's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Commission. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Commission may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Commission needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Commission or the Commission's agents, servants, or independent contractors who are directly responsible to the Commission, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Commission's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Commission or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission for the cost of any settlement paid by Commission or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Commission and its officials, employees, agents and authorized 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 Commission, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

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3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Commission that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Commission to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by 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 Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $5,000,000 per occurrence and $5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Commission to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Commission, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Commission, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its officials,

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employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Commission, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Commission, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (2) 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 officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. Contractor 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Commission guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Commission. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Contract 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, and shall be on forms supplied or approved by the Commission. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission



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reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Commission, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Commission in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Commission, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Commission in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Commission concurrently with this Contract a Payment Bond in an amount required by the Commission and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Commission.

3.14.2 Performance Bond. If specifically requested by Commission in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Commission concurrently with this Contract a Performance Bond in an amount required by the Commission and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Commission.

3.14.3 Bond Provisions. Should, in Commission's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Commission. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Commission, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Commission. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Commission, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Commission. If Contractor fails to furnish any required bond, the Commission may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Commission.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any

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defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Commission of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Commission in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Commission may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Commission, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Commission by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Commission. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Commission, the Commission shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Commission for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

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3.17 General Provisions.

3.17.1 Commission's Representative. The Commission hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Commission's Representative"). Commission's Representative shall have the power to act on behalf of the Commission for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Commission ("'Contractor's Representative"). Following approval by the Commission, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Commission, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Commission, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Commission's written approval.

3.17.3 Termination. This Contract may be terminated by Commission at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Commission for any reason other than the fault of Contractor, Commission shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Commission may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Commission's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Commission may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Commission, the matter shall be referred to Commission's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Commission all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be

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made and become effective at the time the Commission tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

| **CONTRACTOR**: | **COMMISSION**: |
|---|---|
| International Line Builders, Inc. | Riverside County |
| Dba ILB Electric | Transportation Commission |
| 3955 Temescal Canyon Road | 4080 Lemon Street, 3rd Floor |
| Corona, CA 92883 | Riverside, CA 92501 |
| Attn: Curt Rusick | Attn: Executive Director |

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Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Commission. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Commission may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and 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, commission, 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, Commission shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and 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 Agreement. 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, 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. For the term of this Contract, no official, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Commission's Right to Employ Other Contractors. Commission reserves right to employ other contractors in connection with this Project or other projects.

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**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT**
**BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
**AND INTERNATIONAL LINE BUILDERS, INC. DBA ILB ELECTRIC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

INTERNATIONAL LINE BUILDERS, INC.

By: _____

Its: _____

Printed Name:_____

APPROVED AS TO FORM:

By: _____
General Counsel

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**EXHIBIT "A"**

**SCOPE OF WORK / SCHEDULE**

## SCOPE OF WORK

### Introduction

Riverside County Transportation Commission (RCTC) is seeking bids to install high mast poles along the 91 and 15 corridors. The high mast poles shall provide the capability to mount vehicle detection sensors that will detect traffic density on the Riverside Express Lanes. The installation shall include the high mast poles, foundation for the high mast poles, conduit, and pull boxes for communication and electrical in accordance with 2018 Caltrans Plans and Specifications as further described below and on the project plans.

### Description of Work

Permits:

The work shall also be performed in accordance with the following Permits:

Caltrans Encroachment Permits from District 8

RCTC will obtain the Parent Encroachment Permit and will provide it to the Contractor upon issuance. The Contractor will need to obtain a Dual Encroachment Permit from the State of California Department of Transportation prior to the start of the NTP 1 work in compliance with the contract documents. The Contractor shall be fully responsible for identifying and obtaining, at his own expense, all licenses and permits required in connection with the prosecution of the Work.

If RCTC proceeds with the issuance of NTP 2, the Contractor will also need to obtain a separate Dual Encroachment Permit from the State of California Department of Transportation for that specific scope of work.

Site preparation:

Contractor will be responsible for any excavation, grading, SWPPP measures and other site work necessary to prepare the site locations for the installations. Contractor shall document the existing condition of the sites and submit to RCTC for record.

Foundations, Conduit, and Pull Boxes for High Mast ITS Poles:

Contractor will be responsible for all labor, equipment, materials and incidentals necessary to perform the work. The work under these items shall include constructing new concrete foundations for high mast poles in accordance with the 2018 Caltrans Plans, Electrical Systems – Closed Circuit Television Pole and Foundation Details, Plan ES-16C. A communications pull box shall be installed at each pole location (as noted on plan) unless there is an existing pull box that can be used. Communications pull box shall be provided by the Contractor. Contractor shall install new conduit between the new foundation (or planned mounting location), new pull box at pole location, and the existing pull box where

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poles and planned equipment will tie into the RCTC toll equipment system, as indicated on plans. Contractor shall furnish and install pull rope from the existing pull box to new pole foundation, including at least 75 feet of slack at top of foundation. MVDS cabling and equipment will be installed by others.

Contractor shall investigate existing utility locations and protect them in-place. If a utility conflict exists, Contractor shall notify RCTC and propose an alternate location that avoids existing utilities.

At Site Location 3, RCTC is considering an option to install MVDS equipment directly to the Maple St. Bridge (Plan Sheet E-3) in lieu of a pole mounted design. Due to the separate review/approvals necessary from Caltrans for this bridge mounted design, an alternate pole mounted design has also been developed (Plan Sheet E-3A) should approvals not be obtained from Caltrans. RCTC will provide direction to the contractor on which option is to be installed.

Installation of High Mast ITS Poles:

Contractor will be responsible for all labor, equipment, materials and incidentals necessary to perform the work. The work under these items shall include installing seven high mast poles, at the locations shown on the contract plans. Contractor shall furnish and install a pole number on all poles at the direction of the Engineer.

Contractor shall determine Global Positioning System (GPS) coordinates for every installed high mast pole and provide coordinates to RCTC.

Maintenance of Traffic:

Contractor will be responsible for providing their own traffic control as necessary to perform the work. Work shall also include preparation of required Traffic Control plans and obtaining any required permits or licenses (e.g., Caltrans Encroachment rider, etc.). Lane closures within Caltrans Right-of-way are not permitted during daytime hours. Due to the limited access at the various site locations, contractor may need to perform work during nighttime hours. Closure of the Express Lanes may also be required to perform the work.

Restoration of Sites:

Contractor will be responsible for the removal and disposal of excess spoils and materials. At the completion of the work, the sites shall be cleaned up and restored to their original condition.

**Contractor Deliverables**

1. All submittals, mix designs, shop drawings, as required by Caltrans Specifications.
    - Engineering design and calculations: This will typically include detailed drawings and specifications for the high mast pole, as well as calculations to ensure that the pole is able to withstand wind loads and other forces.
2. Preconstruction/Existing Conditions Documentation
3. Project Schedule

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4. Traffic Control Plans

| 60’ High Mast Pole | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Pole Data | | | | | Base Plate Data | | | | | CIDH Pile Data | |
| Height | Min OD | | Bottom Thickness | Upper Thickness | Diameter | Thickness | Anchor Bolt Size | | Bolt Circle | Dia. | Len |
| | Base | Top | | | | | Tot. | Dia. | | | |
| 60’ | 18” | 9.5” | 0.3125” | 0.1875” | 32” | 2” | 12 | 2.25” | 25” | 3’-6” | 13’-0” |

**SCHEDULE**

| | |
|---|---|
| Issuance of LNTP | April 2023 (Anticipated) |
| Issuance of NTP 1 | June 2023 (Anticipated) |
| Issuance of NTP 2 (at RCTC’s discretion) | August 2023 (Anticipated) |
| Completion of all Work | LNTP + 120 Working Days |

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**EXHIBIT "B"**

**ITS POLE PLANS**

**(UNDER SEPARATE COVER)**

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## EXHIBIT "C"

## SPECIAL CONDITIONS

### ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Commission four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Commission and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Commission, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Commission. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

### ARTICLE 2. INCORPORATION OF CERTAIN CALTRANS STANDARD SPECIFICATIONS DIVISION 1 REQUIREMENTS

Section 7-1.02M, Public Resources Code, through Section 7-1.04, Public Safety, of the 2018 Caltrans Standard Specifications shall apply to this Contract.

### ARTICLE 3. UMBRELLA/EXCESS LIABILITY POLICY REQUIREMENT

In addition to the insurance obligations set forth in the Contract, Contractor shall provide an umbrella or excess liability policy with a minimum limit of Five Million Dollars ($5,000,000). The umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The required umbrella liability limits are separate from and in addition to the required general liability limits. The umbrella or excess policies shall not contain exclusions barring follow-form coverage for required coverages in this specification.

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**EXHIBIT "D"**

**CERTIFICATION**
**LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**INTERNATIONAL LINE BUILDERS, INC.**

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

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## EXHIBIT "E"

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

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**EXHIBIT "F"**

**PAYMENT AND PERFORMANCE BONDS**

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**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Riverside County Transportation Commission (hereinafter referred to as "Commission") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Commission in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Commission, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Commission, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Commission from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Commission's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Commission to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Commission's option:

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(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Commission, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Commission under the Contract and any modification thereto, less any amount previously paid by the Commission to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Commission to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Commission under the Contract and any modification thereto, less any amount previously paid by the Commission to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Commission may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Commission, when declaring the Contractor in default, notifies Surety of the Commission's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____

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(Corporate Seal) Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Riverside County Transportation Commission (hereinafter designated as the "Commission"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Commission in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or



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subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Commission and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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# AGENDA ITEM 7I

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Toll Policy and Operations Committee<br>Reinland Jones, Toll Technology Manager |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Express Lanes Channelizer Agreement |

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

This item is for the Commission to:

1) Award Agreement No. 23-31-053-00 to Statewide Traffic Safety and Signs for channelizers for the express lanes for a one-year term in the amount of $215,173, plus a contingency amount of $32,276, for a total amount not to exceed $247,449;
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 purchase orders to the vendor under the terms of the agreement.

***BACKGROUND INFORMATION:***

The Commission maintains the 91 Express Lanes and 15 Express Lanes which includes the channelizers that provide a barrier between the general-purpose lanes and the express lanes. The channelizers reduce the opportunity for vehicles to enter or exit the express lanes in areas where they are not permitted and thus reduces the opportunity for evasion of the toll and disruption to the flow of traffic in both the express lanes and general-purpose lanes. Damaged or missing channelizers are replaced by Caltrans while performing routine maintenance of the express lanes.

Caltrans replaces, on average, 6,500 channelizers each year while performing routine maintenance of the express lanes. The Commission currently has a three-month supply of channelizer inventory. The Commission is currently purchasing channelizers through an agreement with Statewide Traffic Safety and Signs (Statewide) which expires April 18, 2023, a new channelizer purchase agreement is required. Statewide was awarded the current contract in response to a competitive low bid in 2022.

The Commission has used various types of channelizers over the course of the express lanes' operation. Both staff and Caltrans have evaluated the durability and safety of the currently used

UR channelizers and determined that the UR channelizer is durable and is an approved Caltrans material.

**Procurement Process**

IFB No. 23-31-053-00 for 6,500 UR channelizers was released by staff on February 23, 2023. The Commission received three bids. With each IFB issued, a public notice was advertised in the *Press Enterprise* and the IFB was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 210 firms. Three vendors submitted electronic bids.

The Commission received three bids: Statewide, located in Riverside, California; Synergy Traffic Control, Inc. located in Gardena, California; and Technology International, Inc. located in Lake Mary, Florida. The cost summary of each bid is shown in Table 1. The unit price for the channelizer includes the cost of the channelizer, the base of the channelizer, and sales tax. The per unit cost for a UR channelizer with the lowest bidder, Statewide, is nine cents more expensive than the current contract with Statewide. Statewide is a reputable provider of channelizers and has been providing the Commission with channelizers reliably.

***Table 1 –Bids***

| | Proposer Name | Total Bid Price | Per Unit Price |
|---|---|---|---|
| 1 | Statewide Safety Systems | $215,172.75 | $33.10 |
| 2 | Synergy Traffic Control | $293,565.19 | $45.16 |
| 3 | Technology International | $318,871.31 | $49.06 |

***RECOMMENDATION:***

The channelizers are an integral part of maintaining the safety and integrity of the express lanes toll systems and traffic operations; therefore, staff recommends award of Agreement No. 23-31-053-00 to Statewide Traffic Safety and Signs for channelizers for the 91 Express Lanes and 15 Express Lanes for a one-year term in the amount of $215,173, plus a contingency amount of $32,276, for a total amount not to exceed $247,449.

***FISCAL IMPACT:***

The Fiscal Year 2022/23 and FY 2023/24 budget includes the required amount for channelizer purchases. The funding source is both I-15 and SR-91 toll revenue.

| Financial Information | | | | | | |
|---|---|---|---|---|---|---|
| In Fiscal Year Budget: | Yes | Year: | FY 2022/23<br>FY 2023/24 | Amount: | $50,000<br>$197,449 | |
| Source of Funds: | Toll Revenues | | | Budget Adjustment: | | N/A |
| GL/Project Accounting No.: | 009199 73305 00000 0000 591 31 73301 $148,469<br>001599 73305 00000 0000 515 31 73301 $98,980 | | | | | |
| Fiscal Procedures Approved: | | | | Date: | 03/30/2023 | |

Attachment: Draft Agreement No. 23-31-053-00 with Statewide Traffic Safety and Signs

*Approved by the Toll Policy and Operations Committee on April 12, 2023*

In Favor: 3 Abstain: 0 No: 0

Agreement No. _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
**EQUIPMENT PURCHASE AGREEMENT**
**FOR CHANNELIZERS**
**WITH STATEWIDE TRAFFIC SAFETY AND SIGNS, INC.**

This Equipment Purchase Agreement ("Agreement") is entered into this _____ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission"), and STATEWIDE TRAFFIC SAFETY AND SIGNS, INC., a Delaware Corporation ("Contractor"). Commission and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

## Section 1. DEFINITIONS.

A. "Equipment" means all equipment, items, parts, materials, labor or other services, including design, and engineering services, provided by Contractor as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Equipment is to be delivered to Commission, ready for approval, testing and/or use as specified in Exhibit "B."

C. "Purchase Order" means an order issued by Commission, which shall be subject to and fulfilled by Contractor in accordance with all terms and conditions of this Agreement.

## Section 2. TERM.

The term of this Agreement shall be one (1) year, commencing on the date first set forth above.

## Section 3. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without Commission's written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 3 will be deemed to be defective material for purposes of Section 5. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, Commission will decide the question of equality. When requested by Commission, Contractor will furnish Commission with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at Commission's request.

**Section 4. INSPECTIONS AND TESTS.**

Commission shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, Commission may reject the Equipment or exercise any of its rights under Section 5.B. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair Commission's right to reject nonconforming goods, irrespective of Commission's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

**Section 5. WARRANTY.**

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and Commission, from the date of acceptance of the Equipment by Commission. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards. The warranty shall not apply to Equipment damaged by drivers.

B. For any breach of the warranties contained in Section 5.A, Contractor will, immediately after receiving notice from Commission, at the option of Commission, and at Contractor's own expense and without cost to Commission:

1. Replace the defective Equipment with conforming Equipment, F.O.B. Commission's plant, office or other location of Commission where the Equipment was originally performed or delivered; or

2. Repay to Commission the purchase price of the defective Equipment.

If Commission selects replacement, any defects will be remedied without cost to Commission, including but not limited to, the costs of removal, and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above.

C. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold Commission harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

D. In the event of a breach by Contractor of its obligations under this Section 5,

Commission will not be limited to the remedies set forth in this Section 5, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to Commission under the California Commercial Code.

**Section 6. PRICES.**

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of Commission. No extra charges of any kind will be allowed unless specifically agreed to in writing by Commission's authorized representative. The prices specified in Exhibit "C" include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment; and (ii) all charges for packing, freight and transportation to destination.

The total amount payable by Commission for all Purchase Orders under this Agreement shall not exceed a cumulative maximum total value of Two Hundred Fifteen Thousand One Hundred Seventy Two Dollars and Seventy Five Cents ($215,172.75). It is understood and agreed that there is no guarantee, either expressed or implied that Purchase Orders in this dollar amount will be authorized under this Agreement. The total amount payable per Purchase Order shall be as set forth in the relevant Purchase Order.

**Section 7. CHANGES.**

Commission, at any time, by a written order, may make changes in the Equipment, including but not limited to, Commission's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between Commission and Contractor and such change will be authorized by a change order document signed by Commission and accepted by Contractor.

**Section 8. PAYMENTS.**

A. Terms of payment for each Purchase Order, are net thirty (30) days, less any applicable credits, or after receipt of invoice. Contractor shall invoice in accordance to the delivery schedule but not more frequently than each billing period. Final payment shall be made by Commission after Contractor has satisfied all contractual requirements for a Purchase Order. Payment of invoices shall not constitute acceptance of Devices.

B. No Equipment shall be delivered, and no payment made by Commission therefor, unless authorized by a Purchase Order. All Purchase Orders shall be subject to and fulfilled by Contractor in accordance with all terms and conditions of this Agreement.

C. Payments otherwise due may be withheld by Commission on account of defective Equipment not timely replaced in accordance with the warranty

provisions, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect Commission against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, Commission may remove them at Contractor's expense.

**Section 9. SCHEDULE FOR DELIVERY.**

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify Commission in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that Commission can maximize the efficient completion of such project(s).

**Section 10. TAXES.**

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to Commission written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

## Section 11. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of Commission. Contractor shall have no power or authority by this Agreement to bind Commission in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of Commission. Commission shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

## Section 12. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain Commission's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 15.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to Commission, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind Commission.

## Section 13. TITLE AND RISK OF LOSS.

Unless otherwise agreed, Commission will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on Commission property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of Commission. Notwithstanding the foregoing, in the event that the Commission has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then Commission shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or Commission has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

## Section 14. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees, 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 any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the Commission.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Commission and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission, its officials, officers, employees, agents or volunteers.

## Section 15. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least $1,000,000 per occurrence and $2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give Commission, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Commission or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the Commission, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. 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. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section 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.

D. Evidence of Insurance. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Commission. All certificates and endorsements must be received and approved by the Commission before delivery commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

## Section 16. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in

any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold Commission harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

**Section 17. <u>TERMINATION OF AGREEMENT OR PURCHASE ORDER BY COMMISSION.</u>**

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under this Agreement or any Purchase Order, Commission may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event Commission may obtain the Equipment by whatever method it may deem expedient, including the hiring of another Contractor or other contractors. In such case Contractor will not be entitled to receive any further payments, other than for Equipment delivered and accepted prior to termination.. If Commission's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the relevant Purchase Order, Contractor will be liable for and will pay the difference to Commission.

B. Commission may, for its own convenience, terminate this Agreement at any time, provided that no Purchase Order is outstanding at the time of such termination. Such termination will be effective in the manner specified in such notice.

C. Termination of this Agreement for convenience or cause shall be without prejudice to any claims which Commission may have against Contractor.

**Section 18. <u>MISCELLANEOUS PROVISIONS.</u>**

A. <u>Delivery of Notices</u>. 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:

| COMMISSION: | CONTRACTOR: |
| --- | --- |
| Riverside County Transportation Commission<br>4080 Lemon Street, 3rd Floor<br>Riverside, CA 92501<br>Attn: Executive Director | Statewide Traffic Safety and Signs, Inc.<br>[Address]<br>Attn: [Name] |

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.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the Commission, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the Commission under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the Commission.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter 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.

J. 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.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. Commission's Right to Employ Other Contractors. Commission reserves its right to employ other contractors in connection with the Equipment.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

N. Piggybacking. The Orange County Transportation Authority ("OCTA") shall have the right, in its discretion, to utilize this Agreement for its own purchases during the term hereof, and Contractor has agreed to extend the terms of this Agreement to OCTA. This provision in no way commits OCTA to make any purchase under this Agreement. Any purchases made by OCTA pursuant to the terms of this Agreement shall be transactions between OCTA and Contractor, and Commission shall have no responsibility or liability whatsoever for any such purchases.

O. Conflicting Provisions. In the event of any conflict between the terms of this Agreement and any exhibit or attachment hereto, the terms of this Agreement shall govern.

P. Electronically Submitted Signatures; Electronic 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 FOR EQUIPMENT PURCHASE AGREEMENT BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND [_____]**
**AGREEMENT NO. _____**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

| **RIVERSIDE COUNTY TRANSPORTATION COMMISSION** | **STATEWIDE TRAFFIC SAFETY AND SIGNS, INC.** |
|---|---|
| By: _____<br>Anne Mayer, Executive Director | By: _____<br>Its: _____ |
| APPROVED AS TO FORM: | ATTEST: |
| By: _____<br>Best Best & Krieger LLP<br>Counsel to the Riverside County Transportation Commission | By: _____<br>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"
## EQUIPMENT SPECIFICATIONS

8FG336WHTUR350 – FG300 36" Length White UR (Urethane) Post with 1ea. 3"x12" Strip of AR 1000 White Vertically Placed with an 800BASE100 – FG300 Black Base.

**EXHIBIT "B"**
**DELIVERY SCHEDULE**

**DELIVERY:**

Equipment shall be delivered to Corona, CA 92879.

[Additional details to be inserted from Bid Documents]

**Exhibit "C"**
**FEE SCHEDULE**

**NAME OF CONTRACTOR: _____**

By executing this Agreement, the Contractor certifies and agrees that it has read and examined the Equipment Purchase Agreement documents, including all specifications and all exhibits for the following:

**The purchase and delivery of the _____ as set forth in Exhibit "A" and "B."**

The Contractor agrees to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required under the Agreement for the following TOTAL PRICE:

[FEE SCHEDULE FROM BID DOCUMENTS TO BE INSERTED]

# AGENDA ITEM 7J

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Western Riverside County Programs and Projects Committee<br>Sri Srirajan, Senior Capital Projects Manager |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Agreement for Completion of Project Approval/Environmental Document for the State Route 91 Eastbound Corridor Operations Project |

***WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:***

This item is for the Commission to:

1) Award Agreement No. 23-31-041-00 with Parsons Transportation Group, Inc. (Parsons) to provide project approval/environmental document (PA/ED) for the State Route 91 Eastbound Corridor Operations Project (ECOP) in the amount of $3,520,968, plus a contingency amount of $352,097, for a total amount not to exceed $3,873,065;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, 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:***

In May 2022, the Commission authorized staff to proceed with the PA/ED and revalidation of the SR-91 ECOP). The SR-91 ECOP will add a general purpose (GP) lane in the EB direction on SR-91 from SR-241 in Orange County to the SR-71 interchange area in Riverside County (see Exhibit A).

The purpose of the Project is to improve traffic operations and safety along the eastbound SR-91 between SR-241 and SR-71 and complete a component of the SR-91 Corridor Improvement Project (CIP) Ultimate Project.

The SR-91 CIP (EA 0F540) was approved in 2012. Consistent with the environmental impact report/environmental impact statement (EIR/EIS), implementation of the SR-91 CIP will be phased over a 20-year period, beginning with an Initial Phase and culminating with completion of the Ultimate Project by 2035. Separate phases were anticipated to be identified and programmed to implement the improvements on SR-91 and Interstate 15 between the Initial Phase and completion of the Ultimate Project by 2035, as funding becomes available. In May 2020, Orange County Transportation Authority (OCTA), in coordination with RCTC,

Transportation Corridor Agencies (TCA), Caltrans, and the cities of Anaheim, Yorba Linda, and Corona initiated the SR-91 ECOP Alternative Analysis study. The purpose of the study was to identify feasible alternatives and range of cost for adding the SR-91 eastbound operational lane from SR-241 to SR-71 as identified in the SR-91 CIP EIR/EIS. The Alternative Analysis study report was completed in April 2022 and recommends four feasible design variations that range in total cost from $49 million to $154 million.

Exhibit A

***DISCUSSION:***

**Procurement Process**

Pursuant to Government Code 4525 et seq, selection of architect, engineer, and related services shall be 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. Evaluation criteria included elements such as firm experience and stability, quality and experience of key personnel, project understanding and approach, and the ability to respond to the requirements set forth under the terms of a request for qualifications (RFQ).

RFQ No. 23-31-041-00 for the State Route 91 Eastbound Corridor Operations Project was released by staff on January 5, 2023. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 56 firms downloaded the RFQ; 7 of these firms are located in Riverside County. A pre-submittal meeting was held on January 18, 2023 and was attended by 12 firms. Staff responded to all questions submitted by potential proposers prior to the January 25, 2023 clarification deadline.

One firm –Parsons– submitted a responsive and responsible statement of qualifications prior to the 2:00 p.m. submittal deadline on February 9, 2023. Since staff received one proposal for the RFQ, it reviewed the solicitation specifications for undue restrictiveness and surveyed potential sources that chose not to submit a proposal. Reasons for not submitting a proposal included not performing the particular type of services, and not being able to find other firms to team up with to cover the full scope of work. Staff concluded the requirements listed in the scope of work and other terms and conditions were not unnecessarily or excessively restrictive, an adequate opportunity to compete was provided, and factors other than the solicitation were responsible for the receipt of one proposal for the RFQ.

Based on the evaluation criteria set forth in the RFQ, the firm was evaluated and scored by an evaluation committee comprised of Commission, Caltrans, and Orange County Transportation Authority staff. Accordingly, the evaluation committee recommends contract award to Parsons for the PA/ED for the SR-91 ECOP.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from Parsons for the PA/ED services and established a fair and reasonable price. The proposed cost is $3,520,968 which includes the base cost of $2,830,450 and an optional cost of $690,517. Due to a wide range of alternative analysis to be performed, there are several optional scope areas included in the agreement. As part of the federal procurement process for architectural and engineering services, the contract is subject to a pre-award audit by Caltrans Audits and Investigations Unit. The result of the pre-award audit may change the proposed cost slightly and is expected to be finalized prior to Commission approval in May 2023.

***RECOMMENDATION:***

Staff recommends award of Agreement No. 23-31-041-00 to Parsons for PA/ED for the SR-91 ECOP in the amount of $3,520,968, plus a contingency amount of $352,097, for a total amount not to exceed $3,873,065. Staff also recommends authorization for the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement for the Project, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

***FISCAL IMPACT:***

| Financial Information | | | | | | |
|---|---|---|---|---|---|---|
| In Fiscal Year Budget: | N/A | Year: | FY 2023/24<br>FY 2024/25+ | Amount: | $1,500,000<br>$2,310,965 | |
| Source of Funds: | STBG, HIP, Local | | | Budget Adjustment: | | No |
| GL/Project Accounting No.: | 003055 261 81101 00000 0000 261 31 81101 | | | | | |
| Fiscal Procedures Approved: | | | | Date: | 04/14/2023 | |

Attachment: Agreement No. 23-31-041-00 with Parsons

*Approved by the Western Riverside County Programs and Projects Committee on April 24, 2023*

In Favor: 10 Abstain: 0 No: 0

Agreement No. 23-31-041-00

**PROFESSIONAL SERVICES AGREEMENT**
**WITH FHWA FUNDING/ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
**AGREEMENT WITH**
**PARSONS TRANSPORTATION GROUP, INC.**
**FOR THE**
**COMPLETION OF PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED)**
**FOR THE STATE ROUTE 91 EASTBOUND CORRIDOR OPERATIONS PROJECT**

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**Parties and Date.**

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and PARSONS TRANSPORTATION GROUP, INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

**Recitals.**

A. 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").

B. 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.

C. 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.

D. A source of funding for payment for professional services provided under this Agreement is federal funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation pursuant to the following project/program: Highway Infrastructure Program (HIP), Surface Transportation Block Grant Program (STBG), and Measure A.

E. 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 Project Approval/Environmental Document (PA/ED) services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. The Commission desires to engage Consultant to render such services for the State Route 91 Eastbound Corridor Operations Project ("Project"), as set forth in this Agreement.

**Terms.**

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 PA/ED 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.

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. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

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4. Caltrans Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 24 and 25 of this Agreement.

4.2 During Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4.4 If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4.5 Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on June 30, 2027, unless extended by contract amendment.

5.2 Consultant is advised that any recommendation for Agreement award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect until the date set forth above, 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.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of

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Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates **Nicole DePuy** 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 or her 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 Contract Administrator 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 Contract Administrator.

8. 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 herein. The key personnel for performance of this Agreement are as follows: Nicole DePuy, Mark Firger, Michelle Cooper, Angela Schnapp, Kevin Castro, Brian Patschull, Jon Hermstad, Jeff Sparks, Tomo Takahashi, and Rob Malone.

9. Standard of Care; Licenses; Evaluation.

9.1 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

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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.

9.2 Consultant's performance will be evaluated by Commission. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

10. 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.

11. 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 Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

11.1 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 Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator 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

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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.

11.3 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.

12. Delay in Performance.

12.1 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, pandemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, 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.

12.3 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.

13. 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 Contract Administrator 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 Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

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14. 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.

15. Opportunity to Cure; Inspection of Work. 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. Consultant shall allow the Commission's Contract Administrator, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term herein, the Commission shall give Consultant a written Notice of Final Acceptance.

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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.

18. 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 the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. 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 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.

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit “C” and incorporated herein by reference (“Cost Proposal”) unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission’s approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to

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accommodate the changed work. The maximum total cost as specified in Section 19.9 shall not be exceeded, unless authorized by a written amendment.

19.2 The indirect cost rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

19.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of THREE HUNDRED ELEVEN THOUSAND, NINE HUNDRED DOLLARS ($311,900). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant 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, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

19.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21 Termination.

19.7 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.8 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase

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provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

19.9 The total amount payable by Commission including the fixed fee shall not exceed THREE MILLION, FOUR HUNDRED SIXTY-FOUR THOUSAND, FIVE HUNDRED FOURTEEN DOLLARS ($3,464,514).

19.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.12 All subcontracts in excess of $25,000 shall contain the above provisions.

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

20.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

20.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

21. Termination; Suspension.

21.1 Commission reserves the right to terminate this Agreement for any or no reason upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

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21.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the work in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in this Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

21.3 In addition to the above, payment upon termination 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 Contract Administrator 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.

21.4 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.

21.5 Effect of Termination for Cause. In addition to the above, 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 herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

21.6 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.

21.7 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.

21.8 Consultant may not terminate this Agreement except for cause.

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21.9 Suspension. In addition to the termination rights above, Commission may temporarily suspend this Agreement, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with a notice of termination.

22. Cost Principles and Administrative Requirements.

22.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

22.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

22.3 Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

22.4 All subcontracts in excess of $25,000 shall contain the above provisions.

23. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor, Commission, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

23.1 Accounting System. Consultant 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 Consultant and its subcontractors shall conform to Generally Accepted Accounting

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Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

24.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

24.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

24.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

25. Subcontracting.

25.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

25.2 Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

25.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

25.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

25.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

25.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be

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the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

26. Equipment Purchase

26.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

26.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding $5,000 prior authorization by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

26.3 Any equipment purchased as a result of this Agreement is subject to the following:

Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

26.4 All subcontracts in excess $25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

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(b) Any subcontract entered into as a result of this Agreement, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement 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.

27.2 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.

27.3 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.

27.4 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

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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

28. Ownership of Materials/Confidentiality.

28.1 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.

28.2 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,

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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.

28.3 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.

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28.4 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.

29. 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.

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30. Insurance.

30.1 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.

30.2 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) Automobile Liability: $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) 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.

30.3 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. For Consultant, 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

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must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

30.5 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) 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 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.

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(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, 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 Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, Caltrans and their 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, Caltrans and their 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, Caltrans and their 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

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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:

30.6 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,

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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.

30.7 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.

30.8 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.

30.9 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.

30.10 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.

31. 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

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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.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 29 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

32. 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, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(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.

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33. Prohibited Interests.

33.1 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.

33.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

(c) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

33.3 Commission 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.

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33.4 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.

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant 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 the terms herein, 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.

33.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F",

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Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 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.

34. 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.

35. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

36. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

37. Disputes; Attorneys' Fees.

37.1 Prior to either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to resolve any dispute amicably between them. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either Party may seek any other available remedy to resolve the dispute.

37.2. 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.

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

39. 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.

39.1 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: | COMMISSION: |
|---|---|
| Parsons Transportation Group<br>3200 E. Guasti Road, Suite 200<br>Ontario, CA 91761<br>Attn: Nicole DePuy | Riverside County Transportation Commission<br>4080 Lemon Street, 3rd Floor<br>Riverside, CA 92501<br>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.

40. 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.

41. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

42. 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.

43. 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.

44. Provisions Applicable When Federal Department of Transportation Funds Are Involved. When funding for the Services provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Department of Transportation Requirements and California Department of

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Transportation (Caltrans) DBE program requirements) attached hereto and incorporated herein by reference.

45. 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, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

47. 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.

48. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

49. 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.

50. 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.

51. 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.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. 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.

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54. Electronically Transmitted Signatures; Electronic 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]**

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**SIGNATURE PAGE**
**TO**
**PROFESSIONAL SERVICES AGREEMENT**
**WITH FHWA FUNDING/ASSISTANCE**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

| **RIVERSIDE COUNTY TRANSPORTATION COMMISSION** | **PARSONS TRANSPORTATION GROUP** |
|---|---|
| By: _____<br>Anne Mayer<br>Executive Director | By: _____<br>Signature<br><br>_____<br>Name<br><br>_____<br>Title |
| *Approved as to Form:*<br><br>By: _____<br>Best, Best & Krieger LLP<br>General Counsel | **ATTEST:**<br><br>By: _____<br><br>Its: _____ |

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* 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

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# EXHIBIT A (PART 1)

## State Route 91 Eastbound Corridor Operations Project (91 ECOP)

## Scope of Work

**Background**

The Riverside County Transportation Commission (Commission), in cooperation with the Federal Highway Administration (FHWA) and the California Department of Transportation (Caltrans), is proposing to add a sixth general purpose (GP) lane in the eastbound (EB) direction from SR-241 in Orange County to SR-71 in Riverside County. The Project improvements are within the Ultimate SR-91 Corridor Improvement Project (CIP) footprint. The SR-91 CIP (0F5400) was approved in 2012. As stated in the approved Environmental Impact Report/Environmental Impact Statement (EIR/EIS), implementation of the SR-91 CIP would be in phases over a 20-year period, beginning with an Initial Phase and culminating with completion of the Ultimate Project by 2035, as funding becomes available. This Project is a component of the Ultimate Project for SR-91 CIP along eastbound SR-91 between SR-241 and SR-71. The purpose of the Project is to improve traffic operations and safety along eastbound SR-91 between SR-241 and SR-71.

**Assumptions**

- Alternative Analysis includes up to six (6) alternatives during Phase 2. It is assumed that concurrence on the preferred alternative will be obtained prior to proceeding with Phase 3.
- Materials Report and Life Cycle Cost Analysis will not be required as part of the PA/ED phase.
- No Supplemental Survey is required for the PA/ED phase.
- No Value Analysis Study will be required.
- No public hearing will be required for the environmental revalidation effort.
- No Supplemental EIR/EIS is required. If the results of the supplemental technical studies indicate that there are significant or substantial impacts beyond those identified in the SR-91 CIP Final EIR/EIS, dated August 2012, a Supplemental EIR/EIS would be required, which would require an amendment to this scope.
- No Section 4(f) impacts.
- No Section 106 or Native American consultations.
- Paleontological Monitoring Plan is not required as part of the PA/ED and will be prepared during the PS&E phase.
- Jurisdictional Determination Report is not required.
- Focus surveys for plants or animals are not required.
- Utility Potholing is excluded.

**Optional Scope of Work**

- Air Quality, Climate Change, and Energy Reports
  - Trigger: Air Quality Report, Air Quality Conformity Analysis, Air Quality Conformity Findings Checklist, Climate Change analysis, or Energy Report
- Induced Demand Analysis and Report (VMT Analysis and Report)
  - Trigger: Induced Demand Analysis/VMT Analysis
- Studying up to two (2) additional alternatives during Phase 2, Alternative Analysis.
  - Trigger: More than 6 alternatives require preliminary evaluation or additional engineering analysis is required on the alternatives being evaluated.
- Mindeman Landslide Technical Memorandum

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    - A technical memorandum is required to justify avoiding impacts to the Mindeman Landslide.
- Structures (Full Standard). The optional scope of work includes Structure Preliminary Geotechnical Design Reports and Advanced Planning Studies for up to three (3) additional nonstandard retaining walls that may be required if a "full standard" alternative is selected.
    - Additional nonstandard walls are required beyond the base scope listed under Task 4.1.11.1.
- Slope Stabilization Alternative Analysis
    - Trigger: Project requires evaluating alternatives to stabilize existing eroding slopes.
- Field Survey of Existing Slopes
    - Trigger: Project requires field survey of existing slopes to accurately evaluate slope stabilization measures.
- Materials Report/Life Cycle Cost Analysis
    - Trigger: Caltrans requires a Materials Report and/or Life Cycle Cost Analysis be prepared as part of the PA/ED phase.

**Scope of Work**

**1. Project Management**

**1.1. Coordination and Meetings**

Consultant shall direct & coordinate the work of its staff and subconsultants throughout the course of the Project. Consultant shall serve as the primary contact for the consultant team in communication with RCTC, Caltrans, OCTA, TCA, Counties, Cities, and other agencies.

Consultant shall coordinate and attend monthly PDT meetings and additional focus meetings. Agendas, meeting minutes, & an action item list shall be prepared by the Consultant and distributed to the PDT at each meeting. Consultant shall conduct weekly teleconference with RCTC staff to provide status updates and shall act as an extension of staff as part of the project management duties and timely delivery of documents.

**1.2. Project Administration**

Consultant shall execute and maintain subcontracts with each subconsultant. Consultant will perform project administration services consisting of monthly invoicing, monitoring progress against budget, and preparing monthly progress reports.

**1.3. Project Schedule**

Consultant shall provide a detailed project schedule, indicating milestones, major activities and deliverables. Consultant shall update and submit the schedule on a monthly basis, to coincide with the PDT meetings or as required.

**1.4. Project Management Plan**

Consultant will develop a Project Management Plan which includes a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, specific scope of work, task budgets, reporting and invoicing procedures, QA/QC plan, and project filing system. The Project Management Plan will include a Risk Management Plan.

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### 1.5. Adjacent Project Coordination

Consultant shall prepare an Adjacent Project Coordination matrix and update periodically to track on-going and planned projects. Consultant shall coordinate with stakeholders and adjacent project owners to stay up to date on adjacent projects.

### 1.6. Caltrans Encroachment Permit

Consultant will prepare and submit a Caltrans Encroachment Permit Application to obtain a permit for PA/ED field activities including site visits, supplemental survey, and environmental surveys. Consultant will keep this permit active over the course of the PA/ED phase.

***Deliverables: Project Management Plan, Project Schedule, Caltrans Encroachment Permit (PA/ED Phase)***

### 1.7. Resource Agency Coordination

Consultant will coordinate with the various resource agencies regarding the environmental commitment record mitigation measures as well as anticipated impacts at Coal Canyon Undercrossing.

## 2. PHASE 1 : Project Definition

### 2.1. Project Definition

Consultant shall identify the project limits and project study limits, prepare the draft purpose and need, prepare conceptual exhibits including cross sections for each alternative, and establish independent utility and logical termini for the project.

### 2.2. Data Collection

#### 2.2.1. Existing Right of Way Mapping

Consultant will field locate cadastral monuments in the project area to establish the right of way along the south side of the SR-91 within the project limits and from record information obtained from RCTC and Caltrans.

#### 2.2.2. Existing Utility Mapping

Consultant will send Letter #1 (As-Built Requests) to utility owners to confirm existing utility base mapping and perform field visit to review existing utilities in the field. Consultant will update the existing utility base mapping as needed and prepare existing utility plans for Supplemental Project Report.

***Deliverables: Purpose and Need, Conceptual Exhibits, Existing ROW Mapping, Existing Utility Plans***

## 3. PHASE 2: Alternative Determination

### 3.1. Alternative Analysis

Consultant will evaluate each viable alternative from the previously prepared Alternative Analysis Report. Consultant will work closely with RCTC to modify the alternatives as needed. Alternatives include express lane ingress/egress design, single versus two lane off ramp at Green River Road, and lane/shoulder widths along SR-91. Up to six (6) alternatives will be evaluated to determine nonstandard features, right-

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of-way impacts, utility impacts, impacts to the Mindeman Landslide, bridge and retaining wall impacts, and cost.

### 3.2. Alternative Analysis Workshops

Consultant will prepare for and attend four alternative analysis workshops with the various project stakeholders. Understanding that all stakeholders may not be able to attend both workshops, up to 8 additional smaller working group meetings will be held with the various stakeholders.

### 3.3. Alternative Determination Technical Memorandum

Consultant will prepare an Alternative Determination Technical Memorandum documenting the alternatives studied, recommending the preferred alternative, and documenting the justification for each alternative studied but rejected. The general contents of this Technical Memorandum will include:

- Purpose of the Technical Memorandum
- Project Description
- Background
- Preferred Project Alternative
- Alternatives Studied but Rejected from Further Analysis
    - Rough Order of Magnitude Cost Estimate
    - Summary of justification including:
        - Impacts to Mindeman Landslide
        - Significant Environmental Impacts
        - Constructability/Feasibility Issues
        - Utility Impacts
        - Right-of-way impacts
        - Major Nonstandard Features (Lane Widths, Shoulder Widths, Sight Distance)

Consultant will coordinate with project stakeholders to obtain concurrence on the preferred alternative prior to proceeding to Phase 3.

***Deliverables: Alternative Analysis Technical Memorandum***

## 4. PHASE 3: Technical Studies – Engineering and Environmental

### 4.1. Engineering Technical Studies

#### 4.1.1. Supplemental Traffic Analysis

Consultant will utilize information in the following reports:

- 91 CIP Traffic Study Report
- 15/91 ELC Revenue Study
- Traffic volumes and simulation model outputs prepared by RCTC's traffic consultant

The work limits are assumed to be from the SR-91/SR-241/Gypsum Canyon Rd interchange to the SR-91/Green River Rd Interchange. The study limits are one interchange beyond the project work limits.

##### 4.1.1.1. Existing Traffic Counts

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Consultant will utilize available traffic counts to the extent possible. Historical traffic data will be supplemented with additional counts collected by the Project team.

#### 4.1.1.2. Traffic Forecasting / Operations Analysis Methodology Memo

Consultant will prepare a Traffic Forecasting/Traffic Operations Analysis Methodology Memo documenting the key input assumptions and methodology to be used to produce existing and future traffic volumes and the procedures and assumptions to be used in the traffic operations analysis and discuss with RCTC and Caltrans staff for concurrence. The memo will be developed based on input from RCTC's traffic consultant to present and document the modeling work and traffic analysis performed. The memo will identify the basic geometry of the Build Alternative and the changes to the existing condition that will constitute the No-Build Alternative. After review by RCTC & Caltrans staff, a Final Technical Memo will be prepared. The memo will be submitted to RCTC and Caltrans for approval prior to undertaking the forecasting work.

***Deliverables: Draft & Final Traffic Forecasting / Traffic Operations Analysis Methodology Memo***

#### 4.1.1.3. Traffic Data for Noise Analysis Memo

Consultant shall develop a Traffic Data for Noise Analysis Memo documenting the traffic volumes, vehicle composition by lane and speeds to be used for noise studies undertaken for the Environmental Revalidation of the SR-91 Corridor Improvement Project (CIP). Consultant shall coordinate with RCTC's traffic consultant to obtain traffic data and present it in the required formats. The memo will be submitted to RCTC and Caltrans for approval.

***Deliverables: Draft & Final Traffic Data for Noise Analysis Memo***

#### 4.1.1.4. Supplemental Traffic Operations Analysis Report (TOAR)

Consultant will prepare a supplemental TOAR containing traffic operations analysis. The supplemental TOAR will include procedures and assumptions used in the traffic operations and traffic safety analysis. Available data, reports, and relevant studies will be reviewed in preparation of the supplemental TOAR. In addition, Project related impacts and mitigation measures shall be identified. The study will meet the requirements for NEPA and CEQA documentation required for the project. The results of related studies will be considered and incorporated as appropriate. The supplemental TOAR will be submitted to RCTC and Caltrans for review and approval.

The TOAR will analyze AM and PM peak hour conditions for the following scenarios:

- Existing (Base Year)
- No Build (ETC Year)
- Build (ETC Year)
- No Build (Design Year)
- Build (Design Year)

The TOAR will include the following analyses:

- Mainline Segment Analysis
- Weaving Segment Analysis

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- Ramp Merge/Diverge Analysis
- Tolled Express Lane (TEL) Segment Analysis
- Intersection Analysis
- Safety Analysis

***Deliverables: Draft & Final Supplemental Traffic Operations Analysis Report***

#### 4.1.1.5. VMT Exemption Justification Memo

Consultant will prepare a VMT Exemption Justification Memo to document the justification for not performing induced demand analysis and VMT analysis as part of the revalidation effort. The justification for this includes that the SR-91 CIP EIR/EIS was adopted prior to the implementation of SB 743 and the supplemental traffic analysis is not anticipated to substantially change the initial study's results.

***Deliverables: Draft & Final VMT Exemption Justification Memo***

### 4.1.2. Geometric Approval Drawings/Supplemental Design Standard Decision Document

Consultant will provide preliminary engineering services to clearly define the project and gain consensus from project stakeholders. This scope includes preparing the Geometric Approval Drawings for the preferred alternative along with the SDSDD for both Caltrans District 8 and District 12 and holding the necessary workshops and stakeholder comment resolution meetings to obtain approval.

***Deliverables: Geometric Approval Drawings and Supplemental Design Standard Decision Document***

### 4.1.3. Storm Water Data Report (SWDR)

Consultant will prepare a Long Form Storm Water Data Report based on the preferred alternative. During this PA/ED phase, the focus of the report will be to establish applicable permanent and temporary BMP requirements. It is assumed that the new impervious surface (NIS) will exceed 1 acre and that treatment will be required for the project, and that it will be feasible to implement such BMPs within the project area. The report will document preliminary treatment BMP sizes, types, and locations, and complete the associated and required checklists. Proposed Design Pollution Prevention BMPs will be identified using the corresponding checklist. Proposed Temporary Construction Site BMPs will also be identified along with the project's risk level. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final SWDR***

### 4.1.4. Conceptual Drainage Study Report

Consultant will prepare a Conceptual Drainage Study Report. The Conceptual Drainage Study Report will include a preliminary on-site and off-site hydrologic analysis within the project limits for the selected preferred alternative. Preliminary plans will be included that identify drainage impacts within the project limits including the relocation or realignment of existing drainage systems and determine the drainage improvements for on-site and off-site drainage facilities. This will be

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identified in coordination with existing and proposed Post Construction Treatment Best Management Practices and will be done for the preferred alternative. There are no expected modifications or encroachments within the regulatory floodway. Caltrans and County drainage systems will be reviewed and the impacts of the preferred alternative on these facilities will be studied. Necessary replacements and/or improvements including incorporation of Post Construction Treatment Best Management Practices will be reflected in the cost estimates. Consultant will coordinate with other agencies regarding their plans for drainage improvements affecting the project. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final Conceptual Drainage Study Report***

#### 4.1.5. Right of Way Data Sheet

Consultant shall prepare the Right of Way (ROW) Data Sheet, including the Utility Relocation Information, for inclusion in the Supplemental Project Report. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final ROW Data Sheet***

#### 4.1.6. Utility Information Sheet and Conflict Matrix

Consultant shall prepare the Utility Information Sheet and Conflict Matrix for inclusion in the Supplemental Project Report. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final Utility Information Sheet and Conflict Matrix***

#### 4.1.7. Cost Estimate for the Preferred Alternative

Consultant shall prepare the standard 11-page cost estimate for the preferred alternative and coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final 11-page cost estimate***

#### 4.1.8. Transportation Management Plan (TMP) Data Sheet

Consultant will prepare a TMP Data Sheet based on the most recent edition of the Caltrans TMP Guidelines. The TMP Data Sheet will identify preliminary costs for TMP strategies such as Public Information, Incident Management, Demand Management, etc. It is assumed that the TMP Data Sheet will be prepared after the preferred alternative has been selected. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final TMP Data Sheet***

#### 4.1.9. Staging Concept Plans

Consultant will prepare Stage Construction Concept Exhibits for the proposed improvements. The Stage Construction Concept Exhibits will identify the work zone and description of work, depict the proposed traffic control layout and temporary traffic control devices such as delineators, barrier, barricades, and temporary striping. Other items such as temporary signage, striping details, and

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delineator spacing will not be shown. For the purposes of this proposal, it is assumed that six (6) major construction stages will be depicted, and that up to two (2) rounds of comments will be received by the reviewing agency. It is assumed that the Stage Construction Concept Exhibits will be prepared after the preferred alternative has been selected. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final Staging Concept Plans***

### 4.1.10. Overhead Sign Concept Plan

Consultant will prepare an Overhead Sign Concept Plan that covers the extent of the project limits and any outlying overhead signs impacted by the proposed project. The Overhead Sign Concept Plan will be limited to showing the overall intended messaging along the corridor to ensure it meets CAMUTCD requirements. This includes existing and proposed overhead sign panels (including Express Lane signs), sign structures (i.e. one post, two post, bridge mounted), changeable message signs, toll gantries, stationing, and existing and proposed striping. The Overhead Sign Concept Plan will not cover items such as electrical components, overhead sign dimensions, sign structure type, and roadside signs unless they are directly relevant to conveying the proposed messaging. It is assumed that the Overhead Sign Concept Plan will be prepared after the preferred alternative has been selected. Consultant will coordinate with RCTC, Caltrans, and FHWA, if needed, to obtain concurrence on the Overhead Sign Concept Plan.

***Deliverables: Draft and Final Overhead Sign Concept Plan***

### 4.1.11. Geotechnical Services

The scope of work will include a review of proposed plans, site reconnaissance, review of aerial photographs, review of published geotechnical and seismic maps and other data, and review of existing subsurface information within the corridor; no subsurface exploration is proposed at this stage. Geotechnical analysis, reports, and recommendations will be prepared in accordance with the current Caltrans Geotechnical Manual report guideline modules.

#### 4.1.11.1. Structure Preliminary Geotechnical Report

Consultant will prepare Structure Preliminary Geotechnical Design Reports in support of the Advanced Planning Studies for the following structures. A separate SPGR will be submitted for each structure to support APS as required by and in accordance with "Caltrans Geotechnical Manual, Foundation Reports For Bridges (January 2021)" and "Caltrans Geotechnical Manual, Foundation Reports For Earth Retaining Systems (ERS) (January 2021)."

- County Line Creek Bridge (Widen)
- Coal Canyon Undercrossing (Widen)
- Retaining Wall No. 538 (Sta 538+00), Cut Wall, Approx. Length = 200 ft
- Retaining Wall No. 560 (Sta 560+00), Cut Wall, Approx. Length = 800 ft
- Retaining Wall No. 582 (Sta 582+00), Fill Wall, Approx. Length = 800 ft
- Retaining Wall No. 609 (Sta 609+00), Cut Wall, Approx. Length = 1200 ft

***Deliverables: Structure Preliminary Geotechnical Reports***

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#### 4.1.11.2. Preliminary Geotechnical Design Report

Consultant will prepare a single Preliminary Geotechnical Design Report (PGDR) for the roadway portions of the project. The report will be a paper study (no fieldwork) and provide the necessary information for the PA/ED stage of the project. The report will be prepared based on the proposed PA/ED plans, published geologic and seismic data, available as-built drawings and Log of Test Borings (LOTB) for existing structures, recent subsurface information and geotechnical reports from the SR-91 CIP D-B. The PGDR will be prepared in accordance with "Caltrans Geotechnical Manual, Geotechnical Design Reports (February 2021)" for evaluation of the roadway project alternatives under consideration for project scoping, cost estimating, and geotechnical design considerations.

***Deliverables: Draft & Final Preliminary Geotechnical Design Report***

### 4.1.12. Structure Advanced Planning Studies

It is assumed that an Advanced Planning Study will be required for each nonstandard wall and bridge widening. Advanced Planning Studies for the following structures are assumed:

- County Line Creek Bridge (Widen)
- Coal Canyon Undercrossing (Widen)
- Retaining Wall No. 538 (Sta 538+00), Cut Wall, Approx. Length = 200 ft
- Retaining Wall No. 560 (Sta 560+00), Cut Wall, Approx. Length = 800 ft
- Retaining Wall No. 582 (Sta 582+00), Fill Wall, Approx. Length = 800 ft
- Retaining Wall No. 609 (Sta 609+00), Cut Wall, Approx. Length = 1200 ft

***Deliverables: Structure Advanced Planning Studies***

### 4.1.13. Supplemental Noise Abatement Decision Report (SNADR)

Consultant will prepare Supplemental Noise Abatement Decision Report (SNADR). Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final SNADR***

## 4.2. Environmental Technical Studies

### 4.2.1. Initial Site Assessment (ISA) Technical Memorandum

Consultant will prepare ISA Technical Memorandum to update potential impacts from hazardous materials. A new records search would be required along with a field survey to document site conditions. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final ISA Technical Memorandum***

### 4.2.2. Air Quality Conformity Memorandum

Consultant will prepare Air Quality Conformity Memorandum to document that the previous Air Quality Conformity Determination for the project still stands. This scope of work assumes that the air quality analysis will follow the same approach used for the SR-91 Corridor Operations Project. A Technical Memorandum will be prepared to document the approach used to reach the conclusion

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that the previously issued Project Level Conformity Determination for the SR-91 CIP remains valid for obtaining the Record of Decision for the currently proposed improvements associated with the Ultimate SR-91 CIP. This methodology was based on the following three triggers for redetermination of conformity: (1) a significant change in the project's design concept and scope; (2) 3 years' lapse since the most recent major step to advance the project; (3) or initiation of a supplemental environmental document for air quality purposes.

***Deliverables: Air Quality Technical Memorandum***

#### 4.2.3. Supplemental Noise Study Report

Consultant will prepare a Noise Study Workplan, perform noise measurements, and prepare the Supplemental Noise Study Report. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final Supplemental Noise Study Report***

#### 4.2.4. Natural Resources

Consultant will obtain new species lists, perform field surveys, and prepare a Supplemental Natural Environment Study. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final Supplemental Natural Environmental Study***

#### 4.2.5. Cultural Resources

*Cultural Resources Records Search.* Consultant will initiate a cultural records search request from the Eastern Information Center (EIC) for the portion of the project area within Riverside County and with the South Central Coastal information Center (SCCIC) for the portion of the project area in Orange County. The records searches will identify known cultural resources and previous investigations situated within a 1.0-mile search radius around the preferred alternative. In addition, the Built Environment Resources Directory (BERD) will be reviewed to identify properties listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR). Historic-age maps and photographs will be reviewed to determine if there are historic-age (i.e., 50 years old or older) structures or features within the Project area.

*Sacred Lands File Search*. Consultant will contact the California Native American Heritage Commission (NAHC) for a new/updated Sacred Lands File (SLF) search. Current NAHC lead times are 6 to 8 weeks; Consultant will remain in communication with the NAHC and will alert the Commission and Caltrans if NAHC results cannot be returned within the 6- to 8-week projected timeline. The NAHC will determine whether any reported Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American tribes affiliated with the project area. No new Section 106 or Native American consultations are anticipated.

Cultural Resources Survey. Consultant will perform an intensive cultural resources survey of approximately 4.5 linear miles south of the eastbound lanes of SR-91, between the interchanges

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with SR-241 to the west and SR-71 to the east, near Chino, as delineated in the APE map. Fieldwork will examine the Project area for prehistoric and historic-age archaeological sites and historic-age built structures or features. Any newly identified archaeological resources and historic-age elements of the built environment will be mapped and documented in detail. Sufficient information will be collected to prepare a California Department of Parks and Recreation (DPR) 523 site record for each identified resource. Any previously recorded resources will be examined with the site constituents and conditions compared to those originally documented. Any changes or new information will be documented, and an updated DPR 523 record will be prepared.

Supplemental Archaeological Survey Report. Consultant will prepare an Archaeological Survey Report (ASR) summarizing the Project description, regulatory context, environmental setting, and historic, ethnographic, and prehistoric background of the area. The report will describe the methods and results of the records search, SLF search, and pedestrian survey. Any cultural resources identified within the survey area will be described in detail with DPR 523 records provided as a confidential appendix to the report. The report will include recommendations for any further work that may be required, such as formal evaluation of resources for eligibility to the NRHP and CRHR. The report will be prepared following the standards specified by Caltrans in the Standard Environmental Reference (SER), Volume 2: Cultural Resources.

*Supplemental Historic Properties Survey Report.* Consultant will prepare a Supplemental Historic Properties Survey Report (SHPSR) summarizing the project description, regulatory context, environmental setting, and historic, ethnographic, and prehistoric background of the area. The SHPSR will describe the methods and results of the updated records searches and SLF search and will summarize results from previous cultural resources investigations within the project area. The SHPSR will include recommendations for any further work that may be required, such as formal evaluation of resources for eligibility to the NRHP and CRHR. The report will be prepared following the standards specified by Caltrans in the Standard Environmental Reference (SER), Volume 2: Cultural Resources. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Supplemental Archaeological Survey Report, Supplemental Historic Properties Survey Report (SHPSR)***

### 4.2.6. Supplemental Community Impact Assessment Memorandum

Consultant will prepare a Supplemental Community Impact Assessment Memorandum. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: Draft and Final Supplemental Community Impact Assessment Memorandum***

### 4.2.7. Paleontological Resources

Consultant will prepare a Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) Memorandum. Since the paleontological records search for the SR-91 CIP was completed more than 10 years ago, supplemental records searches will be requested from the Natural History Museum of Los Angeles County and the Western Science Center. The qualified paleontologist will then produce a Memorandum summarizing any updates to the project description, maps, geology,

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paleontological potential, and mitigation recommendations for the project area. The Memorandum will also state if the information in the adopted SR-91 CIP EIR/EIS and previously approved revalidations remains valid with regard to paleontological resources. Consultant will coordinate with RCTC and Caltrans to obtain concurrence.

***Deliverables: PIR/PER Memorandum***

#### 4.2.8. Energy and Climate Change Memo

Consultant will prepare Energy and Climate Change Memorandum. Consultant will coordinate with RCTC and Caltrans to obtain concurrence. The memorandum will document that the SR-91 ECOP is consistent with Caltrans energy climate change requirements.

***Deliverables: Energy and Climate Change Memorandum***

#### 4.2.9. Focused Bat Survey and Reporting

Most of the structures within the proposed project area that contain bat roosting habitat have been surveyed within the past few years for other projects, and maternity-season surveys are typically valid for several years provided there are no changes to site conditions. Consequently, recent data can be used to analyze potential impacts from the proposed project and avoid any unnecessary duplication of survey effort. However, the SR-91/SR-241 flyover structures at Gypsum Canyon has not been surveyed since summer 2017. Given that the Canyon and Canyon 2 fires in fall 2017 may have affected roosting habitat south of this flyover along the SR-241, and there is a potential for some of those colonies to have relocated to the SR-241 flyovers, nighttime acoustic and emergence survey may be conducted at those structures, if requested by RCTC or Caltrans.

After the nighttime acoustic and emergence survey is completed, the bat specialist will analyze all acoustic data collected and prepare a brief report documenting the survey results. The report will also include project-specific recommendations to minimize potential adverse effect to bats from the proposed project for incorporation into the project's environmental documents.

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## PHASE 4: Complete PA/ED and Revalidation

### 5.1 Supplemental Project Report

Consultant will update the 91 CIP Project Report sections that change or require discussion due to the 91 ECOP. Sections that do not change will be documented as 'no change' within the Supplemental Project Report. The 91 CIP approved Project Report contained the following sections: (***bold italics*** indicates changes are anticipated)

Consultant will prepare SPR Attachments not previously described in Section 4:

- Vicinity Map
- Geometric Plans for the Preferred Alternative (Layouts, Typical Sections, Profiles)

***Deliverables: Draft & Final Supplemental Project Report***

### 5.2 Environmental Revalidation and Environmental Commitments Record (ECR)

The Consultant will prepare a CEQA/NEPA Revalidation/Re-Evaluation Form summarizing the results of the environmental impacts associated with the 91 ECOP project. For environmental resources resulting in no change since the previous environmental approval and/or minor change in the environmental setting and/or effects, a short discussion justifying the validity of the Final EIR/EIS will be prepared in the Revalidation Form.

Consultant will review 91 CIP ECR to identify the measures applicable to the 91 ECOP and revise if needed based on the results of the supplemental engineering and environmental technical studies.

***Deliverable: CEQA/NEPA Revalidation and Environmental Commitments Record***

### 5.3 Notice of Determination (NOD) / Record of Decision (ROD)

Consultant shall prepare a Notice of Determination (NOD) and Record of Decision (ROD) discussing potential effects of the 91 ECOP. Since the revalidation will not be circulated for public review, response to comments will not be included in the ROD. The following activities will be conducted by the Consultant for this effort:

- Prepare NOD/ROD summarizing the results of the supplemental environmental studies
- Draft Statute of Limitations on Claims and submit to Caltrans for review and approval

***Deliverables: NOD/ROD; Statute of Limitation on Claims***

## 6 OPTIONAL SCOPE OF WORK

### 6.1 Air Quality, Climate Change, and Energy Reports

Consultant will prepare an Air Quality Report (AQR), an Air Quality Conformity Analysis (AQCA), an Air Quality Conformity Findings Checklist, and a Climate Change insert for capacity-increasing projects using annotated outline templates from the Caltrans website. The AQR will analyze operational mobile source emissions from vehicles traversing the Project corridor under existing conditions and in the opening and horizon years with and without the Project using traffic forecast data from the regional transportation model that is assumed will be provided by RCTC's traffic consultant. The AQR will address long-term changes in emissions of ozone precursors, criteria air pollutants, mobile source air toxics (MSATs), and greenhouse gases (GHGs) using the California Air Resources Board (CARB) EMission FACtor (EMFAC) model. The AQR will also address temporary, short-term emissions of air pollutants during construction activities, as well as federal requirements related to Transportation Conformity.

Consultant will evaluate consistency with Regional Conformity by confirming that the Project is programmed in the most recently approved Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) that has obtained approval of its regional conformity analysis from the Federal Highways Administration (FHWA) and Federal Transit Administration (FTA), as well as the most recent Federal Transportation Improvement Program (FTIP). The Project-Level Conformity assessment will involve ensuring that the Project's proposed improvements are accurately described in the SCAG RTP/SCS entry with the correct opening year, as well as addressing a Hot Spots analysis due to Riverside County's current nonattainment status for the particulate matter (PM) ambient air quality standards. Consultant will prepare a PM Conformity Hot

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Spot Analysis to be presented to the SCAG Transportation Conformity Working Group (TCWG). The approach to demonstrating that the Project is not a Project of Air Quality Concern (POAQC) will follow the same tiering evaluation as the 2020 SR-91 COP, in that the Project is captured within the conformity analysis corresponding to the 2012 SR-91 CIP EIR/EIS for the Ultimate Project and less than three (3) years have lapsed since the last major project milestone (SR-91 COP westbound construction). The TCWG determination will be posted via public notice since the environmental document will not circulate.

In addition to the AQR, Consultant will prepare a Climate Change insert for the environmental document developed by Caltrans for capacity-increasing projects. Similar to the AQR, the Climate Change assessment will disclose annual GHG emissions estimated for existing conditions and the opening and horizon year of the Project for the Build and No Build Alternatives. The analysis will also consider the Project's consistency with the SCAG SCS in accordance with Senate Bill 375 and will provide an overview of relevant GHG emissions reduction strategies at the regional and local levels. An adaptation analysis will be included that addresses possible future environmental concerns related to climate change such as sea level rise, precipitation and flooding, wildfires, and extreme heat. This scope accounts for responding to two rounds of comments received from Caltrans review.

Consultant will prepare an Energy Report based on methodology provided by Caltrans in Chapter 13 of the Standard Environmental Reference and using the Energy Analysis Outline (2022). The Energy Report will determine if implementation of the Project would result in the wasteful, inefficient, or unnecessary use of energy, or wasteful use of energy resources. The analysis will include estimating direct energy use during construction activities and long-term changes in energy use (i.e., transportation fuels) indirectly resulting from the additional capacity along the Project corridor. Regarding short-term energy consumption, fuel use will be estimated using the Sacramento Metropolitan Air Quality Management District (SMAQMD) Road Construction Emissions Model (RCEM) and the United States Environmental Protection Agency (U.S. EPA) GHG equivalencies formulas. To address long-term energy consumption, fuel use in the corridor will be estimated using emission factors from the EMFAC model and traffic data provided by the project team (i.e., vehicle miles traveled and vehicle speeds). The Energy Report will also include a qualitative discussion of indirect energy consumption from roadway maintenance, direct energy consumption from lighting, and consistency with local and State Energy Conservation Plans.

***Deliverables: Air Quality Report (AQR), Air Quality Conformity Analysis (AQCA), Air Quality Conformity Findings Checklist, Climate Change insert, Energy Report***

**6.2 Induced Demand Analysis Report**

Consultant will run the Regional Travel Demand model runs to forecast vehicle miles traveled (VMT). The induced demand analysis will adhere to the Transportation Analysis Framework (TAF) guidance and will use VMT measurements based on the 2020 SCAG Activity Based Model benchmarked by the National Center for Sustainable Transportation (NCST) Calculator. The analysis will compare the VMT with and without the project to determine if there is a significant impact. If VMT increases occur, the consultant will evaluate mitigation measures to determine their ability to reduce the project's VMT

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impacts based on Transportation Analysis under CEQA (TAC) guidelines for evaluating transportation-related projects.

***Deliverables: Induced Demand Analysis Report***

**6.3 Additional Alternative Analysis**

Up to two (2) additional alternatives will be evaluated to determine nonstandard features, right-of-way impacts, utility impacts, impacts to the Mindeman Landslide, bridge and retaining wall impacts, and cost. Two additional alternatives will be included in the Alternative Determination Technical Memorandum discussed under Task 3.3.

**6.4 Mindeman Landslide Technical Memorandum**

Consultant will prepare a technical memorandum addressing the Mindeman Landslide. The technical memorandum will be a desktop study to justify the avoidance of widening alternatives that would impact the landslide area.

***Deliverables: Mindeman Landslide Technical Memorandum***

**6.5 Structures (Full Standard)**

**6.5.1 Structure Preliminary Geotechnical Report (Full Standard)**

In addition to the structures listed in 4.1.11.1, Consultant will prepare Structure Preliminary Geotechnical Design Reports in support of the APS for the following structures. A separate SPGR will be submitted for each structure to support APS as required by and in accordance with "Caltrans Geotechnical Manual, Foundation Reports For Bridges (January 2021)" and "Caltrans Geotechnical Manual, Foundation Reports For Earth Retaining Systems (ERS) (January 2021)."

- Retaining Wall No. 574 (Sta 574+00), Cut Wall, Approx. Length = 600 ft
- Retaining Wall No. 580 (Sta 580+00), Fill Wall, Approx. Length = 170 ft
- Retaining Wall No. 598 (Sta 598+00), Cut Wall, Approx. Length = 860 ft

**Deliverables: Structure Preliminary Geotechnical Reports**

**6.5.2 Structure Advanced Planning Studies (Full Standard)**

Additional Structures include:

- Retaining Wall No. 574 (Sta 574+00), Cut Wall, Approx. Length = 600 ft
- Retaining Wall No. 580 (Sta 580+00), Fill Wall, Approx. Length = 170 ft
- Retaining Wall No. 598 (Sta 598+00), Cut Wall, Approx. Length = 860 ft

**Deliverables: Structure Advanced Planning Studies**

**6.6 Slope Stabilization Alternative Analysis**

Consultant will evaluate alternatives to stabilize spot locations of eroding slopes along eastbound SR-91. It is assumed that up to 3 locations will be evaluated. A technical memorandum will be prepared to document the existing conditions, alternatives for consideration, and cost. Consultant will evaluate environmental impacts associated with the slope stabilization alternatives. It is assumed that no subsurface investigation will be required as part of this alternative analysis.

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**Deliverables: Slope Stabilization Technical Memorandum**

### 6.7 Field Survey of Existing Slopes

Consultant will perform field survey of existing slopes to support the Slope Stabilization Technical Memorandum, if necessary. Up to 3 locations are assumed.

**Deliverables: Field Survey of Existing Slopes**

### 6.8 Materials Report/Life Cycle Cost Analysis

Consultant shall prepare Materials Report providing pavement section recommendations. A Life Cycle Cost Analysis will be prepared to determine the preferred pavement type.

**Deliverables: Materials Report, Life Cycle Cost Analysis**

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**EXHIBIT “B” - SCHEDULE OF SERVICES**

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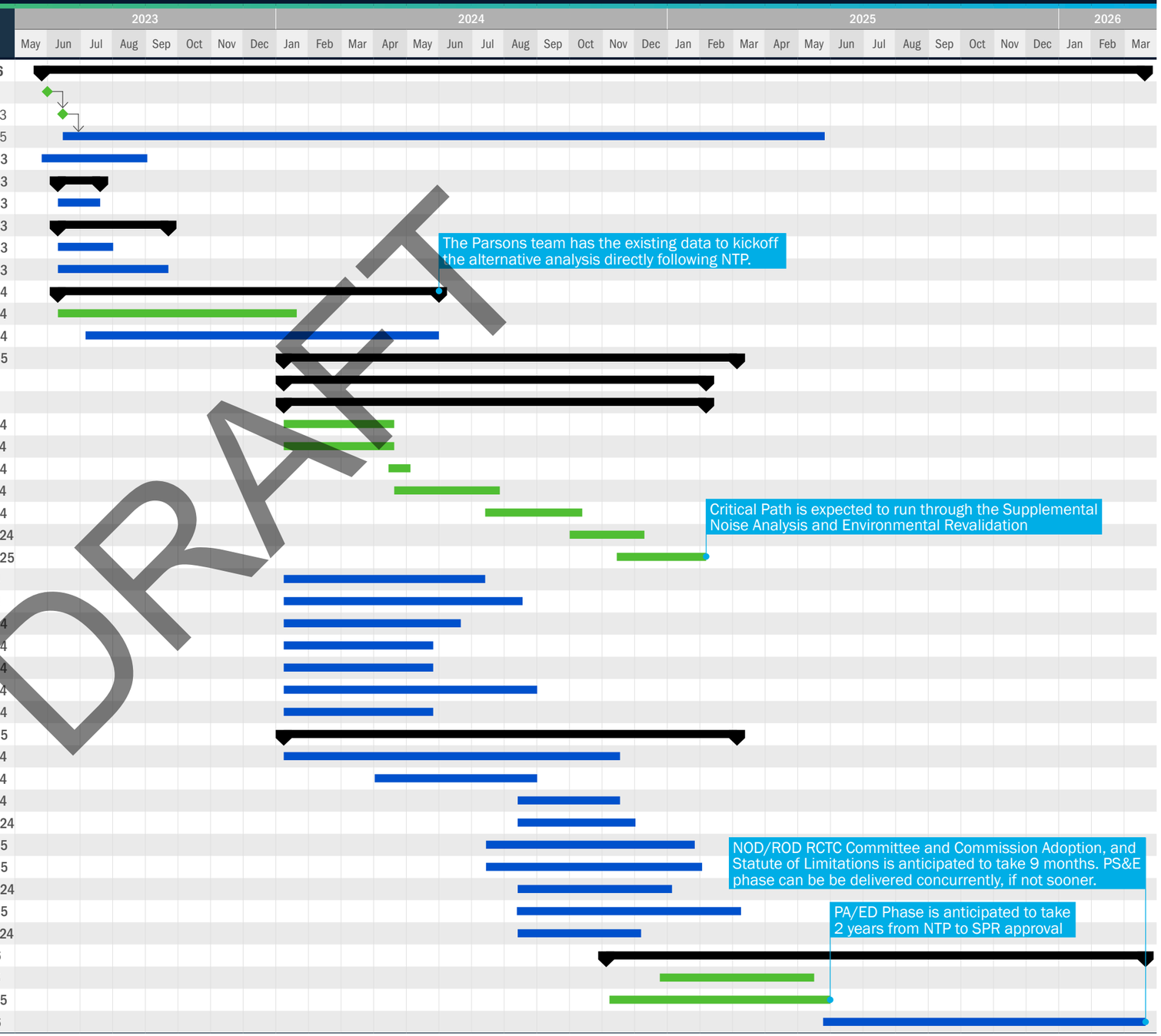
**FIGURE C-7:** Schedule

## 91 ECOP SCHEDULE

| ID | TASK NAME | DURATION | START | FINISH |
|---|---|---|---|---|
| 1 | 91 ECOP PA/ED Phase | **723 days** | **Thu 6/1/23** | **Mon 3/9/26** |
| 2 | Notice To Proceed (NTP) | 0 days | Thu 6/1/23 | Thu 6/1/23 |
| 3 | Kick-Off Meeting | 0 days | Wed 6/14/23 | Wed 6/14/23 |
| 4 | Adjacent Project Coordination | 505 days | Thu 6/15/23 | Wed 5/21/25 |
| 5 | Project Management Plan/Risk Management Plan | 60 days | Thu 6/1/23 | Wed 8/23/23 |
| 10 | Project Definition (PHASE 1) | 20 days | Thu 6/15/23 | Wed 7/12/23 |
| 11 | Project Description, Purpose & Need, Exhibit | 20 days | Thu 6/15/23 | Wed 7/12/23 |
| 16 | Data Collection | 65 days | Thu 6/15/23 | Wed 9/13/23 |
| 17 | Existing Right-of-Way Mapping | 30 days | Thu 6/15/23 | Wed 7/26/23 |
| 19 | Utility Coordination | 65 days | Thu 6/15/23 | Wed 9/13/23 |
| 23 | Alternative Determination (PHASE 2) | 245 days | Thu 6/15/23 | Wed 5/22/24 |
| 24 | Alternative Determination Report | 150 days | Thu 6/15/23 | Wed 1/10/24 |
| 36 | Supplemental Traffic Studies | 225 days | Thu 7/13/23 | Wed 5/22/24 |
| 50 | Technical Studies - Engineering and Environmental (PHASE 3) | 295 days | Thu 1/11/24 | Wed 2/26/25 |
| 51 | Environmental Technical Studies | 272 days | Thu 1/11/24 | Fri 1/24/25 |
| 52 | Noise | 272 days | Thu 1/11/24 | Fri 1/24/25 |
| 53 | Traffic Counts (For Noise Study) | 65 days | Thu 1/11/24 | Wed 4/10/24 |
| 58 | Noise Study Report Workplan | 70 days | Thu 1/11/24 | Wed 4/17/24 |
| 66 | Field Measurements | 5 days | Thu 4/18/24 | Wed 4/24/24 |
| 68 | TNM Calibration Model | 60 days | Thu 4/25/24 | Wed 7/17/24 |
| 75 | Noise Build Model | 55 days | Thu 7/18/24 | Wed 10/2/24 |
| 80 | Supplemental Noise Study Report | 40 days | Thu 10/3/24 | Wed 11/27/24 |
| 85 | Supplemental Noise Abatement Decision Report | 50 days | Mon 11/18/24 | 24 Fri 1/24/25 |
| 90 | Air Quality | 125 days | Thu 1/11/24 | Wed 7/3/24 |
| 96 | Supplemental NES | 150 days | Thu 1/11/24 | Wed 8/7/24 |
| 105 | Cultural Resources Memo | 110 days | Thu 1/11/24 | Wed 6/12/24 |
| 111 | Paleontological Resources | 90 days | Thu 1/11/24 | Wed 5/15/24 |
| 116 | ISA Memo | 90 days | Thu 1/11/24 | Wed 5/15/24 |
| 121 | Energy and Climate Change Memo | 160 days | Thu 1/11/24 | Wed 8/21/24 |
| 128 | Community Impact Assessment Memo | 90 days | Thu 1/11/24 | Wed 5/15/24 |
| 133 | Engineering Technical Studies | 295 days | Thu 1/11/24 | Wed 2/26/25 |
| 134 | (GAD) Drawings and (DSDD) Document | 215 days | Thu 1/11/24 | Wed 11/6/24 |
| 149 | Overhead Sign Concept Plan | 100 days | Thu 4/4/24 | Wed 8/21/24 |
| 157 | ROW Data Sheet | 60 days | Thu 8/15/24 | Wed 11/6/24 |
| 165 | TMP Data Sheet | 70 days | Thu 8/15/24 | Wed 11/20/24 |
| 173 | Staging Concept Plans | 130 days | Thu 7/18/24 | Wed 1/15/25 |
| 181 | Conceptual Drainage Study Report | 135 days | Thu 7/18/24 | Wed 1/22/25 |
| 189 | Storm Water Data Report (SWDR) | 95 days | Thu 8/15/24 | Wed 12/25/24 |
| 197 | Preliminary Structures Engineering | 140 days | Thu 8/15/24 | Wed 2/26/25 |
| 206 | Preliminary Geotechnical Report | 75 days | Thu 8/15/24 | Wed 11/27/24 |
| 212 | Complete SPR and Revalidation (Phase 4) | 348 days | Thu 11/7/24 | Mon 3/9/26 |
| 213 | Environmental Revalidation | 95 days | Thu 12/26/24 | Wed 5/7/25 |
| 221 | Supplemental Project Report (SPR) | 140 days | Thu 11/7/24 | Wed 5/21/25 |
| 226 | Notice of Determination/Record of Decision (NOD/ROD) | 205 days | Mon 5/26/25 | Mon 3/9/26 |

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LEGEND Critical Path Noncritical Path

## EXHIBIT “C” - COMPENSATION PROVISIONS

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## EXHIBIT "C"

## COMPENSATION SUMMARY[1]

| FIRM | PROJECT TASKS/ROLE | COST |
|---|---|---|
| | ***Prime Consultant:*** | |
| Parsons Transportation Group, Inc. | PA/ED for SR-91 Eastbound Corridor Operations | $ 2,361,897 |
| | ***Sub Consultants:*** | |
| Psomas | Supplemental Survey/ Right-of-Way Mapping | $ 198,110 |
| Group Delta Consultants, Inc. | Geotechnical | $ 273,717 |
| LSA Associates, Inc. | Bat Specialist | $ 5,893 |
| Bargas Environmental Consulting, LLC | Paleontological Studies/Cultural Resources | $ 17,424 |
| Chen Ryan Associates, Inc. | Staging Concept Plans, TMP Data Sheet, Overhead Sign Concept Plans, Storm Water Data Report, Conceptual Drainage Study | $ 469,896 |
| Terry A. Hayes Associates, Inc. | Air Quality Suport | $ 71,977 |
| Vandermost Consulting Services, Inc. | Biological Resources | $ 65,600 |
| | | |
| | | |
| | | |
| | **TOTAL COSTS** | **$ 3,464,514** |

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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## EXHIBIT "D"

## FEDERAL DEPARTMENT OF TRANSPORTATION
## FHWA AND CALTRANS REQUIREMENTS

### 1. NONDISCRIMINATION & STATEMENT OF COMPLIANCE.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person 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 they unlawfully discriminate, harass, or allow harassment against any 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. Consultant and its subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated thereunder (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and any regulations or standards adopted by Commission to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Commission shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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F. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

G. If this Agreement is federally funded, Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

H. Consultant and its subconsultants will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Commission components of the DBE Program plan, Consultant and its subconsultants will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program plan with respect to individuals of a particular race, color, sex, or national origin.

I. Consultant shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

2. **DEBARMENT AND SUSPENSION CERTIFICATION**

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

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B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. **TITLE VI ASSURANCES**

During the performance of this Agreement, the consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to in this section as CONSULTANT) agrees as follows:

A. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives.

Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to

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the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

E. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

G. During the performance of this contract, the CONSULTANT agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;

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• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

## 4. PROMPT PAYMENT

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress

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payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant or subconsultant to a penalty, payable to the applicable subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

## 5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject Consultant or the violating subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

## 6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

## 7. DBE PARTICIPATION

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be

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reported, Consultant shall complete all DBE forms in compliance with the Caltrans DBE program, and a final utilization report in the form provided by the Commission.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who enter into a federally-funded agreement will assist the Commission in a good faith effort to achieve California's statewide overall DBE goal.

B. This Agreement has established a 22% DBE goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. All DBE participation will count toward the Caltrans federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

D. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission, Caltrans or the Department of Transportation deems appropriate.

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

F. A DBE may be terminated only as further set forth in Section 13 below.

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## 8. DBE PARTICIPATION GENERAL INFORMATION

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 8 below.

E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.

F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

G. Consultant shall notify the Commission’s contract administrator or designated representative of any changes to its anticipated DBE participation prior to starting the affected work.

## 9 . COMMERCIALLY USEFUL FUNCTION

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be

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paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## 10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified before completing its work, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

## 11. DBE RECORDS

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company and the total dollar amount actually paid each business regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

In addition to all other requirements, Consultant shall complete and submit, on a monthly basis, the Monthly DBE Payment form (Caltrans Exhibit 9-F of Chapter 9 of the LAPM).

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in the Commission withholding $10,000 until the form is submitted. This amount will be returned to the Contractor when a satisfactory "Final

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Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

## 12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers,

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brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## 13. TERMINATION AND SUBSTITUTION OF DBE SUBCONSULTANTS

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the Commission's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the Commission. Unless the Commission's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the attached Consultant Contract DBE Commitment form.

The Commission authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Commission stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Commission's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Agreement.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Commission determines other documented good cause.

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Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and the Commission of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

## 14. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

## 15. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## 16. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's

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failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

## 17. **FUNDING REQUIREMENTS**

It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to Commission for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or Commission governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

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## EXHIBIT "E" - CONSULTANT DBE COMMITMENT

Consultant to Complete this Section

1. Local Agency Name: _Riverside County Transportation Commission__

2. Project Location: _Riverside County, CA_____

3. Project Description: _Completion of PA/ED for the SR-91 Eastbound Corridor Operations Project__

4. Consultant Name: _Parsons Transportation Group_____

5. Contract DBE Goal %: __22.5%__

DBE Commitment Information

| 6. Description of Services to be Provided | 7. DBE Firm Contact Information | 8. DBE Cert. Number | 9. DBE % |
|---|---|---|---|
| Paleontological Studies/Cultural Resources | Bargas Environmental Consulting | 41165 | 0.5% |
| Staging Concept Plans, TMP Data Sheet, Overhead Sign Concept Plans, Storm Water Data Report, Conceptual Drainage Study | Chen Ryan Associates, Inc. | 40083 | 18% |
| Air Quality Report | Terry A. Hayes Associates Inc. | 40312 | 1% |
| Biological Resources | Vandermost Consulting Services, Inc. | 40141 | 3% |
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## EXHIBIT “F” - DISCLOSURE OF LOBBYING ACTIVITIES

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Not Applicable

# EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

**2. Status of Federal Action:**

☐ a. bid/offer/application
b. initial award
c. post-award

**3. Report Type:**

☐ a. initial
b. material change

**For Material Change Only:**
year ____ quarter _____
date of last report _____

**4. Name and Address of Reporting Entity**

☐ Prime ☐ Subawardee
Tier _____, if known

**Congressional District,** if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

**Congressional District,** if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

**CFDA Number,** if applicable _____

**8. Federal Action Number,** if known:

**9. Award Amount,** if known:

**10. Name and Address of Lobby Entity**
(If individual, last name, first name, MI)

**11. Individuals Performing Services**
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**12. Amount of Payment (check all that apply)**

$ _____ ☐ actual ☐ planned

**13. Form of Payment (check all that apply):**

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

**14. Type of Payment (check all that apply)**

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

**15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:**

(attach Continuation Sheet(s) if necessary)

**16. Continuation Sheet(s) attached:** **Yes** ☐ **No** ☐

**17.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Chris A. Johnson, PE

Title: Vice President, Parsons Transportation Group Inc.

Telephone No.: 858.568.8568 Date: 2/9/2023

Authorized for Local Reproduction

Standard Form - LLL

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**Distribution:** Orig- Local Agency Project Files

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# AGENDA ITEM 7K

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Western Riverside County Programs and Projects Committee<br>Bryce Johnston, Senior Capital Projects Manager |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Agreement for On-Call Railway Flagging Services for the Riverside County Transportation Commission's Highway and Expressway Projects Encroaching in Burlington Northern Santa Fe |

***WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:***

This item is for the Commission to:

1) Award Agreement No. 23-31-061-00 to RailPros, Inc., to provide on-call Railway Flagging Services for Riverside County Transportation Commission's (RCTC) current and future highway and/or expressway projects or activities of the Commission within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), for a three-year term, and one, two-year option to extend the agreement, in an amount not to exceed $2,400,000; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.

***BACKGROUND INFORMATION:***

When the Commission's projects encroach into or over the BNSF railroad or operated right of way, BNSF requires the presence of a BNSF flagger. The BNSF flagger coordinates between BNSF forces, contractor employees, BNSF dispatchers, and BSNF trains to ensure the construction crews and operations do not enter the tracks. In addition, flagging services are mandated by federal law when working within close proximity to active rail lines. The BNSF flagging services can only be performed by qualified BNSF personnel or by qualified individuals approved by BNSF. BNSF flagging services and funding are normally included in a construction and maintenance (BNSF C&M) agreement between BNSF and the Commission.

On August 16, 2022, RCTC learned that BNSF would no longer be providing flagging services with BNSF personnel as identified in the BNSF C&M agreements. All flagging services would need to be coordinated through an agreement with an approved third-party company, see Attachment 2. As a result, RCTC would be required to enter into a new agreement with the third-party flagging company.

The Commission has an immediate need for the provision of on-call BNSF flagging services for all highway and expressway projects and maintenance of commuter stations which encroach into BNSF owned railroad or operated right of way.

RCTC has the following ongoing projects which require flagging on BNSF right of way:

1. State Route 71 / SR-91 Interchange Improvement Project
2. Interstate 15 / SR-91 Express Lane Connector
3. Operation and Maintenance of Commuter Stations at:

    - Riverside Downtown
    - Riverside La Sierra
    - Corona North Main
    - Corona West
    - Jurupa Valley / Pedley

RCTC anticipates future needs for flagging within BNSF right of way beyond the projects listed above.

***DISCUSSION:***

**Procurement Process**

BNSF identified RailPros Inc. as the only BNSF approved flagging provider in this region, due to their familiarity and expertise, thus necessitating a sole source agreement. The Commission anticipates the use of federal funds for this sole source agreement, which requires Caltrans' approval. Staff has secured Caltrans' approval through a Public Interest Finding (PIF) for SR-71/SR-91 Interchange Improvement Project and will obtain a PIF for each project included in this agreement, see Attachment 3.

***FISCAL IMPACT:***

Staff recommends approval of Agreement No. 23-31-061-00 between the Commission and RailPros Inc. in the amount of $2,400,000. This agreement will be funded by the following fund sources:

- Surface Transportation Block Grant (STBG)
- Congestion Mitigation and Air Quality (CMAQ)
- Other future federal funds
- Measure A for local match
- State SB 132
- 91 surplus toll revenue
- Federal Transit Administration (FTA)

Each on-call flagging service requests will utilize the most applicable fund source designated to the project.

| Financial Information | | | | | |
|---|---|---|---|---|---|
| In Fiscal Year Budget: | Yes | Year: | FY 2022/23<br>FY 2023/24+ | Amount: | $250,000<br>$2,150,000 |
| Source of Funds: | STBG, Measure A, State SB 132, FTA CMAQ, 91 Surplus Toll Revenue | | | Budget Adjustment: | No |
| GL/Project Accounting No.: | XXXXXX 81304 00000 0000 XXX 31 81301 (Various Projects/Funds) | | | | |
| Fiscal Procedures Approved: | | | | Date: | 04/14/2023 |

Attachments:

1) Draft On-Call Flagging Services Agreement No. 23-31-061-00 with RailPros, Inc.
2) BNSF Notification Letter, Dated February 14, 2023
3) Public Interest Finding, Dated February 17, 2023

*Approved by the Western Riverside County Programs and Projects Committee on April 24, 2023*

In Favor: 10 Abstain: 0 No: 0

# RIVERSIDE COUNTY TRANSPORTATION COMMISSION ON CALL RAIL FLAGGING SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023 by and between the Riverside County Transportation Commission ("Commission") and RailPros, Inc., a California corporation. Commission and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

## 2. RECITALS.

2.1 Commission is the Transportation Commission for the County of Riverside and organized under the laws of the State of California with the power to contract for services necessary to achieve its purpose.

2.2 Commission requires the provision of on-call railway flagging services for certain projects or activities of the Commission within twenty-five feet of the centerline of certain railroad tracks over which Burlington Northern Santa Fe (BNSF) or Union Pacific (UP) operate (collectively, the "Project").

2.3 Contractor desires to perform and assume responsibility for the provision of the on-call railway flagging services required by Commission on the terms and conditions set forth in this Agreement.

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## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to Commission all labor, materials, tools, equipment, services, and incidental and customary work, as necessary, to fully and adequately provide the on-call railway flagging services ("Services") The Services are generally described in Exhibit "A".

3.1.2 Term. The term of this Agreement shall be from the date first set forth above to May 31, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; 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 Agreement. Commission retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of Commission and 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 under this Agreement and as required by law. Contractor 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, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. The Commission's Representative shall provide Contractor's Representative (defined below) with a proposed schedule of activities that will take place within twenty-five (25) feet from the centerline of tracks for which Commission will require the Services. The Commission shall provide Contractor with a general description of the proposed activities to be conducted by the Commission. Contractor shall provide the Services expeditiously, on all dates and at all times established and agreed upon by the parties for the Services pursuant to the terms of this Agreement.

In the event of cancellation of scheduled Services the following shall apply: any day for which Consultant is provided less than 24 hours' notice of cancellation shall be considered a billable day for which Consultant shall be entitled to payment in accordance with the terms of this Agreement. Cancellation must be made in writing to BNSF.Info@railpros.com

3.2.3 Commission's Representative. The Commission hereby designates the 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 power to act on behalf of the Commission for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.2.4 Contractor's Representative. Contractor hereby designates Gary Killion, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. 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 Agreement.

3.2.5 Coordination of Services. Contractor 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.

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3.2.6 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7 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.

3.2.8 Laws and Regulations; Employee/Labor Certifications. 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 Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be 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 the Commission, Contractor shall be solely responsible for all costs arising therefrom.

3.2.9 Labor Certification. By its signature hereunder, Contractor 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.

3.2.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or

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applicant for employment because of race, religion, color, national origin, handicap, 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.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.2.11.2 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: (1) *General Liability:* $5,000,000 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 Contractor 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. Contractor may meet the specified insurance requirements set forth in this Agreement for automobile and general liability through excess or umbrella liability coverage.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

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(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 contractors 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 Contractor or for which the Contractor 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 Contractor'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 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 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 Contractor.

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(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) Contractor shall provide the Commission 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 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. 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 the Commission, 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.

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(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 Contractor or Commission will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Contractor 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:

3.2.11.4 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, Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.5 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.

3.2.11.6 Verification of Coverage. Contractor 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.

3.2.11.7 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors or subcontractors 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 subcontractors 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 Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

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3.2.12 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

**3.3 Fees and Payments; Labor Code Requirements.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services provided pursuant to this Agreement, at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation provided under this Agreement shall not exceed Two Million, Four Hundred Thousand Dollars ($2,400,000). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to Commission a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial Task Order commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon. All invoices not disputed within fifteen (15) days of receipt shall be deemed approved and payable by Commission. Late payments of undisputed invoices shall be subject to a 1.5% fee for every thirty (30) days that payment is delinquent.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.3.4 Extra Work. At any time during the term of this Agreement, Commission may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Commission’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 “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 since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Commission shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the

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Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, if applicable, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms.

3.3.7 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 Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.3.8 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, Contractor 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 Contractor or any sub-contractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any sub-contractor 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 Contractor.

3.3.9 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 Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-contractor 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

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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.

**3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Commission, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 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.

**3.5 General Provisions.**

3.5.1 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**:
Railpros
1320 Greenway Drive
Suite 490
Irving, Texas, 75038
Attn: Gary Killion

**COMMISSION**:
Riverside County
Transportation Commission
4080 Lemon Street, 3rd 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.

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3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any breach of this Agreement or alleged negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys' fees and other related costs and expenses.

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

3.5.4 Commission's Right to Employ Other Contractors. Commission reserves right to employ other contractors in connection with this Project.

3.5.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6 Assignment or Transfer. Contractor 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Commission include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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3.5.11 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.

3.5.12 Prohibited Interests. Contractor maintains and 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 Agreement. 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, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. 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.

3.5.13 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.

3.5.14 Authority to Enter Agreement. Contractor 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.

3.5.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.16 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 modified by a writing signed by both parties.

3.5.17 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]

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**SIGNATURE PAGE FOR**
**ON CALL RAIL FLAGGING SERVICES AGREEMENT**
**BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
**AND RAILPROS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

_____
Anne Mayer, Executive Director

*Approved as to form:*

Best Best & Krieger LLP

_____
General Counsel

**RAILPROS, INC.**

_____
Signature

_____
Name

_____
Title

ATTEST:

_____
Signature

_____
Name

_____
Title

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 referenced persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

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**EXHIBIT "A"**

**SCOPE OF SERVICES AND COMPENSATION**

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1. SCOPE OF WORK

Provide on-call flagging services to RCTC or its Contractors at the dates, locations and times requested.

Contractor warrants that (i) Services will be provided in a workmanlike manner, (ii) Contractor Personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Agreement.

The Services will be provided in compliance with all governmental laws, regulations, and rules, and in accordance with Maintenance of Way and Signal Department On-Track-Safety Roadway Worker Rules and the Operating Rules.

2. SERVICE LOCATION

The scope of work includes flagging service for the following projects which require flagging on BNSF and Union Pacific Right-of-Way:

1. SR-71 / SR-91 Interchange Improvement Project
2. I-15 / SR-91 Express Lane Connector
3. Operation and Maintenance of Commuter Stations at:
   - Riverside Downtown
   - Riverside La Sierra
   - Corona North Main
   - Corona West
   - Jurupa Valley / Pedley

Future RCTC projects and/or station within BNSF and Union Pacific Right-of-Way will be part of this agreement without the need to amend this agreement.

3. COMPENSATIONS

3.1 The rates for each flagger crew are inclusive and include but not limited to vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services.

3.2 Services are billed for the Roadway Worker in Charge's (RWIC's) time on site, to include any time setting up and taking down track protection, if applicable.

3.3 Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

3.4 A minimum 24-hour cancellation notice is required, otherwise it is considered a billable day and will be compensated per applicable standard 8-hour day.

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3.5 Overtime rate be charged for any hour after the Standard 8-hours day.

3.6 Prevailing Wage Rates

Standard Workday:
Standard 8-hour day……. $1,350
Overtime per hour …….. $170

Nights, Weekends, and Holidays:
Standard 8-hour day……. $1700
Overtime per hour rate……. $215

3.7 Rates are subject to adjustment based on increases in the applicable state prevailing wage rate as established by the Department of Industrial Relations

3.8 Non-Prevailing Wage Rates

Standard 8-hour day…… $904.16
Overtime…… $135.82
Double-time per hour……. $158.62

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**Jason L. Sanchez**
Manager Engineering

**BNSF Railway Company**
**740 E. Carnegie Drive**
**San Bernardino, CA 92408**
**909-386-4470**

**Jason.Sanchez@bnsf.com**

February 14, 2023

Mr. Bryce Johnston:

Per our previous discussions during the pre-construction meeting, be advised that BNSF will not be able to provide flagging services with our own Maintenance of Way employees for 91/71 Connector Project.

Because of the current labor shortages, BNSF has been unable to keep up with our maintenance labor needs, therefore, earlier this year the decision was made by our senior leadership to recall all BNSF employees on flagging positions back to regular BNSF maintenance duties.

I have been instructed to refer all Contractors/Agencies to contracted flagging services for all projects going forward. Currently, RailPros is the only BNSF approved provider of flagging services on BNSF ROW.

Please let me know if you have any questions regarding the new process.

Thank you,

*Jason Sanchez*

Jason L. Sanchez
BNSF Railway
Manager Engineering
740 E. Carnegie Drive
San Bernardino, CA 92408
909-386-4470
Jason.Sanchez@bnsf.com

# Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive

| U.S. DEPARTMENT OF TRANSPORTATION | FEDERAL HIGHWAY ADMINISTRATION | CALIFORNIA DEPARTMENT OF TRANSPORTATION |
|---|---|---|

## COST-EFFECTIVENESS/PUBLIC INTEREST FINDING

| COST-EFFECTIVENESS DETERMINATION REQUIRED | PUBLIC INTEREST DETERMINATION REQUIRED |
|---|---|
| ☐ Use of force account (23 CFR 635.204, 205)*<br>☐ Use of publicly owned equipment (23 CFR 635.106)<br>☐ Other*: _____<br><br>*** Requires Caltrans District approval**<br>**** Requires FHWA approval** | ☐ Use of publicly furnished materials (23 CFR 635.407)<br>☑ Use of contracting method other than competitive bidding (23 CFR 635.104/204)*<br>☐ Use of mandatory borrow/disposal sites (23 CFR 635.407)<br>☐ Advertising period less than 3 weeks (23 CFR 635.112)*<br>☐ Waiver of Buy America Requirements (23 CFR 635.410)**<br>☐ Other*: _____ |

**A&E NONCOMPETITIVE DETERMINATION REQUIRED**

| | |
|---|---|
| ☑ Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)*<br><br>(Must select one of the limited circumstances) | MUST MEET ONE OF THE FOLLOWING LIMITED CIRCUMSTANCES:<br><br>☑ Service is available only from a single source<br>☐ There is an emergency which will not permit the time necessary to conduct competitive negotiations<br>☐ After solicitation of a number of sources, competition is determined to be Inadequate |

| FEDERAL-AID PROJECT | CLASS OF FEDERAL FUNDS: ☐ IM ☐ NH ☐ STP ☑ OTHER: | | |
|---|---|---|---|
| | STEWARDSHIP: ☐ DELEGATED ☐ HIGH PROFILE | | |
| ID | DIST-CO-RTE- PM | ESTIMATED COST | FEDERAL FUNDS |
| HPLU212N-6054(066) | 08-RIV-91 R0.6/2.6 | 800000 | 800000 |
| | | | |
| | | | |

PROJECT SPECIFIC ☑ MULTIPLE PROJECTS ☐ REGIONAL/DISTRICTWIDE ☐ STATEWIDE ☐

| GENERAL LOCATION | GENERAL DESCRIPTION OF WORK |
|---|---|
| In the City of Corona, CA on the Burlington Northern Santa Fe (BNSF) rail line, San Bernardino Sub, at the Green River On-Ramp to East Bound 91. | Furnish flagging services for the construction of the Green River On-Ramp Overhead Bridge that spans over the BNSF rail line. |

REASONS THAT REQUESTED APPROVAL IS CONSIDERED (STATE):

RailPros is the only certified company allowed to provide flagging services for BNSF and there are no other choices currently available.

REMARKS (STATE) :
FHWA has been consulted.

| | | |
|---|---|---|
| PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE Erik Galloway Digitally signed by Erik Galloway DN: cn=Erik Galloway, ou=Bechtel, email=EGalloway@bec-riv.org Date: 2022.11.07 16:05:12 -08'00' | REPRESENTATIVE NAME AND TITLE:<br><br>Erik Galloway, Project Delivery Director | Date:<br><br>11/07/2022 |
| *APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE) | DLAE NAME:<br><br>Alberto Vergel de Dios, DLAE | Date:<br><br>02/17/2023 |
| **APPROVED BY FHWA (Buy America Waiver only) | FHWA REPRESENTATIVE NAME: | Date: |

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

## Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive

### Instructions

1. Check appropriate box under "Cost-Effective Determination Required," "Public Interest Determination Required," or A&E Noncompetitive Determination Required. If A&E Noncompetitive Determination Required is checked, check one of the limited circumstances.
2. Check "Class of Funds" as follows: IM-Interstate Maintenance, NH-National Highway, STP - State Transportation Program, Other (all other classes).
3. Provide the Federal-aid Project ID number in first column.
4. Identify Caltrans District-County-State Route-Post Mile, or City and street in second column.
5. List Estimated Cost of the portion of the project subject to this PIF.
6. List the amount of the Federal Funds in the portion of the project subject to this PIF.
7. Describe "General Location" applicable to this PIF.
8. Provide "General Description of Work" affected by this PIF.
9. Explain and give "Reasons that requested approval is considered to be cost-effective, in the public's best interest, or meet A&E noncompetitive procurement." Provide cost analysis or comparison as evidence of cost-effectiveness.
10. "Remarks" is for the Local Agency Representative preparing the Finding.
11. Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.
12. Signature and Name of District Local Assistance Engineer approving the PIF, as required, and Date.
13. Signature and Name of FHWA representative approving the PIF for Buy America waivers, and Date.

# RCTC 6054066 PIF

Final Audit Report 2023-02-18

| | |
|---|---|
| Created: | 2023-02-18 |
| By: | Albert Dios (s129500@dot.ca.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIkGg6TMHhwd8lqukznj4s2Vt1z5QRxvc |

## "RCTC 6054066 PIF" History

Document digitally presigned by Erik Galloway
2022-11-08 - 0:05:12 AM GMT

Document created by Albert Dios (s129500@dot.ca.gov)
2023-02-18 - 2:21:25 AM GMT

Document emailed to Albert Dios (albert.vergel.de.dios@dot.ca.gov) for signature
2023-02-18 - 2:22:01 AM GMT

Email viewed by Albert Dios (albert.vergel.de.dios@dot.ca.gov)
2023-02-18 - 2:22:35 AM GMT

Document e-signed by Albert Dios (albert.vergel.de.dios@dot.ca.gov)
Signature Date: 2023-02-18 - 2:22:46 AM GMT - Time Source: server

Agreement completed.
2023-02-18 - 2:22:46 AM GMT

Powered by Adobe Acrobat Sign

# AGENDA ITEM 7L

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Western Riverside County Programs and Projects Committee<br>Gary Ratliff, Facilities Administrator<br>Erik Galloway, Project Delivery Director |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Agreement for Elevator Maintenance, Inspection and Repair Services |

***WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:***

This item is for the Commission to:

1) Approve Agreement No. 23-24-046-00 with Amtech Elevator Services to provide elevator maintenance, inspection and repair services for a three-year term, and one, two-year option to extend the agreement, in the amount of $400,000, plus a contingency amount of $50,000, for a total amount not to exceed $450,000; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

***BACKGROUND INFORMATION:***

The Commission owns nine commuter rail stations in Riverside County. Four of the nine stations offer elevator services to station patrons. The La Sierra, North Main Corona, Riverside Downtown, and West Corona stations each have two elevators located near the platform, for a total of eight elevators. The two elevators located in the North Main Corona station parking structure are not included as part of this agreement, as they are covered under a separate agreement with ThyssenKrupp Elevator Corporation, due to issues regarding warranty coverage and certain proprietary elevator controls.

Over the past four years each of eight elevators have gone through an elevator modernization process to update each elevator system. Elevator maintenance services are essential to provide continued assistance and safety for station patrons and to provide reliable and consistent performance of all elevators, as well as preserving and maintaining Commission property.

On May 11, 2016, the Commission approved an elevator services agreement with an initial three-year term, and two two-year options for an amount not to exceed $605,000 to cover the eight elevators at the existing commuter rail stations. Currently, the agreement is in its last option year

and expires June 30, 2023. The new agreement will allow the Commission to maintain and repair the elevators at the commuter rail stations.

The Commission requires the services of a qualified elevator contractor to provide elevator preventative maintenance service intervals, repair state inspection items and respond to on-call repair services.

Scheduled monthly maintenance and inspection includes examining, adjusting, cleaning, lubricating, and testing of the motor, machine, controller, safety devices, and other elevator components and equipment. Additionally, on-call repair services can be requested by Commission staff on an as-needed basis for unanticipated repair and emergency situations not covered under maintenance services.

Under Commission supervision, monthly maintenance services would be conducted at each station for a fixed price during the term of the agreement, which shall not exceed five years. On-call repair services would be requested on an as-needed basis, and pricing for that work would be based on the successful contractor's proposed fixed labor rates and fixed markup on equipment and/or materials.

**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 elevator maintenance, inspection, and repair services as set forth under the terms of Request for Proposals (RFP) No. 23-24-046-00.

RFP No. 23-24-046-00 for Elevator Maintenance, Inspection and Repair Services was released by staff on February 24, 2023. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 303 firms, zero (0) of which are located in Riverside County. Through the PlanetBids site, 10 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers by March 16, 2023. Amtech Elevator Services (Cerritos, CA) and AZTech Elevator Company (Los Angeles, CA) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on March 30, 2023. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission staff.

As a result of the completion of the evaluation process, the evaluation committee recommends contract award to Amtech Elevator Services. to provide elevator maintenance, inspection, and repair services for a three-year term, and one, two-year option to extend the agreement, 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 on the next page:

| Firm | Price | Overall Ranking |
|---|---|---|
| **Amtech Elevator Services** | **$240,880.00** | **1** |
| **AZTech Elevator Company** | **$352,500.00** | **2** |

Accordingly, staff recommends the award of an agreement for elevator maintenance, inspection, and repair services for a three-year term, and one, two-year option to extend the agreement to Amtech Elevator Services in an amount of $400,00, plus a contingency amount of $50,000, for a total amount not to exceed $450,000. The Commission's standard form professional services agreement will be entered into with Amtech Elevator Services 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.

***FISCAL IMPACT:***

This project has a budget of $450,000 for up to a five-year period. Funding for this project is comprised of a Measure A and State of Good Repair (SGR) Grants.

<table>
<tr><th colspan="8">Financial Information</th></tr>
<tr><td colspan="2">In Fiscal Year Budget:</td><td>Yes<br>N/A</td><td>Year:</td><td>FY 2023/24<br>FY2024/25 +</td><td>Amount:</td><td colspan="2">$50,000<br>$400,000</td></tr>
<tr><td colspan="2">Source of Funds:</td><td colspan="3">2009 Measure A Western County Rail Funds/SGR Grant</td><td colspan="2">Budget Adjustment:</td><td>No<br>N/A</td></tr>
<tr><td colspan="3">GL/Project Accounting No.:</td><td colspan="5">244001 73301 00000 0000 265 24 73301<br>244003 73301 00000 0000 265 24 73301<br>244004 73301 00000 0000 265 24 73301<br>244006 73301 00000 0000 265 24 73301<br>004011 90701 (00113,00114,00115,00116) 4141 265 33 90501</td></tr>
<tr><td colspan="3">Fiscal Procedures Approved:</td><td colspan="3"></td><td>Date:</td><td>04/14/2023</td></tr>
</table>

Attachment: Draft Agreement No. 23-24-046-00 with Amtech Elevator Services

*Approved by the Western Riverside County Programs and Projects Committee on April 24, 2023*

In Favor: 10 Abstain: 0 No: 0

**Agreement No. 23-24-046-00**

# RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ELEVATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES WITH [___CONSULTANT___]

## 1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **[___NAME OF FIRM___]** ("Consultant"), a **[___LEGAL STATUS OF CONSULTANT e.g., CORPORATION___]**.

## 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 elevator maintenance, inspection and repair 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 professional elevator maintenance, inspection and repair services project ("Project") as set forth herein.

2.3 The Project will be funded, in part, with federal funding from the Federal Transit Administration ("FTA"). Consultant shall comply with all applicable FTA requirements.

## 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.

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3.2 Term. The term of this Agreement shall be from the date first specified above to _____, 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



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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 **[___INSERT NAME OR TITLE___]**, 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. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, 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.

3.11 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



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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. Reserved.

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.



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(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



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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.

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.



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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 total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director ("Total Compensation"). Additional 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 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, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be

processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(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.

3.15 Financial Provisions; Records Retention; Audit.

3.15.1 Cost Principles and Administrative Requirements.

(a) Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

(b) Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(c) Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

(d) All subcontracts in excess of $25,000 shall contain the above provisions.

3.15.2 Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government



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shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

3.15.3 Accounting System. Consultant 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 Consultant 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.

3.15.4 Audit Review Procedures.

(a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

(b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of 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.



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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**: | **COMMISSION**: |
|---|---|
| _____ | Riverside County |
| _____ | Transportation Commission |
| _____ | 4080 Lemon Street, 3rd Floor |
| _____ | Riverside, CA 92501 |
| Attn: _____ | 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.



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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 Equipment Purchase

Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

All subcontracts in excess $25,000 shall contain the above provisions.

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



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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.



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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



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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 Provisions Applicable When Federal Funds Are Involved. Since funding for the Services is provided, in whole or in part, from the FTA, Consultant shall fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

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, except for any FTA Requirements, which shall govern, unless otherwise approved by the Commission.

3.43 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.

3.44 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.

3.45 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.

3.46 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.



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3.47 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.

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**SIGNATURE PAGE**
**TO**
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
**AGREEMENT FOR ELEVATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES WITH [___CONSULTANT___]**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
**[INSERT NAME]**
**[INSERT RCTC SIGNATOR]**

**CONSULTANT**
**[INSERT NAME OF CONSULTANT]**

By: _____
Signature

_____
Name

_____
Title

*Approved as to Form:*

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

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.

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**Exhibits A, B and D to be inserted from RFP**
**Exhibit C to be inserted from successful proposal**

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# AGENDA ITEM 8

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Western Riverside County Programs and Projects Committee<br>Brian Cunanan, Commuter and Motorist Assistance Manager |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | Approval of VanClub Vanpool Program Subsidy Increase and Amendments to Leasing Vendor Agreements |

***WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:***

This item is for the Commission to:

1) Approve VanClub program vanpool subsidy increase from $400 a month per vanpool to $600 a month per vanpool, effective July 1, 2023;
2) Approve Agreement No. 21-41-021-01, Amendment No. 1 to Agreement No. 21-41-021-00 with Airport Van Rental (AVR Vanpool) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount;
3) Approve Agreement No. 18-41-038-02, Amendment No. 2 to Agreement No. 18-41-038-00 with California Vanpool Authority (CalVans) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount;
4) Approve Agreement No. 18-45-063-04, Amendment No. 4 to Agreement No. 18-45-063-00 with Commute with Enterprise (Enterprise) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount; and
5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

***BACKGROUND INFORMATION:***

In May 2018, the Commission expanded its Commuter Assistance Program to launch a vanpool subsidy program, VanClub, for commuters who travel to a worksites in western Riverside County. Vanpools help reduce traffic and vehicle emissions by decreasing the number of single occupant vehicles and are an effective transit mode for long distance commuters whose routes or schedules are not served by traditional bus or rail transit. VanClub supports long-distance commuters with a subsidy of up to $400 per month reducing the cost of a vanpool lease. A similar vanpool subsidy is available to those commuting to eastern Riverside County worksites through the SunLine Transit Agency.

VanClub is operated through a third-party lease or "purchased transportation" arrangement, where the Commission competitively procures for third-party vendor(s), who then provide a leased vehicle to vanpool groups. The lease cost includes the vanpool vehicle, insurance,

maintenance and roadside assistance. Each vanpool is responsible for creating a route and schedule, enrolling riders, selecting which leasing vendor they will lease their vehicle from and once in a lease arrangement, the group pays their monthly lease directly to the leasing vendor (minus the RCTC subsidy). The vendor invoices the Commission for the monthly subsidy and is reimbursed after the Commission receives a detailed report on the vanpool activity for that month, directly from the vanpool group.

The Commission's current vanpool contracts are with two types of vendors: private sector (referred throughout as private leasing vendors) - AVR Vanpool and Enterprise, and a public transit agency/vendor, CalVans. CalVans vanpools primarily serves the agricultural and post-secondary educational markets. As a public transit provider, CalVans takes applications directly from the vanpool groups, leases the vehicles to those groups and reports all program statistics directly into the National Transit Database (NTD). Whereas for the private leasing vendors, those vanpool groups apply directly to VanClub.net and the Commission reviews and approves those applications, oversees those vanpools, reviews monthly reports and inputs data directly into the NTD.

The benefit to reporting into the NTD is that public agencies realize a minimum of $2 in additional Federal Transit Administration (FTA) Section 5307 funding for every $1 invested/expended towards the ongoing subsidy program, two years after the reporting year. Some programs nationwide have claimed up to a 3:1 return in funding. To date, VanClub has generated approximately $8.1 million in FTA Section 5307 and 5339 to Riverside County.

For both types of purchased transportation arrangements, RCTC establishes the minimum program requirements and guidelines, based off of FTA requirements. VanClub's program guidelines requires that each vanpool:

1. Transports commuters traveling to a worksite or a post-secondary educational institution;
2. Counts the driver as an unpaid commuter and all participants (including the driver) are volunteers;
3. Commute each day a minimum of 30 miles round-trip;
4. Commutes to an employer located within Western Riverside County;
5. Commutes at least 12 or more days during a calendar month period;
6. Maintains occupancy requirements, where the ratio of riders to available seats, including the driver (aka occupancy) must be at least 70 percent when a vanpool applies to the program and the vanpool must maintain a minimum occupancy rate of 50 percent or at least four passengers (including the driver); and
7. Permits RCTC to advertise the vanpool and the route to the general public and accept additional riders to fill empty seats.

In general, vanpool programs tend to have the most productive and cost-effective performance of any transit mode. Since inception, VanClub has reduced over 397K trips and 14.4 million miles of

travel. The average distance a vanpool travels one-way to work is 45 miles, with an average out of pocket costs (i.e., "fare" in transit terms) of $5.95 per trip. The Commission investment into the program is minimal, in that the average farebox return since program launch through June 30, 2022 is 70.2 percent.

By March of 2020, the program had 80 active vanpools enrolled. And with the onset of the COVID-19 Pandemic and given the shelter in place orders implemented at that time, the enrolled vanpools dropped as non-essential workers disbanded their vanpools to work from home. By July 2020, the active vanpools totaled 30, consisting primarily of essential workers travelling to March Air Force Base. Like other transit agencies, there were hopes that the program and ridership would bounce back to pre-pandemic levels by the end of Fiscal Year 2020/21. Unfortunately, a rebound has taken longer and starting in the fall of 2022, VanClub has started to enroll additional vanpools as more workers head back to the workplace.

During this period, RCTC gave the vanpools as much flexibility as possible, and relaxed two of the program's criteria to accommodate for part-time vanpooling. Additionally, in June 2022 the Commission approved an extra $100 towards the monthly subsidy for vanpool groups that lease zero emission vehicles. Since zero emission vehicles are more costly to lease, the Commission added this additional subsidy to help reduce congestion while also providing the highest emission reduction benefit possible. Also at this meeting, the Commission also approved to increase the $2 a day three-month rideshare incentive to $5 per day, temporarily expanding eligibility to out of county participants commuting to Riverside County worksites and allowing VanClub participants that are new to vanpooling to take advantage of this three-month incentive (in addition to the monthly VanClub subsidy). Although VanClub participation has increased since RCTC took these actions, none of the vanpool groups have yet to lease a zero emission vehicle.

***DISCUSSION:***

Inflation has significantly increased the cost to participate in a vanpool and diminished the ratio of support provided by the $400 subsidy amount. The average vanpool lease at program inception was $937 per month; currently, the average vanpool lease is $1,251, or 34 percent higher than it was five years ago. In that same timeframe, the average cost of fuel has increased by 26 percent. A vanpool traveling an average of 90 miles roundtrip four days a week (at 20 miles per gallon) translates to an estimated $347 per month, in fuel costs alone.

VanClub program participants, past and present, expressed sensitivity to the rising costs of vanpooling in a survey completed at the end of 2022. When asked how vanpools can best be supported, increasing the monthly subsidy amount and lowering vanpool lease agreement prices were the highest ranked options. To help keep vanpool an attractive option for commuters that may lack transit options or other mobility alternatives, many neighboring programs have or are planning to increase the monthly subsidy from the traditional $400 per month level.

| | Metro | OCTA | RCTC | SANDAG | SBCTA | VVTA |
|---|---|---|---|---|---|---|
| **Monthly Subsidy** | $600 | $400* | $400* | $500 | $600** | $600 |
| | *Exploring increase to $600 per month; ** Effective Fiscal Year 2023/24 | | | | | |

The $400 a month subsidy was initially established in the mid 1990's, when the first ongoing vanpool program in California was implemented in San Diego County. In 2007 both Los Angeles and Orange County jump started their ongoing vanpool programs, offering $400 a month subsidy. Today, these vanpool subsidy programs operated by Los Angeles County Metropolitan Transportation Authority and San Diego Association of Governments, offer monthly subsidies of $600 and $500, respectively. In San Bernardino County, Victor Valley Transit Authority vanpool program offers a monthly subsidy of $600 and San Bernardino County Transportation Authority is currently at $400 and is increasing to $600 next fiscal year. Orange County Transportation Authority is exploring a potential increase to $600 subsidy level for their vanpool program as well.

To keep up with rising costs and foster additional vanpool participation which will help reduce congestion and improve mobility, as well as generate future FTA Section 5307 for Riverside County transit programs, Staff recommends increasing the VanClub monthly subsidy from $400 to $600 per month (and maintaining the additional $100 for EV vanpool vehicles) and amending existing vanpool leasing vendor contracts to reflect this change.

***FISCAL IMPACT***

The total value of the revised VanClub subsidy is $515,400.

| **Financial Information** | | | | | | |
|---|---|---|---|---|---|---|
| In Fiscal Year Budget: | N/A | Year: | FY 2023/24 | Amount: | $515,400 | |
| Source of Funds: | **Operating:** Western County Measure A; FTA CARES; Mobile Source Air Pollution Reduction Review Committee; Congestion Mitigation and Air Quality Funding | | | | Budget Adjustment: | No<br>N/A |
| GL/Project Accounting No.: | 002187 81030 00000 0000 263 41 81002 | | | | | |
| Fiscal Procedures Approved: | | | | | Date: | 04/14/2023 |

Attachments:
1) Airport Van Rental Vanpool Agreement No. 21-41-021-01
2) California Vanpool Authority Agreement No. 18-41-038-03
3) Enterprise Agreement No. 18-45-063-04

*Approved by the Western Riverside County Programs and Projects Committee on April 24, 2023*

In Favor: 10 Abstain: 0 No: 0

# AMENDMENT NO. 1 TO VANPOOL SUBSIDY PROGRAM AGREEMENT WITH AIRPORT VAN RENTAL

1. PARTIES AND DATE

This Amendment No. 1 to Vanpool Subsidy Program Agreement is entered into as of June 30, 2023, by and between the Riverside County Transportation Commission ("Commission") and Airport Van Rental ("Consultant").

2. RECITALS

2.1 The Commission and Consultant have entered into an agreement dated January 20, 2021, for the purpose of engaging Contractor as a provider of qualified vehicles to be leased under the RCTC Vanpool Subsidy Program by participants, and to provide such other services as detailed therein (the "Master Agreement").

2.2 The Commission and Consultant now desire to further amend the Master Agreement in order to update the maximum monthly subsidy amount paid to the Contractor to Six Hundred Dollars ($600) per vanpool and provide eligible vanpools using electric powered vehicles (EV) an additional subsidy of One Hundred Dollars ($100) per EV vanpool.

3. TERMS

3.1 "Article 3. - Compensation, Section 3.2" shall be updated to provide a maximum monthly subsidy amount of Six Hundred Dollars ($600) per vanpool paid to the Contractor and provide eligible vanpools using electric powered vehicles (EV) an additional subsidy of One Hundred Dollars ($100) per EV vanpool.

3.2 Except as amended by this Amendment No. 1, all provisions of the Master Agreement, 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. 1.

3.3 This Amendment No. 1 shall be construed and interpreted according to California law, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Riverside.

3.4 A manually signed copy of this Amendment No. 1 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. 4 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

3.5 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE**
**TO**
**AMENDMENT NO. 21-41-021-01**

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Amendment on the date first herein above written.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Anne Mayer
Executive Director

**AIRPORT VAN RENTAL**

By: _____
Signature

_____
Name

_____
Title

**APPROVED AS TO FORM:**

By: _____
Best Best & Krieger, LLP
Counsel to the Riverside County Transportation Commission

**ATTEST:**

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 the Commission.

# AMENDMENT NO. 3 TO INTERAGENCY AGREEMENT FOR VANPOOL SERVICES BY AND BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CALIFORNIA VANPOOL AUTHORITY

1. PARTIES AND DATE

This Amendment No. 3 to Interagency Agreement for Vanpool Services is made and entered into as of June 30, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission established by Public Utilities Code section 130000, et. seq. (hereinafter referred to as "RCTC" or "CLIENT") and the California Vanpool Authority, a joint powers authority established under the Joint Exercise of Powers Act (hereinafter referred to as "CALVANS" or "CONTRACTOR"). CLIENT and CONTRACTOR are each a "PARTY" and collectively the "PARTIES".

2. RECITALS

2.1 RCTC and CALVANS have entered into an agreement dated November 9, 2017 for the purpose of encouraging increased vanpool use in Western and Southern Riverside County by providing the provision of vanpool services ("Master Agreement").

2.2 RCTC and CALVANS have entered into an Amendment No. 1 dated June 30, 2020 for the purpose of extending the term of the Master Agreement to June 30, 2022 for the continued provision of providing vanpool services.

2.3 RCTC and CALVANS have entered into an Amendment No. 2 dated June 30, 2022 for the purpose of extending the term of the Master Agreement to June 30, 2025 for the continued provision of providing vanpool services.

2.4 The PARTIES now desire to further amend the Master Agreement in order to update the maximum monthly subsidy amount paid to the Contractor to Six Hundred Dollars ($600) per vanpool and provide eligible vanpools using electric powered vehicles (EV) an additional subsidy of One Hundred Dollars ($100) per EV vanpool.

3. TERMS

3.1 "Section 5 – Compensation" shall be updated to provide a maximum monthly subsidy amount of Six Hundred Dollars ($600) per vanpool paid to the Contractor and provide eligible vanpools using electric powered vehicles (EV) an additional subsidy of One Hundred Dollars ($100) per EV vanpool.

3.2 Except as amended by this Amendment No. 3, all provisions of the Master Agreement, 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. 3.

3.3 This Amendment No. 3 shall be construed and interpreted according to California law, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Riverside.

3.4 A manually signed copy of this Amendment No. 3 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. 3 for all purposes. This Amendment No. 3 may be signed using an electronic signature.

3.5 This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE**
**TO**
**AMENDMENT NO. 18-41-038-03**

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Amendment on the date first herein above written.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

**CALIFORNIA VANPOOL AUTHORITY**

By: _____
Georgina Landecho, Executive Director

**APPROVED AS TO FORM:**

By: _____
Best Best & Krieger, LLP
Counsel to the Riverside County
Transportation Commission

# AMENDMENT NO. 4 TO VANPOOL SUBSIDY PROGRAM AGREEMENT WITH ENTERPRISE

1. PARTIES AND DATE

This Amendment No. 4 to Vanpool Subsidy Program Agreement is entered into as of June 30, 2023, by and between the Riverside County Transportation Commission ("Commission") and Enterprise Rent-A-Car Company of Los Angeles, LLC, a Delaware limited liability company, DBE Enterprise Rideshare ("Contractor").

2. RECITALS

2.1 The Commission and Contractor have entered into an agreement dated March 7, 2018, for the purpose of engaging Contractor as a provider of qualified vehicles to be leased under the RCTC Vanpool Subsidy Program by participants, and to provide such other services as detailed therein (the "Master Agreement").

2.2 The Commission and the Consultant have entered into Amendment No. 1 to the Master Agreement, dated March 24, 2021, for the purpose of extending the term for continued qualified vehicle provider services.

2.3 The Commission and the Consultant have entered into Amendment No. 2 to the Master Agreement, dated March 31, 2022, for the purpose of extending the term for continued qualified vehicle provider services and to replace "Exhibit B" of the Master Agreement.

2.4 The Commission and the Consultant have entered into Amendment No. 3 to the Master Agreement, dated March 2, 2023, for the purpose of extending the term for continued qualified vehicle provider services.

2.5 The PARTIES now desire to further amend the Master Agreement in order to replace "Exhibit B" of the Master Agreement.

3. TERMS

3.1 "Exhibit B – Vehicle Subsidy" shall be replaced in its entirety with Exhibit B attached to this Amendment No. 4.

3.2 Except as amended by this Amendment No. 4, all provisions of the Master Agreement, 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. 4.

3.3 This Amendment No. 4 shall be construed and interpreted according to California law, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Riverside.

3.4 A manually signed copy of this Amendment No. 4 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. 4 for all purposes. This Amendment No. 4 may be signed using an electronic signature.

3.5 This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE**
**TO**
**AMENDMENT NO. 18-45-063-04**

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Amendment on the date first herein above written.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

**ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES,** LLC DBE ENTERPRISE RIDESHARE

By: _____
Signature

_____
Name

_____
Title

**APPROVED AS TO FORM:**

By: _____
Best Best & Krieger, LLP
Counsel to the Riverside County Transportation Commission

**ATTEST:**

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 the Commission.

# EXHIBIT "B"

VEHICLE SUBSIDY

Fifty percent (50%) of the total lease cost per Vehicle, not to exceed Six Hundred Dollars ($600) per Vehicle.

Eligible Vanpools using electric powered vehicles (EV) may receive an additional subsidy of One Hundred Dollars ($100) per Vehicle.

# AGENDA ITEM 9

| RIVERSIDE COUNTY TRANSPORTATION COMMISSION | |
|---|---|
| **DATE:** | May 10, 2023 |
| **TO:** | Riverside County Transportation Commission |
| **FROM:** | Budget and Implementation Committee<br>David Knudsen, External Affairs Director |
| **THROUGH:** | Anne Mayer, Executive Director |
| **SUBJECT:** | State and Federal Legislative Update |

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

This item is for the Commission to:

1) Receive and file a state and federal legislative update.

**State Update**

***Assembly Bill 1525 (Bonta) – Oppose via Platform***

Assembly Bill 1525 (AB 1525) authored by Assemblymember Mia Bonta (Oakland), requires that at least 60 percent of state transportation funds are allocated to disadvantaged, environmental justice, tribal, and other communities of concern. While RCTC supports greater investments across all modes of transportation and ensuring equity-based transportation planning and implementation policies, AB 1525 drastically narrows the location and types of projects that are eligible for funding.

Riverside County is among the fastest growing counties in the state and nation and depends upon flexibility to deliver projects at a regional level. Overly proscriptive policies, such as those outlined in AB 1525, limit RCTC's ability to deliver projects that promote an interconnected transportation network between communities.

Opposing this legislation is consistent with the Commission's adopted 2023 State and Federal Legislative Platform, including:

*Regional Control:*

- Project selection and planning authority for state/federal funds should be as local as possible, preferably in the hands of the Commission.

*Funding:*

- Funding sources should be discretionary and distributed by population share to facilitate expeditious project delivery and expenditure of funds.

- Support maintaining the legislative intent behind Senate Bill 1 (Statutes 2017) and historic base program funding, by:
    - Opposing efforts to tie distribution of transportation funding to ancillary policy matters, such as housing.
    - Opposing efforts to deviate from legislative intent and existing statute.
    - Ensuring program guidelines are as broad as possible with respect to mode, to the extent appropriate while adhering to legislative intent.

***Assembly Bill 558 (Arambula) – Oppose via Platform***

Assembly Bill 558 (AB 558), authored by Assemblymember Joaquin Arambula appears to interfere with the governing structure of the Fresno County Transportation Authority (FCTA) by increasing its board membership from 9 to 13 members. The four new positions must be filled by a labor organization representative, youth member, disadvantaged community member, and an educational member.

However, this restructuring of the FCTA is done without consensus and support from regional stakeholders. In addition, AB 558 establishes a concerning precedent for RCTC and other regional transportation agencies that rely upon a collaborative process to be effective.

Opposing this legislation is consistent with the Commission's adopted 2023 State and Federal Legislative Platform, including:

*Protect Our Authority and Revenue*

- Oppose legislation that restructures or interferes with governance of the Commission or other local and regional transportation agencies without the support and consent of the entity affected.

RCTC staff submitted a letter of opposition to the Assembly Local Government Committee, where the bill is currently located and awaits a hearing date.

***Assembly Bill 7 (Friedman) – Informational Only***

On March 23, staff submitted a letter of concern to the Assembly Transportation Committee on Assembly Bill 7 (AB 7). Staff had limited time to review the full scope of the bill in the shortened timeframe between the publish date of amendments and the bill being scheduled for its first committee hearing. However, staff is concerned with a provision of the bill requiring specific policy principles to be incorporated when certain local transportation funds are used on a project.

Additionally, the author continues to engage a series of stakeholder committees, which includes RCTC's Sacramento advocate, about potential amendments to AB 7. Staff will continue to monitor and engage on the bill as potential amendments are developed. The bill awaits a hearing date in the Assembly Appropriations Committee before it can receive a vote on the Assembly floor.

***Assembly Bill 1385 (Garcia) – Update***

With the Commission's decision on March 8, 2023, to sponsor legislation to change RCTC's sales tax authority, Assemblymember Eduardo Garcia amended Assembly Bill 1385 (AB 1385) to increase RCTC's sales tax authority from one cent to one and a half cents per dollar.

RCTC's sales tax authority was established by the state in 1987, allowing Riverside County voters to approve a county-wide half-cent sales tax measure to fund transportation improvements. Measure A, the Commission's half-cent sales tax measure was passed by the voters in 1988 and was renewed in 2002. Measure A expires in 2039.

While AB 1385 does not alter Measure A or impose any new taxes in Riverside County, the bill does enable local voters to seek changes to Measure A's sales tax rate in the future.

On behalf of the Commission, staff submitted a letter of support and sponsorship to Assemblymember Garcia and has engaged the offices of Assemblymembers Corey Jackson, Sabrina Cervantes, Greg Wallis, Bill Essayli, and Kate Sanchez as well as staff from the office of Senator Richard Roth regarding the bill. Staff anticipates meeting with the remaining offices from Riverside County's legislative delegation in the coming weeks before the bill works its way through the committee process.

**Federal Update**

On April 4, Executive Director Anne Mayer, Deputy Executive Director Aaron Hake, and Commissioner Linda Krupa attended a roundtable meeting with Representative Raul Ruiz and White House Senior Advisor and Infrastructure Coordinator Mitch Landrieu. The discussion focused on opportunities to leverage federal funding under the Infrastructure Investment and Jobs Act to deliver transportation improvements to local communities.

As part of the federal Fiscal Year 2024 appropriations process, RCTC staff submitted six applications to delegation members for Congressionally Directed Spending and Community Project Funding, totaling $24 million. These requests include:

- $5 million for the Coachella Valley Rail Project – Tier II Approval and Environmental Documentation each from Senator Dianne Feinstein, Senator Alex Padilla, and Representative Ken Calvert;
- $3 million for the Metrolink Double Track Project: Moreno Valley to Perris from Representative Mark Takano;
- $3 million for the Mid County Parkway Ramona Expressway Project from Representative Raul Ruiz; and
- $3 million for the 91 Eastbound Corridor Operations Project from Representative Young Kim.

The House and Senate have different appropriations rules. In the House, each Member cannot submit more than a total of 15 appropriations requests to the Appropriations Committee across all 12 appropriations bills. Therefore, all House members must prioritize their funding requests.

RCTC recently learned that the following requests were submitted to the House Appropriations Committee:

- $5 million for the Coachella Valley Rail Project – Tier II Approval and Environmental Documentation from Representative Ken Calvert. This project was ranked as the top priority out of 15 projects recommended for funding by Representative Calvert;
- $3 million for the Metrolink Double Track Project: Moreno Valley to Perris from Representative Mark Takano; and
- $3 million for the 91 Eastbound Corridor Operations Project from Representative Young Kim.

While the status of RCTC's remaining applications is pending, members of Congress are expected to release their final list of projects for funding consideration in the coming weeks.

***FISCAL IMPACT:***

This is a policy and information item. There is no fiscal impact.

Attachments:

1) Legislative Matrix – May 2023
2) AB 1525 Oppose Letter
3) AB 558 Oppose Letter
4) AB 7 Letter of Concern
5) AB 1385 Support Letter

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – MAY 2023**

| Legislation/ Author | Description | Bill Status | Position | Date of Board Adoption |
|---|---|---|---|---|
| **AB 558 (Arambula)** | This bill restructures the Fresno County Transportation Authority (FCTA) by increasing its board membership from nine to thirteen members. This restructuring is done without the consensus and support from regional stakeholders and sets a concerning precedent for RCTC and other regional transportation agencies that rely upon a collaborative process to be effective. | Referred to Assembly Local Government Committee<br><br>March 27, 2023 | *Oppose Based on platform* | 4/10/2023 |
| **AB 1525 (Bonta)** | This bill significantly narrows the location and types of projects eligible to receive state transportation funding by requiring 60% of funds to be allocated to disadvantaged, environmental justice, tribal, and other communities of concern. | Scheduled for hearing in the Assembly Transportation Committee on April 24, 2023<br><br>March 23, 2023 | *Oppose Based on platform* | 4/11/2023 |
| **AB 1385 (Garcia)** | This bill would raise RCTC's maximum tax rate authority from 1% to 1.5%. | Referred to Assembly Local Government Committee<br><br>March 27, 2023 | *Support* | 3/8/2023 |
| **SB 617 (Newman)** | This bill would authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process. The bill would specify that the authority to use the progressive design-build process. | Passed out of the Senate Transportation Committee on April 11, 2023. Referred to the Senate Appropriations Committee<br><br>April 12, 2023 | *Support Based on platform* | 4/5/2023 |

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
4080 Lemon St. 3rd Fl. Riverside, CA 92501
Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208
951.787.7141 • rctc.org

April 13, 2023

The Honorable Laura Friedman
Chair, Assembly Transportation Committee
1021 O Street, Suite 5740
Sacramento, CA 95814

**Subject: Opposition to AB 1525 (Bonta)**

Dear Chair Friedman:

The Riverside County Transportation Commission (RCTC) respectfully opposes AB 1525, authored by Assemblymember Mia Bonta. RCTC recognizes efforts to promote greater equity and climate resilience in transportation. This is evidenced by RCTC's support for investments in all modes of transportation with a goal of improving mobility, air quality, and equity for residents of Riverside County. However, AB 1525 represents a monumental shift in how a majority of state transportation funds are expended and significantly narrows the location and types of projects that are eligible for funding.

Riverside County is one the fastest growing counties in the state and nation. Our region's population increase and corresponding economic growth requires flexibility for RCTC to deliver projects and investments in all modes of transportation, including roadways and reliable transit, to ensure residents can travel to work, school, and places of recreation. Diverting transportation funding to specific kinds of projects, as will occur under AB 1525, strays from RCTC's goal of promoting an interconnected transportation network and will consequently create new disadvantages among communities.

RCTC is a willing partner to discuss opportunities to uplift disadvantaged communities. This is why our legislative platform explicitly voices support to "ensure that rural, low-income, and disadvantaged communities in Riverside County benefit from equity-based transportation planning and implementation policies." However, RCTC encourages the state to advance equity in transportation without implementing overly proscriptive policy changes that will harm communities across California.

Therefore, we respectfully oppose AB 1525. Should you have any questions, please do not hesitate to contact me at amayer@rctc.org or (951) 787-7141.

Sincerely,

Anne E Mayer

Anne Mayer
Executive Director

CC: Members, Assembly Transportation Committee
Riverside County Delegation
Assemblymember Mia Bonta, 18th Assembly District

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
4080 Lemon St. 3rd Fl. Riverside, CA 92501
Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208
951.787.7141 • rctc.org

April 13, 2023

The Honorable Cecilia Aguiar-Curry
Chair, Assembly Local Government Committee
1021 O Street, Suite 6350
Sacramento, CA 95814

**Subject: Opposition to AB 558 (Arambula)**

Dear Chair Aguiar-Curry:

The Riverside County Transportation Commission (RCTC) respectfully opposes AB 558 authored by Assemblymember Joaquin Arambula. The bill interferes with the governing structure of the Fresno County Transportation Authority (FCTA) by increasing its board membership.

RCTC firmly believes in consensus, collaboration, and local control in decision-making regarding regional transportation priorities. Such collaboration results in the deployment of billions of dollars towards transportation infrastructure projects and the creation of tens of thousands of jobs annually in California. Like RCTC, FCTA was established to provide meaningful transportation improvements in a cooperative way and includes the vital input from the communities it serves.

AB 558 adds four new members to the FCTA, seemingly designed to restructure its board. RCTC is concerned that this restructure is being proposed without the support and consensus among regional stakeholders or the FCTA Board itself. In addition, this bill establishes a concerning precedent for RCTC and other regional transportation agencies that their structure and governance could be legislatively changed without a collaborative process.

For these reasons, RCTC opposes AB 558. Should you have any questions, please do not hesitate to contact me at amayer@rctc.org or (951) 787-7141.

Sincerely,

Anne Mayer
Executive Director

CC: Members, Assembly Local Government Committee
Riverside County Delegation
Assemblymember Joaquin Arambula, 31st Assembly District
Mark Leonardo, Executive Director, Fresno County Transportation Authority

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

4080 Lemon St. 3rd Fl. Riverside, CA 92501
Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208
951.787.7141 • rctc.org

March 23, 2023

The Honorable Laura Friedman
Chair, Assembly Transportation Committee
1021 O Street, Suite 5740
Sacramento, CA 95814

**Re: Comments on Assembly Bill 7**

Dear Chair Friedman:

The Riverside County Transportation Commission (RCTC) administers Measure A, Riverside County's voter-approved half-cent sales tax measure. These local funds, which were approved by a vote of more than two-thirds of Riverside County's voters, help deliver critically needed transportation infrastructure for the county's 2.5 million residents. As a result, we are carefully watching the recently amended Assembly Bill 7 (AB 7).

RCTC has had limited time to review the full scope of the bill in the shortened time frame between the publish date of amendments and the bill being scheduled for its first hearing. However, we are concerned with the provision in the bill that requires several new policy principles to be considered during the selection process for projects using local transportation funds.

During the 2021-2022 legislative session, RCTC opposed bills which sought to restrict the will of Riverside County voters related to local transportation project funding. We will continue to analyze AB 7 over the coming weeks to better understand the bill's objectives and we look forward to engaging you, committee staff, and relevant stakeholders to ensure the continued delivery of long-awaited transportation projects in Riverside County.

Should you have any questions, please do not hesitate to contact me at amayer@rctc.org or 951-787-7141.

Sincerely,

Anne E Mayer

Anne Mayer
Executive Director

4080 Lemon St. 3rd Fl. Riverside, CA 92501
Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208
951.787.7141 • rctc.org

March 28, 2023

The Honorable Eduardo Garcia
California State Assembly
1021 O Street, Suite 8120
Sacramento, CA 95814

**Subject: Support Sponsorship of AB 1385 (Garcia)**

Dear Assemblymember Garcia:

On March 8, 2023, the Riverside County Transportation Commission (Commission) approved to sponsor Assembly Bill (AB) 1385. If enacted, this bill would increase the Commission's sales tax authority by a half-cent to provide Riverside County residents with future funding options to meet the growing transportation needs of our region.

In 1987, the Commission was granted tax administration and fee collection authority by the state (PUC 240000). Riverside County's voters subsequently passed a county-wide half-cent per dollar sales tax measure to fund transportation improvements in 1988, known as Measure A, with a 78.8 percent "yes" vote. Riverside County voters renewed Measure A in 2002 with a 69.2 percent "yes" vote. Measure A now sunsets in 2039.

As the administrator of Measure A, the Commission kept its promises to Riverside County voters for nearly 35 years by using the residents' tax dollars efficiently and effectively to build the projects voters said they wanted. Measure A generated thousands of jobs and provided more than $4.1 billion in local sales tax funding for transportation projects across Riverside County that support its nearly 2.5 million residents, with public transit; commuter and motorist assistance; state highways; local streets and roads; and habitat conservation for 146 protected or endangered species.

While California's overall population decreased during the last few years, Riverside County is the fastest-growing county in the state and the fifth fastest-growing county in the nation. The California Department of Finance projects that by 2048, Riverside County will have 3 million people, up 20 percent from 2022. People are moving here because of housing affordability, economic opportunity, and open space.

The increase in the county's population necessitates evaluating how to fund much-needed improvements to our transportation infrastructure. Unfortunately, there is a significant backlog of critically needed transportation projects in Riverside County that existing fund sources cannot meet. AB 1385 provides options should Riverside County's voters choose to implement a new sales tax measure to fund future transportation needs.

AB 1385 does not raise taxes. The bill increases RCTC's sales tax authority from one cent to one and a half cents per dollar and does not alter Measure A's half-cent sales tax rate. Any changes to Measure A requires approval from Riverside County's voters.

We thank you for your leadership in prioritizing transportation investments and solutions for Riverside County and offer support in sponsoring AB 1385.

Should you have any questions, please do not hesitate to contact me at amayer@rctc.org or (951) 787-7141.

Sincerely,

Anne Mayer
Executive Director