



MEETING AGENDA

Toll Policy and Operations Committee

Time: 11:00 a.m.

Date: February 27, 2020

Location: Riverside County Transportation Commission
County of Riverside Administration Center
4080 Lemon St, Third Floor, Riverside CA 92501

COMMITTEE MEMBERS

Brian Berkson, **Chair** / Chris Barajas, City of Jurupa Valley Dana Reed / Kimberly Muzik, City of Indian Wells
Lloyd White, **Vice Chair** / Julio Martinez, City of Beaumont Michael M. Vargas / Rita Rogers, City of Perris
Larry Smith / Linda Molina, City of Calimesa Ben J. Benoit / Joseph Morabito, City of Wildomar
Clint Loimore / Todd Rigby, City of Eastvale

STAFF

Anne Mayer, Executive Director
Michael Blomquist, Toll Program Director

AREAS OF RESPONSIBILITY

Policies involving the Commission's Toll Facilities
Setting Tolls or Rates
Considering Contracts with Vendors Working on
the Toll Program
Statewide and Federal Legislative Issues
Regarding Tolling
Outreach and Marketing of the Toll Facilities
Interactions with Neighboring Jurisdictions
Regarding Toll Matters
User-Based Funding Programs and Future
Opportunities for Toll Facility Development in
Riverside County

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
TOLL POLICY AND OPERATIONS COMMITTEE**

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AGENDA*

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

11:00 a.m.

Thursday, February 27, 2020

**March Field Conference Room
County of Riverside Administrative Center
4080 Lemon Street, Third Floor
Riverside, California**

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 Committee may, either at the direction of the Chair or by majority vote of the Committee, 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. Also, the Committee may terminate public comments if such comments become repetitious. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Committee 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 Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. APPROVAL OF MINUTES – AUGUST 22, 2019

- 6. ADDITIONS/REVISIONS** *(The Committee 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 Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee 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.)*

- 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.*

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7A. 91 EXPRESS LANES MONTHLY STATUS REPORTS

Overview

This item is for the Committee to:

- 1) Receive and file the 91 Express Lanes Monthly Reports for the six months from July to December 2019; and
- 2) Forward to the Commission for final action.

8. CALTRANS MAINTENANCE AMENDMENT FOR RCTC 91 EXPRESS LANES AND 15 EXPRESS LANES

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Overview

This item is for the Committee to

- 1) Approve Agreement No. 17-31-021-03, Amendment to No. 3 to Agreement No. 17-31-021-00, with the California Department of Transportation (Caltrans) for roadway maintenance of the RCTC 91 Express lanes and 15 Express Lanes in an amount not to exceed \$400,000 for FY 2020/21;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

9. 6C TOLL TRANSPONDER TRANSITION UPDATE

Page 140

Overview

This item is for the Committee to receive and file a presentation on the status of the 6C toll transponder transition.

10. 91 EXPRESS LANES HOV3 TRAFFIC COUNTS

Page 141

Overview

This item is for the Committee to receive and file a presentation providing the results of the traffic counts performed on the 91 Express Lanes dedicated high occupancy vehicle (HOV)3+ lane.

11. AGREEMENT WITH SELECTED CONSULTANTS FOR ON-CALL TRAFFIC AND REVENUE STUDY SERVICES

Page 142

Overview

This item is for the Committee to:

- 1) Award the following agreements to provide on-call traffic and revenue study services for a five-year term in the amount of \$3.9 million, plus a contingency amount of \$195,000, for a total amount not to exceed \$4,095,000:
 - a) Agreement No. 20-31-019-00 to C&M Associates, Inc. (C&M Associates);
 - b) Agreement No. 20-31-051-00 to CDM Smith, Inc. (CDM Smith); and
 - c) Agreement No. 20-31-052-00 to Stantec Consulting Services, Inc. (Stantec);
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission;
- 3) Authorize the Executive Director or designee to execute task orders awarded to the consultants under the terms of agreements;
- 4) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the task order services; and
- 5) Forward to the Commission for final action.

12. COMMISSIONERS / STAFF REPORT

Overview

This item provides the opportunity for the Commissioners and staff to report on attended and upcoming meeting/conferences and issues related to Commission activities.

13. ADJOURNMENT

The next Toll Policy and Operations Committee meeting is scheduled to be held at **11:00 a.m., Thursday, May 28, 2020**, March Field, Third Floor, County Administrative Center, 4080 Lemon Street, Riverside.

AGENDA ITEM 5

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

TOLL POLICY AND OPERATIONS COMMITTEE

Thursday, August 22, 2019

MINUTES

1. CALL TO ORDER

The meeting of the Toll Policy and Operations Committee was called to order by Chair Brian Berkson at 11:00 a.m., in the March Field Conference Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

2. ROLL CALL

Members/Alternates Present

Ben J. Benoit
Brian Berkson
Clint Lorimore
Larry Smith
Michael M. Vargas
Lloyd White

Members Absent

Victoria Baca
Dana Reed

3. PLEDGE OF ALLEGIANCE

Commissioner Ben J. Benoit led the Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. APPROVAL OF MINUTES – FEBRUARY 28, 2019 AND MAY 23, 2019

M/S/C (Smith/Lorimore) to approve the Minutes of May 23, 2019.

M/S/C (Smith/Benoit) to approve the Minutes of February 28, 2019 with a correction of Commissioner Hyatt being referred to as Commissioner Smith.

6. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

7. CONSENT CALENDAR

M/S/C (Vargas/Benoit) to approve the Consent Calendar.

7A. 91 EXPRESS LANES MONTHLY STATUS REPORTS

- 1) Receive and file the 91 Express Lanes Monthly Reports for the quarter ended June 30, 2019; and
- 2) Forward to the Commission for final action.

8. TOLL OPERATIONS YEAR-IN-REVIEW AND FISCAL YEAR 2018-2019 OPERATING RESULTS

Michael Blomquist, Toll Program Director, presented an overview of toll operation activities including an upgrade to the bond rating, a new location for the customer service center, a transition to a new 6C transponder technology, and a new RFP issued for the operating contract. He also detailed toll operations results for fiscal year 2018-19 including usage, volume, revenue generated, peak periods of travel, and new accounts opened. Mr. Blomquist concluded his presentation with a look forward at the future 15 Express Lanes.

Commissioner Smith asked how customers should dispose of old transponders, Jennifer Crosson, Toll Operations Manager, stated customers will be provided to customers on how to return the transponders or how to properly dispose of them.

Commissioner Berkson discussed the importance of keeping the switchable transponders.

Commissioner Smith asked about the disparity between new account growth versus revenue growth. Mr. Blomquist stated the economy is currently good and demand for lanes increases rates.

Commissioner Berkson about the notification that the transponder is working or not working, if there is not a beep. Reinland Jones, Toll Technology Manager, stated the new 6C technology does not have a battery or any moving parts so there is no beeping, however there is a system in place to notify customers if they have documented trips and the transponder did not register as they anticipate this happening during the transition to the new technology.

Commissioner Benoit stated he is still utilizing his old transponder, yet it has stopped beeping. Jennifer Crosson stated the beeping has ceased across the board.

Ms. Crosson discussed the process for transitions to the new technology with the multiple agencies rolling out the new technology at different times.

Receive and file a presentation providing a review of results from the latest fiscal year of toll operations.

9. AMENDMENT TO THE 91 EXPRESS LANES OPERATOR AGREEMENT

Jennifer Crosson, Toll Operations Manager, presented an overview of the Orange County, Riverside County, Cofiroute Operating Agreement (ORCOA) which terminates June 30, 2021, with no extension options remaining. The scope of work includes providing account management, filling transponder orders, operating call center, operating walk-in center, and processing toll violations. In 2018, OCTA and RCTC began to work together on the process of securing a new toll services provider. In June of 2019 the RFP was released and proposals are currently under evaluation. Both OCTA and RCTC seek to award the contract in November of 2019 with Notice to Proceed issued in January of 2020. This provides 18 months to transition to the new toll services provider, which is a relatively short time frame for implementation of a back-office system and transition to a new operator. During the 18 months, the following will have to occur: develop documentation, system design, system testing, data migration, systems implementations, facility modification, and staff hiring and training. As a contingency plan, staff worked with OCTA and Cofiroute to negotiate a six-month extension to the current ORCOA should the transition to the new provider not be on schedule for June 30, 2021. Staff is asking for the approval of the six-month extension, with an emphasis that the extension is a Plan B to ensure service is not interrupted and only has to be utilized should the deadline not be met.

Commissioner Vargas asked if RCTC is happy with the current vendor. Mr. Blomquist stated the agency is happy with the current vendor and they are competing in the current process.

Commissioner Lorimore asked about the CPI portion of the amendment. Mr. Blomquist clarified they bounded the CPI between 3 percent – 5 percent.

Executive Director Anne Mayer discussed competition, noting when the lanes were originally opened there was few companies who could provide this service, however with the opening of additional lanes has created opportunities for other companies to come to California and compete. She noted competition can bring new technologies, greater efficiencies, and cost savings.

M/S/C (Benoit/Vargas) to:

- 1) Approve Agreement No. 13-31-105-04, Amendment No. 4 to the 91 Express Lanes Operator Agreement No. 13-31-105-00 (commonly referred to as the ORCOA), among the Orange County Transportation Authority (OCTA), the Commission, and Cofiroute USA, LLC (Cofiroute), to extend the agreement for an additional six months in the amount of \$3,180,851 for a total amount not to exceed \$36,007,044;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission; and
- 3) Forward to the Commission for final action.

10. RCTC EXPRESS LANES POLICY

This item is for the Committee to:

- 1) Approve Resolution 19-016, *“Amended and Restated Resolution of the Riverside County Transportation Commission Regarding the RCTC 91 Express Lane Toll Policy”* and
- 2) Forward to the Commission to conduct a public hearing at its September meeting.

Jennifer Crosson provided an overview of the current toll policy, which was originally adopted in 2012 and was based on existing OCTA policy and consisted of congestion pricing, hourly toll rated by direction, rates based on two lane volumes, and included HOV3+ and special access account holders free. In 2018, the Commission approved a change to the policy which provided for toll rate setting based on single lane volumes. As discussed in the past, not all vehicles receiving the discount are complying with the 3+ occupancy rule and believe the 100 percent discount in combination with the high toll rate in the westbound direction incentivizes customers to cheat. Staff is currently in the process of jointly contracting a consultant to perform compliance counts at all toll plazas with the HOV3 lane with the intent to obtain a count prior to a change in the carpool discount and another count after. Staff is seeking a change to the carpool discount for the following reasons: to create a more consistent application of the carpool discount in both directions, to decrease the carpool violation rate, and to increase effectiveness of congestion pricing to manage traffic. Together with OCTA and toll consultants staff underwent an evaluation of the carpool discount policy possibilities by developing policy guidelines, analyzing traffic data, and examining the impact on the 91 Express Lanes traffic and revenue. Staff came to an agreement with OCTA as to the best option and both RCTC and OCTA are seeking their respective boards approval.

Ms. Crosson introduced Sheldon Mar, from Stantec Consulting who presented the proposed policy. Mr. Mar detailed the proposed policy's carpool discount guidelines: vehicles eligible for discount to remain the same, OCTA and RCTC adopt the same carpool discount policy, volume based mechanism to determine when carpool discounts apply, continue to offer 50 percent carpool discount, carpool discount reviewed annually, and a mechanism to "undo" the reduced carpool discount. Mr. Mar also detailed the possible impacts to traffic and revenue, which included a reduction of the HOV3+ volumes and overall express lane demand, an opportunity for toll rate reductions, and little impact to RCTC 91 Express Lanes revenue.

Commissioner Vargas questioned how the customers know about the current discounts, and Mr. Blomquist stated it is not a posted, live discount that commuters see on a sign.

Commissioner Benoit expressed the 50 percent discount statement can be misleading as they are currently free, and they are going to now have a 50 percent charge.

Commissioner Lorimore stated the word discount is more palatable but Commissioner Benoit stated being truthful is more important. Commissioner Lorimore stated people are doing what is being asked of them – carpooling and getting more cars off the road. He stated this may disincentivize carpoolers and questioned what the ultimate goal is: to keep cars off the road or just off the toll roads.

Commissioner Berkson stated the separation from OCTA is confusing to the customers and both segments should be consistent. He stated the fundamental of toll lanes is moving traffic at an expense and that expense was the removal of the HOV lane, however now the proposed policy removes the HOV lane and is also charging.

Ms. Mayer thanked the Commissioners for their participation on this committee as the work is very important from a policy standpoint. She discussed cheating, and the data does not match what we know to be true about carpool use. She stated those who are not truly carpooling but are using the HOV3+ lane for free are driving up the toll rates for the people who are doing the right thing.

Commissioner Berkson discussed the possibility of CHP deterrents, as people are less likely to cheat when they see a CHP. Ms. Crosson stated conversations are on-going with the CHP and noted there is a safety issue involved in where the cars are stationed. She noted staff is working on getting a count on those who are utilizing the 3+ lanes.

Commissioner White questioned whether this was enough of a deterrent not to cheat, as the cheaters would still be getting a discount and not paying the full fare.

Commissioner Vargas asked if the agency has the authority to revoke, and Commissioner Berkson stated we currently do not have the technology to prove they were cheating.

Commissioner Smith questioned how the effectiveness will be measured. Ms. Mayer stated if the statistics change for the HOV3+ lanes then that will show there were a significant amount of cheaters.

Commissioner Benoit stated residents are also concerned about HOV lanes being removed and the addition of this proposed policy will not be well-received. He suggested trying different deterrents such as additional cameras and signage.

Commissioner Berkson concurred with Commissioner Benoit and suggested holding off on this item at least until the counts come in.

Ms. Mayer stated what she heard from Commissioners is this item should be put on hold while staff works more with the CHP partnership and explores legal and technical deterrents prior to bringing this item back.

Commissioner White asked if revocation can be used as a deterrent, Ms. Mayer said staff would investigate that.

No motion was made on this item.

11. COMMISSIOERS / STAFF REPORT

None

12. ADJOURNMENT

There being no further business for consideration by the Toll Policy and Operations Committee, the meeting was adjourned at 12:13 p.m.

Respectfully submitted,

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

Lisa Mobley
Clerk of the Board

AGENDA ITEM 7A

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	February 27, 2020
TO:	Toll Policy and Operations Committee
FROM:	Jennifer Crosson, Toll Operations Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	91 Express Lanes Monthly Status Reports

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Receive and file the 91 Express Lanes Monthly Reports for the six months from July to December 2019; and
- 2) Forward to the Commission for final action.

BACKGROUND INFORMATION:

The monthly 91 Express Lanes reports for the six months from July to December 2019 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.

Attachments:

- 1) 91 Express Lanes Status Report for July 2019
- 2) 91 Express Lanes Status Report for August 2019
- 3) 91 Express Lanes Status Report for September 2019
- 4) 91 Express Lanes Status Report for October 2019
- 5) 91 Express Lanes Status Report for November 2019
- 6) 91 Express Lanes Status Report for December 2019



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



Status Report
July 2019

As of July 31, 2019

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the OCTA 91 Express Lanes for July 2019 was 1,545,862. This represents a daily average of 49,867. This is a 4.3% increase in total traffic volume from the same period last year, which totaled 1,482,792. Potential toll revenue for the month was \$4,438,931, which represents an increase of 3.4% from the prior year's total of \$4,293,822. Carpool percentage for the month was 28.68% as compared to the previous year's rate of 27.86%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the month of July 2019.

Current Month-to-Date (MTD) as of July 31, 2019

Trips	Jul-19 MTD Actual	Jul-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,102,555	1,069,688	3.1%
3+ Lanes	443,307	413,104	7.3%
Total Gross Trips	1,545,862	1,482,792	4.3%
Revenue			
Full Toll Lanes	\$4,362,568	\$4,214,894	3.5%
3+ Lanes	\$76,363	\$78,927	(3.2%)
Total Gross Revenue	\$4,438,931	\$4,293,822	3.4%
Average Revenue per Trip			
Average Full Toll Lanes	\$3.96	\$3.94	0.5%
Average 3+ Lanes	\$0.17	\$0.19	(10.5%)
Average Gross Revenue	\$2.87	\$2.90	(1.0%)

The 2020 fiscal year-to-date traffic volume increased by 4.3% and potential toll revenue increased by 3.4%, when compared with the same period last year. Year-to-date average revenue per-trip is \$2.87.

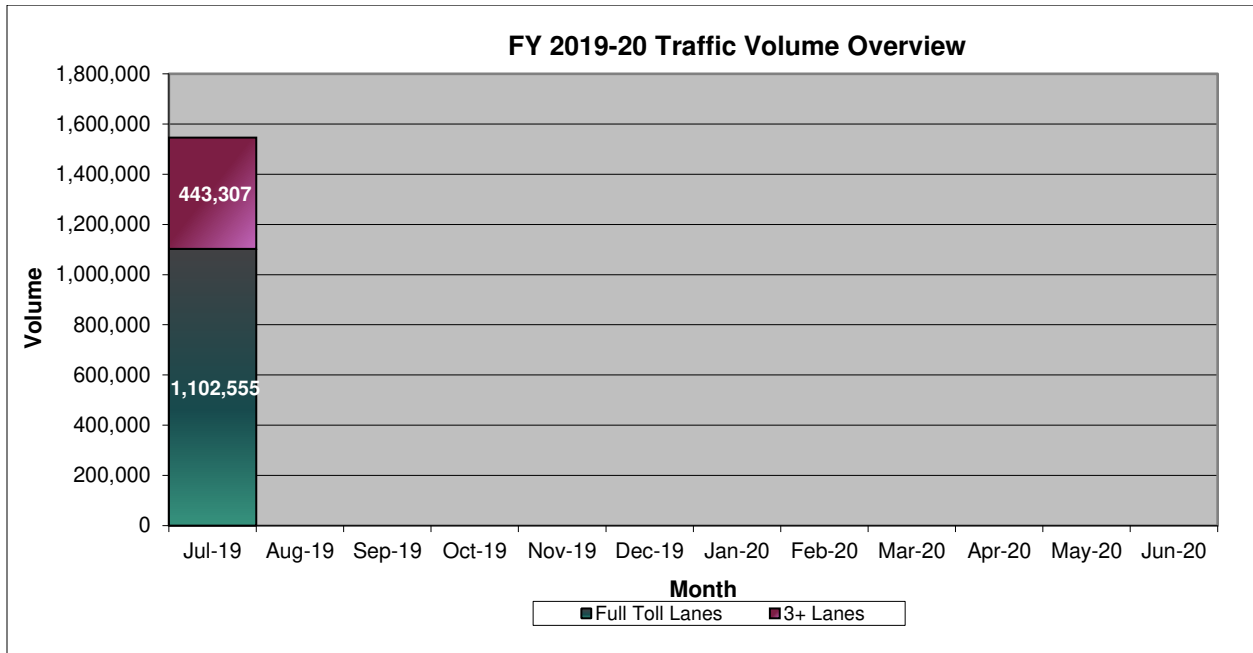
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the month of July 2019.

FY 2019-20 Year to Date as of July 31, 2019

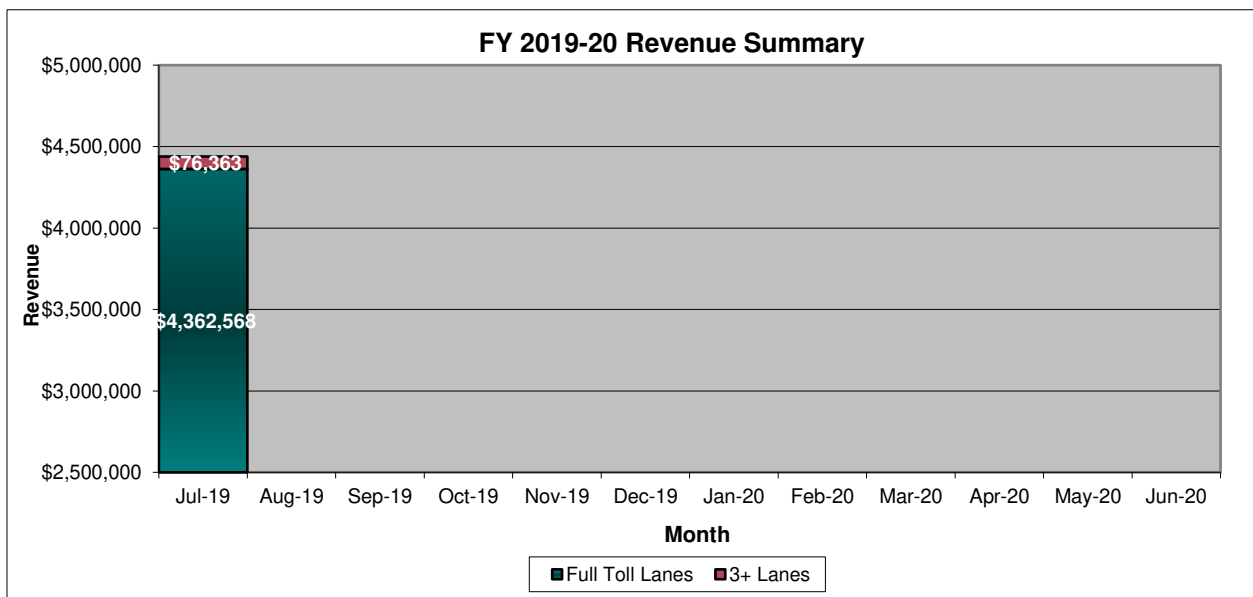
	FY 2019-20 YTD Actual	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Trips			
Full Toll Lanes	1,102,555	1,069,688	3.1%
3+ Lanes	443,307	413,104	7.3%
Total Gross Trips	1,545,862	1,482,792	4.3%
Revenue			
Full Toll Lanes	\$4,362,568	\$4,214,894	3.5%
3+ Lanes	\$76,363	\$78,927	(3.2%)
Total Gross Revenue	\$4,438,931	\$4,293,822	3.4%
Average Revenue per Trip			
Average Full Toll Lanes	\$3.96	\$3.94	0.5%
Average 3+ Lanes	\$0.17	\$0.19	(10.5%)
Average Gross Revenue	\$2.87	\$2.90	(1.0%)

OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



Peak traffic hour in the eastbound direction reached or exceeded 90% or more of defined capacity 14 times during the month of July 2019. As demonstrated on the next chart, westbound peak hour traffic volumes top out at 82% of defined capacity.

OCTA EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 07/01/19				Tuesday 07/02/19				Wednesday 07/03/19				Thursday 07/04/19				Friday 07/05/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	526	2,600	76%	\$5.15	576	3,007	88%	\$7.10	613	3,081	91%	\$4.25	367	945	28%	\$4.95	648	2,326	68%
1500 - 1600	\$5.50	694	2,965	87%	\$5.75	722	2,774	82%	\$9.15	754	2,867	84%	\$4.25	344	840	25%	\$4.95	540	2,012	59%
1600 - 1700	\$5.35	447	2,306	68%	\$5.50	524	2,907	86%	\$8.95	481	2,667	78%	\$4.25	259	631	19%	\$4.95	450	1,824	54%
1700 - 1800	\$5.30	607	3,102	91%	\$5.40	583	2,875	85%	\$7.05	602	2,772	82%	\$4.25	249	589	17%	\$4.95	546	1,697	50%
1800 - 1900	\$5.50	753	2,911	86%	\$3.95	702	2,933	86%	\$6.55	731	2,770	81%	\$4.25	265	620	18%	\$4.95	469	1,338	39%
1900 - 2000	\$3.85	579	1,995	59%	\$3.85	631	2,431	72%	\$6.05	609	2,037	60%	\$4.25	327	663	20%	\$4.95	327	810	24%

PM Time	Monday 07/08/19				Tuesday 07/09/19				Wednesday 07/10/19				Thursday 07/11/19				Friday 07/12/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	481	2,501	74%	\$5.15	543	2,799	82%	\$5.15	541	2,922	86%	\$6.70	655	3,204	94%	\$7.10	673	3,208	94%
1500 - 1600	\$5.50	721	3,046	90%	\$5.75	660	2,443	72%	\$7.75	773	2,908	86%	\$6.75	740	2,992	88%	\$9.15	742	2,588	76%
1600 - 1700	\$5.35	493	2,762	81%	\$5.50	501	2,840	84%	\$7.50	490	2,741	81%	\$8.30	580	2,828	83%	\$8.95	521	2,675	79%
1700 - 1800	\$5.30	594	3,123	92%	\$5.40	557	2,821	83%	\$6.40	559	2,841	84%	\$8.70	583	2,709	80%	\$7.05	586	2,800	82%
1800 - 1900	\$5.50	537	2,382	70%	\$3.95	690	2,964	87%	\$3.95	666	2,937	86%	\$4.85	641	2,940	86%	\$6.55	666	2,562	75%
1900 - 2000	\$3.85	553	2,161	64%	\$3.85	623	2,373	70%	\$3.85	645	2,492	73%	\$5.60	679	2,732	80%	\$6.05	642	2,160	64%

PM Time	Monday 07/15/19				Tuesday 07/16/19				Wednesday 07/17/19				Thursday 07/18/19				Friday 07/19/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	539	2,607	77%	\$5.15	560	2,861	84%	\$5.15	614	2,949	87%	\$6.70	578	3,121	92%	\$7.10	688	3,205	94%
1500 - 1600	\$5.50	693	2,947	87%	\$5.75	695	2,792	82%	\$7.75	705	2,864	84%	\$6.75	744	3,092	91%	\$9.15	686	2,478	73%
1600 - 1700	\$5.35	540	2,953	87%	\$5.50	479	2,650	78%	\$7.50	509	2,768	81%	\$8.30	609	2,943	87%	\$8.95	519	2,756	81%
1700 - 1800	\$5.30	580	2,966	87%	\$5.40	571	2,935	86%	\$6.40	510	2,791	82%	\$8.70	574	2,662	78%	\$7.05	604	2,848	84%
1800 - 1900	\$5.50	680	2,688	79%	\$3.95	710	3,010	89%	\$3.95	686	3,136	92%	\$4.85	672	2,981	88%	\$6.55	401	1,548	46%
1900 - 2000	\$3.85	484	1,759	52%	\$3.85	646	2,413	71%	\$3.85	695	2,386	70%	\$5.60	654	2,255	66%	\$6.05	706	2,260	66%

PM Time	Monday 07/22/19				Tuesday 07/23/19				Wednesday 07/24/19				Thursday 07/25/19				Friday 07/26/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	583	2,664	78%	\$5.15	578	3,001	88%	\$5.15	604	3,032	89%	\$6.70	557	2,974	87%	\$7.10	710	3,119	92%
1500 - 1600	\$5.50	680	2,885	85%	\$5.75	694	2,654	78%	\$7.75	707	2,840	84%	\$6.75	685	2,943	87%	\$9.15	776	2,698	79%
1600 - 1700	\$5.35	508	2,764	81%	\$5.50	519	2,953	87%	\$7.50	474	2,757	81%	\$8.30	566	2,889	85%	\$8.95	548	2,768	81%
1700 - 1800	\$5.30	568	2,913	86%	\$5.40	582	2,946	87%	\$6.40	576	3,014	89%	\$8.70	551	2,608	77%	\$7.05	615	2,878	85%
1800 - 1900	\$5.50	675	2,559	75%	\$3.95	621	2,844	84%	\$3.95	632	2,850	84%	\$4.85	705	2,964	87%	\$6.55	574	2,208	65%
1900 - 2000	\$3.85	530	1,955	58%	\$3.85	592	2,322	68%	\$3.85	759	2,631	77%	\$5.60	623	2,377	70%	\$6.05	623	2,124	62%

PM Time	Monday 07/29/19				Tuesday 07/30/19				Wednesday 07/31/19				Thursday 08/01/19				Friday 08/02/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	562	2,696	79%	\$5.15	581	2,933	86%	\$5.15	597	3,020	89%								
1500 - 1600	\$5.50	659	2,845	84%	\$5.75	701	2,725	80%	\$7.75	722	2,902	85%								
1600 - 1700	\$5.35	509	2,760	81%	\$5.50	478	2,795	82%	\$7.50	566	2,811	83%								
1700 - 1800	\$5.30	587	3,080	91%	\$5.40	597	3,121	92%	\$6.40	566	2,963	87%								
1800 - 1900	\$5.50	638	2,666	78%	\$3.95	658	2,838	83%	\$3.95	643	3,052	90%								
1900 - 2000	\$3.85	508	1,837	54%	\$3.85	617	2,261	67%	\$3.85	717	2,607	77%								

OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 07/01/19				Tuesday 07/02/19				Wednesday 07/03/19				Thursday 07/04/19				Friday 07/05/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	880	2,539	75%	\$3.05	901	2,526	74%	\$3.05	863	2,433	72%	\$1.70	89	196	6%	\$1.70	258	663	20%
0500 - 0600	\$4.95	947	2,773	82%	\$4.95	1009	2,701	79%	\$4.70	900	2,327	68%	\$1.70	133	299	9%	\$1.70	338	969	29%
0600 - 0700	\$5.15	614	1,837	54%	\$5.15	587	1,980	58%	\$4.95	631	2,121	62%	\$1.70	111	289	9%	\$2.50	310	964	28%
0700 - 0800	\$5.65	415	1,655	49%	\$5.65	487	2,035	60%	\$5.50	465	1,910	56%	\$1.70	164	410	12%	\$3.05	270	1,030	30%
0800 - 0900	\$5.15	469	2,193	65%	\$5.15	405	2,068	61%	\$4.95	402	1,901	56%	\$2.50	254	589	17%	\$3.05	279	1,064	31%
0900 - 1000	\$4.10	472	2,181	64%	\$4.10	497	2,188	64%	\$4.10	420	1,933	57%	\$4.25	345	773	23%	\$3.85	423	1,295	38%

AM Time	Monday 07/08/19				Tuesday 07/09/19				Wednesday 07/10/19				Thursday 07/11/19				Friday 07/12/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	712	1,996	59%	\$3.05	873	2,611	77%	\$3.05	943	2,640	78%	\$3.05	891	2,497	73%	\$3.05	774	2,060	61%
0500 - 0600	\$4.95	920	2,557	75%	\$4.95	1010	2,698	79%	\$4.95	903	2,515	74%	\$4.95	847	2,383	70%	\$4.70	768	2,267	67%
0600 - 0700	\$5.15	641	2,160	64%	\$5.15	565	1,970	58%	\$5.15	638	2,202	65%	\$5.15	627	2,071	61%	\$4.95	572	2,005	59%
0700 - 0800	\$5.65	439	1,793	53%	\$5.65	531	2,085	61%	\$5.65	501	1,990	59%	\$5.65	541	2,130	63%	\$5.50	481	1,840	54%
0800 - 0900	\$5.15	373	1,927	57%	\$5.15	413	2,028	60%	\$5.15	377	1,977	58%	\$5.15	452	2,156	63%	\$4.95	445	1,950	57%
0900 - 1000	\$4.10	418	1,899	56%	\$4.10	442	2,104	62%	\$4.10	479	2,285	67%	\$4.10	459	2,348	69%	\$4.10	470	1,986	58%

AM Time	Monday 07/15/19				Tuesday 07/16/19				Wednesday 07/17/19				Thursday 07/18/19				Friday 07/19/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	840	2,554	75%	\$3.05	863	2,362	69%	\$3.05	911	2,571	76%	\$3.05	869	2,492	73%	\$3.05	747	2,074	61%
0500 - 0600	\$4.95	894	2,596	76%	\$4.95	951	2,606	77%	\$4.95	901	2,513	74%	\$4.95	926	2,503	74%	\$4.70	810	2,360	69%
0600 - 0700	\$5.15	532	2,012	59%	\$5.15	566	1,961	58%	\$5.15	655	2,151	63%	\$5.15	599	2,089	61%	\$4.95	565	1,997	59%
0700 - 0800	\$5.65	402	1,874	55%	\$5.65	538	2,159	64%	\$5.65	479	1,970	58%	\$5.65	492	2,007	59%	\$5.50	465	1,887	56%
0800 - 0900	\$5.15	358	1,842	54%	\$5.15	416	2,095	62%	\$5.15	408	2,025	60%	\$5.15	410	1,962	58%	\$4.95	403	1,796	53%
0900 - 1000	\$4.10	408	2,063	61%	\$4.10	438	2,142	63%	\$4.10	465	2,196	65%	\$4.10	500	2,153	63%	\$4.10	424	1,822	54%

AM Time	Monday 07/22/19				Tuesday 07/23/19				Wednesday 07/24/19				Thursday 07/25/19				Friday 07/26/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	899	2,565	75%	\$3.05	885	2,508	74%	\$3.05	853	2,529	74%	\$3.05	862	2,377	70%	\$3.05	761	1,992	59%
0500 - 0600	\$4.95	907	2,565	75%	\$4.95	953	2,794	82%	\$4.95	900	2,464	72%	\$4.95	864	2,433	72%	\$4.70	789	2,308	68%
0600 - 0700	\$5.15	569	2,002	59%	\$5.15	542	1,962	58%	\$5.15	603	2,079	61%	\$5.15	639	2,215	65%	\$4.95	584	2,010	59%
0700 - 0800	\$5.65	468	1,950	57%	\$5.65	504	2,096	62%	\$5.65	506	2,053	60%	\$5.65	461	2,054	60%	\$5.50	457	1,867	55%
0800 - 0900	\$5.15	389	1,952	57%	\$5.15	395	2,094	62%	\$5.15	430	2,149	63%	\$5.15	407	2,022	59%	\$4.95	413	1,961	58%
0900 - 1000	\$4.10	440	1,954	57%	\$4.10	476	2,223	65%	\$4.10	460	2,147	63%	\$4.10	444	2,031	60%	\$4.10	498	2,108	62%

AM Time	Monday 07/29/19				Tuesday 07/30/19				Wednesday 07/31/19				Thursday 08/01/19				Friday 08/02/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	857	2,528	74%	\$3.05	857	2,473	73%	\$3.05	860	2,556	75%								
0500 - 0600	\$4.95	888	2,553	75%	\$4.95	994	2,727	80%	\$4.95	925	2,505	74%								
0600 - 0700	\$5.15	538	1,930	57%	\$5.15	554	1,996	59%	\$5.15	639	2,170	64%								
0700 - 0800	\$5.65	460	1,919	56%	\$5.65	472	2,056	60%	\$5.65	478	2,075	61%								
0800 - 0900	\$5.15	382	1,930	57%	\$5.15	418	2,099	62%	\$5.15	453	2,144	63%								
0900 - 1000	\$4.10	442	2,011	59%	\$4.10	507	2,261	67%	\$4.10	499	2,351	69%								

OCTA OPERATIONAL HIGHLIGHTS

On-road Operations

OCTA Customer Assistance Specialists (CAS) responded to 106 calls during the month of July. Of those calls, 91 were to assist disabled vehicles and 8 calls to remove debris. The CAS provided assistance to 7 accidents in the Express Lanes with 3 of those accidents originating from the SR91 general-purpose lanes.

Electronic Toll and Traffic Management System Project Update

An agreement with Kapsch TrafficCom USA, Inc., (Kapsch) was executed in June 2018 to provide toll lane system integrator services for the design, installation, operations, and maintenance of the electronic toll and traffic management system for the 91 Express Lanes. This new lane system will be able to read the new 6C protocol as well as the current Title 21 protocol. Following RCTC's completion of their lane system installation on the 91 Express Lanes, OCTA will commence installation on the Orange County segment. OCTA's lane system equipment at the gantries will be replaced by October 2019.

6C Transition Update

In addition to the lane system replacement, the back-office system will need to be modified in order to process the new transponders and changes to the customer account plans. Modification to the back-office system will commence when the lane system installations for both OCTA and RCTC have been completed. Distribution of the new 6C transponders to customers will begin after the back-office system changes have been made. OCTA and RCTC have prepared a series of customer communication to be provided to customers to facilitate the transition to the new protocol and changes to the account plans.

Amendment to the Three-Party Operating Agreement

As referenced above, due to the back-office system changes, an amendment to the OCTA, RCTC, Cofiroute USA (CUSA) Operating Agreement is required. Staff from both OCTA and RCTC have been in negotiations with CUSA for the amendment. It is anticipated there will be no change to the maximum obligation of the contract. The amendment is expected to be finalized in the next few months.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 7/31/2019		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll revenue	\$ 4,058,724.52	\$ 4,343,601.00	\$ (284,876.48)	(6.6)
Fee revenue	671,657.25	271,529.00	400,128.25	147.4
Total operating revenues	4,730,381.77	4,615,130.00	115,251.77	2.5
Operating expenses:				
Contracted services	-	616,420.00	616,420.00	100.0
Administrative fee	206,754.00	236,657.00	29,903.00	12.6
Other professional services	(197,331.05)	431,642.00	628,973.05	145.7
Credit card processing fees	76,462.53	111,375.00	34,912.47	31.3
Toll road account servicing	60,281.73	222,500.00	162,218.27	72.9
Other insurance expense	31,091.25	20,825.00	(10,266.25)	(49.3)
Toll road maintenance supply repairs	4,926.21	72,917.00	67,990.79	93.2
Patrol services	1,421,204.21	81,635.00	(1,339,569.21)	(1,640.9)
Building equipment repairs and maint	(35,899.15)	22,262.00	58,161.15	261.3
Other services	(18,298.00)	833.00	19,131.00	2,296.6
Utilities	(21,901.15)	6,123.00	28,024.15	457.7
Office expense	(4,152.88)	5,831.00	9,983.88	171.2
Bad debt expense	11,440.77	-	(11,440.77)	N/A
Miscellaneous ⁽²⁾	(4,767.71)	6,840.00	11,607.71	169.7
Leases	28,070.00	38,318.00	10,248.00	26.7
Total operating expenses	1,557,880.76	1,874,178.00	316,297.24	16.9
Depreciation and amortization ⁽³⁾	284,195.65	-	(284,195.65)	N/A
Operating income (loss)	2,888,305.36	2,740,952.00	147,353.36	5.4
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	-	-	-	N/A
Interest income	(198,061.35)	316,341.00	(514,402.35)	(162.6)
Interest expense	(405,558.31)	(392,672.00)	(12,886.31)	(3.3)
Other	12,026.78	-	12,026.78	N/A
Total nonoperating revenues (expenses)	(591,592.88)	(76,331.00)	(515,261.88)	(675.0)
Transfers in	-	-	-	N/A
Transfers out	(599,193.79)	-	(599,193.79)	N/A
Net income (loss)	\$ 1,697,518.69	\$ 2,664,621.00	\$ (967,102.31)	(36.3)

¹Actual 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.

²Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

³Depreciation and amortization are not budgeted items.

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the RCTC 91 Express Lanes for July 2019 was 1,315,090. This represents a daily average of 42,422. This is a 2.5% increase in total traffic volume from the same period last year, which totaled 1,283,491. Potential toll revenue for the month was \$5,257,301, which represents an increase of 17.1% from the prior year's total of \$4,489,258. Carpool percentage for the month was 26.96% as compared to the previous year's rate of 25.34%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the month of July 2019.

Current Month-to-Date (MTD) as of July 31, 2019

Trips	JUL-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	JUL-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	960,601	995,771	(35,170)	(3.5%)	958,212	0.2%
3+ Lanes	354,489	333,957	20,532	6.1%	325,279	9.0%
Total Gross Trips	1,315,090	1,329,729	(14,639)	(1.1%)	1,283,491	2.5%
Revenue						
Full Toll Lanes	\$5,213,968	\$3,879,014	\$1,334,954	34.4%	\$4,450,594	17.2%
3+ Lanes	\$43,333	\$0	\$43,333		\$38,664	12.1%
Total Gross Revenue	\$5,257,301	\$3,879,014	\$1,378,287	35.5%	\$4,489,258	17.1%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.43	\$3.90	\$1.53	39.2%	\$4.64	17.0%
Average 3+ Lanes	\$0.12	\$0.00	\$0.12		\$0.12	0.0%
Average Gross Revenue	\$4.00	\$2.92	\$1.08	37.0%	\$3.50	14.3%

The 2020 fiscal year-to-date (YTD) traffic volume is 2.5% higher when compared with the same period last year. The 2020 fiscal year-to-date revenue is 17.1% higher than for the same period last year. The traffic and revenue increases are attributed to higher demand and increase toll rates to manage the demand. Year-to-date average revenue per-trip is \$4.00.

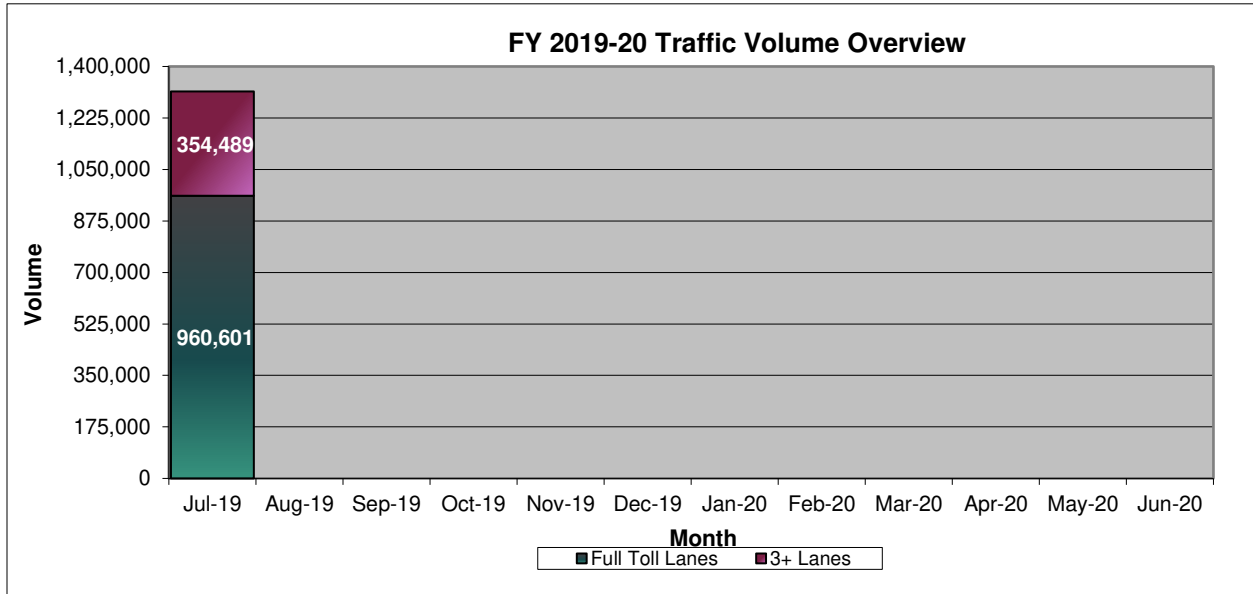
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the month of July 2019.

FY 2019-20 Year to Date as of July 31, 2019

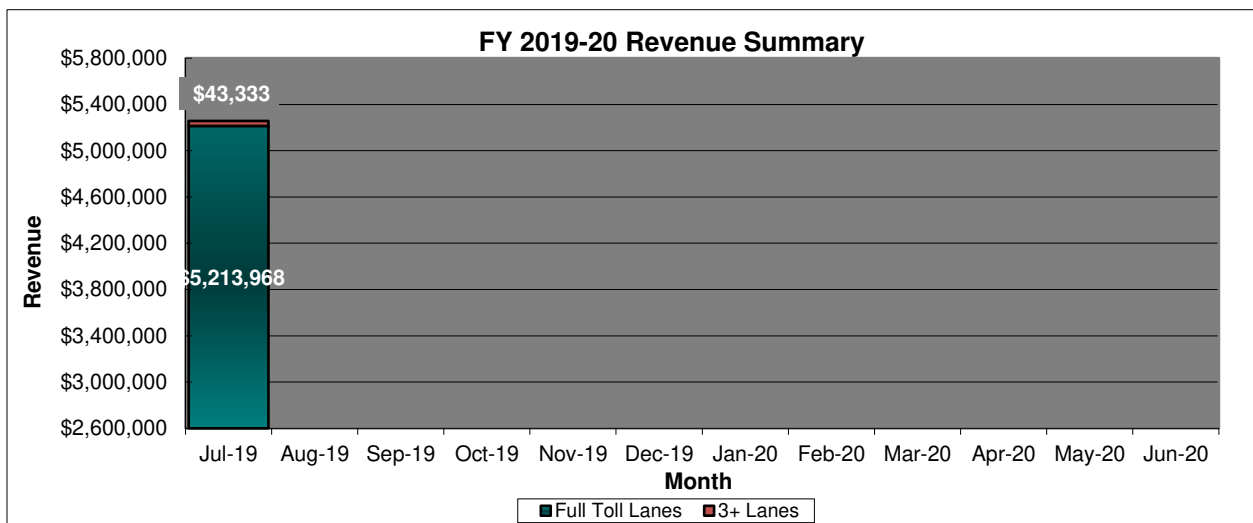
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	960,601	995,771	(35,170)	(3.5%)	958,212	0.2%
3+ Lanes	354,489	333,957	20,532	6.1%	325,279	9.0%
Total Gross Trips	1,315,090	1,329,729	(14,639)	(1.1%)	1,283,491	2.5%
Revenue						
Full Toll Lanes	\$5,213,968	\$3,879,014	\$1,334,954	34.4%	\$4,450,594	17.2%
3+ Lanes	\$43,333	\$0	\$43,333		\$38,664	12.1%
Total Gross Revenue	\$5,257,301	\$3,879,014	\$1,378,287	35.5%	\$4,489,258	17.1%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.43	\$3.90	\$1.53	39.2%	\$4.64	17.0%
Average 3+ Lanes	\$0.12	\$0.00	\$0.12		\$0.12	0.0%
Average Gross Revenue	\$4.00	\$2.92	\$1.08	37.0%	\$3.50	14.3%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

RCTC regularly evaluates traffic volumes for peak period hours where Express Lanes performance is degraded and either increases or decreases tolls. Toll rates were adjusted once in July to improve the level of service in the peak hours where demand exceeded capacity. Hours highlighted in green were increased and hours highlighted in red were decreased. Hours that are highlighted in yellow were flagged for continued evaluation.

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 07/01/19					Tuesday 07/02/19					Wednesday 07/03/19					Thursday 07/04/19					Friday 07/05/19				
	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	\$5.30	310	1,028	1,338	F	\$6.95	315	999	1,314	F	\$19.65	391	965	1,356	F	\$2.25	172	275	447	B	\$2.25	361	799	1,160	D
1500 - 1600	\$8.00	371	892	1,263	E	\$6.95	384	953	1,337	F	\$19.35	411	921	1,332	F	\$1.55	165	260	425	B	\$2.25	259	742	1,001	D
1600 - 1700	\$5.30	238	792	1,030	D	\$5.30	271	916	1,187	D	\$11.10	260	854	1,114	D	\$1.55	118	166	284	A	\$2.25	234	670	904	C
1700 - 1800	\$5.30	271	903	1,174	D	\$5.30	260	833	1,093	D	\$6.95	320	920	1,240	E	\$1.55	116	171	287	A	\$2.25	270	509	779	B
1800 - 1900	\$5.30	360	743	1,103	D	\$5.30	363	823	1,186	D	\$6.95	386	809	1,195	D	\$1.55	112	156	268	A	\$2.25	208	375	583	B
1900 - 2000	\$2.25	269	604	873	C	\$4.20	302	745	1,047	D	\$5.30	322	715	1,037	D	\$1.55	134	162	296	A	\$1.55	157	226	383	A

PM Time	Monday 07/08/19					Tuesday 07/09/19					Wednesday 07/10/19					Thursday 07/11/19					Friday 07/12/19				
	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	\$5.30	270	833	1,103	D	\$6.95	299	900	1,199	D	\$7.95	296	990	1,286	E	\$10.50	338	1,019	1,357	F	\$19.65	371	1,045	1,416	F
1500 - 1600	\$8.00	387	844	1,231	E	\$6.95	404	784	1,188	D	\$8.85	567	1,253	1,820	F	\$12.00	413	847	1,260	E	\$19.35	378	732	1,110	D
1600 - 1700	\$5.30	247	869	1,116	D	\$5.30	258	934	1,192	D	\$5.30	271	831	1,102	D	\$8.15	299	898	1,197	D	\$11.10	261	840	1,101	D
1700 - 1800	\$5.30	256	647	903	C	\$5.30	278	826	1,104	D	\$5.30	269	872	1,141	D	\$5.30	278	848	1,126	D	\$6.95	314	865	1,179	D
1800 - 1900	\$5.30	209	425	634	B	\$5.30	322	796	1,118	D	\$5.30	312	795	1,107	D	\$5.30	305	821	1,126	D	\$6.95	333	755	1,088	D
1900 - 2000	\$2.25	271	745	1,016	D	\$4.20	309	741	1,050	D	\$4.20	300	746	1,046	D	\$5.30	318	840	1,158	D	\$5.30	354	676	1,030	D

PM Time	Monday 07/15/19					Tuesday 07/16/19					Wednesday 07/17/19					Thursday 07/18/19					Friday 07/19/19				
	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	\$5.30	302	983	1,285	E	\$6.95	291	953	1,244	E	\$7.95	322	994	1,316	F	\$10.50	313	1,118	1,431	F	\$19.65	408	1,088	1,496	F
1500 - 1600	\$8.00	357	890	1,247	E	\$6.95	392	877	1,269	E	\$8.85	413	838	1,251	E	\$12.00	426	880	1,306	F	\$19.35	376	806	1,182	D
1600 - 1700	\$5.30	272	867	1,139	D	\$5.30	237	834	1,071	D	\$5.30	248	880	1,128	D	\$8.15	293	905	1,198	D	\$11.10	258	1,025	1,283	E
1700 - 1800	\$5.30	275	896	1,171	D	\$5.30	276	863	1,139	D	\$5.30	263	822	1,085	D	\$5.30	291	817	1,108	D	\$6.95	324	1,002	1,326	F
1800 - 1900	\$5.30	299	722	1,021	D	\$5.30	340	770	1,110	D	\$5.30	324	830	1,154	D	\$5.30	302	915	1,217	E	\$6.95	227	605	832	C
1900 - 2000	\$2.25	241	543	784	B	\$4.20	309	682	991	C	\$4.20	321	714	1,035	D	\$5.30	299	745	1,044	D	\$5.30	354	866	1,220	E

PM Time	Monday 07/22/19					Tuesday 07/23/19					Wednesday 07/24/19					Thursday 07/25/19					Friday 07/26/19				
	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	\$5.30	283	918	1,201	E	\$6.95	308	996	1,304	F	\$7.95	330	1,000	1,330	F	\$10.50	314	1,093	1,407	F	\$19.65	503	1,404	1,907	F
1500 - 1600	\$8.00	357	854	1,211	E	\$6.95	370	930	1,300	E	\$8.85	387	906	1,293	E	\$12.00	409	953	1,362	F	\$19.35	327	626	953	C
1600 - 1700	\$5.30	239	913	1,152	D	\$5.30	227	899	1,126	D	\$5.30	246	952	1,198	D	\$8.15	282	923	1,205	E	\$11.10	377	1,163	1,540	F
1700 - 1800	\$5.30	268	847	1,115	D	\$5.30	301	837	1,138	D	\$5.30	279	926	1,205	E	\$5.30	268	826	1,094	D	\$6.95	276	913	1,189	D
1800 - 1900	\$5.30	301	721	1,022	D	\$5.30	313	827	1,140	D	\$5.30	318	833	1,151	D	\$5.30	367	882	1,249	E	\$6.95	303	736	1,039	D
1900 - 2000	\$2.25	237	575	812	C	\$4.20	244	679	923	C	\$4.20	349	787	1,136	D	\$5.30	302	785	1,087	D	\$5.30	328	741	1,069	D

PM Time	Monday 07/29/19					Tuesday 07/30/19					Wednesday 07/31/19					Thursday 08/01/19					Friday 08/02/19				
	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	\$5.30	297	943	1,240	E	\$6.95	303	952	1,255	E	\$7.95	331	1,004	1,335	F										
1500 - 1600	\$8.00	388	923	1,311	F	\$6.95	383	841	1,224	E	\$8.85	376	942	1,318	F										
1600 - 1700	\$5.30	223	884	1,107	D	\$5.30	240	938	1,178	D	\$5.30	294	854	1,148	D										
1700 - 1800	\$5.30	316	885	1,201	E	\$5.30	301	838	1,139	D	\$5.30	267	884	1,151	D										
1800 - 1900	\$5.30	297	725	1,022	D	\$5.30	328	765	1,093	D	\$5.30	322	839	1,161	D										
1900 - 2000	\$2.25	280	575	855	C	\$4.20	305	689	994	C	\$4.20	334	787	1,121	D										

Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 07/01/19					Tuesday 07/02/19					Wednesday 07/03/19					Thursday 07/04/19					Friday 07/05/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	122	909	1,031	D	\$2.95	150	1,274	1,424	F	\$5.30	148	688	836	C	\$1.95	106	155	261	A	\$2.95	164	480	644	B
1500 - 1600	\$2.95	166	903	1,069	D	\$2.95	186	1,103	1,289	E	\$2.95	195	602	797	B	\$1.95	83	132	215	A	\$1.95	125	428	553	B
1600 - 1700	\$2.95	111	816	927	C	\$2.95	129	1,003	1,132	D	\$2.95	120	590	710	B	\$1.95	58	115	173	A	\$1.95	114	404	518	B
1700 - 1800	\$2.95	152	1,028	1,180	D	\$2.95	153	943	1,096	D	\$2.95	141	511	652	B	\$1.95	50	87	137	A	\$1.95	143	282	425	B
1800 - 1900	\$2.95	171	929	1,100	D	\$2.95	146	506	652	B	\$2.95	178	521	699	B	\$1.95	72	112	184	A	\$1.95	120	212	332	A
1900 - 2000	\$2.95	174	708	882	C	\$2.95	151	482	633	B	\$2.95	160	435	595	B	\$1.95	93	95	188	A	\$1.95	80	148	228	A

PM Time	Monday 07/08/19					Tuesday 07/09/19					Wednesday 07/10/19					Thursday 07/11/19					Friday 07/12/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	141	614	755	B	\$2.95	135	697	832	C	\$2.95	146	706	852	C	\$5.30	176	726	902	C	\$5.30	177	718	895	C
1500 - 1600	\$2.95	174	645	819	C	\$2.95	179	544	723	B	\$5.30	65	125	190	A	\$5.30	172	600	772	B	\$2.95	194	561	755	B
1600 - 1700	\$2.95	125	582	707	B	\$2.95	130	645	775	B	\$2.95	115	447	562	B	\$2.95	140	625	765	B	\$2.95	117	515	632	B
1700 - 1800	\$2.95	139	489	628	B	\$2.95	140	536	676	B	\$2.95	132	549	681	B	\$2.95	155	512	667	B	\$2.95	116	452	568	B
1800 - 1900	\$2.95	103	284	387	A	\$2.95	142	509	651	B	\$2.95	157	535	692	B	\$2.95	141	524	665	B	\$2.95	156	434	590	B
1900 - 2000	\$2.95	162	533	695	B	\$2.95	148	492	640	B	\$2.95	157	510	667	B	\$2.95	190	533	723	B	\$2.95	156	429	585	B

PM Time	Monday 07/15/19					Tuesday 07/16/19					Wednesday 07/17/19					Thursday 07/18/19					Friday 07/19/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	136	643	779	B	\$2.95	165	680	845	C	\$2.95	163	754	917	C	\$5.30	160	727	887	C	\$5.30	175	664	839	C
1500 - 1600	\$2.95	185	630	815	C	\$2.95	189	627	816	C	\$5.30	192	599	791	B	\$5.30	193	695	888	C	\$2.95	155	508	663	B
1600 - 1700	\$2.95	140	638	778	B	\$2.95	119	578	697	B	\$2.95	112	648	760	B	\$2.95	171	617	788	B	\$2.95	118	592	710	B
1700 - 1800	\$2.95	133	571	704	B	\$2.95	140	614	754	B	\$2.95	140	529	669	B	\$2.95	132	534	666	B	\$2.95	136	545	681	B
1800 - 1900	\$2.95	153	508	661	B	\$2.95	191	567	758	B	\$2.95	176	617	793	B	\$2.95	159	571	730	B	\$2.95	117	330	447	B
1900 - 2000	\$2.95	134	340	474	B	\$2.95	185	526	711	B	\$2.95	210	562	772	B	\$2.95	165	503	668	B	\$2.95	190	522	712	B

PM Time	Monday 07/22/19					Tuesday 07/23/19					Wednesday 07/24/19					Thursday 07/25/19					Friday 07/26/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	152	626	778	B	\$2.95	157	741	898	C	\$2.95	158	791	949	C	\$5.30	169	684	853	C	\$5.30	66	204	270	A
1500 - 1600	\$2.95	177	633	810	C	\$2.95	206	535	741	B	\$5.30	184	611	795	B	\$5.30	189	618	807	C	\$2.95	109	316	425	B
1600 - 1700	\$2.95	136	580	716	B	\$2.95	124	629	753	B	\$2.95	128	621	749	B	\$2.95	139	597	736	B	\$2.95	154	488	642	B
1700 - 1800	\$2.95	117	573	690	B	\$2.95	133	560	693	B	\$2.95	168	645	813	C	\$2.95	143	557	700	B	\$2.95	128	519	647	B
1800 - 1900	\$2.95	138	470	608	B	\$2.95	141	529	670	B	\$2.95	137	564	701	B	\$2.95	166	543	709	B	\$2.95	129	433	562	B
1900 - 2000	\$2.95	133	390	523	B	\$2.95	151	511	662	B	\$2.95	208	580	788	B	\$2.95	196	512	708	B	\$2.95	170	459	629	B

PM Time	Monday 07/29/19					Tuesday 07/30/19					Wednesday 07/31/19					Thursday 08/01/19					Friday 08/02/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	160	581	741	B	\$2.95	152	721	873	C	\$2.95	153	754	907	C										
1500 - 1600	\$2.95	188	622	810	C	\$2.95	180	548	728	B	\$5.30	186	606	792	B										
1600 - 1700	\$2.95	127	596	723	B	\$2.95	114	634	748	B	\$2.95	127	602	729	B										
1700 - 1800	\$2.95	140	548	688	B	\$2.95	133	577	710	B	\$2.95	142	582	724	B										
1800 - 1900	\$2.95	137	524	661	B	\$2.95	151	535	686	B	\$2.95	154	612	766	B										
1900 - 2000	\$2.95	111	374	485	B	\$2.95	148	449	597	B	\$2.95	183	540	723	B										

RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line

AM Time	Monday 07/01/19					Tuesday 07/02/19					Wednesday 07/03/19					Thursday 07/04/19					Friday 07/05/19				
	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	\$9.45	501	1,023	1,524	F	\$9.45	489	1,056	1,545	F	\$5.30	468	1,107	1,575	F	\$1.55	45	43	88	A	\$1.55	124	208	332	A
0500 - 0600	\$21.90	612	1,321	1,933	F	\$21.45	677	997	1,674	F	\$10.85	545	682	1,227	E	\$1.55	68	90	158	A	\$1.55	190	390	580	B
0600 - 0700	\$20.20	412	611	1,023	D	\$18.10	350	917	1,267	E	\$10.10	483	1,153	1,636	F	\$1.55	56	105	161	A	\$1.55	205	525	730	B
0700 - 0800	\$15.00	347	1,144	1,491	F	\$15.00	389	1,297	1,686	F	\$7.95	387	1,225	1,612	F	\$1.55	97	175	272	A	\$1.55	190	634	824	C
0800 - 0900	\$10.10	483	2,004	2,487	F	\$10.10	298	1,339	1,637	F	\$6.95	272	1,143	1,415	F	\$1.55	136	232	368	A	\$1.55	161	543	704	B
0900 - 1000	\$6.95	267	1,116	1,383	F	\$7.95	302	1,026	1,328	E	\$4.20	247	853	1,100	D	\$2.25	180	228	408	B	\$2.25	229	408	637	B

AM Time	Monday 07/08/19					Tuesday 07/09/19					Wednesday 07/10/19					Thursday 07/11/19					Friday 07/12/19				
	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	\$9.45	327	1,002	1,329	E	\$9.45	470	1,059	1,529	F	\$9.45	520	1,156	1,676	F	\$9.45	477	1,055	1,532	F	\$5.30	425	715	1,140	D
0500 - 0600	\$21.90	728	995	1,723	F	\$21.45	658	867	1,525	F	\$18.40	525	710	1,235	E	\$18.15	571	747	1,318	E	\$10.85	481	953	1,434	F
0600 - 0700	\$20.20	377	1,041	1,418	F	\$18.10	317	845	1,162	D	\$18.05	430	1,137	1,567	F	\$18.05	427	1,033	1,460	F	\$10.10	441	1,184	1,625	F
0700 - 0800	\$15.00	338	1,161	1,499	F	\$15.00	411	1,256	1,667	F	\$15.75	431	1,287	1,718	F	\$13.95	413	1,227	1,640	F	\$7.95	394	1,172	1,566	F
0800 - 0900	\$10.10	216	1,314	1,530	F	\$10.10	298	1,333	1,631	F	\$10.10	294	1,195	1,489	F	\$10.85	338	1,317	1,655	F	\$6.95	300	1,071	1,371	F
0900 - 1000	\$6.95	210	870	1,080	D	\$7.95	267	1,012	1,279	E	\$6.95	292	1,192	1,484	F	\$7.95	273	1,107	1,380	F	\$4.20	254	834	1,088	D

AM Time	Monday 07/15/19					Tuesday 07/16/19					Wednesday 07/17/19					Thursday 07/18/19					Friday 07/19/19				
	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	\$9.45	475	1,077	1,552	F	\$9.45	462	978	1,440	F	\$9.45	517	1,135	1,652	F	\$9.45	532	1,038	1,570	F	\$5.30	455	746	1,201	E
0500 - 0600	\$21.90	558	931	1,489	F	\$21.45	643	958	1,601	F	\$18.40	533	734	1,267	E	\$18.15	615	790	1,405	F	\$10.85	531	1,003	1,534	F
0600 - 0700	\$20.20	294	1,072	1,366	F	\$18.10	358	851	1,209	E	\$18.05	483	1,168	1,651	F	\$18.05	462	1,142	1,604	F	\$10.10	495	1,168	1,663	F
0700 - 0800	\$15.00	298	1,273	1,571	F	\$15.00	411	1,335	1,746	F	\$15.75	397	1,210	1,607	F	\$13.95	411	1,265	1,676	F	\$7.95	376	1,144	1,520	F
0800 - 0900	\$10.10	215	1,287	1,502	F	\$10.10	317	1,385	1,702	F	\$10.10	336	1,343	1,679	F	\$10.85	318	1,252	1,570	F	\$6.95	282	1,009	1,291	E
0900 - 1000	\$6.95	235	1,010	1,245	E	\$7.95	269	1,041	1,310	E	\$6.95	263	1,096	1,359	F	\$7.95	278	964	1,242	E	\$4.20	249	758	1,007	D

AM Time	Monday 07/22/19					Tuesday 07/23/19					Wednesday 07/24/19					Thursday 07/25/19					Friday 07/26/19				
	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	\$9.45	504	1,022	1,526	F	\$9.45	452	1,040	1,492	F	\$9.45	489	1,087	1,576	F	\$9.45	462	825	1,287	E	\$5.30	419	694	1,113	D
0500 - 0600	\$21.90	575	935	1,510	F	\$21.45	636	967	1,603	F	\$18.40	543	771	1,314	E	\$18.15	457	697	1,154	D	\$10.85	479	989	1,468	F
0600 - 0700	\$20.20	396	992	1,388	F	\$18.10	352	815	1,167	D	\$18.05	442	1,033	1,475	F	\$18.05	492	1,120	1,612	F	\$10.10	443	1,112	1,555	F
0700 - 0800	\$15.00	403	1,316	1,719	F	\$15.00	399	1,315	1,714	F	\$15.75	418	1,301	1,719	F	\$13.95	390	1,304	1,694	F	\$7.95	381	1,200	1,581	F
0800 - 0900	\$10.10	277	1,215	1,492	F	\$10.10	290	1,386	1,676	F	\$10.10	309	1,375	1,684	F	\$10.85	321	1,287	1,608	F	\$6.95	289	1,165	1,454	F
0900 - 1000	\$6.95	259	861	1,120	D	\$7.95	328	1,112	1,440	F	\$6.95	280	1,032	1,312	E	\$7.95	298	958	1,256	E	\$4.20	290	910	1,200	D

PM Time	Monday 07/29/19					Tuesday 07/30/19					Wednesday 07/31/19					Thursday 08/01/19					Friday 08/02/19				
	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	\$9.45	475	1,052	1,527	F	\$9.45	478	1,039	1,517	F	\$9.45	488	1,059	1,547	F										
0500 - 0600	\$21.90	580	907	1,487	F	\$21.45	674	931	1,605	F	\$18.40	542	738	1,280	E										
0600 - 0700	\$20.20	351	915	1,266	E	\$18.10	345	882	1,227	E	\$18.05	439	1,011	1,450	F										
0700 - 0800	\$15.00	380	1,261	1,641	F	\$15.00	361	1,250	1,611	F	\$15.75	395	1,250	1,645	F										
0800 - 0900	\$10.10	344	1,213	1,557	F	\$10.10	315	1,340	1,655	F	\$10.10	341	1,329	1,670	F										
0900 - 1000	\$6.95	242	950	1,192	D	\$7.95	311	1,080	1,391	F	\$6.95	349	1,219	1,568	F										

Westbound AM Peak - I-15 North to County Line

AM Time	Monday 07/01/19					Tuesday 07/02/19					Wednesday 07/03/19					Thursday 07/04/19					Friday 07/05/19				
	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	\$6.85	266	722	988	C	\$5.30	304	676	980	C	\$2.95	272	609	881	C	\$1.95	36	59	95	A	\$1.95	78	206	284	A
0500 - 0600	\$18.00	379	1,008	1,387	E	\$17.25	402	1,057	1,459	F	\$6.85	407	945	1,352	E	\$1.95	43	82	125	A	\$1.95	132	367	499	B
0600 - 0700	\$19.35	361	898	1,259	E	\$17.55	357	1,052	1,409	F	\$6.85	320	1,028	1,348	E	\$1.95	41	97	138	A	\$1.95	121	393	514	B
0700 - 0800	\$12.80	100	347	447	B	\$13.45	220	1,027	1,247	E	\$6.85	188	930	1,118	D	\$1.95	61	90	151	A	\$1.95	107	460	567	B
0800 - 0900	\$8.85	87	462	549	B	\$8.85	165	1,014	1,179	D	\$5.30	153	827	980	C	\$1.95	85	146	231	A	\$1.95	109	413	522	B
0900 - 1000	\$5.30	134	691	825	C	\$5.30	172	821	993	C	\$2.95	141	642	783	B	\$1.95	119	164	283	A	\$1.95	135	374	509	B

AM Time	Monday 07/08/19					Tuesday 07/09/19					Wednesday 07/10/19					Thursday 07/11/19					Friday 07/12/19				
	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	\$6.85	152	274	426	B	\$5.30	283	713	996	C	\$5.30	295	705	1,000	C	\$5.30	285	653	938	C	\$2.95	245	615	860	C
0500 - 0600	\$18.00	262	780	1,042	D	\$17.25	409	1,068	1,477	F	\$15.55	414	1,069	1,483	F	\$14.15	368	1,036	1,404	F	\$6.85	329	878	1,207	E
0600 - 0700	\$19.35	360	1,084	1,444	F	\$17.55	335	1,054	1,389	E	\$19.65	376	1,023	1,399	E	\$14.50	359	1,056	1,415	F	\$6.85	289	925	1,214	E
0700 - 0800	\$12.80	210	993	1,203	E	\$13.45	240	1,094	1,334	E	\$12.45	226	1,009	1,235	E	\$11.40	241	1,091	1,332	E	\$6.85	226	848	1,074	D
0800 - 0900	\$8.85	147	956	1,103	D	\$8.85	184	958	1,142	D	\$6.85	141	944	1,085	D	\$8.85	179	1,041	1,220	E	\$5.30	169	769	938	C
0900 - 1000	\$5.30	113	643	756	B	\$5.30	146	748	894	C	\$5.30	180	762	942	C	\$5.30	160	809	969	C	\$2.95	152	590	742	B

AM Time	Monday 07/15/19					Tuesday 07/16/19					Wednesday 07/17/19					Thursday 07/18/19					Friday 07/19/19				
	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	\$6.85	260	717	977	C	\$5.30	282	667	949	C	\$5.30	289	666	955	C	\$5.30	243	693	936	C	\$2.95	213	581	794	B
0500 - 0600	\$18.00	387	1,066	1,453	F	\$17.25	426	1,083	1,509	F	\$15.55	408	1,039	1,447	F	\$14.15	405	1,050	1,455	F	\$6.85	339	793	1,132	D
0600 - 0700	\$19.35	247	1,033	1,280	E	\$17.55	342	1,052	1,394	E	\$19.65	356	958	1,314	E	\$14.50	307	979	1,286	E	\$6.85	265	968	1,233	E
0700 - 0800	\$12.80	150	1,082	1,232	E	\$13.45	262	1,090	1,352	E	\$12.45	233	1,074	1,307	E	\$11.40	222	1,003	1,225	E	\$6.85	205	874	1,079	D
0800 - 0900	\$8.85	117	947	1,064	D	\$8.85	181	1,010	1,191	D	\$6.85	168	963	1,131	D	\$8.85	157	946	1,103	D	\$5.30	147	738	885	C
0900 - 1000	\$5.30	120	736	856	C	\$5.30	178	726	904	C	\$5.30	160	784	944	C	\$5.30	170	771	941	C	\$2.95	119	515	634	B

AM Time	Monday 07/22/19					Tuesday 07/23/19					Wednesday 07/24/19					Thursday 07/25/19					Friday 07/26/19				
	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	\$6.85	298	719	1,017	D	\$5.30	272	668	940	C	\$5.30	288	680	968	C	\$5.30	282	709	991	C	\$2.95	237	552	789	B
0500 - 0600	\$18.00	397	1,023	1,420	F	\$17.25	395	1,064	1,459	F	\$15.55	406	1,011	1,417	F	\$14.15	447	1,043	1,490	F	\$6.85	329	856	1,185	D
0600 - 0700	\$19.35	349	963	1,312	E	\$17.55	344	1,048	1,392	E	\$19.65	345	1,037	1,382	E	\$14.50	344	1,058	1,402	F	\$6.85	267	977	1,244	E
0700 - 0800	\$12.80	217	911	1,128	D	\$13.45	260	1,144	1,404	F	\$12.45	240	1,070	1,310	E	\$11.40	245	1,068	1,313	E	\$6.85	203	904	1,107	D
0800 - 0900	\$8.85	178	920	1,098	D	\$8.85	209	1,035	1,244	E	\$6.85	208	1,070	1,278	E	\$8.85	191	1,036	1,227	E	\$5.30	172	856	1,028	D
0900 - 1000	\$5.30	150	704	854	C	\$5.30	172	806	978	C	\$5.30	176	752	928	C	\$5.30	170	753	923	C	\$2.95	159	671	830	C

PM Time	Monday 07/29/19					Tuesday 07/30/19					Wednesday 07/31/19					Thursday 08/01/19					Friday 08/02/19				
	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	\$6.85	278	737	1,015	D	\$5.30	271	704	975	C	\$5.30	271	674	945	C										
0500 - 0600	\$18.00	380	1,019	1,399	E	\$17.25	434	1,062	1,496	F	\$15.55	426	1,009	1,435	F										
0600 - 0700	\$19.35	316	1,000	1,316	E	\$17.55	330	1,098	1,428	F	\$19.65	351	1,057	1,408	F										
0700 - 0800	\$12.80	214	1,034	1,248	E	\$13.45	258	1,156	1,414	F	\$12.45	231	1,188	1,419	F										
0800 - 0900	\$8.85	146	944	1,090	D	\$8.85	171	1,057	1,228	E	\$6.85	179	1,060	1,239	E										
0900 - 1000	\$5.30	163	699	862	C	\$5.30	157	791	948	C	\$5.30	170	784	954	C										

RCTC OPERATIONAL HIGHLIGHTS

On-road Operations

RCTC Freeway Service Patrol (FSP) responded to 102 calls during the month of July. Of those calls, 63 were to assist disabled vehicles, 18 were to remove debris, 9 were for traffic breaks, and 12 were in response to accidents.

6C Transponder Technology

Planning for the transition to the new transponder technology is underway. The lane systems have been upgraded. The new sticker transponders have been received and will be distributed after OCTA completes the upgrade of their lane system. Changes to the back-office system to process the new transponders and make changes to the customer account plan are being finalized and will be released to the customer once both the RCTC and OCTA lane system upgrades are performed. A series of customer communication has been prepared to facilitate the process for providing the new transponders to customers.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement				
Description	YTD as of :		YTD Variance	
	Actual ¹	7/31/2019 Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 4,839,810.75	\$ 3,049,091.67	\$ 1,790,719.08	58.7
Fee Revenue	680,812.80	440,025.00	240,787.80	54.7
Total operating revenues	5,520,623.55	3,489,116.67	2,031,506.88	58.2
Operating expenses:				
Salaries and Benefits	149,720.54	112,783.33	(36,937.21)	(32.8)
Legal Services	-	29,166.67	29,166.67	100.0
Advisory Services	(10,300.00) ²	6,250.00	16,550.00	264.8
Audit and Accounting Fees	-	3,916.67	3,916.67	100.0
Service Fees	(567.66) ²	2,166.67	2,734.33	126.2
Other Professional Services	(38,894.91) ²	122,991.67	161,886.58	131.6
Lease Expense	15,135.00	21,375.00	6,240.00	29.2
Operations	117,252.49	302,375.00	185,122.51	61.2
Utilities	(6,500.46) ²	5,208.33	11,708.79	224.8
Supplies and Materials	-	416.67	416.67	100.0
Membership and Subscription Fees	-	2,083.33	2,083.33	100.0
Office Equipment & Furniture (Non-Capital)	-	416.67	416.67	100.0
Maintenance/Repairs	(8,527.00) ²	29,150.00	37,677.00	129.3
Training Seminars and Conferences	-	375.00	375.00	100.0
Transportation Expenses	-	625.00	625.00	100.0
Lodging	242.72	583.33	340.61	58.4
Meals	-	83.33	83.33	100.0
Other Staff Expenses	-	83.33	83.33	100.0
Advertising	(2,950.50) ²	15,833.33	18,783.83	118.6
Program Management	(193.00) ²	-	193.00	N/A
Program Operations	419,699.68	888,058.33	468,358.65	52.7
Litigation Settlement	-	833.33	833.33	100.0
Furniture & Equipment	(0.16) ²	62,500.00	62,500.16	100.0
Improvements	-	1,341.67	1,341.67	100.0
Bad Debt Expense	1.85	-	(1.85)	N/A
Total operating expenses	634,118.59	1,608,616.67	974,498.08	60.6
Operating income (loss)	4,886,504.96	1,880,500.00	3,006,004.96	159.9
Nonoperating revenues (expenses):				
Interest Revenue	-	126,841.67	(126,841.67)	100.0
Other Miscellaneous Revenue	580,488.69	-	580,488.69	N/A
Interest Expense	-	(593,325.00)	593,325.00	(100.0)
Total nonoperating revenues (expenses)	580,488.69	(466,483.33)	1,046,972.02	224.4
Transfers In	-	-	-	N/A
Transfers Out	-	(254,958.33)	254,958.33	(100.0)
Net income (loss)	\$ 5,466,993.65	\$ 1,159,058.33	\$ 4,307,935.32	371.7

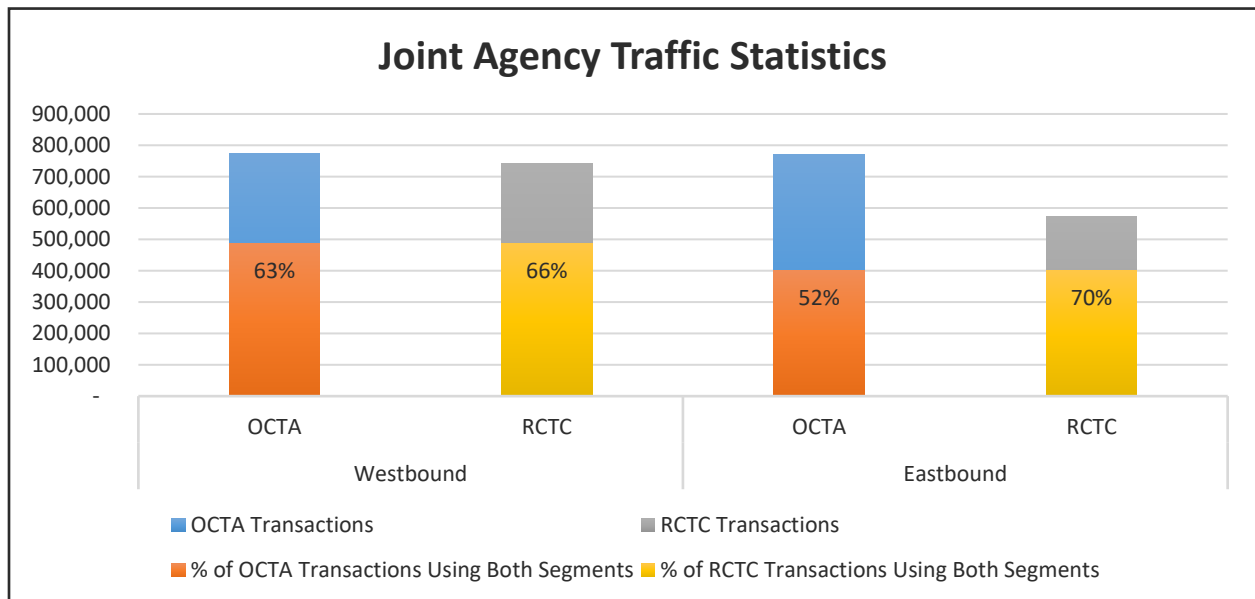
¹ Unaudited

² Negatives are the result of FY2018/19 accruals

JOINT AGENCY TRIP AND REVENUE STATISTICS

July-19 MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	774,656	488,306	63%	\$ 1,881,204
RCTC	742,144	488,306	66%	\$ 3,565,897
I-15	307,543	209,079	68%	\$ 1,487,895
McKinley	434,601	279,227	64%	\$ 2,078,002
Eastbound				
OCTA	771,206	401,146	52%	\$ 2,557,727
RCTC	572,946	401,146	70%	\$ 1,691,404
I-15	211,847	156,825	74%	\$ 429,076
McKinley	361,099	244,321	68%	\$ 1,262,328

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	Reporting Period	PERFORMANCE STANDARD	Jul-19 Performance
CUSTOMER SERVICE			
Call Wait Time	Monthly	Not to exceed 2 minutes	1:53
Abandon Rate	Monthly	No more than 4.0%	2.8%
Customer Satisfaction	Monthly	At least 75 outbound calls	75
VIOLATION PROCESSING			
Response Time	Monthly	Within 2 business days of receipt	0.9
CUSA Violation Collection Rate	Quarterly	70% or more	
CUSA Violation Collection Rate	Annually	74% or more	
TRAFFIC OPERATIONS			
Initial & Secondary Reviews	Monthly	Equal to or less than 15 days	1.5
* Plate Misread Errors	Monthly	Equal to or less than 0.4%	0.01%
CAS Response Time	Monthly	0:20 (minutes) per call	0:09
ACCOUNTING			
OCTA Exceptions	Monthly	No more than 3	0
RCTC Exceptions	Monthly	No more than 3	0
INFORMATION TECHNOLOGY			
Back-office System Uptime	Monthly	99% Availability	100%
Network Uptime	Monthly	99% Availability	100%

CUSA = Cofiroute USA; CAS = OCTA Customer Assistance Specialists

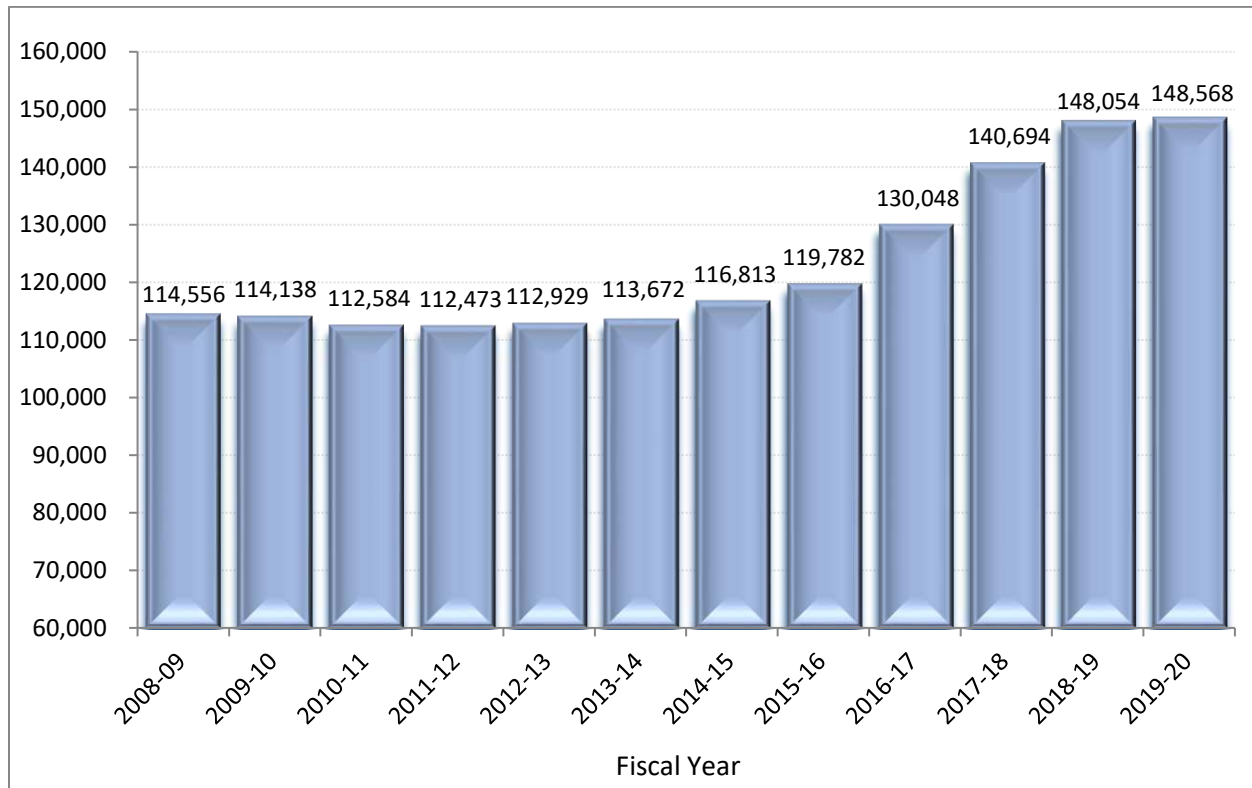
* Plate Misread Error performance is current after a 60-day hold-back period; therefore, percentage reported here is for 2 months prior to the month of this report.

JOINT AGENCY TRANSPONDER DISTRIBUTION

TRANSPONDER DISTRIBUTION	July-19		June-19		FY 2019-20	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	1,442	46.9%	1,279	46.4%	1,442	46.9%
Additional Tags to Existing Accounts	919	29.9%	836	30.3%	919	29.9%
Replacement Transponders	713	23.2%	641	23.3%	713	23.2%
Total Issued	3,074		2,756		3,074	
Returned						
Account Closures	505	37.3%	432	26.3%	505	37.3%
Accounts Downsizing	169	12.5%	190	11.6%	169	12.5%
Defective Transponders	680	50.2%	1,020	62.1%	680	50.2%
Total Returned	1,354		1,642		1,354	

At the end of July 2019, the 91 Express Lanes had 148,568 active customer accounts, and 226,480 transponders classified as Assigned.

Number of Accounts by Fiscal Year
As of July 31, 2019



Incoming Email Activity

During July, the Anaheim Processing Center received 3,622 emails.



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



Status Report
August 2019

As of August 31, 2019

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the OCTA 91 Express Lanes for August 2019 was 1,545,731. This represents a daily average of 49,862. This is a 1.4% decrease in total traffic volume from the same period last year, which totaled 1,567,485. The decrease is attributable to the 54-hour weekend and overnight closures in the westbound direction for the electronic toll and traffic management system upgrade. Potential toll revenue for the month was \$4,671,161, which represents a decrease of 0.8% from the prior year's total of \$4,709,712. Carpool percentage for the month was 26.63% as compared to the previous year's rate of 25.91%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the month of August 2019.

Current Month-to-Date (MTD) as of August 31, 2019

Trips	Aug-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Aug-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,134,132	1,138,111	(3,979)	(0.3%)	1,161,329	(2.3%)
3+ Lanes	411,599	338,092	73,507	21.7%	406,156	1.3%
Total Gross Trips	1,545,731	1,476,203	69,528	4.7%	1,567,485	(1.4%)
Revenue						
Full Toll Lanes	\$4,595,283	\$4,747,091	(\$151,809)	(3.2%)	\$4,624,936	(0.6%)
3+ Lanes	\$75,879	\$86,580	(\$10,701)	(12.4%)	\$84,776	(10.5%)
Total Gross Revenue	\$4,671,161	\$4,833,671	(\$162,510)	(3.4%)	\$4,709,712	(0.8%)
Average Revenue per Trip						
Average Full Toll Lanes	\$4.05	\$4.17	(\$0.12)	(2.9%)	\$3.98	1.8%
Average 3+ Lanes	\$0.18	\$0.26	(\$0.08)	(30.8%)	\$0.21	(14.3%)
Average Gross Revenue	\$3.02	\$3.27	(\$0.25)	(7.6%)	\$3.00	0.7%

The 2020 fiscal year-to-date traffic volume increased by 1.4% and potential toll revenue increased by 1.2%, when compared with the same period last year. Year-to-date average revenue per-trip is \$2.95.

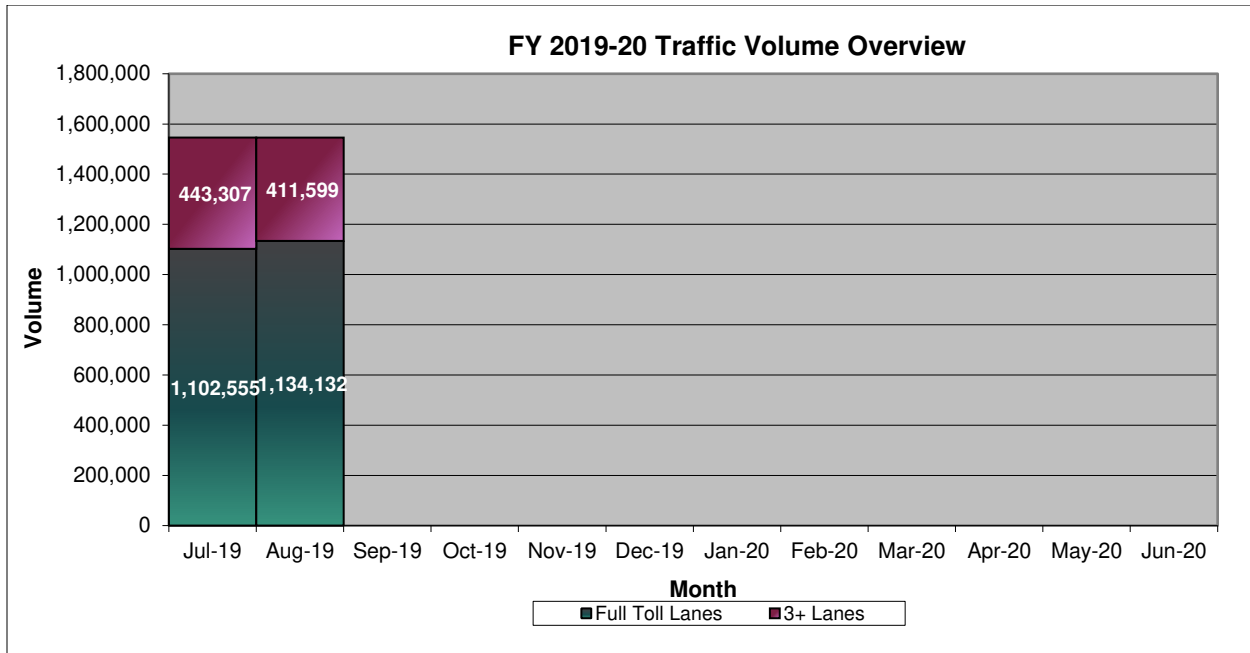
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the months of July 2019 through August 2019.

FY 2019-20 Year to Date as of August 31, 2019

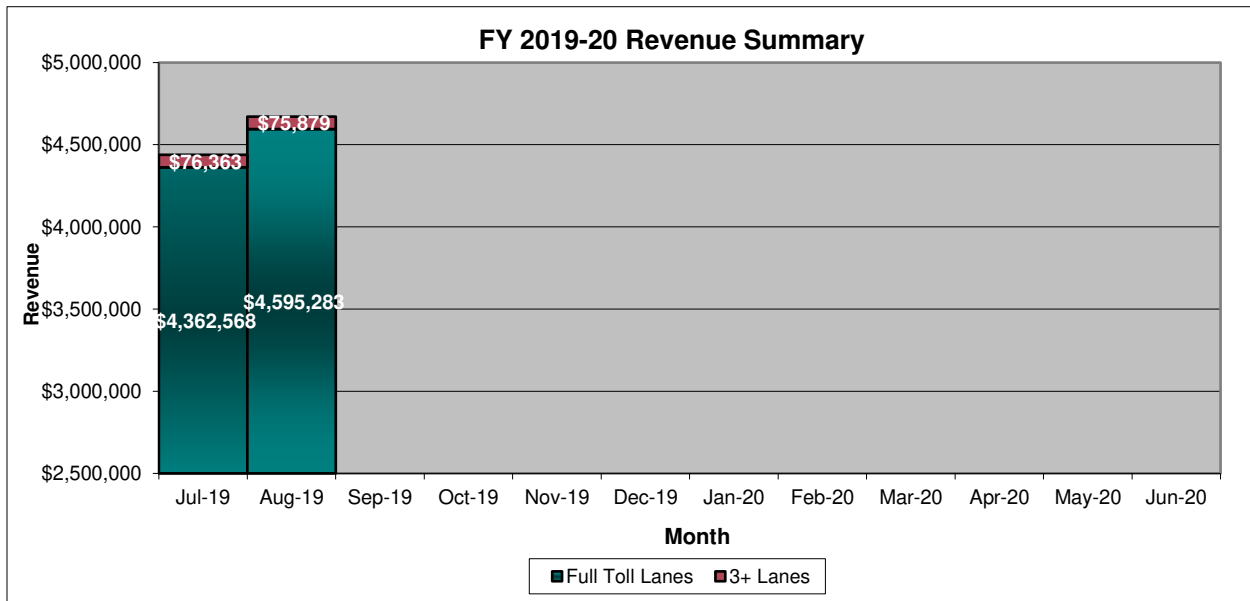
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	2,236,687	2,223,156	13,531	0.6%	2,231,017	0.3%
3+ Lanes	854,906	743,553	111,353	15.0%	819,260	4.4%
Total Gross Trips	3,091,593	2,966,709	124,884	4.2%	3,050,277	1.4%
Revenue						
Full Toll Lanes	\$8,957,851	\$9,256,356	(\$298,505)	(3.2%)	\$8,839,831	1.3%
3+ Lanes	\$152,242	\$168,691	(\$16,449)	(9.8%)	\$163,703	(7.0%)
Total Gross Revenue	\$9,110,092	\$9,425,046	(\$314,954)	(3.3%)	\$9,003,533	1.2%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.00	\$4.16	(\$0.16)	(3.8%)	\$3.96	1.0%
Average 3+ Lanes	\$0.18	\$0.23	(\$0.05)	(21.7%)	\$0.20	(10.0%)
Average Gross Revenue	\$2.95	\$3.18	(\$0.23)	(7.2%)	\$2.95	0.0%

OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



Peak traffic hour in the eastbound direction reached or exceeded 90% or more of defined capacity 19 times during the month of August 2019. As demonstrated on the next chart, westbound peak hour traffic volumes top out at 84% of defined capacity.

OCTA EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 07/29/19				Tuesday 07/30/19				Wednesday 07/31/19				Thursday 08/01/19				Friday 08/02/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500													\$6.70	591	3,059	90%	\$7.10	619	3,106	91%
1500 - 1600													\$6.75	689	3,014	89%	\$9.15	709	2,605	77%
1600 - 1700													\$8.30	553	2,854	84%	\$8.95	513	2,701	79%
1700 - 1800													\$8.70	529	2,543	75%	\$7.05	614	2,984	88%
1800 - 1900													\$4.85	673	2,951	87%	\$6.55	628	2,630	77%
1900 - 2000													\$5.60	747	2,664	78%	\$6.05	634	2,067	61%

PM Time	Monday 08/05/19				Tuesday 08/06/19				Wednesday 08/07/19				Thursday 08/08/19				Friday 08/09/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	577	2,779	82%	\$5.15	539	2,841	84%	\$5.15	542	2,977	88%	\$6.70	596	3,129	92%	\$7.10	657	3,158	93%
1500 - 1600	\$5.50	669	2,925	86%	\$5.75	712	2,724	80%	\$7.75	714	2,938	86%	\$6.75	670	3,020	89%	\$9.15	718	2,683	79%
1600 - 1700	\$5.35	502	2,770	81%	\$5.50	475	2,883	85%	\$7.50	522	2,893	85%	\$8.30	588	3,109	91%	\$8.95	485	2,690	79%
1700 - 1800	\$5.30	513	2,815	83%	\$5.40	569	2,953	87%	\$6.40	572	2,914	86%	\$8.70	476	2,569	76%	\$7.05	550	2,810	83%
1800 - 1900	\$5.50	652	2,814	83%	\$3.95	630	3,051	90%	\$3.95	660	3,023	89%	\$4.85	675	3,120	92%	\$6.55	663	2,676	79%
1900 - 2000	\$3.85	522	1,862	55%	\$3.85	619	2,435	72%	\$3.85	657	2,474	73%	\$5.60	616	2,214	65%	\$6.05	577	2,014	59%

PM Time	Monday 08/12/19				Tuesday 08/13/19				Wednesday 08/14/19				Thursday 08/15/19				Friday 08/16/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	466	2,648	78%	\$5.15	499	2,934	86%	\$5.15	500	2,869	84%	\$6.70	568	3,271	96%	\$7.10	593	3,173	93%
1500 - 1600	\$5.50	613	2,825	83%	\$5.75	660	2,787	82%	\$7.75	627	2,908	86%	\$6.75	664	2,989	88%	\$9.15	729	2,641	78%
1600 - 1700	\$5.35	439	3,024	89%	\$5.50	483	2,962	87%	\$7.50	471	2,945	87%	\$8.30	536	2,892	85%	\$8.95	460	2,610	77%
1700 - 1800	\$5.30	525	2,979	88%	\$5.40	505	2,875	85%	\$6.40	517	2,979	88%	\$8.70	440	2,437	72%	\$7.05	489	2,835	83%
1800 - 1900	\$5.50	573	2,509	74%	\$3.95	648	3,034	89%	\$3.95	507	2,473	73%	\$4.85	623	2,938	86%	\$6.55	597	2,606	77%
1900 - 2000	\$3.85	440	1,755	52%	\$3.85	546	2,209	65%	\$3.85	607	2,692	79%	\$5.60	628	2,453	72%	\$6.05	590	2,194	65%

PM Time	Monday 08/19/19				Tuesday 08/20/19				Wednesday 08/21/19				Thursday 08/22/19				Friday 08/23/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	501	2,697	79%	\$5.15	486	2,889	85%	\$5.15	465	2,988	88%	\$6.70	502	3,167	93%	\$7.10	589	3,102	91%
1500 - 1600	\$5.50	626	3,128	92%	\$5.75	636	2,741	81%	\$7.75	630	2,963	87%	\$6.75	586	3,013	89%	\$9.15	727	2,787	82%
1600 - 1700	\$5.35	445	2,654	78%	\$5.50	490	2,918	86%	\$7.50	416	2,859	84%	\$8.30	491	2,905	85%	\$8.95	466	2,709	80%
1700 - 1800	\$5.30	533	2,889	85%	\$5.40	520	3,014	89%	\$6.40	445	2,822	83%	\$8.70	417	2,442	72%	\$7.05	599	2,981	88%
1800 - 1900	\$5.50	638	2,883	85%	\$3.95	596	2,894	85%	\$3.95	691	3,214	95%	\$4.85	599	2,883	85%	\$6.55	623	2,488	73%
1900 - 2000	\$3.85	461	1,775	52%	\$3.85	559	2,345	69%	\$3.85	555	2,174	64%	\$5.60	662	2,675	79%	\$6.05	573	2,072	61%

PM Time	Monday 08/26/19				Tuesday 08/27/19				Wednesday 08/28/19				Thursday 08/29/19				Friday 08/30/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	500	2,718	80%	\$5.15	436	2,791	82%	\$5.15	467	2,869	84%	\$6.70	529	3,193	94%	\$7.10	576	3,102	91%
1500 - 1600	\$5.50	660	3,083	91%	\$5.75	642	2,783	82%	\$7.75	704	2,896	85%	\$6.75	726	3,207	94%	\$9.15	778	2,670	79%
1600 - 1700	\$5.35	483	3,009	89%	\$5.50	422	2,825	83%	\$7.50	451	2,983	88%	\$8.30	576	3,076	90%	\$8.95	491	2,339	69%
1700 - 1800	\$5.30	515	3,105	91%	\$5.40	485	2,783	82%	\$6.40	499	2,875	85%	\$8.70	453	2,652	78%	\$7.05	590	2,806	83%
1800 - 1900	\$5.50	616	2,586	76%	\$3.95	631	3,135	92%	\$3.95	625	3,076	90%	\$4.85	627	2,930	86%	\$6.55	638	2,364	70%
1900 - 2000	\$3.85	468	1,945	57%	\$3.85	570	2,468	73%	\$3.85	612	2,508	74%	\$5.60	692	2,802	82%	\$6.05	608	2,025	60%

OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 07/29/19				Tuesday 07/30/19				Wednesday 07/31/19				Thursday 08/01/19				Friday 08/02/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500													\$3.05	851	2,453	72%	\$3.05	735	2,063	61%
0500 - 0600													\$4.95	904	2,473	73%	\$4.70	736	2,117	62%
0600 - 0700													\$5.15	605	2,081	61%	\$4.95	554	2,069	61%
0700 - 0800													\$5.65	462	2,030	60%	\$5.50	425	1,877	55%
0800 - 0900													\$5.15	397	2,019	59%	\$4.95	404	1,886	55%
0900 - 1000													\$4.10	500	2,186	64%	\$4.10	469	2,076	61%

AM Time	Monday 08/05/19				Tuesday 08/06/19				Wednesday 08/07/19				Thursday 08/08/19				Friday 08/09/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	836	2,536	75%	\$3.05	854	2,517	74%	\$3.05	894	2,587	76%	\$3.05	864	2,507	74%	\$3.05	763	2,037	60%
0500 - 0600	\$4.95	878	2,460	72%	\$4.95	971	2,613	77%	\$4.95	922	2,417	71%	\$4.95	911	2,400	71%	\$4.70	815	2,307	68%
0600 - 0700	\$5.15	550	1,993	59%	\$5.15	544	2,058	61%	\$5.15	644	2,189	64%	\$5.15	622	2,165	64%	\$4.95	578	1,942	57%
0700 - 0800	\$5.65	407	1,915	56%	\$5.65	464	2,079	61%	\$5.65	459	1,980	58%	\$5.65	424	1,885	55%	\$5.50	416	1,765	52%
0800 - 0900	\$5.15	387	1,983	58%	\$5.15	371	1,989	59%	\$5.15	394	1,992	59%	\$5.15	400	2,055	60%	\$4.95	406	1,954	57%
0900 - 1000	\$4.10	454	2,135	63%	\$4.10	443	2,110	62%	\$4.10	437	2,190	64%	\$4.10	435	2,201	65%	\$4.10	446	1,991	59%

AM Time	Monday 08/12/19				Tuesday 08/13/19				Wednesday 08/14/19				Thursday 08/15/19				Friday 08/16/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	844	2,538	75%	\$3.05	862	2,549	75%	\$3.05	890	2,581	76%	\$3.05	896	2,502	74%	\$3.05	757	2,043	60%
0500 - 0600	\$4.95	842	2,474	73%	\$4.95	916	2,363	70%	\$4.95	941	2,467	73%	\$4.95	948	2,560	75%	\$4.70	809	2,363	70%
0600 - 0700	\$5.15	555	1,963	58%	\$5.15	662	2,201	65%	\$5.15	626	2,160	64%	\$5.15	631	2,154	63%	\$4.95	598	2,115	62%
0700 - 0800	\$5.65	395	1,867	55%	\$5.65	471	2,211	65%	\$5.65	449	2,026	60%	\$5.65	422	2,041	60%	\$5.50	403	1,867	55%
0800 - 0900	\$5.15	349	1,983	58%	\$5.15	345	2,163	64%	\$5.15	308	2,184	64%	\$5.15	355	2,120	62%	\$4.95	366	1,995	59%
0900 - 1000	\$4.10	339	1,954	57%	\$4.10	345	2,231	66%	\$4.10	318	2,217	65%	\$4.10	347	2,226	65%	\$4.10	352	2,016	59%

AM Time	Monday 08/19/19				Tuesday 08/20/19				Wednesday 08/21/19				Thursday 08/22/19				Friday 08/23/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	865	2,535	75%	\$3.05	831	2,449	72%	\$3.05	864	2,558	75%	\$3.05	518	1,381	41%	\$3.05	767	2,079	61%
0500 - 0600	\$4.95	922	2,603	77%	\$4.95	1014	2,725	80%	\$4.95	922	2,495	73%	\$4.95	702	1,921	57%	\$4.70	807	2,308	68%
0600 - 0700	\$5.15	618	2,070	61%	\$5.15	614	2,035	60%	\$5.15	667	2,178	64%	\$5.15	889	2,840	84%	\$4.95	643	2,214	65%
0700 - 0800	\$5.65	412	2,021	59%	\$5.65	465	2,178	64%	\$5.65	459	2,135	63%	\$5.65	536	2,329	69%	\$5.50	447	2,018	59%
0800 - 0900	\$5.15	329	1,993	59%	\$5.15	267	1,536	45%	\$5.15	284	2,166	64%	\$5.15	346	2,209	65%	\$4.95	319	1,887	56%
0900 - 1000	\$4.10	326	2,009	59%	\$4.10	416	2,623	77%	\$4.10	321	2,224	65%	\$4.10	354	2,396	70%	\$4.10	272	1,668	49%

AM Time	Monday 08/26/19				Tuesday 08/27/19				Wednesday 08/28/19				Thursday 08/29/19				Friday 08/30/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	746	2,094	62%	\$3.05	827	2,455	72%	\$3.05	934	2,605	77%	\$3.05	876	2,606	77%	\$3.05	736	2,017	59%
0500 - 0600	\$4.95	821	2,178	64%	\$4.95	955	2,575	76%	\$4.95	924	2,571	76%	\$4.95	877	2,374	70%	\$4.95	725	2,225	65%
0600 - 0700	\$5.15	599	1,853	55%	\$5.15	641	2,133	63%	\$5.15	745	2,317	68%	\$5.15	660	2,357	69%	\$5.15	649	2,101	62%
0700 - 0800	\$5.65	347	1,590	47%	\$5.65	483	2,287	67%	\$5.65	477	2,224	65%	\$5.65	464	2,084	61%	\$5.50	386	1,872	55%
0800 - 0900	\$5.15	249	1,602	47%	\$5.15	305	2,267	67%	\$5.15	328	2,181	64%	\$5.65	341	2,224	65%	\$5.30	308	1,888	56%
0900 - 1000	\$4.10	196	1,440	42%	\$4.10	302	2,309	68%	\$4.10	301	2,178	64%	\$5.65	302	2,113	62%	\$4.55	279	1,638	48%

OCTA OPERATIONAL HIGHLIGHTS

On-road Operations

OCTA Customer Assistance Specialists (CAS) responded to 115 calls during the month of August. Of those calls, 86 were to assist disabled vehicles and 18 calls to remove debris. The CAS provided assistance to 11 accidents in the Express Lanes with 5 of those accidents originating from the SR91 general-purpose lanes.

Electronic Toll and Traffic Management System Project Update

An agreement with Kapsch TrafficCom USA, Inc., (Kapsch) was executed in June 2018 to provide toll lane system integrator services for the design, installation, operations, and maintenance of the electronic toll and traffic management system for the 91 Express Lanes. This new lane system will be able to read the new 6C protocol as well as the current Title 21 protocol. Utilizing a full weekend and several overnight closures, Kapsch replaced the westbound in-lane system at the gantries in late August. The eastbound equipment installation is scheduled for early October.

6C Transition Update

In addition to the lane system replacement, the back-office system will need to be modified in order to process the new transponders and changes to the customer account plans. Modification to the back-office system will commence when the lane system installations for both OCTA and RCTC have been completed. Distribution of the new 6C transponders to customers will begin after the back-office system changes have been made. OCTA and RCTC have prepared a series of customer communication to be provided to customers to facilitate the transition to the new protocol and changes to the account plans.

Amendment to the Three-Party Operating Agreement

As referenced above, due to the back-office system changes, an amendment to the OCTA, RCTC, Cofiroute USA (CUSA) Operating Agreement is required. Staff from both OCTA and RCTC have been in negotiations with CUSA for the amendment. It is anticipated there will be no change to the maximum obligation of the contract. The amendment is expected to be finalized in the next few months.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 8/31/2019		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll revenue	\$ 8,456,529.70	\$ 9,050,173.00	\$ (593,643.30)	(6.6)
Fee revenue	1,271,874.58	550,474.00	721,400.58	131.1
Total operating revenues	9,728,404.28	9,600,647.00	127,757.28	1.3
Operating expenses:				
Contracted services	1,008,793.92	1,232,840.00	224,046.08	18.2
Administrative fee	472,480.00	473,314.00	834.00	0.2
Other professional services	(70,792.15)	571,476.00	642,268.15	112.4
Credit card processing fees	97,302.43	233,685.00	136,382.57	58.4
Toll road account servicing	105,817.93	450,250.00	344,432.07	76.5
Other insurance expense	62,182.50	41,650.00	(20,532.50)	(49.3)
Toll road maintenance supply repairs	18,180.48	95,834.00	77,653.52	81.0
Patrol services	-	163,270.00	163,270.00	100.0
Building equipment repairs and maint	(34,415.86)	50,764.00	85,179.86	167.8
Other services	(17,552.00)	1,666.00	19,218.00	1,153.5
Utilities	(17,674.91)	12,246.00	29,920.91	244.3
Office expense	(4,010.20)	11,662.00	15,672.20	134.4
Bad debt expense	24,613.44	-	(24,613.44)	N/A
Miscellaneous ⁽²⁾	472.25	13,680.00	13,207.75	96.5
Leases	28,070.00	76,636.00	48,566.00	63.4
Total operating expenses	1,673,467.83	3,428,973.00	1,755,505.17	51.2
Depreciation and amortization ⁽³⁾	567,432.97	-	(567,432.97)	N/A
Operating income (loss)	7,487,503.48	6,171,674.00	1,315,829.48	21.3
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	29,580.00	-	29,580.00	N/A
Interest income	182,466.39	632,682.00	(450,215.61)	(71.2)
Interest expense	(798,387.45)	(785,344.00)	(13,043.45)	(1.7)
Other	13,160.66	-	13,160.66	N/A
Total nonoperating revenues (expenses)	(573,180.40)	(152,662.00)	(420,518.40)	(275.5)
Transfers in	-	-	-	N/A
Transfers out	-	-	-	N/A
Net income (loss)	\$ 6,914,323.08	\$ 6,019,012.00	\$ 895,311.08	14.9

¹Actual 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.

²Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

³Depreciation and amortization are not budgeted items.

Capital Asset Activity

During the two months ending August 31, 2019, capital asset activities included \$5,329 for transponder purchases.

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the RCTC 91 Express Lanes for August 2019 was 1,402,081. This represents a daily average of 45,228. This is a 2.5% increase in total traffic volume from the same period last year, which totaled 1,367,738. Potential toll revenue for the month was \$5,633,523, which represents an increase of 14.2% from the prior year's total of \$4,933,154. Carpool percentage for the month was 25.77% as compared to the previous year's rate of 23.68%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the month of August 2019.

Current Month-to-Date (MTD) as of August 31, 2019

Trips	AUG-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	AUG-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,040,805	1,040,143	662	0.1%	1,043,813	(0.3%)
3+ Lanes	361,276	339,186	22,090	6.5%	323,925	11.5%
Total Gross Trips	1,402,081	1,379,329	22,752	1.6%	1,367,738	2.5%
Revenue						
Full Toll Lanes	\$5,588,508	\$4,051,586	\$1,536,922	37.9%	\$4,893,862	14.2%
3+ Lanes	\$45,015	\$0	\$45,015		\$39,292	14.6%
Total Gross Revenue	\$5,633,523	\$4,051,586	\$1,581,937	39.0%	\$4,933,154	14.2%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.37	\$3.90	\$1.47	37.7%	\$4.69	14.5%
Average 3+ Lanes	\$0.12	\$0.00	\$0.12		\$0.12	0.0%
Average Gross Revenue	\$4.02	\$2.94	\$1.08	36.7%	\$3.61	11.4%

The 2020 fiscal year-to-date (YTD) traffic volume is 2.5% higher when compared with the same period last year. The 2020 fiscal year-to-date revenue is 15.6% higher than for the same period last year. The traffic and revenue increases are attributed to higher demand and increase toll rates to manage the demand. Year-to-date average revenue per-trip is \$4.01.

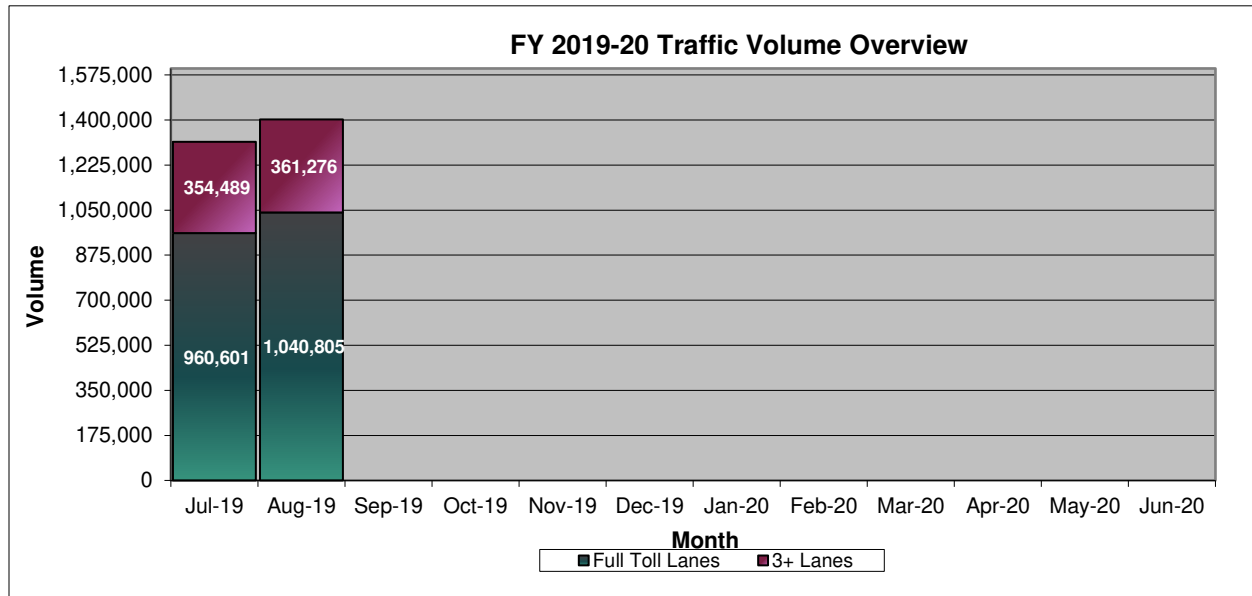
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the months of July 2019 through August 2019.

FY 2019-20 Year to Date as of August 31, 2019

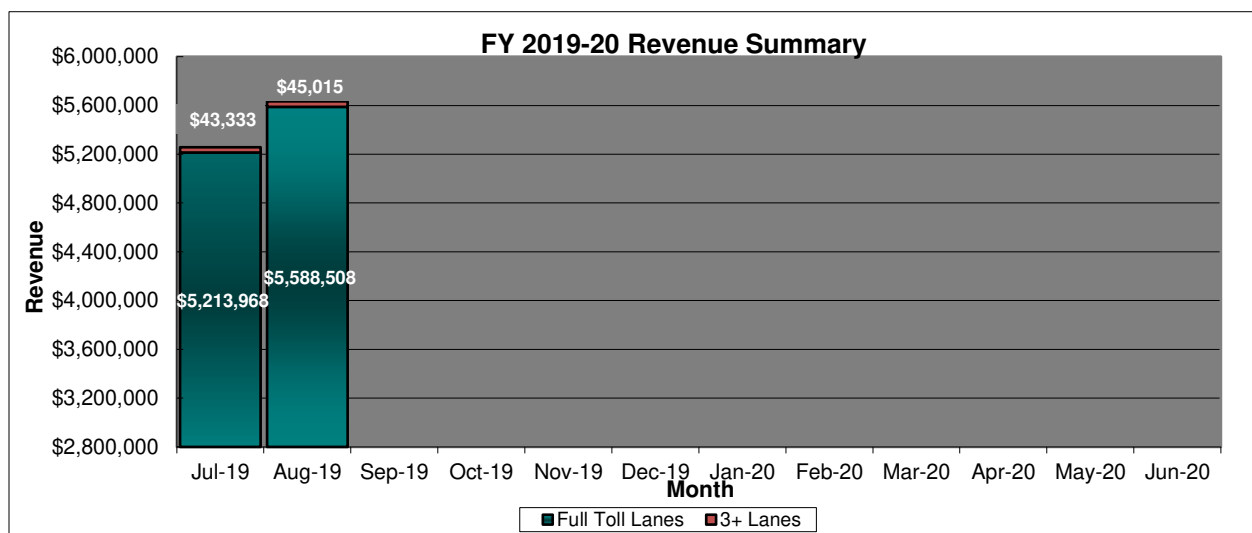
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	2,001,406	2,035,914	(34,508)	(1.7%)	2,002,025	(0.0%)
3+ Lanes	715,765	673,143	42,622	6.3%	649,204	10.3%
Total Gross Trips	2,717,171	2,709,057	8,114	0.3%	2,651,229	2.5%
Revenue						
Full Toll Lanes	\$10,802,476	\$7,930,600	\$2,871,876	36.2%	\$9,344,456	15.6%
3+ Lanes	\$88,348	\$0	\$88,348		\$77,956	13.3%
Total Gross Revenue	\$10,890,824	\$7,930,600	\$2,960,224	37.3%	\$9,422,413	15.6%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.40	\$3.90	\$1.50	38.5%	\$4.67	15.6%
Average 3+ Lanes	\$0.12	\$0.00	\$0.12		\$0.12	0.0%
Average Gross Revenue	\$4.01	\$2.93	\$1.08	36.9%	\$3.55	13.0%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

RCTC evaluates traffic volumes for peak period hours where Express Lanes performance is degraded quarterly and either increases or decreases tolls. The next quarterly adjustment is scheduled for October 1, 2019.

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 07/29/19					Tuesday 07/30/19					Wednesday 07/31/19					Thursday 08/01/19					Friday 08/02/19				
	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																\$10.50	326	1,121	1,447	F	\$19.65	391	1,017	1,408	F
1500 - 1600																\$12.00	374	909	1,283	E	\$19.35	397	854	1,251	E
1600 - 1700																\$8.15	302	882	1,184	D	\$11.10	254	898	1,152	D
1700 - 1800																\$5.30	289	798	1,087	D	\$6.95	354	888	1,242	E
1800 - 1900																\$5.30	345	880	1,225	E	\$6.95	355	760	1,115	D
1900 - 2000																\$5.30	361	782	1,143	D	\$5.30	327	715	1,042	D

PM Time	Monday 08/05/19					Tuesday 08/06/19					Wednesday 08/07/19					Thursday 08/08/19					Friday 08/09/19				
	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	\$5.30	314	1,001	1,315	F	\$6.95	283	1,040	1,323	F	\$7.95	316	1,057	1,373	F	\$10.50	313	1,144	1,457	F	\$19.65	364	1,002	1,366	F
1500 - 1600	\$8.00	365	861	1,226	E	\$6.95	378	850	1,228	E	\$8.85	378	910	1,288	E	\$12.00	363	944	1,307	F	\$19.35	389	856	1,245	E
1600 - 1700	\$5.30	318	1,155	1,473	F	\$5.30	244	867	1,111	D	\$5.30	264	868	1,132	D	\$8.15	268	952	1,220	E	\$11.10	263	922	1,185	D
1700 - 1800	\$5.30	265	778	1,043	D	\$5.30	255	823	1,078	D	\$5.30	296	838	1,134	D	\$5.30	245	761	1,006	D	\$6.95	291	902	1,193	D
1800 - 1900	\$5.30	309	766	1,075	D	\$5.30	329	812	1,141	D	\$5.30	309	804	1,113	D	\$5.30	343	874	1,217	E	\$6.95	314	856	1,170	D
1900 - 2000	\$2.25	248	522	770	B	\$4.20	272	707	979	C	\$4.20	294	706	1,000	C	\$5.30	277	666	943	C	\$5.30	302	725	1,027	D

PM Time	Monday 08/12/19					Tuesday 08/13/19					Wednesday 08/14/19					Thursday 08/15/19					Friday 08/16/19				
	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	\$5.30	255	976	1,231	E	\$6.95	271	1,012	1,283	E	\$7.95	290	1,022	1,312	F	\$10.50	305	1,173	1,478	F	\$19.65	337	1,094	1,431	F
1500 - 1600	\$8.00	344	835	1,179	D	\$6.95	361	862	1,223	E	\$8.85	330	902	1,232	E	\$12.00	382	883	1,265	E	\$19.35	360	683	1,043	D
1600 - 1700	\$5.30	211	906	1,117	D	\$5.30	232	921	1,153	D	\$5.30	234	962	1,196	D	\$8.15	260	909	1,169	D	\$11.10	254	882	1,136	D
1700 - 1800	\$5.30	251	843	1,094	D	\$5.30	239	827	1,066	D	\$5.30	258	817	1,075	D	\$5.30	213	763	976	C	\$6.95	274	1,005	1,279	E
1800 - 1900	\$5.30	268	697	965	C	\$5.30	318	812	1,130	D	\$5.30	243	703	946	C	\$5.30	284	852	1,136	D	\$6.95	354	890	1,244	E
1900 - 2000	\$2.25	197	476	673	B	\$4.20	241	640	881	C	\$4.20	284	799	1,083	D	\$5.30	309	744	1,053	D	\$5.30	306	839	1,145	D

PM Time	Monday 08/19/19					Tuesday 08/20/19					Wednesday 08/21/19					Thursday 08/22/19					Friday 08/23/19				
	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	\$5.30	272	1,007	1,279	E	\$6.95	258	969	1,227	E	\$7.95	282	1,020	1,302	F	\$10.50	266	1,116	1,382	F	\$19.65	339	1,005	1,344	F
1500 - 1600	\$8.00	351	915	1,266	E	\$6.95	361	867	1,228	E	\$8.85	341	889	1,230	E	\$12.00	348	922	1,270	E	\$19.35	404	901	1,305	F
1600 - 1700	\$5.30	232	856	1,088	D	\$5.30	235	920	1,155	D	\$5.30	239	925	1,164	D	\$8.15	243	947	1,190	D	\$11.10	254	927	1,181	D
1700 - 1800	\$5.30	236	838	1,074	D	\$5.30	263	834	1,097	D	\$5.30	243	846	1,089	D	\$5.30	205	846	1,051	D	\$6.95	318	934	1,252	E
1800 - 1900	\$5.30	320	788	1,108	D	\$5.30	293	736	1,029	D	\$5.30	322	907	1,229	E	\$5.30	294	861	1,155	D	\$6.95	297	785	1,082	D
1900 - 2000	\$2.25	187	506	693	B	\$4.20	246	699	945	C	\$4.20	258	652	910	C	\$5.30	297	846	1,143	D	\$5.30	270	727	997	C

PM Time	Monday 08/26/19					Tuesday 08/27/19					Wednesday 08/28/19					Thursday 08/29/19					Friday 08/30/19				
	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	\$5.30	257	964	1,221	E	\$6.95	244	942	1,186	D	\$7.95	250	1,013	1,263	E	\$10.50	302	1,170	1,472	F	\$19.65	364	1,070	1,434	F
1500 - 1600	\$8.00	327	905	1,232	E	\$6.95	314	963	1,277	E	\$8.85	372	927	1,299	E	\$12.00	380	931	1,311	F	\$19.35	451	902	1,353	F
1600 - 1700	\$5.30	243	862	1,105	D	\$5.30	191	864	1,055	D	\$5.30	223	953	1,176	D	\$8.15	272	932	1,204	E	\$11.10	290	872	1,162	D
1700 - 1800	\$5.30	260	826	1,086	D	\$5.30	241	841	1,082	D	\$5.30	263	877	1,140	D	\$5.30	211	823	1,034	D	\$6.95	353	1,031	1,384	F
1800 - 1900	\$5.30	277	652	929	C	\$5.30	278	895	1,173	D	\$5.30	320	838	1,158	D	\$5.30	304	841	1,145	D	\$6.95	333	740	1,073	D
1900 - 2000	\$2.25	211	572	783	B	\$4.20	240	646	886	C	\$4.20	261	718	979	C	\$5.30	304	911	1,215	E	\$5.30	348	726	1,074	D

Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 07/29/19					Tuesday 07/30/19					Wednesday 07/31/19					Thursday 08/01/19					Friday 08/02/19				
	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																\$5.30	165	663	828	C	\$5.30	164	682	846	C
1500 - 1600																\$5.30	172	624	796	B	\$2.95	190	574	764	B
1600 - 1700																\$2.95	140	609	749	B	\$2.95	121	571	692	B
1700 - 1800																\$2.95	120	526	646	B	\$2.95	128	554	682	B
1800 - 1900																\$2.95	167	553	720	B	\$2.95	143	535	678	B
1900 - 2000																\$2.95	183	549	732	B	\$2.95	168	390	558	B

PM Time	Monday 08/05/19					Tuesday 08/06/19					Wednesday 08/07/19					Thursday 08/08/19					Friday 08/09/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	162	712	874	C	\$2.95	150	680	830	C	\$2.95	152	760	912	C	\$5.30	179	689	868	C	\$5.30	159	678	837	C
1500 - 1600	\$2.95	206	670	876	C	\$2.95	193	601	794	B	\$5.30	184	692	876	C	\$5.30	177	703	880	C	\$2.95	188	553	741	B
1600 - 1700	\$2.95	68	281	349	A	\$2.95	138	642	780	B	\$2.95	128	622	750	B	\$2.95	154	676	830	C	\$2.95	121	578	699	B
1700 - 1800	\$2.95	136	521	657	B	\$2.95	138	527	665	B	\$2.95	141	577	718	B	\$2.95	123	552	675	B	\$2.95	124	541	665	B
1800 - 1900	\$2.95	143	569	712	B	\$2.95	148	545	693	B	\$2.95	169	609	778	B	\$2.95	161	570	731	B	\$2.95	156	541	697	B
1900 - 2000	\$2.95	123	394	517	B	\$2.95	173	529	702	B	\$2.95	177	532	709	B	\$2.95	164	512	676	B	\$2.95	179	430	609	B

PM Time	Monday 08/12/19					Tuesday 08/13/19					Wednesday 08/14/19					Thursday 08/15/19					Friday 08/16/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	139	592	731	B	\$2.95	128	746	874	C	\$2.95	122	728	850	C	\$5.30	137	789	926	C	\$5.30	161	706	867	C
1500 - 1600	\$2.95	168	632	800	B	\$2.95	173	613	786	B	\$5.30	164	657	821	C	\$5.30	178	664	842	C	\$2.95	157	459	616	B
1600 - 1700	\$2.95	105	648	753	B	\$2.95	118	638	756	B	\$2.95	121	666	787	B	\$2.95	135	619	754	B	\$2.95	117	528	645	B
1700 - 1800	\$2.95	129	574	703	B	\$2.95	139	546	685	B	\$2.95	129	574	703	B	\$2.95	106	475	581	B	\$2.95	125	594	719	B
1800 - 1900	\$2.95	143	485	628	B	\$2.95	147	575	722	B	\$2.95	118	479	597	B	\$2.95	154	582	736	B	\$2.95	152	511	663	B
1900 - 2000	\$2.95	137	379	516	B	\$2.95	136	488	624	B	\$2.95	171	573	744	B	\$2.95	155	559	714	B	\$2.95	163	464	627	B

PM Time	Monday 08/19/19					Tuesday 08/20/19					Wednesday 08/21/19					Thursday 08/22/19					Friday 08/23/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	133	654	787	B	\$2.95	128	695	823	C	\$2.95	132	771	903	C	\$5.30	142	787	929	C	\$5.30	148	719	867	C
1500 - 1600	\$2.95	161	680	841	C	\$2.95	133	631	764	B	\$5.30	138	645	783	B	\$5.30	169	644	813	C	\$2.95	178	594	772	B
1600 - 1700	\$2.95	104	551	655	B	\$2.95	120	610	730	B	\$2.95	114	625	739	B	\$2.95	123	588	711	B	\$2.95	134	600	734	B
1700 - 1800	\$2.95	124	574	698	B	\$2.95	118	541	659	B	\$2.95	117	506	623	B	\$2.95	105	532	637	B	\$2.95	120	551	671	B
1800 - 1900	\$2.95	157	589	746	B	\$2.95	144	529	673	B	\$2.95	139	597	736	B	\$2.95	129	540	669	B	\$2.95	137	496	633	B
1900 - 2000	\$2.95	119	394	513	B	\$2.95	166	563	729	B	\$2.95	129	444	573	B	\$2.95	145	599	744	B	\$2.95	146	416	562	B

PM Time	Monday 08/26/19					Tuesday 08/27/19					Wednesday 08/28/19					Thursday 08/29/19					Friday 08/30/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	138	652	790	B	\$2.95	110	759	869	C	\$2.95	131	708	839	C	\$5.30	151	794	945	C	\$5.30	133	658	791	B
1500 - 1600	\$2.95	164	700	864	C	\$2.95	146	632	778	B	\$5.30	172	620	792	B	\$5.30	195	670	865	C	\$2.95	167	521	688	B
1600 - 1700	\$2.95	125	614	739	B	\$2.95	107	622	729	B	\$2.95	123	638	761	B	\$2.95	142	649	791	B	\$2.95	140	486	626	B
1700 - 1800	\$2.95	108	587	695	B	\$2.95	115	551	666	B	\$2.95	116	536	652	B	\$2.95	109	535	644	B	\$2.95	127	549	676	B
1800 - 1900	\$2.95	139	439	578	B	\$2.95	120	619	739	B	\$2.95	135	588	723	B	\$2.95	127	573	700	B	\$2.95	134	455	589	B
1900 - 2000	\$2.95	131	358	489	B	\$2.95	156	545	701	B	\$2.95	165	508	673	B	\$2.95	178	580	758	B	\$2.95	134	386	520	B

RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line

	Monday 07/29/19					Tuesday 07/30/19					Wednesday 07/31/19					Thursday 08/01/19					Friday 08/02/19				
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																\$9.45	475	1,115	1,590	F	\$5.30	443	713	1,156	D
0500 - 0600																\$18.15	555	783	1,338	E	\$10.85	479	917	1,396	F
0600 - 0700																\$18.05	393	1,031	1,424	F	\$10.10	414	1,127	1,541	F
0700 - 0800																\$13.95	390	1,283	1,673	F	\$7.95	357	1,198	1,555	F
0800 - 0900																\$10.85	308	1,262	1,570	F	\$6.95	247	1,021	1,268	E
0900 - 1000																\$7.95	318	1,013	1,331	E	\$4.20	289	878	1,167	D

	Monday 08/05/19					Tuesday 08/06/19					Wednesday 08/07/19					Thursday 08/08/19					Friday 08/09/19				
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	\$9.45	497	1,181	1,678	F	\$9.45	476	1,068	1,544	F	\$9.45	509	1,054	1,563	F	\$9.45	487	1,078	1,565	F	\$5.30	407	666	1,073	D
0500 - 0600	\$21.90	557	860	1,417	F	\$21.45	666	943	1,609	F	\$18.40	568	740	1,308	E	\$18.15	566	782	1,348	E	\$10.85	522	972	1,494	F
0600 - 0700	\$20.20	362	923	1,285	E	\$18.10	356	938	1,294	E	\$18.05	443	1,167	1,610	F	\$18.05	427	1,054	1,481	F	\$10.10	460	1,149	1,609	F
0700 - 0800	\$15.00	356	1,228	1,584	F	\$15.00	334	1,329	1,663	F	\$15.75	396	1,262	1,658	F	\$13.95	399	1,232	1,631	F	\$7.95	359	1,113	1,472	F
0800 - 0900	\$10.10	305	1,307	1,612	F	\$10.10	321	1,302	1,623	F	\$10.10	314	1,276	1,590	F	\$10.85	342	1,292	1,634	F	\$6.95	293	1,195	1,488	F
0900 - 1000	\$6.95	302	1,012	1,314	E	\$7.95	253	949	1,202	E	\$6.95	271	1,077	1,348	E	\$7.95	261	1,108	1,369	F	\$4.20	244	872	1,116	D

	Monday 08/12/19					Tuesday 08/13/19					Wednesday 08/14/19					Thursday 08/15/19					Friday 08/16/19				
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	\$9.45	490	1,069	1,559	F	\$9.45	460	1,082	1,542	F	\$9.45	504	1,120	1,624	F	\$9.45	494	1,101	1,595	F	\$5.30	437	706	1,143	D
0500 - 0600	\$21.90	537	833	1,370	F	\$21.45	684	958	1,642	F	\$18.40	554	731	1,285	E	\$18.15	583	786	1,369	F	\$10.85	496	998	1,494	F
0600 - 0700	\$20.20	385	1,008	1,393	F	\$18.10	354	915	1,269	E	\$18.05	454	1,102	1,556	F	\$18.05	458	1,099	1,557	F	\$10.10	460	1,192	1,652	F
0700 - 0800	\$15.00	353	1,244	1,597	F	\$15.00	394	1,363	1,757	F	\$15.75	387	1,365	1,752	F	\$13.95	385	1,335	1,720	F	\$7.95	357	1,238	1,595	F
0800 - 0900	\$10.10	279	1,291	1,570	F	\$10.10	274	1,447	1,721	F	\$10.10	267	1,438	1,705	F	\$10.85	290	1,414	1,704	F	\$6.95	256	1,269	1,525	F
0900 - 1000	\$6.95	205	951	1,156	D	\$7.95	238	1,194	1,432	F	\$6.95	214	1,142	1,356	F	\$7.95	214	1,142	1,356	F	\$4.20	212	907	1,119	D

	Monday 08/19/19					Tuesday 08/20/19					Wednesday 08/21/19					Thursday 08/22/19					Friday 08/23/19				
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	\$9.45	488	1,002	1,490	F	\$9.45	467	1,022	1,489	F	\$9.45	504	1,076	1,580	F	\$9.45	161	226	387	A	\$5.30	4	37	41	A
0500 - 0600	\$21.90	539	881	1,420	F	\$21.45	660	906	1,566	F	\$18.40	529	722	1,251	E	\$18.15	291	614	905	C	\$10.85	23	105	128	A
0600 - 0700	\$20.20	428	966	1,394	F	\$18.10	369	828	1,197	D	\$18.05	477	1,021	1,498	F	\$18.05	572	983	1,555	F	\$10.10	49	306	355	A
0700 - 0800	\$15.00	359	1,356	1,715	F	\$15.00	412	1,275	1,687	F	\$15.75	384	1,278	1,662	F	\$13.95	474	1,322	1,796	F	\$7.95	64	340	404	B
0800 - 0900	\$10.10	285	1,450	1,735	F	\$10.10	193	770	963	C	\$10.10	275	1,483	1,758	F	\$10.85	282	1,328	1,610	F	\$6.95	65	347	412	B
0900 - 1000	\$6.95	217	1,061	1,278	E	\$7.95	243	1,293	1,536	F	\$6.95	199	1,203	1,402	F	\$7.95	224	1,260	1,484	F	\$4.20	61	377	438	B

	Monday 08/26/19					Tuesday 08/27/19					Wednesday 08/28/19					Thursday 08/29/19					Friday 08/30/19				
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
0400 - 0500	\$9.45	519	1,064	1,583	F	\$9.45	469	1,028	1,497	F	\$9.45	506	1,095	1,601	F	\$9.05	506	1,175	1,681	F	\$5.30	432	727	1,159	D
0500 - 0600	\$21.90	586	836	1,422	F	\$21.45	653	906	1,559	F	\$18.40	553	757	1,310	E	\$10.45	554	791	1,345	E	\$9.65	470	922	1,392	F
0600 - 0700	\$20.20	445	947	1,392	F	\$18.10	406	870	1,276	E	\$18.05	507	1,071	1,578	F	\$9.70	447	1,135	1,582	F	\$9.05	482	1,174	1,656	F
0700 - 0800	\$15.00	399	1,327	1,726	F	\$15.00	401	1,337	1,738	F	\$15.75	411	1,255	1,666	F	\$11.05	404	1,124	1,528	F	\$8.00	346	1,134	1,480	F
0800 - 0900	\$10.10	279	1,407	1,686	F	\$10.10	261	1,446	1,707	F	\$10.10	273	1,448	1,721	F	\$9.60	290	1,367	1,657	F	\$5.30	195	1,119	1,314	E
0900 - 1000	\$6.95	199	1,083	1,282	E	\$7.95	207	1,282	1,489	F	\$6.95	248	1,213	1,461	F	\$6.95	204	1,184	1,388	F	\$4.20	146	768	914	C

Westbound AM Peak - I-15 North to County Line

AM Time	Monday 07/29/19					Tuesday 07/30/19					Wednesday 07/31/19					Thursday 08/01/19					Friday 08/02/19				
	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																\$5.30	273	647	920	C	\$2.95	207	614	821	C
0500 - 0600																\$14.15	410	1,034	1,444	F	\$6.85	304	708	1,012	D
0600 - 0700																\$14.50	338	1,010	1,348	E	\$6.85	275	1,021	1,296	E
0700 - 0800																\$11.40	225	1,054	1,279	E	\$6.85	201	898	1,099	D
0800 - 0900																\$8.85	159	966	1,125	D	\$5.30	154	758	912	C
0900 - 1000																\$5.30	181	791	972	C	\$2.95	168	630	798	B

AM Time	Monday 08/05/19					Tuesday 08/06/19					Wednesday 08/07/19					Thursday 08/08/19					Friday 08/09/19				
	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	\$6.85	308	756	1,064	D	\$5.30	262	699	961	C	\$5.30	290	695	985	C	\$5.30	281	671	952	C	\$2.95	237	606	843	C
0500 - 0600	\$18.00	391	1,011	1,402	F	\$17.25	408	1,018	1,426	F	\$15.55	413	1,001	1,414	F	\$14.15	401	928	1,329	E	\$6.85	330	814	1,144	D
0600 - 0700	\$19.35	332	1,004	1,336	E	\$17.55	351	1,049	1,400	E	\$19.65	363	1,002	1,365	E	\$14.50	360	1,056	1,416	F	\$6.85	301	899	1,200	D
0700 - 0800	\$12.80	210	1,031	1,241	E	\$13.45	233	1,079	1,312	E	\$12.45	205	1,071	1,276	E	\$11.40	202	1,015	1,217	E	\$6.85	190	907	1,097	D
0800 - 0900	\$8.85	177	929	1,106	D	\$8.85	161	987	1,148	D	\$6.85	163	987	1,150	D	\$8.85	171	966	1,137	D	\$5.30	163	803	966	C
0900 - 1000	\$5.30	159	726	885	C	\$5.30	150	789	939	C	\$5.30	163	797	960	C	\$5.30	165	760	925	C	\$2.95	157	637	794	B

AM Time	Monday 08/12/19					Tuesday 08/13/19					Wednesday 08/14/19					Thursday 08/15/19					Friday 08/16/19				
	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	\$6.85	266	729	995	C	\$5.30	291	678	969	C	\$5.30	282	699	981	C	\$5.30	283	672	955	C	\$2.95	226	601	827	C
0500 - 0600	\$18.00	371	1,040	1,411	F	\$17.25	272	601	873	C	\$15.55	441	982	1,423	F	\$14.15	395	1,041	1,436	F	\$6.85	326	838	1,164	D
0600 - 0700	\$19.35	305	911	1,216	E	\$17.55	378	1,030	1,408	F	\$19.65	325	974	1,299	E	\$14.50	331	955	1,286	E	\$6.85	269	917	1,186	D
0700 - 0800	\$12.80	182	956	1,138	D	\$13.45	254	1,208	1,462	F	\$12.45	209	1,033	1,242	E	\$11.40	192	1,053	1,245	E	\$6.85	188	926	1,114	D
0800 - 0900	\$8.85	169	1,042	1,211	E	\$8.85	180	1,129	1,309	E	\$6.85	142	1,100	1,242	E	\$8.85	172	1,043	1,215	E	\$5.30	151	892	1,043	D
0900 - 1000	\$5.30	156	770	926	C	\$5.30	129	923	1,052	D	\$5.30	114	883	997	C	\$5.30	128	866	994	C	\$2.95	118	693	811	C

AM Time	Monday 08/19/19					Tuesday 08/20/19					Wednesday 08/21/19					Thursday 08/22/19					Friday 08/23/19				
	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	\$6.85	281	744	1,025	D	\$5.30	267	676	943	C	\$5.30	259	701	960	C	\$5.30	113	203	316	A	\$2.95	2	9	11	A
0500 - 0600	\$18.00	417	1,067	1,484	F	\$17.25	438	1,053	1,491	F	\$15.55	441	1,054	1,495	F	\$14.15	2	24	26	A	\$6.85	11	37	48	A
0600 - 0700	\$19.35	328	972	1,300	E	\$17.55	361	997	1,358	E	\$19.65	379	1,002	1,381	E	\$14.50	298	755	1,053	D	\$6.85	18	95	113	A
0700 - 0800	\$12.80	198	999	1,197	D	\$13.45	228	1,140	1,368	E	\$12.45	250	1,177	1,427	F	\$11.40	271	1,112	1,383	E	\$6.85	15	100	115	A
0800 - 0900	\$8.85	168	1,021	1,189	D	\$8.85	114	682	796	B	\$6.85	151	1,129	1,280	E	\$8.85	181	1,290	1,471	F	\$5.30	37	141	178	A
0900 - 1000	\$5.30	102	775	877	C	\$5.30	127	1,028	1,155	D	\$5.30	126	903	1,029	D	\$5.30	133	967	1,100	D	\$2.95	33	151	184	A

PM Time	Monday 08/26/19					Tuesday 08/27/19					Wednesday 08/28/19					Thursday 08/29/19					Friday 08/30/19				
	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	\$6.85	289	720	1,009	D	\$5.30	263	648	911	C	\$5.30	314	704	1,018	D	\$5.30	292	709	1,001	D	\$2.95	233	571	804	C
0500 - 0600	\$18.00	432	1,010	1,442	F	\$17.25	390	964	1,354	E	\$15.55	420	1,055	1,475	F	\$8.85	419	940	1,359	E	\$6.85	323	817	1,140	D
0600 - 0700	\$19.35	387	992	1,379	E	\$17.55	373	1,059	1,432	F	\$19.65	405	1,055	1,460	F	\$8.85	371	1,149	1,520	F	\$6.85	293	875	1,168	D
0700 - 0800	\$12.80	240	1,087	1,327	E	\$13.45	287	1,201	1,488	F	\$12.45	257	1,203	1,460	F	\$8.85	271	1,148	1,419	F	\$5.30	202	899	1,101	D
0800 - 0900	\$8.85	158	1,083	1,241	E	\$8.85	180	1,225	1,405	F	\$6.85	156	1,126	1,282	E	\$8.85	170	1,161	1,331	E	\$5.30	137	820	957	C
0900 - 1000	\$5.30	108	811	919	C	\$5.30	108	911	1,019	D	\$5.30	123	875	998	C	\$5.30	120	857	977	C	\$2.95	86	593	679	B

RCTC OPERATIONAL HIGHLIGHTS

On-road Operations

RCTC Freeway Service Patrol (FSP) responded to 103 calls during the month of August. Of those calls, 84 were to assist disabled vehicles, 7 were to remove debris, 12 were in response to accidents.

6C Transponder Technology

Planning for the transition to the new transponder technology is underway. The lane systems have been upgraded. The new sticker transponders have been received and will be distributed after OCTA completes the upgrade of their lane system. Changes to the back-office system to process the new transponders and make changes to the customer account plan are being finalized and will be released to the customer once both the RCTC and OCTA lane system upgrades are performed. A series of customer communication has been prepared to facilitate the process for providing the new transponders to customers.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	8/31/2019 Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 10,276,311.56	\$ 6,098,183.33	\$ 4,178,128.23	68.5
Fee Revenue	1,342,939.71	880,050.00	462,889.71	52.6
Total operating revenues	11,619,251.27	6,978,233.33	4,641,017.94	66.5
Operating expenses:				
Salaries and Benefits	197,945.06	225,566.67	27,621.61	12.2
Legal Services	(61,885.91) ²	58,333.33	120,219.24	206.1
Advisory Services	1,463.38 ²	12,500.00	11,036.62	88.3
Audit and Accounting Fees	-	7,833.33	7,833.33	100.0
Service Fees	(567.66) ²	4,333.33	4,900.99	113.1
Other Professional Services	(28,552.70) ²	245,983.33	274,536.03	111.6
Lease Expense	29,170.00	42,750.00	13,580.00	31.8
Operations	234,032.91	604,750.00	370,717.09	61.3
Utilities	(3,799.01) ²	10,416.67	14,215.68	136.5
Supplies and Materials	28.58	833.33	804.75	96.6
Membership and Subscription Fees	-	4,166.67	4,166.67	100.0
Office Equipment & Furniture (Non-Capital)	-	833.33	833.33	100.0
Maintenance/Repairs	(7,748.25) ²	58,300.00	66,048.25	113.3
Training Seminars and Conferences	-	750.00	750.00	100.0
Transportation Expenses	79.84	1,250.00	1,170.16	93.6
Lodging	840.90	1,166.67	325.77	27.9
Meals	318.96	166.67	(152.29)	(91.4)
Other Staff Expenses	123.00	166.67	43.67	26.2
Advertising	(2,950.50) ²	31,666.67	34,617.17	109.3
Program Management	(0.54) ²	-	0.54	N/A
Program Operations	1,423,196.33	1,776,116.67	352,920.34	19.9
Litigation Settlement	-	1,666.67	1,666.67	100.0
Furniture & Equipment	(0.16) ²	125,000.00	125,000.16	100.0
Improvements	16,032.27	2,683.33	(13,348.94)	(497.5)
Bad Debt Expense	6.54	-	(6.54)	N/A
Total operating expenses	1,797,733.04	3,217,233.33	1,419,500.29	44.1
Operating income (loss)	9,821,518.23	3,761,000.00	6,060,518.23	161.1
Nonoperating revenues (expenses):				
Interest Revenue	98,773.47	253,683.33	(154,909.86)	61.1
Other Miscellaneous Revenue	580,493.50	-	580,493.50	N/A
Interest Expense	-	(1,186,650.00)	1,186,650.00	(100.0)
Total nonoperating revenues (expenses)	679,266.97	(932,966.67)	1,612,233.64	172.8
Transfers In	-	-	-	N/A
Transfers Out	-	(509,916.67)	509,916.67	(100.0)
Net income (loss)	\$ 10,500,785.20	\$ 2,318,116.67	\$ 8,182,668.53	353.0

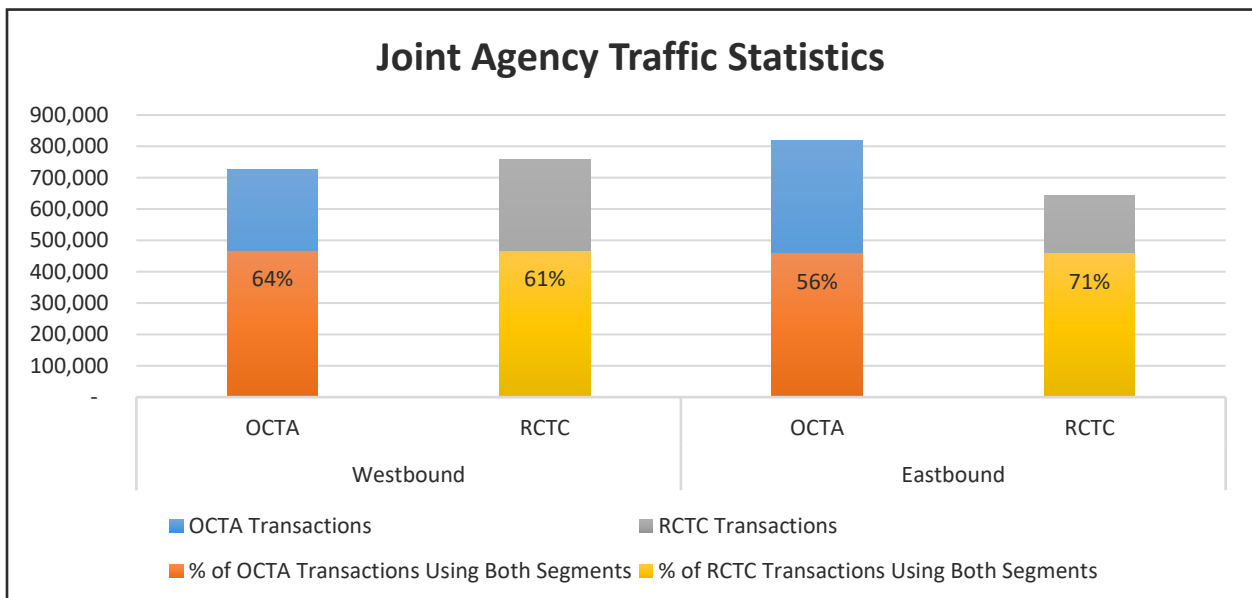
¹ Unaudited

² Negatives are the result of FY2018/19 accruals

JOINT AGENCY TRIP AND REVENUE STATISTICS

August-19 MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	725,771	464,748	64%	\$ 1,860,018
RCTC	757,662	464,748	61%	\$ 3,624,544
I-15	316,208	201,477	64%	\$ 1,495,543
McKinley	441,454	263,271	60%	\$ 2,129,001
Eastbound				
OCTA	819,960	457,372	56%	\$ 2,811,143
RCTC	644,419	457,372	71%	\$ 2,008,980
I-15	237,205	180,851	76%	\$ 506,403
McKinley	407,214	276,521	68%	\$ 1,502,576

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	Reporting Period	PERFORMANCE STANDARD	Aug-19 Performance
CUSTOMER SERVICE			
** Call Wait Time	Monthly	Not to exceed 2 minutes	3:45
** Abandon Rate	Monthly	No more than 4.0%	5.5%
Customer Satisfaction	Monthly	At least 75 outbound calls	76
VIOLATION PROCESSING			
Response Time	Monthly	Within 2 business days of receipt	0.6
CUSA Violation Collection Rate	Quarterly	70% or more	
CUSA Violation Collection Rate	Annually	74% or more	
TRAFFIC OPERATIONS			
Initial & Secondary Review s	Monthly	Equal to or less than 15 days	0.8
* Plate Misread Errors	Monthly	Equal to or less than 0.4%	0.01%
CAS Response Time	Monthly	0:20 (minutes) per call	0:14
ACCOUNTING			
OCTA Exceptions	Monthly	No more than 3	0
RCTC Exceptions	Monthly	No more than 3	0
INFORMATION TECHNOLOGY			
Back-office System Uptime	Monthly	99% Availability	100%
Network Uptime	Monthly	99% Availability	100%

CUSA = Cofiroute USA; CAS = OCTA Customer Assistance Specialists

* Plate Misread Error performance is current after a 60-day hold-back period; therefore, percentage reported here is for 2 months prior to the month of this report.

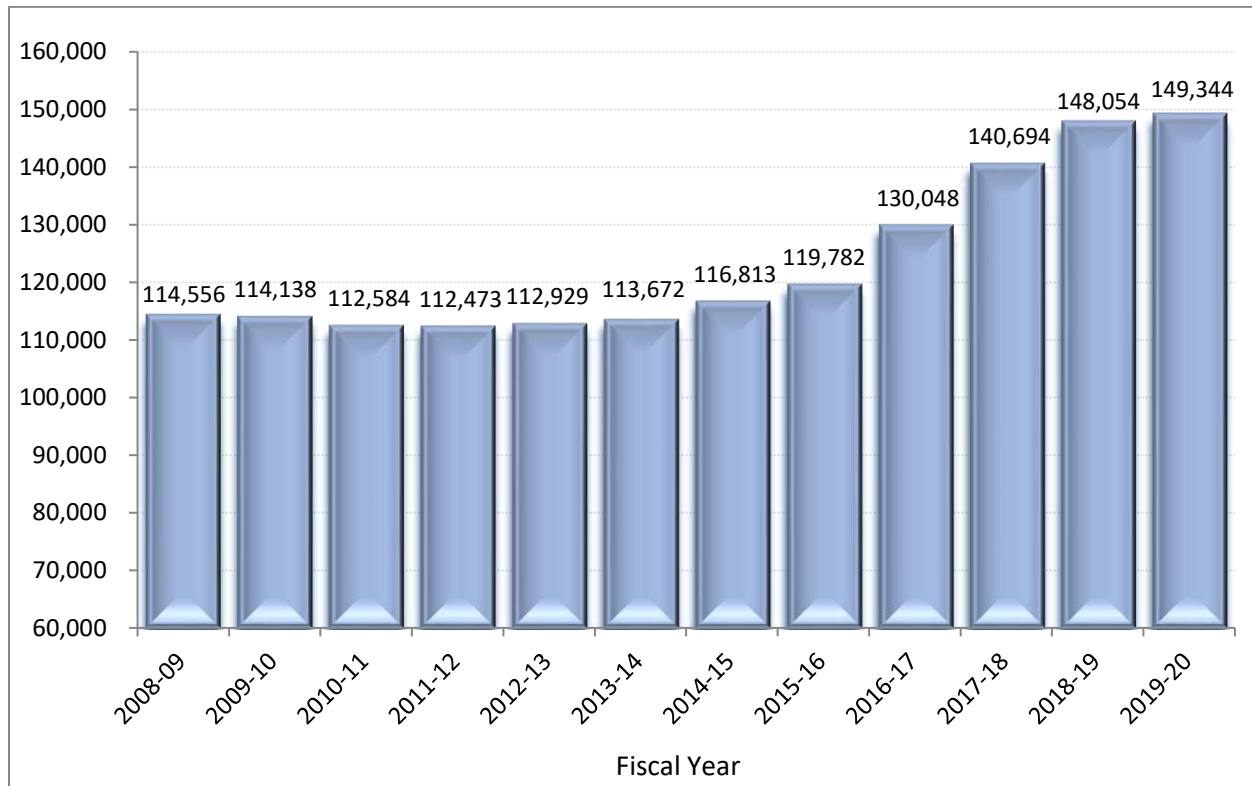
**In August 2019 the CSC received 5,918 (+9%) more calls compared to the same time last year. The increase in call volumes is attributed to TCA's implementation of their 6C transponder program.

JOINT AGENCY TRANSPONDER DISTRIBUTION

TRANSPONDER DISTRIBUTION	August-19		July-19		FY 2019-20	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	1,586	52.1%	1,442	46.9%	1,514	49.5%
Additional Tags to Existing Accounts	889	29.2%	919	29.9%	904	29.6%
Replacement Transponders	567	18.6%	713	23.2%	640	20.9%
Total Issued	3,042		3,074		3,058	
Returned						
Account Closures	440	39.9%	505	37.3%	473	38.4%
Accounts Downsizing	114	10.3%	169	12.5%	142	11.5%
Defective Transponders	550	49.8%	680	50.2%	615	50.0%
Total Returned	1,104		1,354		1,229	

At the end of August 2019, the 91 Express Lanes had 149,344 active customer accounts, and 227,580 transponders classified as Assigned.

Number of Accounts by Fiscal Year
As of August 31, 2019



Incoming Email Activity

During August, the Anaheim Processing Center received 3,918 emails.



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



Status Report
September 2019

As of September 30, 2019

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the OCTA 91 Express Lanes for September 2019 was 1,477,581. This represents a daily average of 49,253. This is a 4.2% increase in total traffic volume from the same period last year, which totaled 1,417,450. Potential toll revenue for the month was \$4,440,347, which represents an increase of 6.5% from the prior year's total of \$4,169,154. Carpool percentage for the month was 25.86% as compared to the previous year's rate of 25.97%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the month of September 2019.

Current Month-to-Date (MTD) as of September 30, 2019

Trips	Sep-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Sep-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,095,487	1,092,774	2,713	0.2%	1,049,290	4.4%
3+ Lanes	382,094	296,879	85,215	28.7%	368,160	3.8%
Total Gross Trips	1,477,581	1,389,653	87,928	6.3%	1,417,450	4.2%
Revenue						
Full Toll Lanes	\$4,373,645	\$4,572,414	(\$198,769)	(4.3%)	\$4,104,552	6.6%
3+ Lanes	\$66,703	\$83,394	(\$16,691)	(20.0%)	\$64,603	3.3%
Total Gross Revenue	\$4,440,347	\$4,655,808	(\$215,460)	(4.6%)	\$4,169,154	6.5%
Average Revenue per Trip						
Average Full Toll Lanes	\$3.99	\$4.18	(\$0.19)	(4.5%)	\$3.91	2.0%
Average 3+ Lanes	\$0.17	\$0.28	(\$0.11)	(39.3%)	\$0.18	(5.6%)
Average Gross Revenue	\$3.01	\$3.35	(\$0.34)	(10.1%)	\$2.94	2.4%

The 2020 fiscal year-to-date traffic volume increased by 2.3% and potential toll revenue increased by 2.9%, when compared with the same period last year. Year-to-date average revenue per-trip is \$2.97.

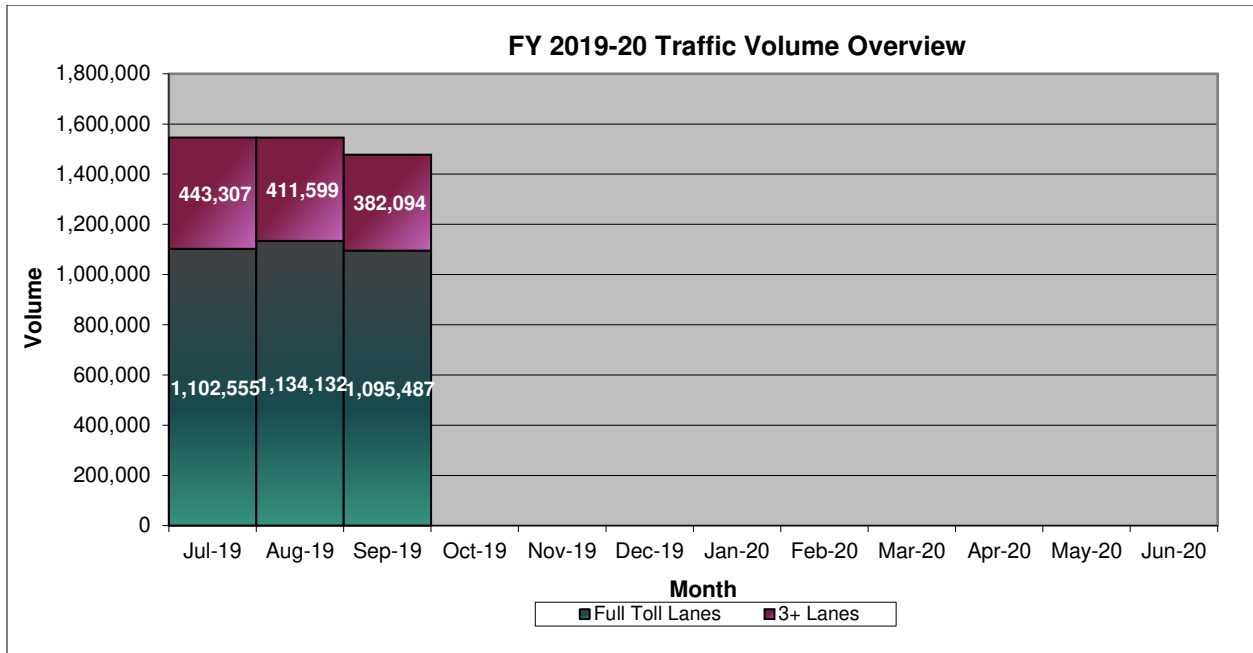
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the months of July 2019 through September 2019.

FY 2019-20 Year to Date as of September 30, 2019

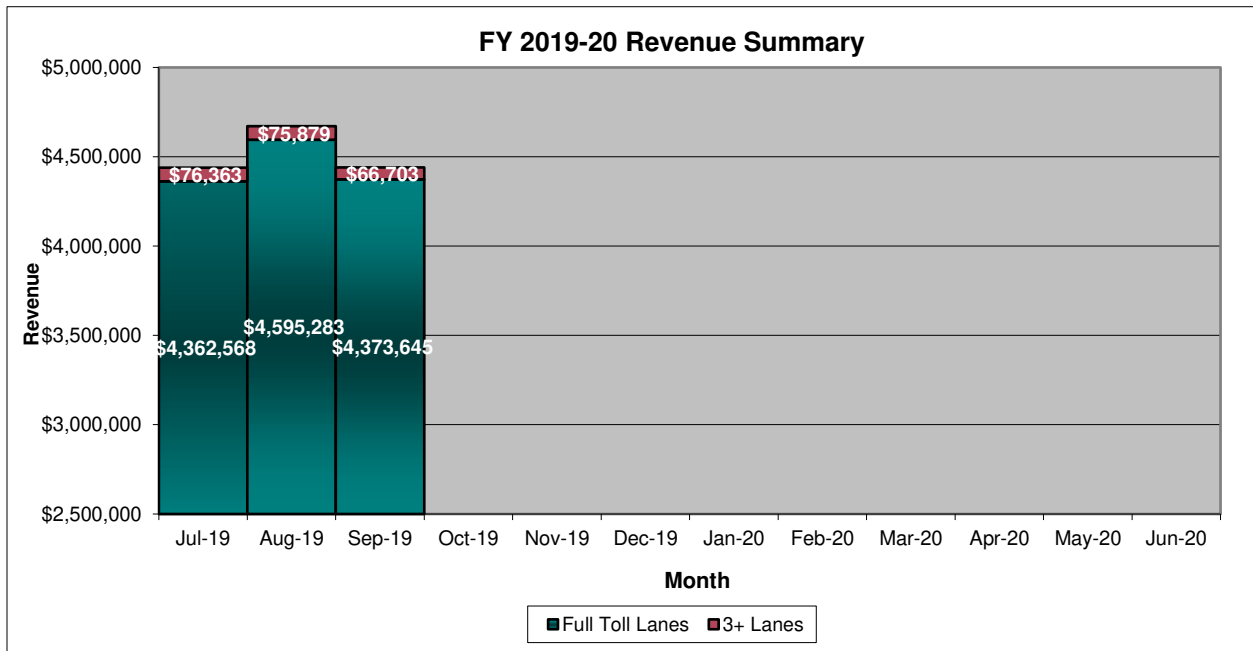
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	3,332,174	3,315,930	16,244	0.5%	3,280,307	1.6%
3+ Lanes	1,237,000	1,040,432	196,568	18.9%	1,187,420	4.2%
Total Gross Trips	4,569,174	4,356,362	212,812	4.9%	4,467,727	2.3%
Revenue						
Full Toll Lanes	\$13,331,495	\$13,828,769	(\$497,274)	(3.6%)	\$12,944,382	3.0%
3+ Lanes	\$218,945	\$252,085	(\$33,140)	(13.1%)	\$228,306	(4.1%)
Total Gross Revenue	\$13,550,440	\$14,080,854	(\$530,414)	(3.8%)	\$13,172,688	2.9%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.00	\$4.17	(\$0.17)	(4.1%)	\$3.95	1.3%
Average 3+ Lanes	\$0.18	\$0.24	(\$0.06)	(25.0%)	\$0.19	(5.3%)
Average Gross Revenue	\$2.97	\$3.23	(\$0.26)	(8.0%)	\$2.95	0.7%

OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



Peak traffic hour in the eastbound direction reached or exceeded 90% or more of defined capacity 17 times during the month of September 2019. As demonstrated on the next chart, westbound peak hour traffic volumes top out at 81% of defined capacity.

OCTA EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 09/02/19				Tuesday 09/03/19				Wednesday 09/04/19				Thursday 09/05/19				Friday 09/06/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$4.45	414	1,040	31%	\$5.15	470	2,756	81%	\$5.15	452	2,983	88%	\$6.70	506	3,224	95%	\$7.10	532	3,177	93%
1500 - 1600	\$4.45	422	977	29%	\$5.75	666	2,792	82%	\$7.75	702	2,987	88%	\$6.75	598	2,647	78%	\$9.15	509	1,810	53%
1600 - 1700	\$4.45	431	978	29%	\$5.50	425	2,888	85%	\$7.50	426	2,845	84%	\$8.30	490	2,348	69%	\$8.95	536	2,696	79%
1700 - 1800	\$4.45	407	880	26%	\$5.40	496	2,863	84%	\$6.40	489	2,965	87%	\$8.70	460	2,530	74%	\$7.05	508	2,846	84%
1800 - 1900	\$4.45	484	987	29%	\$3.95	562	2,856	84%	\$3.95	609	2,939	86%	\$4.85	625	2,968	87%	\$6.55	649	2,789	82%
1900 - 2000	\$4.45	501	994	29%	\$3.85	601	2,455	72%	\$3.85	645	2,512	74%	\$5.60	621	2,521	74%	\$6.05	640	2,240	66%

PM Time	Monday 09/09/19				Tuesday 09/10/19				Wednesday 09/11/19				Thursday 09/12/19				Friday 09/13/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	466	2,769	81%	\$5.15	461	2,812	83%	\$5.15	476	2,874	85%	\$6.70	488	3,158	93%	\$7.10	531	3,113	92%
1500 - 1600	\$5.50	675	3,003	88%	\$5.75	639	2,786	82%	\$7.75	712	3,045	90%	\$6.75	659	2,956	87%	\$9.15	740	2,626	77%
1600 - 1700	\$5.35	474	2,964	87%	\$5.50	423	2,861	84%	\$7.50	476	2,853	84%	\$8.30	515	2,810	83%	\$8.95	539	2,874	85%
1700 - 1800	\$5.30	495	2,977	88%	\$5.40	476	2,886	85%	\$6.40	501	2,924	86%	\$8.70	421	2,332	69%	\$7.05	603	3,115	92%
1800 - 1900	\$5.50	621	2,730	80%	\$3.95	523	2,723	80%	\$3.95	661	2,956	87%	\$4.85	643	3,095	91%	\$6.55	610	2,848	84%
1900 - 2000	\$3.85	483	1,966	58%	\$3.85	588	2,501	74%	\$3.85	589	2,455	72%	\$5.60	723	2,814	83%	\$6.05	681	2,355	69%

PM Time	Monday 09/16/19				Tuesday 09/17/19				Wednesday 09/18/19				Thursday 09/19/19				Friday 09/20/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	474	2,721	80%	\$5.15	449	2,857	84%	\$5.15	482	3,007	88%	\$6.70	473	3,124	92%	\$7.10	567	3,128	92%
1500 - 1600	\$5.50	626	3,010	89%	\$5.75	677	2,859	84%	\$7.75	682	2,807	83%	\$6.75	643	3,020	89%	\$9.15	731	2,706	80%
1600 - 1700	\$5.35	498	2,958	87%	\$5.50	446	2,975	88%	\$7.50	430	2,744	81%	\$8.30	501	2,974	87%	\$8.95	466	2,738	81%
1700 - 1800	\$5.30	519	3,050	90%	\$5.40	510	3,037	89%	\$6.40	481	2,845	84%	\$8.70	433	2,446	72%	\$7.05	542	2,816	83%
1800 - 1900	\$5.50	620	2,665	78%	\$3.95	650	3,087	91%	\$3.95	642	3,046	90%	\$4.85	610	2,868	84%	\$6.55	667	2,874	85%
1900 - 2000	\$3.85	465	1,751	52%	\$3.85	583	2,415	71%	\$3.85	693	2,833	83%	\$5.60	726	2,782	82%	\$6.05	669	2,295	68%

PM Time	Monday 09/23/19				Tuesday 09/24/19				Wednesday 09/25/19				Thursday 09/26/19				Friday 09/27/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	461	2,636	78%	\$5.15	428	2,899	85%	\$5.15	462	3,002	88%	\$6.70	463	3,209	94%	\$7.10	580	3,210	94%
1500 - 1600	\$5.50	634	3,018	89%	\$5.75	622	2,739	81%	\$7.75	621	2,831	83%	\$6.75	651	3,125	92%	\$9.15	754	2,719	80%
1600 - 1700	\$5.35	454	2,869	84%	\$5.50	422	2,793	82%	\$7.50	420	2,784	82%	\$8.30	534	2,973	87%	\$8.95	542	2,878	85%
1700 - 1800	\$5.30	516	2,937	86%	\$5.40	479	2,765	81%	\$6.40	477	2,826	83%	\$8.70	429	2,565	75%	\$7.05	613	2,953	87%
1800 - 1900	\$5.50	674	2,802	82%	\$3.95	535	2,678	79%	\$3.95	651	2,921	86%	\$4.85	687	3,131	92%	\$6.55	692	2,674	79%
1900 - 2000	\$3.85	483	1,865	55%	\$3.85	714	2,787	82%	\$3.85	677	2,709	80%	\$5.60	617	2,434	72%	\$6.05	630	2,007	59%

PM Time	Monday 09/30/19				Tuesday 10/01/19				Wednesday 10/02/19				Thursday 10/03/19				Friday 10/04/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	419	2,572	76%																
1500 - 1600	\$5.50	663	3,141	92%																
1600 - 1700	\$5.35	445	2,851	84%																
1700 - 1800	\$5.30	545	3,162	93%																
1800 - 1900	\$5.50	635	2,573	76%																
1900 - 2000	\$3.85	482	1,951	57%																

OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 09/02/19				Tuesday 09/03/19				Wednesday 09/04/19				Thursday 09/05/19				Friday 09/06/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$1.70	48	110	3%	\$3.05	825	2,582	76%	\$3.05	903	2,650	78%	\$3.05	879	2,633	77%	\$3.05	741	2,099	62%
0500 - 0600	\$1.70	77	217	6%	\$4.95	946	2,671	79%	\$4.95	942	2,490	73%	\$4.95	861	2,375	70%	\$4.70	836	2,459	72%
0600 - 0700	\$2.50	63	200	6%	\$5.15	610	2,059	61%	\$5.15	657	2,178	64%	\$5.15	715	2,219	65%	\$4.95	674	2,245	66%
0700 - 0800	\$2.50	150	353	10%	\$5.65	514	2,237	66%	\$5.65	461	2,149	63%	\$5.65	505	2,292	67%	\$5.50	444	2,061	61%
0800 - 0900	\$2.50	239	638	19%	\$5.15	323	2,244	66%	\$5.15	314	2,269	67%	\$5.15	345	2,226	65%	\$4.95	293	1,996	59%
0900 - 1000	\$3.70	449	1,008	30%	\$4.10	314	2,292	67%	\$4.10	285	2,312	68%	\$4.10	294	2,118	62%	\$4.10	305	1,848	54%

AM Time	Monday 09/09/19				Tuesday 09/10/19				Wednesday 09/11/19				Thursday 09/12/19				Friday 09/13/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	875	2,669	79%	\$3.05	831	2,581	76%	\$3.05	871	2,531	74%	\$3.05	881	2,543	75%	\$3.05	761	2,094	62%
0500 - 0600	\$4.95	934	2,547	75%	\$4.95	1002	2,766	81%	\$4.95	975	2,613	77%	\$4.95	948	2,589	76%	\$4.70	845	2,453	72%
0600 - 0700	\$5.15	651	2,129	63%	\$5.15	595	2,022	59%	\$5.15	676	2,238	66%	\$5.15	699	2,295	68%	\$4.95	633	2,196	65%
0700 - 0800	\$5.65	487	2,283	67%	\$5.65	508	2,216	65%	\$5.65	499	2,176	64%	\$5.65	506	2,279	67%	\$5.50	457	1,974	58%
0800 - 0900	\$5.15	295	2,120	62%	\$5.15	311	2,067	61%	\$5.15	333	2,226	65%	\$5.15	313	2,319	68%	\$4.95	325	1,948	57%
0900 - 1000	\$4.10	293	2,130	63%	\$4.10	282	2,159	64%	\$4.10	285	2,162	64%	\$4.10	305	2,212	65%	\$4.10	262	1,752	52%

AM Time	Monday 09/16/19				Tuesday 09/17/19				Wednesday 09/18/19				Thursday 09/19/19				Friday 09/20/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	863	2,649	78%	\$3.05	849	2,579	76%	\$3.05	927	2,690	79%	\$3.05	850	2,532	74%	\$3.05	734	2,052	60%
0500 - 0600	\$4.95	923	2,511	74%	\$4.95	1034	2,723	80%	\$4.95	914	2,478	73%	\$4.95	934	2,466	73%	\$4.70	887	2,507	74%
0600 - 0700	\$5.15	666	2,172	64%	\$5.15	624	2,054	60%	\$5.15	674	2,129	63%	\$5.15	665	2,226	65%	\$4.95	653	2,259	66%
0700 - 0800	\$5.65	476	2,230	66%	\$5.65	482	2,262	67%	\$5.65	534	2,342	69%	\$5.65	494	2,283	67%	\$5.50	427	1,963	58%
0800 - 0900	\$5.15	281	2,056	60%	\$5.15	336	2,291	67%	\$5.15	305	2,283	67%	\$5.15	328	2,229	66%	\$4.95	292	1,915	56%
0900 - 1000	\$4.10	278	2,016	59%	\$4.10	289	2,285	67%	\$4.10	276	2,208	65%	\$4.10	310	2,230	66%	\$4.10	291	1,870	55%

AM Time	Monday 09/23/19				Tuesday 09/24/19				Wednesday 09/25/19				Thursday 09/26/19				Friday 09/27/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	870	2,637	78%	\$3.05	797	2,689	79%	\$3.05	837	2,639	78%	\$3.05	881	2,606	77%	\$3.05	749	2,148	63%
0500 - 0600	\$4.95	747	2,274	67%	\$4.95	932	2,712	80%	\$4.95	816	2,492	73%	\$4.95	884	2,554	75%	\$4.70	759	2,303	68%
0600 - 0700	\$5.15	541	1,984	58%	\$5.15	627	2,063	61%	\$5.15	633	2,236	66%	\$5.15	651	2,204	65%	\$4.95	659	2,323	68%
0700 - 0800	\$5.65	460	2,138	63%	\$5.65	438	2,213	65%	\$5.65	453	2,211	65%	\$5.65	477	2,194	65%	\$5.50	457	2,039	60%
0800 - 0900	\$5.15	325	2,142	63%	\$5.15	284	2,133	63%	\$5.15	288	2,351	69%	\$5.15	274	2,242	66%	\$4.95	292	1,800	53%
0900 - 1000	\$4.10	258	2,089	61%	\$4.10	312	2,337	69%	\$4.10	256	2,255	66%	\$4.10	269	2,168	64%	\$4.10	387	1,785	53%

AM Time	Monday 09/30/19				Tuesday 10/01/19				Wednesday 10/02/19				Thursday 10/03/19				Friday 10/04/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	877	2,689	79%																
0500 - 0600	\$4.95	822	2,504	74%																
0600 - 0700	\$5.15	622	2,071	61%																
0700 - 0800	\$5.65	415	2,038	60%																
0800 - 0900	\$5.15	270	2,047	60%																
0900 - 1000	\$4.10	307	2,049	60%																

OCTA OPERATIONAL HIGHLIGHTS

On-road Operations

OCTA Customer Assistance Specialists (CAS) responded to 91 calls during the month of September. Of those calls, 77 were to assist disabled vehicles and 7 call to remove debris. There were 7 accidents in the Express Lanes and 1 of those accidents originated in the SR91 general-purpose lanes that affected the Express Lanes.

Electronic Toll and Traffic Management System Project Update

An agreement with Kapsch TrafficCom USA, Inc., (Kapsch) was executed in June 2018 to provide toll lane system integrator services for the design, installation, operations, and maintenance of the electronic toll and traffic management system for the 91 Express Lanes. This new lane system will be able to read the new 6C protocol as well as the current Title 21 protocol. Following RCTC's completion of their lane system installation on the 91 Express Lanes, OCTA completed installation of the lane system on the westbound gantries during a 55-hour closure on the weekend of August 23rd. The eastbound lane system installation is targeted for the weekend of October 4th.

6C Transition Update

In addition to the lane system replacement, the back-office system will need to be modified in order to process the new transponders and changes to the customer account plans. Modification to the back-office system will commence when the lane system installations for both OCTA and RCTC have been completed. Distribution of the new 6C transponders to customers will begin after the back-office system changes have been made. OCTA and RCTC have prepared a series of customer communication to be provided to customers to facilitate the transition to the new protocol and changes to the account plans.

Amendment to the Three-Party Operating Agreement

As referenced above, due to the back-office system changes, an amendment to the OCTA, RCTC, Cofiroute USA (CUSA) Operating Agreement is required. Staff from both OCTA and RCTC have been in negotiations with CUSA for the amendment. It is anticipated there will be no change to the maximum obligation of the contract. The amendment is expected to be finalized in the next few months.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 9/30/2019		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll revenue	\$ 12,548,956.42	\$ 13,286,733.00	\$ (737,776.58)	(5.6)
Fee revenue	1,880,700.76	880,052.00	1,000,648.76	113.7
Total operating revenues	14,429,657.18	14,166,785.00	262,872.18	1.9
Operating expenses:				
Contracted services	1,516,906.78	1,849,260.00	332,353.22	18.0
Administrative fee	708,720.00	709,971.00	1,251.00	0.2
Other professional services	(8,268.66)	939,356.00	947,624.66	100.9
Credit card processing fees	312,561.54	355,590.00	43,028.46	12.1
Toll road account servicing	165,800.32	620,500.00	454,699.68	73.3
Other insurance expense	93,273.75	62,475.00	(30,798.75)	(49.3)
Toll road maintenance supply repairs	70,963.05	118,751.00	47,787.95	40.2
Patrol services	170,690.14	244,905.00	74,214.86	30.3
Building equipment repairs and maint	(32,873.57)	81,556.00	114,429.57	140.3
6C Transponders	-	62,500.00	62,500.00	100.0
Other services	(16,806.00)	8,749.00	25,555.00	292.1
Utilities	6,984.85	18,369.00	11,384.15	62.0
Office expense	(759.16)	88,805.00	89,564.16	100.9
Bad debt expense	35,916.31	-	(35,916.31)	N/A
Miscellaneous ⁽²⁾	3,121.20	29,620.00	26,498.80	89.5
Leases	93,289.00	114,954.00	21,665.00	18.8
Total operating expenses	3,119,519.55	5,305,361.00	2,185,841.45	41.2
Depreciation and amortization ⁽³⁾	851,208.01	-	(851,208.01)	N/A
Operating income (loss)	10,458,929.62	8,861,424.00	1,597,505.62	18.0
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	45,200.00	-	45,200.00	N/A
Interest income	1,551,032.50	949,023.00	602,009.50	63.4
Interest expense	(1,178,487.42)	(1,178,016.00)	(471.42)	(0.0)
Other	13,160.66	-	13,160.66	N/A
Total nonoperating revenues (expenses)	430,905.74	(228,993.00)	659,898.74	288.2
Transfers in	-	-	-	N/A
Transfers out	-	(5,000.00)	5,000.00	100.0
Net income (loss)	\$ 10,889,835.36	\$ 8,627,431.00	\$ 2,262,404.36	26.2

¹Actual 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.

²Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

³Depreciation and amortization are not budgeted items.

Capital Asset Activity

During the three months ending September 30, 2019, capital asset activities included \$5,920 for the computer equipment and \$97,358 for transponder purchases.

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the RCTC 91 Express Lanes for September 2019 was 1,300,290. This represents a daily average of 43,343. This is a 5.1% increase in total traffic volume from the same period last year, which totaled 1,237,747. Potential toll revenue for the month was \$5,361,366, which represents an increase of 24.5% from the prior year's total of \$4,307,975. Carpool percentage for the month was 24.29% as compared to the previous year's rate of 23.83%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the month of September 2019.

Current Month-to-Date (MTD) as of September 30, 2019

Trips	SEP-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	SEP-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	984,484	976,886	7,598	0.8%	942,845	4.4%
3+ Lanes	315,806	303,000	12,806	4.2%	294,902	7.1%
Total Gross Trips	1,300,290	1,279,886	20,404	1.6%	1,237,747	5.1%
Revenue						
Full Toll Lanes	\$5,326,713	\$3,809,843	\$1,516,870	39.8%	\$4,278,176	24.5%
3+ Lanes	\$34,653	\$0	\$34,653		\$29,799	16.3%
Total Gross Revenue	\$5,361,366	\$3,809,843	\$1,551,523	40.7%	\$4,307,975	24.5%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.41	\$3.90	\$1.51	38.7%	\$4.54	19.2%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.10	10.0%
Average Gross Revenue	\$4.12	\$2.98	\$1.14	38.3%	\$3.48	18.4%

The 2020 fiscal year-to-date (YTD) traffic volume is 3.3% higher when compared with the same period last year. The 2020 fiscal year-to-date revenue is 18.4% higher than for the same period last year. The traffic and revenue increases are attributed to higher demand and increase toll rates to manage the demand. Year-to-date average revenue per-trip is \$4.05.

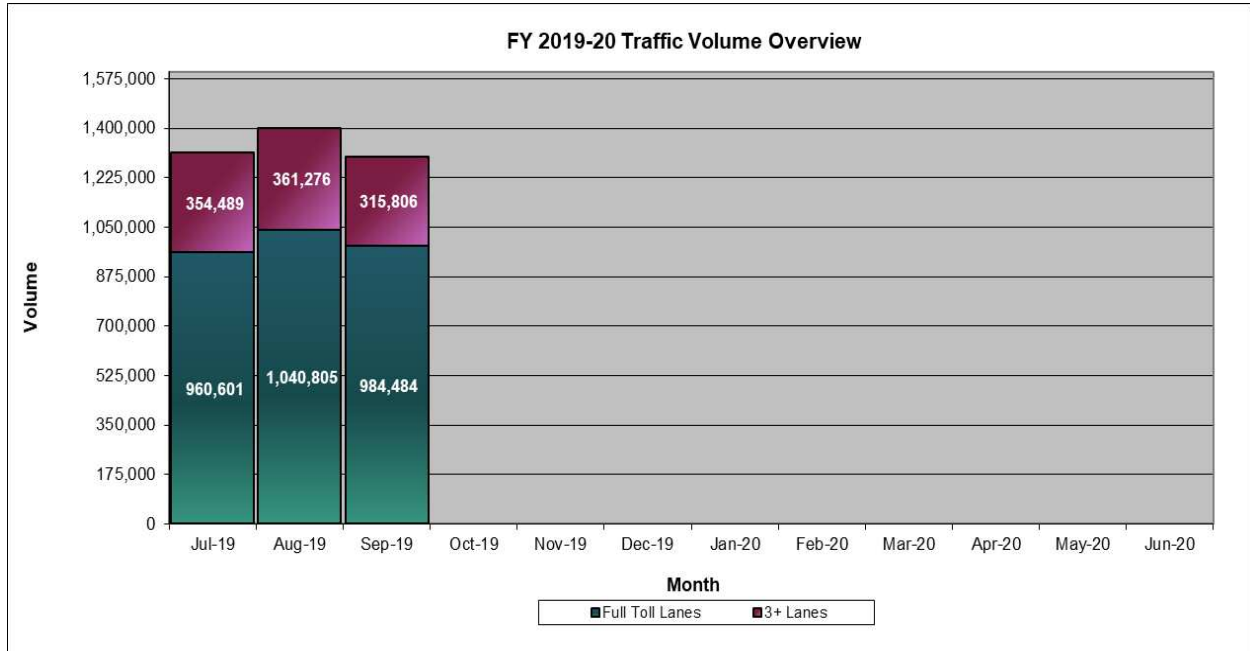
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the months of July 2019 through September 2019.

FY 2019-20 Year to Date as of September 30, 2019

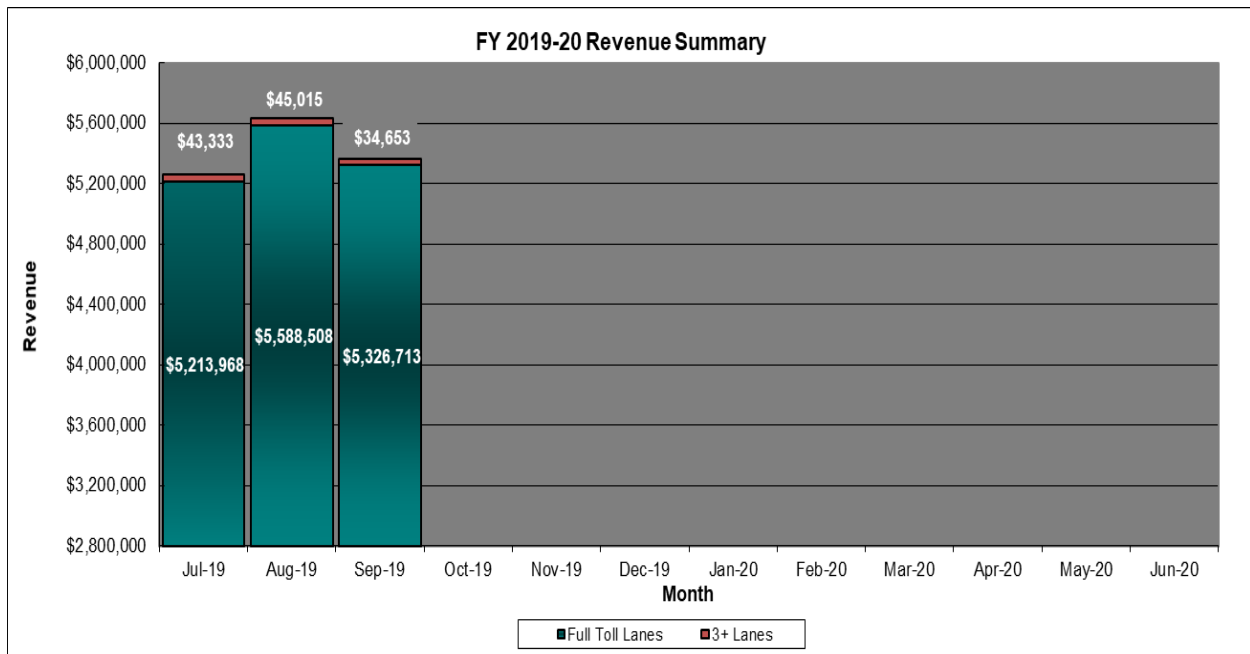
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	2,985,890	3,012,800	(26,910)	(0.9%)	2,944,870	1.4%
3+ Lanes	1,031,571	976,143	55,428	5.7%	944,106	9.3%
Total Gross Trips	4,017,461	3,988,943	28,518	0.7%	3,888,976	3.3%
Revenue						
Full Toll Lanes	\$16,129,189	\$11,740,443	\$4,388,746	37.4%	\$13,622,632	18.4%
3+ Lanes	\$123,001	\$0	\$123,001		\$107,755	14.1%
Total Gross Revenue	\$16,252,190	\$11,740,443	\$4,511,747	38.4%	\$13,730,387	18.4%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.40	\$3.90	\$1.50	38.5%	\$4.63	16.6%
Average 3+ Lanes	\$0.12	\$0.00	\$0.12		\$0.11	9.1%
Average Gross Revenue	\$4.05	\$2.94	\$1.11	37.8%	\$3.53	14.7%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

RCTC evaluates traffic volumes for peak period hours where Express Lanes performance is degraded quarterly and either increases or decreases tolls. The next quarterly adjustment is scheduled for January 1, 2020.

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 09/02/19					Tuesday 09/03/19					Wednesday 09/04/19					Thursday 09/05/19					Friday 09/06/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.25	190	307	497	B	\$6.95	247	930	1,177	D	\$7.95	253	1,110	1,363	F	\$10.50	270	1,070	1,340	F	\$19.65	318	1,001	1,319	F
1500 - 1600	\$2.25	185	267	452	B	\$6.95	342	906	1,248	E	\$8.85	362	883	1,245	E	\$12.00	338	831	1,169	D	\$19.35	298	692	990	C
1600 - 1700	\$2.25	200	249	449	B	\$5.30	176	1,077	1,253	E	\$5.30	207	898	1,105	D	\$8.15	240	817	1,057	D	\$11.10	302	954	1,256	E
1700 - 1800	\$2.25	201	212	413	B	\$5.30	197	910	1,107	D	\$5.30	230	857	1,087	D	\$5.30	247	856	1,103	D	\$6.95	290	942	1,232	E
1800 - 1900	\$2.25	214	238	452	B	\$5.30	232	787	1,019	D	\$5.30	287	797	1,084	D	\$5.30	291	836	1,127	D	\$6.95	340	894	1,234	E
1900 - 2000	\$2.25	233	229	462	B	\$4.20	229	660	889	C	\$4.20	274	679	953	C	\$5.30	256	735	991	C	\$5.30	323	740	1,063	D

PM Time	Monday 09/09/19					Tuesday 09/10/19					Wednesday 09/11/19					Thursday 09/12/19					Friday 09/13/19				
	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	\$5.30	244	1,048	1,292	E	\$6.95	260	999	1,259	E	\$7.95	253	1,006	1,259	E	\$10.50	283	1,060	1,343	F	\$19.65	315	1,005	1,320	F
1500 - 1600	\$8.00	346	877	1,223	E	\$6.95	313	950	1,263	E	\$8.85	391	901	1,292	E	\$12.00	330	925	1,255	E	\$19.35	381	792	1,173	D
1600 - 1700	\$5.30	241	871	1,112	D	\$5.30	192	929	1,121	D	\$5.30	226	912	1,138	D	\$8.15	201	922	1,123	D	\$11.10	243	979	1,222	E
1700 - 1800	\$5.30	250	838	1,088	D	\$5.30	172	858	1,030	D	\$5.30	240	822	1,062	D	\$5.30	176	782	958	C	\$6.95	264	1,034	1,298	E
1800 - 1900	\$5.30	292	731	1,023	D	\$5.30	239	785	1,024	D	\$5.30	318	763	1,081	D	\$5.30	264	938	1,202	E	\$6.95	327	963	1,290	E
1900 - 2000	\$2.25	204	554	758	B	\$4.20	248	747	995	C	\$4.20	262	662	924	C	\$5.30	291	907	1,198	D	\$5.30	332	779	1,111	D

PM Time	Monday 09/16/19					Tuesday 09/17/19					Wednesday 09/18/19					Thursday 09/19/19					Friday 09/20/19				
	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	\$5.30	269	968	1,237	E	\$6.95	238	1,039	1,277	E	\$7.95	253	1,075	1,328	F	\$10.50	249	1,163	1,412	F	\$19.65	336	1,163	1,499	F
1500 - 1600	\$8.00	316	887	1,203	E	\$6.95	287	930	1,217	E	\$8.85	308	928	1,236	E	\$12.00	308	994	1,302	F	\$19.35	370	874	1,244	E
1600 - 1700	\$5.30	237	888	1,125	D	\$5.30	159	967	1,126	D	\$5.30	191	962	1,153	D	\$8.15	212	935	1,147	D	\$11.10	221	1,058	1,279	E
1700 - 1800	\$5.30	211	877	1,088	D	\$5.30	182	957	1,139	D	\$5.30	198	887	1,085	D	\$5.30	194	875	1,069	D	\$6.95	274	1,119	1,393	F
1800 - 1900	\$5.30	246	727	973	C	\$5.30	250	856	1,106	D	\$5.30	285	893	1,178	D	\$5.30	267	908	1,175	D	\$6.95	319	1,196	1,515	F
1900 - 2000	\$2.25	168	560	728	B	\$4.20	236	657	893	C	\$4.20	239	820	1,059	D	\$5.30	283	891	1,174	D	\$5.30	313	1,020	1,333	F

PM Time	Monday 09/23/19					Tuesday 09/24/19					Wednesday 09/25/19					Thursday 09/26/19					Friday 09/27/19				
	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	\$5.30	248	954	1,202	E	\$6.95	231	1,055	1,286	E	\$7.95	241	1,075	1,316	F	\$10.50	265	1,127	1,392	F	\$19.65	303	1,069	1,372	F
1500 - 1600	\$8.00	323	923	1,246	E	\$6.95	286	985	1,271	E	\$8.85	285	941	1,226	E	\$12.00	298	976	1,274	E	\$19.35	356	872	1,228	E
1600 - 1700	\$5.30	184	889	1,073	D	\$5.30	162	918	1,080	D	\$5.30	195	951	1,146	D	\$8.15	225	1,007	1,232	E	\$11.10	259	1,027	1,286	E
1700 - 1800	\$5.30	219	794	1,013	D	\$5.30	214	842	1,056	D	\$5.30	212	894	1,106	D	\$5.30	184	907	1,091	D	\$6.95	252	991	1,243	E
1800 - 1900	\$5.30	306	770	1,076	D	\$5.30	255	789	1,044	D	\$5.30	270	906	1,176	D	\$5.30	285	932	1,217	E	\$6.95	280	811	1,091	D
1900 - 2000	\$2.25	228	557	785	B	\$4.20	263	765	1,028	D	\$4.20	249	841	1,090	D	\$5.30	233	791	1,024	D	\$5.30	249	692	941	C

PM Time	Monday 09/30/19					Tuesday 10/01/19					Wednesday 10/02/19					Thursday 10/03/19					Friday 10/04/19				
	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	\$5.30	245	893	1,138	D																				
1500 - 1600	\$8.00	315	930	1,245	E																				
1600 - 1700	\$5.30	199	970	1,169	D																				
1700 - 1800	\$5.30	213	910	1,123	D																				
1800 - 1900	\$5.30	275	765	1,040	D																				
1900 - 2000	\$2.25	215	596	811	C																				

Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 09/02/19					Tuesday 09/03/19					Wednesday 09/04/19					Thursday 09/05/19					Friday 09/06/19				
	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	\$1.95	113	167	280	A	\$2.95	126	704	830	C	\$2.95	129	771	900	C	\$5.30	143	768	911	C	\$5.30	146	656	802	C
1500 - 1600	\$1.95	115	161	276	A	\$2.95	155	568	723	B	\$5.30	163	632	795	B	\$5.30	146	597	743	B	\$2.95	143	437	580	B
1600 - 1700	\$1.95	87	163	250	A	\$2.95	92	663	755	B	\$2.95	99	605	704	B	\$2.95	123	556	679	B	\$2.95	152	581	733	B
1700 - 1800	\$1.95	99	150	249	A	\$2.95	107	561	668	B	\$2.95	127	563	690	B	\$2.95	133	636	769	B	\$2.95	124	566	690	B
1800 - 1900	\$1.95	130	144	274	A	\$2.95	126	584	710	B	\$2.95	151	611	762	B	\$2.95	142	587	729	B	\$2.95	129	525	654	B
1900 - 2000	\$1.95	143	160	303	A	\$2.95	130	546	676	B	\$2.95	165	502	667	B	\$2.95	168	567	735	B	\$2.95	163	484	647	B

PM Time	Monday 09/09/19					Tuesday 09/10/19					Wednesday 09/11/19					Thursday 09/12/19					Friday 09/13/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	126	691	817	C	\$2.95	138	731	869	C	\$2.95	149	789	938	C	\$5.30	126	761	887	C	\$5.30	167	764	931	C
1500 - 1600	\$2.95	177	650	827	C	\$2.95	178	635	813	C	\$5.30	183	627	810	C	\$5.30	144	645	789	B	\$2.95	143	521	664	B
1600 - 1700	\$2.95	134	645	779	B	\$2.95	85	672	757	B	\$2.95	122	601	723	B	\$2.95	101	589	690	B	\$2.95	125	652	777	B
1700 - 1800	\$2.95	125	554	679	B	\$2.95	85	616	701	B	\$2.95	118	554	672	B	\$2.95	104	537	641	B	\$2.95	142	668	810	C
1800 - 1900	\$2.95	137	483	620	B	\$2.95	122	543	665	B	\$2.95	166	562	728	B	\$2.95	133	612	745	B	\$2.95	144	677	821	C
1900 - 2000	\$2.95	123	392	515	B	\$2.95	136	543	679	B	\$2.95	161	552	713	B	\$2.95	152	653	805	C	\$2.95	194	608	802	C

PM Time	Monday 09/16/19					Tuesday 09/17/19					Wednesday 09/18/19					Thursday 09/19/19					Friday 09/20/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	129	638	767	B	\$2.95	125	690	815	C	\$2.95	143	801	944	C	\$5.30	117	737	854	C	\$5.30	164	694	858	C
1500 - 1600	\$2.95	143	647	790	B	\$2.95	128	675	803	C	\$5.30	151	605	756	B	\$5.30	127	664	791	B	\$2.95	166	594	760	B
1600 - 1700	\$2.95	114	560	674	B	\$2.95	115	695	810	C	\$2.95	88	647	735	B	\$2.95	86	618	704	B	\$2.95	108	584	692	B
1700 - 1800	\$2.95	100	618	718	B	\$2.95	96	584	680	B	\$2.95	112	606	718	B	\$2.95	94	579	673	B	\$2.95	121	624	745	B
1800 - 1900	\$2.95	140	524	664	B	\$2.95	123	636	759	B	\$2.95	129	589	718	B	\$2.95	123	542	665	B	\$2.95	146	663	809	C
1900 - 2000	\$2.95	104	365	469	B	\$2.95	158	491	649	B	\$2.95	138	599	737	B	\$2.95	173	569	742	B	\$2.95	158	569	727	B

PM Time	Monday 09/23/19					Tuesday 09/24/19					Wednesday 09/25/19					Thursday 09/26/19					Friday 09/27/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	123	647	770	B	\$2.95	118	749	867	C	\$2.95	149	840	989	C	\$5.30	129	819	948	C	\$5.30	162	768	930	C
1500 - 1600	\$2.95	148	687	835	C	\$2.95	143	643	786	B	\$5.30	167	657	824	C	\$5.30	150	690	840	C	\$2.95	172	630	802	C
1600 - 1700	\$2.95	102	638	740	B	\$2.95	97	654	751	B	\$2.95	73	626	699	B	\$2.95	125	679	804	C	\$2.95	111	623	734	B
1700 - 1800	\$2.95	126	569	695	B	\$2.95	104	579	683	B	\$2.95	110	620	730	B	\$2.95	96	515	611	B	\$2.95	101	591	692	B
1800 - 1900	\$2.95	179	552	731	B	\$2.95	103	572	675	B	\$2.95	141	598	739	B	\$2.95	140	617	757	B	\$2.95	135	544	679	B
1900 - 2000	\$2.95	121	403	524	B	\$2.95	142	633	775	B	\$2.95	146	600	746	B	\$2.95	141	545	686	B	\$2.95	130	388	518	B

PM Time	Monday 09/30/19					Tuesday 10/01/19					Wednesday 10/02/19					Thursday 10/03/19					Friday 10/04/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	110	656	766	B																				
1500 - 1600	\$2.95	148	738	886	C																				
1600 - 1700	\$2.95	102	634	736	B																				
1700 - 1800	\$2.95	111	673	784	B																				
1800 - 1900	\$2.95	143	559	702	B																				
1900 - 2000	\$2.95	129	399	528	B																				

RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line																									
	Monday09/02/17					Tuesday09/03/17					Wednesday09/04/17					Thursday09/05/17					Friday09/06/17				
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	\$1.55	17	29	46	A	\$9.45	449	1,071	1,520	F	\$9.45	514	1,174	1,688	F	\$9.45	504	1,074	1,578	F	\$5.30	433	704	1,137	D
0500 - 0600	\$1.55	39	64	103	A	\$21.45	640	959	1,599	F	\$18.40	581	706	1,287	E	\$18.15	496	627	1,123	D	\$10.85	540	1,025	1,565	F
0600 - 0700	\$1.55	30	63	93	A	\$18.10	355	790	1,145	D	\$18.05	440	938	1,378	F	\$18.05	549	998	1,547	F	\$10.10	536	1,158	1,694	F
0700 - 0800	\$1.55	89	133	222	A	\$15.00	405	1,225	1,630	F	\$15.75	384	1,136	1,520	F	\$13.95	434	1,299	1,733	F	\$7.95	377	1,244	1,621	F
0800 - 0900	\$1.55	159	255	414	B	\$10.10	252	1,386	1,638	F	\$10.10	247	1,346	1,593	F	\$10.85	297	1,515	1,812	F	\$6.95	240	1,216	1,456	F
0900 - 1000	\$2.25	238	327	565	B	\$7.95	185	1,320	1,505	F	\$6.95	175	1,311	1,486	F	\$7.95	172	1,223	1,395	F	\$4.20	168	912	1,080	D
	Monday09/09/17					Tuesday09/10/17					Wednesday09/11/17					Thursday09/12/17					Friday09/13/17				
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	\$9.45	504	1,074	1,578	F	\$9.45	440	1,029	1,469	F	\$9.45	482	1,049	1,531	F	\$9.45	481	1,067	1,548	F	\$5.30	416	725	1,141	D
0500 - 0600	\$21.90	591	805	1,396	F	\$21.45	704	1,005	1,709	F	\$18.40	566	721	1,287	E	\$18.15	614	757	1,371	F	\$10.85	530	986	1,516	F
0600 - 0700	\$20.20	428	832	1,260	E	\$18.10	368	751	1,119	D	\$18.05	495	943	1,438	F	\$18.05	476	968	1,444	F	\$10.10	493	1,172	1,665	F
0700 - 0800	\$15.00	425	1,238	1,663	F	\$15.00	443	1,203	1,646	F	\$15.75	425	1,180	1,605	F	\$13.95	404	1,295	1,699	F	\$7.95	392	1,228	1,620	F
0800 - 0900	\$10.10	271	1,426	1,697	F	\$10.10	275	1,420	1,695	F	\$10.10	266	1,432	1,698	F	\$10.85	205	1,422	1,627	F	\$6.95	201	1,186	1,387	F
0900 - 1000	\$6.95	161	1,155	1,316	E	\$7.95	169	1,208	1,377	F	\$6.95	210	1,156	1,366	F	\$7.95	138	1,186	1,324	E	\$4.20	134	877	1,011	D
	Monday09/16/17					Tuesday09/17/17					Wednesday09/18/17					Thursday09/19/17					Friday09/20/17				
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	\$9.45	483	1,082	1,565	F	\$9.45	483	1,073	1,556	F	\$9.45	530	1,123	1,653	F	\$9.45	473	1,088	1,561	F	\$5.30	415	691	1,106	D
0500 - 0600	\$21.90	563	779	1,342	E	\$21.45	693	963	1,656	F	\$18.40	535	695	1,230	E	\$18.15	543	669	1,212	E	\$10.85	538	1,042	1,580	F
0600 - 0700	\$20.20	432	836	1,268	E	\$18.10	397	784	1,181	D	\$18.05	492	886	1,378	F	\$18.05	481	942	1,423	F	\$10.10	523	1,214	1,737	F
0700 - 0800	\$15.00	402	1,265	1,667	F	\$15.00	401	1,235	1,636	F	\$15.75	449	1,256	1,705	F	\$13.95	416	1,285	1,701	F	\$7.95	380	1,236	1,616	F
0800 - 0900	\$10.10	170	1,396	1,566	F	\$10.10	191	1,440	1,631	F	\$10.10	190	1,427	1,617	F	\$10.85	152	1,456	1,608	F	\$6.95	147	1,220	1,367	F
0900 - 1000	\$6.95	176	1,091	1,267	E	\$7.95	154	1,198	1,352	F	\$6.95	171	1,303	1,474	F	\$7.95	152	1,237	1,389	F	\$4.20	159	954	1,113	D
	Monday09/23/17					Tuesday09/24/17					Wednesday09/25/17					Thursday09/26/17					Friday09/27/17				
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	\$9.45	439	1,132	1,571	F	\$9.45	368	1,265	1,633	F	\$9.45	422	1,160	1,582	F	\$9.45	492	1,077	1,569	F	\$5.30	389	735	1,124	D
0500 - 0600	\$21.90	458	917	1,375	F	\$21.45	601	994	1,595	F	\$18.40	428	804	1,232	E	\$18.15	509	817	1,326	E	\$10.85	435	959	1,394	F
0600 - 0700	\$20.20	324	948	1,272	E	\$18.10	348	836	1,184	D	\$18.05	384	989	1,373	F	\$18.05	370	976	1,346	E	\$10.10	434	1,218	1,652	F
0700 - 0800	\$15.00	289	1,268	1,557	F	\$15.00	310	1,394	1,704	F	\$15.75	325	1,255	1,580	F	\$13.95	378	1,205	1,583	F	\$7.95	322	1,337	1,659	F
0800 - 0900	\$10.10	119	1,502	1,621	F	\$10.10	148	1,451	1,599	F	\$10.10	185	1,507	1,692	F	\$10.85	228	1,414	1,642	F	\$6.95	169	1,167	1,336	E
0900 - 1000	\$6.95	136	1,099	1,235	E	\$7.95	195	1,267	1,462	F	\$6.95	191	1,297	1,488	F	\$7.95	176	1,195	1,371	F	\$4.20	208	740	948	C
	Monday09/30/17					Tuesday10/01/17					Wednesday10/02/17					Thursday10/03/17					Friday10/04/17				
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	\$9.45	482	1,112	1,594	F																				
0500 - 0600	\$21.90	443	903	1,346	E																				
0600 - 0700	\$20.20	343	906	1,249	E																				
0700 - 0800	\$15.00	261	1,323	1,584	F																				
0800 - 0900	\$10.10	92	1,487	1,579	F																				
0900 - 1000	\$6.95	195	1,121	1,316	E																				

Westbound AM Peak - I-15 North to County Line

AM Time	Monday 09/02/19					Tuesday 09/03/19					Wednesday 09/04/19					Thursday 09/05/19					Friday 09/06/19				
	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	\$1.95	30	27	57	A	\$5.30	292	782	1,074	D	\$5.30	292	735	1,027	D	\$5.30	288	726	1,014	D	\$2.95	217	642	859	C
0500 - 0600	\$1.95	33	78	111	A	\$17.25	404	1,027	1,431	F	\$15.55	439	1,017	1,456	F	\$14.15	411	938	1,349	E	\$6.85	352	836	1,188	D
0600 - 0700	\$1.95	30	86	116	A	\$17.55	368	1,006	1,374	E	\$19.65	386	1,000	1,386	E	\$14.50	321	895	1,216	E	\$6.85	330	986	1,316	E
0700 - 0800	\$1.95	49	95	144	A	\$13.45	271	1,129	1,400	E	\$12.45	256	1,173	1,429	F	\$11.40	281	1,233	1,514	F	\$6.85	217	994	1,211	E
0800 - 0900	\$1.95	68	159	227	A	\$8.85	172	1,254	1,426	F	\$6.85	172	1,330	1,502	F	\$8.85	157	1,155	1,312	E	\$5.30	152	915	1,067	D
0900 - 1000	\$1.95	154	246	400	A	\$5.30	122	962	1,084	D	\$5.30	110	975	1,085	D	\$5.30	116	840	956	C	\$2.95	103	674	777	B

AM Time	Monday 09/09/19					Tuesday 09/10/19					Wednesday 09/11/19					Thursday 09/12/19					Friday 09/13/19				
	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	\$6.85	301	790	1,091	D	\$5.30	296	758	1,054	D	\$5.30	306	727	1,033	D	\$5.30	297	700	997	C	\$2.95	259	639	898	C
0500 - 0600	\$18.00	440	1,003	1,443	F	\$17.25	444	1,017	1,461	F	\$15.55	472	1,043	1,515	F	\$14.15	433	1,024	1,457	F	\$6.85	376	823	1,199	D
0600 - 0700	\$19.35	366	997	1,363	E	\$17.55	370	1,000	1,370	E	\$19.65	358	1,012	1,370	E	\$14.50	384	1,039	1,423	F	\$6.85	317	966	1,283	E
0700 - 0800	\$12.80	287	1,209	1,496	F	\$13.45	313	1,221	1,534	F	\$12.45	294	1,237	1,531	F	\$11.40	305	1,202	1,507	F	\$6.85	228	974	1,202	E
0800 - 0900	\$8.85	175	1,155	1,330	E	\$8.85	177	1,390	1,567	F	\$6.85	174	1,266	1,440	F	\$8.85	145	1,250	1,395	E	\$5.30	131	896	1,027	D
0900 - 1000	\$5.30	109	855	964	C	\$5.30	118	918	1,036	D	\$5.30	133	990	1,123	D	\$5.30	99	907	1,006	D	\$2.95	67	672	739	B

AM Time	Monday 09/16/19					Tuesday 09/17/19					Wednesday 09/18/19					Thursday 09/19/19					Friday 09/20/19				
	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	\$6.85	297	787	1,084	D	\$5.30	284	730	1,014	D	\$5.30	303	782	1,085	D	\$5.30	287	727	1,014	D	\$2.95	251	628	879	C
0500 - 0600	\$18.00	412	985	1,397	E	\$17.25	427	1,002	1,429	F	\$15.55	424	1,027	1,451	F	\$14.15	438	1,034	1,472	F	\$6.85	350	869	1,219	E
0600 - 0700	\$19.35	389	1,001	1,390	E	\$17.55	374	1,024	1,398	E	\$19.65	374	1,034	1,408	F	\$14.50	397	1,067	1,464	F	\$6.85	327	1,004	1,331	E
0700 - 0800	\$12.80	299	1,210	1,509	F	\$13.45	302	1,211	1,513	F	\$12.45	293	1,220	1,513	F	\$11.40	286	1,241	1,527	F	\$6.85	227	962	1,189	D
0800 - 0900	\$8.85	141	1,168	1,309	E	\$8.85	118	1,384	1,502	F	\$6.85	155	1,266	1,421	F	\$8.85	79	1,166	1,245	E	\$5.30	101	945	1,046	D
0900 - 1000	\$5.30	111	767	878	C	\$5.30	101	977	1,078	D	\$5.30	92	939	1,031	D	\$5.30	90	928	1,018	D	\$2.95	93	661	754	B

AM Time	Monday 09/23/19					Tuesday 09/24/19					Wednesday 09/25/19					Thursday 09/26/19					Friday 09/27/19				
	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	\$6.85	243	829	1,072	D	\$5.30	225	880	1,105	D	\$5.30	241	836	1,077	D	\$5.30	299	751	1,050	D	\$2.95	238	664	902	C
0500 - 0600	\$18.00	316	1,217	1,533	F	\$17.25	369	1,070	1,439	F	\$15.55	324	1,177	1,501	F	\$14.15	375	1,101	1,476	F	\$6.85	268	857	1,125	D
0600 - 0700	\$19.35	280	1,129	1,409	F	\$17.55	349	1,070	1,419	F	\$19.65	304	1,090	1,394	E	\$14.50	310	1,109	1,419	F	\$6.85	315	1,149	1,464	F
0700 - 0800	\$12.80	195	1,271	1,466	F	\$13.45	211	1,305	1,516	F	\$12.45	210	1,258	1,468	F	\$11.40	263	1,253	1,516	F	\$6.85	205	1,032	1,237	E
0800 - 0900	\$8.85	113	1,312	1,425	F	\$8.85	93	1,330	1,423	F	\$6.85	118	1,353	1,471	F	\$8.85	170	1,364	1,534	F	\$5.30	113	875	988	C
0900 - 1000	\$5.30	88	898	986	C	\$5.30	106	1,060	1,166	D	\$5.30	111	970	1,081	D	\$5.30	118	852	970	C	\$2.95	125	659	784	B

AM Time	Monday 09/30/19					Tuesday 10/01/19					Wednesday 10/02/19					Thursday 10/03/19					Friday 10/04/19				
	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	\$6.85	254	834	1,088	D																				
0500 - 0600	\$18.00	308	1,167	1,475	F																				
0600 - 0700	\$19.35	287	1,122	1,409	F																				
0700 - 0800	\$12.80	199	1,220	1,419	F																				
0800 - 0900	\$8.85	59	1,284	1,343	E																				
0900 - 1000	\$5.30	91	819	910	C																				

RCTC OPERATIONAL HIGHLIGHTS

On-road Operations

RCTC Freeway Service Patrol (FSP) responded to 85 calls during the month of September. Of those calls, 71 were to assist disabled vehicles, 6 were to remove debris, and 8 were in response to accidents.

6C Transponder Technology

Planning for the transition to the new transponder technology is underway. The lane systems have been upgraded. Changes to the back-office system to process the new transponders and make changes to the customer account plans are being finalized and will be released to the customer along with the new sticker transponders in December of this year. A series of customer communication has been developed and will be mailed or emailed to customers over a period of several months.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	9/30/2019 Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 15,169,825.81	\$ 9,147,275.00	\$ 6,022,550.81	65.8
Fee Revenue	2,009,382.91	1,320,075.00	689,307.91	52.2
Total operating revenues	17,179,208.72	10,467,350.00	6,711,858.72	64.1
Operating expenses:				
Salaries and Benefits	241,854.05	338,350.00	96,495.95	28.5
Legal Services	36,291.03	87,500.00	51,208.97	58.5
Advisory Services	3,008.33	18,750.00	15,741.67	84.0
Audit and Accounting Fees	-	11,750.00	11,750.00	100.0
Service Fees	(567.66) ²	6,500.00	7,067.66	108.7
Other Professional Services	(11,452.10) ²	368,975.00	380,427.10	103.1
Lease Expense	56,465.41	64,125.00	7,659.59	11.9
Operations	950,662.70	907,125.00	(43,537.70)	(4.8)
Utilities	(1,229.96) ²	15,625.00	16,854.96	107.9
Supplies and Materials	178.95	1,250.00	1,071.05	85.7
Membership and Subscription Fees	6,148.25	6,250.00	101.75	1.6
Office Equipment & Furniture (Non-Capital)	-	1,250.00	1,250.00	100.0
Maintenance/Repairs	45,290.68	87,450.00	42,159.32	48.2
Training Seminars and Conferences	-	1,125.00	1,125.00	100.0
Transportation Expenses	79.84	1,875.00	1,795.16	95.7
Lodging	840.90	1,750.00	909.10	51.9
Meals	302.88	250.00	(52.88)	(21.2)
Other Staff Expenses	123.00	250.00	127.00	50.8
Advertising	(2,950.50) ²	47,500.00	50,450.50	106.2
Program Management	13,773.73	-	(13,773.73)	N/A
Program Operations	1,927,759.33	2,664,175.00	736,415.67	27.6
Litigation Settlement	-	2,500.00	2,500.00	100.0
Furniture & Equipment	(0.16) ²	187,500.00	187,500.16	100.0
Improvements	16,032.27	4,025.00	(12,007.27)	(298.3)
Bad Debt Expense	(1.40)	-	1.40	N/A
Total operating expenses	3,282,609.57	4,825,850.00	1,543,240.43	32.0
Operating income (loss)	13,896,599.15	5,641,500.00	8,255,099.15	146.3
Nonoperating revenues (expenses):				
Interest Revenue	578,455.37	380,525.00	197,930.37	(52.0)
Other Miscellaneous Revenue	580,497.11	-	580,497.11	N/A
Interest Expense	(5,393,267.00)	(1,779,975.00)	(3,613,292.00)	203.0
Total nonoperating revenues (expenses)	(4,234,314.52)	(1,399,450.00)	(2,834,864.52)	(202.6)
Transfers In	-	-	-	N/A
Transfers Out	-	(764,875.00)	764,875.00	(100.0)
Net income (loss)	\$ 9,662,284.63	\$ 3,477,175.00	\$ 6,185,109.63	177.9

¹ Unaudited

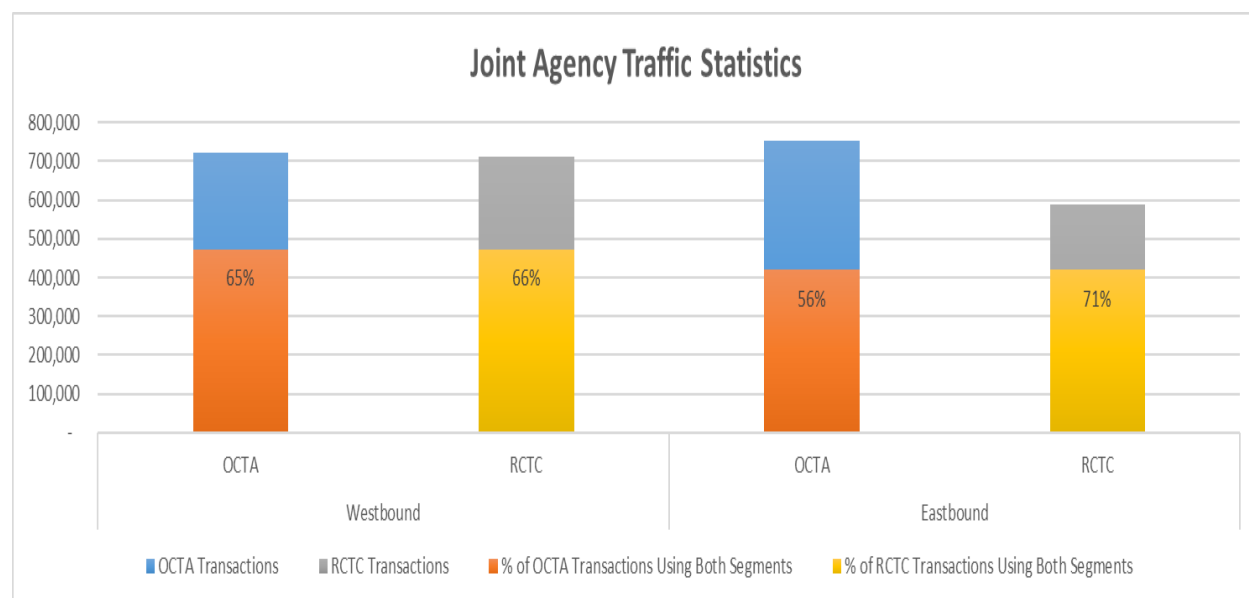
² Negatives are the result of FY2018/19 accruals

JOINT AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING September 30, 2019

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	723,414	473,075	65%	\$ 1,854,653
RCTC	712,047	473,075	66%	\$ 3,536,922
I-15	306,579	208,441	68%	\$ 1,534,134
McKinley	405,468	264,634	65%	\$ 2,002,788
Eastbound				
OCTA	754,167	420,146	56%	\$ 2,585,695
RCTC	588,243	420,146	71%	\$ 1,824,444
I-15	220,731	168,220	76%	\$ 473,835
McKinley	367,512	251,926	69%	\$ 1,350,609

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	Reporting Period	PERFORMANCE STANDARD	Sep-19 Performance
CUSTOMER SERVICE			
Call Wait Time	Monthly	Not to exceed 2 minutes	1:48
Abandon Rate	Monthly	No more than 4.0%	2.7%
Customer Satisfaction	Monthly	At least 75 outbound calls	76
VIOLATION PROCESSING			
Response Time	Monthly	Within 2 business days of receipt	0.8
CUSA Violation Collection Rate	Quarterly	70% or more	71%
CUSA Violation Collection Rate	Annually	74% or more	
TRAFFIC OPERATIONS			
Initial & Secondary Reviews	Monthly	Equal to or less than 15 days	0.8
* Plate Misread Errors	Monthly	Equal to or less than 0.4%	0.01%
CAS Response Time	Monthly	0:20 (minutes) per call	0:08
ACCOUNTING			
OCTA Exceptions	Monthly	No more than 3	0
RCTC Exceptions	Monthly	No more than 3	0
INFORMATION TECHNOLOGY			
Back-office System Uptime	Monthly	99% Availability	100%
Network Uptime	Monthly	99% Availability	100%

CUSA = Cofiroute USA; CAS = OCTA Customer Assistance Specialists

* Plate Misread Error performance is current after a 60-day hold-back period; therefore, percentage reported here is for 2 months prior to the month of this report.

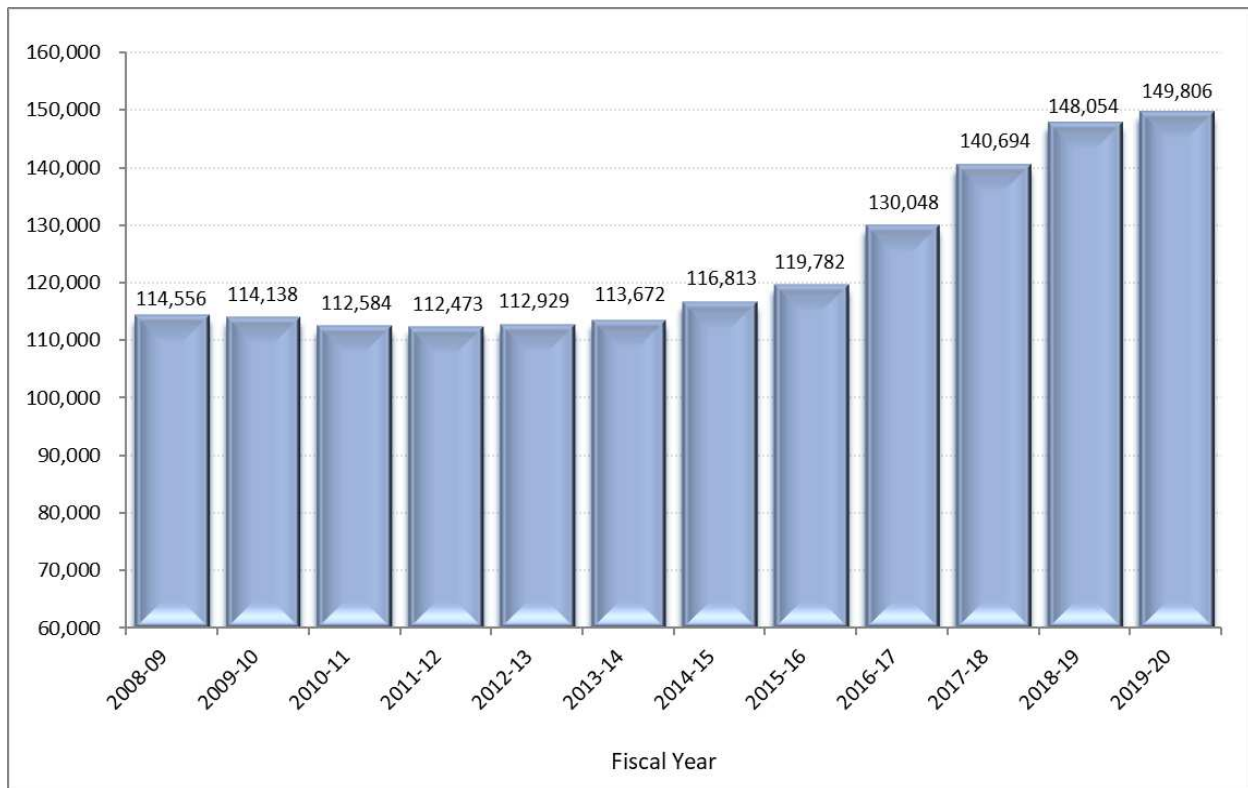
JOINT AGENCY TRANSPONDER DISTRIBUTION

TRANSPONDER DISTRIBUTION	September-19		August-19		FY 2019-20	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	1,640	54.7%	1,586	52.1%	1,556	51.2%
Additional Tags to Existing Accounts	865	28.9%	889	29.2%	891	29.3%
Replacement Transponders	492	16.4%	567	18.6%	591	19.4%
Total Issued	2,997		3,042		3,038	
Returned						
Account Closures	588	40.8%	440	39.9%	511	39.3%
Accounts Downsizing	218	15.1%	114	10.3%	167	12.8%
Defective Transponders	635	44.1%	550	49.8%	622	47.8%
Total Returned	1,441		1,104		1,300	

At the end of September 2019, the 91 Express Lanes had 149,806 active customer accounts, and 228,436 transponders classified as Assigned.

Number of Accounts by Fiscal Year

As of September 30, 2019



Incoming Email Activity

During September, the Anaheim Processing Center received 3,608 emails.



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



Status Report
October 2019

As of October 31, 2019

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the OCTA 91 Express Lanes for October 2019 was 1,527,291. This represents a daily average of 49,267. This is a 1.5% increase in total traffic volume from the same period last year, which totaled 1,505,256. Potential toll revenue for the month was \$4,789,084, which represents an increase of 5.1% from the prior year's total of \$4,557,905. Carpool percentage for the month was 23.54% as compared to the previous year's rate of 24.57%.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the month of October 2019.

Current Month-to-Date (MTD) as of October 31, 2019

Trips	Oct-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Oct-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,167,703	1,154,999	12,704	1.1%	1,135,413	2.8%
3+ Lanes	359,588	313,294	46,294	14.8%	369,843	(2.8%)
Total Gross Trips	1,527,291	1,468,293	58,998	4.0%	1,505,256	1.5%
Revenue						
Full Toll Lanes	\$4,718,326	\$4,782,171	(\$63,845)	(1.3%)	\$4,480,483	5.3%
3+ Lanes	\$70,758	\$87,220	(\$16,461)	(18.9%)	\$77,422	(8.6%)
Total Gross Revenue	\$4,789,084	\$4,869,390	(\$80,306)	(1.6%)	\$4,557,905	5.1%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.04	\$4.14	(\$0.10)	(2.4%)	\$3.95	2.3%
Average 3+ Lanes	\$0.20	\$0.28	(\$0.08)	(28.6%)	\$0.21	(4.8%)
Average Gross Revenue	\$3.14	\$3.32	(\$0.18)	(5.4%)	\$3.03	3.6%

The 2020 fiscal year-to-date traffic volume increased by 2.1% and potential toll revenue increased by 3.4%, when compared with the same period last year. Year-to-date average revenue per-trip is \$3.01.

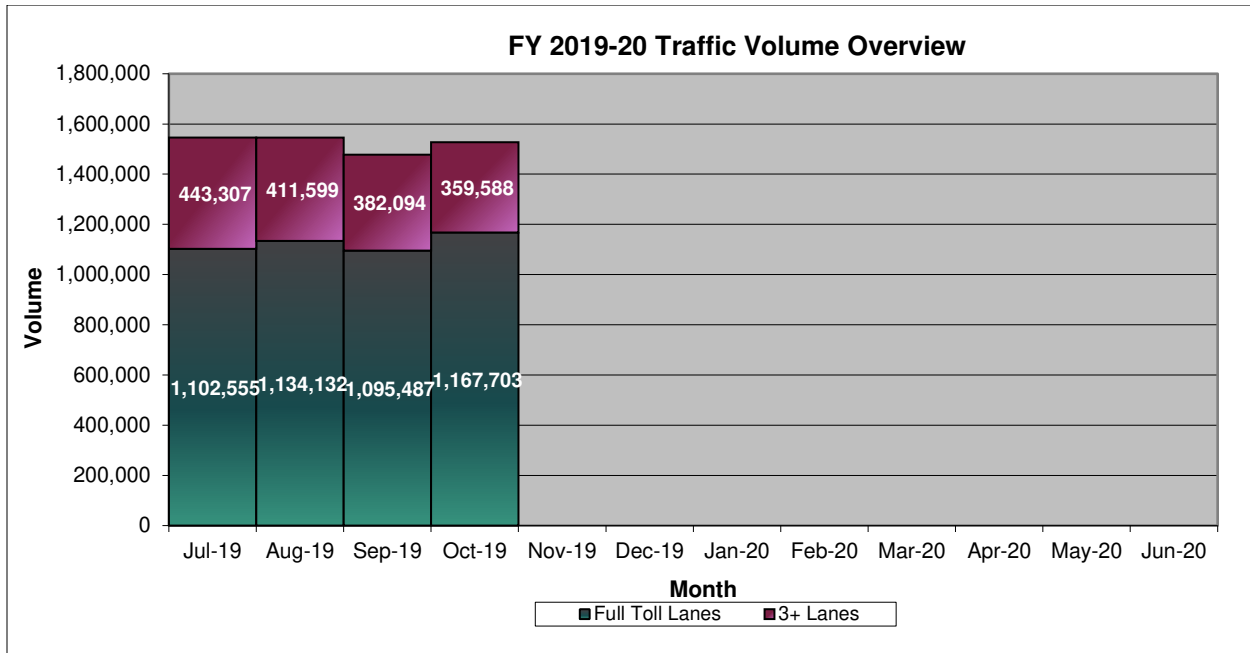
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the months of July 2019 through October 2019.

FY 2019-20 Year to Date as of October 31, 2019

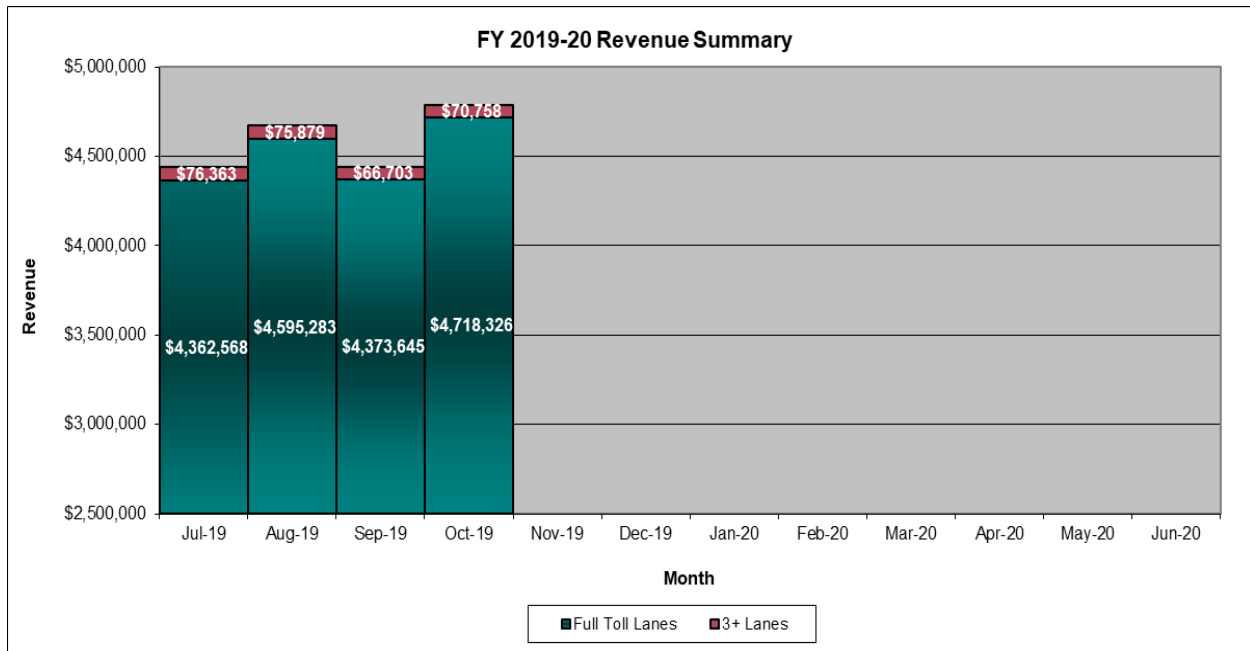
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	4,499,877	4,470,930	28,947	0.6%	4,415,720	1.9%
3+ Lanes	1,596,588	1,353,726	242,862	17.9%	1,557,263	2.5%
Total Gross Trips	6,096,465	5,824,655	271,810	4.7%	5,972,983	2.1%
Revenue						
Full Toll Lanes	\$18,049,821	\$18,610,940	(\$561,119)	(3.0%)	\$17,424,865	3.6%
3+ Lanes	\$289,703	\$339,304	(\$49,601)	(14.6%)	\$305,727	(5.2%)
Total Gross Revenue	\$18,339,524	\$18,950,244	(\$610,720)	(3.2%)	\$17,730,593	3.4%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.01	\$4.16	(\$0.15)	(3.6%)	\$3.95	1.5%
Average 3+ Lanes	\$0.18	\$0.25	(\$0.07)	(28.0%)	\$0.20	(10.0%)
Average Gross Revenue	\$3.01	\$3.25	(\$0.24)	(7.4%)	\$2.97	1.3%

OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



Peak traffic hour in the eastbound direction reached or exceeded 90% or more of defined capacity 21 times during the month of October 2019. As demonstrated on the next chart, westbound peak hour traffic volumes top out at 85% of defined capacity.

OCTA EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 09/30/19				Tuesday 10/01/19				Wednesday 10/02/19				Thursday 10/03/19				Friday 10/04/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500					\$5.15	419	2,924	86%	\$5.15	468	3,028	89%	\$6.70	482	3,152	93%	\$7.10	489	3,169	93%
1500 - 1600					\$5.75	657	2,741	81%	\$7.75	651	2,866	84%	\$6.75	630	3,020	89%	\$9.15	682	2,650	78%
1600 - 1700					\$5.50	397	2,878	85%	\$7.50	475	3,113	92%	\$8.30	456	2,610	77%	\$8.95	461	2,742	81%
1700 - 1800					\$5.40	481	2,921	86%	\$6.40	513	3,030	89%	\$8.20	482	2,872	84%	\$7.05	535	2,849	84%
1800 - 1900					\$3.95	663	2,950	87%	\$3.95	680	3,027	89%	\$4.85	647	3,090	91%	\$6.55	707	2,912	86%
1900 - 2000					\$3.85	654	2,595	76%	\$3.85	588	2,298	68%	\$5.60	612	2,373	70%	\$6.05	616	2,114	62%

PM Time	Monday 10/07/19				Tuesday 10/08/19				Wednesday 10/09/19				Thursday 10/10/19				Friday 10/11/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	423	2,553	75%	\$5.15	442	2,947	87%	\$5.15	433	3,015	89%	\$6.70	468	3,151	93%	\$7.10	559	3,231	95%
1500 - 1600	\$5.50	626	2,953	87%	\$5.75	644	2,831	83%	\$7.75	605	2,848	84%	\$6.75	645	2,979	88%	\$9.15	701	2,666	78%
1600 - 1700	\$5.35	469	3,015	89%	\$5.50	436	2,945	87%	\$7.50	411	2,711	80%	\$8.30	342	1,765	52%	\$8.95	458	2,646	78%
1700 - 1800	\$5.30	499	2,982	88%	\$5.40	544	3,105	91%	\$6.40	452	2,827	83%	\$8.20	519	2,897	85%	\$7.05	517	2,681	79%
1800 - 1900	\$5.50	624	2,678	79%	\$3.95	651	3,022	89%	\$3.95	649	2,938	86%	\$4.85	615	2,790	82%	\$6.55	693	2,851	84%
1900 - 2000	\$3.85	478	1,866	55%	\$3.85	554	2,304	68%	\$3.85	684	2,679	79%	\$5.60	709	2,817	83%	\$6.05	629	2,181	64%

PM Time	Monday 10/14/19				Tuesday 10/15/19				Wednesday 10/16/19				Thursday 10/17/19				Friday 10/18/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	422	2,427	71%	\$5.15	426	2,859	84%	\$5.15	424	2,945	87%	\$6.70	459	3,269	96%	\$7.10	480	3,206	94%
1500 - 1600	\$5.50	681	3,141	92%	\$5.75	622	2,784	82%	\$7.75	586	2,855	84%	\$6.75	586	3,007	88%	\$9.15	667	2,627	77%
1600 - 1700	\$5.35	450	2,872	84%	\$5.50	394	2,741	81%	\$7.50	420	2,890	85%	\$8.30	402	2,597	76%	\$8.95	398	2,664	78%
1700 - 1800	\$5.30	455	2,989	88%	\$5.40	468	2,890	85%	\$6.40	470	2,991	88%	\$8.20	492	2,945	87%	\$7.05	516	2,718	80%
1800 - 1900	\$5.50	605	2,466	73%	\$3.95	686	3,040	89%	\$3.95	703	3,080	91%	\$4.85	698	3,101	91%	\$6.55	636	2,759	81%
1900 - 2000	\$3.85	506	1,612	47%	\$3.85	632	2,521	74%	\$3.85	612	2,188	64%	\$5.60	604	2,428	71%	\$6.05	653	2,290	67%

PM Time	Monday 10/21/19				Tuesday 10/22/19				Wednesday 10/23/19				Thursday 10/24/19				Friday 10/25/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	357	2,615	77%	\$5.15	381	2,807	83%	\$5.15	386	2,702	79%	\$6.70	430	3,187	94%	\$7.10	433	3,145	93%
1500 - 1600	\$5.50	598	2,991	88%	\$5.75	591	2,782	82%	\$7.75	403	1,574	46%	\$6.75	550	2,991	88%	\$9.15	607	2,615	77%
1600 - 1700	\$5.35	414	2,919	86%	\$5.50	365	2,873	85%	\$7.50	427	2,739	81%	\$8.30	375	2,596	76%	\$8.95	426	2,810	83%
1700 - 1800	\$5.30	494	2,954	87%	\$5.40	460	2,926	86%	\$6.40	428	2,776	82%	\$8.20	459	2,876	85%	\$7.05	472	2,815	83%
1800 - 1900	\$5.50	596	2,645	78%	\$3.95	604	2,980	88%	\$3.95	590	2,909	86%	\$4.85	618	2,918	86%	\$6.55	645	2,782	82%
1900 - 2000	\$3.85	516	1,910	56%	\$3.85	621	2,506	74%	\$3.85	682	2,932	86%	\$5.60	322	1,315	39%	\$6.05	661	2,300	68%

PM Time	Monday 10/28/19				Tuesday 10/29/19				Wednesday 10/30/19				Thursday 10/31/19				Friday 11/01/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	388	2,645	78%	\$5.15	365	2,833	83%	\$5.15	419	3,174	93%	\$6.70	386	3,237	95%				
1500 - 1600	\$5.50	519	2,788	82%	\$5.75	587	2,776	82%	\$7.75	565	2,943	87%	\$6.75	550	3,102	91%				
1600 - 1700	\$5.35	438	2,816	83%	\$5.50	399	2,977	88%	\$7.50	453	2,981	88%	\$8.30	483	2,722	80%				
1700 - 1800	\$5.30	447	3,044	90%	\$5.40	400	2,606	77%	\$6.40	418	2,890	85%	\$8.20	515	3,078	91%				
1800 - 1900	\$5.50	692	2,972	87%	\$3.95	663	3,065	90%	\$3.95	594	2,832	83%	\$4.85	577	3,128	92%				
1900 - 2000	\$3.85	520	2,000	59%	\$3.85	639	2,588	76%	\$3.85	613	2,396	70%	\$5.60	425	1,651	49%				

OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 09/30/19				Tuesday 10/01/19				Wednesday 10/02/19				Thursday 10/03/19				Friday 10/04/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500					\$3.05	799	2,667	78%	\$3.05	820	2,513	74%	\$3.05	839	2,585	76%	\$3.05	716	2,037	60%
0500 - 0600					\$4.95	892	2,629	77%	\$4.95	894	2,761	81%	\$4.95	919	2,650	78%	\$4.70	824	2,429	71%
0600 - 0700					\$5.15	603	2,088	61%	\$5.15	632	1,930	57%	\$5.15	659	1,994	59%	\$4.95	609	2,103	62%
0700 - 0800					\$5.65	426	2,159	64%	\$5.65	470	2,214	65%	\$5.65	418	2,139	63%	\$5.50	418	1,962	58%
0800 - 0900					\$5.15	262	2,080	61%	\$5.15	271	2,127	63%	\$5.15	283	2,090	61%	\$4.95	280	1,999	59%
0900 - 1000					\$4.10	300	2,182	64%	\$4.10	285	2,072	61%	\$4.10	241	2,090	61%	\$4.10	288	1,894	56%

AM Time	Monday 10/07/19				Tuesday 10/08/19				Wednesday 10/09/19				Thursday 10/10/19				Friday 10/11/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	858	2,656	78%	\$3.05	778	2,617	77%	\$3.05	869	2,617	77%	\$3.05	796	2,529	74%	\$3.05	696	2,233	66%
0500 - 0600	\$4.95	910	2,592	76%	\$4.95	884	2,615	77%	\$4.95	858	2,644	78%	\$4.95	879	2,748	81%	\$4.70	795	2,811	83%
0600 - 0700	\$5.15	516	1,733	51%	\$5.15	622	2,029	60%	\$5.15	651	1,988	58%	\$5.15	602	1,965	58%	\$4.95	621	2,413	71%
0700 - 0800	\$5.65	437	2,117	62%	\$5.65	458	2,166	64%	\$5.65	500	2,237	66%	\$5.65	471	2,192	64%	\$5.50	451	2,138	63%
0800 - 0900	\$5.15	297	2,207	65%	\$5.15	250	2,064	61%	\$5.15	298	2,118	62%	\$5.15	258	2,112	62%	\$4.95	264	1,870	55%
0900 - 1000	\$4.10	300	2,137	63%	\$4.10	259	2,117	62%	\$4.10	288	2,138	63%	\$4.10	270	2,090	61%	\$4.10	303	1,868	55%

AM Time	Monday 10/14/19				Tuesday 10/15/19				Wednesday 10/16/19				Thursday 10/17/19				Friday 10/18/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	793	2,588	76%	\$3.05	816	2,637	78%	\$3.05	800	2,639	78%	\$3.05	802	2,659	78%	\$3.05	637	2,077	61%
0500 - 0600	\$4.95	759	2,356	69%	\$4.95	888	2,657	78%	\$4.95	881	2,785	82%	\$4.95	881	2,717	80%	\$4.70	787	2,504	74%
0600 - 0700	\$5.15	562	1,897	56%	\$5.15	562	2,021	59%	\$5.15	657	2,058	61%	\$5.15	618	1,954	57%	\$4.95	636	2,103	62%
0700 - 0800	\$5.65	428	2,067	61%	\$5.65	497	2,231	66%	\$5.65	443	2,208	65%	\$5.65	438	2,206	65%	\$5.50	411	1,868	55%
0800 - 0900	\$5.15	276	1,839	54%	\$5.15	255	2,073	61%	\$5.15	297	2,166	64%	\$5.15	287	2,128	63%	\$4.95	266	1,953	57%
0900 - 1000	\$4.10	312	1,773	52%	\$4.10	286	2,249	66%	\$4.10	250	1,981	58%	\$4.10	251	2,075	61%	\$4.10	254	1,658	49%

AM Time	Monday 10/21/19				Tuesday 10/22/19				Wednesday 10/23/19				Thursday 10/24/19				Friday 10/25/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	783	2,593	76%	\$3.05	708	2,526	74%	\$3.05	799	2,609	77%	\$3.05	778	2,545	75%	\$3.05	561	1,825	54%
0500 - 0600	\$4.95	840	2,537	75%	\$4.95	904	2,681	79%	\$4.95	811	2,645	78%	\$4.95	865	2,731	80%	\$4.70	722	2,439	72%
0600 - 0700	\$5.15	598	2,039	60%	\$5.15	581	1,979	58%	\$5.15	637	2,027	60%	\$5.15	640	2,166	64%	\$4.95	667	2,264	67%
0700 - 0800	\$5.65	459	2,068	61%	\$5.65	431	2,196	65%	\$5.65	507	2,181	64%	\$5.65	415	2,081	61%	\$5.50	419	1,986	58%
0800 - 0900	\$5.15	261	2,041	60%	\$5.15	290	2,209	65%	\$5.15	283	2,085	61%	\$5.15	270	2,019	59%	\$4.95	233	1,876	55%
0900 - 1000	\$4.10	249	1,957	58%	\$4.10	202	2,048	60%	\$4.10	258	2,129	63%	\$4.10	262	2,101	62%	\$4.10	228	1,607	47%

AM Time	Monday 10/28/19				Tuesday 10/29/19				Wednesday 10/30/19				Thursday 10/31/19				Friday 11/01/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	794	2,608	77%	\$3.05	811	2,475	73%	\$3.05	840	2,623	77%	\$3.05	770	2,574	76%				
0500 - 0600	\$4.95	791	2,485	73%	\$4.95	907	2,721	80%	\$4.95	808	2,589	76%	\$4.95	876	2,885	85%				
0600 - 0700	\$5.15	603	2,053	60%	\$5.15	600	2,059	61%	\$5.15	661	1,937	57%	\$5.15	594	2,200	65%				
0700 - 0800	\$5.65	468	2,172	64%	\$5.65	445	2,131	63%	\$5.65	476	2,156	63%	\$5.65	405	2,124	62%				
0800 - 0900	\$5.15	274	2,102	62%	\$5.15	252	2,105	62%	\$5.15	307	2,241	66%	\$5.15	228	1,931	57%				
0900 - 1000	\$4.10	246	1,935	57%	\$4.10	261	2,141	63%	\$4.10	326	2,151	63%	\$4.10	202	1,778	52%				

OCTA OPERATIONAL HIGHLIGHTS

On-road Operations

OCTA Customer Assistance Specialists (CAS) responded to 123 calls during the month of October. Of those calls, 100 were to assist disabled vehicles and 15 to remove debris. There were 8 accidents in the Express Lanes and 2 of those accidents originated in the SR91 general-purpose lanes that affected the Express Lanes.

Electronic Toll and Traffic Management System Project Update

In October, Kapsch TrafficCom USA, Inc., (Kapsch), the toll lanes system integrator for the 91 Express Lanes, completed the replacement of the Electronic Toll and Traffic Management (ETTM) system at the current toll gantries. This new lane system will read the new 6C transponder protocol as well as the current Title 21 protocol. The next phase of the project, which begins next calendar year, entails the replacement of the closed-circuit television cameras along the corridor. New toll gantries will be constructed at the three entrances of the OCTA 91 Express Lanes after which Kapsch will install new ETTM equipment on the entrance gantries.

6C Transition Update

In December and over the course of several months, the 91 Express Lanes will be sending letters to customers notifying them of the transition to the new 6C protocol, as well as changes to the account plans, user agreement and privacy policy. A new welcome kit, which includes mounting instructions, has been designed and developed and will be sent with the new sticker transponders commencing January 2020. It is envisioned the distribution of the new transponders to all the customers will take place over several months.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 10/31/2019		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll revenue	\$ 16,729,298.72	\$ 17,975,850.00	\$ (1,246,551.28)	(6.9)
Fee revenue	2,443,864.65	1,283,577.00	1,160,287.65	90.4
Total operating revenues	19,173,163.37	19,259,427.00	(86,263.63)	(0.4)
Operating expenses:				
Contracted services	2,020,726.37	2,465,680.00	444,953.63	18.0
Administrative fee	944,960.00	946,628.00	1,668.00	0.2
Other professional services	153,860.89	710,358.00	556,497.11	78.3
Credit card processing fees	440,502.85	478,170.00	37,667.15	7.9
Toll road account servicing	222,057.66	791,750.00	569,692.34	72.0
Other insurance expense	124,365.00	249,900.00	125,535.00	50.2
Toll road maintenance supply repairs	64,341.83	191,668.00	127,326.17	66.4
Patrol services	208,962.17	326,540.00	117,577.83	36.0
Building equipment repairs and maint	(13,216.27)	110,368.00	123,584.27	112.0
6C Transponders	-	-	-	N/A
Other services	(16,060.00)	9,582.00	25,642.00	267.6
Utilities	15,316.68	24,492.00	9,175.32	37.5
Office expense	(523.14)	77,636.00	78,159.14	100.7
Bad debt expense	36,996.15	-	(36,996.15)	N/A
Miscellaneous ⁽²⁾	35,039.59	24,950.00	(10,089.59)	(40.4)
Leases	122,179.00	153,272.00	31,093.00	20.3
Total operating expenses	4,359,508.78	6,560,994.00	2,201,485.22	33.6
Depreciation and amortization ⁽³⁾	1,191,230.69	-	(1,191,230.69)	N/A
Operating income (loss)	13,622,423.90	12,698,433.00	923,990.90	7.3
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	253,638.37	453,125.00	(199,486.63)	(44.0)
Interest income	2,012,477.77	1,265,364.00	747,113.77	59.0
Interest expense	(1,558,587.39)	(1,570,688.00)	12,100.61	0.8
Other	16,165.63	-	16,165.63	N/A
Total nonoperating revenues (expenses)	723,694.38	147,801.00	575,893.38	(389.6)
Transfers in	-	-	-	N/A
Transfers out	(93,373.44)	(10,000.00)	(83,373.44)	(833.7)
Net income (loss)	\$ 14,252,744.84	\$ 12,836,234.00	\$ 1,416,510.84	11.0

¹Actual 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.

²Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

³Depreciation and amortization are not budgeted items.

Capital Asset Activity

During the four months ending October 31, 2019, capital asset activities included \$5,920 for the computer equipment and \$97,358 for transponder purchases.

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the RCTC 91 Express Lanes for October 2019 was 1,340,783. This represents a daily average of 43,251. This is a 2.2% increase in total traffic volume from the same period last year, which totaled 1,311,938. Potential toll revenue for the month was \$6,346,763, which represents an increase of 29.2% from the prior year's total of \$4,913,634. Carpool percentage for the month was 19.93% as compared to the previous year's rate of 22.73%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the month of October 2019.

Current Month-to-Date (MTD) as of October 31, 2019

Trips	OCT-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	OCT-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,073,571	1,034,686	38,885	3.8%	1,013,705	5.9%
3+ Lanes	267,212	313,543	(46,331)	(14.8%)	298,233	(10.4%)
Total Gross Trips	1,340,783	1,348,229	(7,446)	(0.6%)	1,311,938	2.2%
Revenue						
Full Toll Lanes	\$6,320,045	\$4,098,986	\$2,221,059	54.2%	\$4,878,737	29.5%
3+ Lanes	\$26,718	\$0	\$26,718		\$34,897	(23.4%)
Total Gross Revenue	\$6,346,763	\$4,098,986	\$2,247,777	54.8%	\$4,913,634	29.2%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.89	\$3.96	\$1.93	48.7%	\$4.81	22.5%
Average 3+ Lanes	\$0.10	\$0.00	\$0.10		\$0.12	(16.7%)
Average Gross Revenue	\$4.73	\$3.04	\$1.69	55.6%	\$3.75	26.1%

The 2020 fiscal year-to-date (YTD) traffic volume is 3.0% higher when compared with the same period last year. The 2020 fiscal year-to-date revenue is 21.2% higher than for the same period last year. The traffic and revenue increases are attributed to higher demand and increased toll rates to manage the demand. Year-to-date average revenue per-trip is \$4.22.

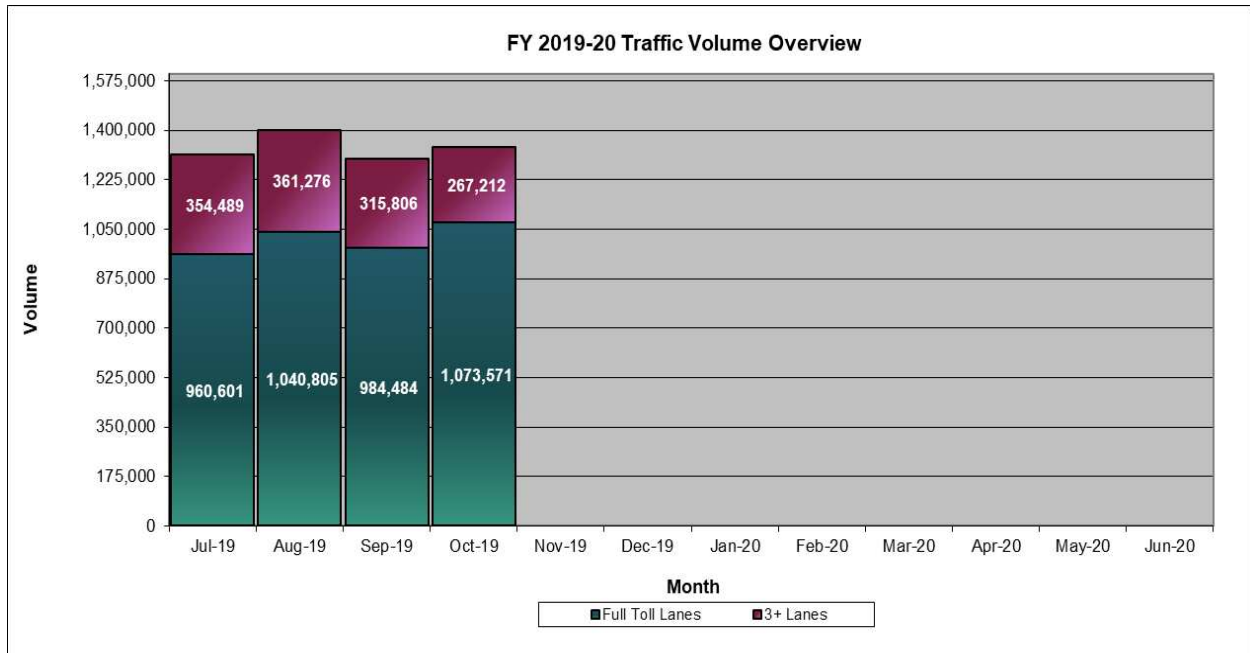
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the months of July 2019 through October 2019.

FY 2019-20 Year to Date as of October 31, 2019

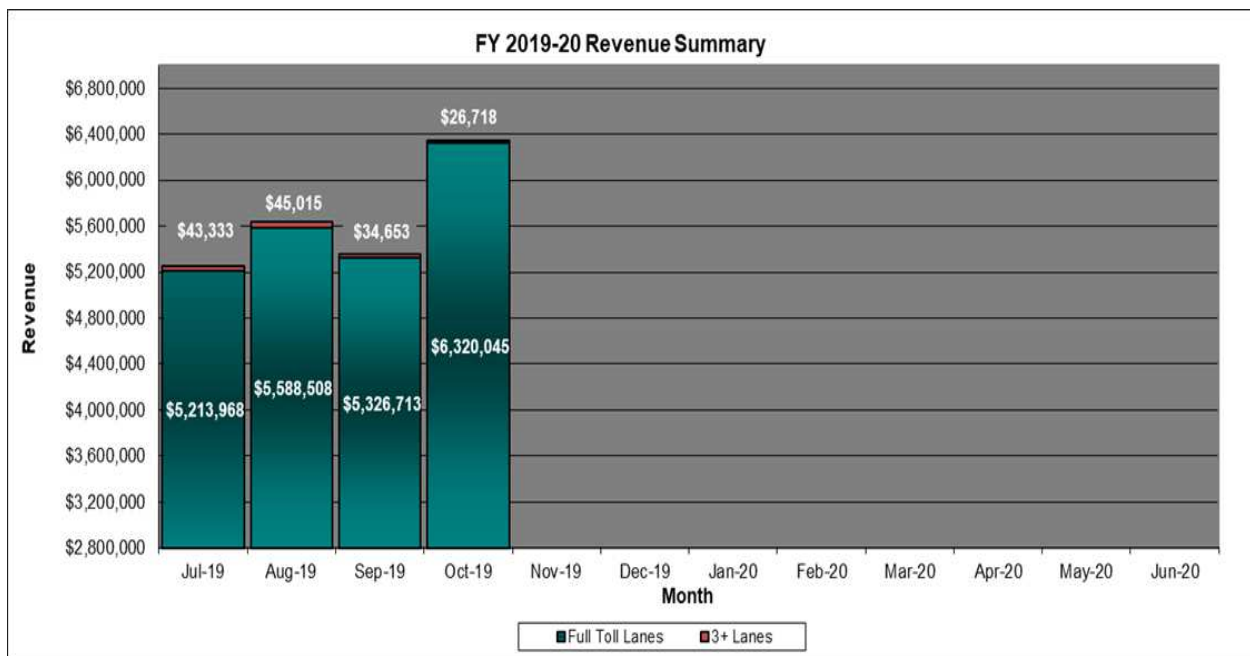
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	4,059,461	4,047,486	11,975	0.3%	3,958,575	2.5%
3+ Lanes	1,298,783	1,289,686	9,097	0.7%	1,242,339	4.5%
Total Gross Trips	5,358,244	5,337,171	21,073	0.4%	5,200,914	3.0%
Revenue						
Full Toll Lanes	\$22,449,234	\$15,839,429	\$6,609,806	41.7%	\$18,501,369	21.3%
3+ Lanes	\$149,718	\$0	\$149,718		\$142,652	5.0%
Total Gross Revenue	\$22,598,953	\$15,839,429	\$6,759,524	42.7%	\$18,644,021	21.2%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.53	\$3.91	\$1.62	41.4%	\$4.67	18.4%
Average 3+ Lanes	\$0.12	\$0.00	\$0.12		\$0.11	9.1%
Average Gross Revenue	\$4.22	\$2.97	\$1.25	42.1%	\$3.58	17.9%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

RCTC evaluates traffic volumes for peak period hours where Express Lanes performance is degraded quarterly and either increases or decreases tolls. Hours highlighted in green were increased and hours highlighted in red were decreased. Hours that are highlighted in yellow were flagged for continued evaluation.

The next quarterly adjustment is scheduled for January 1, 2020.

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 09/30/19					Tuesday 10/01/19					Wednesday 10/02/19					Thursday 10/03/19					Friday 10/04/19				
	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						\$6.95	238	1,042	1,280	E	\$9.00	256	1,048	1,304	F	\$11.85	262	1,176	1,438	F	\$21.00	288	1,137	1,425	F
1500 - 1600						\$6.95	343	864	1,207	E	\$9.90	337	904	1,241	E	\$12.00	314	974	1,288	E	\$18.70	390	919	1,309	F
1600 - 1700						\$5.30	190	939	1,129	D	\$5.30	194	986	1,180	D	\$7.50	196	887	1,083	D	\$10.45	235	932	1,167	D
1700 - 1800						\$5.30	212	839	1,051	D	\$5.30	209	920	1,129	D	\$5.30	183	819	1,002	D	\$6.95	236	927	1,163	D
1800 - 1900						\$5.30	288	816	1,104	D	\$5.30	297	858	1,155	D	\$5.30	276	882	1,158	D	\$5.30	339	972	1,311	F
1900 - 2000						\$4.20	297	700	997	C	\$5.30	242	669	911	C	\$5.30	250	739	989	C	\$5.30	285	727	1,012	D

PM Time	Monday 10/07/19					Tuesday 10/08/19					Wednesday 10/09/19					Thursday 10/10/19					Friday 10/11/19				
	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	\$5.30	216	883	1,099	D	\$6.95	242	998	1,240	E	\$9.00	223	1,054	1,277	E	\$11.85	256	1,084	1,340	F	\$21.00	387	1,309	1,696	F
1500 - 1600	\$7.35	344	905	1,249	E	\$6.95	330	953	1,283	E	\$9.90	307	865	1,172	D	\$12.00	312	917	1,229	E	\$18.70	572	1,405	1,977	F
1600 - 1700	\$5.30	195	928	1,123	D	\$5.30	180	929	1,109	D	\$5.30	194	852	1,046	D	\$7.50	158	770	928	C	\$10.45	359	1,432	1,791	F
1700 - 1800	\$5.30	219	857	1,076	D	\$5.30	212	924	1,136	D	\$5.30	200	862	1,062	D	\$5.30	197	1,006	1,203	E	\$6.95	392	1,278	1,670	F
1800 - 1900	\$5.30	263	769	1,032	D	\$5.30	289	913	1,202	E	\$5.30	287	787	1,074	D	\$5.30	265	856	1,121	D	\$5.30	294	948	1,242	E
1900 - 2000	\$2.25	187	574	761	B	\$4.20	217	698	915	C	\$5.30	330	787	1,117	D	\$5.30	288	834	1,122	D	\$5.30	322	738	1,060	D

PM Time	Monday 10/14/19					Tuesday 10/15/19					Wednesday 10/16/19					Thursday 10/17/19					Friday 10/18/19				
	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	\$5.30	232	941	1,173	D	\$6.95	233	1,043	1,276	E	\$9.00	219	1,040	1,259	E	\$11.85	247	1,151	1,398	F	\$21.00	288	1,118	1,406	F
1500 - 1600	\$7.35	378	1,006	1,384	F	\$6.95	308	929	1,237	E	\$9.90	258	917	1,175	D	\$12.00	270	1,010	1,280	E	\$18.70	345	869	1,214	E
1600 - 1700	\$5.30	298	1,248	1,546	F	\$5.30	168	862	1,030	D	\$5.30	192	976	1,168	D	\$7.50	162	926	1,088	D	\$10.45	222	925	1,147	D
1700 - 1800	\$5.30	303	1,250	1,553	F	\$5.30	208	860	1,068	D	\$5.30	202	907	1,109	D	\$5.30	194	974	1,168	D	\$6.95	222	928	1,150	D
1800 - 1900	\$5.30	281	851	1,132	D	\$5.30	306	835	1,141	D	\$5.30	248	869	1,117	D	\$5.30	273	905	1,178	D	\$5.30	319	926	1,245	E
1900 - 2000	\$2.25	229	505	734	B	\$4.20	271	705	976	C	\$5.30	227	571	798	B	\$5.30	259	749	1,008	D	\$5.30	301	780	1,081	D

PM Time	Monday 10/21/19					Tuesday 10/22/19					Wednesday 10/23/19					Thursday 10/24/19					Friday 10/25/19				
	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	\$5.30	189	1,005	1,194	D	\$6.95	184	1,024	1,208	E	\$9.00	164	978	1,142	D	\$11.85	188	1,160	1,348	F	\$21.00	266	1,202	1,468	F
1500 - 1600	\$7.35	298	932	1,230	E	\$6.95	287	969	1,256	E	\$9.90	177	553	730	B	\$12.00	261	951	1,212	E	\$18.70	299	875	1,174	D
1600 - 1700	\$5.30	195	926	1,121	D	\$5.30	179	926	1,105	D	\$5.30	245	974	1,219	E	\$7.50	186	848	1,034	D	\$10.45	208	975	1,183	D
1700 - 1800	\$5.30	182	835	1,017	D	\$5.30	184	827	1,011	D	\$5.30	211	869	1,080	D	\$5.30	190	792	982	C	\$6.95	248	970	1,218	E
1800 - 1900	\$5.30	260	768	1,028	D	\$5.30	258	810	1,068	D	\$5.30	256	805	1,061	D	\$5.30	222	842	1,064	D	\$5.30	289	1,077	1,366	F
1900 - 2000	\$2.25	212	561	773	B	\$4.20	227	739	966	C	\$5.30	309	844	1,153	D	\$5.30	173	503	676	B	\$5.30	280	893	1,173	D

PM Time	Monday 10/28/19					Tuesday 10/29/19					Wednesday 10/30/19					Thursday 10/31/19					Friday 11/01/19				
	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	\$5.30	185	990	1,175	D	\$6.95	168	1,015	1,183	D	\$9.00	199	1,243	1,442	F	\$11.85	207	1,079	1,286	E					
1500 - 1600	\$7.35	263	926	1,189	D	\$6.95	251	960	1,211	E	\$9.90	288	1,079	1,367	F	\$12.00	287	914	1,201	E					
1600 - 1700	\$5.30	174	883	1,057	D	\$5.30	191	983	1,174	D	\$5.30	176	1,036	1,212	E	\$7.50	242	870	1,112	D					
1700 - 1800	\$5.30	161	882	1,043	D	\$5.30	173	814	987	C	\$5.30	181	957	1,138	D	\$5.30	223	1,012	1,235	E					
1800 - 1900	\$5.30	272	812	1,084	D	\$5.30	281	824	1,105	D	\$5.30	259	859	1,118	D	\$5.30	262	954	1,216	E					
1900 - 2000	\$2.25	192	598	790	B	\$4.20	264	803	1,067	D	\$5.30	242	792	1,034	D	\$5.30	159	542	701	B					

Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 09/30/19					Tuesday 10/01/19					Wednesday 10/02/19					Thursday 10/03/19					Friday 10/04/19				
	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						\$5.30	104	723	827	C	\$5.30	123	761	884	C	\$5.30	132	783	915	C	\$5.30	149	792	941	C
1500 - 1600						\$2.95	160	582	742	B	\$2.95	137	676	813	C	\$5.30	142	749	891	C	\$2.95	166	540	706	B
1600 - 1700						\$2.95	118	648	766	B	\$2.95	107	727	834	C	\$2.95	105	568	673	B	\$2.95	126	660	786	B
1700 - 1800						\$2.95	120	609	729	B	\$2.95	102	629	731	B	\$2.95	95	638	733	B	\$2.95	137	561	698	B
1800 - 1900						\$2.95	171	587	758	B	\$2.95	154	607	761	B	\$2.95	151	627	778	B	\$2.95	166	540	706	B
1900 - 2000						\$2.95	170	536	706	B	\$2.95	152	517	669	B	\$2.95	159	515	674	B	\$2.95	167	392	559	B

PM Time	Monday 10/07/19					Tuesday 10/08/19					Wednesday 10/09/19					Thursday 10/10/19					Friday 10/11/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	123	668	791	B	\$5.30	127	743	870	C	\$5.30	119	705	824	C	\$5.30	119	729	848	C	\$5.30	119	569	688	B
1500 - 1600	\$5.30	160	628	788	B	\$2.95	144	632	776	B	\$2.95	147	668	815	C	\$5.30	159	655	814	C	\$2.95	23	2	25	A
1600 - 1700	\$2.95	94	693	787	B	\$2.95	99	665	764	B	\$2.95	105	595	700	B	\$2.95	80	466	546	B	\$2.95	3	1	4	A
1700 - 1800	\$2.95	105	612	717	B	\$2.95	114	622	736	B	\$2.95	110	603	713	B	\$2.95	121	630	751	B	\$2.95	47	120	167	A
1800 - 1900	\$2.95	133	559	692	B	\$2.95	140	595	735	B	\$2.95	152	627	779	B	\$2.95	142	589	731	B	\$2.95	155	564	719	B
1900 - 2000	\$2.95	113	388	501	B	\$2.95	136	501	637	B	\$2.95	176	611	787	B	\$2.95	158	662	820	C	\$2.95	171	499	670	B

PM Time	Monday 10/14/19					Tuesday 10/15/19					Wednesday 10/16/19					Thursday 10/17/19					Friday 10/18/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	116	605	721	B	\$5.30	115	727	842	C	\$5.30	118	739	857	C	\$5.30	93	807	900	C	\$5.30	102	761	863	C
1500 - 1600	\$5.30	125	555	680	B	\$2.95	144	645	789	B	\$2.95	120	677	797	B	\$5.30	118	706	824	C	\$2.95	122	589	711	B
1600 - 1700	\$2.95	29	206	235	A	\$2.95	109	552	661	B	\$2.95	93	661	754	B	\$2.95	83	619	702	B	\$2.95	105	560	665	B
1700 - 1800	\$2.95	11	48	59	A	\$2.95	130	602	732	B	\$2.95	80	604	684	B	\$2.95	94	642	736	B	\$2.95	130	542	672	B
1800 - 1900	\$2.95	84	358	442	B	\$2.95	142	566	708	B	\$2.95	141	635	776	B	\$2.95	147	617	764	B	\$2.95	147	554	701	B
1900 - 2000	\$2.95	95	259	354	A	\$2.95	174	499	673	B	\$2.95	141	510	651	B	\$2.95	140	548	688	B	\$2.95	148	472	620	B

PM Time	Monday 10/21/19					Tuesday 10/22/19					Wednesday 10/23/19					Thursday 10/24/19					Friday 10/25/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	88	704	792	B	\$5.30	92	751	843	C	\$5.30	84	651	735	B	\$5.30	88	759	847	C	\$5.30	86	774	860	C
1500 - 1600	\$5.30	148	618	766	B	\$2.95	118	599	717	B	\$2.95	78	368	446	B	\$5.30	110	646	756	B	\$2.95	115	581	696	B
1600 - 1700	\$2.95	100	658	758	B	\$2.95	95	625	720	B	\$2.95	101	647	748	B	\$2.95	101	565	666	B	\$2.95	109	618	727	B
1700 - 1800	\$2.95	93	583	676	B	\$2.95	92	589	681	B	\$2.95	110	624	734	B	\$2.95	102	634	736	B	\$2.95	110	565	675	B
1800 - 1900	\$2.95	128	542	670	B	\$2.95	102	541	643	B	\$2.95	116	570	686	B	\$2.95	115	604	719	B	\$2.95	113	525	638	B
1900 - 2000	\$2.95	137	414	551	B	\$2.95	145	575	720	B	\$2.95	183	626	809	C	\$2.95	86	354	440	B	\$2.95	147	502	649	B

PM Time	Monday 10/28/19					Tuesday 10/29/19					Wednesday 10/30/19					Thursday 10/31/19					Friday 11/01/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	106	673	779	B	\$5.30	79	708	787	B	\$5.30	123	741	864	C	\$5.30	130	820	950	C					
1500 - 1600	\$5.30	112	626	738	B	\$2.95	125	620	745	B	\$2.95	138	685	823	C	\$5.30	133	685	818	C					
1600 - 1700	\$2.95	106	617	723	B	\$2.95	94	710	804	C	\$2.95	112	669	781	B	\$2.95	125	598	723	B					
1700 - 1800	\$2.95	98	654	752	B	\$2.95	94	591	685	B	\$2.95	86	630	716	B	\$2.95	105	688	793	B					
1800 - 1900	\$2.95	127	607	734	B	\$2.95	132	660	792	B	\$2.95	128	589	717	B	\$2.95	136	677	813	C					
1900 - 2000	\$2.95	128	467	595	B	\$2.95	167	550	717	B	\$2.95	154	544	698	B	\$2.95	116	372	488	B					

RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line

AM Time	Monday 09/30/19				Tuesday 10/01/19				Wednesday 10/02/19				Thursday 10/03/19				Friday 10/04/19			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500						\$10.80	404	1,162	1,566	F	\$10.80	389	1,133	1,522	F	\$10.50	460	1,092	1,552	F
0500 - 0600						\$22.80	515	969	1,484	F	\$18.40	479	1,228	1,707	F	\$17.50	527	1,080	1,607	F
0600 - 0700						\$17.45	314	854	1,168	D	\$19.40	416	608	1,024	D	\$19.40	442	663	1,105	D
0700 - 0800						\$16.35	339	1,268	1,607	F	\$17.10	306	1,373	1,679	F	\$15.30	270	1,236	1,506	F
0800 - 0900						\$11.45	128	1,418	1,546	F	\$11.45	82	1,434	1,516	F	\$12.20	86	1,406	1,492	F
0900 - 1000						\$9.00	151	1,201	1,352	F	\$8.00	144	1,130	1,274	E	\$9.00	166	1,230	1,396	F

AM Time	Monday 10/07/19				Tuesday 10/08/19				Wednesday 10/09/19				Thursday 10/10/19				Friday 10/11/19			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$10.80	476	1,027	1,503	F	\$10.80	356	1,185	1,541	F	\$10.80	472	1,112	1,584	F	\$10.50	392	1,087	1,479	F
0500 - 0600	\$23.25	512	905	1,417	F	\$22.80	522	961	1,483	F	\$18.40	514	1,074	1,588	F	\$17.50	509	1,154	1,663	F
0600 - 0700	\$20.20	319	794	1,113	D	\$17.45	311	826	1,137	D	\$19.40	443	605	1,048	D	\$19.40	364	700	1,064	D
0700 - 0800	\$16.35	237	1,331	1,568	F	\$16.35	224	1,364	1,588	F	\$17.10	326	1,309	1,635	F	\$15.30	289	1,380	1,669	F
0800 - 0900	\$11.15	29	1,565	1,594	F	\$11.45	20	1,418	1,438	F	\$11.45	165	1,414	1,579	F	\$12.20	44	1,488	1,532	F
0900 - 1000	\$6.95	118	1,072	1,190	D	\$9.00	160	1,431	1,591	F	\$8.00	207	1,371	1,578	F	\$9.00	187	1,166	1,353	F

AM Time	Monday 10/14/19				Tuesday 10/15/19				Wednesday 10/16/19				Thursday 10/17/19				Friday 10/18/19			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$10.80	431	1,109	1,540	F	\$10.80	391	1,088	1,479	F	\$10.80	371	1,191	1,562	F	\$10.50	441	1,152	1,593	F
0500 - 0600	\$23.25	447	818	1,265	E	\$22.80	551	919	1,470	F	\$18.40	476	1,257	1,733	F	\$17.50	550	1,127	1,677	F
0600 - 0700	\$20.20	396	946	1,342	E	\$17.45	324	837	1,161	D	\$19.40	426	680	1,106	D	\$19.40	432	645	1,077	D
0700 - 0800	\$16.35	376	1,272	1,648	F	\$16.35	233	1,363	1,596	F	\$17.10	298	1,335	1,633	F	\$15.30	378	1,304	1,682	F
0800 - 0900	\$11.15	159	1,251	1,410	F	\$11.45	56	1,557	1,613	F	\$11.45	241	1,723	1,964	F	\$12.20	243	1,408	1,651	F
0900 - 1000	\$6.95	232	1,006	1,238	E	\$9.00	186	1,462	1,648	F	\$8.00	219	1,328	1,547	F	\$9.00	175	1,102	1,277	E

AM Time	Monday 10/21/19				Tuesday 10/22/19				Wednesday 10/23/19				Thursday 10/24/19				Friday 10/25/19			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$10.80	463	1,101	1,564	F	\$10.80	329	1,111	1,440	F	\$10.80	398	1,205	1,603	F	\$10.50	421	1,144	1,565	F
0500 - 0600	\$23.25	508	819	1,327	E	\$22.80	552	971	1,523	F	\$18.40	441	1,126	1,567	F	\$17.50	512	1,125	1,637	F
0600 - 0700	\$20.20	372	877	1,249	E	\$17.45	341	821	1,162	D	\$19.40	416	565	981	C	\$19.40	406	788	1,194	D
0700 - 0800	\$16.35	293	1,288	1,581	F	\$16.35	287	1,348	1,635	F	\$17.10	409	1,297	1,706	F	\$15.30	312	1,258	1,570	F
0800 - 0900	\$11.15	187	1,447	1,634	F	\$11.45	207	1,477	1,684	F	\$11.45	220	1,423	1,643	F	\$12.20	234	1,376	1,610	F
0900 - 1000	\$6.95	180	1,079	1,259	E	\$9.00	146	1,258	1,404	F	\$8.00	162	1,162	1,324	E	\$9.00	180	1,088	1,268	E

AM Time	Monday 10/28/19				Tuesday 10/29/19				Wednesday 10/30/19				Thursday 10/31/19				Friday 11/01/19			
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$10.80	417	1,144	1,561	F	\$10.80	387	978	1,365	F	\$10.80	443	1,192	1,635	F	\$10.50	384	1,175	1,559	F
0500 - 0600	\$23.25	471	805	1,276	E	\$22.80	595	925	1,520	F	\$18.40	430	1,027	1,457	F	\$17.50	505	1,084	1,589	F
0600 - 0700	\$20.20	340	912	1,252	E	\$17.45	371	802	1,173	D	\$19.40	439	609	1,048	D	\$19.40	371	766	1,137	D
0700 - 0800	\$16.35	322	1,270	1,592	F	\$16.35	321	1,298	1,619	F	\$17.10	337	1,232	1,569	F	\$15.30	304	1,300	1,604	F
0800 - 0900	\$11.15	188	1,456	1,644	F	\$11.45	189	1,460	1,649	F	\$11.45	218	1,500	1,718	F	\$12.20	161	1,251	1,412	F
0900 - 1000	\$6.95	178	1,144	1,322	E	\$9.00	207	1,214	1,421	F	\$8.00	199	1,125	1,324	E	\$9.00	157	908	1,065	D

Westbound AM Peak - I-15 North to County Line

AM Time	Monday 09/30/19					Tuesday 10/01/19					Wednesday 10/02/19					Thursday 10/03/19					Friday 10/04/19				
	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						\$5.30	218	930	1,148	D	\$5.30	254	764	1,018	D	\$5.30	270	747	1,017	D	\$2.95	220	646	866	C
0500 - 0600						\$17.25	329	1,104	1,433	F	\$16.60	323	1,173	1,496	F	\$13.50	408	1,067	1,475	F	\$6.85	357	861	1,218	E
0600 - 0700						\$17.55	284	1,141	1,425	F	\$19.65	296	1,078	1,374	E	\$14.50	378	1,080	1,458	F	\$6.85	277	998	1,275	E
0700 - 0800						\$13.45	255	1,263	1,518	F	\$12.45	197	1,322	1,519	F	\$11.40	187	1,224	1,411	F	\$6.85	145	964	1,109	D
0800 - 0900						\$8.85	94	1,351	1,445	F	\$6.85	68	1,262	1,330	E	\$8.85	49	1,267	1,316	E	\$5.30	26	862	888	C
0900 - 1000						\$5.30	91	1,009	1,100	D	\$5.30	89	943	1,032	D	\$5.30	87	813	900	C	\$2.95	75	635	710	B

AM Time	Monday 10/07/19					Tuesday 10/08/19					Wednesday 10/09/19					Thursday 10/10/19					Friday 10/11/19				
	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	\$6.85	283	792	1,075	D	\$5.30	208	840	1,048	D	\$5.30	269	718	987	C	\$5.30	242	780	1,022	D	\$2.95	208	705	913	C
0500 - 0600	\$18.00	365	1,113	1,478	F	\$17.25	310	1,173	1,483	F	\$16.60	401	1,062	1,463	F	\$13.50	346	1,178	1,524	F	\$6.85	275	989	1,264	E
0600 - 0700	\$19.35	300	1,040	1,340	E	\$17.55	319	1,130	1,449	F	\$19.65	374	1,071	1,445	F	\$14.50	319	1,101	1,420	F	\$6.85	259	1,233	1,492	F
0700 - 0800	\$12.15	154	1,230	1,384	E	\$13.45	175	1,285	1,460	F	\$12.45	229	1,239	1,468	F	\$11.40	181	1,309	1,490	F	\$6.85	111	1,184	1,295	E
0800 - 0900	\$6.85	20	1,202	1,222	E	\$8.85	18	1,212	1,230	E	\$6.85	92	1,237	1,329	E	\$8.85	29	1,305	1,334	E	\$5.30	14	789	803	C
0900 - 1000	\$5.30	39	529	568	B	\$5.30	56	679	735	B	\$5.30	86	683	769	B	\$5.30	89	825	914	C	\$2.95	61	489	550	B

AM Time	Monday 10/14/19					Tuesday 10/15/19					Wednesday 10/16/19					Thursday 10/17/19					Friday 10/18/19				
	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	\$6.85	251	801	1,052	D	\$5.30	262	819	1,081	D	\$5.30	206	878	1,084	D	\$5.30	255	822	1,077	D	\$2.95	200	685	885	C
0500 - 0600	\$18.00	284	1,078	1,362	E	\$17.25	335	1,193	1,528	F	\$16.60	331	1,145	1,476	F	\$13.50	392	1,103	1,495	F	\$6.85	301	968	1,269	E
0600 - 0700	\$19.35	287	842	1,129	D	\$17.55	301	1,110	1,411	F	\$19.65	334	1,139	1,473	F	\$14.50	358	1,046	1,404	F	\$6.85	272	1,063	1,335	E
0700 - 0800	\$12.15	238	1,185	1,423	F	\$13.45	139	1,252	1,391	E	\$12.45	213	1,282	1,495	F	\$11.40	250	1,304	1,554	F	\$6.85	182	997	1,179	D
0800 - 0900	\$6.85	96	1,015	1,111	D	\$8.85	32	1,301	1,333	E	\$6.85	119	966	1,085	D	\$8.85	162	1,186	1,348	E	\$5.30	93	976	1,069	D
0900 - 1000	\$5.30	87	563	650	B	\$5.30	73	818	891	C	\$5.30	62	552	614	B	\$5.30	102	904	1,006	D	\$2.95	115	744	859	C

AM Time	Monday 10/21/19					Tuesday 10/22/19					Wednesday 10/23/19					Thursday 10/24/19					Friday 10/25/19				
	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	\$6.85	253	807	1,060	D	\$5.30	198	859	1,057	D	\$5.30	230	804	1,034	D	\$5.30	241	784	1,025	D	\$2.95	199	699	898	C
0500 - 0600	\$18.00	368	1,105	1,473	F	\$17.25	333	1,157	1,490	F	\$16.60	351	1,180	1,531	F	\$13.50	368	1,170	1,538	F	\$6.85	300	965	1,265	E
0600 - 0700	\$19.35	334	1,055	1,389	E	\$17.55	296	1,140	1,436	F	\$19.65	328	1,089	1,417	F	\$14.50	340	1,146	1,486	F	\$6.85	277	1,202	1,479	F
0700 - 0800	\$12.15	235	1,235	1,470	F	\$13.45	237	1,287	1,524	F	\$12.45	247	1,192	1,439	F	\$11.40	191	1,204	1,395	E	\$6.85	190	1,119	1,309	E
0800 - 0900	\$6.85	133	1,203	1,336	E	\$8.85	151	1,395	1,546	F	\$6.85	134	1,337	1,471	F	\$8.85	122	1,135	1,257	E	\$5.30	89	941	1,030	D
0900 - 1000	\$5.30	87	820	907	C	\$5.30	83	814	897	C	\$5.30	113	939	1,052	D	\$5.30	99	885	984	C	\$2.95	75	679	754	B

AM Time	Monday 10/28/19					Tuesday 10/29/19					Wednesday 10/30/19					Thursday 10/31/19					Friday 11/01/19				
	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	\$6.85	220	825	1,045	D	\$5.30	284	797	1,081	D	\$5.30	267	771	1,038	D	\$5.30	218	795	1,013	D					
0500 - 0600	\$18.00	314	1,130	1,444	F	\$17.25	378	1,121	1,499	F	\$16.60	379	1,126	1,505	F	\$13.50	365	1,131	1,496	F					
0600 - 0700	\$19.35	321	1,069	1,390	E	\$17.55	374	1,092	1,466	F	\$19.65	355	1,077	1,432	F	\$14.50	319	1,097	1,416	F					
0700 - 0800	\$12.15	228	1,200	1,428	F	\$13.45	221	1,255	1,476	F	\$12.45	260	1,260	1,520	F	\$11.40	215	1,228	1,443	F					
0800 - 0900	\$6.85	130	1,338	1,468	F	\$8.85	139	1,349	1,488	F	\$6.85	143	1,299	1,442	F	\$8.85	87	1,114	1,201	E					
0900 - 1000	\$5.30	85	767	852	C	\$5.30	83	889	972	C	\$5.30	125	902	1,027	D	\$5.30	74	746	820	C					

RCTC OPERATIONAL HIGHLIGHTS

On-road Operations

RCTC Freeway Service Patrol (FSP) responded to 83 calls during the month of October. Of those calls, 62 were to assist disabled vehicles, 4 calls to remove debris. There were 17 accidents in the Express Lanes and 1 accident originating in the SR91 general-purpose lanes that affected the Express Lanes.

6C Transponder Technology

Planning for the transition to the new transponder technology is underway. The lane systems have been upgraded. Changes to the back-office system to process the new transponders and make changes to the customer account plans are being finalized and will be released to the customer along with the new sticker transponders in January of 2020. A series of customer communication has been developed and will be mailed or emailed to customers over a period of several months.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	10/31/2019 Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 20,635,169.92	\$ 12,196,366.67	\$ 8,438,803.25	69.2
Fee Revenue	2,651,327.68	1,760,100.00	891,227.68	50.6
Total operating revenues	23,286,497.60	13,956,466.67	9,330,030.93	66.9
Operating expenses:				
Salaries and Benefits	292,093.91	451,133.33	159,039.42	35.3
Legal Services	72,235.21	116,666.67	44,431.46	38.1
Advisory Services	27,668.22	25,000.00	(2,668.22)	(10.7)
Audit and Accounting Fees	-	15,666.67	15,666.67	100.0
Service Fees	1,086.78	8,666.67	7,579.89	87.5
Other Professional Services	36,796.60	491,966.67	455,170.07	92.5
Lease Expense	86,530.41	85,500.00	(1,030.41)	(1.2)
Operations	1,178,625.72	1,209,500.00	30,874.28	2.6
Utilities	9,052.68	20,833.33	11,780.65	56.5
Supplies and Materials	178.95	1,666.67	1,487.72	89.3
Membership and Subscription Fees	20,056.75	8,333.33	(11,723.42)	(140.7)
Office Equipment & Furniture (Non-Capital)	747.12	1,666.67	919.55	55.2
Maintenance/Repairs	58,926.71	116,600.00	57,673.29	49.5
Training Seminars and Conferences	350.00	1,500.00	1,150.00	76.7
Transportation Expenses	79.84	2,500.00	2,420.16	96.8
Lodging	840.90	2,333.33	1,492.43	64.0
Meals	302.88	333.33	30.45	9.1
Other Staff Expenses	299.10	333.33	34.23	10.3
Advertising	38.00	63,333.33	63,295.33	99.9
Program Management	22,017.79	-	(22,017.79)	N/A
Program Operations	2,417,347.11	3,552,233.33	1,134,886.22	31.9
Litigation Settlement	-	3,333.33	3,333.33	100.0
Furniture & Equipment	261,188.80	250,000.00	(11,188.80)	(4.5)
Improvements	16,032.27	5,366.67	(10,665.60)	(198.7)
Depreciation	2,695,986.01 ²	-	(2,695,986.01)	N/A
Bad Debt Expense	(1.00)	-	1.00	N/A
Total operating expenses	7,198,480.76	6,434,466.67	(764,014.09)	(11.9)
Operating income (loss)	16,088,016.84	7,522,000.00	8,566,016.84	113.9
Nonoperating revenues (expenses):				
Interest Revenue	578,455.37	507,366.67	71,088.70	(14.0)
Other Miscellaneous Revenue	580,501.89	-	580,501.89	N/A
Interest Expense	(7,173,251.39)	(2,373,300.00)	(4,799,951.39)	202.2
Total nonoperating revenues (expenses)	(6,014,294.13)	(1,865,933.33)	(4,148,360.80)	(222.3)
Transfers In	-	-	-	N/A
Transfers Out	-	(1,019,833.33)	1,019,833.33	(100.0)
Net income (loss)	\$ 10,073,722.71	\$ 4,636,233.33	\$ 5,437,489.38	117.3

¹ Unaudited

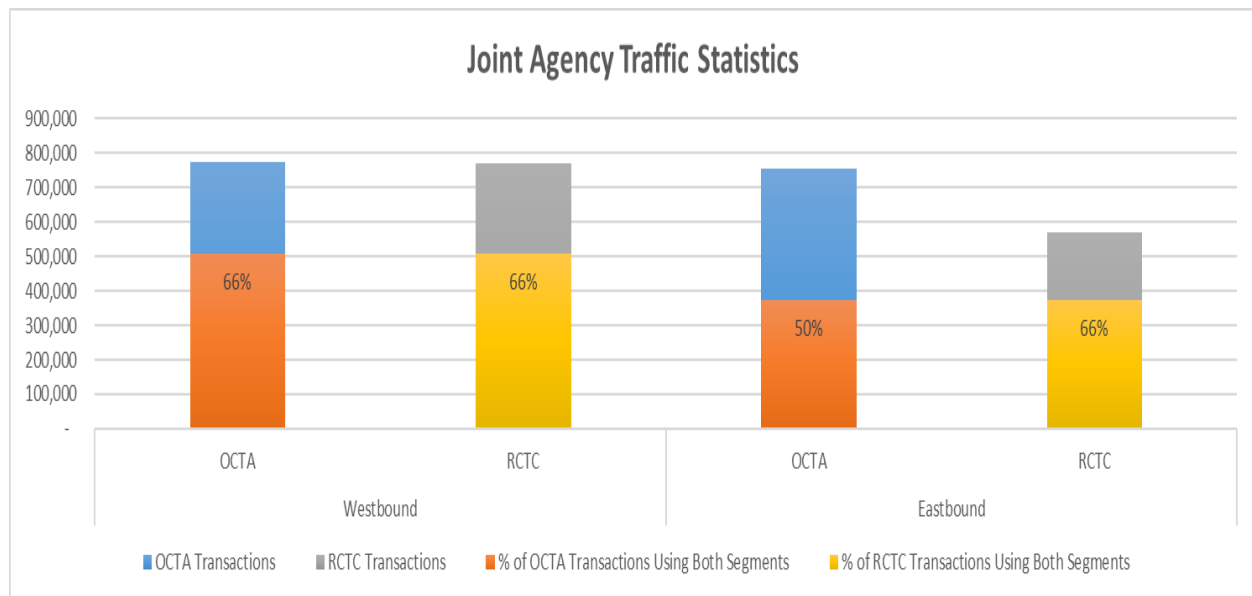
² Depreciation is not a budgeted expense

JOINT AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING **October 31, 2019**

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	772,968	507,698	66%	\$ 2,029,704
RCTC	770,842	507,698	66%	\$ 4,324,456
I-15	316,355	212,523	67%	\$ 1,749,150
McKinley	454,487	295,175	65%	\$ 2,575,307
Eastbound				
OCTA	754,323	374,551	50%	\$ 2,759,381
RCTC	569,941	374,551	66%	\$ 2,022,307
I-15	223,274	149,800	67%	\$ 517,842
McKinley	346,667	224,751	65%	\$ 1,504,464

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	Reporting Period	PERFORMANCE STANDARD	Oct-19 Performance
CUSTOMER SERVICE			
Call Wait Time	Monthly	Not to exceed 2 minutes	0:57
Abandon Rate	Monthly	No more than 4.0%	1.3%
Customer Satisfaction	Monthly	At least 75 outbound calls	77
VIOLATION PROCESSING			
Response Time	Monthly	Within 2 business days of receipt	0.7
CUSA Violation Collection Rate	Quarterly	70% or more	
CUSA Violation Collection Rate	Annually	74% or more	
TRAFFIC OPERATIONS			
Initial & Secondary Review s	Monthly	Equal to or less than 15 days	0.7
* Plate Misread Errors	Monthly	Equal to or less than 0.4%	0.01%
CAS Response Time	Monthly	0:20 (minutes) per call	0:08
ACCOUNTING			
OCTA Exceptions	Monthly	No more than 3	0
RCTC Exceptions	Monthly	No more than 3	0
INFORMATION TECHNOLOGY			
Back-office System Uptime	Monthly	99% Availability	100%
Network Uptime	Monthly	99% Availability	100%

CUSA = Cofiroute USA; CAS = OCTA Customer Assistance Specialists

* Plate Misread Error performance is current after a 60-day hold-back period; therefore, percentage reported here is for 2 months prior to the month of this report.

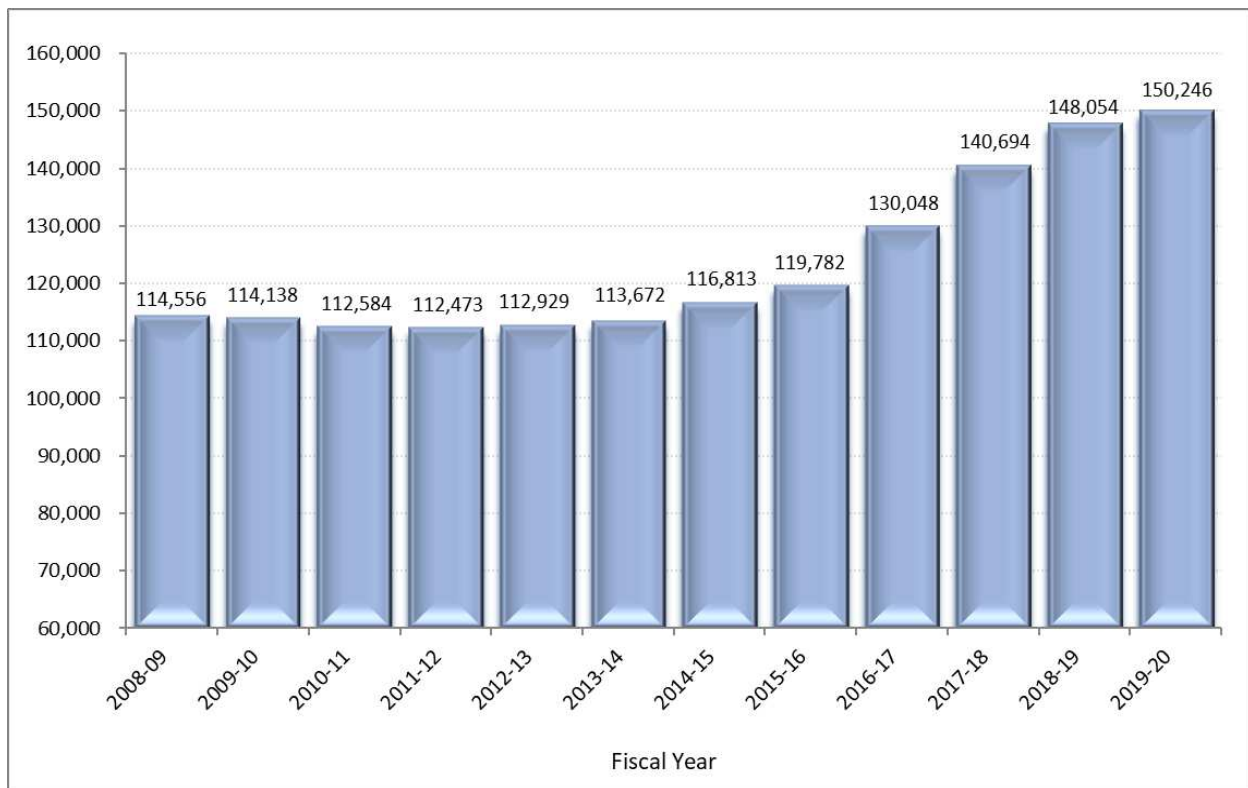
JOINT AGENCY TRANSPONDER DISTRIBUTION

TRANSPONDER DISTRIBUTION	October-19		September-19		FY 2019-20	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	1,347	48.0%	1,640	54.7%	1,504	50.5%
Additional Tags to Existing Accounts	873	31.1%	865	28.9%	887	29.7%
Replacement Transponders	587	20.9%	492	16.4%	590	19.8%
Total Issued	2,807		2,997		2,980	
Returned						
Account Closures	497	41.2%	588	40.8%	508	39.8%
Accounts Downsizing	168	13.9%	218	15.1%	167	13.1%
Defective Transponders	540	44.8%	635	44.1%	601	47.1%
Total Returned	1,205		1,441		1,276	

At the end of October 2019, the 91 Express Lanes had 150,246 active customer accounts and 229,079 transponders classified as Assigned.

Number of Accounts by Fiscal Year

As of October 31, 2019



Incoming Email Activity

During October, the Anaheim Processing Center received 3,600 emails.



Orange County Transportation Authority
Riverside County Transportation Commission



Status Report
November 2019

As of November 30, 2019

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes for November 2019 was 1,435,020. This represents a daily average of 47,834 vehicles. This is a 1.4% increase in total traffic volume from the same period last year, which totaled 1,415,344. Potential toll revenue for November was \$4,385,107, which represents an increase of 3.1% from the prior year's total of \$4,255,226. Carpool percentage for November was 25.66% as compared to the previous year's rate of 26.65%.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the month of November 2019.

Current Month-to-Date (MTD) as of November 30, 2019

	Nov-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Nov-18 MTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	1,066,864	1,060,367	6,497	0.6%	1,038,190	2.8%
3+ Lanes	368,156	321,113	47,043	14.6%	377,154	(2.4%)
Total Gross Trips	1,435,020	1,381,480	53,540	3.9%	1,415,344	1.4%
Revenue						
Full Toll Lanes	\$4,328,417	\$4,451,186	(\$122,770)	(2.8%)	\$4,186,694	3.4%
3+ Lanes	\$56,691	\$81,183	(\$24,492)	(30.2%)	\$68,532	(17.3%)
Total Gross Revenue	\$4,385,107	\$4,532,369	(\$147,262)	(3.2%)	\$4,255,226	3.1%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.06	\$4.20	(\$0.14)	(3.3%)	\$4.03	0.7%
Average 3+ Lanes	\$0.15	\$0.25	(\$0.10)	(40.0%)	\$0.18	(16.7%)
Average Gross Revenue	\$3.06	\$3.28	(\$0.22)	(6.7%)	\$3.01	1.7%

The 2020 fiscal year-to-date traffic volume increased by 1.9% and potential toll revenue increased by 3.4%, when compared with the same period last year. Year-to-date average revenue per-trip is \$3.02.

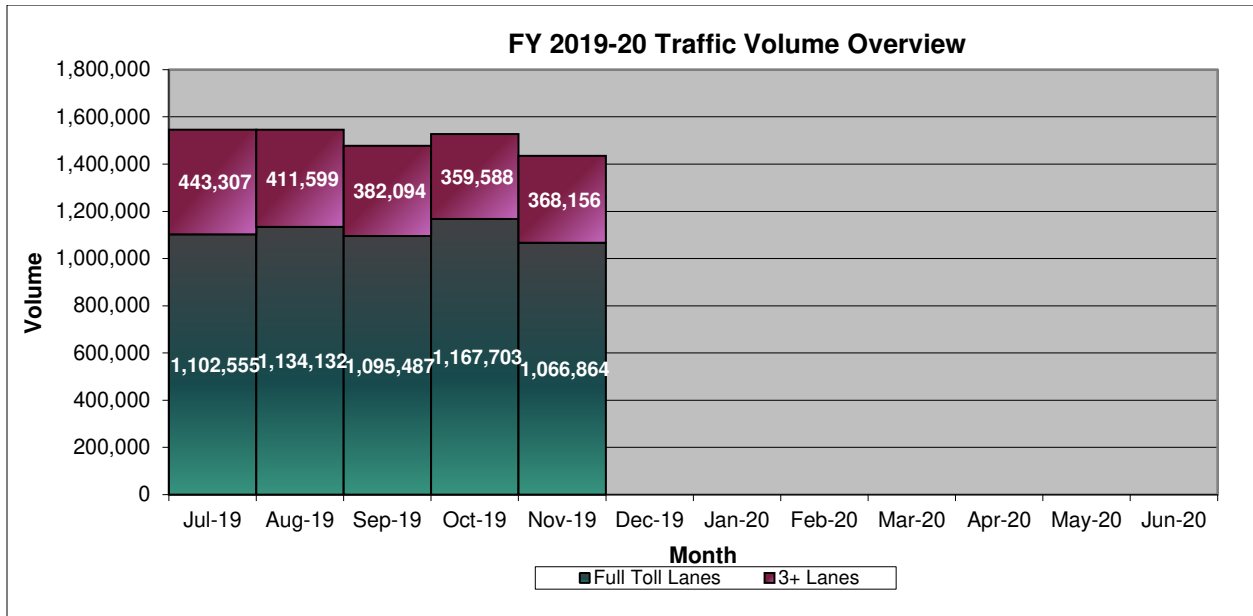
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the months of July 2019 through November 2019.

FY 2019-20 Year to Date as of November 30, 2019

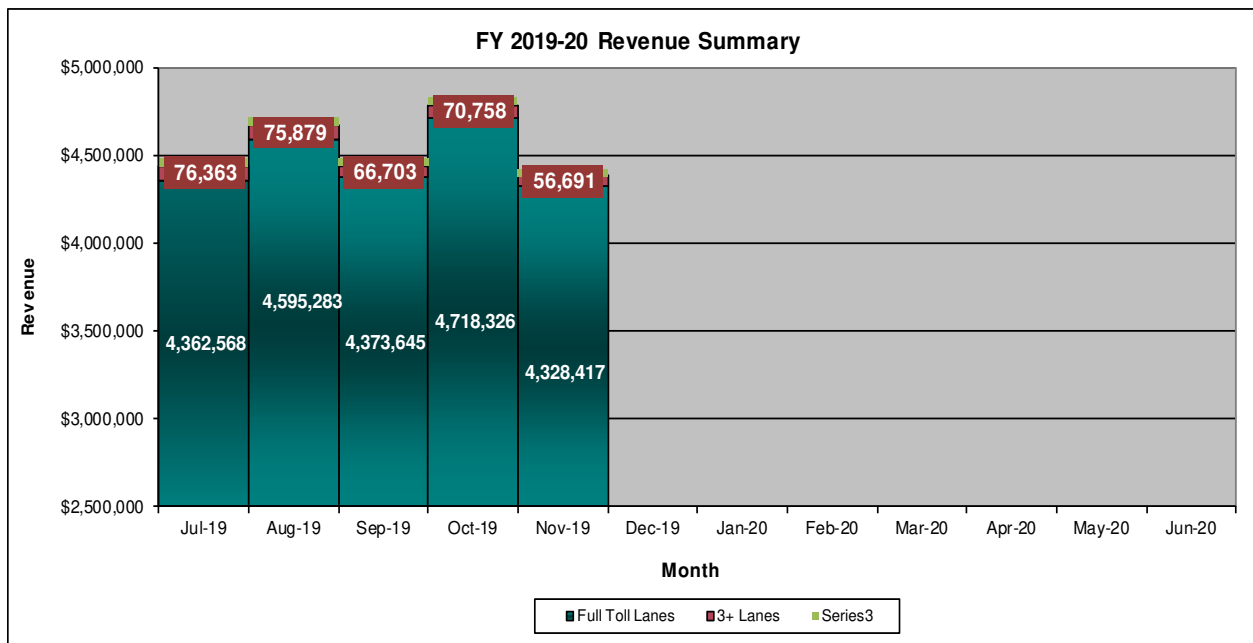
	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	5,566,741	5,531,297	35,444	0.6%	5,453,910	2.1%
3+ Lanes	1,964,744	1,674,839	289,905	17.3%	1,934,417	1.6%
Total Gross Trips	7,531,485	7,206,136	325,349	4.5%	7,388,327	1.9%
Revenue						
Full Toll Lanes	\$22,378,238	\$23,062,126	(\$683,888)	(3.0%)	\$21,611,559	3.5%
3+ Lanes	\$346,394	\$420,487	(\$74,094)	(17.6%)	\$374,259	(7.4%)
Total Gross Revenue	\$22,724,631	\$23,482,613	(\$757,982)	(3.2%)	\$21,985,819	3.4%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.02	\$4.17	(\$0.15)	(3.6%)	\$3.96	1.5%
Average 3+ Lanes	\$0.18	\$0.25	(\$0.07)	(28.0%)	\$0.19	(5.3%)
Average Gross Revenue	\$3.02	\$3.26	(\$0.24)	(7.4%)	\$2.98	1.3%

OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



OCTA EASTBOUND PEAK-HOUR VOLUMES

Peak traffic hour in the eastbound direction reached or exceeded 90% or more of defined capacity 18 times during the month of November 2019. As demonstrated on the next chart, westbound peak hour traffic volumes top out at 81% of defined capacity.

PM Time	Monday 10/28/19				Tuesday 10/29/19				Wednesday 10/30/19				Thursday 10/31/19				Friday 11/01/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500																	\$7.10	491	3,227	95%
1500 - 1600																	\$9.15	649	2,733	80%
1600 - 1700																	\$8.95	436	2,684	79%
1700 - 1800																	\$7.05	515	2,775	82%
1800 - 1900																	\$6.55	631	2,648	78%
1900 - 2000																	\$6.05	563	1,983	58%

PM Time	Monday 11/04/19				Tuesday 11/05/19				Wednesday 11/06/19				Thursday 11/07/19				Friday 11/08/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	352	2,714	80%	\$5.15	387	3,053	90%	\$5.15	392	3,000	88%	\$6.70	434	3,201	94%	\$7.10	487	3,238	95%
1500 - 1600	\$5.50	537	2,915	86%	\$5.75	581	2,745	81%	\$7.75	581	2,839	84%	\$6.75	622	3,160	93%	\$9.15	665	2,631	77%
1600 - 1700	\$5.35	436	2,803	82%	\$5.50	387	2,915	86%	\$7.50	427	2,833	83%	\$8.30	455	2,654	78%	\$8.95	415	2,760	81%
1700 - 1800	\$5.30	488	2,934	86%	\$5.40	519	3,057	90%	\$6.40	518	2,983	88%	\$8.20	534	2,872	84%	\$7.05	560	2,869	84%
1800 - 1900	\$5.50	667	2,803	82%	\$3.95	633	3,129	92%	\$3.95	690	3,013	89%	\$4.85	649	2,960	87%	\$6.55	697	2,808	83%
1900 - 2000	\$3.85	554	2,193	65%	\$3.85	627	2,620	77%	\$3.85	595	2,552	75%	\$5.60	629	2,623	77%	\$6.05	768	2,543	75%

PM Time	Monday 11/11/19				Tuesday 11/12/19				Wednesday 11/13/19				Thursday 11/14/19				Friday 11/15/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	531	2,320	68%	\$5.15	380	3,032	89%	\$5.15	406	3,036	89%	\$6.70	407	3,344	98%	\$7.10	486	3,317	98%
1500 - 1600	\$5.50	679	2,810	83%	\$5.75	543	2,675	79%	\$7.75	583	2,865	84%	\$6.75	569	3,142	92%	\$9.15	638	2,653	78%
1600 - 1700	\$5.35	453	2,483	73%	\$5.50	401	2,730	80%	\$7.50	399	2,873	85%	\$8.30	409	2,499	74%	\$8.95	441	2,736	80%
1700 - 1800	\$5.30	544	2,507	74%	\$5.40	498	2,841	84%	\$6.40	512	3,097	91%	\$8.20	508	2,903	85%	\$7.05	558	2,774	82%
1800 - 1900	\$5.50	599	1,872	55%	\$3.95	627	2,960	87%	\$3.95	672	3,092	91%	\$4.85	680	3,009	89%	\$6.55	704	2,901	85%
1900 - 2000	\$3.85	486	1,359	40%	\$3.85	659	2,839	84%	\$3.85	570	2,387	70%	\$5.60	614	2,553	75%	\$6.05	645	2,392	70%

PM Time	Monday 11/18/19				Tuesday 11/19/19				Wednesday 11/20/19				Thursday 11/21/19				Friday 11/22/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	379	2,744	81%	\$5.15	348	2,663	78%	\$5.15	384	2,778	82%	\$6.70	389	3,187	94%	\$7.10	461	3,145	93%
1500 - 1600	\$5.50	599	3,163	93%	\$5.75	573	2,862	84%	\$7.75	497	2,627	77%	\$6.75	563	3,226	95%	\$9.15	562	2,623	77%
1600 - 1700	\$5.35	418	2,854	84%	\$5.50	407	3,066	90%	\$7.50	360	2,470	73%	\$8.30	368	2,528	74%	\$8.95	436	2,698	79%
1700 - 1800	\$5.30	528	2,971	87%	\$5.40	527	2,914	86%	\$6.40	522	3,078	91%	\$8.20	467	2,577	76%	\$7.05	580	2,850	84%
1800 - 1900	\$5.50	713	2,939	86%	\$3.95	631	2,980	88%	\$3.95	640	2,881	85%	\$4.85	677	3,041	89%	\$6.55	674	2,794	82%
1900 - 2000	\$3.85	449	1,868	55%	\$3.85	615	2,822	83%	\$3.85	403	1,632	48%	\$5.60	587	2,311	68%	\$6.05	727	2,470	73%

PM Time	Monday 11/25/19				Tuesday 11/26/19				Wednesday 11/27/19				Thursday 11/28/19				Friday 11/29/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	507	2,759	81%	\$5.15	508	2,843	84%	\$7.45	482	2,897	85%	\$5.30	857	2,075	61%	\$4.95	394	1,355	40%
1500 - 1600	\$5.50	565	2,888	85%	\$5.75	598	2,784	82%	\$8.50	576	2,797	82%	\$4.95	699	1,633	48%	\$4.95	464	1,314	39%
1600 - 1700	\$5.35	482	2,790	82%	\$5.50	482	2,792	82%	\$8.50	296	1,577	46%	\$4.95	682	1,564	46%	\$4.95	385	1,157	34%
1700 - 1800	\$5.30	518	2,864	84%	\$5.40	497	2,797	82%	\$8.50	554	2,298	68%	\$4.95	632	1,454	43%	\$4.95	386	1,085	32%
1800 - 1900	\$5.50	672	2,742	81%	\$3.95	672	3,034	89%	\$6.00	493	1,646	48%	\$5.30	730	1,464	43%	\$4.95	387	1,028	30%
1900 - 2000	\$3.85	644	2,357	69%	\$3.85	844	2,952	87%	\$5.75	430	1,292	38%	\$5.30	822	1,655	49%	\$4.95	314	740	22%

OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 10/28/19				Tuesday 10/29/19				Wednesday 10/30/19				Thursday 10/31/19				Friday 11/01/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500																	\$3.05	646	1,993	59%
0500 - 0600																	\$4.70	768	2,384	70%
0600 - 0700																	\$4.95	596	2,112	62%
0700 - 0800																	\$5.50	401	1,827	54%
0800 - 0900																	\$4.95	300	1,827	54%
0900 - 1000																	\$4.10	263	1,579	46%

AM Time	Monday 11/04/19				Tuesday 11/05/19				Wednesday 11/06/19				Thursday 11/07/19				Friday 11/08/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	832	2,714	80%	\$3.05	823	2,657	78%	\$3.05	867	2,681	79%	\$3.05	805	2,635	78%	\$3.05	689	2,203	65%
0500 - 0600	\$4.95	803	2,552	75%	\$4.95	858	2,624	77%	\$4.95	772	2,636	78%	\$4.95	839	2,699	79%	\$4.70	708	2,489	73%
0600 - 0700	\$5.15	558	2,093	62%	\$5.15	529	2,119	62%	\$5.15	617	2,068	61%	\$5.15	620	2,047	60%	\$4.95	558	2,173	64%
0700 - 0800	\$5.65	399	2,196	65%	\$5.65	425	2,269	67%	\$5.65	420	2,295	68%	\$5.65	417	2,230	66%	\$5.50	353	1,971	58%
0800 - 0900	\$5.15	254	2,200	65%	\$5.15	277	2,259	66%	\$5.15	245	2,041	60%	\$5.15	236	1,993	59%	\$4.95	230	1,781	52%
0900 - 1000	\$4.10	254	2,077	61%	\$4.10	259	2,294	67%	\$4.10	230	2,171	64%	\$4.10	272	2,049	60%	\$4.10	256	1,818	53%

AM Time	Monday 11/11/19				Tuesday 11/12/19				Wednesday 11/13/19				Thursday 11/14/19				Friday 11/15/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	485	1,513	45%	\$3.05	805	2,693	79%	\$3.05	888	2,703	80%	\$3.05	770	2,637	78%	\$3.05	674	2,265	67%
0500 - 0600	\$4.95	469	1,614	47%	\$4.95	874	2,647	78%	\$4.95	783	2,661	78%	\$4.95	851	2,737	81%	\$4.70	745	2,453	72%
0600 - 0700	\$5.15	280	1,164	34%	\$5.15	563	2,136	63%	\$5.15	639	2,103	62%	\$5.15	612	1,988	58%	\$4.95	603	2,187	64%
0700 - 0800	\$5.65	252	1,186	35%	\$5.65	417	2,149	63%	\$5.65	434	2,318	68%	\$5.65	435	2,258	66%	\$5.50	354	1,883	55%
0800 - 0900	\$5.15	302	1,270	37%	\$5.15	248	2,148	63%	\$5.15	225	2,151	63%	\$5.15	237	2,049	60%	\$4.95	263	1,792	53%
0900 - 1000	\$4.10	373	1,487	44%	\$4.10	289	2,331	69%	\$4.10	240	2,158	63%	\$4.10	249	2,112	62%	\$4.10	221	1,601	47%

AM Time	Monday 11/18/19				Tuesday 11/19/19				Wednesday 11/20/19				Thursday 11/21/19				Friday 11/22/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	804	2,688	79%	\$3.05	750	2,478	73%	\$3.05	831	2,632	77%	\$3.05	802	2,671	79%	\$3.05	696	2,213	65%
0500 - 0600	\$4.95	768	2,599	76%	\$4.95	906	2,719	80%	\$4.95	754	2,524	74%	\$4.95	833	2,701	79%	\$4.70	733	2,453	72%
0600 - 0700	\$5.15	554	2,130	63%	\$5.15	562	2,078	61%	\$5.15	574	1,857	55%	\$5.15	588	2,001	59%	\$4.95	577	2,078	61%
0700 - 0800	\$5.65	448	2,259	66%	\$5.65	428	2,292	67%	\$5.65	351	1,895	56%	\$5.65	347	1,964	58%	\$5.50	396	1,908	56%
0800 - 0900	\$5.15	267	2,226	65%	\$5.15	262	2,222	65%	\$5.15	221	1,894	56%	\$5.15	222	1,874	55%	\$4.95	232	1,776	52%
0900 - 1000	\$4.10	275	2,243	66%	\$4.10	237	2,229	66%	\$4.10	197	1,716	50%	\$4.10	201	1,808	53%	\$4.10	222	1,771	52%

AM Time	Monday 11/25/19				Tuesday 11/26/19				Wednesday 11/27/19				Thursday 11/28/19				Friday 11/29/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	806	2,567	76%	\$3.05	758	2,560	75%	\$3.05	610	1,944	57%	\$1.70	39	86	3%	\$1.70	91	222	7%
0500 - 0600	\$4.95	742	2,491	73%	\$4.95	793	2,499	74%	\$5.15	501	1,638	48%	\$1.70	29	96	3%	\$1.70	117	366	11%
0600 - 0700	\$5.15	437	1,889	56%	\$5.15	404	1,829	54%	\$5.30	296	1,248	37%	\$1.70	53	144	4%	\$2.50	113	413	12%
0700 - 0800	\$5.65	395	1,961	58%	\$5.65	362	1,871	55%	\$5.75	234	1,165	34%	\$1.70	63	209	6%	\$3.05	115	482	14%
0800 - 0900	\$5.15	295	1,825	54%	\$5.15	318	1,903	56%	\$5.75	189	1,126	33%	\$1.70	128	407	12%	\$3.05	152	671	20%
0900 - 1000	\$4.10	388	2,157	63%	\$4.10	398	2,038	60%	\$5.30	255	1,285	38%	\$2.50	269	676	20%	\$3.85	262	872	26%

OCTA OPERATIONAL HIGHLIGHTS

On-road Operations

OCTA Customer Assistance Specialists (CAS) responded to 103 calls during the month of November. Of those calls, 83 were to assist disabled vehicles and 13 calls to remove debris. There were 7 accidents in the Express Lanes and 2 of those accidents originated in the SR91 general-purpose lanes that affected the Express Lanes.

Electronic Toll and Traffic Management System Project Update

Kapsch TrafficCom USA, Inc., (Kapsch), the toll lanes system integrator for the 91 Express Lanes, completed the replacement of the Electronic Toll and Traffic Management (ETTM) system at the current toll gantries. This new lane system is reading both the new 6C transponder protocol as well as the legacy Title 21 protocol. The next phase of the project, which begins next calendar year, entails the replacement of the closed-circuit television cameras along the corridor. New toll gantries will be constructed at the three entrances of the OCTA 91 Express Lanes after which Kapsch will install new ETTM equipment on the entrance gantries.

6C Transition Update

Changes to the back-office system to incorporate the new 6C transponder protocol is underway. Beginning in December, the 91 Express Lanes will be sending letters to customers notifying them of the transition to 6C, as well as changes to the account plans, user agreement and privacy policy. A new welcome kit will be sent with the new sticker transponders commencing January 2020. It is envisioned the distribution of the new transponders to all the customers will take place over several months.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 11/30/2019		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll revenue	\$ 20,997,846.10	\$ 22,359,766.00	\$ (1,361,919.90)	(6.1)
Fee revenue	2,999,178.87	1,613,373.00	1,385,805.87	85.9
Total operating revenues	23,997,024.97	23,973,139.00	23,885.97	0.1
Operating expenses:				
Contracted services	2,614,154.96	3,082,100.00	467,945.04	15.2
Administrative fee	1,181,200.00	1,183,285.00	2,085.00	0.2
Other professional services	319,783.49	959,993.00	640,209.51	66.7
Credit card processing fees	547,440.35	596,835.00	49,394.65	8.3
Toll road account servicing	275,749.69	992,500.00	716,750.31	72.2
Other insurance expense	155,456.25	312,375.00	156,918.75	50.2
Toll road maintenance supply repairs	125,108.01	214,585.00	89,476.99	41.7
Patrol services	247,234.19	408,175.00	160,940.81	39.4
Building equipment repairs and maint	(19,920.85)	137,570.00	157,490.85	114.5
6C Transponders	-	-	-	N/A
Other services	(15,314.00)	10,415.00	25,729.00	247.0
Utilities	15,895.46	30,615.00	14,719.54	48.1
Office expense	(138.06)	83,467.00	83,605.06	100.2
Bad debt expense	59,325.33	-	(59,325.33)	N/A
Miscellaneous ⁽²⁾	35,976.76	33,725.00	(2,251.76)	(6.7)
Leases	182,325.16	191,590.00	9,264.84	4.8
Total operating expenses	5,724,276.74	8,237,230.00	2,512,953.26	30.5
Depreciation and amortization ⁽³⁾	1,480,970.00	-	(1,480,970.00)	N/A
Operating income (loss)	16,791,778.23	15,735,909.00	1,055,869.23	6.7
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	268,083.37	453,125.00	(185,041.63)	(40.8)
Interest income	2,442,276.25	1,581,705.00	860,571.25	54.4
Interest expense	(1,938,687.36)	(1,963,360.00)	24,672.64	1.3
Other	16,165.63	-	16,165.63	N/A
Total nonoperating revenues (expenses)	787,837.89	71,470.00	716,367.89	(1,002.3)
Transfers in	-	-	-	N/A
Transfers out	(93,373.44)	(15,000.00)	(78,373.44)	(522.5)
Net income (loss)	\$ 17,486,242.68	\$ 15,792,379.00	\$ 1,693,863.68	10.7

¹Actual 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.

²Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

³Depreciation and amortization are not budgeted items.

Capital Asset Activity

During the five months ending November 30, 2019, capital asset activities included \$195,292 for the ETTM system, \$5,920 for the computer equipment and \$97,358 for transponder purchases.



OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 Express Lanes for November 2019 was 1,264,601. This represents a daily average of 42,153 vehicles. This is a 3.1% increase in total traffic volume from the same period last year, which totaled 1,226,885. Potential toll revenue for the month was \$5,330,279, which represents an increase of 20% from the prior year's total of \$4,440,392. Carpool percentage for November was 23.74% as compared to the previous year's rate of 24.37%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the month of November 2019.

Current Month-to-Date (MTD) as of November 30, 2019

Trips	NOV-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	NOV-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	964,400	959,129	5,271	0.5%	927,903	3.9%
3+ Lanes	300,201	315,057	(14,856)	(4.7%)	298,982	0.4%
Total Gross Trips	1,264,601	1,274,186	(9,585)	(0.8%)	1,226,885	3.1%
Revenue						
Full Toll Lanes	\$5,301,867	\$3,799,571	\$1,502,296	39.5%	\$4,408,880	20.3%
3+ Lanes	\$28,411	\$0	\$28,411		\$31,512	(9.8%)
Total Gross Revenue	\$5,330,279	\$3,799,571	\$1,530,707	40.3%	\$4,440,392	20.0%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.50	\$3.96	\$1.54	38.9%	\$4.75	15.8%
Average 3+ Lanes	\$0.09	\$0.00	\$0.09		\$0.11	(18.2%)
Average Gross Revenue	\$4.21	\$2.98	\$1.23	41.3%	\$3.62	16.3%

The 2020 fiscal year-to-date (YTD) traffic volume is 3% higher when compared with the same period last year. The 2020 fiscal year-to-date revenue is 21% higher than for the same period last year. The traffic and revenue increases are attributed to higher demand and increased toll rates to manage the demand. Year-to-date average revenue per-trip is \$4.22.

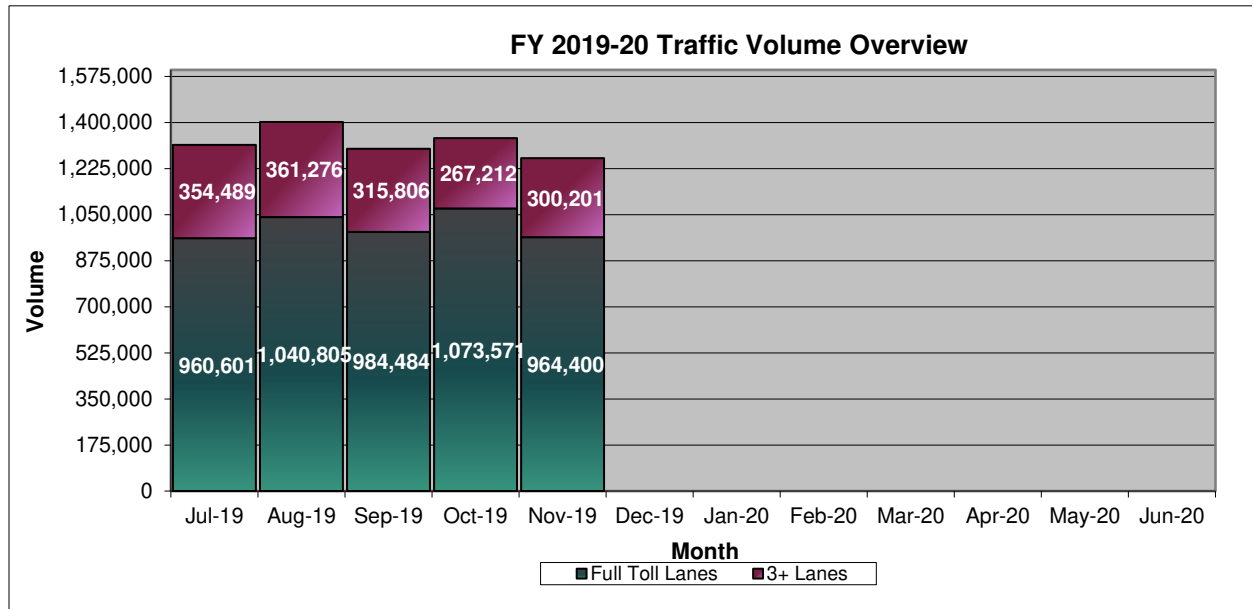
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the months of July 2019 through November 2019.

FY 2019-20 Year to Date as of November 30, 2019

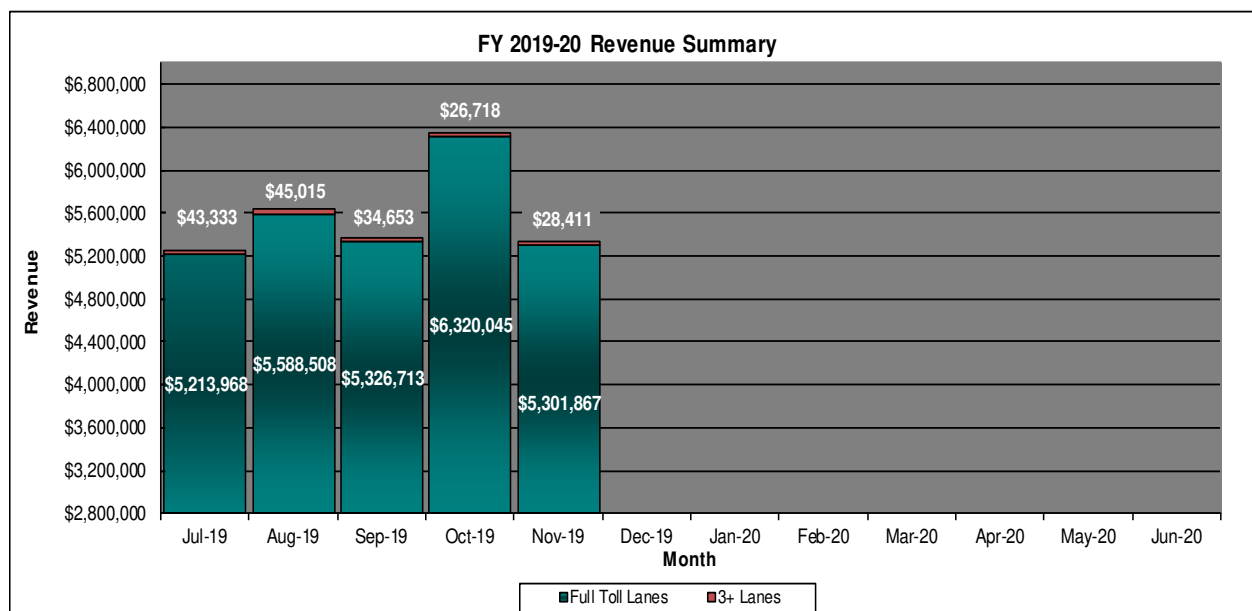
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	5,023,861	5,006,614	17,247	0.3%	4,886,478	2.8%
3+ Lanes	1,598,984	1,604,743	(5,759)	(0.4%)	1,541,321	3.7%
Total Gross Trips	6,622,845	6,611,357	11,488	0.2%	6,427,799	3.0%
Revenue						
Full Toll Lanes	\$27,751,102	\$19,639,000	\$8,112,102	41.3%	\$22,910,249	21.1%
3+ Lanes	\$178,130	\$0	\$178,130		\$174,164	2.3%
Total Gross Revenue	\$27,929,232	\$19,639,000	\$8,290,232	42.2%	\$23,084,413	21.0%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.52	\$3.92	\$1.60	40.8%	\$4.69	17.7%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.11	0.0%
Average Gross Revenue	\$4.22	\$2.97	\$1.25	42.1%	\$3.59	17.5%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

RCTC evaluates traffic volumes for peak period hours and either increases or decreases tolls according to the toll rate policy. Hours that are highlighted in yellow were operating in a degraded state. The next quarterly adjustment is scheduled for January 1, 2020.

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 10/28/19					Tuesday 10/29/19					Wednesday 10/30/19					Thursday 10/31/19					Friday 11/01/19				
	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																					\$21.00	291	1,144	1,435	F
1500 - 1600																					\$18.70	284	936	1,220	E
1600 - 1700																					\$10.45	211	954	1,165	D
1700 - 1800																					\$6.95	239	854	1,093	D
1800 - 1900																					\$5.30	243	792	1,035	D
1900 - 2000																					\$5.30	232	641	873	C

PM Time	Monday 11/04/19					Tuesday 11/05/19					Wednesday 11/06/19					Thursday 11/07/19					Friday 11/08/19				
	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	\$5.30	189	962	1,151	D	\$6.95	203	1,115	1,318	F	\$9.00	214	1,118	1,332	F	\$11.85	248	1,190	1,438	F	\$21.00	345	1,522	1,867	F
1500 - 1600	\$7.35	266	911	1,177	D	\$6.95	305	890	1,195	D	\$9.90	285	914	1,199	D	\$12.00	300	964	1,264	E	\$18.70	399	853	1,252	E
1600 - 1700	\$5.30	195	893	1,088	D	\$5.30	187	960	1,147	D	\$5.30	202	944	1,146	D	\$7.50	222	865	1,087	D	\$10.45	251	1,023	1,274	E
1700 - 1800	\$5.30	194	827	1,021	D	\$5.30	234	849	1,083	D	\$5.30	191	848	1,039	D	\$5.30	216	869	1,085	D	\$6.95	281	942	1,223	E
1800 - 1900	\$5.30	295	804	1,099	D	\$5.30	287	863	1,150	D	\$5.30	284	822	1,106	D	\$5.30	293	854	1,147	D	\$5.30	236	766	1,002	D
1900 - 2000	\$2.25	229	617	846	C	\$4.20	212	719	931	C	\$5.30	214	705	919	C	\$5.30	237	773	1,010	D	\$5.30	455	1,044	1,499	F

PM Time	Monday 11/11/19					Tuesday 11/12/19					Wednesday 11/13/19					Thursday 11/14/19					Friday 11/15/19				
	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	\$5.30	275	836	1,111	D	\$6.95	209	1,120	1,329	F	\$9.00	236	1,122	1,358	F	\$11.85	214	1,283	1,497	F	\$21.00	319	1,140	1,459	F
1500 - 1600	\$7.35	343	875	1,218	E	\$6.95	286	964	1,250	E	\$9.90	283	959	1,242	E	\$12.00	289	997	1,286	E	\$18.70	317	860	1,177	D
1600 - 1700	\$5.30	206	787	993	C	\$5.30	174	926	1,100	D	\$5.30	164	939	1,103	D	\$7.50	152	857	1,009	D	\$10.45	210	895	1,105	D
1700 - 1800	\$5.30	236	735	971	C	\$5.30	189	798	987	C	\$5.30	226	887	1,113	D	\$5.30	194	919	1,113	D	\$6.95	245	885	1,130	D
1800 - 1900	\$5.30	253	587	840	C	\$5.30	279	811	1,090	D	\$5.30	294	830	1,124	D	\$5.30	252	832	1,084	D	\$5.30	297	917	1,214	E
1900 - 2000	\$2.25	221	379	600	B	\$4.20	271	811	1,082	D	\$5.30	212	694	906	C	\$5.30	213	817	1,030	D	\$5.30	288	799	1,087	D

PM Time	Monday 11/18/19					Tuesday 11/19/19					Wednesday 11/20/19					Thursday 11/21/19					Friday 11/22/19				
	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	\$5.30	208	986	1,194	D	\$6.95	188	993	1,181	D	\$9.00	217	934	1,151	D	\$11.85	234	1,049	1,283	E	\$21.00	308	1,105	1,413	F
1500 - 1600	\$7.35	302	1,022	1,324	F	\$6.95	287	983	1,270	E	\$9.90	256	856	1,112	D	\$12.00	312	1,014	1,326	F	\$18.70	315	967	1,282	E
1600 - 1700	\$5.30	196	887	1,083	D	\$5.30	162	948	1,110	D	\$5.30	163	774	937	C	\$7.50	196	876	1,072	D	\$10.45	254	967	1,221	E
1700 - 1800	\$5.30	193	830	1,023	D	\$5.30	191	857	1,048	D	\$5.30	203	808	1,011	D	\$5.30	203	793	996	C	\$6.95	267	926	1,193	D
1800 - 1900	\$5.30	280	803	1,083	D	\$5.30	272	734	1,006	D	\$5.30	262	718	980	C	\$5.30	297	770	1,067	D	\$5.30	306	986	1,292	E
1900 - 2000	\$2.25	172	627	799	B	\$4.20	236	824	1,060	D	\$5.30	154	425	579	B	\$5.30	229	590	819	C	\$5.30	446	1,125	1,571	F

PM Time	Monday 11/25/19					Tuesday 11/26/19					Wednesday 11/27/19					Thursday 11/28/19					Friday 11/29/19				
	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	\$5.30	293	1,069	1,362	F	\$6.95	319	1,123	1,442	F	\$15.45	262	1,011	1,273	E	\$5.30	461	769	1,230	E	\$2.25	199	510	709	B
1500 - 1600	\$7.35	337	993	1,330	F	\$6.95	361	1,044	1,405	F	\$12.30	342	929	1,271	E	\$4.20	347	583	930	C	\$2.25	205	404	609	B
1600 - 1700	\$5.30	221	871	1,092	D	\$5.30	226	1,029	1,255	E	\$10.20	162	665	827	C	\$4.20	304	620	924	C	\$2.25	155	335	490	B
1700 - 1800	\$5.30	227	801	1,028	D	\$5.30	250	860	1,110	D	\$8.30	257	778	1,035	D	\$4.20	318	544	862	C	\$2.25	167	298	465	B
1800 - 1900	\$5.30	276	800	1,076	D	\$5.30	298	901	1,199	D	\$5.30	225	617	842	C	\$4.20	319	463	782	B	\$2.25	146	275	421	B
1900 - 2000	\$2.25	238	705	943	C	\$4.20	373	978	1,351	F	\$2.25	189	408	597	B	\$4.20	350	530	880	C	\$1.55	119	201	320	A

Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 10/28/19					Tuesday 10/29/19					Wednesday 10/30/19					Thursday 10/31/19					Friday 11/01/19				
	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																					\$5.30	126	750	876	C
1500 - 1600																					\$2.95	143	612	755	B
1600 - 1700																					\$2.95	112	577	689	B
1700 - 1800																					\$2.95	118	578	696	B
1800 - 1900																					\$2.95	145	556	701	B
1900 - 2000																					\$2.95	118	425	543	B

PM Time	Monday 11/04/19					Tuesday 11/05/19					Wednesday 11/06/19					Thursday 11/07/19					Friday 11/08/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	101	713	814	C	\$5.30	95	746	841	C	\$5.30	107	750	857	C	\$5.30	107	761	868	C	\$5.30	54	330	384	A
1500 - 1600	\$5.30	133	593	726	B	\$2.95	127	629	756	B	\$2.95	149	600	749	B	\$5.30	144	678	822	C	\$2.95	116	341	457	B
1600 - 1700	\$2.95	94	633	727	B	\$2.95	97	679	776	B	\$2.95	91	633	724	B	\$2.95	118	632	750	B	\$2.95	91	459	550	B
1700 - 1800	\$2.95	103	607	710	B	\$2.95	114	631	745	B	\$2.95	112	626	738	B	\$2.95	109	558	667	B	\$2.95	112	588	700	B
1800 - 1900	\$2.95	150	555	705	B	\$2.95	122	568	690	B	\$2.95	146	592	738	B	\$2.95	134	572	706	B	\$2.95	17	49	66	A
1900 - 2000	\$2.95	160	476	636	B	\$2.95	124	605	729	B	\$2.95	150	547	697	B	\$2.95	166	647	813	C	\$2.95	209	611	820	C

PM Time	Monday 11/11/19					Tuesday 11/12/19					Wednesday 11/13/19					Thursday 11/14/19					Friday 11/15/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	142	575	717	B	\$5.30	78	658	736	B	\$5.30	106	778	884	C	\$5.30	103	842	945	C	\$5.30	107	796	903	C
1500 - 1600	\$5.30	173	606	779	B	\$2.95	112	553	665	B	\$2.95	126	691	817	C	\$5.30	113	705	818	C	\$2.95	125	586	711	B
1600 - 1700	\$2.95	129	621	750	B	\$2.95	96	619	715	B	\$2.95	111	689	800	B	\$2.95	92	578	670	B	\$2.95	96	625	721	B
1700 - 1800	\$2.95	139	513	652	B	\$2.95	122	609	731	B	\$2.95	94	679	773	B	\$2.95	94	601	695	B	\$2.95	96	565	661	B
1800 - 1900	\$2.95	143	359	502	B	\$2.95	139	535	674	B	\$2.95	144	624	768	B	\$2.95	131	583	714	B	\$2.95	152	532	684	B
1900 - 2000	\$2.95	118	278	396	A	\$2.95	167	608	775	B	\$2.95	140	486	626	B	\$2.95	121	553	674	B	\$2.95	181	521	702	B

PM Time	Monday 11/18/19					Tuesday 11/19/19					Wednesday 11/20/19					Thursday 11/21/19					Friday 11/22/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	86	698	784	B	\$5.30	91	684	775	B	\$5.30	90	630	720	B	\$5.30	109	737	846	C	\$5.30	134	743	877	C
1500 - 1600	\$5.30	129	638	767	B	\$2.95	128	647	775	B	\$2.95	113	607	720	B	\$5.30	118	742	860	C	\$2.95	132	606	738	B
1600 - 1700	\$2.95	96	646	742	B	\$2.95	89	687	776	B	\$2.95	87	617	704	B	\$2.95	89	594	683	B	\$2.95	93	634	727	B
1700 - 1800	\$2.95	103	602	705	B	\$2.95	103	627	730	B	\$2.95	109	648	757	B	\$2.95	88	576	664	B	\$2.95	114	606	720	B
1800 - 1900	\$2.95	124	588	712	B	\$2.95	128	594	722	B	\$2.95	134	612	746	B	\$2.95	154	625	779	B	\$2.95	121	500	621	B
1900 - 2000	\$2.95	89	432	521	B	\$2.95	131	669	800	B	\$2.95	95	316	411	B	\$2.95	160	550	710	B	\$2.95	34	113	147	A

PM Time	Monday 11/25/19					Tuesday 11/26/19					Wednesday 11/27/19					Thursday 11/28/19					Friday 11/29/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	140	680	820	C	\$5.30	134	644	778	B	\$1.95	134	708	842	C	\$2.95	271	422	693	B	\$2.95	116	331	447	B
1500 - 1600	\$5.30	143	622	765	B	\$2.95	154	652	806	C	\$2.95	152	655	807	C	\$2.95	210	342	552	B	\$1.95	142	253	395	A
1600 - 1700	\$2.95	124	649	773	B	\$2.95	115	614	729	B	\$1.95	76	453	529	B	\$2.95	194	330	524	B	\$1.95	104	231	335	A
1700 - 1800	\$2.95	110	585	695	B	\$2.95	105	572	677	B	\$1.95	126	563	689	B	\$2.95	175	305	480	B	\$1.95	104	240	344	A
1800 - 1900	\$2.95	147	573	720	B	\$2.95	142	609	751	B	\$2.95	87	273	360	A	\$2.95	233	295	528	B	\$1.95	109	186	295	A
1900 - 2000	\$2.95	157	458	615	B	\$2.95	239	659	898	C	\$2.95	104	222	326	A	\$2.95	323	348	671	B	\$1.95	97	131	228	A

RCTC WESTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak Total

PM Time	Monday 10/28/19			Tuesday 10/29/19			Wednesday 10/30/19			Thursday 10/31/19			Friday 11/01/19		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500													417	1,894	2,311
1500 - 1600													427	1,548	1,975
1600 - 1700													323	1,531	1,854
1700 - 1800													357	1,432	1,789
1800 - 1900													388	1,348	1,736
1900 - 2000													350	1,066	1,416

PM Time	Monday 11/04/19			Tuesday 11/05/19			Wednesday 11/06/19			Thursday 11/07/19			Friday 11/08/19		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	290	1,675	1,965	298	1,861	2,159	321	1,868	2,189	355	1,951	2,306	399	1,852	2,251
1500 - 1600	399	1,504	1,903	432	1,519	1,951	434	1,514	1,948	444	1,642	2,086	515	1,194	1,709
1600 - 1700	289	1,526	1,815	284	1,639	1,923	293	1,577	1,870	340	1,497	1,837	342	1,482	1,824
1700 - 1800	297	1,434	1,731	348	1,480	1,828	303	1,474	1,777	325	1,427	1,752	393	1,530	1,923
1800 - 1900	445	1,359	1,804	409	1,431	1,840	430	1,414	1,844	427	1,426	1,853	253	815	1,068
1900 - 2000	389	1,093	1,482	336	1,324	1,660	364	1,252	1,616	403	1,420	1,823	664	1,655	2,319

PM Time	Monday 11/11/19			Tuesday 11/12/19			Wednesday 11/13/19			Thursday 11/14/19			Friday 11/15/19		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	417	1,411	1,828	287	1,778	2,065	342	1,900	2,242	317	2,125	2,442	426	1,936	2,362
1500 - 1600	516	1,481	1,997	398	1,517	1,915	409	1,650	2,059	402	1,702	2,104	442	1,446	1,888
1600 - 1700	335	1,408	1,743	270	1,545	1,815	275	1,628	1,903	244	1,435	1,679	306	1,520	1,826
1700 - 1800	375	1,248	1,623	311	1,407	1,718	320	1,566	1,886	288	1,520	1,808	341	1,450	1,791
1800 - 1900	396	946	1,342	418	1,346	1,764	438	1,454	1,892	383	1,415	1,798	449	1,449	1,898
1900 - 2000	339	657	996	438	1,419	1,857	352	1,180	1,532	334	1,370	1,704	469	1,320	1,789

PM Time	Monday 11/18/19			Tuesday 11/19/19			Wednesday 11/20/19			Thursday 11/21/19			Friday 11/22/19		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	294	1,684	1,978	279	1,677	1,956	307	1,564	1,871	343	1,786	2,129	442	1,848	2,290
1500 - 1600	431	1,660	2,091	415	1,630	2,045	369	1,463	1,832	430	1,756	2,186	447	1,573	2,020
1600 - 1700	292	1,533	1,825	251	1,635	1,886	250	1,391	1,641	285	1,470	1,755	347	1,601	1,948
1700 - 1800	296	1,432	1,728	294	1,484	1,778	312	1,456	1,768	291	1,369	1,660	381	1,532	1,913
1800 - 1900	404	1,391	1,795	400	1,328	1,728	396	1,330	1,726	451	1,395	1,846	427	1,486	1,913
1900 - 2000	261	1,059	1,320	367	1,493	1,860	249	741	990	389	1,140	1,529	480	1,238	1,718

PM Time	Monday 11/25/19			Tuesday 11/26/19			Wednesday 11/27/19			Thursday 11/28/19			Friday 11/29/19		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	433	1,749	2,182	453	1,767	2,220	396	1,719	2,115	732	1,191	1,923	315	841	1,156
1500 - 1600	480	1,615	2,095	515	1,696	2,211	494	1,584	2,078	557	925	1,482	347	657	1,004
1600 - 1700	345	1,520	1,865	341	1,643	1,984	238	1,118	1,356	498	950	1,448	259	566	825
1700 - 1800	337	1,386	1,723	355	1,432	1,787	383	1,341	1,724	493	849	1,342	271	538	809
1800 - 1900	423	1,373	1,796	440	1,510	1,950	312	890	1,202	552	758	1,310	255	461	716
1900 - 2000	395	1,163	1,558	612	1,637	2,249	293	630	923	673	878	1,551	216	332	548

Westbound AM Peak - McKinley to County Line

	Monday 10/28/19				Tuesday 10/29/19				Wednesday 10/30/19				Thursday 10/31/19				Friday 11/01/19			
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500																\$5.30	357	749	1,106	D
0500 - 0600																\$12.20	458	1,006	1,464	F
0600 - 0700																\$11.45	421	1,094	1,515	F
0700 - 0800																\$9.30	335	1,065	1,400	F
0800 - 0900																\$8.00	234	1,089	1,323	E
0900 - 1000																\$5.30	154	733	887	C

	Monday 11/04/19				Tuesday 11/05/19				Wednesday 11/06/19				Thursday 11/07/19				Friday 11/08/19			
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$10.80	409	1,172	1,581	F	\$10.80	410	1,043	1,453	F	\$10.80	485	1,151	1,636	F	\$10.50	401	1,182	1,583	F
0500 - 0600	\$23.25	467	859	1,326	E	\$22.80	535	874	1,409	F	\$18.40	430	1,069	1,499	F	\$17.50	480	1,050	1,530	F
0600 - 0700	\$20.20	370	872	1,242	E	\$17.45	300	849	1,149	D	\$19.40	402	672	1,074	D	\$19.40	387	758	1,145	D
0700 - 0800	\$16.35	289	1,268	1,557	F	\$16.35	302	1,360	1,662	F	\$17.10	297	1,385	1,682	F	\$15.30	288	1,375	1,663	F
0800 - 0900	\$11.15	167	1,475	1,642	F	\$11.45	186	1,443	1,629	F	\$11.45	179	1,409	1,588	F	\$12.20	167	1,469	1,636	F
0900 - 1000	\$6.95	173	1,165	1,338	E	\$9.00	177	1,226	1,403	F	\$8.00	132	1,161	1,293	E	\$9.00	179	1,061	1,240	E

	Monday 11/11/19				Tuesday 11/12/19				Wednesday 11/13/19				Thursday 11/14/19				Friday 11/15/19			
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$10.80	241	649	890	C	\$10.80	401	1,116	1,517	F	\$10.80	463	1,082	1,545	F	\$10.50	384	1,155	1,539	F
0500 - 0600	\$23.25	283	582	865	C	\$22.80	558	885	1,443	F	\$18.40	424	1,076	1,500	F	\$17.50	493	1,098	1,591	F
0600 - 0700	\$20.20	180	642	822	C	\$17.45	325	900	1,225	E	\$19.40	403	708	1,111	D	\$19.40	388	681	1,069	D
0700 - 0800	\$16.35	177	780	957	C	\$16.35	264	1,237	1,501	F	\$17.10	281	1,422	1,703	F	\$15.30	298	1,413	1,711	F
0800 - 0900	\$11.15	178	759	937	C	\$11.45	207	1,374	1,581	F	\$11.45	167	1,501	1,668	F	\$12.20	160	1,504	1,664	F
0900 - 1000	\$6.95	218	682	900	C	\$9.00	185	1,298	1,483	F	\$8.00	150	1,151	1,301	E	\$9.00	153	1,175	1,328	E

	Monday 11/18/19				Tuesday 11/19/19				Wednesday 11/20/19				Thursday 11/21/19				Friday 11/22/19			
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$10.80	388	1,155	1,543	F	\$10.80	420	1,185	1,605	F	\$10.80	406	1,157	1,563	F	\$10.50	392	1,279	1,671	F
0500 - 0600	\$23.25	474	853	1,327	E	\$22.80	605	912	1,517	F	\$18.40	405	1,001	1,406	F	\$17.50	473	1,110	1,583	F
0600 - 0700	\$20.20	340	892	1,232	E	\$17.45	355	809	1,164	D	\$19.40	349	675	1,024	D	\$19.40	362	764	1,126	D
0700 - 0800	\$16.35	309	1,298	1,607	F	\$16.35	331	1,307	1,638	F	\$17.10	260	1,167	1,427	F	\$15.30	270	1,333	1,603	F
0800 - 0900	\$11.15	176	1,553	1,729	F	\$11.45	210	1,507	1,717	F	\$11.45	167	1,268	1,435	F	\$12.20	158	1,249	1,407	F
0900 - 1000	\$6.95	165	1,237	1,402	F	\$9.00	151	1,158	1,309	E	\$8.00	121	915	1,036	D	\$9.00	129	951	1,080	D

	Monday 11/25/19				Tuesday 11/26/19				Wednesday 11/27/19				Thursday 11/28/19				Friday 11/29/19			
AM Time	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$10.80	448	1,116	1,564	F	\$10.80	396	1,161	1,557	F	\$7.05	301	859	1,160	D	\$1.55	15	20	35	A
0500 - 0600	\$23.25	468	847	1,315	E	\$22.80	516	938	1,454	F	\$8.30	248	540	788	B	\$1.55	11	33	44	A
0600 - 0700	\$20.20	291	957	1,248	E	\$17.45	253	907	1,160	D	\$6.95	195	748	943	C	\$1.55	24	40	64	A
0700 - 0800	\$16.35	276	1,223	1,499	F	\$16.35	242	1,246	1,488	F	\$6.95	185	802	987	C	\$1.55	30	86	116	A
0800 - 0900	\$11.15	221	1,305	1,526	F	\$11.45	191	1,264	1,455	F	\$5.30	116	696	812	C	\$1.55	57	147	204	A
0900 - 1000	\$6.95	235	1,145	1,380	F	\$9.00	241	912	1,153	D	\$4.20	154	571	725	B	\$1.55	120	230	350	A

RCTC OPERATIONAL HIGHLIGHTS

On-road Operations

RCTC Freeway Service Patrol (FSP) responded to 83 calls during the month of November. Of those calls, 61 were to assist disabled vehicles, 8 calls to remove debris and 14 were in response to accidents in the Express Lanes

6C Transponder Technology

In December and over the course of several months, the 91 Express Lanes will be sending letters to customers notifying them of the transition to the new 6C protocol, as well as changes to the account plans, user agreement and privacy policy. A new welcome kit, which includes mounting instructions, has been designed and developed and will be sent with the new sticker transponders commencing January 2020. It is envisioned the distribution of the new transponders to all the customers will take place over several months.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of : 11/30/2019		YTD Variance	
	Actual ¹	Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 25,939,940.46	\$ 15,245,458.33	\$ 10,694,482.13	70.1
Fee Revenue	3,247,766.41	2,200,125.00	1,047,641.41	47.6
Total operating revenues	29,187,706.87	17,445,583.33	11,742,123.54	67.3
Operating expenses:				
Salaries and Benefits	337,920.94	563,916.67	225,995.73	40.1
Legal Services	88,239.01	145,833.33	57,594.32	39.5
Advisory Services	29,617.58	31,250.00	1,632.42	5.2
Audit and Accounting Fees	46,000.00	19,583.33	(26,416.67)	(134.9)
Service Fees	1,086.78	10,833.33	9,746.55	90.0
Other Professional Services	50,296.60	614,958.33	564,661.73	91.8
Lease Expense	86,530.41	106,875.00	20,344.59	19.0
Operations	1,281,355.02	1,511,875.00	230,519.98	15.2
Utilities	9,754.71	26,041.67	16,286.96	62.5
Supplies and Materials	66.40	2,083.33	2,016.93	96.8
Membership and Subscription Fees	20,056.75	10,416.67	(9,640.08)	(92.5)
Office Equipment & Furniture (Non-Capital)	747.12	2,083.33	1,336.21	64.1
Maintenance/Repairs	59,429.26	145,750.00	86,320.74	59.2
Training Seminars and Conferences	350.00	1,875.00	1,525.00	81.3
Transportation Expenses	97.04	3,125.00	3,027.96	96.9
Lodging	1,328.48	2,916.67	1,588.19	54.5
Meals	302.88	416.67	113.79	27.3
Other Staff Expenses	328.10	416.67	88.57	21.3
Advertising	38.00	79,166.67	79,128.67	100.0
Program Management	30,692.21	-	(30,692.21)	N/A
Program Operations	2,544,941.37	4,440,291.67	1,895,350.30	42.7
Litigation Settlement	-	4,166.67	4,166.67	100.0
Furniture & Equipment	261,188.80	312,500.00	51,311.20	16.4
Improvements	16,032.27	6,708.33	(9,323.94)	(139.0)
Depreciation	2,695,986.01 [#]	-	(2,695,986.01)	N/A
Bad Debt Expense	(0.37)	-	0.37	N/A
Total operating expenses	7,562,385.37	8,043,083.33	480,697.96	6.0
Operating income (loss)	21,625,321.50	9,402,500.00	12,222,821.50	130.0
Nonoperating revenues (expenses):				
Interest Revenue	878,007.08	634,208.33	243,798.75	(38.4)
Other Miscellaneous Revenue	(879.96)	-	(879.96)	N/A
Interest Expense	(7,173,251.39)	(2,966,625.00)	(4,206,626.39)	141.8
Total nonoperating revenues (expenses)	(7,124,824.09)	(2,332,416.67)	(4,792,407.42)	(205.5)
Transfers In	-	-	-	N/A
Transfers Out	(325,600.00)	(1,274,791.67)	949,191.67	(74.5)
Net income (loss)	\$ 14,174,897.41	\$ 5,795,291.67	\$ 8,379,605.74	144.6

¹ Unaudited

² Depreciation is not a budgeted expense

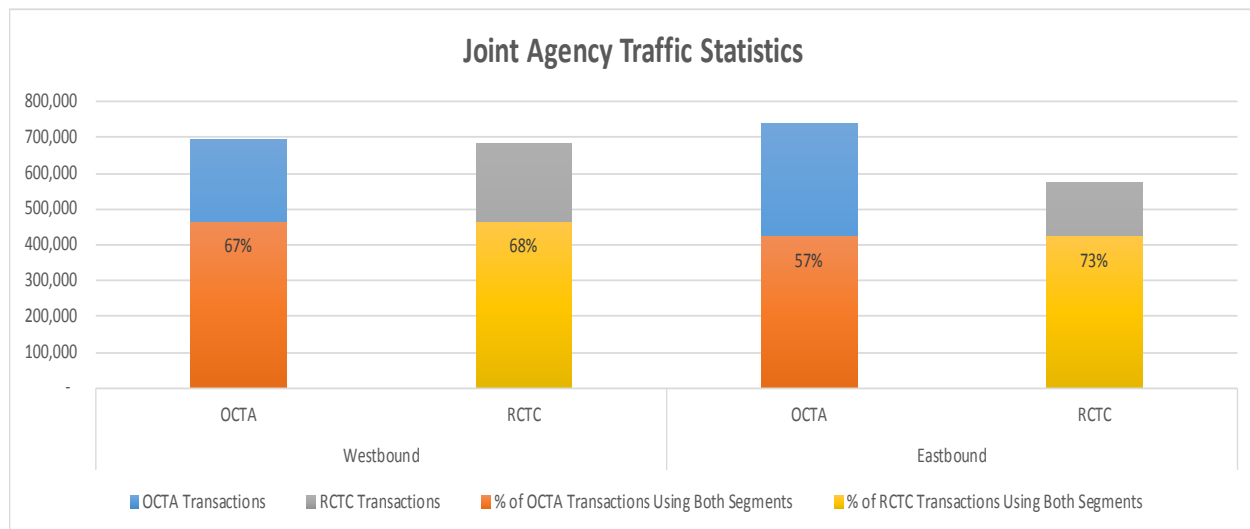
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING November 30, 2019

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	696,072	464,366	67%	\$ 1,813,977
RCTC	686,729	464,366	68%	\$ 3,452,113
I-15	300,481	206,255	69%	\$ 1,448,720
McKinley	386,248	258,111	67%	\$ 2,003,394
Eastbound				
OCTA	738,948	421,599	57%	\$ 2,571,130
RCTC	577,872	421,599	73%	\$ 1,878,166
I-15	204,318	160,067	78%	\$ 454,205
McKinley	373,554	261,532	70%	\$ 1,423,961

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	Reporting Period	PERFORMANCE STANDARD	Nov-19 Performance
CUSTOMER SERVICE			
Call Wait Time	Monthly	Not to exceed 2 minutes	0:36
Abandon Rate	Monthly	No more than 4.0%	0.9%
Customer Satisfaction	Monthly	At least 75 outbound calls	75
VIOLATION PROCESSING			
Response Time	Monthly	Within 2 business days of receipt	0.7
CUSA Violation Collection Rate	Quarterly	70% or more	
CUSA Violation Collection Rate	Annually	74% or more	
TRAFFIC OPERATIONS			
Initial & Secondary Review s	Monthly	Equal to or less than 15 days	0.9
* Plate Misread Errors	Monthly	Equal to or less than 0.4%	0.01%
CAS Response Time	Monthly	0:20 (minutes) per call	0:09
ACCOUNTING			
OCTA Exceptions	Monthly	No more than 3	0
RCTC Exceptions	Monthly	No more than 3	0
INFORMATION TECHNOLOGY			
Back-office System Uptime	Monthly	99% Availability	100%
Netw ork Uptime	Monthly	99% Availability	100%

CUSA = Cofiroute USA; CAS = OCTA Customer Assistance Specialists

* Plate Misread Error performance is current after a 60-day hold-back period; therefore, percentage reported here is for 2 months prior to the month of this report.

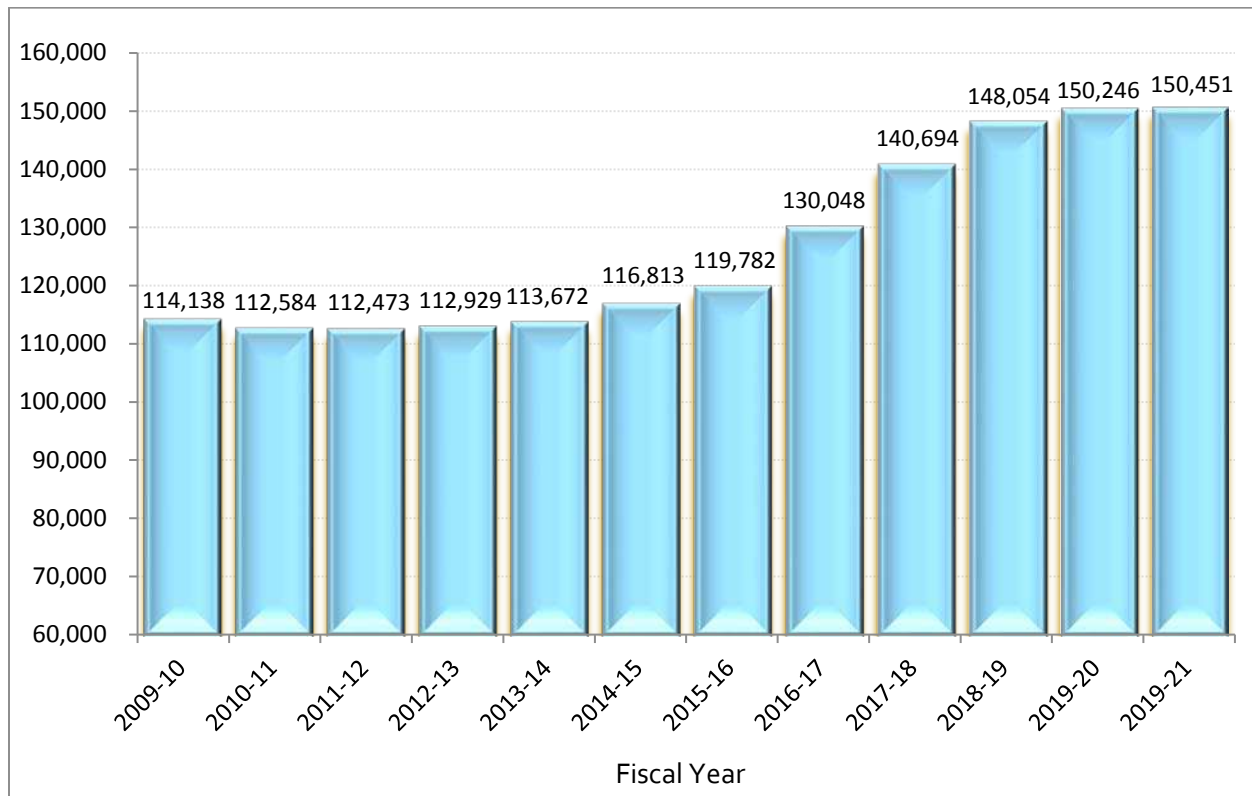
JOINT AGENCY TRANSPONDER DISTRIBUTION

TRANSPONDER DISTRIBUTION	November-19		October-19		FY 2019-20	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	870	53.9%	1,347	48.0%	1,377	50.9%
Additional Tags to Existing Accounts	472	29.2%	873	31.1%	804	29.7%
Replacement Transponders	272	16.9%	587	20.9%	526	19.4%
Total Issued	1,614		2,807		2,707	
Returned						
Account Closures	420	38.3%	497	41.2%	490	39.5%
Accounts Downsizing	107	9.8%	168	13.9%	155	12.5%
Defective Transponders	570	52.0%	540	44.8%	595	48.0%
Total Returned	1,097		1,205		1,240	

At the end of November 2019, the 91 Express Lanes had 150,451 active customer accounts and 229,160 transponders classified as Assigned.

Number of Accounts by Fiscal Year

As of November 30, 2019



Incoming Email Activity

During November, the Anaheim Processing Center received 2,645 emails.



Orange County Transportation Authority
Riverside County Transportation Commission



Status Report
December 2019

As of December 31, 2019

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes for December 2019 was 1,440,236. This represents a daily average of 46,459 vehicles. This is a 1.4% increase in total traffic volume from the same period last year, which totaled 1,420,288. Potential toll revenue for December was \$4,338,299, which represents an increase of 6.3% from the prior year's total of \$4,082,589. Carpool percentage for December was 26.45% as compared to the previous year's rate of 28.22%.

Month-to-date traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the month of December 2019.

Current Month-to-Date (MTD) as of December 31, 2019

	Dec-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Dec-18 MTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	1,059,346	1,047,331	12,015	1.1%	1,019,435	3.9%
3+ Lanes	380,890	332,256	48,634	14.6%	400,853	(5.0%)
Total Gross Trips	1,440,236	1,379,587	60,649	4.4%	1,420,288	1.4%
Revenue						
Full Toll Lanes	\$4,269,308	\$4,375,004	(\$105,696)	(2.4%)	\$4,006,933	6.5%
3+ Lanes	\$68,991	\$79,793	(\$10,803)	(13.5%)	\$75,656	(8.8%)
Total Gross Revenue	\$4,338,299	\$4,454,798	(\$116,499)	(2.6%)	\$4,082,589	6.3%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.03	\$4.18	(\$0.15)	(3.6%)	\$3.93	2.5%
Average 3+ Lanes	\$0.18	\$0.24	(\$0.06)	(25.0%)	\$0.19	(5.3%)
Average Gross Revenue	\$3.01	\$3.23	(\$0.22)	(6.8%)	\$2.87	4.9%

The 2020 fiscal year-to-date traffic volume increased by 1.9% and potential toll revenue increased by 3.8%, when compared with the same period last year. Year-to-date average revenue per-trip is \$3.02.

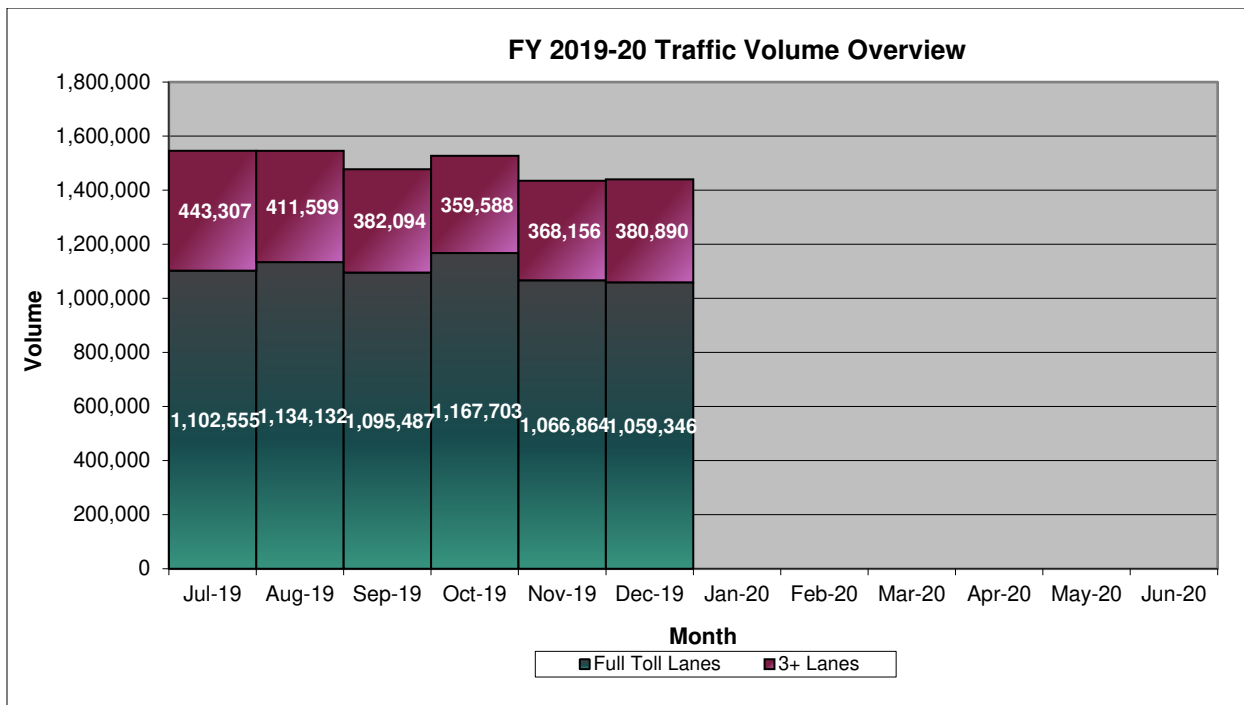
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 Express Lanes and associated potential revenue for the months of July 2019 through December 2019.

FY 2019-20 Year to Date as of December 31, 2019

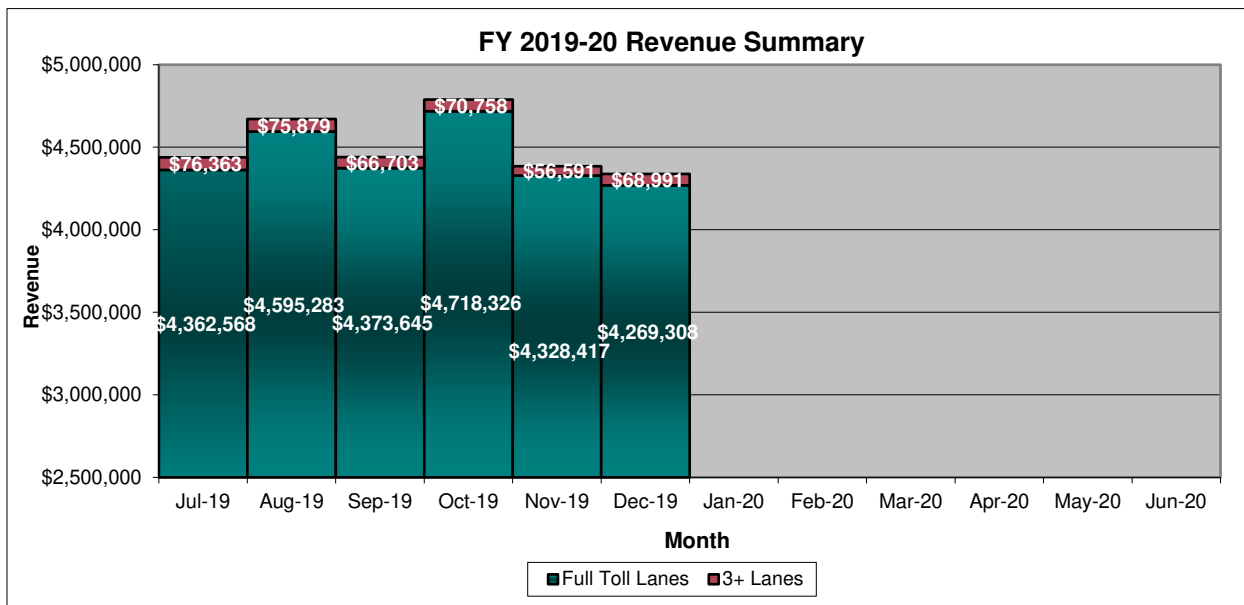
	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	6,626,087	6,578,628	47,459	0.7%	6,473,345	2.4%
3+ Lanes	2,345,634	2,007,095	338,539	16.9%	2,335,270	0.4%
Total Gross Trips	8,971,721	8,585,723	385,998	4.5%	8,808,615	1.9%
Revenue						
Full Toll Lanes	\$26,647,546	\$27,437,130	(\$789,585)	(2.9%)	\$25,618,492	4.0%
3+ Lanes	\$415,384	\$500,281	(\$84,896)	(17.0%)	\$449,916	(7.7%)
Total Gross Revenue	\$27,062,930	\$27,937,411	(\$874,481)	(3.1%)	\$26,068,408	3.8%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.02	\$4.17	(\$0.15)	(3.6%)	\$3.96	1.5%
Average 3+ Lanes	\$0.18	\$0.25	(\$0.07)	(28.0%)	\$0.19	(5.3%)
Average Gross Revenue	\$3.02	\$3.25	(\$0.23)	(7.1%)	\$2.96	2.0%

OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll trips and HOV3+ trips for FY 2019-20 on a monthly basis.



OCTA EASTBOUND PEAK-HOUR VOLUMES

Peak traffic hour in the eastbound direction reached or exceeded 90% or more of defined capacity 7 times during the month of December 2019. As demonstrated on the next chart, westbound peak hour traffic volumes top out at 82% of defined capacity.

PM Time	Monday 12/02/19				Tuesday 12/03/19				Wednesday 12/04/19				Thursday 12/05/19				Friday 12/06/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	372	2,584	76%	\$5.15	377	2,934	86%	\$5.15	334	2,541	75%	\$6.70	371	3,193	94%	\$7.10	421	2,812	83%
1500 - 1600	\$5.50	602	3,105	91%	\$5.75	552	2,739	81%	\$7.75	499	2,740	81%	\$6.75	568	3,240	95%	\$9.15	603	2,385	70%
1600 - 1700	\$5.35	404	2,824	83%	\$5.50	415	2,918	86%	\$7.50	356	2,479	73%	\$8.30	397	2,625	77%	\$8.95	430	2,633	77%
1700 - 1800	\$5.30	522	3,002	88%	\$5.40	506	2,834	83%	\$6.40	431	2,399	71%	\$8.20	491	2,786	82%	\$7.05	508	2,778	82%
1800 - 1900	\$5.50	654	2,820	83%	\$3.95	620	2,973	87%	\$3.95	522	2,222	65%	\$4.85	649	2,897	85%	\$6.55	611	2,840	84%
1900 - 2000	\$3.85	461	1,838	54%	\$3.85	653	2,727	80%	\$3.85	439	1,760	52%	\$5.60	625	2,507	74%	\$6.05	668	2,461	72%

PM Time	Monday 12/09/19				Tuesday 12/10/19				Wednesday 12/11/19				Thursday 12/12/19				Friday 12/13/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	384	2,722	80%	\$5.15	404	2,944	87%	\$5.15	386	2,992	88%	\$6.70	417	3,189	94%	\$7.10	408	3,166	93%
1500 - 1600	\$5.50	548	2,914	86%	\$5.75	598	2,821	83%	\$7.75	569	2,888	85%	\$6.75	554	2,981	88%	\$9.15	611	2,629	77%
1600 - 1700	\$5.35	435	2,957	87%	\$5.50	408	2,893	85%	\$7.50	381	2,840	84%	\$8.30	401	2,474	73%	\$8.95	439	2,818	83%
1700 - 1800	\$5.30	495	2,867	84%	\$5.40	495	2,876	85%	\$6.40	524	2,861	84%	\$8.20	514	2,857	84%	\$7.05	502	2,694	79%
1800 - 1900	\$5.50	621	2,761	81%	\$3.95	628	2,916	86%	\$3.95	570	2,830	83%	\$4.85	643	3,038	89%	\$6.55	668	2,716	80%
1900 - 2000	\$3.85	599	2,371	70%	\$3.85	692	2,839	84%	\$3.85	696	2,812	83%	\$5.60	741	2,797	82%	\$6.05	660	2,380	70%

PM Time	Monday 12/16/19				Tuesday 12/17/19				Wednesday 12/18/19				Thursday 12/19/19				Friday 12/20/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	402	2,674	79%	\$5.15	419	3,027	89%	\$5.15	446	3,020	89%	\$6.70	478	3,291	97%	\$7.10	488	3,133	92%
1500 - 1600	\$5.50	550	2,922	86%	\$5.75	583	2,783	82%	\$7.75	587	2,987	88%	\$6.75	560	2,993	88%	\$9.15	615	2,655	78%
1600 - 1700	\$5.35	437	2,916	86%	\$5.50	417	2,883	85%	\$7.50	413	2,967	87%	\$8.30	382	2,396	70%	\$8.95	410	2,675	79%
1700 - 1800	\$5.30	569	2,868	84%	\$5.40	514	3,021	89%	\$6.40	535	2,957	87%	\$8.20	517	2,820	83%	\$7.05	523	2,784	82%
1800 - 1900	\$5.50	665	2,879	85%	\$3.95	681	3,026	89%	\$3.95	640	3,024	89%	\$4.85	664	2,980	88%	\$6.55	678	2,800	82%
1900 - 2000	\$3.85	632	2,439	72%	\$3.85	660	2,740	81%	\$3.85	646	2,382	70%	\$5.60	716	2,812	83%	\$6.05	655	2,235	66%

PM Time	Monday 12/23/19				Tuesday 12/24/19				Wednesday 12/25/19				Thursday 12/26/19				Friday 12/27/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	460	2,380	70%	\$7.10	733	2,550	75%	\$6.00	732	1,635	48%	\$6.70	402	1,956	58%	\$7.10	572	2,819	83%
1500 - 1600	\$5.50	558	2,641	78%	\$9.15	910	2,323	68%	\$6.00	668	1,387	41%	\$6.75	475	1,930	57%	\$9.15	663	2,383	70%
1600 - 1700	\$5.35	481	2,741	81%	\$8.95	669	2,053	60%	\$6.00	561	1,166	34%	\$8.30	302	1,401	41%	\$8.95	433	2,210	65%
1700 - 1800	\$5.30	475	2,336	69%	\$7.05	797	2,013	59%	\$6.00	561	1,136	33%	\$8.20	477	1,654	49%	\$7.05	589	2,212	65%
1800 - 1900	\$5.50	543	2,031	60%	\$6.55	786	1,865	55%	\$6.00	667	1,253	37%	\$4.85	454	1,364	40%	\$6.55	603	1,958	58%
1900 - 2000	\$3.85	431	1,458	43%	\$6.05	755	1,633	48%	\$6.00	745	1,381	41%	\$5.60	354	923	27%	\$6.05	583	1,538	45%

PM Time	Monday 12/30/19				Tuesday 12/31/19				Wednesday 01/01/20				Thursday 01/02/20				Friday 01/03/20			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.15	432	2,280	67%	\$7.10	554	2,709	80%												
1500 - 1600	\$5.50	585	2,956	87%	\$9.15	677	2,466	73%												
1600 - 1700	\$5.35	429	2,562	75%	\$8.95	532	2,215	65%												
1700 - 1800	\$5.30	509	2,396	70%	\$7.05	578	1,939	57%												
1800 - 1900	\$5.50	456	1,660	49%	\$6.55	685	1,858	55%												
1900 - 2000	\$3.85	480	1,491	44%	\$6.05	509	1,311	39%												

OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 12/02/19				Tuesday 12/03/19				Wednesday 12/04/19				Thursday 12/05/19				Friday 12/06/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	826	2,651	78%	\$3.05	791	2,585	76%	\$3.05	782	2,395	70%	\$3.05	759	2,505	74%	\$3.05	718	2,148	63%
0500 - 0600	\$4.95	813	2,544	75%	\$4.95	822	2,473	73%	\$4.95	786	2,460	72%	\$4.95	834	2,638	78%	\$4.70	773	2,470	73%
0600 - 0700	\$5.15	529	2,030	60%	\$5.15	540	2,049	60%	\$5.15	533	1,675	49%	\$5.15	538	1,968	58%	\$4.95	548	2,128	63%
0700 - 0800	\$5.65	393	1,957	58%	\$5.65	425	2,237	66%	\$5.65	383	1,882	55%	\$5.65	429	2,125	63%	\$5.50	402	1,910	56%
0800 - 0900	\$5.15	215	1,920	56%	\$5.15	249	2,161	64%	\$5.15	209	1,843	54%	\$5.15	239	2,051	60%	\$4.95	252	1,905	56%
0900 - 1000	\$4.10	273	1,977	58%	\$4.10	250	2,107	62%	\$4.10	228	1,952	57%	\$4.10	255	2,141	63%	\$4.10	282	1,904	56%

AM Time	Monday 12/09/19				Tuesday 12/10/19				Wednesday 12/11/19				Thursday 12/12/19				Friday 12/13/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	802	2,629	77%	\$3.05	822	2,695	79%	\$3.05	823	2,684	79%	\$3.05	800	2,635	78%	\$3.05	696	2,093	62%
0500 - 0600	\$4.95	843	2,674	79%	\$4.95	881	2,650	78%	\$4.95	809	2,678	79%	\$4.95	843	2,783	82%	\$4.70	740	2,435	72%
0600 - 0700	\$5.15	529	2,046	60%	\$5.15	568	2,123	62%	\$5.15	587	1,918	56%	\$5.15	566	1,984	58%	\$4.95	583	2,139	63%
0700 - 0800	\$5.65	421	2,101	62%	\$5.65	432	1,987	58%	\$5.65	426	2,127	63%	\$5.65	389	2,044	60%	\$5.50	392	1,905	56%
0800 - 0900	\$5.15	251	2,060	61%	\$5.15	269	2,254	66%	\$5.15	270	2,143	63%	\$5.15	268	2,082	61%	\$4.95	252	1,773	52%
0900 - 1000	\$4.10	254	2,063	61%	\$4.10	255	2,222	65%	\$4.10	291	2,182	64%	\$4.10	285	2,262	67%	\$4.10	270	2,013	59%

AM Time	Monday 12/16/19				Tuesday 12/17/19				Wednesday 12/18/19				Thursday 12/19/19				Friday 12/20/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	804	2,662	78%	\$3.05	760	2,648	78%	\$3.05	840	2,709	80%	\$3.05	834	2,660	78%	\$3.05	646	2,095	62%
0500 - 0600	\$4.95	796	2,521	74%	\$4.95	906	2,716	80%	\$4.95	803	2,716	80%	\$4.95	855	2,683	79%	\$4.70	686	2,429	71%
0600 - 0700	\$5.15	561	2,024	60%	\$5.15	544	2,047	60%	\$5.15	580	1,983	58%	\$5.15	588	1,999	59%	\$4.95	524	2,040	60%
0700 - 0800	\$5.65	429	2,099	62%	\$5.65	443	2,228	66%	\$5.65	413	2,068	61%	\$5.65	409	2,058	61%	\$5.50	392	1,884	55%
0800 - 0900	\$5.15	267	2,044	60%	\$5.15	232	2,064	61%	\$5.15	210	2,094	62%	\$5.15	266	2,001	59%	\$4.95	274	1,858	55%
0900 - 1000	\$4.10	259	2,069	61%	\$4.10	255	2,226	65%	\$4.10	233	2,125	63%	\$4.10	270	2,204	65%	\$4.10	304	2,025	60%

AM Time	Monday 12/23/19				Tuesday 12/24/19				Wednesday 12/25/19				Thursday 12/26/19				Friday 12/27/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	611	1,968	58%	\$3.05	292	847	25%	\$1.70	20	53	2%	\$3.05	412	1,281	38%	\$3.05	410	1,167	34%
0500 - 0600	\$4.95	674	2,048	60%	\$4.70	298	872	26%	\$1.70	22	59	2%	\$4.95	452	1,370	40%	\$4.70	383	1,255	37%
0600 - 0700	\$5.15	342	1,442	42%	\$4.95	146	645	19%	\$1.70	33	86	3%	\$5.15	221	787	23%	\$4.95	272	1,042	31%
0700 - 0800	\$5.65	257	1,368	40%	\$5.50	162	712	21%	\$1.70	38	110	3%	\$5.65	200	835	25%	\$5.50	215	983	29%
0800 - 0900	\$5.15	289	1,600	47%	\$4.95	172	723	21%	\$3.05	112	287	8%	\$5.15	173	928	27%	\$4.95	263	1,108	33%
0900 - 1000	\$4.10	328	1,672	49%	\$4.10	246	967	28%	\$3.20	296	672	20%	\$4.10	227	986	29%	\$4.10	341	1,358	40%

AM Time	Monday 12/30/19				Tuesday 12/31/19				Wednesday 01/01/20				Thursday 01/02/20				Friday 01/03/20			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.05	536	1,635	48%	\$3.05	411	1,182	35%												
0500 - 0600	\$4.95	517	1,658	49%	\$4.70	410	1,269	37%												
0600 - 0700	\$5.15	244	1,058	31%	\$4.95	202	867	26%												
0700 - 0800	\$5.65	212	1,073	32%	\$5.50	169	807	24%												
0800 - 0900	\$5.15	206	1,135	33%	\$4.95	162	810	24%												
0900 - 1000	\$4.10	222	1,218	36%	\$4.10	224	958	28%												

OCTA OPERATIONAL HIGHLIGHTS

On-road Operations

OCTA Customer Assistance Specialists (CAS) responded to 69 calls during the month of December. Of those calls, 60 were to assist disabled vehicles, eight calls to remove debris and one call was in response to an accident in the Express Lanes.

Electronic Toll and Traffic Management System Project Update

Kapsch TrafficCom USA, Inc., (Kapsch), the toll lanes system integrator for the 91 Express Lanes, completed the replacement of the Electronic Toll and Traffic Management (ETTM) system at the current toll gantries. This new lane system is reading both the new 6C transponder protocol as well as the legacy Title 21 protocol. The next phase of the project, which begins next calendar year, entails the replacement of the closed-circuit television cameras along the corridor. New toll gantries will be constructed at the three entrances of the OCTA 91 Express Lanes after which Kapsch will install new ETTM equipment on the entrance gantries.

6C Transition Update

Changes to the back-office system to incorporate the new 6C transponder protocol is underway. In December, the 91 Express Lanes began sending letters to customers notifying them of the transition to 6C, as well as changes to the account plans, user agreement and privacy policy. In the upcoming weeks, distribution of the new welcome kit and sticker transponders will commence. It is envisioned the distribution of the new transponders to all the customers will take place over several months.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 12/31/2019		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll revenue	\$ 24,980,421.52	\$ 26,524,152.00	\$ (1,543,730.48)	(5.8)
Fee revenue	3,670,732.82	2,036,168.00	1,634,564.82	80.3
Total operating revenues	28,651,154.34	28,560,320.00	90,834.34	0.3
Operating expenses:				
Contracted services	3,116,701.55	3,823,520.00	706,818.45	18.5
Administrative fee	1,417,440.00	1,419,942.00	2,502.00	0.2
Other professional services	543,225.79	1,242,354.00	699,128.21	56.3
Credit card processing fees	650,278.67	710,775.00	60,496.33	8.5
Toll road account servicing	361,994.18	1,204,250.00	842,255.82	69.9
Other insurance expense	186,547.50	374,850.00	188,302.50	50.2
Toll road maintenance supply repairs	113,058.29	237,502.00	124,443.71	52.4
Patrol services	368,520.38	489,810.00	121,289.62	24.8
Building equipment repairs and maint	(5,597.21)	166,142.00	171,739.21	103.4
6C Transponders	-	125,000.00	125,000.00	100.0
Other services	(14,568.00)	17,498.00	32,066.00	183.3
Utilities	19,873.73	36,738.00	16,864.27	45.9
Office expense	3.14	102,110.00	102,106.86	100.0
Bad debt expense	79,155.93	-	(79,155.93)	N/A
Miscellaneous ⁽²⁾	37,397.45	75,000.00	37,602.55	50.1
Leases	180,718.19	229,908.00	49,189.81	21.4
Total operating expenses	7,054,749.59	10,255,399.00	3,200,649.41	31.2
Depreciation and amortization ⁽³⁾	1,770,709.34	-	(1,770,709.34)	N/A
Operating income (loss)	19,825,695.41	18,304,921.00	1,520,774.41	8.3
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	297,352.97	453,125.00	(155,772.03)	(34.4)
Interest income	2,750,255.80	1,898,046.00	852,209.80	44.9
Interest expense	(2,318,787.33)	(2,356,032.00)	37,244.67	1.6
Other	32,598.38	-	32,598.38	N/A
Total nonoperating revenues (expenses)	761,419.82	(4,861.00)	766,280.82	15,763.9
Transfers in	-	-	-	N/A
Transfers out	(14,460,192.17)	(20,000.00)	(14,440,192.17)	(72,201.0)
Net income (loss)	\$ 6,126,923.06	\$ 18,280,060.00	\$ (12,153,136.94)	(66.5)

¹Actual 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.

²Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials.

³Depreciation and amortization are not budgeted items.

Capital Asset Activity

During the six months ending December 31, 2019, capital asset activities included \$195,292 for the ETTM system project, \$5,920 for computer equipment and \$112,562 for transponder purchases.

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 Express Lanes for December 2019 was 1,254,586. This represents a daily average of 40,471 vehicles. This is a 4.7% increase in total traffic volume from the same period last year, which totaled 1,198,578. Potential toll revenue for the month was \$5,277,144, which represents an increase of 21.9% from the prior year's total of \$4,327,741. Carpool percentage for December was 24.66% as compared to the previous year's rate of 25.69%.

Month-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the month of December 2019.

Current Month-to-Date (MTD) as of December 31, 2019

	DEC-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	DEC-18 MTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	945,151	926,743	18,408	2.0%	890,682	6.1%
3+ Lanes	309,435	321,729	(12,294)	(3.8%)	307,896	0.5%
Total Gross Trips	1,254,586	1,248,471	6,115	0.5%	1,198,578	4.7%
Revenue						
Full Toll Lanes	\$5,238,975	\$3,676,471	\$1,562,504	42.5%	\$4,289,378	22.1%
3+ Lanes	\$38,169	\$0	\$38,169		\$38,363	(0.5%)
Total Gross Revenue	\$5,277,144	\$3,676,471	\$1,600,672	43.5%	\$4,327,741	21.9%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.54	\$3.97	\$1.57	39.5%	\$4.82	14.9%
Average 3+ Lanes	\$0.12	\$0.00	\$0.12		\$0.12	0.0%
Average Gross Revenue	\$4.21	\$2.94	\$1.27	43.2%	\$3.61	16.6%

The 2020 fiscal year-to-date (YTD) traffic volume is 3.3% higher when compared with the same period last year. The 2020 fiscal year-to-date revenue is 21.1% higher than for the same period last year. The traffic and revenue increases are attributed to higher demand and increased toll rates to manage the demand. Year-to-date average revenue per-trip is \$4.22.

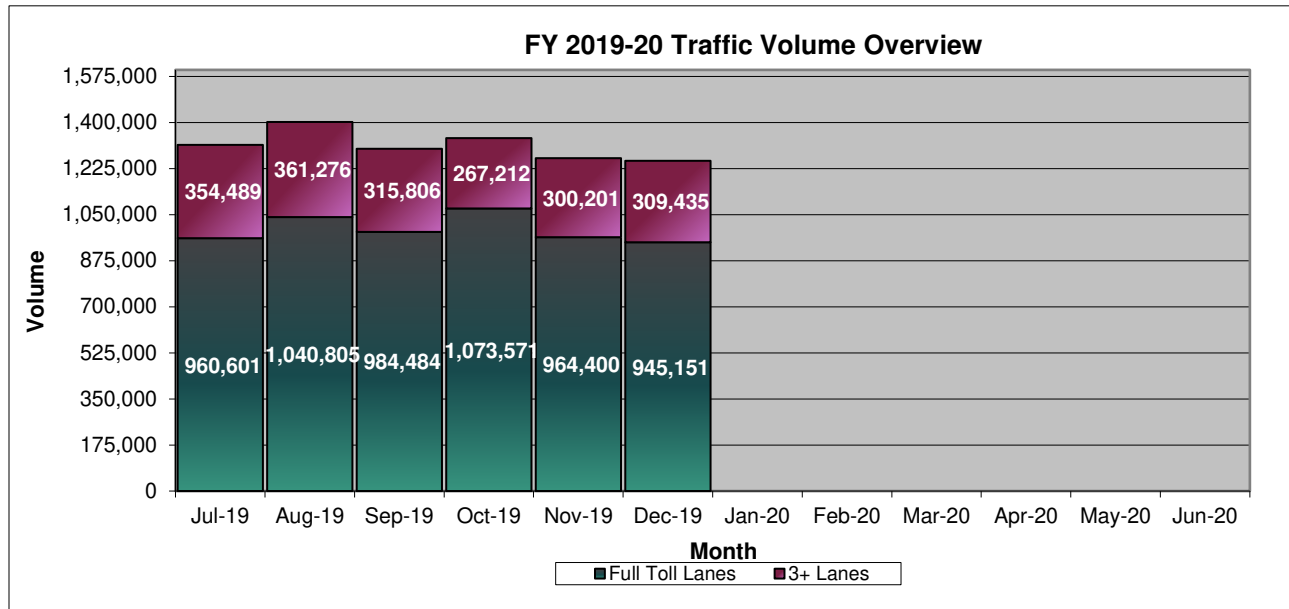
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 Express Lanes and associated potential revenue for the months of July 2019 through December 2019.

FY 2019-20 Year to Date as of December 31, 2019

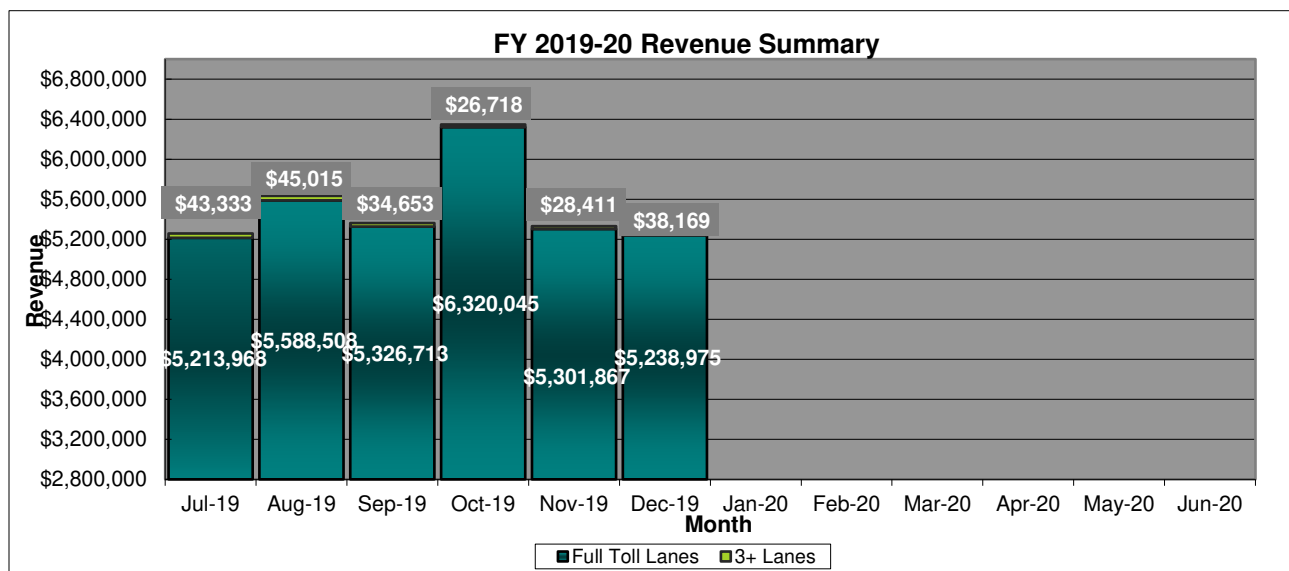
Trips	FY 2019-20 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2018-19 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	5,969,012	5,933,357	35,655	0.6%	5,777,160	3.3%
3+ Lanes	1,908,419	1,926,471	(18,052)	(0.9%)	1,849,217	3.2%
Total Gross Trips	7,877,431	7,859,829	17,602	0.2%	7,626,377	3.3%
Revenue						
Full Toll Lanes	\$32,990,077	\$23,315,471	\$9,674,605	41.5%	\$27,199,627	21.3%
3+ Lanes	\$216,298	\$0	\$216,298		\$212,527	1.8%
Total Gross Revenue	\$33,206,375	\$23,315,471	\$9,890,904	42.4%	\$27,412,154	21.1%
Average Revenue per Trip						
Average Full Toll Lanes	\$5.53	\$3.93	\$1.60	40.7%	\$4.71	17.4%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.11	0.0%
Average Gross Revenue	\$4.22	\$2.97	\$1.25	42.1%	\$3.59	17.5%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between Full Toll lanes and HOV3+ lanes for FY 2019-20 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

RCTC evaluates traffic volumes for peak period hours and either increases or decreases tolls according to the toll rate policy. Hours that are highlighted in yellow were operating in a degraded state. The next quarterly adjustment is scheduled for April 1, 2020.

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 12/02/19						Tuesday 12/03/19						Wednesday 12/04/19						Thursday 12/05/19						Friday 12/06/19					
	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	\$5.30	225	959	1,184	D		\$6.95	229	990	1,219	E		\$9.00	188	813	1,001	D		\$11.85	242	1,146	1,388	F		\$21.00	273	922	1,195	D	
1500 - 1600	\$7.35	324	937	1,261	E		\$6.95	260	865	1,125	D		\$9.90	223	778	1,001	D		\$12.00	290	1,033	1,323	F		\$18.70	328	721	1,049	D	
1600 - 1700	\$5.30	173	898	1,071	D		\$5.30	186	1,026	1,212	E		\$5.30	138	755	893	C		\$7.50	162	865	1,027	D		\$10.45	242	886	1,128	D	
1700 - 1800	\$5.30	175	852	1,027	D		\$5.30	212	828	1,040	D		\$5.30	150	635	785	B		\$5.30	196	876	1,072	D		\$6.95	264	927	1,191	D	
1800 - 1900	\$5.30	259	748	1,007	D		\$5.30	272	806	1,078	D		\$5.30	197	522	719	B		\$5.30	256	823	1,079	D		\$5.30	291	897	1,188	D	
1900 - 2000	\$2.25	168	558	726	B		\$4.20	264	804	1,068	D		\$5.30	148	418	566	B		\$5.30	240	705	945	C		\$5.30	311	786	1,097	D	

PM Time	Monday 12/09/19						Tuesday 12/10/19						Wednesday 12/11/19						Thursday 12/12/19						Friday 12/13/19					
	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	\$5.30	205	983	1,188	D		\$6.95	252	1,025	1,277	E		\$9.00	219	1,064	1,283	E		\$11.85	226	1,121	1,347	F		\$21.00	259	1,144	1,403	F	
1500 - 1600	\$7.35	291	913	1,204	E		\$6.95	318	947	1,265	E		\$9.90	279	898	1,177	D		\$12.00	280	1,037	1,317	F		\$18.70	314	962	1,276	E	
1600 - 1700	\$5.30	188	907	1,095	D		\$5.30	175	892	1,067	D		\$5.30	204	932	1,136	D		\$7.50	194	875	1,069	D		\$10.45	226	984	1,210	E	
1700 - 1800	\$5.30	209	827	1,036	D		\$5.30	212	860	1,072	D		\$5.30	201	820	1,021	D		\$5.30	237	898	1,135	D		\$6.95	223	943	1,166	D	
1800 - 1900	\$5.30	254	786	1,040	D		\$5.30	283	763	1,046	D		\$5.30	224	881	1,105	D		\$5.30	268	838	1,106	D		\$5.30	295	857	1,152	D	
1900 - 2000	\$2.25	234	669	903	C		\$4.20	249	754	1,003	D		\$5.30	243	826	1,069	D		\$5.30	312	796	1,108	D		\$5.30	312	787	1,099	D	

PM Time	Monday 12/16/19						Tuesday 12/17/19						Wednesday 12/18/19						Thursday 12/19/19						Friday 12/20/19					
	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	\$5.30	213	992	1,205	E		\$6.95	207	1,040	1,247	E		\$9.00	214	1,075	1,289	E		\$11.85	249	1,157	1,406	F		\$21.00	298	1,046	1,344	F	
1500 - 1600	\$7.35	284	893	1,177	D		\$6.95	288	991	1,279	E		\$9.90	271	983	1,254	E		\$12.00	283	985	1,268	E		\$18.70	340	923	1,263	E	
1600 - 1700	\$5.30	208	950	1,158	D		\$5.30	177	947	1,124	D		\$5.30	200	1,014	1,214	E		\$7.50	203	885	1,088	D		\$10.45	224	943	1,167	D	
1700 - 1800	\$5.30	239	860	1,099	D		\$5.30	218	926	1,144	D		\$5.30	236	852	1,088	D		\$5.30	231	950	1,181	D		\$6.95	272	863	1,135	D	
1800 - 1900	\$5.30	284	779	1,063	D		\$5.30	291	838	1,129	D		\$5.30	240	914	1,154	D		\$5.30	306	851	1,157	D		\$5.30	337	853	1,190	D	
1900 - 2000	\$2.25	237	713	950	C		\$4.20	289	792	1,081	D		\$5.30	267	668	935	C		\$5.30	317	793	1,110	D		\$5.30	311	702	1,013	D	

PM Time	Monday 12/23/19						Tuesday 12/24/19						Wednesday 12/25/19						Thursday 12/26/19						Friday 12/27/19					
	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	\$5.30	260	878	1,138	D		\$21.00	375	793	1,168	D		\$5.30	407	672	1,079	D		\$11.85	233	712	945	C		\$21.00	348	997	1,345	F	
1500 - 1600	\$7.35	272	813	1,085	D		\$18.70	424	720	1,144	D		\$4.20	318	475	793	B		\$12.00	197	561	758	B		\$18.70	324	855	1,179	D	
1600 - 1700	\$5.30	213	881	1,094	D		\$10.45	295	706	1,001	D		\$2.25	265	341	606	B		\$7.50	147	438	585	B		\$10.45	242	889	1,131	D	
1700 - 1800	\$5.30	188	746	934	C		\$6.95	354	601	955	C		\$2.25	234	328	562	B		\$5.30	173	440	613	B		\$6.95	275	743	1,018	D	
1800 - 1900	\$5.30	248	681	929	C		\$5.30	361	599	960	C		\$2.25	292	297	589	B		\$5.30	181	343	524	B		\$5.30	282	630	912	C	
1900 - 2000	\$2.25	190	397	587	B		\$5.30	330	523	853	C		\$2.25	326	308	634	B		\$5.30	130	245	375	A		\$5.30	251	452	703	B	

PM Time	Monday 12/30/19						Tuesday 12/31/19						Wednesday 01/01/20						Thursday 01/02/20						Friday 01/03/20					
	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	\$5.30	276	882	1,158	D		\$21.00	312	929	1,241	E																			
1500 - 1600	\$7.35	321	1,017	1,338	F		\$18.70	334	887	1,221	E																			
1600 - 1700	\$5.30	211	888	1,099	D		\$10.45	256	919	1,175	D																			
1700 - 1800	\$5.30	195	782	977	C		\$6.95	302	722	1,024	D																			
1800 - 1900	\$5.30	168	557	725	B		\$5.30	307	583	890	C																			
1900 - 2000	\$2.25	198	412	610	B		\$5.30	262	424	686	B																			

Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 12/02/19					Tuesday 12/03/19					Wednesday 12/04/19					Thursday 12/05/19					Friday 12/06/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	84	665	749	B	\$5.30	91	744	835	C	\$5.30	90	617	707	B	\$5.30	78	848	926	C	\$5.30	97	672	769	B
1500 - 1600	\$5.30	134	634	768	B	\$2.95	125	648	773	B	\$2.95	129	600	729	B	\$5.30	117	724	841	C	\$2.95	137	576	713	B
1600 - 1700	\$2.95	94	643	737	B	\$2.95	94	551	645	B	\$2.95	82	555	637	B	\$2.95	89	636	725	B	\$2.95	109	578	687	B
1700 - 1800	\$2.95	98	604	702	B	\$2.95	116	580	696	B	\$2.95	82	503	585	B	\$2.95	94	581	675	B	\$2.95	122	592	714	B
1800 - 1900	\$2.95	111	562	673	B	\$2.95	128	549	677	B	\$2.95	96	442	538	B	\$2.95	137	601	738	B	\$2.95	172	578	750	B
1900 - 2000	\$2.95	121	416	537	B	\$2.95	171	566	737	B	\$2.95	70	345	415	B	\$2.95	146	587	733	B	\$2.95	172	527	699	B

PM Time	Monday 12/09/19					Tuesday 12/10/19					Wednesday 12/11/19					Thursday 12/12/19					Friday 12/13/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	113	671	784	B	\$5.30	104	745	849	C	\$5.30	106	793	899	C	\$5.30	109	843	952	C	\$5.30	114	782	896	C
1500 - 1600	\$5.30	137	669	806	C	\$2.95	147	656	803	C	\$2.95	169	697	866	C	\$5.30	137	739	876	C	\$2.95	138	646	784	B
1600 - 1700	\$2.95	98	688	786	B	\$2.95	107	714	821	C	\$2.95	96	699	795	B	\$2.95	109	601	710	B	\$2.95	97	685	782	B
1700 - 1800	\$2.95	113	571	684	B	\$2.95	108	602	710	B	\$2.95	111	630	741	B	\$2.95	107	604	711	B	\$2.95	81	570	651	B
1800 - 1900	\$2.95	132	542	674	B	\$2.95	135	593	728	B	\$2.95	110	547	657	B	\$2.95	139	624	763	B	\$2.95	164	506	670	B
1900 - 2000	\$2.95	170	496	666	B	\$2.95	178	594	772	B	\$2.95	146	623	769	B	\$2.95	194	630	824	C	\$2.95	180	523	703	B

PM Time	Monday 12/16/19					Tuesday 12/17/19					Wednesday 12/18/19					Thursday 12/19/19					Friday 12/20/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	116	713	829	C	\$5.30	122	811	933	C	\$5.30	102	758	860	C	\$5.30	122	850	972	C	\$5.30	126	753	879	C
1500 - 1600	\$5.30	149	663	812	C	\$2.95	118	688	806	C	\$2.95	132	728	860	C	\$5.30	121	721	842	C	\$2.95	154	632	786	B
1600 - 1700	\$2.95	106	677	783	B	\$2.95	97	677	774	B	\$2.95	95	655	750	B	\$2.95	103	568	671	B	\$2.95	118	677	795	B
1700 - 1800	\$2.95	133	593	726	B	\$2.95	103	595	698	B	\$2.95	106	618	724	B	\$2.95	127	659	786	B	\$2.95	141	575	716	B
1800 - 1900	\$2.95	129	577	706	B	\$2.95	143	604	747	B	\$2.95	120	624	744	B	\$2.95	162	620	782	B	\$2.95	183	609	792	B
1900 - 2000	\$2.95	161	509	670	B	\$2.95	157	603	760	B	\$2.95	184	494	678	B	\$2.95	205	651	856	C	\$2.95	195	477	672	B

PM Time	Monday 12/23/19					Tuesday 12/24/19					Wednesday 12/25/19					Thursday 12/26/19					Friday 12/27/19				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	122	627	749	B	\$5.30	228	537	765	B	\$2.95	236	426	662	B	\$5.30	114	465	579	B	\$5.30	155	666	821	C
1500 - 1600	\$5.30	144	595	739	B	\$2.95	290	518	808	C	\$2.95	223	286	509	B	\$5.30	116	433	549	B	\$2.95	187	615	802	C
1600 - 1700	\$2.95	115	554	669	B	\$2.95	177	503	680	B	\$2.95	144	231	375	A	\$2.95	82	315	397	A	\$2.95	120	539	659	B
1700 - 1800	\$2.95	115	458	573	B	\$2.95	219	375	594	B	\$2.95	180	216	396	A	\$2.95	117	323	440	B	\$2.95	135	469	604	B
1800 - 1900	\$2.95	134	460	594	B	\$2.95	200	410	610	B	\$2.95	255	224	479	B	\$2.95	121	235	356	A	\$2.95	152	418	570	B
1900 - 2000	\$2.95	124	286	410	B	\$2.95	237	394	631	B	\$2.95	292	252	544	B	\$2.95	91	151	242	A	\$2.95	154	296	450	B

PM Time	Monday 12/30/19					Tuesday 12/31/19					Wednesday 01/01/20					Thursday 01/02/20					Friday 01/03/20				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.95	117	591	708	B	\$5.30	165	680	845	C															
1500 - 1600	\$5.30	162	649	811	C	\$2.95	146	505	651	B															
1600 - 1700	\$2.95	86	595	681	B	\$2.95	150	574	724	B															
1700 - 1800	\$2.95	109	489	598	B	\$2.95	176	501	677	B															
1800 - 1900	\$2.95	115	405	520	B	\$2.95	164	398	562	B															
1900 - 2000	\$2.95	118	321	439	B	\$2.95	134	253	387	A															

RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line

AM Time	Monday 12/02/19					Tuesday 12/03/19					Wednesday 12/04/19					Thursday 12/05/19					Friday 12/06/19				
	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	\$10.80	435	1,115	1,550	F	\$10.80	404	1,100	1,504	F	\$10.80	374	1,013	1,387	F	\$10.50	377	1,074	1,451	F	\$5.30	389	717	1,106	D
0500 - 0600	\$23.25	499	858	1,357	F	\$22.80	497	829	1,326	E	\$18.40	368	920	1,288	E	\$17.50	459	1,111	1,570	F	\$12.20	449	1,041	1,490	F
0600 - 0700	\$20.20	330	900	1,230	E	\$17.45	304	861	1,165	D	\$19.40	304	545	849	C	\$19.40	344	737	1,081	D	\$11.45	383	1,168	1,551	F
0700 - 0800	\$16.35	320	1,258	1,578	F	\$16.35	313	1,358	1,671	F	\$17.10	320	1,167	1,487	F	\$15.30	308	1,361	1,669	F	\$9.30	336	1,207	1,543	F
0800 - 0900	\$11.15	200	1,365	1,565	F	\$11.45	180	1,518	1,698	F	\$11.45	164	1,288	1,452	F	\$12.20	183	1,445	1,628	F	\$8.00	181	1,129	1,310	E
0900 - 1000	\$6.95	176	987	1,163	D	\$9.00	153	1,123	1,276	E	\$8.00	148	1,049	1,197	D	\$9.00	178	1,044	1,222	E	\$5.30	167	884	1,051	D

AM Time	Monday 12/09/19					Tuesday 12/10/19					Wednesday 12/11/19					Thursday 12/12/19					Friday 12/13/19				
	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	\$10.80	404	1,146	1,550	F	\$10.80	407	1,148	1,555	F	\$10.80	390	1,233	1,623	F	\$10.50	416	1,210	1,626	F	\$5.30	353	733	1,086	D
0500 - 0600	\$23.25	482	920	1,402	F	\$22.80	550	903	1,453	F	\$18.40	449	1,115	1,564	F	\$17.50	478	1,177	1,655	F	\$12.20	415	1,121	1,536	F
0600 - 0700	\$20.20	336	877	1,213	E	\$17.45	322	836	1,158	D	\$19.40	379	653	1,032	D	\$19.40	382	804	1,186	D	\$11.45	421	1,161	1,582	F
0700 - 0800	\$16.35	314	1,258	1,572	F	\$16.35	317	1,249	1,566	F	\$17.10	327	1,283	1,610	F	\$15.30	318	1,307	1,625	F	\$9.30	315	1,221	1,536	F
0800 - 0900	\$11.15	175	1,492	1,667	F	\$11.45	172	1,567	1,739	F	\$11.45	207	1,448	1,655	F	\$12.20	200	1,428	1,628	F	\$8.00	184	1,155	1,339	E
0900 - 1000	\$6.95	165	1,134	1,299	E	\$9.00	162	1,121	1,283	E	\$8.00	166	1,126	1,292	E	\$9.00	186	1,207	1,393	F	\$5.30	158	1,002	1,160	D

AM Time	Monday 12/16/19					Tuesday 12/17/19					Wednesday 12/18/19					Thursday 12/19/19					Friday 12/20/19				
	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	\$10.80	421	1,134	1,555	F	\$10.80	359	1,133	1,492	F	\$10.80	418	1,236	1,654	F	\$10.50	436	1,144	1,580	F	\$5.30	313	727	1,040	D
0500 - 0600	\$23.25	438	839	1,277	E	\$22.80	537	894	1,431	F	\$18.40	441	1,165	1,606	F	\$17.50	508	1,054	1,562	F	\$12.20	400	1,110	1,510	F
0600 - 0700	\$20.20	342	929	1,271	E	\$17.45	341	830	1,171	D	\$19.40	385	702	1,087	D	\$19.40	422	772	1,194	D	\$11.45	389	1,173	1,562	F
0700 - 0800	\$16.35	313	1,351	1,664	F	\$16.35	337	1,360	1,697	F	\$17.10	342	1,335	1,677	F	\$15.30	359	1,330	1,689	F	\$9.30	323	1,162	1,485	F
0800 - 0900	\$11.15	179	1,478	1,657	F	\$11.45	206	1,448	1,654	F	\$11.45	179	1,458	1,637	F	\$12.20	248	1,343	1,591	F	\$8.00	161	1,170	1,331	E
0900 - 1000	\$6.95	179	1,117	1,296	E	\$9.00	172	1,205	1,377	F	\$8.00	163	1,094	1,257	E	\$9.00	199	1,139	1,338	E	\$5.30	189	874	1,063	D

AM Time	Monday 12/23/19					Tuesday 12/24/19					Wednesday 12/25/19					Thursday 12/26/19					Friday 12/27/19				
	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	\$10.80	301	759	1,060	D	\$5.30	143	366	509	B	\$1.55	10	12	22	A	\$10.50	202	564	766	B	\$5.30	212	404	616	B
0500 - 0600	\$23.25	322	607	929	C	\$12.20	162	316	478	B	\$1.55	10	13	23	A	\$17.50	223	483	706	B	\$12.20	212	529	741	B
0600 - 0700	\$20.20	209	652	861	C	\$11.45	76	306	382	A	\$1.55	8	18	26	A	\$19.40	130	282	412	B	\$11.45	202	554	756	B
0700 - 0800	\$16.35	172	720	892	C	\$9.30	101	393	494	B	\$1.55	17	43	60	A	\$15.30	140	452	592	B	\$9.30	142	544	686	B
0800 - 0900	\$11.15	246	1,190	1,436	F	\$8.00	84	348	432	B	\$1.55	52	89	141	A	\$12.20	115	581	696	B	\$8.00	124	583	707	B
0900 - 1000	\$6.95	203	746	949	C	\$5.30	126	371	497	B	\$1.55	112	217	329	A	\$9.00	119	389	508	B	\$5.30	171	493	664	B

AM Time	Monday 12/30/19					Tuesday 12/31/19					Wednesday 01/01/20					Thursday 01/02/20					Friday 01/03/20				
	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	\$10.80	240	668	908	C	\$5.30	184	481	665	B															
0500 - 0600	\$23.25	276	590	866	C	\$12.20	219	509	728	B															
0600 - 0700	\$20.20	150	501	651	B	\$11.45	115	382	497	B															
0700 - 0800	\$16.35	155	671	826	C	\$9.30	126	423	549	B															
0800 - 0900	\$11.15	128	640	768	B	\$8.00	91	368	459	B															
0900 - 1000	\$6.95	137	558	695	B	\$5.30	128	398	526	B															

Westbound AM Peak - I-15 North to County Line

AM Time	Monday 12/02/19					Tuesday 12/03/19					Wednesday 12/04/19					Thursday 12/05/19					Friday 12/06/19				
	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	\$6.85	264	799	1,063	D	\$5.30	233	865	1,098	D	\$5.30	244	699	943	C	\$5.30	201	773	974	C	\$2.95	205	666	871	C
0500 - 0600	\$18.00	382	1,182	1,564	F	\$17.25	311	1,029	1,340	E	\$16.60	309	1,024	1,333	E	\$13.50	338	1,104	1,442	F	\$6.85	325	938	1,263	E
0600 - 0700	\$19.35	303	1,070	1,373	E	\$17.55	290	1,101	1,391	E	\$19.65	265	898	1,163	D	\$14.50	296	1,102	1,398	E	\$6.85	250	1,043	1,293	E
0700 - 0800	\$12.15	227	1,082	1,309	E	\$13.45	232	1,328	1,560	F	\$12.45	171	976	1,147	D	\$11.40	216	1,223	1,439	F	\$6.85	213	987	1,200	D
0800 - 0900	\$6.85	107	1,102	1,209	E	\$8.85	101	1,296	1,397	E	\$6.85	94	1,051	1,145	D	\$8.85	89	1,121	1,210	E	\$5.30	91	909	1,000	C
0900 - 1000	\$5.30	100	756	856	C	\$5.30	108	946	1,054	D	\$5.30	85	817	902	C	\$5.30	97	898	995	C	\$2.95	81	801	882	C

AM Time	Monday 12/09/19					Tuesday 12/10/19					Wednesday 12/11/19					Thursday 12/12/19					Friday 12/13/19				
	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	\$6.85	251	795	1,046	D	\$5.30	234	845	1,079	D	\$5.30	221	855	1,076	D	\$5.30	225	791	1,016	D	\$2.95	212	664	876	C
0500 - 0600	\$18.00	322	1,173	1,495	F	\$17.25	363	1,137	1,500	F	\$16.60	334	1,137	1,471	F	\$13.50	364	1,199	1,563	F	\$6.85	281	906	1,187	D
0600 - 0700	\$19.35	280	1,100	1,380	E	\$17.55	320	1,146	1,466	F	\$19.65	289	1,119	1,408	F	\$14.50	304	1,092	1,396	E	\$6.85	231	1,086	1,317	E
0700 - 0800	\$12.15	210	1,233	1,443	F	\$13.45	233	1,282	1,515	F	\$12.45	235	1,293	1,528	F	\$11.40	194	1,173	1,367	E	\$6.85	172	1,024	1,196	D
0800 - 0900	\$6.85	109	1,249	1,358	E	\$8.85	127	1,419	1,546	F	\$6.85	118	1,313	1,431	F	\$8.85	100	1,172	1,272	E	\$5.30	87	951	1,038	D
0900 - 1000	\$5.30	108	944	1,052	D	\$5.30	91	1,028	1,119	D	\$5.30	136	959	1,095	D	\$5.30	119	887	1,006	D	\$2.95	107	789	896	C

AM Time	Monday 12/16/19					Tuesday 12/17/19					Wednesday 12/18/19					Thursday 12/19/19					Friday 12/20/19				
	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	\$6.85	198	887	1,085	D	\$5.30	214	858	1,072	D	\$5.30	235	799	1,034	D	\$5.30	258	812	1,070	D	\$2.95	178	731	909	C
0500 - 0600	\$18.00	315	1,176	1,491	F	\$17.25	326	1,200	1,526	F	\$16.60	320	1,137	1,457	F	\$13.50	374	1,101	1,475	F	\$6.85	267	954	1,221	E
0600 - 0700	\$19.35	273	1,104	1,377	E	\$17.55	289	1,140	1,429	F	\$19.65	302	1,106	1,408	F	\$14.50	316	1,084	1,400	E	\$6.85	228	1,046	1,274	E
0700 - 0800	\$12.15	230	1,223	1,453	F	\$13.45	277	1,248	1,525	F	\$12.45	190	1,129	1,319	E	\$11.40	210	1,062	1,272	E	\$6.85	176	993	1,169	D
0800 - 0900	\$6.85	105	1,170	1,275	E	\$8.85	126	1,242	1,368	E	\$6.85	90	1,236	1,326	E	\$8.85	114	1,089	1,203	E	\$5.30	104	901	1,005	D
0900 - 1000	\$5.30	93	900	993	C	\$5.30	101	983	1,084	D	\$5.30	114	936	1,050	D	\$5.30	116	930	1,046	D	\$2.95	94	815	909	C

AM Time	Monday 12/23/19					Tuesday 12/24/19					Wednesday 12/25/19					Thursday 12/26/19					Friday 12/27/19				
	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	\$6.85	194	601	795	B	\$2.95	83	281	364	A	\$1.95	10	14	24	A	\$5.30	112	380	492	B	\$2.95	114	393	507	B
0500 - 0600	\$18.00	263	819	1,082	D	\$6.85	106	313	419	B	\$1.95	13	28	41	A	\$13.50	163	511	674	B	\$6.85	146	464	610	B
0600 - 0700	\$19.35	159	704	863	C	\$6.85	66	356	422	B	\$1.95	21	36	57	A	\$14.50	107	442	549	B	\$6.85	137	504	641	B
0700 - 0800	\$12.15	114	716	830	C	\$6.85	48	284	332	A	\$1.95	14	37	51	A	\$11.40	71	446	517	B	\$6.85	85	477	562	B
0800 - 0900	\$6.85	76	574	650	B	\$5.30	63	295	358	A	\$1.95	53	87	140	A	\$8.85	55	438	493	B	\$5.30	97	510	607	B
0900 - 1000	\$5.30	123	646	769	B	\$2.95	101	332	433	B	\$1.95	136	189	325	A	\$5.30	106	413	519	B	\$2.95	130	499	629	B

AM Time	Monday 12/30/19					Tuesday 12/31/19					Wednesday 01/01/20					Thursday 01/02/20					Friday 01/03/20				
	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	\$6.85	151	490	641	B	\$2.95	120	345	465	B															
0500 - 0600	\$18.00	201	681	882	C	\$6.85	145	486	631	B															
0600 - 0700	\$19.35	134	598	732	B	\$6.85	77	474	551	B															
0700 - 0800	\$12.15	78	523	601	B	\$6.85	61	387	448	B															
0800 - 0900	\$6.85	73	559	632	B	\$5.30	56	395	451	B															
0900 - 1000	\$5.30	96	516	612	B	\$2.95	93	340	433	B															

RCTC OPERATIONAL HIGHLIGHTS

On-road Operations

RCTC Freeway Service Patrol (FSP) responded to 64 calls during the month of December. Of those calls, 54 were to assist disabled vehicles, 6 calls to remove debris and 4 were in response to accidents in the Express Lanes

6C Transponder Technology

In December, the 91 Express Lanes began sending letters to customers notifying them of the transition to the new 6C protocol, as well as changes to the account plans, user agreement and privacy policy. A new welcome kit, which includes mounting instructions, has been designed and developed and will be sent with the new sticker transponders in the upcoming weeks. It is envisioned the distribution of the new transponders to all the customers will take place over several months.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of : 12/31/2019		YTD Variance	
	Actual ¹	Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 30,520,448.48	\$ 18,294,550.00	\$ 12,225,898.48	66.8
Fee Revenue	3,929,501.92	2,640,150.00	1,289,351.92	48.8
Total operating revenues	34,449,950.40	20,934,700.00	13,515,250.40	64.6
Operating expenses:				
Salaries and Benefits	391,797.29	676,700.00	284,902.71	42.1
Legal Services	110,402.19	175,000.00	64,597.81	36.9
Advisory Services	29,617.58	37,500.00	7,882.42	21.0
Audit and Accounting Fees	46,000.00	23,500.00	(22,500.00)	(95.7)
Service Fees	1,086.78	13,000.00	11,913.22	91.6
Other Professional Services	111,477.97	737,950.00	626,472.03	84.9
Lease Expense	112,696.47	128,250.00	15,553.53	12.1
Operations	1,406,386.19	1,814,250.00	407,863.81	22.5
Utilities	13,881.70	31,250.00	17,368.30	55.6
Supplies and Materials	123.62	2,500.00	2,376.38	95.1
Membership and Subscription Fees	20,056.75	12,500.00	(7,556.75)	(60.5)
Office Equipment & Furniture (Non-Capital)	747.12	2,500.00	1,752.88	70.1
Maintenance/Repairs	71,405.32	174,900.00	103,494.68	59.2
Training Seminars and Conferences	350.00	2,250.00	1,900.00	84.4
Transportation Expenses	140.83	3,750.00	3,609.17	96.2
Lodging	1,328.48	3,500.00	2,171.52	62.0
Meals	302.88	500.00	197.12	39.4
Other Staff Expenses	328.10	500.00	171.90	34.4
Advertising	38.00	95,000.00	94,962.00	100.0
Program Management	38,113.07	-	(38,113.07)	N/A
Program Operations	3,507,671.85	5,328,350.00	1,820,678.15	34.2
Litigation Settlement	-	5,000.00	5,000.00	100.0
Furniture & Equipment	265,261.31	375,000.00	109,738.69	29.3
Improvements	16,032.27	8,050.00	(7,982.27)	(99.2)
Depreciation	2,695,986.01 [#]	-	(2,695,986.01)	N/A
Bad Debt Expense	8.30	-	(8.30)	N/A
Total operating expenses	8,841,240.08	9,651,700.00	810,459.92	8.4
Operating income (loss)	25,608,710.32	11,283,000.00	14,325,710.32	127.0
Nonoperating revenues (expenses):				
Interest Revenue	1,132,450.03	761,050.00	371,400.03	(48.8)
Other Miscellaneous Revenue	(875.72)	-	(875.72)	N/A
Interest Expense	(12,566,517.39)	(3,559,950.00)	(9,006,567.39)	253.0
Total nonoperating revenues (expenses)	(12,263,642.90)	(2,798,900.00)	(9,464,742.90)	(338.2)
Transfers In	-	-	-	N/A
Transfers Out	(325,600.00)	(1,529,750.00)	1,204,150.00	(78.7)
Net income (loss)	\$ 13,019,467.42	\$ 6,954,350.00	\$ 6,065,117.42	87.2

¹ Unaudited

² Depreciation is not a budgeted expense

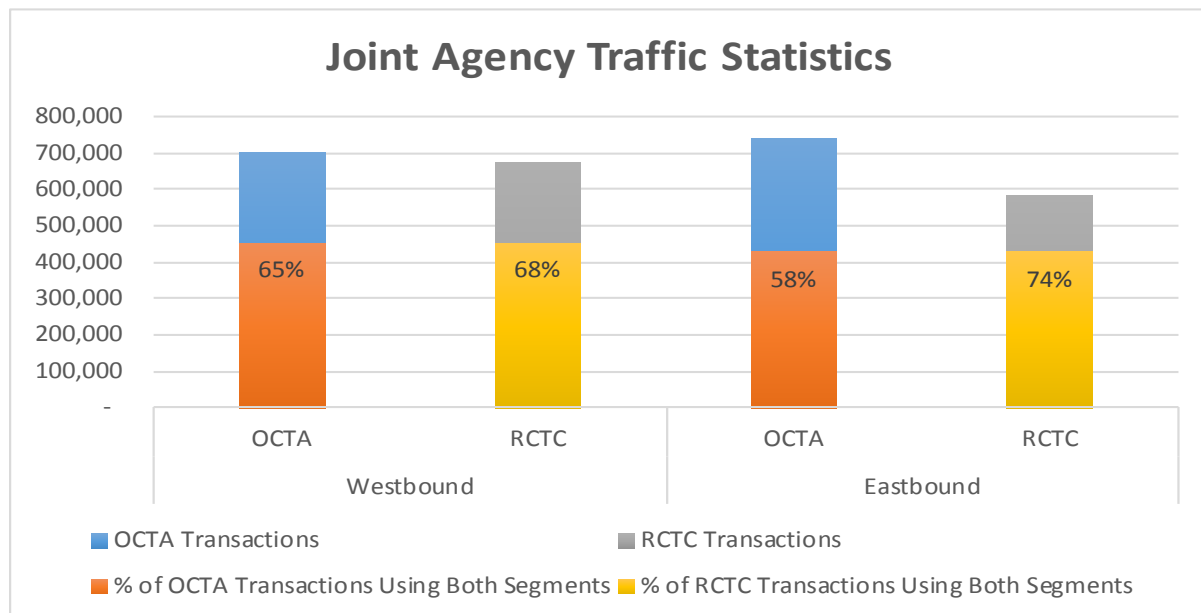
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING December 31, 2019

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	700,650	455,249	65%	\$ 1,765,894
RCTC	672,805	455,249	68%	\$ 3,378,110
I-15	296,322	204,234	69%	\$ 1,407,025
McKinley	376,483	251,015	67%	\$ 1,971,085
Eastbound				
OCTA	739,586	429,066	58%	\$ 2,572,405
RCTC	581,781	429,066	74%	\$ 1,899,034
I-15	222,069	174,260	78%	\$ 492,501
McKinley	359,712	254,806	71%	\$ 1,406,533

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	Reporting Period	PERFORMANCE STANDARD	Dec-19 Performance
CUSTOMER SERVICE			
Call Wait Time	Monthly	Not to exceed 2 minutes	1:01
Abandon Rate	Monthly	No more than 4.0%	1.3%
Customer Satisfaction	Monthly	At least 75 outbound calls	75
VIOLATION PROCESSING			
Response Time	Monthly	Within 2 business days of receipt	0.8
CUSA Violation Collection Rate	Quarterly	70% or more	69%
CUSA Violation Collection Rate	Annually	74% or more	
TRAFFIC OPERATIONS			
Initial & Secondary Review s	Monthly	Equal to or less than 15 days	1.0
* Plate Misread Errors	Monthly	Equal to or less than 0.4%	0.01%
CAS Response Time	Monthly	0:20 (minutes) per call	0:12
ACCOUNTING			
OCTA Exceptions	Monthly	No more than 3	0
RCTC Exceptions	Monthly	No more than 3	0
INFORMATION TECHNOLOGY			
Back-office System Uptime	Monthly	99% Availability	100%
Network Uptime	Monthly	99% Availability	100%

CUSA = Cofiroute USA; CAS = OCTA Customer Assistance Specialists

* Plate Misread Error performance is current after a 60-day hold-back period; therefore, percentage reported here is for 2 months prior to the month of this report.

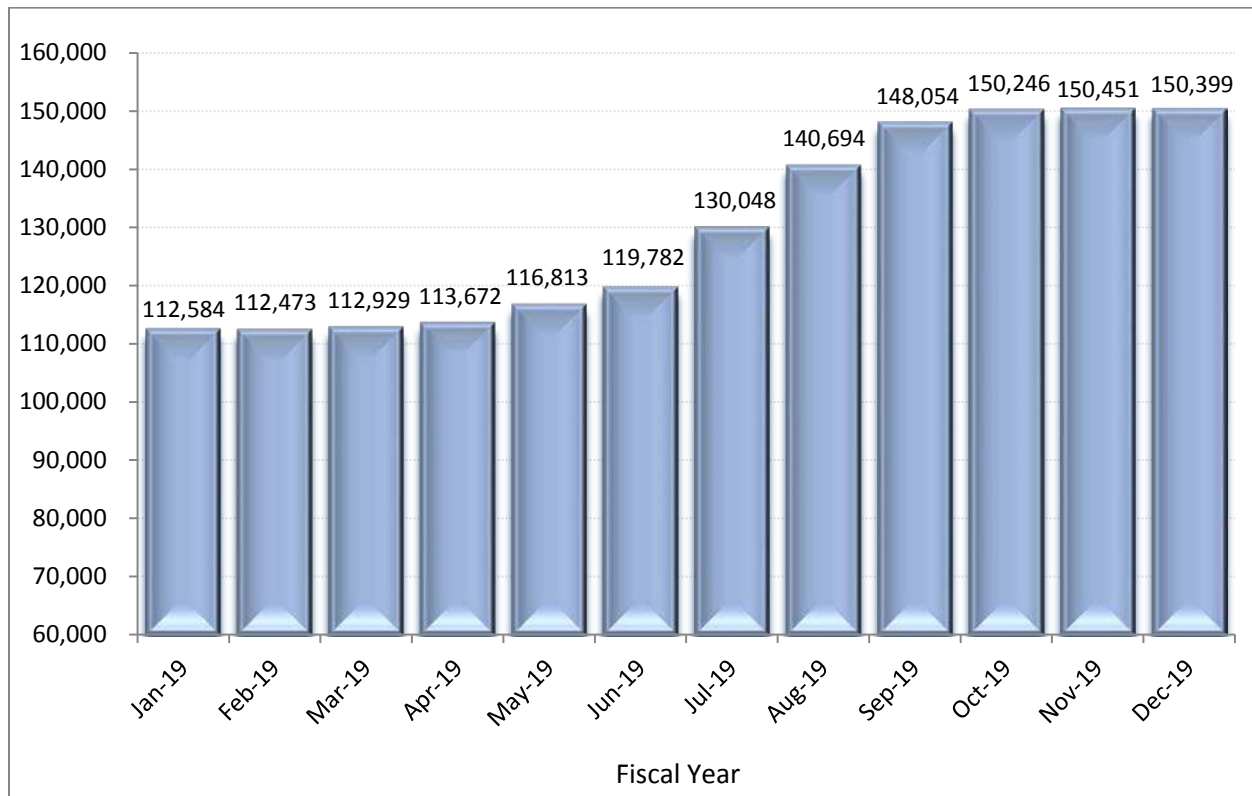
JOINT AGENCY TRANSPONDER DISTRIBUTION

TRANSPONDER DISTRIBUTION	December-19		November-19		FY 2019-20	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	1,143	47.5%	870	53.9%	1,338	50.4%
Additional Tags to Existing Accounts	805	33.5%	472	29.2%	804	30.3%
Replacement Transponders	458	19.0%	272	16.9%	515	19.4%
Total Issued	2,406		1,614		2,657	
Returned						
Account Closures	400	47.3%	420	38.3%	475	40.4%
Accounts Downsizing	147	17.4%	107	9.8%	154	13.1%
Defective Transponders	299	35.3%	570	52.0%	546	46.5%
Total Returned	846		1,097		1,175	

At the end of December 2019, the 91 Express Lanes had 150,399 active customer accounts and 229,597 transponders classified as Assigned.

Number of Accounts by Fiscal Year

As of December 31, 2019



Incoming Email Activity

During December, the Anaheim Processing Center received 2,928 emails.

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 27, 2020
TO:	Toll Policy and Operations Committee
FROM:	Reinland Jones, Toll Technology Manager Jennifer Crosson, Toll Operations Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	Caltrans Maintenance Amendment for RCTC 91 Express Lanes and 15 Express Lanes

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Agreement No. 17-31-021-03, Amendment to No. 3 to Agreement No. 17-31-021-00, with the California Department of Transportation (Caltrans) for roadway maintenance of the RCTC 91 Express lanes and 15 Express Lanes in an amount not to exceed \$400,000 for FY 2020/21;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

BACKGROUND INFORMATION:

On May 14, 2016, the Commission entered into a Facility Maintenance Agreement (FMA) with Caltrans to maintain the RCTC 91 Express Lanes roadway to fulfill the Commission's obligation to perform maintenance under Toll Facility Agreement (TFA) Agreement No. 12-31-067-00 for the 91 Express Lanes. In the TFA, Caltrans is stated as an option for roadway maintenance, but not required.

The Commission entered into the initial FMA for the 91 Express Lanes because Caltrans was familiar with the facility and provided a simple maintenance option for the Commission as a new operator of the 91 Express Lanes. Local Caltrans staff has worked with its Orange County counterparts and Commission staff to reduce the length of the scheduled maintenance closures with coordination and staging of the work to be performed. They also coordinated work for adjacent projects that required closure of the 91 Express Lanes to minimize the number of closures.

During the last three years, Caltrans has proven to be a valuable resource to staff and the travelling public. It has performed the maintenance services in a timely and effective manner. It has provided routine maintenance every third week according to the agreed upon schedule. Routine maintenance activities include inspection of the roadway, channelizer replacement,

pavement marker repair, pavement repair, sweeping and debris removal, drainage clearing, and other maintenance items. It has responded to emergency repairs and incidents in a timely manner.

Each year Caltrans and the Commission establish a work plan, and the amount of the services to be provided in the work plan are submitted to the Commission in the recurring contracts cycle. Caltrans has performed the work described in the work plan on time and under budget.

On September 29, 2016, the Commission entered into TFA Agreement No. 17-31-002-00 for the 15 Express Lanes with the same provisions that the Commission is responsible for providing ongoing maintenance and Caltrans may be used as a provider of such maintenance should the Commission chose to use Caltrans.

Caltrans' integral role in the construction of the 15 Express Lanes, experience providing maintenance for the 91 Express Lanes, and ability to perform the wide range of services required to ensure continued operation and maintenance of the 15 Express Lanes makes it an excellent choice as the roadway maintenance provider.

Staff recommends that the existing FMA with Caltrans be amended to include maintenance services for the 15 Express Lanes beginning with the opening of the 15 Express Lanes in FY 2020/21. The cost of Caltrans providing maintenance services for the 91 Express Lanes in FYs 2017/18 and 2018/19 was \$171,375 and \$165,625, respectively. It is estimated the FY 2019/20 91 Express Lanes maintenance cost will be \$180,000.

Staff worked with Caltrans to develop a work plan for FY 2020/21 for the combined 91 and 15 Express Lanes maintenance services. The work plan includes routine maintenance every three weeks and emergency maintenance based on past experience. The cost includes Caltrans labor, California Highway Patrol labor (for closures), equipment rental, and materials.

The cost for the 91 Express Lanes emergency maintenance is estimated to be higher than that of the 15 Express Lanes during the initial year of operation because certain work, such as pavement repair, will be performed by the 15 Express Lanes design-build contractor under warranty. The estimated costs for the combined 91 and 15 Express Lanes maintenance services in FY 2020/21 is \$400,000: \$220,000 for the 91 Express Lanes and \$180,000 for the 15 Express Lanes. A summary of the work plan breakdown by facility is as follows:

Maintenance Category	91 Express Lanes	15 Express Lanes
Routine Maintenance	\$ 120,000	\$ 120,000
Emergency Maintenance	100,000	60,000
Total Maintenance	\$ 220,000	\$ 180,000

This is a not to exceed amount, and Caltrans is only paid for work performed according to the established work plan. Staff will seek Commission approval for subsequent years of work during the recurring contract process.

The Commission's Procurement Policy Manual adopted September 9, 2015, allows for the non-competitive procurement of non-federally funded services if the services are to be provided by a government or other public entity. Contracting with Caltrans for these services will prevent unnecessary delays and allow for efficient maintenance and emergency response coordination along the 91 Express Lanes and 15 Express Lanes in Riverside County.

Staff recommends the Commission approve Amendment No. 3 to Agreement No. 17-31-021-00, the Caltrans FMA, for roadway maintenance for the 91 Express Lanes and 15 Express Lanes in the amount not to exceed \$400,000 for FY 2020/21.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2020/21	Amount:	\$400,000
Source of Funds:	Toll Revenues			Budget Adjustment:	N/A
GL/Project Accounting No.:	009199 73305 00000 0000 591 31 73301 001599 73305 00000 0000 515 31 73301				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	02/11/2020

Attachment: Draft Amendment No. 17-31-021-03

**AMENDMENT NO. 3 TO
FREEWAY MAINTENANCE AGREEMENT
BY AND BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
REGARDING
91 EXPRESS LANES AND ADDING 15 EXPRESS LANES**

1. **Parties and Date**

This Amendment No. 3 to the Freeway Maintenance Agreement is made and entered into as of _____, 20____, by and between the State of California, acting by and through the Department of Transportation ("Caltrans"), and the Riverside County Transportation Commission, a California county transportation commission ("RCTC").

2. **Recitals**

- 2.1 Caltrans and RCTC have entered into that certain Freeway Maintenance Agreement dated March 17, 2017 (the "FMA") for the purpose of providing for Caltrans maintenance of the Toll Facility, as that term is defined in the FMA.
- 2.2 Caltrans and RCTC have entered into that certain Amendment No. 1 to the FMA dated July 1, 2018 for the purpose of including the Work Plan and Budget, as those terms are defined in the FMA, for fiscal year 2018-2019.
- 2.3 Caltrans and RCTC have entered into that certain Amendment No. 2 to the FMA, dated July 1, 2019, for the purpose of updating Exhibit "A" of the FMA to include the Work Plan and Budget for fiscal year 2019-2020.
- 2.4 The parties now desire to amend the FMA in order to include services for the I-15 Express Lanes in Riverside County.

3. **Terms**

- 3.1 The cover page and title of the FMA shall be amended to include reference to the 15 Express Lanes.
- 3.2 The recitals of the FMA shall be amended in their entirety, and replaced with the following, which recitals shall be incorporated into the FMA by reference as though fully set forth therein:

1.1 91 Toll Facility.

1.1.1 RCTC and Caltrans have entered into a 91 CIP Design-Build Cooperative Agreement, dated July 25, 2012, pursuant to which RCTC, through use of a design-build contractor, constructed the 91 Corridor Improvement Project ("91 CIP"), which included construction of the initial "91 Toll Facility" defined as follows:

- (a) Extension of the existing OCTA 91 Express Lanes approximately 7.5 miles east from the Orange/Riverside County line to I-15.
- (b) Addition of a direct connector from the "RCTC 91 Express Lanes" to the median of I-15 south of SR-91 to Ontario Avenue. The tolled lanes include one-lane connectors approximately 2.8 miles in each direction in the median of I-15 providing access and egress to and from the "RCTC 91 Express Lanes".

1.1.2 RCTC and Caltrans have entered into a 91 Toll Facility Agreement ("91 TFA"), effective as of May 14, 2012, under the authority of Section 130240, et seq., of the Public Utilities Code; Section 143 of the Streets and Highways Code, Section 6800, et seq., of the Public Contracts Code, and the Section 129 Agreement entered into between RCTC, Caltrans and the Federal Highway Administration, dated August 18, 2009. The 91 TFA provides for use of the identified portions of the State Highway right of way for the operation and maintenance of the 91 Toll Facility. The Section 129 Agreement requires Caltrans to annually certify that RCTC is adequately maintaining the 91 Toll Facility.

1.1.3 Under the 91 TFA, RCTC must submit to Caltrans for its annual approval a maintenance plan for the 91 Toll Facility, which, to the extent that RCTC engages Caltrans to perform maintenance services, shall be the work plan adopted pursuant to this Maintenance Agreement. Pursuant to the 91 TFA, RCTC is responsible for the maintenance of the 91 Toll Facility in accordance with the Caltrans furnished Maintenance Standards, defined below.

1.2 15 Toll Facility.

1.2.1 RCTC and Caltrans have entered into a 15 Design-Build

Cooperative Agreement, dated May 31, 2016, pursuant to which RCTC, through use of a design-build contractor, is constructing the 15 Express Lanes Project ("15 ELP"), which includes construction of the "15 Toll Facility" defined as follows:

(a) Addition to the I-15 of two tolled express lanes in each direction (a total of four tolled express lanes) from Cajalco Road in Corona, California to the SR 60 interchange in Jurupa Valley, California.

1.2.2 RCTC and Caltrans have entered into a 15 Toll Facility Agreement ("15 TFA"), dated September 29, 2016, under the authority of Section 130000, et seq., of the Public Utilities Code; Section 149.8 of the Streets and Highways Code, and Section 6820, et seq., of the Public Contracts Code. The 15 TFA provides for use of the identified portions of the State Highway right of way for the operation and maintenance of the 15 Toll Facility.

1.2.3 Under the 15 TFA, RCTC must submit to Caltrans for its annual approval a maintenance plan for the 15 Toll Facility, which, to the extent that RCTC engages Caltrans to perform maintenance services, shall be the work plan adopted pursuant to this Maintenance Agreement. Pursuant to the 15 TFA, RCTC is responsible for the maintenance of the 15 Toll Facility in accordance with the Caltrans furnished Maintenance Standards, defined below.

1.3 Toll Facility. As used in this FMA, the term "Toll Facility" shall mean and refer, collectively, to the 91 Toll Facility and the 15 Toll Facility.

1.4 TFA. As used in this FMA, the term "TFA" shall mean and refer, collectively, to the 91 TFA and the 15 TFA.

1.5 Caltrans is the state agency responsible for the planning, financing, implementation and maintenance of the State Highway System serving the State of California.

1.6 The Parties desire Caltrans to maintain the Toll Facility as set forth in this FMA for the term hereof with the purpose of (a) providing safe passage for the traveling public through the Toll Facility, (b) meeting RCTC's maintenance obligations under the TFA, (c) safeguarding all Caltrans, California Highway Patrol, RCTC, toll operator and other workers, and (d) causing minimum interference with RCTC's ability

to provide a high quality transportation service to motorists and meet other obligations associated with the 91 CIP, and the 15 ELP.

- 1.7 The Parties do not desire Caltrans to maintain toll collection components such as ETC System, AVI, data networks, toll enforcement equipment, offices, communications centers or other facilities which are not located within the State right of way.

- 3.3 Section 3.3 of the FMA, Scheduled Maintenance- Scheduling, shall be amended in its entirety, and replaced with the following:

3.3 Scheduled Maintenance – Scheduling.

Scheduled Maintenance shall be provided at the frequency set forth in the Work Plan. Scheduled Maintenance shall be performed as directed by RCTC during low volume traffic periods to minimize loss of toll revenue and disruption to traffic operations. The Parties may establish, in writing, dates and times during which Scheduled Maintenance is to occur (“Scheduled Maintenance Windows”). The Parties shall, from time to time, review and redefine the Scheduled Maintenance Windows, if any, to optimize revenue collection and Caltrans’ ability to operate effectively and efficiently. Multiple maintenance windows during a month may be required to accomplish Scheduled Maintenance. At its discretion, either Party reserves the right to cancel Scheduled Maintenance upon reasonable prior notice to the other Party.

Caltrans shall assign a Caltrans Maintenance Supervisor level representative to work alongside RCTC’s toll operator to plan the Scheduled Maintenance activity in advance of the Scheduled Maintenance time. The Scheduled Maintenance tasks will be planned in the annual Work Plan and adjusted on a monthly basis to meet the actual Toll Facility needs. Caltrans shall coordinate maintenance activities with the operators of the 91 Toll Facility and the 15 Toll Facility, respectively, and Caltrans District 12 maintenance.

- 3.4 Section 5.2.2 and Section 5.4 of the FMA refer to the dispute resolution process contained in Section 18.6 of the TFA. The Parties agree that this shall be amended to refer to the dispute resolution process contained in Section 18.6 of the 91 TFA.
- 3.5 Exhibit “A” of the FMA shall be amended to include the final, approved Work Plan and Budget for fiscal year 2020-2021, in the form attached to this Amendment No. 3 as Exhibit “A” and incorporated herein by reference.

- 3.6 Except as amended by this Amendment No. 3, all provisions of the FMA shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3.
- 3.7 This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original.
- 3.9 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.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 3 TO
FREEWAY MAINTENANCE AGREEMENT**

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____

By: _____
Anne Mayer, Executive Director

Title: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM:

By: _____
Assistant Chief Counsel
Department of Transportation

Legal Counsel
Best, Best & Krieger LLP

CERTIFIED AS TO FUNDS:

By: _____

Title: _____

Exhibit “A”

**Work Plan and Budget
Fiscal Year 2020-2021**

[attached behind this page]

Exhibit A

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	February 27, 2020
TO:	Toll Policy and Operations Committee
FROM:	Jennifer Crosson, Toll Operations Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	6C Toll Transponder Transition Update

STAFF RECOMMENDATION:

This item is for the Committee to receive and file a presentation on the status of the 6C toll transponder transition.

BACKGROUND INFORMATION:

California's toll transponder technology is prescribed by state regulation, referred to as Title 21, which is managed by Caltrans. In 2017, Caltrans, with the support of the California toll operators, amended the state regulation to change the transponder technology from the former protocol, which has been in place since 1993, to a new technology referred to as 6C. Since 2017, the Commission has been working toward the transition to the new 6C technology.

Since the adoption of the state regulation in 2017, staff received the Commission's approval on many items necessary to make the transition to the 6C technology. Today's presentation serves as a recap of the work performed to date and the status of the 6C toll transponder transition.

AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	February 27, 2020
TO:	Toll Policy and Operations Committee
FROM:	Jennifer Crosson, Toll Operations Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	91 Express Lanes HOV3 Traffic Counts

STAFF RECOMMENDATION:

This item is for the Committee to receive and file a presentation providing the results of the traffic counts performed on the 91 Express Lanes dedicated high occupancy vehicle (HOV)3+ lane.

BACKGROUND INFORMATION:

The 91 Express Lanes offers a toll discount to vehicles with three or more occupants. In order for a vehicle to receive a carpool discount, it must use the dedicated HOV3+ lane when passing through the toll point. The Toll Policy and Operations Committee has had several discussions related to the use of the HOV3+ lane by vehicles that do not have three or more occupants. Staff has given presentations related to this topic on several occasions since May 2019.

Most recently (November 11, 2019), Toll Policy and Operations Committee members received an email from Anne Mayer informing them that Orange County Transportation Authority and the Commission had jointly contracted a firm to count the number of vehicles in the HOV3+ lane, which did not have three or more occupants. Today's presentation will provide a brief summary of the HOV3+ non-compliance issue and the results of those counts.

AGENDA ITEM 11

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	February 27, 2020
TO:	Toll Policy and Operations Committee
FROM:	Stephanie Blanco, Capital Projects Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	Agreement with Selected Consultants for On-Call Traffic and Revenue Study Services

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Award the following agreements to provide on-call traffic and revenue study services for a five-year term in the amount of \$3.9 million, plus a contingency amount of \$195,000, for a total amount not to exceed \$4,095,000:
 - a) Agreement No. 20-31-019-00 to C&M Associates, Inc. (C&M Associates);
 - b) Agreement No. 20-31-051-00 to CDM Smith, Inc. (CDM Smith); and
 - c) Agreement No. 20-31-052-00 to Stantec Consulting Services, Inc. (Stantec);
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission;
- 3) Authorize the Executive Director or designee to execute task orders awarded to the consultants under the terms of agreements;
- 4) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the task order services; and
- 5) Forward to the Commission for final action.

BACKGROUND INFORMATION:

Since 2006, the Commission has utilized traffic and revenue study services for transportation projects to support decisions related to the feasibility of toll projects, development of funding plans and financing, funding applications, and sensitivity analysis showing financial impacts of toll policy changes and transportation improvements. Examples of these decisions include the following:

- 1) Feasibility of implementing the State Route 91 and Interstate 15 Express Lanes Projects by financing construction, operations, and maintenance costs through toll revenue bonds and Transportation Infrastructure Finance and Innovation Act (TIFIA) loans;
- 2) Determination of traffic and financial impacts of transportation improvements such as the SR-91 Corridor Operations Project and the I-15/SR-91 Express Lanes Connector; and

- 3) Determining the traffic and financial impacts of various toll policies including express lane eligibility requirements such as high occupancy vehicles with 3 or more occupants and Clean Air Vehicles.

Based on need, these traffic and revenue study services have been procured separately for the SR-91 and I-15 projects. Both existing traffic and revenue study contracts remain in place for future use for each of these two facilities. The 91 Express Lanes has been operational for almost three years while the I-15 Express Lanes Project will be operational soon. The dynamic nature of these express lane facilities and the ongoing need for traffic and revenue study services related to traffic management and revenue generation will continue.

Staff identified the need for additional traffic and revenue study services in several areas. First, the Commission is developing a third express lane facility - the I-15 Express Lanes Project – Southern Extension (I-15 ELPSE). At this time, the I-15 ELPSE is not fully funded for design or construction. However, staff anticipates the need to perform traffic and revenue study work for this project to help create a funding plan for future phases of work through construction. Further, other future express lane projects could be authorized by the Commission that would benefit from traffic and revenue study services.

Second, adjacent agencies such as the San Bernardino County Transportation Authority and the Transportation Corridor Agencies are quickly developing express lanes or toll connectors that will directly connect with or potentially impact the Commission's express lane facilities. With this in mind, the Commission may desire to perform traffic and revenue study work to better understand the traffic and financial impact of these facilities on the Commission's facilities. Related, the Commission may desire to perform a peer review of the traffic and revenue study performed by another agency to satisfy itself of the methodology used, results, and impacts to Commission facilities.

Lastly, the impact to Commission express lane facilities due to a toll policy change (e.g. carpool occupancy requirements or Clean Air Vehicle discount) could be estimated by performing traffic and revenue study work. Additionally, new technologies, such as automated/connected vehicle penetration or Mobility as a Service applications, could be assessed for all of the Commission's express lane facilities by performing traffic and revenue study work.

To address these and other planning and operational needs for the Commission's express lanes, staff developed an on-call traffic and revenue study services procurement to solicit consultants. The on-call contract will provide the Commission the flexibility to utilize a pool of qualified traffic and revenue study consultants to conduct the necessary services on an as-needed, task order basis. The scope of work for the task orders under this contract will include the following representative traffic and revenue activities:

- Traffic and revenue studies for planning and financing activities;
- Independent/peer reviews or analysis of other traffic and revenue studies;

- Data collection for existing and proposed express lane facilities;
- Analysis to show impacts from future transportation improvements and toll policy changes;
- Traffic and revenue impacts from future transportation innovations, such as automated/connected vehicles, Mobility as a Service, or technological advances related to toll collection and enforcement;
- Presentation of traffic and revenue methods and results to the Commission, financial institutions, and if necessary, the public; and
- Traffic and revenue impacts based on ad hoc requests from the Commission as it relates to existing and future express lane facilities.

Based on these representative traffic and revenue activities identified currently and future anticipated needs for traffic and revenue study support, these contracts are planned for a term of five years.

An independent cost estimate (ICE) was developed, using historical costs from efforts performed for the feasibility and financing of SR-91 and I-15 ELP projects, as well as similar work for peer reviews and sensitivity analyses for toll policy changes. The ICE resulted in an amount of \$3.9 million plus a 5 percent contingency of \$195,000 for a total of \$4,095,000. Based on project delivery schedules and expected policy inquiries, staff identified traffic and revenue analyses activities that are expected to be completed within the contract duration of five years. The following table provides a summary of these anticipated activities with the estimated cost to complete the effort.

Activity	Cost
Traffic and Revenue Study – Intermediate (I-15 ELPSE)	\$600,000
Traffic and Revenue Study – Final (I-15 ELPSE)	1,500,000
Peer Reviews	1,000,000
Various Technical Studies (Technology and Toll Policy Changes)	800,000
Sub-Total	3,900,000
5% Contingency	195,000
Total	\$4,095,000

Task Order Process

Upon successful execution of the contracts with the on-call traffic and revenue consultants, a request for proposal (RFP) for a traffic and revenue activity will be issued to the consulting firms. Upon receipt of the proposals, a panel will conduct a review and select a firm based on responsiveness to the RFP, which includes criteria such as qualifications of the proposed staff, approach to the proposed traffic and revenue analysis activity, and cost. The selected firm will be notified, and the task order will be issued.

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 of these contracts. Evaluation criteria included elements such as qualifications of firm, staffing and project organization, project understanding and approach, and the ability to respond to the requirements set forth under the terms of a request for qualifications (RFQ).

RFQ No. 20-13-019-00 for on-call traffic and revenue study services was released by staff on November 14, 2019. A public notice was advertised in the *Press Enterprise*, and the RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 41 firms downloaded the RFQ; seven of these firms are located in Riverside County. Staff responded to all questions submitted by potential proposers prior to the November 27, 2019 clarification deadline date. Four firms – C&M Associates (Dallas, TX); CDM Smith (Rancho Cucamonga); Jacobs Engineering Group (Riverside); and Stantec (New York, NY); submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on December 11, 2019. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission and Bechtel staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited three firms (C&M Associates, CDM Smith, and Stantec) to the interview phase of the evaluation and selection process. Interviews were conducted on January 22, 2020.

Following the interviews, the evaluation committee conducted a subsequent evaluation of each firm, based on both written and interview components presented to the evaluation committee by each proposer. Accordingly, the evaluation committee recommends contract awards to C&M Associates, CDM Smith, and Stantec to provide on-call traffic and revenue study services, as these firms earned the highest total evaluation scores.

Recommendation

Staff recommends award of Agreement No. 20-31-019-00 to C&M Associates, Agreement No. 20-31-051-00 to CDM Smith, and Agreement No. 20-31-052-00 to Stantec for on-call traffic and revenue study services, for a five-year term in the amount of \$3.9 million, plus a contingency amount of \$195,000, for a total amount not to exceed \$4,095,000. The Commission's model professional services agreement will be entered into with C&M Associates, CDM Smith, and Stantec, subject to any changes approved by the Executive Director and pursuant to legal counsel review. Further, staff recommends authorization for the Chair or Executive Director to execute the agreement and task orders on behalf of the Commission and for the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the task order.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2019/20 FY 2020/21+	Amount:	\$ 450,000 \$ 3,645,000
Source of Funds:	Local Transportation Funds, 2009 Measure A, and other funds (as identified and applicable)			Budget Adjustment:	No N/A
GL/Project Accounting No.:	003044 65520 00000 0000 262 31 65520 XXXXXX 65520 00000 0000 XXX 31 65520				
Fiscal Procedures Approved:	<i>Theresa Irujo</i>			Date:	02/12/2020

Attachments:

- 1) Draft Agreement No. 20-31-019-00 to C&M Associates, Inc.
- 2) Draft Agreement No. 20-31-051-00 to CDM Smith, Inc.
- 3) Draft Agreement No. 20-31-052-00 to Stantec Consulting Services, Inc.

Agreement No. 20-31-019-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
C&M ASSOCIATES, INC.
FOR ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2020, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and C&M ASSOCIATES, 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. Consultant desires to perform and assume responsibility for the provision of certain on-call traffic and revenue consulting services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission Purchase Orders as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

E. The Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under 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 on-call traffic and revenue consulting services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order requests and proposals. No Services shall be performed unless authorized by a Commission Purchase Order for Task Order Services, as further detailed herein. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, 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, and following issuance of a Purchase Order for authorized Task Order Services.

3. Pre-Award Audit. As a result of the 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.

4. Audit Procedures. Consultant and 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 23 and 24 of this Agreement.

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 five years from the date set forth above, unless extended by contract amendment. All Task Order work should be completed within the term.

5.2 Consultant is advised that any recommendation for contract 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 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 Sam Bohluli, 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: Sam Bohluli, Carlos M. Contreras, Ali Soroush, Axel Herrmann, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be competitively solicited amongst Consultant and the other firms identified in Section 19.12 of this Agreement pursuant to a Task Order request for proposals process. If Consultant's Task Order proposal is selected for a Project, the Commission shall issue a Purchase Order for the Services. Consultant's agreement to the final terms of a proposed Task Order, Commission's issuance of a Purchase Order and

Consultant's commencement of the Services following issuance of the Purchase Order shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving a Purchase Order for the Task Order Services from the Commission. Each request for Task Order proposals shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). 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 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, 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 State 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.

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 set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with State funding, it is hereby acknowledged and agreed that the State agency 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. 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. For 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 "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. The overhead rates included in the attached Exhibit "B" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. 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, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 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.

19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised

milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the 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.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 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 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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 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.

19.10 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

19.12 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call Traffic and Revenue Consulting Services Task Order Contracts"). The other On-Call Traffic and Revenue Consulting Services Task Order Contracts are Agreement No. 20-

31-051-00 to CDM Smith, Inc. and Agreement No. 20-31-052-00 to Stantec Consulting Services, Inc. The total amount payable by Commission for the On-Call Traffic and Revenue Consulting Services Task Order Contracts shall not exceed a cumulative maximum total value of Three Million Nine Hundred Thousand Dollars (\$3,900,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Traffic and Revenue Consulting Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Traffic and Revenue Consulting Services Task Order Contracts, the Commission shall send written notification to Consultant and each of the other consultants entering into the On-Call Traffic and Revenue Consulting Services Task Order Contracts. The notice shall identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission shall not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant shall not knowingly enter into a Task Order that exceeds the NTE Sum.

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, 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.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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 Services 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 the 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 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 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 in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

21.6 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 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.

22. Cost Principles and Administrative Requirements.

22.1 If applicable, 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 If applicable, 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 If applicable, 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, 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, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its 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 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 contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement 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 ten (10) 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 "B" may 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 "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. 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 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 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.

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 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.

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.

(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. 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 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, 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.

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, Caltrans and their 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, Caltrans and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their 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, Caltrans, their 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.

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*: \$1,000,000 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 must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 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.

(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 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.

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, 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 expense.

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 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.

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.

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.

(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 contract. 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 contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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.

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 Agreement 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) Intentionally omitted.

(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 commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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.

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.

40. 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:

C&M Associates, Inc.
15770 North Dallas Parkway
Suite 870
Dallas, TX 75248
Attn: Sam Bohluli

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.

41. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

42. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

43. 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.

44. 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.

45. Intentionally Omitted.

46. 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.

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

48. 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.

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

50. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and

the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

51. 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.

52. 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.

53. 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.

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

55. 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.

56. Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

C&M ASSOCIATES, INC.

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

ATTEST:

Approved as to Form:

By: _____
Best, Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A"
SCOPE OF SERVICES

[ATTACHED BEHIND THIS PAGE]

DRAFT

SCOPE OF SERVICES

ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES

1. GENERAL INFORMATION

1.1. Background

The RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Commission) is requesting Statements of Qualifications (SOQ) from qualified professionals for on-call Traffic and Revenue consulting services. The Commission intends to contract with qualified consulting firms to provide comprehensive, on-call consulting services for Commission toll projects. On-call traffic and revenue services will be in support of planned or in-progress Commission projects, operating Commission toll facilities, and technical support for the toll program.

2. DESCRIPTION OF WORK

Consultant tasks may include, but not be limited to, the following typical tasks. Specific requirements will be set forth in each task for each Task Order:

2.1. Project Management

The Consultant will support the Commission with coordination and supervision of project staff to facilitate the performance in accordance with this scope of work and RCTC requirements. The Project management effort is to include but not be limited to, the coordination/preparation/documentation of project meetings, development/maintenance of a project schedule, preparation of monthly invoicing, maintenance of project records, development/administration of a quality control plan and coordination of submittals and final deliverables.

2.2. Traffic and Revenue Studies

The Consultant shall support the Commission with the development of different levels of traffic and revenue studies depending on the need for a particular express lanes project. The following is a description of the potential tasks that may be issued with a specific task order for this discipline:

- Level 1 Traffic and Revenue Study (sketch) that evaluates potential traffic demand and growth with implementation of express lanes and provides revenue estimates for a given amount of time.
- Level 2 Traffic and Revenue Study (Intermediate) that further refines traffic forecast, operations, and revenue estimates in that it can be used to support express lane planning, design, and provide a basis for a funding or financing plan. The effort associated with this type of study may require additional data collection for traffic forecasting and economic development assumptions. In addition, stated preference surveys may be required.

- Level 3 Traffic and Revenue Study (Investment Grade) that provides a robust and thorough evaluation of traffic forecasts, operation, and expected revenue from implementation of express lanes. A level 3 Traffic and Revenue study will be used as a mechanism to support the issuance of bonds for future express lanes projects. This study may be built on a existing level 2 study and may include verification of traffic data, modeling assumptions and revenue estimates. Additional stated preference surveys may be needed to verify the assumptions made in the modeling for the future express lanes projects. Additional counts and scenario analyses maybe necessary to make the level 3 Traffic and Revenue Study current and to support bond issuance activities.

2.3. Technical Support and Miscellaneous Studies

For future projects and existing facilities, the Consultant will provide technical support as it relates to reviewing traffic and revenue activities and documents. As part of a given task order, the Consultant may review or develop studies related to simulation, travel modeling, financial analysis, operational analysis, and planning services to support pricing policies and design adjustments of tolled facilities, corridors, or systems. In addition, various questions and requests from Commissioners as it relates to an existing or future toll policy may need to be evaluated. Under this task, the Consultant may do any of the following activities:

- Review and verify traffic and revenue Studies from other Consultants or other agencies;
- Conduct data compilation, field data collection, and analysis;
- Conduct land use and socio-economic research;
- Conduct Stated Preference surveys;
- Toll optimization evaluation through analysis of pricing strategies, toll rate adjustments, Monte-Carlo simulation analysis, and other financial modeling techniques to determine optimal toll solutions, based on revenue or throughput;
- Evaluate the traffic and revenue impacts of addition/deletion of project features or proposed projects within the express lanes corridor or network;
- Provide net toll revenue analyses of proposed express lanes corridors;
- Sensitivity analyses that evaluates impacts to revenue and traffic from different assumptions from a socio-economic perspective, horizon years, anticipated projects, and other factors that can impact proposed and existing express lanes;
- Forecasting of traffic performance for existing facilities and future projects
- Express lane network traffic modeling for potential new express lanes corridors;
- Market share analyses for preliminary testing of alternative toll concepts and operational policies;
- Develop traffic and revenue modeling and evaluate impacts from emerging mobility technologies;
- Evaluate multi-modal feasibility from a traffic and revenue perspective;

- Provide technical support and present to Commission legal counsel, other consultants, Caltrans, Federal Highway Administration, financial institutions or rating agencies regarding traffic and revenue studies;
- Develop and execute presentations and trainings for various audiences;
- And complete relevant tasks related to traffic and revenue analyses of highway corridors and other mobility options.

2.4. Materials to be Furnished by Commission

All software, data, reports, surveys, drawings, and other documents furnished to the Offeror by Commission for the Offeror's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of Commission. All such materials shall be returned to Commission upon completion of services, termination of the agreement, or other such time as Commission may determine.

2.5. Personnel Qualifications and Responsibilities

The quantity and qualifications of personnel to be assigned will be determined by the scope of the Task Order request and the degree of difficulty of the required tasks to be performed. All personnel and personnel assignments shall be subject to approval by Commission.

2.6. Third Party Relationships

This Contract is intended to provide on-call traffic and revenue consulting services for Commission projects, facilities, and purposes. The Commission works closely with various professional offerors, agencies, and others in the development of its projects and facilities. The Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Task Orders. Offeror shall take direction only from Commission and shall regularly inform only Commission of Task Order progress, outstanding issues, and all related matters.

During the course of the Contract, Offeror may find occasion to meet with local, state, and federal representatives, consultants, advisors, legal counsel, or other third parties who have assisted with the various RCTC projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Commission project or elements of the project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from Commission. All oral and written communication with outside agencies or Offerors related to the project shall be directed only to Commission. Distribution of project related communications and information shall be at the sole discretion of Commission representatives.

3. Task Order PROCEDURES

3.1. Definitions

The term Consultant shall refer to the firm or firms that are awarded the contract for environmental consulting services.

A Task Order is utilized by the parties to establish, outline, and authorize a particular job or task.

3.2. Initiating Task Orders

The Commission's project manager will issue Task Orders to the Consultant.

The Commission's request for task order submittals. Upon a request for a Task Order Proposal by the designated Commission project manager, Consultant shall develop a plan and submit a task order proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.

3.3. Review and Award of Task Orders

The Commission's designated project manager will review the submitted Task Order (to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission's project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.

3.4. Completion Schedule

The Consultant's performance of services shall commence under each Task Order only upon written authorization by the Commission's designated project manager.

Consultant shall complete the services within the time frame specified on a particular Task Order.

EXHIBIT "B"

COMPENSATION AND PAYMENT

[ATTACHED BEHIND THIS PAGE]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2019/20	Traffic & Revenue Study Services	\$ 450,000.00
FY 2020/21	Traffic & Revenue Study Services	350,000.00
FY 2021/22	Traffic & Revenue Study Services	800,000.00
FY 2022/23	Traffic & Revenue Study Services	1,500,000.00
FY 2023/25	Traffic & Revenue Study Services	600,000.00
FY 2025/26	Traffic & Revenue Study Services	200,000.00
SUBTOTAL		3,900,000.00
TOTAL COSTS		\$ 3,900,000.00

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.

Agreement No. 20-31-051-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
CDM SMITH, INC.
FOR ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2020, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and CDM SMITH, 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. Consultant desires to perform and assume responsibility for the provision of certain on-call traffic and revenue consulting services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission Purchase Orders as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

E. The Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under 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 on-call traffic and revenue consulting services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order requests and proposals. No Services shall be performed unless authorized by a Commission Purchase Order for Task Order Services, as further detailed herein. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, 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, and following issuance of a Purchase Order for authorized Task Order Services.

3. Pre-Award Audit. As a result of the 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.

4. Audit Procedures. Consultant and 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 23 and 24 of this Agreement.

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 five years from the date set forth above, unless extended by contract amendment. All Task Order work should be completed within the term.

5.2 Consultant is advised that any recommendation for contract 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 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 Christopher Mwalwanda, 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: Christopher Mwalwanda, Yagnesh Jamarwala, Kamran Khan, Rohan Shah, Chris Thornberg, Cissy Kulakowski, Ybette Ochoa, Maneesh Mahlawat, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be competitively solicited amongst Consultant and the other firms identified in Section 19.12 of this Agreement pursuant to a Task Order request for proposals process. If Consultant's Task Order proposal is selected for a Project, the Commission shall issue a Purchase Order for the Services. Consultant's agreement to the final terms of a proposed Task Order, Commission's issuance of a Purchase Order and

Consultant's commencement of the Services following issuance of the Purchase Order shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving a Purchase Order for the Task Order Services from the Commission. Each request for Task Order proposals shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). 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 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, 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 State 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.

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 set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with State funding, it is hereby acknowledged and agreed that the State agency 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. 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. For 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 "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. The overhead rates included in the attached Exhibit "B" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. 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, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 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.

19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised

milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the 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.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 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 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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 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.

19.10 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

19.12 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call Traffic and Revenue Consulting Services Task Order Contracts"). The other On-Call Traffic and Revenue Consulting Services Task Order Contracts are Agreement No. 20-

31-019-00 to C&M Associates, Inc. and Agreement No. 20-31-052-00 to Stantec Consulting Services, Inc. The total amount payable by Commission for the On-Call Traffic and Revenue Consulting Services Task Order Contracts shall not exceed a cumulative maximum total value of Three Million Nine Hundred Thousand Dollars (\$3,900,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Traffic and Revenue Consulting Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Traffic and Revenue Consulting Services Task Order Contracts, the Commission shall send written notification to Consultant and each of the other consultants entering into the On-Call Traffic and Revenue Consulting Services Task Order Contracts. The notice shall identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission shall not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant shall not knowingly enter into a Task Order that exceeds the NTE Sum.

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, 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.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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 Services 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 the 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 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 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 in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

21.6 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 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.

22. Cost Principles and Administrative Requirements.

22.1 If applicable, 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 If applicable, 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 If applicable, 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, 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, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its 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 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 contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement 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 ten (10) 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 "B" may 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 "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. 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 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 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.

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 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.

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.

(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. 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 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, 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.

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, Caltrans and their 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, Caltrans and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their 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, Caltrans, their 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.

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*: \$1,000,000 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 must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 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.

(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 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.

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, 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 expense.

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 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.

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.

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.

(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 contract. 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 contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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.

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 Agreement 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) Intentionally omitted.

(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 commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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.

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.

40. 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:

CDM Smith Inc.
9220 Cleveland Avenue
Unit 100
Rancho Cucamonga, CA 91730
Attn: Christopher Mwalwanda

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.

41. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

42. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

43. 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.

44. 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.

45. Intentionally Omitted.

46. 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.

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

48. 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.

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

50. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and

the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

51. 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.

52. 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.

53. 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.

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

55. 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.

56. Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CDM SMITH, INC.

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

ATTEST:

Approved as to Form:

By: _____
Best, Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A"
SCOPE OF SERVICES

[ATTACHED BEHIND THIS PAGE]

DRAFT

SCOPE OF SERVICES

ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES

1. GENERAL INFORMATION

1.1. Background

The RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Commission) is requesting Statements of Qualifications (SOQ) from qualified professionals for on-call Traffic and Revenue consulting services. The Commission intends to contract with qualified consulting firms to provide comprehensive, on-call consulting services for Commission toll projects. On-call traffic and revenue services will be in support of planned or in-progress Commission projects, operating Commission toll facilities, and technical support for the toll program.

2. DESCRIPTION OF WORK

Consultant tasks may include, but not be limited to, the following typical tasks. Specific requirements will be set forth in each task for each Task Order:

2.1. Project Management

The Consultant will support the Commission with coordination and supervision of project staff to facilitate the performance in accordance with this scope of work and RCTC requirements. The Project management effort is to include but not be limited to, the coordination/preparation/documentation of project meetings, development/maintenance of a project schedule, preparation of monthly invoicing, maintenance of project records, development/administration of a quality control plan and coordination of submittals and final deliverables.

2.2. Traffic and Revenue Studies

The Consultant shall support the Commission with the development of different levels of traffic and revenue studies depending on the need for a particular express lanes project. The following is a description of the potential tasks that may be issued with a specific task order for this discipline:

- Level 1 Traffic and Revenue Study (sketch) that evaluates potential traffic demand and growth with implementation of express lanes and provides revenue estimates for a given amount of time.
- Level 2 Traffic and Revenue Study (Intermediate) that further refines traffic forecast, operations, and revenue estimates in that it can be used to support express lane planning, design, and provide a basis for a funding or financing plan. The effort associated with this type of study may require additional data collection for traffic forecasting and economic development assumptions. In addition, stated preference surveys may be required.

- Level 3 Traffic and Revenue Study (Investment Grade) that provides a robust and thorough evaluation of traffic forecasts, operation, and expected revenue from implementation of express lanes. A level 3 Traffic and Revenue study will be used as a mechanism to support the issuance of bonds for future express lanes projects. This study may be built on a existing level 2 study and may include verification of traffic data, modeling assumptions and revenue estimates. Additional stated preference surveys may be needed to verify the assumptions made in the modeling for the future express lanes projects. Additional counts and scenario analyses maybe necessary to make the level 3 Traffic and Revenue Study current and to support bond issuance activities.

2.3. Technical Support and Miscellaneous Studies

For future projects and existing facilities, the Consultant will provide technical support as it relates to reviewing traffic and revenue activities and documents. As part of a given task order, the Consultant may review or develop studies related to simulation, travel modeling, financial analysis, operational analysis, and planning services to support pricing policies and design adjustments of tolled facilities, corridors, or systems. In addition, various questions and requests from Commissioners as it relates to an existing or future toll policy may need to be evaluated. Under this task, the Consultant may do any of the following activities:

- Review and verify traffic and revenue Studies from other Consultants or other agencies;
- Conduct data compilation, field data collection, and analysis;
- Conduct land use and socio-economic research;
- Conduct Stated Preference surveys;
- Toll optimization evaluation through analysis of pricing strategies, toll rate adjustments, Monte-Carlo simulation analysis, and other financial modeling techniques to determine optimal toll solutions, based on revenue or throughput;
- Evaluate the traffic and revenue impacts of addition/deletion of project features or proposed projects within the express lanes corridor or network;
- Provide net toll revenue analyses of proposed express lanes corridors;
- Sensitivity analyses that evaluates impacts to revenue and traffic from different assumptions from a socio-economic perspective, horizon years, anticipated projects, and other factors that can impact proposed and existing express lanes;
- Forecasting of traffic performance for existing facilities and future projects
- Express lane network traffic modeling for potential new express lanes corridors;
- Market share analyses for preliminary testing of alternative toll concepts and operational policies;
- Develop traffic and revenue modeling and evaluate impacts from emerging mobility technologies;
- Evaluate multi-modal feasibility from a traffic and revenue perspective;

- Provide technical support and present to Commission legal counsel, other consultants, Caltrans, Federal Highway Administration, financial institutions or rating agencies regarding traffic and revenue studies;
- Develop and execute presentations and trainings for various audiences;
- And complete relevant tasks related to traffic and revenue analyses of highway corridors and other mobility options.

2.4. Materials to be Furnished by Commission

All software, data, reports, surveys, drawings, and other documents furnished to the Offeror by Commission for the Offeror's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of Commission. All such materials shall be returned to Commission upon completion of services, termination of the agreement, or other such time as Commission may determine.

2.5. Personnel Qualifications and Responsibilities

The quantity and qualifications of personnel to be assigned will be determined by the scope of the Task Order request and the degree of difficulty of the required tasks to be performed. All personnel and personnel assignments shall be subject to approval by Commission.

2.6. Third Party Relationships

This Contract is intended to provide on-call traffic and revenue consulting services for Commission projects, facilities, and purposes. The Commission works closely with various professional offerors, agencies, and others in the development of its projects and facilities. The Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Task Orders. Offeror shall take direction only from Commission and shall regularly inform only Commission of Task Order progress, outstanding issues, and all related matters.

During the course of the Contract, Offeror may find occasion to meet with local, state, and federal representatives, consultants, advisors, legal counsel, or other third parties who have assisted with the various RCTC projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Commission project or elements of the project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from Commission. All oral and written communication with outside agencies or Offerors related to the project shall be directed only to Commission. Distribution of project related communications and information shall be at the sole discretion of Commission representatives.

3. Task Order PROCEDURES

3.1. Definitions

The term Consultant shall refer to the firm or firms that are awarded the contract for environmental consulting services.

A Task Order is utilized by the parties to establish, outline, and authorize a particular job or task.

3.2. Initiating Task Orders

The Commission's project manager will issue Task Orders to the Consultant.

The Commission's request for task order submittals. Upon a request for a Task Order Proposal by the designated Commission project manager, Consultant shall develop a plan and submit a task order proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.

3.3. Review and Award of Task Orders

The Commission's designated project manager will review the submitted Task Order (to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission's project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.

3.4. Completion Schedule

The Consultant's performance of services shall commence under each Task Order only upon written authorization by the Commission's designated project manager.

Consultant shall complete the services within the time frame specified on a particular Task Order.

EXHIBIT "B"

COMPENSATION AND PAYMENT

[ATTACHED BEHIND THIS PAGE]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2019/20	Traffic & Revenue Study Services	\$ 450,000.00
FY 2020/21	Traffic & Revenue Study Services	350,000.00
FY 2021/22	Traffic & Revenue Study Services	800,000.00
FY 2022/23	Traffic & Revenue Study Services	1,500,000.00
FY 2023/25	Traffic & Revenue Study Services	600,000.00
FY 2025/26	Traffic & Revenue Study Services	200,000.00
SUBTOTAL		3,900,000.00
TOTAL COSTS		\$ 3,900,000.00

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.

Agreement No. 20-31-052-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
STANTEC CONSULTING SERVICES, INC.
FOR ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2020, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and STANTEC CONSULTING SERVICES, 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. Consultant desires to perform and assume responsibility for the provision of certain on-call traffic and revenue consulting services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission Purchase Orders as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

E. The Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under 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 on-call traffic and revenue consulting services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order requests and proposals. No Services shall be performed unless authorized by a Commission Purchase Order for Task Order Services, as further detailed herein. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, 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, and following issuance of a Purchase Order for authorized Task Order Services.

3. Pre-Award Audit. As a result of the 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.

4. Audit Procedures. Consultant and 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 23 and 24 of this Agreement.

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 five years from the date set forth above, unless extended by contract amendment. All Task Order work should be completed within the term.

5.2 Consultant is advised that any recommendation for contract 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 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 Sheldon Mar, 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: Sheldon Mar, Steven Abendschein, Rick Gobeille, David Schellinger, Rosella Picado, Nick Amrhein, Brent Baker, Catherine Larson, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be competitively solicited amongst Consultant and the other firms identified in Section 19.12 of this Agreement pursuant to a Task Order request for proposals process. If Consultant's Task Order proposal is selected for a Project, the Commission shall issue a Purchase Order for the Services. Consultant's agreement to the final terms of a proposed Task Order, Commission's issuance of a Purchase Order and

Consultant's commencement of the Services following issuance of the Purchase Order shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving a Purchase Order for the Task Order Services from the Commission. Each request for Task Order proposals shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). 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 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, 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 State 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.

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 set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with State funding, it is hereby acknowledged and agreed that the State agency 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. 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. For 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 "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. The overhead rates included in the attached Exhibit "B" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. 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, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 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.

19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised

milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the 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.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 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 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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 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.

19.10 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

19.12 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call Traffic and Revenue Consulting Services Task Order Contracts"). The other On-Call Traffic and Revenue Consulting Services Task Order Contracts are Agreement No. 20-

31-019-00 to C&M Associates, Inc. and Agreement No. 20-31-051-00 to CDM Smith, Inc. The total amount payable by Commission for the On-Call Traffic and Revenue Consulting Services Task Order Contracts shall not exceed a cumulative maximum total value of Three Million Nine Hundred Thousand Dollars (\$3,900,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Traffic and Revenue Consulting Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Traffic and Revenue Consulting Services Task Order Contracts, the Commission shall send written notification to Consultant and each of the other consultants entering into the On-Call Traffic and Revenue Consulting Services Task Order Contracts. The notice shall identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission shall not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant shall not knowingly enter into a Task Order that exceeds the NTE Sum.

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, 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.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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 Services 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 the 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 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 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 in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

21.6 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 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.

22. Cost Principles and Administrative Requirements.

22.1 If applicable, 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 If applicable, 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 If applicable, 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, 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, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its 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 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 contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement 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 ten (10) 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 "B" may 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 "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. 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 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 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.

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 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.

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.

(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. 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 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, 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.

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, Caltrans and their 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, Caltrans and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their 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, Caltrans, their 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.

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*: \$1,000,000 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 must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 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.

(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 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.

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, 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 expense.

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 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.

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.

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.

(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 contract. 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 contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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.

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 Agreement 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) Intentionally omitted.

(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 commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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.

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.

40. 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:

Stantec Consulting Services Inc.
475 Fifth Avenue
12th Floor
New York, NY 10017
Attn: Sheldon Mar

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.

41. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

42. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

43. 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.

44. 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.

45. Intentionally Omitted.

46. 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.

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

48. 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.

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

50. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and

the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

51. 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.

52. 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.

53. 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.

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

55. 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.

56. Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

**STANTEC CONSULTING SERVICES
INC.**

By: _____
Signature

Name

Title

Approved as to Form:

ATTEST:

By: _____
Best, Best & Krieger LLP
General Counsel

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A"
SCOPE OF SERVICES

[ATTACHED BEHIND THIS PAGE]

DRAFT

SCOPE OF SERVICES

ON-CALL TRAFFIC AND REVENUE CONSULTING SERVICES

1. GENERAL INFORMATION

1.1. Background

The RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Commission) is requesting Statements of Qualifications (SOQ) from qualified professionals for on-call Traffic and Revenue consulting services. The Commission intends to contract with qualified consulting firms to provide comprehensive, on-call consulting services for Commission toll projects. On-call traffic and revenue services will be in support of planned or in-progress Commission projects, operating Commission toll facilities, and technical support for the toll program.

2. DESCRIPTION OF WORK

Consultant tasks may include, but not be limited to, the following typical tasks. Specific requirements will be set forth in each task for each Task Order:

2.1. Project Management

The Consultant will support the Commission with coordination and supervision of project staff to facilitate the performance in accordance with this scope of work and RCTC requirements. The Project management effort is to include but not be limited to, the coordination/preparation/documentation of project meetings, development/maintenance of a project schedule, preparation of monthly invoicing, maintenance of project records, development/administration of a quality control plan and coordination of submittals and final deliverables.

2.2. Traffic and Revenue Studies

The Consultant shall support the Commission with the development of different levels of traffic and revenue studies depending on the need for a particular express lanes project. The following is a description of the potential tasks that may be issued with a specific task order for this discipline:

- Level 1 Traffic and Revenue Study (sketch) that evaluates potential traffic demand and growth with implementation of express lanes and provides revenue estimates for a given amount of time.
- Level 2 Traffic and Revenue Study (Intermediate) that further refines traffic forecast, operations, and revenue estimates in that it can be used to support express lane planning, design, and provide a basis for a funding or financing plan. The effort associated with this type of study may require additional data collection for traffic forecasting and economic development assumptions. In addition, stated preference surveys may be required.

- Level 3 Traffic and Revenue Study (Investment Grade) that provides a robust and thorough evaluation of traffic forecasts, operation, and expected revenue from implementation of express lanes. A level 3 Traffic and Revenue study will be used as a mechanism to support the issuance of bonds for future express lanes projects. This study may be built on a existing level 2 study and may include verification of traffic data, modeling assumptions and revenue estimates. Additional stated preference surveys may be needed to verify the assumptions made in the modeling for the future express lanes projects. Additional counts and scenario analyses maybe necessary to make the level 3 Traffic and Revenue Study current and to support bond issuance activities.

2.3. Technical Support and Miscellaneous Studies

For future projects and existing facilities, the Consultant will provide technical support as it relates to reviewing traffic and revenue activities and documents. As part of a given task order, the Consultant may review or develop studies related to simulation, travel modeling, financial analysis, operational analysis, and planning services to support pricing policies and design adjustments of tolled facilities, corridors, or systems. In addition, various questions and requests from Commissioners as it relates to an existing or future toll policy may need to be evaluated. Under this task, the Consultant may do any of the following activities:

- Review and verify traffic and revenue Studies from other Consultants or other agencies;
- Conduct data compilation, field data collection, and analysis;
- Conduct land use and socio-economic research;
- Conduct Stated Preference surveys;
- Toll optimization evaluation through analysis of pricing strategies, toll rate adjustments, Monte-Carlo simulation analysis, and other financial modeling techniques to determine optimal toll solutions, based on revenue or throughput;
- Evaluate the traffic and revenue impacts of addition/deletion of project features or proposed projects within the express lanes corridor or network;
- Provide net toll revenue analyses of proposed express lanes corridors;
- Sensitivity analyses that evaluates impacts to revenue and traffic from different assumptions from a socio-economic perspective, horizon years, anticipated projects, and other factors that can impact proposed and existing express lanes;
- Forecasting of traffic performance for existing facilities and future projects
- Express lane network traffic modeling for potential new express lanes corridors;
- Market share analyses for preliminary testing of alternative toll concepts and operational policies;
- Develop traffic and revenue modeling and evaluate impacts from emerging mobility technologies;
- Evaluate multi-modal feasibility from a traffic and revenue perspective;

- Provide technical support and present to Commission legal counsel, other consultants, Caltrans, Federal Highway Administration, financial institutions or rating agencies regarding traffic and revenue studies;
- Develop and execute presentations and trainings for various audiences;
- And complete relevant tasks related to traffic and revenue analyses of highway corridors and other mobility options.

2.4. Materials to be Furnished by Commission

All software, data, reports, surveys, drawings, and other documents furnished to the Offeror by Commission for the Offeror's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of Commission. All such materials shall be returned to Commission upon completion of services, termination of the agreement, or other such time as Commission may determine.

2.5. Personnel Qualifications and Responsibilities

The quantity and qualifications of personnel to be assigned will be determined by the scope of the Task Order request and the degree of difficulty of the required tasks to be performed. All personnel and personnel assignments shall be subject to approval by Commission.

2.6. Third Party Relationships

This Contract is intended to provide on-call traffic and revenue consulting services for Commission projects, facilities, and purposes. The Commission works closely with various professional offerors, agencies, and others in the development of its projects and facilities. The Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Task Orders. Offeror shall take direction only from Commission and shall regularly inform only Commission of Task Order progress, outstanding issues, and all related matters.

During the course of the Contract, Offeror may find occasion to meet with local, state, and federal representatives, consultants, advisors, legal counsel, or other third parties who have assisted with the various RCTC projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Commission project or elements of the project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from Commission. All oral and written communication with outside agencies or Offerors related to the project shall be directed only to Commission. Distribution of project related communications and information shall be at the sole discretion of Commission representatives.

3. Task Order PROCEDURES

3.1. Definitions

The term Consultant shall refer to the firm or firms that are awarded the contract for environmental consulting services.

A Task Order is utilized by the parties to establish, outline, and authorize a particular job or task.

3.2. Initiating Task Orders

The Commission's project manager will issue Task Orders to the Consultant.

The Commission's request for task order submittals. Upon a request for a Task Order Proposal by the designated Commission project manager, Consultant shall develop a plan and submit a task order proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.

3.3. Review and Award of Task Orders

The Commission's designated project manager will review the submitted Task Order (to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission's project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.

3.4. Completion Schedule

The Consultant's performance of services shall commence under each Task Order only upon written authorization by the Commission's designated project manager.

Consultant shall complete the services within the time frame specified on a particular Task Order.

EXHIBIT "B"

COMPENSATION AND PAYMENT

[ATTACHED BEHIND THIS PAGE]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2019/20	Traffic & Revenue Study Services	\$ 450,000.00
FY 2020/21	Traffic & Revenue Study Services	350,000.00
FY 2021/22	Traffic & Revenue Study Services	800,000.00
FY 2022/23	Traffic & Revenue Study Services	1,500,000.00
FY 2023/25	Traffic & Revenue Study Services	600,000.00
FY 2025/26	Traffic & Revenue Study Services	200,000.00
SUBTOTAL		3,900,000.00
TOTAL COSTS		\$ 3,900,000.00

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.