



MEETING AGENDA

Toll Policy and Operations Committee

Time: 10:30 a.m. or Directly Following the Commission Meeting
Date: April 12, 2023
Location: MARCH FIELD CONFERENCE ROOM
County of Riverside Administrative Center
4080 Lemon Street, Third Floor, Riverside

COMMITTEE MEMBERS

Michael M. Vargas, **Vice Chair** / Rita Rogers, City of Perris
Jeremy Smith / To Be Appointed, City of Canyon Lake
Clint Lorimore / Todd Rigby, City of Eastvale
Dana Reed / Donna Griffith, City of Indian Wells
Brian Berkson / Guillermo Silva, City of Jurupa Valley

STAFF

Anne Mayer, Executive Director
Jennifer Crosson, Toll Operations 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**

www.rctc.org

MEETING AGENDA*

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

10:30 a.m. or Directly Following the Commission Meeting

Wednesday, April 12, 2023

MARCH FIELD CONFERENCE ROOM

County of Riverside Administrative Center

4080 Lemon Street, Third Floor, Riverside

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

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Committee 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** – *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. Each individual speaker is limited to speak three (3) continuous minutes or less.*
- 5. 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.)*

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

6A. **APPROVAL OF MINUTES – SPECIAL NOVEMBER 29, 2022**

Page 1

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

Page 5

Overview

This item is for the Committee to recommend the Commission take the following action(s):

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

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

Page 33

Overview

This item is for the Committee to recommend the Commission take the following action(s):

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

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

Page 97

Overview

This item is for the Committee to recommend the Commission take the following action(s):

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

8. EXPRESS LANES INTELLIGENT TRANSPORTATION SYSTEMS POLES PROJECT

Page 119

Overview

This item is for the Committee to recommend the Commission take the following action(s):

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

9. EXPRESS LANES CHANNELIZER AGREEMENT

Page 160

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 23-31-053-00 to Statewide Traffic Safety and Signs for channelizers for the express lanes for a one-year term in the amount of \$215,173, plus a contingency amount of \$32,276, for a total amount not to exceed \$247,449;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute purchase orders to the vendor under the terms of the agreement.

10. ELECTION OF OFFICERS

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Overview

This item is for the Toll Policy and Operations Committee to conduct an election of officers for 2023 – Chair and Vice Chair.

11. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

12. EXECUTIVE DIRECTOR REPORT

13. COMMISSIONER COMMENTS

Overview

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

14. ADJOURNMENT

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

TOLL POLICY AND OPERATIONS COMMITTEE SPECIAL MEETING MINUTES

Tuesday, November 29, 2022

1. CALL TO ORDER

The meeting of the Toll Policy and Operations Committee was called to order by Chair Ben J. Benoit at 10:00 a.m. via zoom ID 872 0364 2917. This meeting is being conducted virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

2. ROLL CALL

Members/Alternates Present

Dana Reed
Clint Lorimore
Michael M. Vargas
Ben J. Benoit
Jeremy Smith

Members Absent

Brian Berkson

3. PLEDGE OF ALLEGIANCE

Vice Chair Michael Vargas led the Committee in the Pledge of Allegiance.

4. PUBLIC COMMENTS

There were no requests to speak.

5. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

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

M/S/C (Smith/Vargas) to approve the Consent Calendar as presented.

6A. APPROVAL OF MINUTES – FEBRUARY 24 AND AUGUST 25, 2022

6B. 15 EXPRESS LANES MONTHLY STATUS REPORTS

Overview

This item is for the Committee to:

- 1) Receive and file the 15 Express Lanes Monthly Reports for the three months from July to September 2022.

6C. 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 three months from July to September 2022.

7. AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES CONTRACT WITH KAPSCH TRAFFICOM USA INC. TO EXTEND THE TERM OF THE CONTRACT

Reinland Jones, Toll Technology Manager, provided an overview of the proposed amendment to the existing Kapsch Trafficcom USA Inc. contract.

Anne Mayer, Executive Director, provided some historical insight on the rapidly changing technology and how that affects the timing of procuring contracts.

M/S/C (Lorimore/Smith) for the Committee to:

- 1) **Approve Agreement No. 16-31-043-03, Amendment No. 03 to Agreement No. 16-31-043-00, with Kapsch TrafficCom USA Inc. (Kapsch) for the Toll Services Contract for 15 Express Lanes Project to extend the contract term by five years, in the amount of \$42,219,382, plus a contingency amount of \$4,222,000, for a total amount not to exceed \$46,441,382;**
- 2) **Authorize the payment of passthrough items in an amount not to exceed \$3 million; and**
- 3) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the Amendment on behalf of the Commission.**

8. RIVERSIDE COUNTY TRANSPORTATION COMMISSION 91 EXPRESS LANES TOLL POLICY AND TOLL SCHEDULE

Jennifer Crosson, Toll Operations Director, presented information regarding the proposed changes to the 91 Express Lanes Policy to allow for improved traffic management on the 91 Express Lanes after the 15/91 Connector opens and to address a recent change in legislation.

She noted the benefits of moving to dynamic pricing which included: Based on density, corresponds to real time conditions, allows for management of traffic along the entire 10 miles, coordinate toll rates on 91 and 15 for customers using the 15/91 connector, and removes manual staff effort and judgement.

Chair Benoit stated he had received several questions regarding electric vehicle and whether they were able to use the Express Lanes for free. He suggested some public education on that topic and Ms. Crosson noted staff would look into adding that information to the website.

M/S/C (Vargas/Lorimore) for the Committee to:

- 1) Conduct a public hearing to receive input on the proposed RCTC 91 Express Lanes Toll Policy and Toll Schedule; and**
- 2) Adopt Resolution 22-022, *“Resolution of the Riverside County Transportation Commission Adopting the RCTC 91 Express Lanes Toll Policy and Toll Schedule”*, to take effect as of the date the 15/91 Connector opens to the traveling public, with the discount portion of the policy to take effect as of January 1, 2023; and**
- 3) Forward to the Commission for final action.**

9. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

There were no items pulled from the Consent Calendar.

10. EXECUTIVE DIRECTOR REPORT

Anne Mayer, Executive Director, stated there has been a desire to enforce the HOV 3+ discount on both Express Lanes. Staff has continued to follow developments in technology in this area. To date we are not aware of a toll operator that has implemented an automated occupancy detection system. We wanted to share that staff has received an offer from a provider of an automated solution to perform a pilot of their system on the 91 Express Lanes. Staff is working on the agreements necessary to allow the provider to work in the Express Lanes and protect the privacy of motorists. It is our hope that the pilot will begin in the spring. After staff has an opportunity to see how this system performs, we will perform an analysis to see if it makes financial sense to integrate the system into our toll system for the purpose of enforcing the HOV3+ discount.

Chair Benoit emphasized the safety benefit as well to this enforcement.

Commissioner Lorimore thanked the Executive Director for the update and asked if the provider is a U.S. based company. Reinland Jones, Toll Technology Manager, stated the provider is from Israel and has done pilots in Israel, France, Canada, and the U.S.

11. COMMISSIONER COMMENTS

There were no additional comments from Commissioners.

12. ADJOURNMENT

There being no further business for consideration, Chair Benoit adjourned the meeting at 10:37 a.m. to the next Toll Policy and Operations Committee meeting.

Respectfully Submitted,

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

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 6B

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 12, 2023
TO:	Toll Policy and Operations Committee
FROM:	Gary Clothier, Senior Management Analyst
THROUGH:	Jennifer Crosson, Toll Operations Director
SUBJECT:	15 Express Lanes Monthly Status Reports

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

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

BACKGROUND INFORMATION:

The monthly 15 Express Lanes reports for the three months from October to December 2022 are attached. The monthly reports provide information about 15 Express Lanes performance and activity.

FISCAL IMPACT:

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

Attachments:

- 1) 15 Express Lanes Status Report for October 2022
- 2) 15 Express Lanes Status Report for November 2022
- 3) 15 Express Lanes Status Report for December 2022



RiversideExpress
15 ExpressLanes

Status Report
October 31, 2022

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TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for October 2022 was 2,144,139. This represents a daily average of 69,166 transactions. Potential toll revenue for October was \$2,430,640. Carpool percentage for October was 10.6%.

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

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

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

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

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

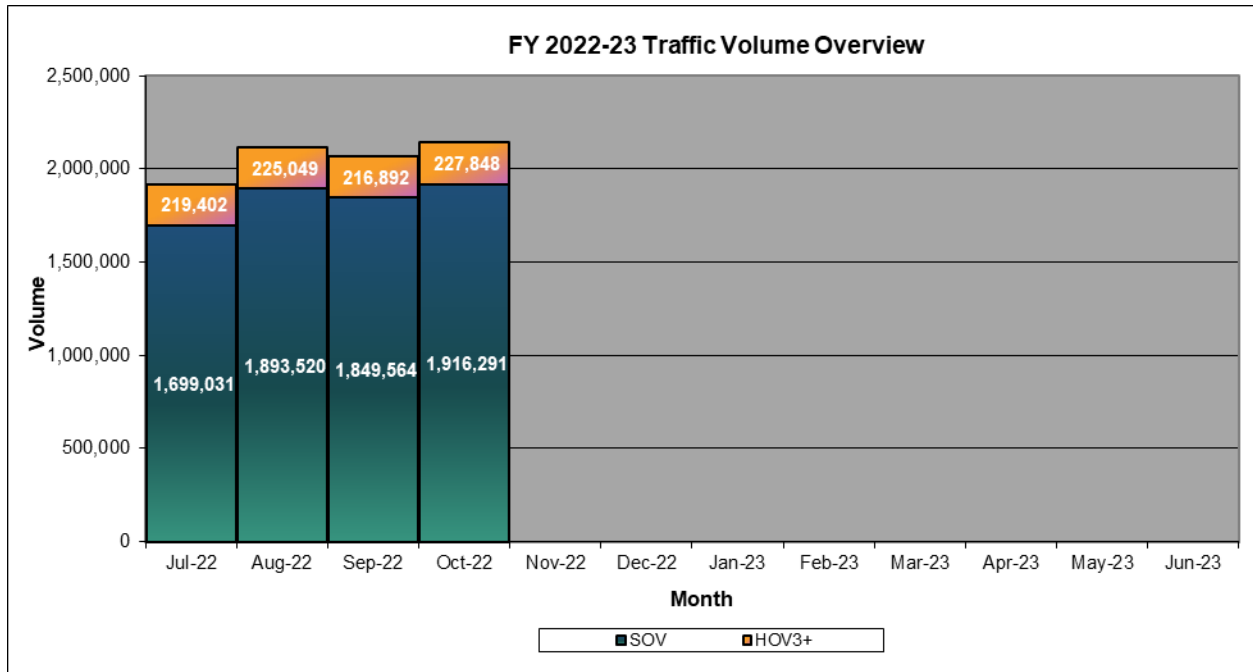
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2022 through October 2022. Year-to-date average revenue per-transaction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

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

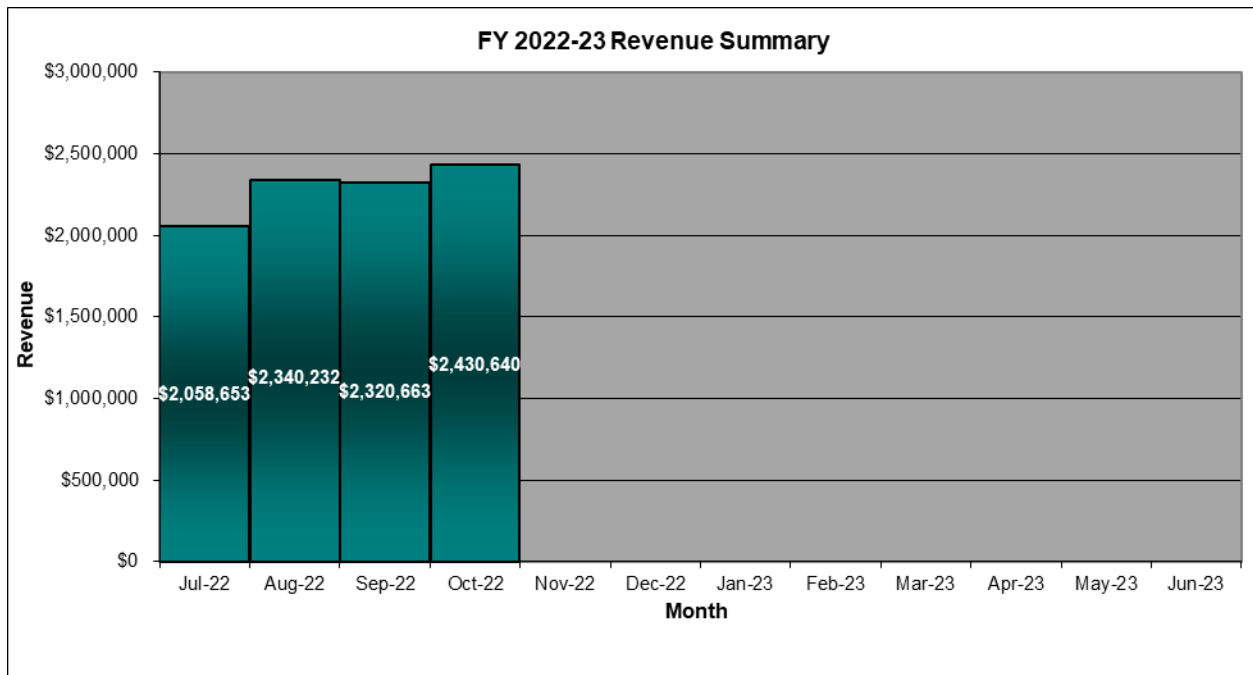
Transactions	FY 2022-23 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2021-22 YTD Actual	Yr-toYr % Variance
SOV	7,358,406				6,992,541	5.2%
HOV3+	889,191				775,196	14.7%
Total Gross Transactions	8,247,597	10,287,557	(2,039,960)	(19.8%)	7,767,737	6.2%
Revenue						
SOV	\$9,150,189				\$10,249,147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

TRAFFIC AND REVENUE SUMMARY

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



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



PEAK-HOUR VOLUMES

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

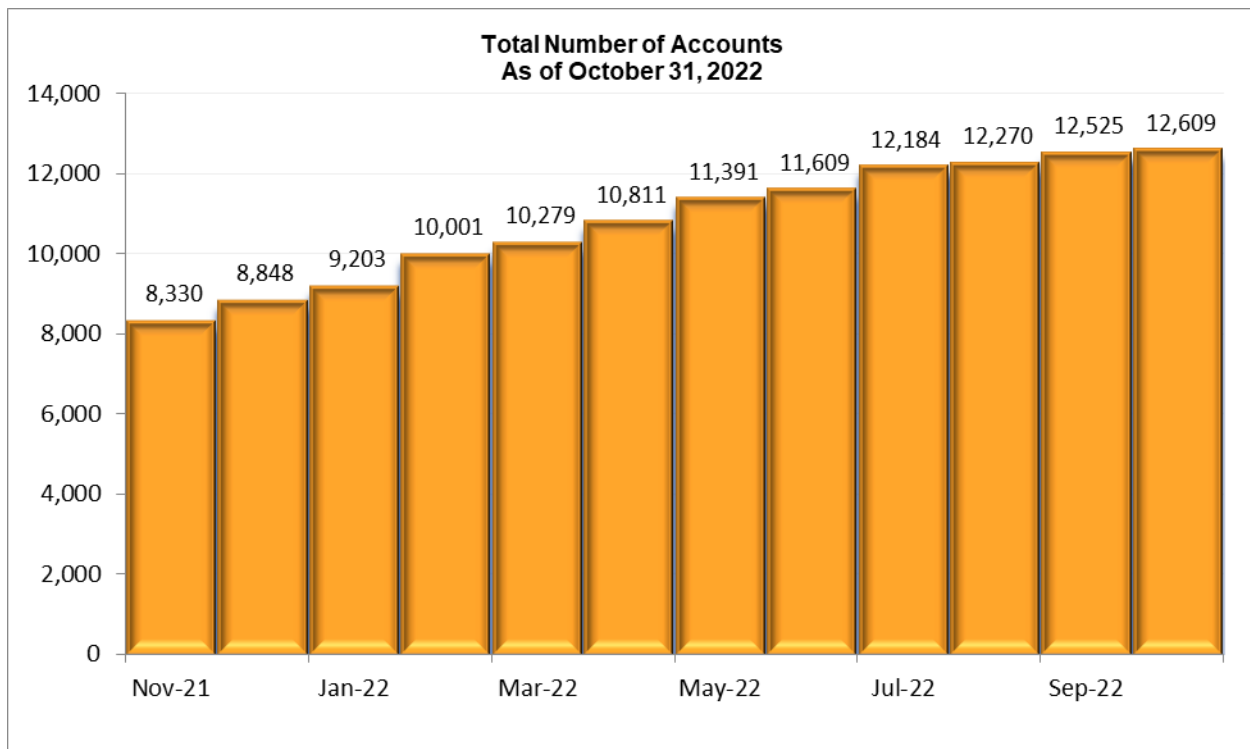
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	9.4%	11.9%
Highest Toll	\$1.00	\$14.00
Highest Traffic Hour	5am, 15N Cajalco/Magnolia 1,320 Transactions	3pm, 15S Magnolia/Cajalco 1,400 Transactions

CUSTOMER SERVICE

PERFORMANCE MEASURES

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

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



CUSTOMER CONTACT ACTIVITY

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

OPERATIONAL HIGHLIGHTS

ON-ROAD OPERATIONS

Freeway Service Patrol responded to 35 calls during the month of October. Of those calls, 30 were to assist disabled vehicles, 1 call to remove debris, and 4 were in response to accidents that affected the Express Lanes.

OPERATIONAL ACTIVITY

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

FINANCIAL HIGHLIGHTS

RCTC 15 Express Lanes Operating Statement

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

¹ Unaudited



RiversideExpress
15 ExpressLanes

Status Report
November 30, 2022

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TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for November 2022 was 2,000,246. This represents a daily average of 66,675 transactions. Potential toll revenue for November was \$2,358,077. Carpool percentage for November was 10.6%.

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

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

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

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

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

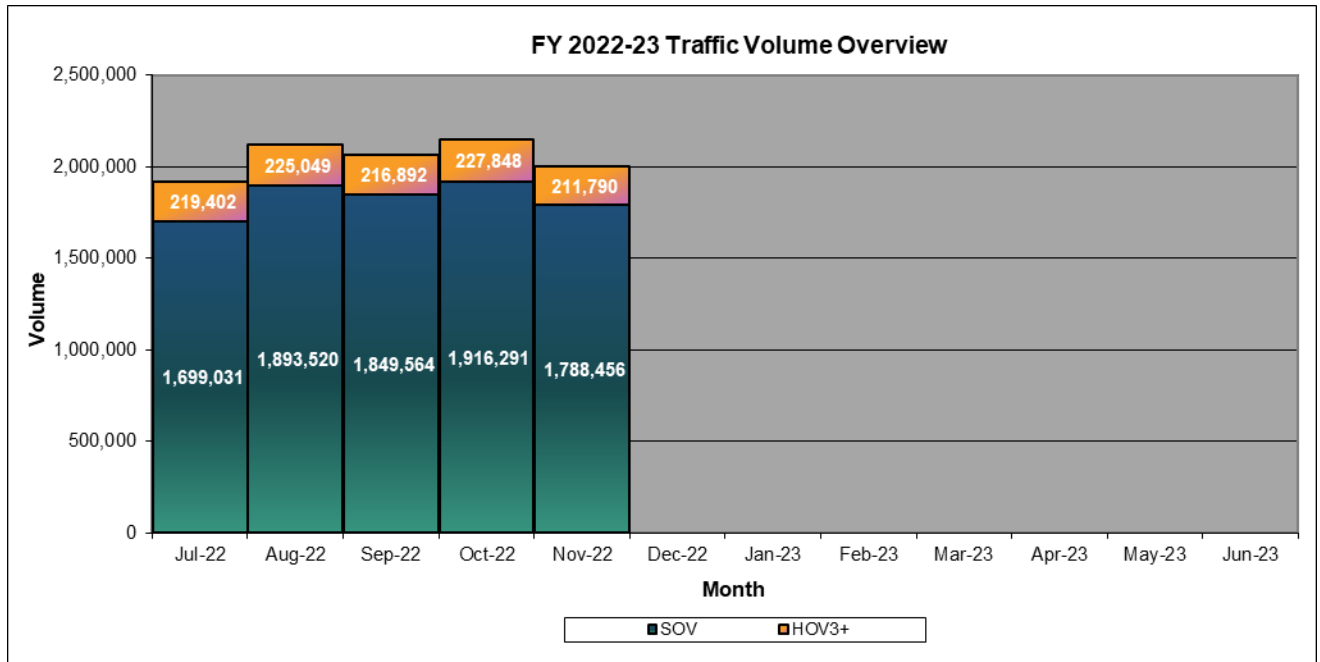
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2022 through November 2022. Year-to-date average revenue per-transaction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

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

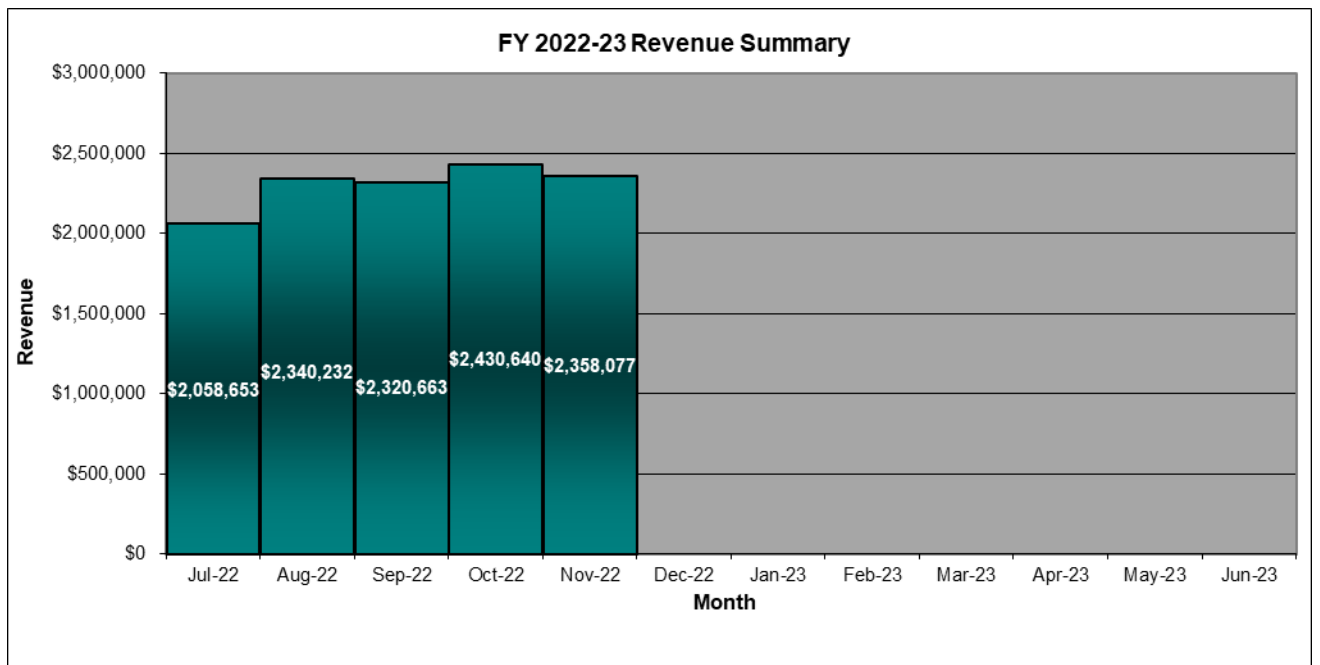
Transactions	FY 2022-23 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2021-22 YTD Actual	Yr-toYr % Variance
SOV	9,146,862				8,787,208	4.1%
HOV3+	1,100,981				979,739	12.4%
Total Gross Transactions	10,247,843	12,605,029	(2,357,186)	(18.7%)	9,766,947	4.9%
Revenue						
SOV	\$11,508,266			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

TRAFFIC AND REVENUE SUMMARY

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



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



PEAK-HOUR VOLUMES

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

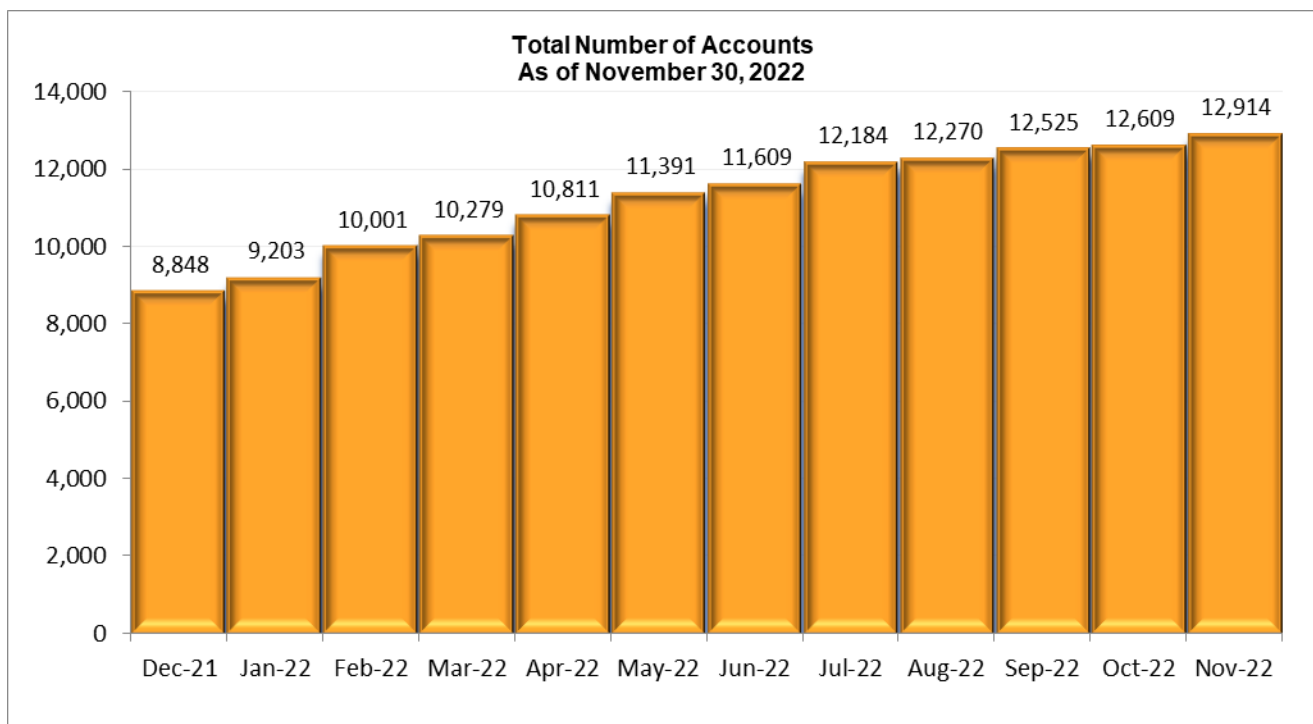
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	9.4%	11.6%
Highest Toll	\$1.00	\$14.00
Highest Traffic Hour	5AM, 15N Sixth/SR60 1,168 Transactions	2PM, 15S Magnolia/Cajalco 1,378 Transactions

CUSTOMER SERVICE

PERFORMANCE MEASURES

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

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



CUSTOMER CONTACT ACTIVITY

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

OPERATIONAL HIGHLIGHTS

ON-ROAD OPERATIONS

Freeway Service Patrol responded to 33 calls during the month of November. Of those calls, 22 were to assist disabled vehicles, 8 call to remove debris, and 3 were in response to accidents that affected the Express Lanes.

OPERATIONAL ACTIVITY

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

FINANCIAL HIGHLIGHTS

RCTC 15 Express Lanes Operating Statement

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

¹ Unaudited



RiversideExpress
15 ExpressLanes

Status Report
December 31, 2022

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TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for December 2022 was 2,036,285. This represents a daily average of 65,687 transactions. Potential toll revenue for December was \$2,321,538. Carpool percentage for December was 10.9%.

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

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

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

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

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

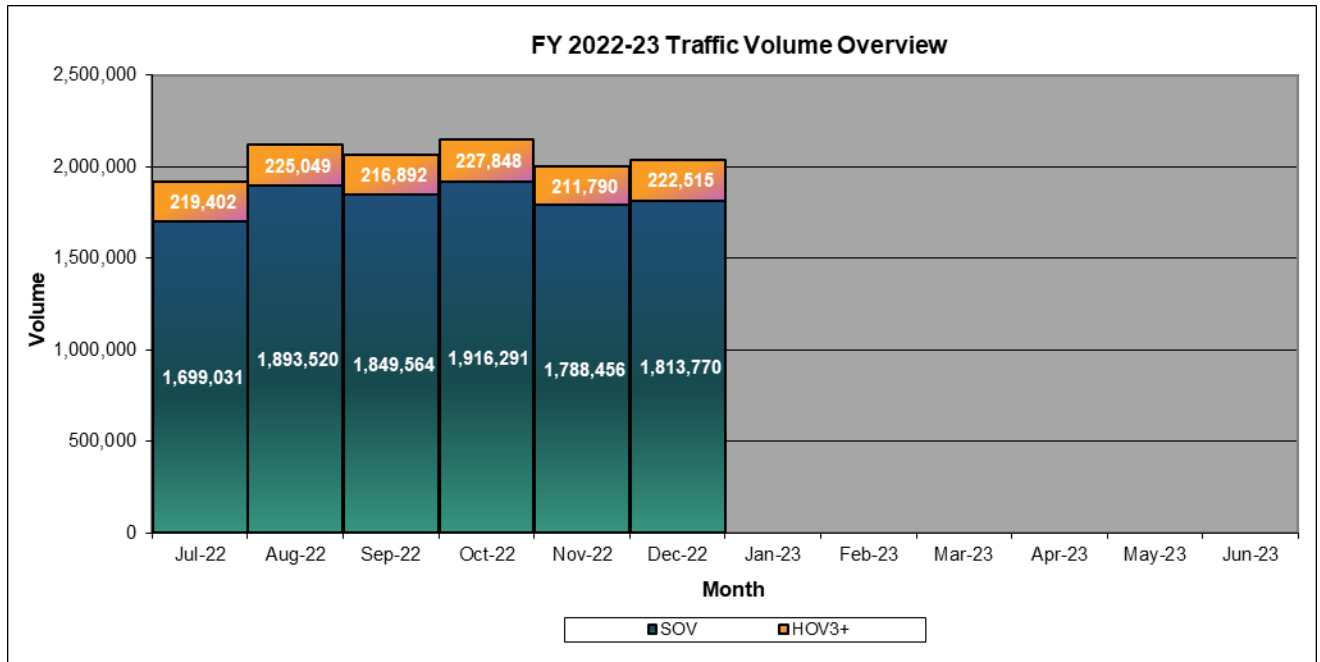
Fiscal year-to-date traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2022 through December 2022. Year-to-date average revenue per-transaction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

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

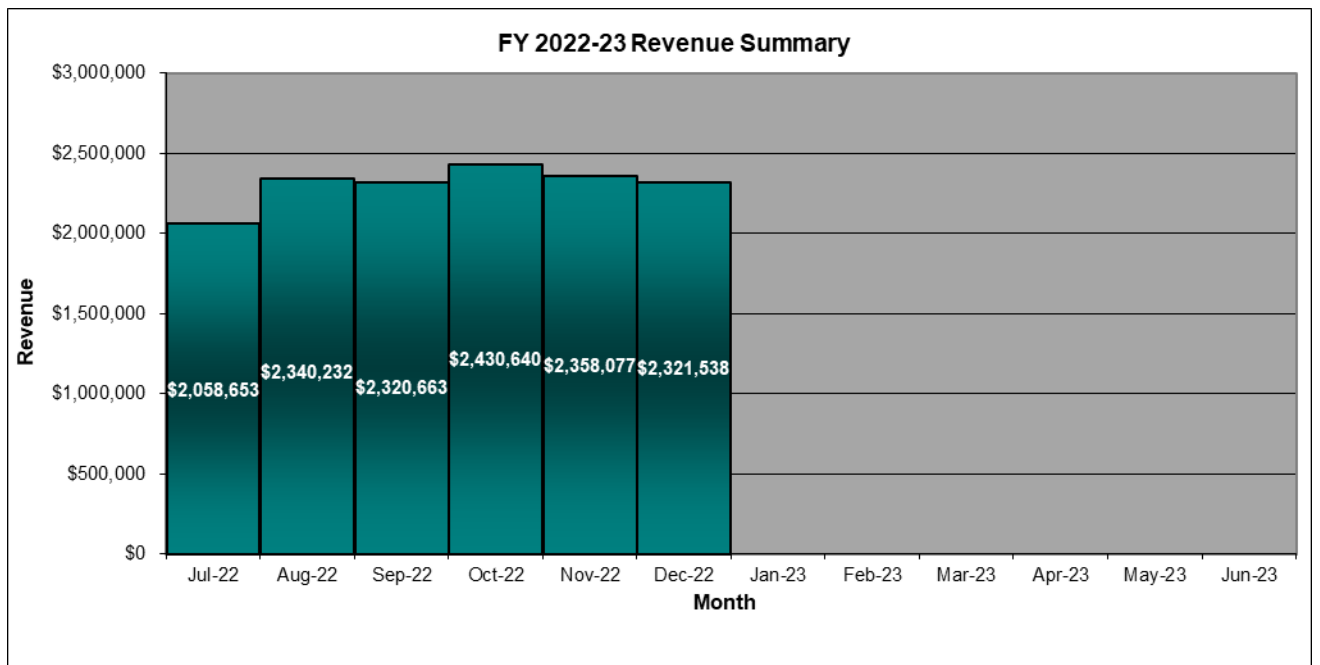
Transactions	FY 2022-23 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2021-22 YTD Actual	Yr-toYr % Variance
SOV	10,960,632				10,562,303	3.8%
HOV3+	1,323,496				1,185,398	11.6%
Total Gross Transactions	12,284,128	15,156,814	(2,872,686)	(19.0%)	11,747,701	4.6%
Revenue						
SOV	\$13,829,804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

TRAFFIC AND REVENUE SUMMARY

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



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



PEAK-HOUR VOLUMES

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

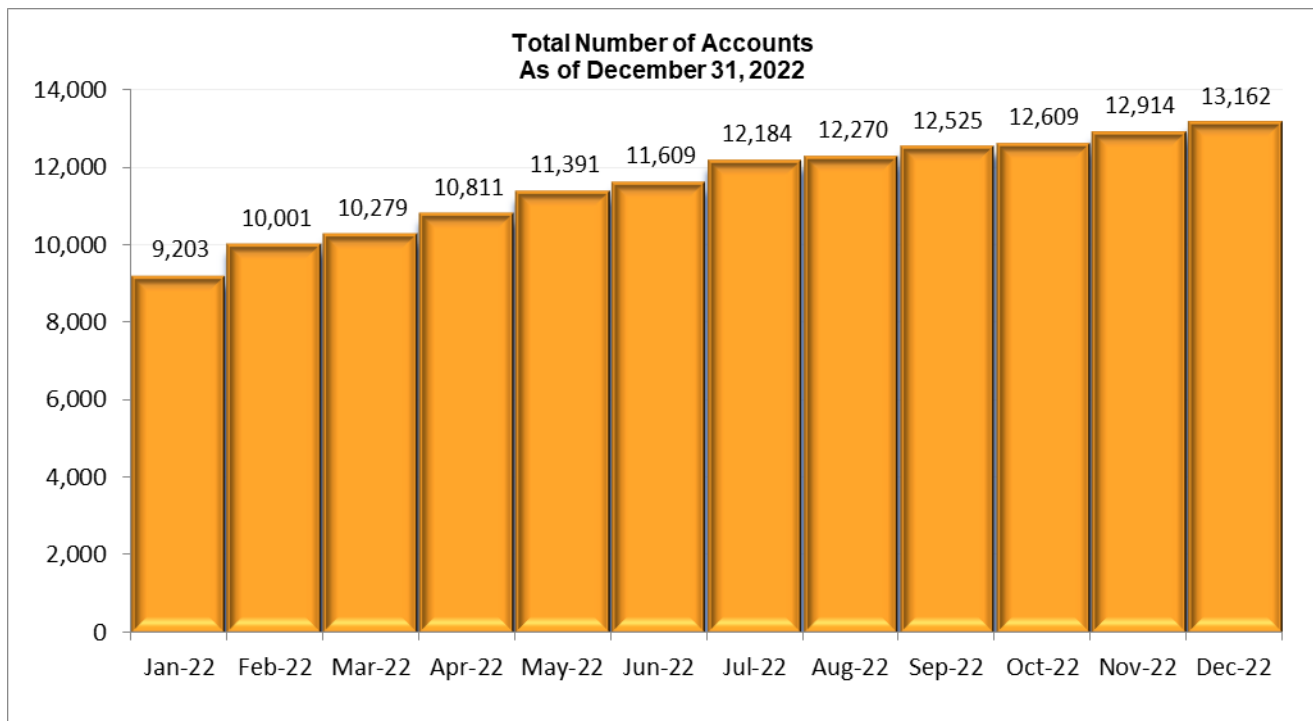
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	10.0%	11.8%
Highest Toll	\$1.00	\$14.00
Highest Traffic Hour	6AM, 15S Magnolia/Cajalco 1,171 Transactions	4PM, 15S Magnolia/Cajalco 1,368 Transactions

CUSTOMER SERVICE

PERFORMANCE MEASURES

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

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



CUSTOMER CONTACT ACTIVITY

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

OPERATIONAL HIGHLIGHTS

ON-ROAD OPERATIONS

Freeway Service Patrol responded to 42 calls during the month of December. Of those calls, 30 were to assist disabled vehicles, 2 call to remove debris, and 10 were in response to accidents that affected the Express Lanes.

OPERATIONAL ACTIVITY

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

FINANCIAL HIGHLIGHTS

RCTC 15 Express Lanes Operating Statement

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

¹ Unaudited

AGENDA ITEM 6C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 12, 2023
TO:	Toll Policy and Operations Committee
FROM:	Gary Clothier, Senior Management Analyst
THROUGH:	Jennifer Crosson, Toll Operations Director
SUBJECT:	91 Express Lanes Monthly Status Reports

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

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

BACKGROUND INFORMATION:

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

FISCAL IMPACT:

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

Attachments:

- 1) 91 Express Lanes Status Report for October 2022
- 2) 91 Express Lanes Status Report for November 2022
- 3) 91 Express Lanes Status Report for December 2022



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



Status Report
October 2022

As of October 31, 2022

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes (91 EL) for October 2022 was 1,596,944. This represents a daily average of 51,514 vehicles. This is a 7.4 percent decrease in total traffic volume from the same period last year, which totaled 1,724,399. Potential toll revenue for October was \$5,096,461, which represents a decrease of 4.3 percent from the prior year's total of \$5,324,470. The decreases in traffic volume and potential toll revenues can be attributed to the full-weekend and several overnight closures of the westbound OCTA Express Lanes. These closures were for the installation of the Electronic Toll and Traffic Management equipment on the newly constructed westbound entrance toll gantry. Carpool percentage for October was 22.8 percent as compared to the previous year's rate of 22.3 percent.

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

Current MTD as of October 31, 2022

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

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

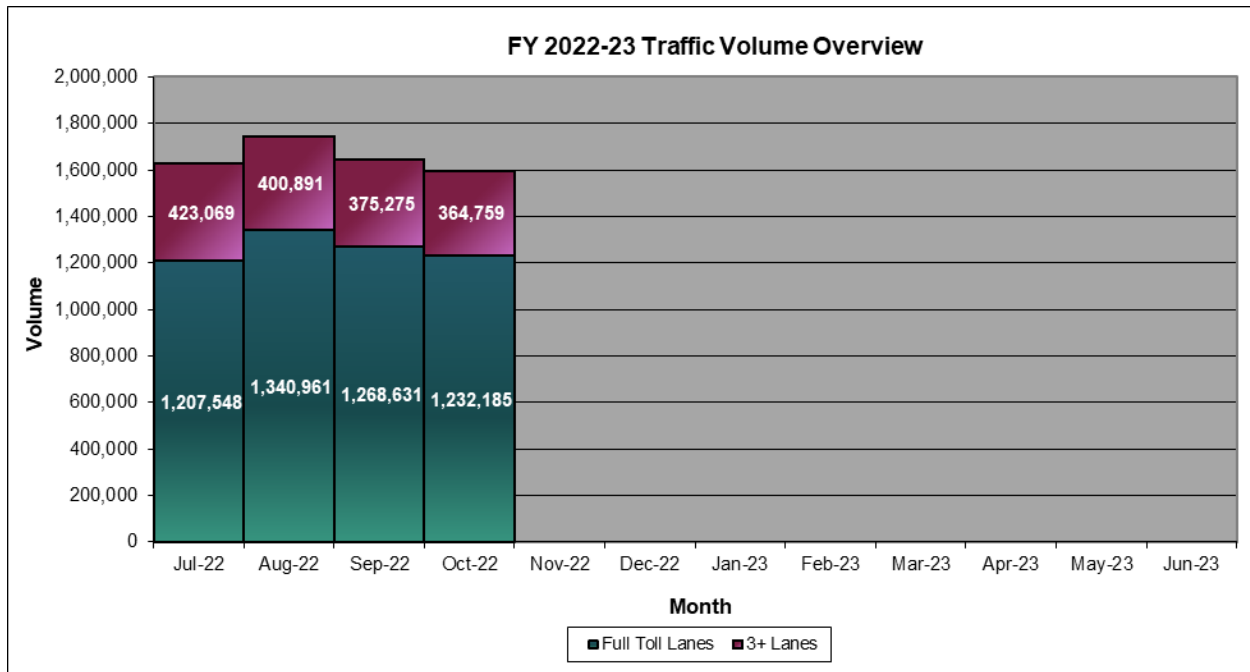
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2022 through October 2022.

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

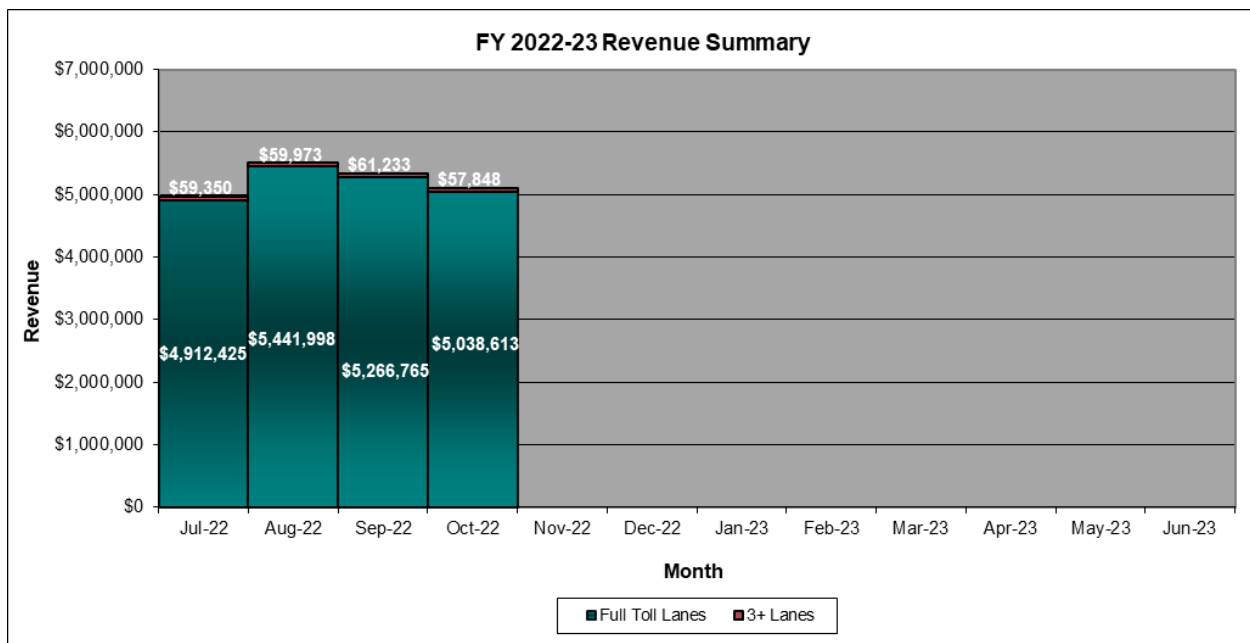
Trips	FY 2022-23 YTD Actual	FY 2021-22 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	5,049,325	5,299,988	(4.7%)
3+ Lanes	1,563,994	1,542,588	1.4%
Total Gross Trips	6,613,319	6,842,576	(3.4%)
Revenue			
Full Toll Lanes	\$20,659,801	\$20,931,676	(1.3%)
3+ Lanes	\$238,403	\$200,873	18.7%
Total Gross Revenue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

OCTA Traffic and Revenue Summary

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



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



OCTA PEAK-HOUR VOLUMES

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

OCTA EASTBOUND PEAK-HOUR VOLUMES

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

PM Time	Monday 10/10/22				Tuesday 10/11/22				Wednesday 10/12/22				Thursday 10/13/22				Friday 10/14/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	418	2,753	81%	\$5.30	370	2,832	83%	\$5.30	432	2,925	86%	\$7.70	422	2,874	85%	\$8.60	461	2,978	88%
1500 - 1600	\$5.65	498	2,954	87%	\$5.75	489	2,961	87%	\$7.45	483	2,902	85%	\$7.45	462	2,918	86%	\$8.15	517	2,749	81%
1600 - 1700	\$5.10	435	2,815	83%	\$5.25	452	2,934	86%	\$6.50	392	2,952	87%	\$7.00	467	2,923	86%	\$6.95	525	2,853	84%
1700 - 1800	\$4.95	393	2,846	84%	\$4.90	471	2,956	87%	\$5.40	469	2,862	84%	\$6.70	445	2,795	82%	\$6.95	452	2,732	80%
1800 - 1900	\$5.65	567	2,621	77%	\$4.05	526	2,655	78%	\$4.05	572	2,835	83%	\$4.50	569	2,829	83%	\$6.95	436	1,830	54%
1900 - 2000	\$3.95	450	1,561	46%	\$3.95	611	2,758	81%	\$3.95	582	2,401	71%	\$5.75	627	2,674	79%	\$6.45	711	2,511	74%

PM Time	Monday 10/17/22				Tuesday 10/18/22				Wednesday 10/19/22				Thursday 10/20/22				Friday 10/21/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	408	2,591	76%	\$5.30	369	2,674	79%	\$5.30	444	2,931	86%	\$7.70	444	3,073	90%	\$8.60	443	2,880	85%
1500 - 1600	\$5.65	485	2,876	85%	\$5.75	456	2,892	85%	\$7.45	474	2,873	85%	\$7.45	487	2,888	85%	\$8.15	485	2,893	85%
1600 - 1700	\$5.10	443	2,868	84%	\$5.25	451	2,940	86%	\$6.50	473	2,905	85%	\$7.00	451	2,824	83%	\$6.95	500	2,721	80%
1700 - 1800	\$4.95	428	2,810	83%	\$4.90	439	2,945	87%	\$5.40	497	2,915	86%	\$6.70	420	2,855	84%	\$6.95	461	2,732	80%
1800 - 1900	\$5.65	579	2,787	82%	\$4.05	543	2,905	85%	\$4.05	508	2,716	80%	\$4.50	578	2,849	84%	\$6.95	673	2,752	81%
1900 - 2000	\$3.95	432	1,798	53%	\$3.95	590	2,514	74%	\$3.95	581	2,676	79%	\$5.75	656	2,737	81%	\$6.45	604	2,103	62%

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

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

OCTA WESTBOUND PEAK-HOUR VOLUMES

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

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

AM Time	Monday 10/17/22				Tuesday 10/18/22				Wednesday 10/19/22				Thursday 10/20/22				Friday 10/21/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	421	1,216	36%	\$3.15	436	1,237	36%	\$3.15	419	1,200	35%	\$3.15	441	1,190	35%	\$3.25	370	1,012	30%
0500 - 0600	\$5.10	728	2,679	79%	\$5.10	800	2,777	82%	\$5.10	801	2,736	80%	\$5.10	793	2,690	79%	\$5.00	666	2,316	68%
0600 - 0700	\$5.30	680	2,896	85%	\$5.30	676	3,033	89%	\$5.30	636	2,629	77%	\$5.30	707	2,953	87%	\$5.25	626	2,609	77%
0700 - 0800	\$5.80	629	2,914	86%	\$5.80	648	2,894	85%	\$5.80	495	2,049	60%	\$5.80	604	2,781	82%	\$5.80	522	2,417	71%
0800 - 0900	\$5.30	340	2,566	75%	\$5.30	327	2,580	76%	\$5.30	353	2,742	81%	\$5.30	292	2,185	64%	\$5.25	272	1,842	54%
0900 - 1000	\$4.20	299	2,298	68%	\$4.20	292	2,269	67%	\$4.20	302	2,331	69%	\$4.20	280	2,206	65%	\$4.35	299	1,860	55%

AM Time	Monday 10/24/22				Tuesday 10/25/22				Wednesday 10/26/22				Thursday 10/27/22				Friday 10/28/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	385	1,136	33%	\$3.15	430	1,219	36%	\$3.15	438	1,248	37%	\$3.15	429	1,141	34%	\$3.25	381	1,027	30%
0500 - 0600	\$5.10	730	2,616	77%	\$5.10	762	2,636	78%	\$5.10	743	2,643	78%	\$5.10	755	2,743	81%	\$5.00	665	2,442	72%
0600 - 0700	\$5.30	702	2,967	87%	\$5.30	665	2,885	85%	\$5.30	722	2,890	85%	\$5.30	691	2,974	87%	\$5.25	680	2,628	77%
0700 - 0800	\$5.80	633	2,838	83%	\$5.80	589	2,722	80%	\$5.80	661	2,853	84%	\$5.80	615	2,809	83%	\$5.80	507	2,147	63%
0800 - 0900	\$5.30	282	2,312	68%	\$5.30	287	2,456	72%	\$5.30	287	2,357	69%	\$5.30	299	2,293	67%	\$5.25	269	1,860	55%
0900 - 1000	\$4.20	286	2,005	59%	\$4.20	314	2,274	67%	\$4.20	274	2,231	66%	\$4.20	296	2,087	61%	\$4.35	254	1,719	51%

AM Time	Monday 10/31/22				Tuesday 11/01/22				Wednesday 11/02/22				Thursday 11/03/22				Friday 11/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.15	405	1,184	35%																
0500 - 0600	\$5.10	779	2,758	81%																
0600 - 0700	\$5.30	675	2,891	85%																
0700 - 0800	\$5.80	571	2,592	76%																
0800 - 0900	\$5.30	248	1,908	56%																
0900 - 1000	\$4.20	196	1,541	45%																

91 Express Lanes Toll Entrance Gantries Infrastructure Project Update

OCTA entered into an agreement with the California Department of Transportation (Caltrans) to provide construction and construction management services for the 91 Express Lanes Toll Entrance Gantries Infrastructure Project. This project entails constructing new toll gantries infrastructure at the three entrances of the OCTA 91 Express Lanes. In early October, Caltrans turned over the westbound entrance gantry to Kapsch TrafficCom USA, Inc. (Kapsch), the toll lanes system integrator for the 91 Express Lanes, to install new Electronic Toll and Traffic Management (ETTM) system equipment. During a full-weekend closure in October, Kapsch completed the installation of the new ETTM equipment onto the westbound entrance gantry.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

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

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.

⁴Transfers Out: For M2 Project I and Project J expense reimbursements.

Capital Asset Activity

During the four months ending October 31, 2022, capital asset activities included payment of \$195,292 attributing to the Electronic Toll and Traffic Management system project.

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

Total traffic volume on the 91 EL for October 2022 was 1,353,498. This represents a daily average of 43,661 vehicles. This is an 8.7 percent decrease in total traffic volume from the same period last year, which totaled 1,483,105. Potential toll revenue for October was \$5,579,947, which represents a decrease of 4.1 percent from the prior year's total of \$5,818,860. Carpool percentage for October was 21.8 percent as compared to the previous year's rate of 20.7 percent.

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

Current MTD as of October 31, 2022

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

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

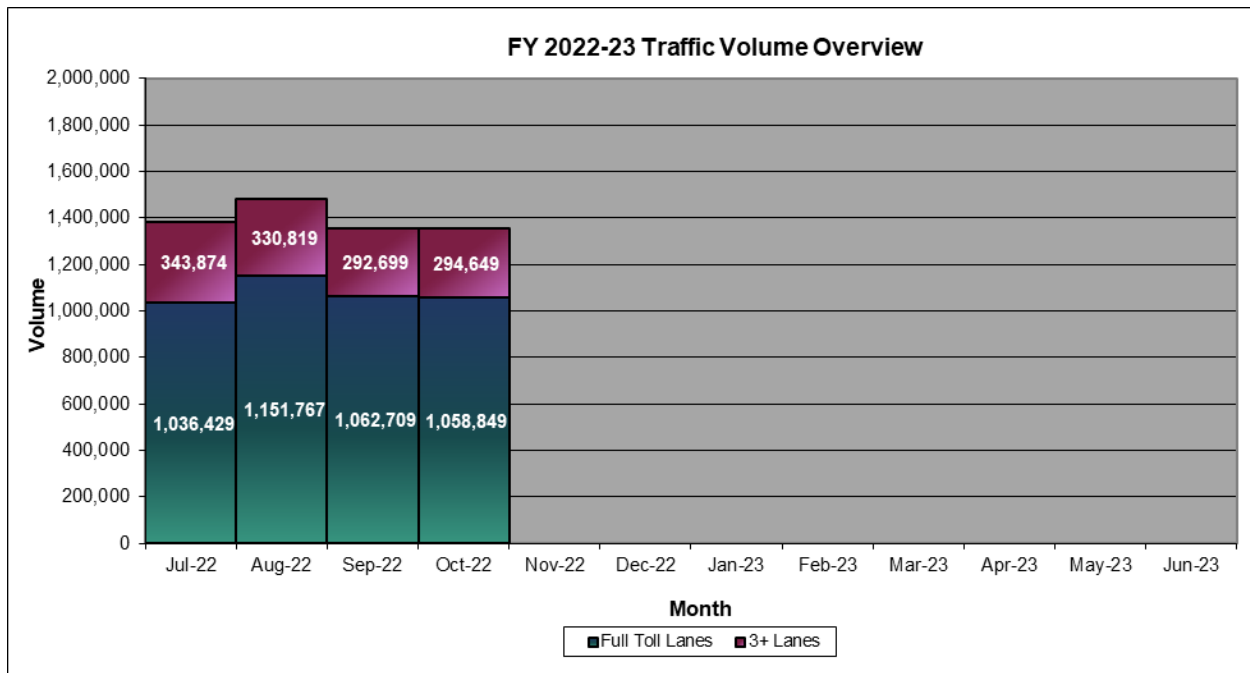
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2022 through October 2022.

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

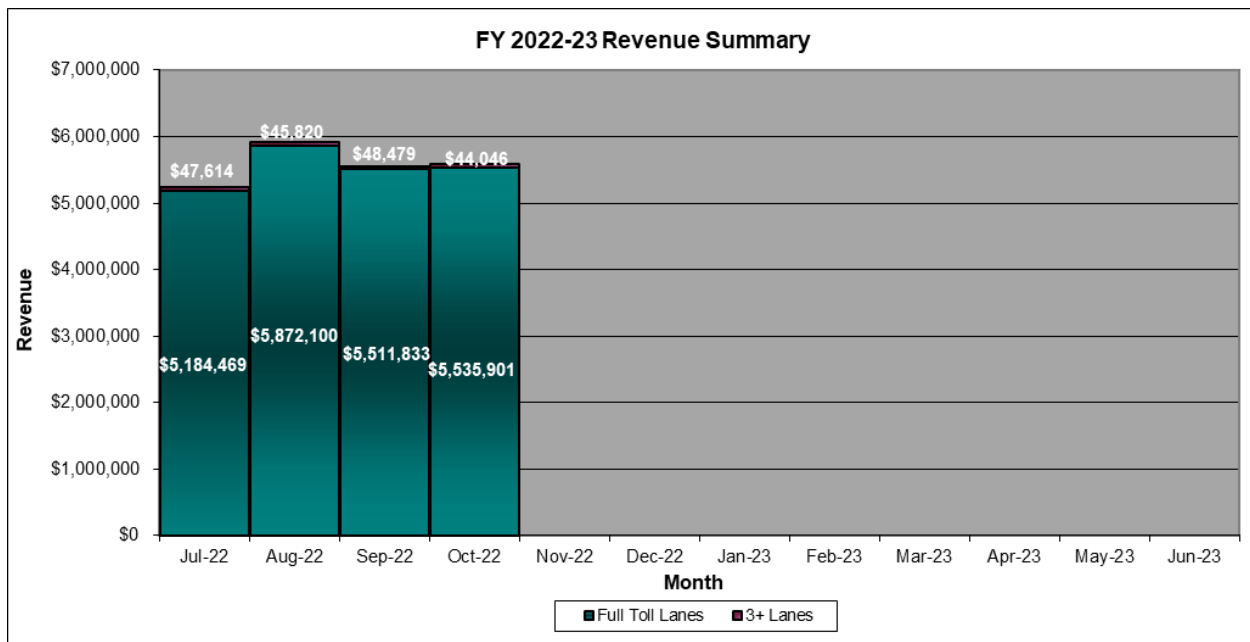
Trips	FY 2022-23 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2021-22 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	4,309,754	3,776,600	533,154	14.1%	4,620,424	(6.7%)
3+ Lanes	1,262,041	1,363,571	(101,530)	(7.4%)	1,223,708	3.1%
Total Gross Trips	5,571,795	5,140,171	431,624	8.4%	5,844,132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

RCTC Traffic and Revenue Summary

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



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



RCTC PEAK-HOUR VOLUMES

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

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

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

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

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

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

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

Eastbound PM Peak - County Line to 15 SB Ontario

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

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

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

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

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

RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line

AM Time	Monday 10/03/22					Tuesday 10/04/22					Wednesday 10/05/22					Thursday 10/06/22					Friday 10/07/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	203	389	592	B	\$2.40	215	390	605	B	\$2.40	207	415	622	B	\$2.40	221	396	617	B	\$2.40	189	375	564	B
0500 - 0600	\$11.65	405	1034	1,439	F	\$11.65	419	1040	1,459	F	\$11.65	438	1043	1,481	F	\$9.85	444	1,181	1,625	F	\$5.65	384	891	1,275	E
0600 - 0700	\$18.00	410	1225	1,635	F	\$19.05	414	1265	1,679	F	\$19.05	381	1238	1,619	F	\$18.00	426	1,245	1,671	F	\$10.90	396	1,167	1,563	F
0700 - 0800	\$15.60	361	1209	1,570	F	\$16.35	381	1255	1,636	F	\$16.35	399	1301	1,700	F	\$15.30	364	1,262	1,626	F	\$8.35	349	1,145	1,494	F
0800 - 0900	\$9.05	168	1150	1,318	E	\$10.10	210	1287	1,497	F	\$10.10	199	1298	1,497	F	\$9.05	209	1,144	1,353	F	\$5.65	187	900	1,087	D
0900 - 1000	\$5.65	122	842	964	C	\$5.65	141	1093	1,234	E	\$5.65	136	1137	1,273	E	\$5.65	149	965	1,114	D	\$4.45	149	771	920	C

AM Time	Monday 10/10/22					Tuesday 10/11/22					Wednesday 10/12/22					Thursday 10/13/22					Friday 10/14/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	192	398	590	B	\$2.40	232	415	647	B	\$2.40	215	386	601	B	\$2.40	225	397	622	B	\$2.40	186	363	549	B
0500 - 0600	\$11.65	384	998	1,382	F	\$11.65	407	1,016	1,423	F	\$11.65	420	1,103	1,523	F	\$9.85	448	1,080	1,528	F	\$5.65	355	956	1,311	E
0600 - 0700	\$18.00	369	1,236	1,605	F	\$19.05	396	1,215	1,611	F	\$19.05	415	1,279	1,694	F	\$18.00	420	1,254	1,674	F	\$10.90	377	1,135	1,512	F
0700 - 0800	\$15.60	307	1,113	1,420	F	\$16.35	424	1,385	1,809	F	\$16.35	406	1,317	1,723	F	\$15.30	387	1,311	1,698	F	\$8.35	327	954	1,281	E
0800 - 0900	\$9.05	197	977	1,174	D	\$10.10	223	1,390	1,613	F	\$10.10	209	1,324	1,533	F	\$9.05	215	1,204	1,419	F	\$5.65	151	885	1,036	D
0900 - 1000	\$5.65	170	781	951	C	\$5.65	137	1,013	1,150	D	\$5.65	145	913	1,058	D	\$5.65	164	1,025	1,189	D	\$4.45	124	791	915	C

AM Time	Monday 10/17/22					Tuesday 10/18/22					Wednesday 10/19/22					Thursday 10/20/22					Friday 10/21/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	203	423	626	B	\$2.40	227	420	647	B	\$2.40	213	397	610	B	\$2.40	215	382	597	B	\$2.40	184	378	562	B
0500 - 0600	\$11.65	390	1,024	1,414	F	\$11.65	427	1,064	1,491	F	\$11.65	416	1,039	1,455	F	\$9.85	403	1,030	1,433	F	\$5.65	346	915	1,261	E
0600 - 0700	\$18.00	406	1,258	1,664	F	\$19.05	412	1,284	1,696	F	\$19.05	436	1,228	1,664	F	\$18.00	421	1,290	1,711	F	\$10.90	358	1,131	1,489	F
0700 - 0800	\$15.60	378	1,251	1,629	F	\$16.35	427	1,316	1,743	F	\$16.35	404	1,248	1,652	F	\$15.30	368	1,211	1,579	F	\$8.35	324	958	1,282	E
0800 - 0900	\$9.05	181	1,178	1,359	F	\$10.10	198	1,212	1,410	F	\$10.10	174	1,368	1,542	F	\$9.05	208	1,013	1,221	E	\$5.65	161	770	931	C
0900 - 1000	\$5.65	154	1,021	1,175	D	\$5.65	123	1,025	1,148	D	\$5.65	143	1,023	1,166	D	\$5.65	148	896	1,044	D	\$4.45	168	858	1,026	D

AM Time	Monday 10/24/22					Tuesday 10/25/22					Wednesday 10/26/22					Thursday 10/27/22					Friday 10/28/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	196	399	595	B	\$2.40	213	426	639	B	\$2.40	209	414	623	B	\$2.40	198	410	608	B	\$2.40	196	355	551	B
0500 - 0600	\$11.65	380	1,009	1,389	F	\$11.65	435	1,049	1,484	F	\$11.65	399	927	1,326	E	\$9.85	442	1,046	1,488	F	\$5.65	367	948	1,315	E
0600 - 0700	\$18.00	413	1,246	1,659	F	\$19.05	418	1,251	1,669	F	\$19.05	435	1,233	1,668	F	\$18.00	391	1,274	1,665	F	\$10.90	367	1,025	1,392	F
0700 - 0800	\$15.60	397	1,232	1,629	F	\$16.35	344	1,264	1,608	F	\$16.35	442	1,281	1,723	F	\$15.30	408	1,242	1,650	F	\$8.35	314	834	1,148	D
0800 - 0900	\$9.05	157	1,025	1,182	D	\$10.10	206	1,143	1,349	E	\$10.10	236	1,339	1,575	F	\$9.05	207	1,040	1,247	E	\$5.65	153	829	982	C
0900 - 1000	\$5.65	132	843	975	C	\$5.65	157	1,056	1,213	E	\$5.65	155	1,035	1,190	D	\$5.65	180	1,006	1,186	D	\$4.45	143	733	876	C

AM Time	Monday 10/31/22					Tuesday 11/01/22					Wednesday 11/02/22					Thursday 11/03/22					Friday 11/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	207	426	633	B																				
0500 - 0600	\$11.65	404	1,015	1,419	F																				
0600 - 0700	\$18.00	395	1,249	1,644	F																				
0700 - 0800	\$15.60	346	1,099	1,445	F																				
0800 - 0900	\$9.05	155	885	1,040	D																				
0900 - 1000	\$5.65	126	679	805	C																				

Westbound AM Peak - I-15 North to County Line

AM Time	Monday 10/03/22					Tuesday 10/04/22					Wednesday 10/05/22					Thursday 10/06/22					Friday 10/07/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	173	467	640	B	\$3.15	174	491	665	B	\$3.15	171	433	604	B	\$3.15	178	473	651	B	\$3.15	122	391	513	B
0500 - 0600	\$7.30	253	1018	1,271	E	\$7.30	266	1011	1,277	E	\$7.30	252	1025	1,277	E	\$7.30	272	1,039	1,311	E	\$5.65	230	855	1,085	D
0600 - 0700	\$9.40	254	1116	1,370	E	\$9.40	282	1238	1,520	F	\$9.40	283	1186	1,469	F	\$9.40	258	1,223	1,481	F	\$7.30	248	958	1,206	E
0700 - 0800	\$9.40	191	1069	1,260	E	\$9.40	230	1167	1,397	E	\$9.40	227	1117	1,344	E	\$9.40	209	1,100	1,309	E	\$7.30	167	863	1,030	D
0800 - 0900	\$7.30	114	1000	1,114	D	\$7.30	124	1156	1,280	E	\$7.30	110	1131	1,241	E	\$7.30	144	1,008	1,152	D	\$5.65	125	842	967	C
0900 - 1000	\$5.65	104	881	985	C	\$5.65	113	937	1,050	D	\$5.65	82	870	952	C	\$5.65	109	859	968	C	\$5.65	103	706	809	C

AM Time	Monday 10/10/22					Tuesday 10/11/22					Wednesday 10/12/22					Thursday 10/13/22					Friday 10/14/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	146	429	575	B	\$3.15	176	441	617	B	\$3.15	173	450	623	B	\$3.15	164	443	607	B	\$3.15	135	401	536	B
0500 - 0600	\$7.30	233	982	1,215	E	\$7.30	274	1,061	1,335	E	\$7.30	283	1,053	1,336	E	\$7.30	282	1,035	1,317	E	\$5.65	234	851	1,085	D
0600 - 0700	\$9.40	235	1,122	1,357	E	\$9.40	290	1,187	1,477	F	\$9.40	267	1,218	1,485	F	\$9.40	290	1,154	1,444	F	\$7.30	259	952	1,211	E
0700 - 0800	\$9.40	179	1,001	1,180	D	\$9.40	233	1,221	1,454	F	\$9.40	207	1,194	1,401	F	\$9.40	224	1,077	1,301	E	\$7.30	190	880	1,070	D
0800 - 0900	\$7.30	101	933	1,034	D	\$7.30	125	1,112	1,237	E	\$7.30	140	1,064	1,204	E	\$7.30	139	1,022	1,161	D	\$5.65	114	805	919	C
0900 - 1000	\$5.65	101	681	782	B	\$5.65	118	907	1,025	D	\$5.65	105	867	972	C	\$5.65	122	860	982	C	\$5.65	143	687	830	C

AM Time	Monday 10/17/22					Tuesday 10/18/22					Wednesday 10/19/22					Thursday 10/20/22					Friday 10/21/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	183	484	667	B	\$3.15	194	504	698	B	\$3.15	183	461	644	B	\$3.15	190	469	659	B	\$3.15	143	366	509	B
0500 - 0600	\$7.30	286	1,010	1,296	E	\$7.30	303	1,070	1,373	E	\$7.30	250	1,029	1,279	E	\$7.30	278	1,043	1,321	E	\$5.65	245	866	1,111	D
0600 - 0700	\$9.40	281	1,142	1,423	F	\$9.40	263	1,237	1,500	F	\$9.40	296	1,194	1,490	F	\$9.40	296	1,115	1,411	F	\$7.30	261	903	1,164	D
0700 - 0800	\$9.40	212	1,179	1,391	E	\$9.40	234	1,195	1,429	F	\$9.40	206	1,099	1,305	E	\$9.40	198	1,080	1,278	E	\$7.30	179	862	1,041	D
0800 - 0900	\$7.30	153	1,067	1,220	E	\$7.30	138	1,119	1,257	E	\$7.30	126	1,115	1,241	E	\$7.30	142	1,034	1,176	D	\$5.65	122	817	939	C
0900 - 1000	\$5.65	99	815	914	C	\$5.65	130	955	1,085	D	\$5.65	114	908	1,022	D	\$5.65	135	919	1,054	D	\$5.65	127	731	858	C

AM Time	Monday 10/24/22					Tuesday 10/25/22					Wednesday 10/26/22					Thursday 10/27/22					Friday 10/28/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	174	451	625	B	\$3.15	195	454	649	B	\$3.15	198	466	664	B	\$3.15	179	453	632	B	\$3.15	132	394	526	B
0500 - 0600	\$7.30	264	978	1,242	E	\$7.30	275	1,016	1,291	E	\$7.30	264	1,004	1,268	E	\$7.30	252	1,007	1,259	E	\$5.65	233	856	1,089	D
0600 - 0700	\$9.40	314	1,139	1,453	F	\$9.40	295	1,169	1,464	F	\$9.40	323	1,153	1,476	F	\$9.40	300	1,136	1,436	F	\$7.30	267	939	1,206	E
0700 - 0800	\$9.40	215	1,082	1,297	E	\$9.40	193	1,123	1,316	E	\$9.40	202	1,174	1,376	E	\$9.40	222	1,153	1,375	E	\$7.30	159	875	1,034	D
0800 - 0900	\$7.30	117	919	1,036	D	\$7.30	140	1,097	1,237	E	\$7.30	141	1,092	1,233	E	\$7.30	133	1,060	1,193	D	\$5.65	91	772	863	C
0900 - 1000	\$5.65	116	779	895	C	\$5.65	119	926	1,045	D	\$5.65	112	920	1,032	D	\$5.65	113	832	945	C	\$5.65	88	629	717	B

AM Time	Monday 10/31/22					Tuesday 11/01/22					Wednesday 11/02/22					Thursday 11/03/22					Friday 11/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	173	448	621	B																				
0500 - 0600	\$7.30	263	1,007	1,270	E																				
0600 - 0700	\$9.40	279	1,059	1,338	E																				
0700 - 0800	\$9.40	173	1,004	1,177	D																				
0800 - 0900	\$7.30	91	847	938	C																				
0900 - 1000	\$5.65	89	650	739	B																				

RCTC OPERATIONAL HIGHLIGHTS

On-Road Operations

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

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

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

¹ Unaudited

² Negatives are the result of FY22 accruals

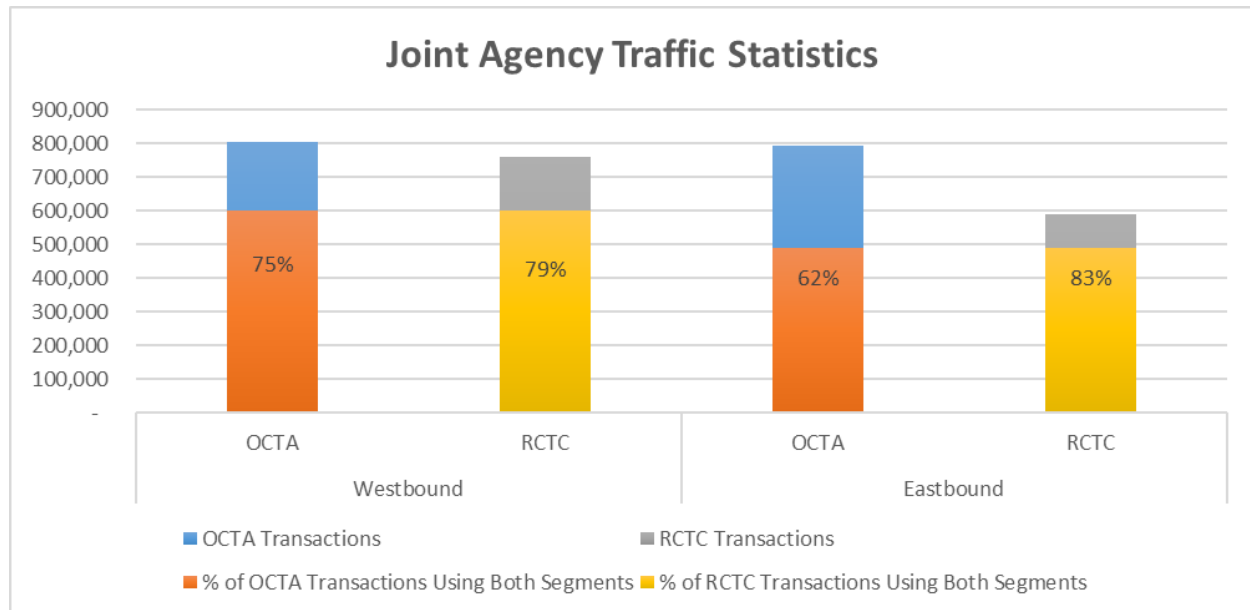
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING **October 31, 2022**

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

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	OCTOBER 2022 PERFORMANCE
Customer Service			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	60% answered within 60 seconds
Abandon Percentage	Monthly	4 % <=	6%
Customer Satisfaction Score	Monthly	4.5 =>	4.92
First Contact Resolution	Monthly	85% of calls resolved on the first contact	91%
Timeliness of Case Resolution	Monthly	90% of cases resolved in one (1) business day	71%
	Monthly	98% of cases resolved within five (5) business days	100%
Mail Performance			
Processing Returned Mail	Monthly	Per business day in which 90% of returned mail is processed within three (3) business days	100%
	Monthly	Per business day in which 100% of returned mail is not processed within ten (10) business days	100%
Research and resolve unidentified Payments	Monthly	100% of all unidentified payments are completely and accurately resolved within five (5) business days	100%
Payment Processing	Monthly	Per business day in which 100% of payments are processed within two (2) business days	100%
Accounting			
Customer Refunds Processed	Monthly	Per business day in which 100% of all refunds are not completely and accurately issued within five (5) business days	100%

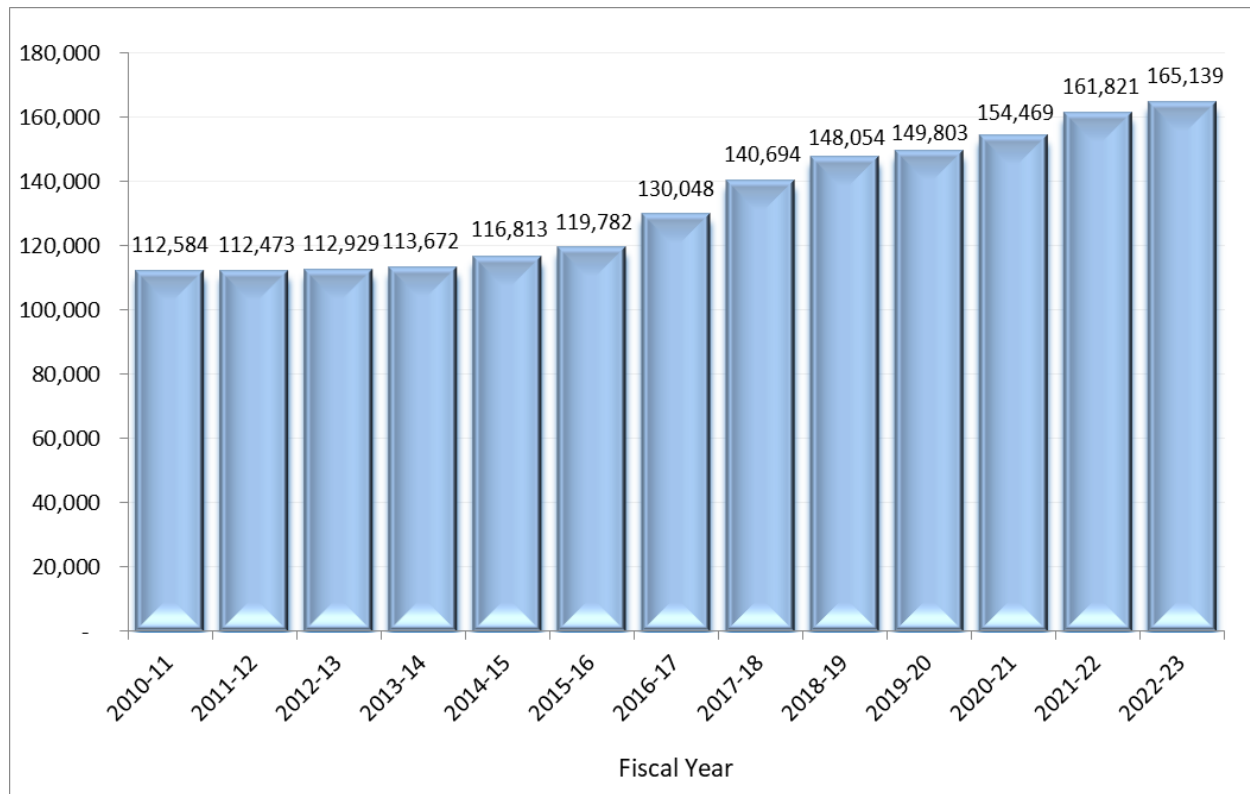
Key Performance Indicators for service level, abandoned calls, and case resolution were not achieved due to increased call volumes and staffing shortages for customer service representatives. Cofiroute is continuously recruiting customer service representatives to meet the increasing service demands.

JOINT AGENCY TRANSPONDER DISTRIBUTION

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

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

Number of Accounts by FY
As of October 31, 2022





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



Status Report
November 2022

As of November 30, 2022

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

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

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

Current MTD as of November 30, 2022

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

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

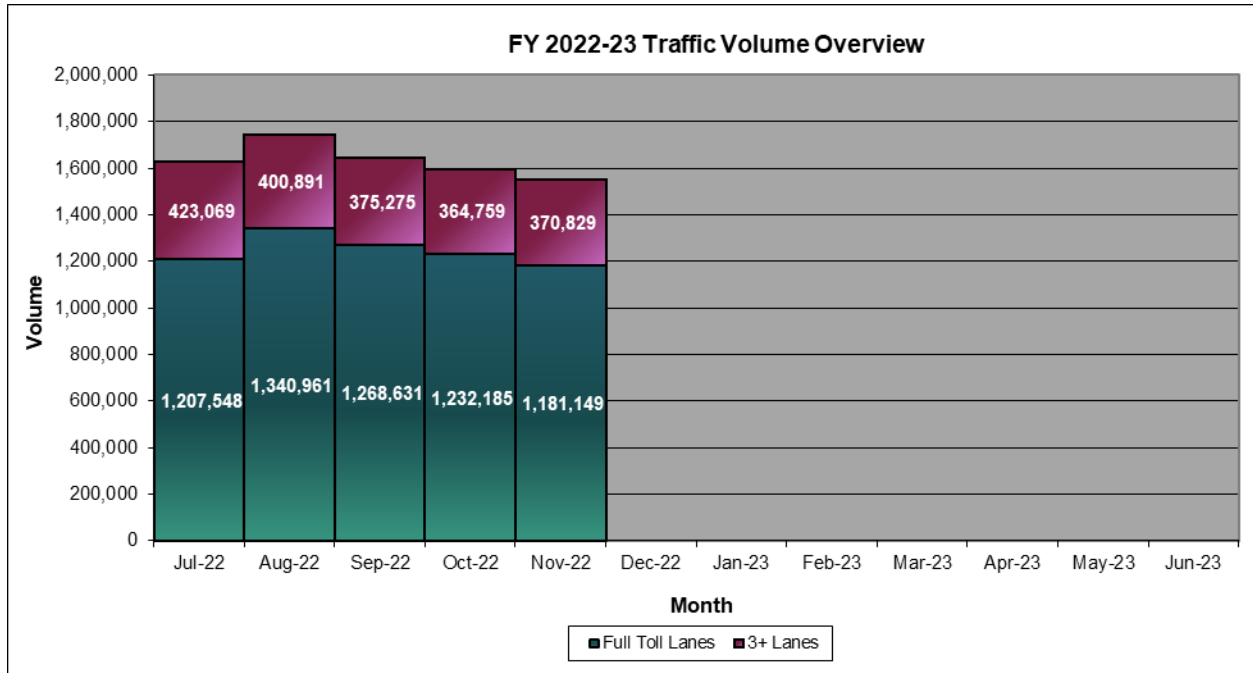
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2022 through November 2022.

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

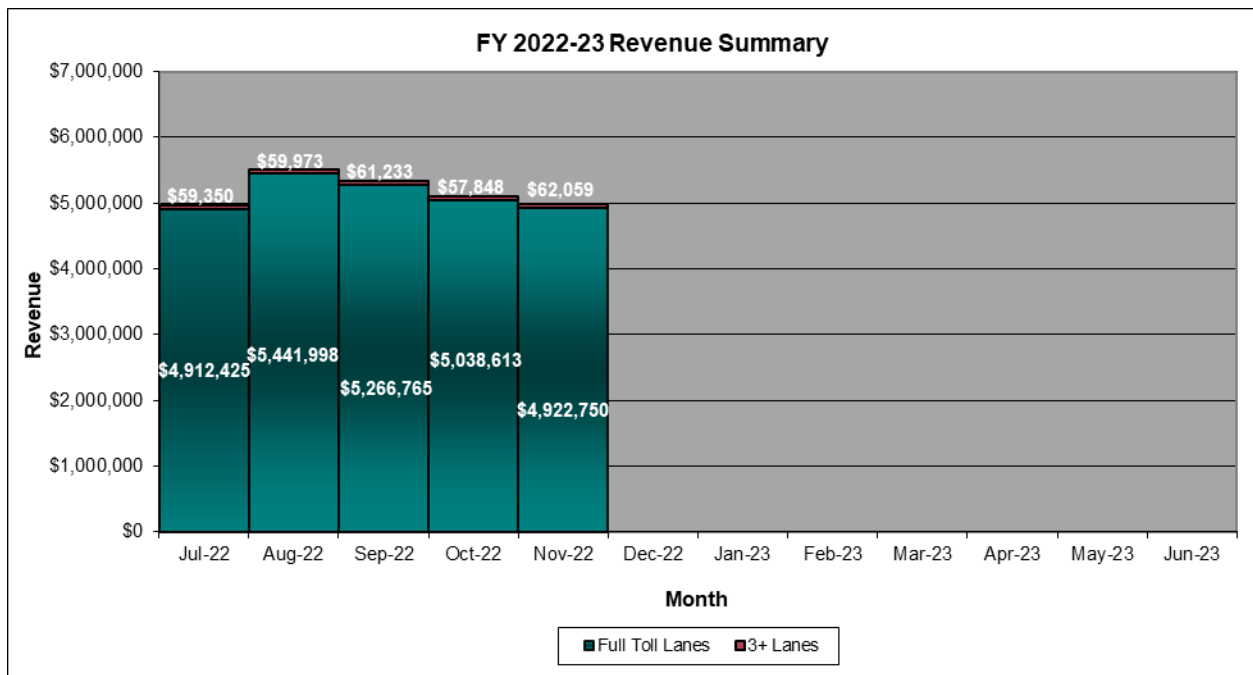
Trips	FY 2022-23 YTD Actual	FY 2021-22 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	6,230,474	6,577,643	(5.3%)
3+ Lanes	1,934,823	1,933,668	0.1%
Total Gross Trips	8,165,297	8,511,311	(4.1%)
Revenue			
Full Toll Lanes	\$25,582,551	\$26,010,967	(1.6%)
3+ Lanes	\$300,462	\$246,838	21.7%
Total Gross Revenue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

OCTA Traffic and Revenue Summary

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



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



OCTA PEAK-HOUR VOLUMES

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

OCTA EASTBOUND PEAK-HOUR VOLUMES

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

PM Time	Monday 11/07/22				Tuesday 11/08/22				Wednesday 11/09/22				Thursday 11/10/22				Friday 11/11/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	374	2,858	84%	\$5.30	323	2,411	71%	\$5.30	433	2,845	84%	\$7.70	446	2,774	82%	\$8.60	553	2,677	79%
1500 - 1600	\$5.65	485	2,812	83%	\$5.75	377	2,423	71%	\$7.45	456	2,908	86%	\$7.45	482	2,706	80%	\$8.15	589	2,745	81%
1600 - 1700	\$5.10	414	2,507	74%	\$5.25	413	2,622	77%	\$6.50	410	2,967	87%	\$7.00	448	2,637	78%	\$6.95	573	2,785	82%
1700 - 1800	\$4.95	494	2,869	84%	\$4.90	464	2,602	77%	\$5.40	504	3,012	89%	\$6.70	497	2,934	86%	\$6.95	557	2,428	71%
1800 - 1900	\$5.65	559	2,682	79%	\$4.05	572	2,563	75%	\$4.05	591	2,836	83%	\$4.50	623	2,955	87%	\$6.95	616	2,092	62%
1900 - 2000	\$3.95	376	1,458	43%	\$3.95	341	1,333	39%	\$3.95	511	2,000	59%	\$5.75	693	2,790	82%	\$6.45	569	1,623	48%

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

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

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

OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 10/31/22				Tuesday 11/01/22				Wednesday 11/02/22				Thursday 11/03/22				Friday 11/04/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500					\$3.15	443	1,218	36%	\$3.15	445	1,256	37%	\$3.15	439	1,231	36%	\$3.25	362	1,022	30%
0500 - 0600					\$5.10	796	2,791	82%	\$5.10	781	2,690	79%	\$5.10	762	2,658	78%	\$5.00	637	2,318	68%
0600 - 0700					\$5.30	699	3,084	91%	\$5.30	652	2,921	86%	\$5.30	383	1,595	47%	\$5.25	632	2,640	78%
0700 - 0800					\$5.80	590	2,725	80%	\$5.80	682	2,854	84%	\$5.80	642	2,689	79%	\$5.80	447	2,275	67%
0800 - 0900					\$5.30	319	2,489	73%	\$5.30	334	2,781	82%	\$5.30	387	2,801	82%	\$5.25	289	1,919	56%
0900 - 1000					\$4.20	357	2,470	73%	\$4.20	317	2,545	75%	\$4.20	319	2,628	77%	\$4.35	295	1,850	54%

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

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

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

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

OCTA OPERATIONAL HIGHLIGHTS

91 Express Lanes Toll Entrance Gantries Infrastructure Project Update

OCTA entered into an agreement with the California Department of Transportation (Caltrans) to provide construction and construction management services for the 91 Express Lanes Toll Entrance Gantries Infrastructure Project. This project includes constructing new toll gantries infrastructure at the three entrances of the OCTA 91 Express Lanes.

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

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

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

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.

⁴Transfers Out: For M2 Project I and Project J expense reimbursements.

Capital Asset Activity

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

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

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

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

Current MTD as of November 30, 2022

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

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

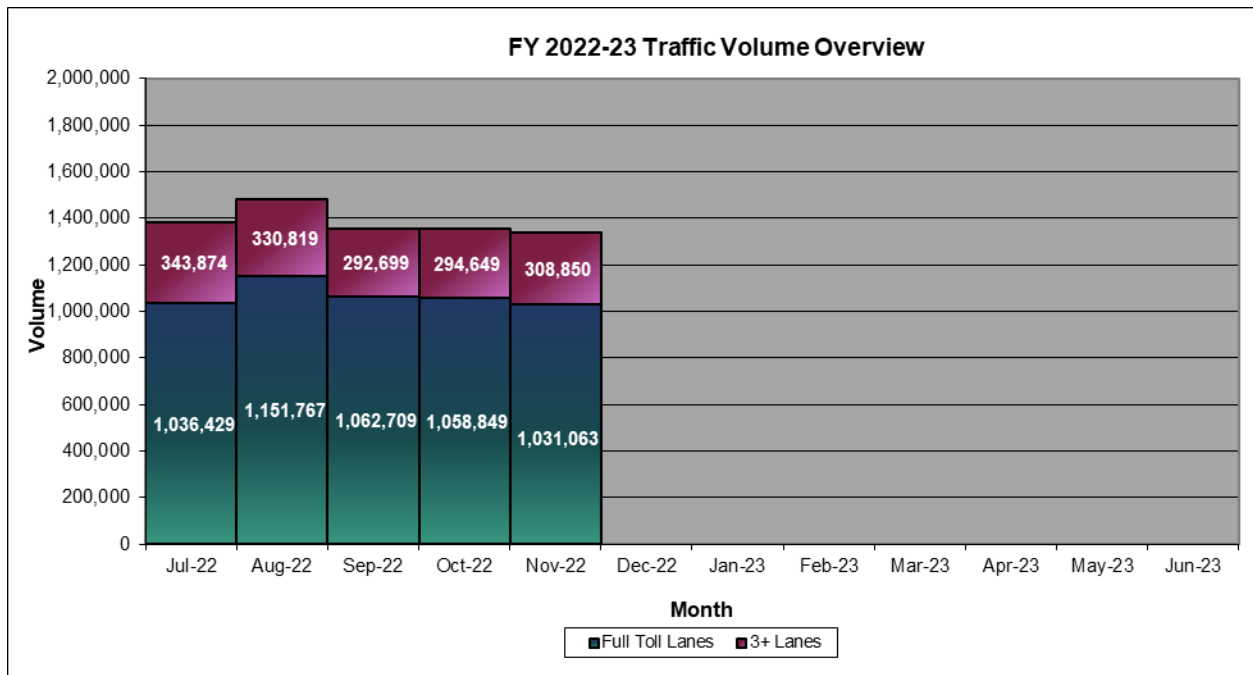
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2022 through November 2022.

FY 2022-23 YTD as of November 30, 2022

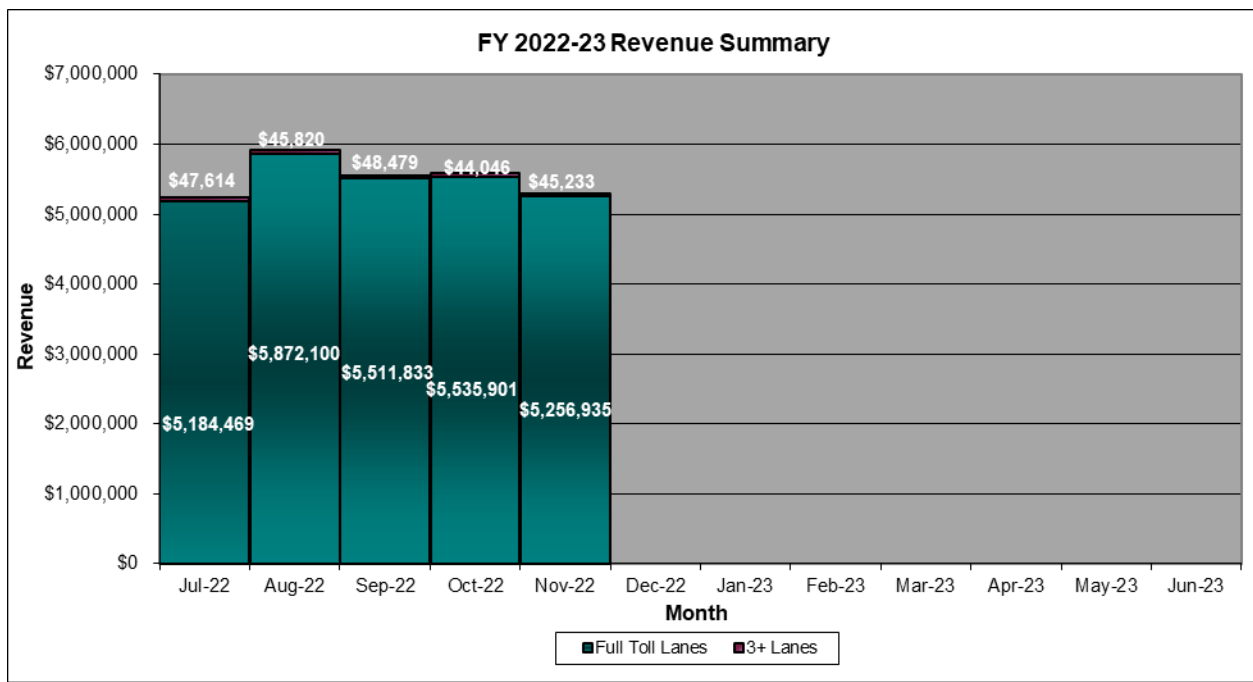
Trips	FY 2022-23 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2021-22 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	5,340,817	4,664,743	676,074	14.5%	5,737,389	(6.9%)
3+ Lanes	1,570,891	1,685,429	(114,538)	(6.8%)	1,538,167	2.1%
Total Gross Trips	6,911,708	6,350,171	561,537	8.8%	7,275,556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

RCTC Traffic and Revenue Summary

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



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



RCTC PEAK-HOUR VOLUMES

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

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

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

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

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

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

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

Eastbound PM Peak - County Line to 15 SB Ontario

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

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

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

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

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

RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line

AM Time	Monday 10/31/22					Tuesday 11/01/22					Wednesday 11/02/22					Thursday 11/03/22					Friday 11/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500						\$2.40	207	415	622	B	\$2.40	229	424	653	B	\$2.40	213	385	598	B	\$2.40	190	381	571	B
0500 - 0600						\$11.65	414	986	1,400	F	\$11.65	423	1050	1,473	F	\$9.85	419	1,016	1,435	F	\$5.65	386	902	1,288	E
0600 - 0700						\$19.05	409	1291	1,700	F	\$19.05	402	1199	1,601	F	\$18.00	276	884	1,160	D	\$10.90	367	1,136	1,503	F
0700 - 0800						\$16.35	388	1259	1,647	F	\$16.35	427	1173	1,600	F	\$15.30	604	1,788	2,392	F	\$8.35	291	950	1,241	E
0800 - 0900						\$10.10	205	1238	1,443	F	\$10.10	239	1312	1,551	F	\$9.05	254	1,450	1,704	F	\$5.65	175	843	1,018	D
0900 - 1000						\$5.65	173	1038	1,211	E	\$5.65	172	1109	1,281	E	\$5.65	174	1,200	1,374	F	\$4.45	154	766	920	C

AM Time	Monday 11/07/22					Tuesday 11/08/22					Wednesday 11/09/22					Thursday 11/10/22					Friday 11/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	224	382	606	B	\$2.40	212	370	582	B	\$2.40	227	357	584	B	\$2.40	199	414	613	B	\$2.40	113	211	324	A
0500 - 0600	\$11.65	385	961	1,346	E	\$11.65	375	875	1,250	E	\$11.65	417	966	1,383	F	\$9.85	416	1,017	1,433	F	\$5.65	222	602	824	C
0600 - 0700	\$18.00	383	1,153	1,536	F	\$19.05	366	1,039	1,405	F	\$19.05	411	1,276	1,687	F	\$18.00	394	1,261	1,655	F	\$10.90	212	760	972	C
0700 - 0800	\$15.60	395	1,172	1,567	F	\$16.35	370	1,089	1,459	F	\$16.35	296	1,250	1,546	F	\$15.30	401	1,254	1,655	F	\$8.35	194	642	836	C
0800 - 0900	\$9.05	182	1,179	1,361	F	\$10.10	187	956	1,143	D	\$10.10	151	1,048	1,199	D	\$9.05	195	1,131	1,326	E	\$5.65	186	650	836	C
0900 - 1000	\$5.65	126	891	1,017	D	\$5.65	128	818	946	C	\$5.65	126	839	965	C	\$5.65	158	896	1,054	D	\$4.45	231	613	844	C

AM Time	Monday 11/14/22					Tuesday 11/15/22					Wednesday 11/16/22					Thursday 11/17/22					Friday 11/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	198	421	619	B	\$2.40	210	418	628	B	\$2.40	222	357	579	B	\$2.40	218	456	674	B	\$2.40	201	389	590	B
0500 - 0600	\$11.65	397	1,007	1,404	F	\$11.65	419	1,019	1,438	F	\$11.65	362	946	1,308	E	\$9.85	430	1,106	1,536	F	\$5.65	396	946	1,342	E
0600 - 0700	\$18.00	390	1,317	1,707	F	\$19.05	366	1,233	1,599	F	\$19.05	328	1,128	1,456	F	\$18.00	420	1,292	1,712	F	\$10.90	355	1,068	1,423	F
0700 - 0800	\$15.60	385	1,298	1,683	F	\$16.35	417	1,333	1,750	F	\$16.35	444	1,305	1,749	F	\$15.30	408	1,302	1,710	F	\$8.35	266	819	1,085	D
0800 - 0900	\$9.05	198	1,070	1,268	E	\$10.10	224	1,407	1,631	F	\$10.10	236	1,361	1,597	F	\$9.05	196	1,062	1,258	E	\$5.65	160	838	998	C
0900 - 1000	\$5.65	149	896	1,045	D	\$5.65	133	1,011	1,144	D	\$5.65	154	965	1,119	D	\$5.65	164	891	1,055	D	\$4.45	132	798	930	C

AM Time	Monday 11/21/22					Tuesday 11/22/22					Wednesday 11/23/22					Thursday 11/24/22					Friday 11/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	208	403	611	B	\$2.40	197	428	625	B	\$2.40	167	352	519	B	\$1.65	15	27	42	A	\$1.65	24	47	71	A
0500 - 0600	\$11.65	367	917	1,284	E	\$11.65	373	995	1,368	F	\$7.35	332	890	1,222	E	\$1.65	26	36	62	A	\$1.65	52	109	161	A
0600 - 0700	\$18.00	401	1,392	1,793	F	\$19.05	325	1,152	1,477	F	\$7.35	302	956	1,258	E	\$1.65	29	74	103	A	\$1.65	51	154	205	A
0700 - 0800	\$15.60	285	1,205	1,490	F	\$16.35	283	958	1,241	E	\$7.35	202	651	853	C	\$1.65	50	126	176	A	\$1.65	66	201	267	A
0800 - 0900	\$9.05	180	837	1,017	D	\$10.10	139	678	817	C	\$4.45	177	669	846	C	\$1.65	93	154	247	A	\$1.65	105	277	382	A
0900 - 1000	\$5.65	167	667	834	C	\$5.65	188	772	960	C	\$4.45	169	580	749	B	\$2.40	134	249	383	A	\$2.40	170	382	552	B

AM Time	Monday 11/28/22					Tuesday 11/29/22					Wednesday 11/30/22					Thursday 12/01/22					Friday 12/02/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	208	418	626	B	\$2.40	213	427	640	B	\$2.40	211	443	654	B										
0500 - 0600	\$11.65	359	990	1,349	E	\$11.65	342	836	1,178	D	\$11.65	414	978	1,392	F										
0600 - 0700	\$18.00	283	955	1,238	E	\$19.05	418	1,241	1,659	F	\$19.05	403	1,261	1,664	F										
0700 - 0800	\$15.60	411	1,233	1,644	F	\$16.35	368	1,287	1,655	F	\$16.35	371	1,186	1,557	F										
0800 - 0900	\$9.05	194	1,065	1,259	E	\$10.10	192	1,115	1,307	E	\$10.10	206	1,126	1,332	E										
0900 - 1000	\$5.65	136	732	868	C	\$5.65	118	743	861	C	\$5.65	154	837	991	C										

Westbound AM Peak - I-15 North to County Line

AM Time	Monday 10/31/22					Tuesday 11/01/22					Wednesday 11/02/22					Thursday 11/03/22					Friday 11/04/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500						\$3.15	181	467	648	B	\$3.15	187	476	663	B	\$3.15	176	471	647	B	\$3.15	138	392	530	B
0500 - 0600						\$7.30	283	1017	1,300	E	\$7.30	274	990	1,264	E	\$7.30	260	1,008	1,268	E	\$5.65	223	839	1,062	D
0600 - 0700						\$9.40	279	1213	1,492	F	\$9.40	309	1162	1,471	F	\$9.40	157	586	743	B	\$7.30	233	982	1,215	E
0700 - 0800						\$9.40	230	1111	1,341	E	\$9.40	238	1157	1,395	E	\$9.40	112	672	784	B	\$7.30	175	854	1,029	D
0800 - 0900						\$7.30	146	1034	1,180	D	\$7.30	141	1116	1,257	E	\$7.30	153	1,180	1,333	E	\$5.65	115	813	928	C
0900 - 1000						\$5.65	142	933	1,075	D	\$5.65	106	891	997	C	\$5.65	111	846	957	C	\$5.65	125	676	801	C

AM Time	Monday 11/07/22					Tuesday 11/08/22					Wednesday 11/09/22					Thursday 11/10/22					Friday 11/11/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	165	470	635	B	\$3.15	144	396	540	B	\$3.15	158	419	577	B	\$3.15	177	451	628	B	\$3.15	92	267	359	A
0500 - 0600	\$7.30	262	918	1,180	D	\$7.30	243	899	1,142	D	\$7.30	252	1,008	1,260	E	\$7.30	251	942	1,193	D	\$5.65	131	547	678	B
0600 - 0700	\$9.40	283	1,118	1,401	F	\$9.40	271	1,077	1,348	E	\$9.40	290	1,233	1,523	F	\$9.40	274	1,200	1,474	F	\$7.30	153	708	861	C
0700 - 0800	\$9.40	240	1,132	1,372	E	\$9.40	206	977	1,183	D	\$9.40	152	1,103	1,255	E	\$9.40	189	1,052	1,241	E	\$7.30	102	557	659	B
0800 - 0900	\$7.30	112	1,038	1,150	D	\$7.30	127	990	1,117	D	\$7.30	101	1,085	1,186	D	\$7.30	150	1,010	1,160	D	\$5.65	136	592	728	B
0900 - 1000	\$5.65	83	801	884	C	\$5.65	92	720	812	C	\$5.65	115	815	930	C	\$5.65	130	874	1,004	D	\$5.65	191	589	780	B

AM Time	Monday 11/14/22					Tuesday 11/15/22					Wednesday 11/16/22					Thursday 11/17/22					Friday 11/18/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	189	531	720	B	\$3.15	186	541	727	B	\$3.15	184	531	715	B	\$3.15	190	559	749	B	\$3.15	163	462	625	B
0500 - 0600	\$7.30	262	996	1,258	E	\$7.30	275	1,013	1,288	E	\$7.30	256	1,090	1,346	E	\$7.30	268	1,058	1,326	E	\$5.65	239	880	1,119	D
0600 - 0700	\$9.40	273	1,208	1,481	F	\$9.40	254	1,206	1,460	F	\$9.40	268	1,261	1,529	F	\$9.40	286	1,241	1,527	F	\$7.30	231	989	1,220	E
0700 - 0800	\$9.40	183	1,094	1,277	E	\$9.40	117	702	819	C	\$9.40	210	1,068	1,278	E	\$9.40	196	1,038	1,234	E	\$7.30	163	825	988	C
0800 - 0900	\$7.30	135	1,024	1,159	D	\$7.30	107	1,125	1,232	E	\$7.30	132	1,106	1,238	E	\$7.30	137	1,042	1,179	D	\$5.65	112	822	934	C
0900 - 1000	\$5.65	97	878	975	C	\$5.65	115	1,004	1,119	D	\$5.65	113	878	991	C	\$5.65	133	999	1,132	D	\$5.65	90	686	776	B

AM Time	Monday 11/21/22					Tuesday 11/22/22					Wednesday 11/23/22					Thursday 11/24/22					Friday 11/25/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	175	484	659	B	\$3.15	173	458	631	B	\$3.15	147	372	519	B	\$2.10	18	28	46	A	\$2.10	18	63	81	A
0500 - 0600	\$7.30	261	988	1,249	E	\$7.30	251	911	1,162	D	\$7.30	217	798	1,015	D	\$2.10	24	55	79	A	\$2.10	50	114	164	A
0600 - 0700	\$9.40	138	735	873	C	\$9.40	217	1,135	1,352	E	\$7.30	172	842	1,014	D	\$2.10	27	77	104	A	\$2.10	43	170	213	A
0700 - 0800	\$9.40	161	916	1,077	D	\$9.40	153	923	1,076	D	\$5.65	106	650	756	B	\$2.10	44	90	134	A	\$2.10	50	195	245	A
0800 - 0900	\$7.30	159	811	970	C	\$7.30	130	755	885	C	\$5.65	102	606	708	B	\$2.10	68	146	214	A	\$2.10	87	257	344	A
0900 - 1000	\$5.65	129	680	809	C	\$5.65	130	714	844	C	\$3.15	122	564	686	B	\$2.10	124	228	352	A	\$3.15	116	343	459	B

AM Time	Monday 11/28/22					Tuesday 11/29/22					Wednesday 11/30/22					Thursday 12/01/22					Friday 12/02/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	166	496	662	B	\$3.15	188	485	673	B	\$3.15	170	433	603	B										
0500 - 0600	\$7.30	151	650	801	C	\$7.30	264	987	1,251	E	\$7.30	248	1,023	1,271	E										
0600 - 0700	\$9.40	147	538	685	B	\$9.40	282	1,170	1,452	F	\$9.40	261	1,100	1,361	E										
0700 - 0800	\$9.40	214	1,146	1,360	E	\$9.40	191	1,028	1,219	E	\$9.40	122	669	791	B										
0800 - 0900	\$7.30	129	963	1,092	D	\$7.30	127	1,021	1,148	D	\$7.30	118	1,046	1,164	D										
0900 - 1000	\$5.65	129	761	890	C	\$5.65	96	830	926	C	\$5.65	108	802	910	C										

RCTC OPERATIONAL HIGHLIGHTS

On-Road Operations

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

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

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

¹ Unaudited

² Negatives are the result of FY22 accruals

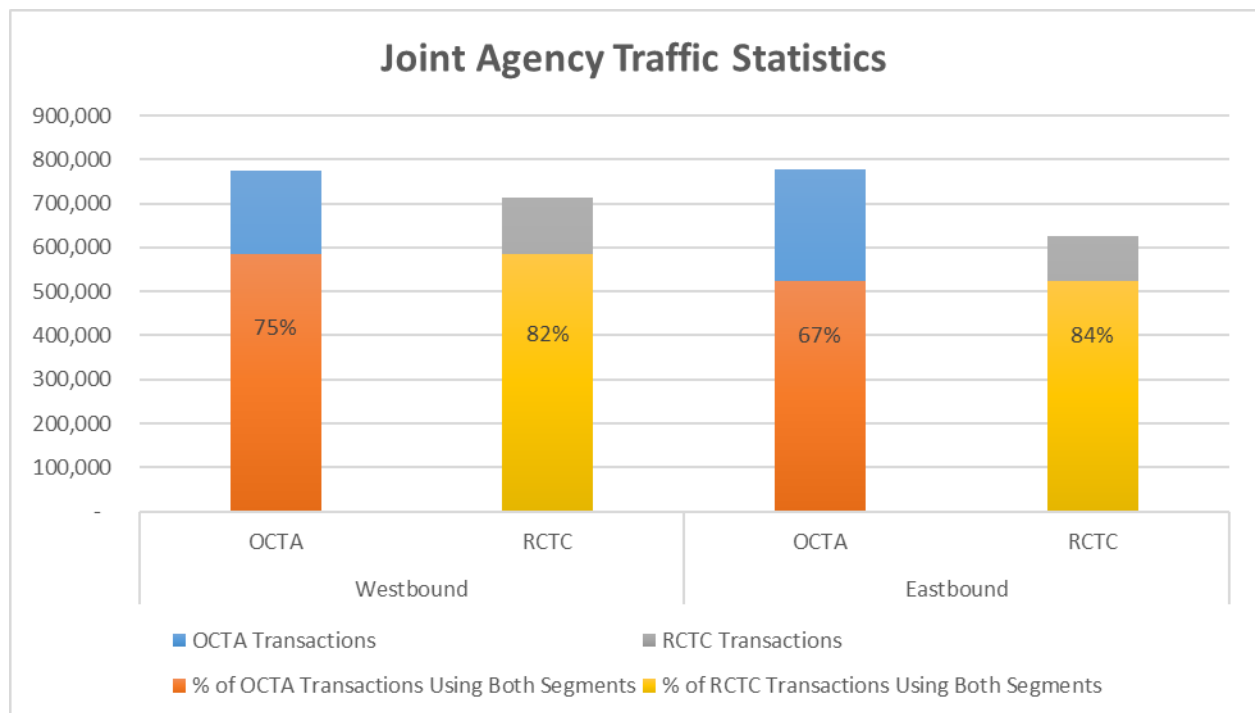
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING November 30, 2022

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

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	NOVEMBER 2022 PERFORMANCE
Customer Service			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	62% answered within 60 seconds
Abandon Percentage	Monthly	4 % <	6%
Customer Satisfaction Score	Monthly	4.5 =>	4.99
First Contact Resolution	Monthly	85% of calls resolved on the first contact	96%
Timeliness of Case Resolution	Monthly	90% of cases resolved in one (1) business day	98.9%
	Monthly	98% of cases resolved within five (5) business days	100%
Mail Performance			
Processing Returned Mail	Monthly	Per business day in which 90% of returned mail is processed within three (3) business days	100%
	Monthly	Per business day in which 100% of returned mail is not processed within ten (10) business days	100%
Research and resolve unidentified Payments	Monthly	100% of all unidentified payments are completely and accurately resolved within five (5) business days	100%
Payment Processing	Monthly	Per business day in which 100% of payments are processed within two (2) business days	100%
Accounting			
Customer Refunds Processed	Monthly	Per business day in which 100% of all refunds are not completely and accurately issued within five (5) business days	100%

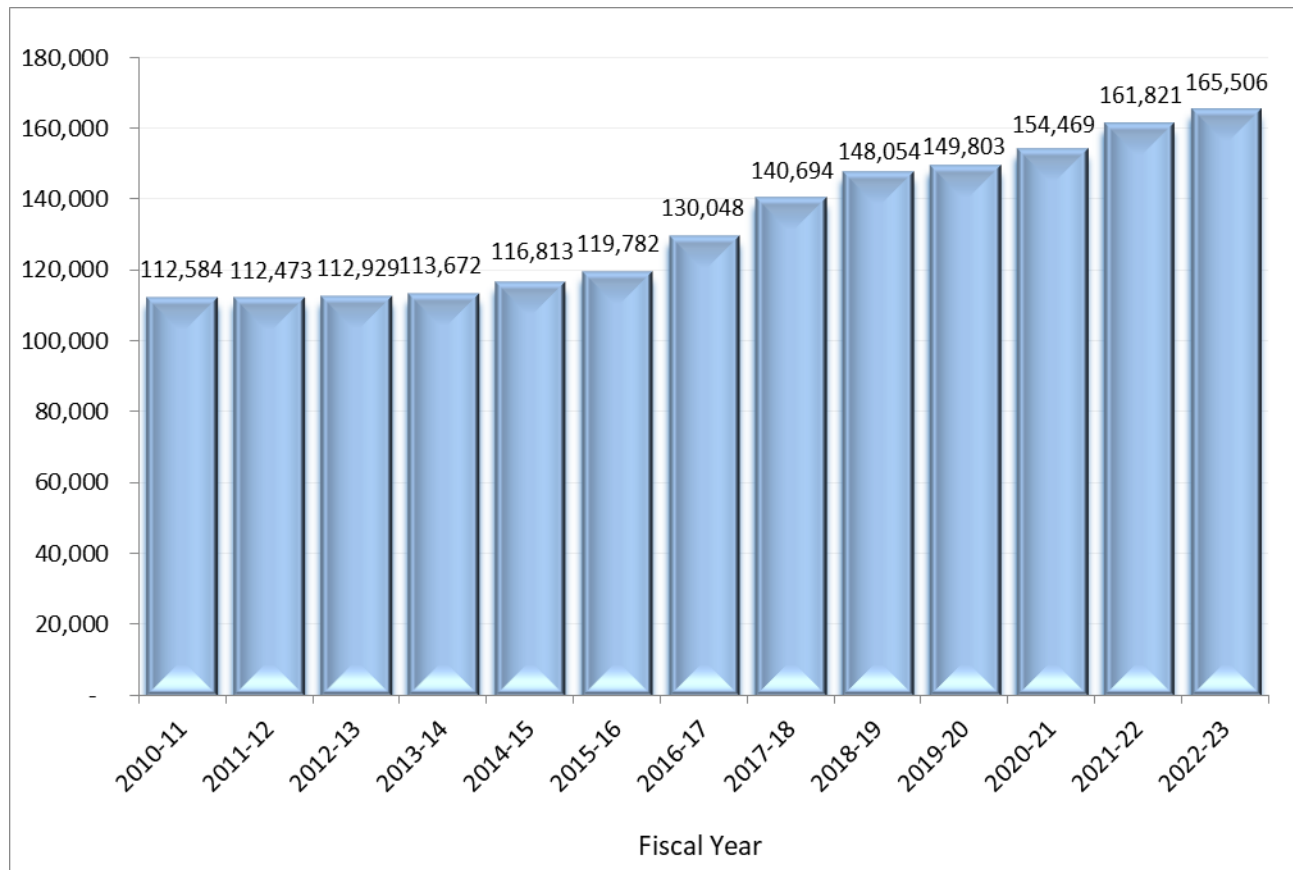
Key Performance Indicators for service level and abandoned calls were not achieved due to staffing shrinkage due to illnesses. Cofiroute is mitigating this effort by recruiting additional staff members, reducing lunch hours, and utilizing supervisory staff to assist with answering customer calls.

JOINT AGENCY TRANSPONDER DISTRIBUTION

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

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

Number of Accounts by FY
As of November 30, 2022





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



Status Report
December 2022

As of December 31, 2022

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

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

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

Current MTD as of December 31, 2022

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

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

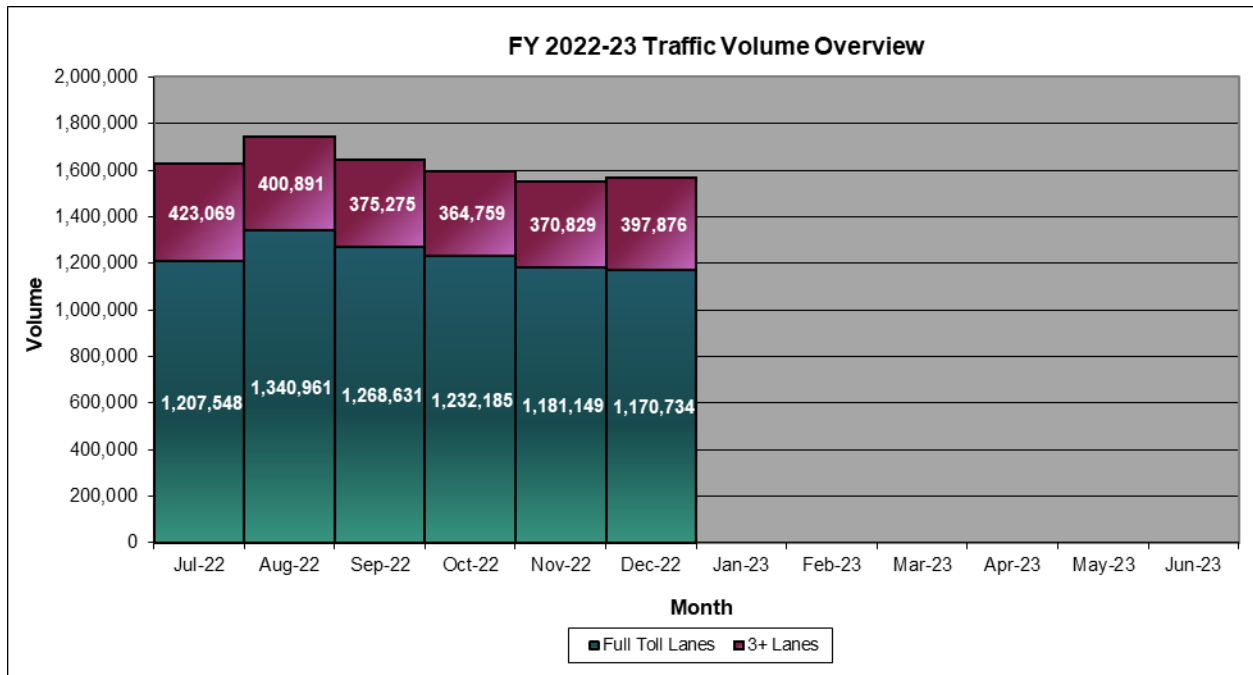
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2022 through December 2022.

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

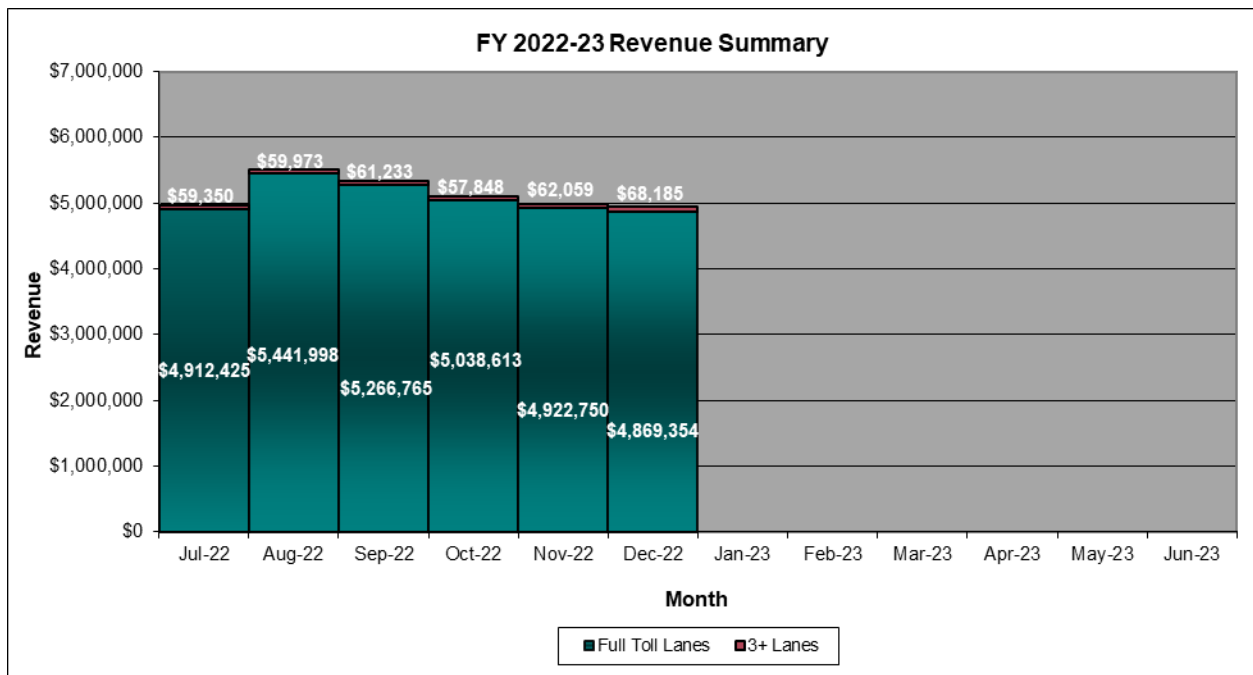
Trips	FY 2022-23 YTD Actual	FY 2021-22 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	7,401,208	7,821,944	(5.4%)
3+ Lanes	2,332,699	2,328,518	0.2%
Total Gross Trips	9,733,907	10,150,462	(4.1%)
Revenue			
Full Toll Lanes	\$30,451,905	\$30,958,257	(1.6%)
3+ Lanes	\$368,647	\$301,245	22.4%
Total Gross Revenue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

OCTA Traffic and Revenue Summary

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



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



OCTA PEAK-HOUR VOLUMES

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

OCTA EASTBOUND PEAK-HOUR VOLUMES

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

PM Time	Monday 12/05/22				Tuesday 12/06/22				Wednesday 12/07/22				Thursday 12/08/22				Friday 12/09/22			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.30	389	2,630	77%	\$5.30	372	2,740	81%	\$5.30	420	2,882	85%	\$7.70	428	2,824	83%	\$8.60	431	2,828	83%
1500 - 1600	\$5.65	453	2,863	84%	\$5.75	470	3,044	90%	\$7.45	448	2,907	86%	\$7.45	460	2,933	86%	\$8.15	454	2,776	82%
1600 - 1700	\$5.10	429	2,820	83%	\$5.25	433	2,806	83%	\$6.50	459	2,845	84%	\$7.00	427	2,803	82%	\$6.95	518	2,818	83%
1700 - 1800	\$4.95	512	2,874	85%	\$4.90	482	2,814	83%	\$5.40	464	2,783	82%	\$6.70	467	2,708	80%	\$6.95	494	2,699	79%
1800 - 1900	\$5.65	674	2,842	84%	\$4.05	599	2,892	85%	\$4.05	610	2,801	82%	\$4.50	529	2,681	79%	\$6.95	654	2,740	81%
1900 - 2000	\$3.95	422	1,519	45%	\$3.95	578	2,334	69%	\$3.95	641	2,561	75%	\$5.75	627	2,608	77%	\$6.45	643	2,330	69%

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

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

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

OCTA WESTBOUND PEAK-HOUR VOLUMES

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

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

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

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

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

OCTA OPERATIONAL HIGHLIGHTS

Back Office System (BOS) Project Update

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

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

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

⁽¹⁾Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

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

⁽³⁾Depreciation and amortization are not budgeted items.

⁽⁴⁾Transfers Out: For M2 Project I and Project J expense reimbursements.

Capital Asset Activity

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

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

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

MTD traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the month of December 2022.

Current MTD as of December 31, 2022

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

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

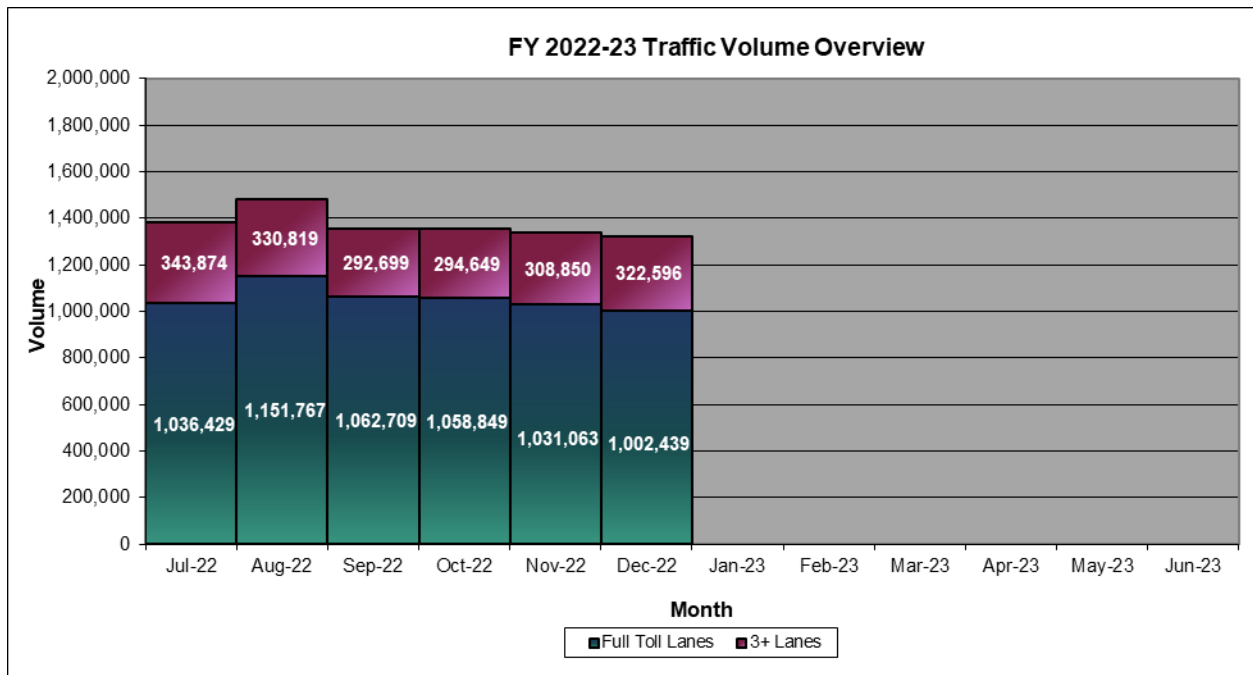
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2022 through December 2022.

FY 2022-23 YTD as of December 31, 2022

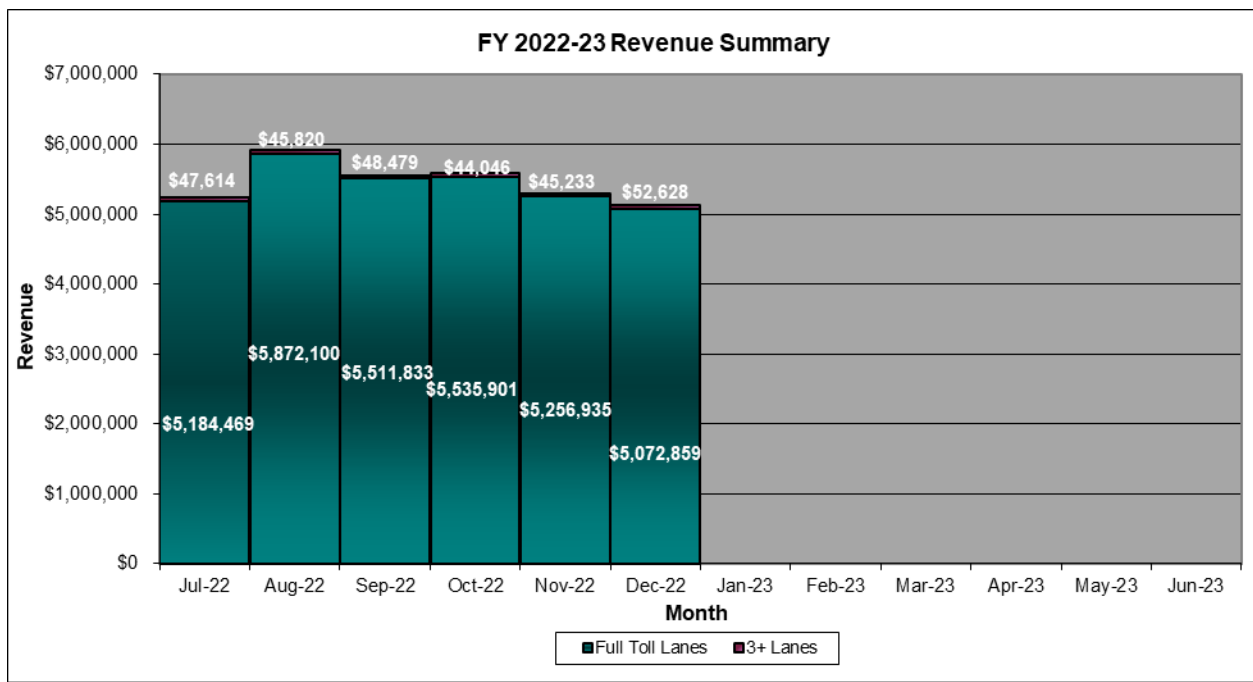
Trips	FY 2022-23 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2021-22 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	6,343,256	5,545,314	797,942	14.4%	6,817,040	(6.9%)
3+ Lanes	1,893,487	2,006,000	(112,513)	(5.6%)	1,856,354	2.0%
Total Gross Trips	8,236,743	7,551,314	685,429	9.1%	8,673,394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

RCTC Traffic and Revenue Summary

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



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



RCTC PEAK-HOUR VOLUMES

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

RCTC EASTBOUND PEAK-HOUR VOLUMES

Eastbound PM Peak - County Line to McKinley

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

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

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

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

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

Eastbound PM Peak - County Line to 15 SB Ontario

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

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

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

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

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

RCTC WESTBOUND PEAK-HOUR VOLUMES

Westbound AM Peak - McKinley to County Line

AM Time	Monday 11/28/22					Tuesday 11/29/22					Wednesday 11/30/22					Thursday 12/01/22					Friday 12/02/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500																\$2.40	218	407	625	B	\$2.40	181	393	574	B
0500 - 0600																\$9.85	388	1,045	1,433	F	\$5.65	343	816	1,159	D
0600 - 0700																\$18.00	404	1,245	1,649	F	\$10.90	353	1,058	1,411	F
0700 - 0800																\$15.30	356	1,110	1,466	F	\$8.35	290	980	1,270	E
0800 - 0900																\$9.05	183	949	1,132	D	\$5.65	123	854	977	C
0900 - 1000																\$5.65	163	789	952	C	\$4.45	105	675	780	B

AM Time	Monday 12/05/22					Tuesday 12/06/22					Wednesday 12/07/22					Thursday 12/08/22					Friday 12/09/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	200	391	591	B	\$2.40	227	431	658	B	\$2.40	210	380	590	B	\$2.40	232	451	683	B	\$2.40	187	326	513	B
0500 - 0600	\$11.65	404	1,010	1,414	F	\$11.65	436	1,025	1,461	F	\$11.65	432	1,026	1,458	F	\$9.85	296	788	1,084	D	\$5.65	361	913	1,274	E
0600 - 0700	\$18.00	392	1,195	1,587	F	\$19.05	405	1,231	1,636	F	\$19.05	377	1,238	1,615	F	\$18.00	466	1,219	1,685	F	\$10.90	356	984	1,340	E
0700 - 0800	\$15.60	410	1,218	1,628	F	\$16.35	380	1,275	1,655	F	\$16.35	339	1,150	1,489	F	\$15.30	413	1,211	1,624	F	\$8.35	310	1,023	1,333	E
0800 - 0900	\$9.05	178	988	1,166	D	\$10.10	155	1,204	1,359	F	\$10.10	196	929	1,125	D	\$9.05	201	991	1,192	D	\$5.65	156	850	1,006	D
0900 - 1000	\$5.65	129	820	949	C	\$5.65	133	850	983	C	\$5.65	138	779	917	C	\$5.65	148	795	943	C	\$4.45	128	741	869	C

AM Time	Monday 12/12/22					Tuesday 12/13/22					Wednesday 12/14/22					Thursday 12/15/22					Friday 12/16/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	206	386	592	B	\$2.40	228	420	648	B	\$2.40	212	399	611	B	\$2.40	232	451	683	B	\$2.40	198	366	564	B
0500 - 0600	\$11.65	340	828	1,168	D	\$11.65	381	915	1,296	E	\$11.65	394	931	1,325	E	\$9.85	403	986	1,389	F	\$5.65	327	880	1,207	E
0600 - 0700	\$18.00	363	1,008	1,371	F	\$19.05	408	1,215	1,623	F	\$19.05	415	1,174	1,589	F	\$18.00	402	1,213	1,615	F	\$10.90	394	1,033	1,427	F
0700 - 0800	\$15.60	346	921	1,267	E	\$16.35	367	1,266	1,633	F	\$16.35	362	1,071	1,433	F	\$15.30	371	1,131	1,502	F	\$8.35	301	876	1,177	D
0800 - 0900	\$9.05	159	808	967	C	\$10.10	192	1,222	1,414	F	\$10.10	209	1,129	1,338	E	\$9.05	176	994	1,170	D	\$5.65	175	811	986	C
0900 - 1000	\$5.65	156	802	958	C	\$5.65	183	962	1,145	D	\$5.65	174	913	1,087	D	\$5.65	179	867	1,046	D	\$4.45	182	755	937	C

AM Time	Monday 12/19/22					Tuesday 12/20/22					Wednesday 12/21/22					Thursday 12/22/22					Friday 12/23/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.40	189	383	572	B	\$2.40	182	362	544	B	\$2.40	199	362	561	B	\$2.40	191	344	535	B	\$2.40	128	229	357	A
0500 - 0600	\$11.65	361	925	1,286	E	\$11.65	377	936	1,313	E	\$11.65	358	914	1,272	E	\$9.85	332	827	1,159	D	\$5.65	212	554	766	B
0600 - 0700	\$18.00	363	1,017	1,380	F	\$19.05	369	1,058	1,427	F	\$19.05	378	1,061	1,439	F	\$18.00	312	1,002	1,314	E	\$10.90	201	605	806	C
0700 - 0800	\$15.60	307	958	1,265	E	\$16.35	325	983	1,308	E	\$16.35	278	901	1,179	D	\$15.30	283	800	1,083	D	\$8.35	184	533	717	B
0800 - 0900	\$9.05	149	849	998	C	\$10.10	142	915	1,057	D	\$10.10	183	749	932	C	\$9.05	170	720	890	C	\$5.65	128	556	684	B
0900 - 1000	\$5.65	184	647	831	C	\$5.65	191	787	978	C	\$5.65	167	741	908	C	\$5.65	210	675	885	C	\$4.45	173	553	726	B

AM Time	Monday 12/26/22					Tuesday 12/27/22					Wednesday 12/28/22					Thursday 12/29/22					Friday 12/30/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$1.65	25	39	64	A	\$2.40	153	301	454	B	\$2.40	169	271	440	B	\$2.40	153	284	437	B	\$2.40	100	204	304	A
0500 - 0600	\$1.65	38	74	112	A	\$11.65	276	701	977	C	\$11.65	276	650	926	C	\$9.85	274	635	909	C	\$5.65	203	491	694	B
0600 - 0700	\$1.65	37	129	166	A	\$19.05	220	681	901	C	\$19.05	199	632	831	C	\$18.00	218	627	845	C	\$10.90	172	500	672	B
0700 - 0800	\$1.65	64	168	232	A	\$16.35	162	590	752	B	\$16.35	176	574	750	B	\$15.30	165	511	676	B	\$8.35	148	427	575	B
0800 - 0900	\$1.65	114	231	345	A	\$10.10	138	533	671	B	\$10.10	147	529	676	B	\$9.05	168	536	704	B	\$5.65	149	492	641	B
0900 - 1000	\$2.40	176	352	528	B	\$5.65	142	517	659	B	\$5.65	168	541	709	B	\$5.65	204	577	781	B	\$4.45	185	481	666	B

Westbound AM Peak - I-15 North to County Line

AM Time	Monday 11/28/22					Tuesday 11/29/22					Wednesday 11/30/22					Thursday 12/01/22					Friday 12/02/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500																\$3.15	180	445	625	B	\$3.15	150	392	542	B
0500 - 0600																\$7.30	256	987	1,243	E	\$5.65	215	796	1,011	D
0600 - 0700																\$9.40	278	1,142	1,420	F	\$7.30	204	879	1,083	D
0700 - 0800																\$9.40	192	980	1,172	D	\$7.30	162	910	1,072	D
0800 - 0900																\$7.30	108	941	1,049	D	\$5.65	64	845	909	C
0900 - 1000																\$5.65	119	772	891	C	\$5.65	69	672	741	B

AM Time	Monday 12/05/22					Tuesday 12/06/22					Wednesday 12/07/22					Thursday 12/08/22					Friday 12/09/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	176	475	651	B	\$3.15	170	483	653	B	\$3.15	172	443	615	B	\$3.15	166	459	625	B	\$3.15	147	409	556	B
0500 - 0600	\$7.30	246	995	1,241	E	\$7.30	263	1,058	1,321	E	\$7.30	275	1,020	1,295	E	\$7.30	267	1,004	1,271	E	\$5.65	204	827	1,031	D
0600 - 0700	\$9.40	296	1,134	1,430	F	\$9.40	309	1,199	1,508	F	\$9.40	269	1,170	1,439	F	\$9.40	279	1,205	1,484	F	\$7.30	250	903	1,153	D
0700 - 0800	\$9.40	177	1,033	1,210	E	\$9.40	215	1,087	1,302	E	\$9.40	174	1,122	1,296	E	\$9.40	197	1,066	1,263	E	\$7.30	182	862	1,044	D
0800 - 0900	\$7.30	120	1,004	1,124	D	\$7.30	91	1,105	1,196	D	\$7.30	126	920	1,046	D	\$7.30	110	990	1,100	D	\$5.65	125	864	989	C
0900 - 1000	\$5.65	80	867	947	C	\$5.65	108	873	981	C	\$5.65	126	879	1,005	D	\$5.65	126	891	1,017	D	\$5.65	113	742	855	C

AM Time	Monday 12/12/22					Tuesday 12/13/22					Wednesday 12/14/22					Thursday 12/15/22					Friday 12/16/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	158	459	617	B	\$3.15	196	496	692	B	\$3.15	167	468	635	B	\$3.15	168	424	592	B	\$3.15	105	358	463	B
0500 - 0600	\$7.30	213	851	1,064	D	\$7.30	278	935	1,213	E	\$7.30	275	965	1,240	E	\$7.30	262	979	1,241	E	\$5.65	205	817	1,022	D
0600 - 0700	\$9.40	267	1,010	1,277	E	\$9.40	286	1,190	1,476	F	\$9.40	279	1,154	1,433	F	\$9.40	281	1,127	1,408	F	\$7.30	268	940	1,208	E
0700 - 0800	\$9.40	185	848	1,033	D	\$9.40	169	1,056	1,225	E	\$9.40	192	1,001	1,193	D	\$9.40	198	1,039	1,237	E	\$7.30	180	875	1,055	D
0800 - 0900	\$7.30	124	916	1,040	D	\$7.30	132	1,116	1,248	E	\$7.30	131	1,030	1,161	D	\$7.30	136	953	1,089	D	\$5.65	98	748	846	C
0900 - 1000	\$5.65	111	766	877	C	\$5.65	126	929	1,055	D	\$5.65	114	954	1,068	D	\$5.65	137	964	1,101	D	\$5.65	117	783	900	C

AM Time	Monday 12/19/22					Tuesday 12/20/22					Wednesday 12/21/22					Thursday 12/22/22					Friday 12/23/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$3.15	144	465	609	B	\$3.15	156	448	604	B	\$3.15	139	415	554	B	\$3.15	130	386	516	B	\$3.15	73	229	302	A
0500 - 0600	\$7.30	263	928	1,191	D	\$7.30	260	901	1,161	D	\$7.30	237	906	1,143	D	\$7.30	238	821	1,059	D	\$5.65	156	504	660	B
0600 - 0700	\$9.40	241	1,081	1,322	E	\$9.40	250	1,097	1,347	E	\$9.40	251	1,011	1,262	E	\$9.40	232	960	1,192	D	\$7.30	117	518	635	B
0700 - 0800	\$9.40	175	903	1,078	D	\$9.40	160	993	1,153	D	\$9.40	166	882	1,048	D	\$9.40	149	789	938	C	\$7.30	87	533	620	B
0800 - 0900	\$7.30	136	882	1,018	D	\$7.30	102	892	994	C	\$7.30	125	827	952	C	\$7.30	142	738	880	C	\$5.65	78	513	591	B
0900 - 1000	\$5.65	109	714	823	C	\$5.65	153	807	960	C	\$5.65	123	651	774	B	\$5.65	152	755	907	C	\$5.65	132	494	626	B

AM Time	Monday 12/26/22					Tuesday 12/27/22					Wednesday 12/28/22					Thursday 12/29/22					Friday 12/30/22				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$2.10	18	57	75	A	\$3.15	128	340	468	B	\$3.15	107	302	409	B	\$3.15	101	300	401	B	\$3.15	71	221	292	A
0500 - 0600	\$2.10	46	123	169	A	\$7.30	183	699	882	C	\$7.30	185	634	819	C	\$7.30	169	621	790	B	\$5.65	136	423	559	B
0600 - 0700	\$2.10	32	130	162	A	\$9.40	155	665	820	C	\$9.40	146	639	785	B	\$9.40	125	630	755	B	\$7.30	114	461	575	B
0700 - 0800	\$2.10	46	151	197	A	\$9.40	83	579	662	B	\$9.40	102	565	667	B	\$9.40	112	525	637	B	\$7.30	83	385	468	B
0800 - 0900	\$2.10	105	232	337	A	\$7.30	112	555	667	B	\$7.30	109	502	611	B	\$7.30	110	574	684	B	\$5.65	91	427	518	B
0900 - 1000	\$3.15	115	329	444	B	\$5.65	125	565	690	B	\$5.65	149	558	707	B	\$5.65	145	597	742	B	\$5.65	117	447	564	B

RCTC OPERATIONAL HIGHLIGHTS

On-Road Operations

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

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

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

¹ Unaudited

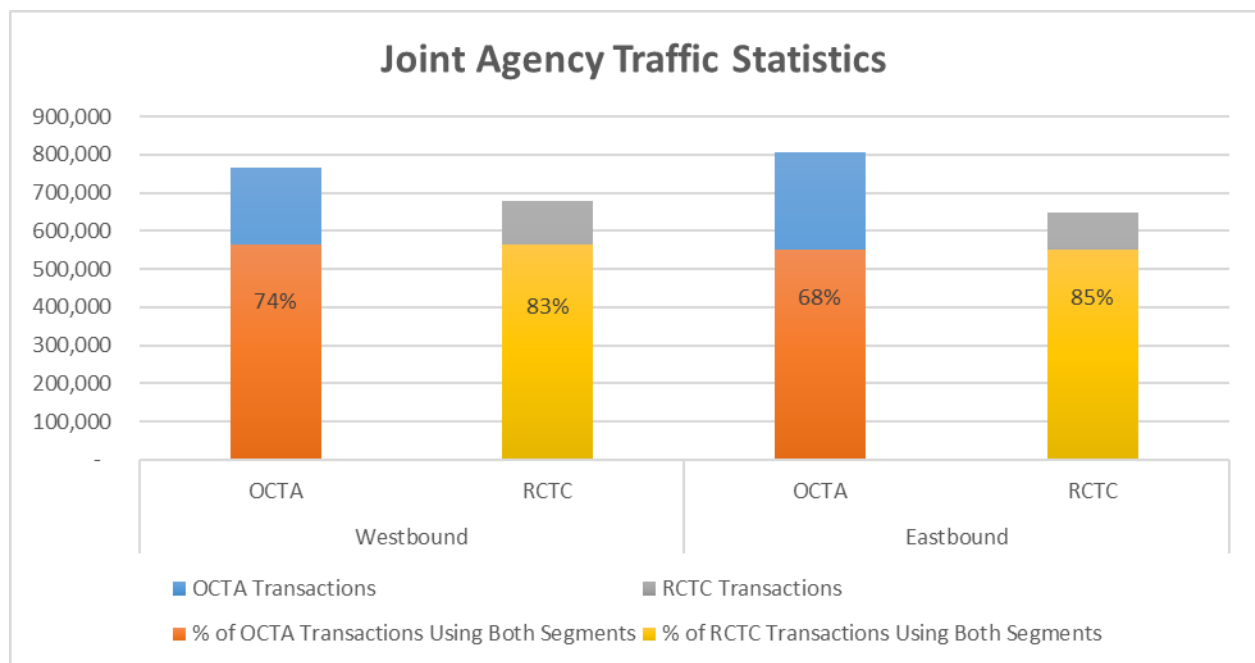
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING December 31, 2022

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

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	DECEMBER 2022 PERFORMANCE
Customer Service			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	70% answered within 60 seconds
Abandon Percentage	Monthly	4 % <	3%
Customer Satisfaction Score	Monthly	4.5 =>	4.9
First Contact Resolution	Monthly	85% of calls resolved on the first contact	96.7%
Timeliness of Case Resolution			
	Monthly	90% of cases resolved in one (1) business day	99%
	Monthly	98% of cases resolved within five (5) business days	100%
Mail Performance			
Processing Returned Mail	Monthly	Per business day in which 90% of returned mail is processed within three (3) business days	100%
	Monthly	Per business day in which 100% of returned mail is not processed within ten (10) business days	100%
Research and resolve unidentified Payments	Monthly	100% of all unidentified payments are completely and accurately resolved within five (5) business days	100%
Payment Processing	Monthly	Per business day in which 100% of payments are processed within two (2) business days	100%
Accounting			
Customer Refunds Processed	Monthly	Per business day in which 100% of all refunds are not completely and accurately issued within five (5) business days	100%

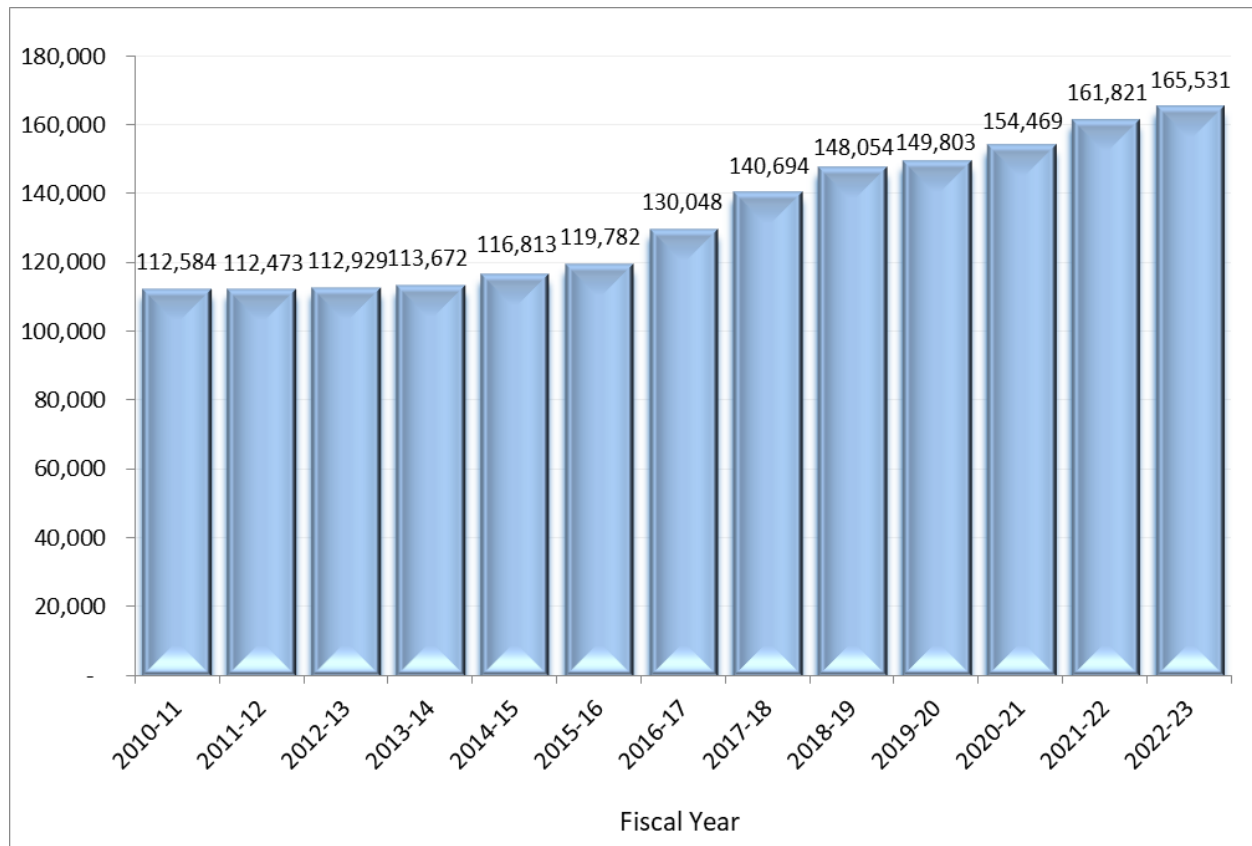
Key Performance Indicator for service level was not achieved due to staffing shrinkage due to illnesses. Cofiroute is mitigating this effort by recruiting additional staff members, reducing lunch hours, and utilizing supervisory staff to assist with answering customer calls.

JOINT AGENCY TRANSPONDER DISTRIBUTION

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

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

Number of Accounts by FY
As of December 31, 2022



AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 12, 2023
TO:	Toll Policy and Operations Committee
FROM:	Reinland Jones, Toll Technology Manager
THROUGH:	Jennifer Crosson, Toll Operations Director
SUBJECT:	Amend the Interstate 15 Express Lanes Project Toll Services Contract with Kapsch TrafficCom USA Inc. to Implement Dynamic Pricing on the 91 Express Lanes

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

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

BACKGROUND INFORMATION:

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

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

Dynamic pricing on the 91 Express Lanes is scheduled to be deployed in conjunction with the opening of the 15/91 Express Connector in late 2023. In order to achieve that schedule, staff has

worked with Kapsch to develop a scope of work and cost for the addition of the 91 Express Lanes to the existing dynamic pricing system and the addition of one traffic detection device in the southern segment of the 15 Express Lanes.

DISCUSSION:

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

The Kapsch work related to dynamic pricing is as follows:

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

Traffic Monitoring Devices

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

Integration of the Data

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

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

Additionally, as a part of this work Kapsch will be responsible for assigning the dynamically priced toll to each of the 91 Express Lanes toll transactions for processing to the user. As with the 15

Express Lanes, Kapsch will be responsible for the day-to-day operation of the dynamic pricing and any future updates or adjustments required.

On-road Price Signs

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

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

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

Table 1: Pricing Breakdown

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


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

RECOMMENDATION:

Staff recommends approval of Change Order No. 33 to amend the Toll Services Agreement between the Commission and Kapsch in the amount of \$3,191,086 with a contingency of \$223,559 with a total not to exceed of \$3,414,645. Further, authorization is requested for the Chair or Executive Director to execute the change order on behalf of the Commission.

FISCAL IMPACT:

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

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

Attachment: Draft Change Order No. 33



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

Change Order No. 33

Pursuant to: (check appropriate box)

- ☒ Written Change Notice No. _29_, dated _3/17/2023_, submitted by RCTC to TSP pursuant to Section 20.4.1 of the Contract
- ☐ TSP Change Request No. _____, dated _____, submitted by TSP to RCTC pursuant to Section 20.6 of the Contract
- ☐ Directive Letter No. _____, dated _____, submitted by RCTC to TSP pursuant to Section 20.3 of the Contract

Reference is made to that certain Toll Services Contract (Contract No. 16-31-043-00) dated 26 January 2017, by and between Riverside County Transportation Commission ("RCTC"), a public entity of the State of California ("RCTC"), and Kapsch TrafficCom USA, Inc., f/k/a Kapsch TrafficCom Transportation NA, Inc. ("Kapsch"), a corporation organized under the laws of Delaware ("TSP"), as amended, together with all Exhibits and prior amendments (the "Contract").

This Change Order amends the Contract.

Capitalized terms used, but not defined, in this Change Order have the meanings given in, and all Section and Exhibit references shall be to the Contract.

SECTION I – Narrative, Discussion of Additions, Deletions, Modifications to the Requirements of the Toll Services Contract

- A. Evaluation of Change including whether TSP considers any RCTC-Initiated Change to constitute a Change and the specific provision(s) of this Contract which permit a Change Order (Section 20.4.3(a)(i)):**

N/A – RCTC Initiated Change Order

- B. Overview of scope of Change (Section 20.4.3(a)(iii)). For detailed scope of Change, please complete the Change Response Price Form:**

All capitalized terms used in this Change Order No. 32 and not defined herein have the meanings given to such terms in the Toll Services Contract dated January 26, 2017 (as amended by this Change Order and the previous Change Orders), between the Riverside County Transportation Commission (“**RCTC**”) and Kapsch TrafficCom USA, Inc. (“**TSP**”) (together the “**Contract**”).

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

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

- C. Analysis of impact of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC’s toll operations (as applicable); (Section 20.4.3(a)(v)):**

N/A

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

N/A

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

N/A



SECTION II – Cost Impact(s)

A. Summary

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

- ☐ n/a¹ \$0.00 (“no cost”) Change Order.
- ☒ as a lump sum payment in accordance with the Statement of Work (Attachment 1A and 1B) for Technical specification updates - \$2,235,586.00.
- ☒ as a series of monthly payments in accordance with Attachment 1C thru 1I – DPE O&M – Price Sheet – Monthly Payments
- ☐ as an adjustment to Total O&M Years 1 and 2 Cost or Total O&M Years 3, 4 and 5 Cost
- ☐ as a Unit Price Change Order for increases or decreases in the Contract Price [not to exceed] / [in the amount of] _____ dollars (\$ _____))
- ☐ as a Time and Materials Change Order, [not to exceed _____ dollars (\$ _____)]
- ☐ as is set forth below, under Section II(B)([2] / [3]). ***[select the proper reference]***
- ☐ If more than one box has been checked, also check this box and summarize terms here:

Documentation supporting the Change Order is attached as Annex[es] _____ [through _____].

B. Special Considerations

1. Delay and disruption damages for Excusable Delay (Section 20.10). ☒ n/a

Compensation available for Change Orders are (only) extra Work Costs and delay Costs directly attributable to the proposed Change and exclude certain costs and expenses.

- Total extra Work Costs: \$ _____
- Total delay and disruption damages: \$ _____

¹ If \$0 (i.e., a “no cost” Change Order), leave remainder of Section II blank.



Discussion (if any):

2. Deductive RCTC Changes. ☒ n/a

If this Change Order is a deductive change

Net Cost² Savings attributable to the deductive change \$ _____

Amount due to RCTC attributable to the deductive Change (or which can be used by RCTC, in its sole discretion, to offset payment to TSP) \$ _____

Discussion (if any):

² When both additions and reductions are involved in any one Change Order, the adjustment shall be determined on the basis of net increase or decrease. TSP Margin will be allowed only for the net increase in labor Cost in order to establish the amount to be added to the Contract Price. In determining a deductive change order, any deduction will include the amount of TSP Margin and Audited Overhead which would have been payable on such amounts by RCTC in accordance with Section 20.

SECTION III – Completion Deadline Impacts (Applicable to All Change Orders)

The status of the CSC Commencement Deadline is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by [extending] / [accelerating] the date of the CSC Commencement Deadline by _____ calendar days to _____ calendar days prior to Revenue Service Commencement.

The status of the Revenue Service Commencement Deadline is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by [extending] / [accelerating] the date of the Revenue Service Deadline by _____ calendar days to _____ Days after the Package 4 Turnover Date.

The status of the total Float is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by this Change Order as follows:

If this Change Order is issued as a result of, or relating to, an Excusable Delay or a shortening time, TSP's Critical Path time impact delay analysis is attached as Annex _____ (Section 20.4.3(a)(vi)). ☒ n/a



**SECTION IV - (Reviewed and recommended agreed by TSP’s [Project Manager-D&D Work]
or [Project Manager-O&M Work])**

By: _____

Name: Jim Kirwin

Title: Project Manager

Date: _____

Comments:

SECTION V - (Reviewed and agreed by TSP)

The undersigned Authorized Representative of TSP hereby certifies, under penalty of perjury, as follows:

1. Sections I, II and III of this Change Order, including all Worksheets and Annexes, collectively represent a true, accurate and complete summary of all aspects of this Change Order.
2. The amounts of time and/or compensation set forth in this Change Order (a) are, in each case, justified as to entitlement and amount, (b) reflect all changes to compensation for and scheduling of the Project (inclusive of all Subcontractor and Supplier amounts, impacts), (c) is complete, accurate and current and (d), in each case, the amounts of time, if any, and/or compensation, if any, agreeable to, and is hereby agreed by, TSP.
3. This Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been and may be incurred, as a result of the event, occurrence or matter giving rise to this Change Order. This Change Order constitutes a full and complete settlement of all Losses, Claims, matters, issues and disputes existing as of the effective date of this Change Order, of whatever nature, kind or character relating to the event, occurrence or matter giving rise to this Change Order and the performance of any extra Work that this Change Order documents or relates, including all direct and indirect costs for services, equipment, manpower, materials, overhead, profit, financing, delay and disruption arising out of, or relating to, the issues set forth herein. TSP acknowledges that it shall not be entitled to assert any Claim for relief under the Contract for delay, disruption costs or any other adverse financial or Project Schedule impacts existing as of the effective date of this Change Order and arising out of, or relating to, the event, occurrence or matter giving rise to this Change Order or such extra Work.
4. If the foregoing Change Order includes claims of Subcontractors or Suppliers, TSP represents that authorized representatives of each Subcontractor and Supplier, if any, reviewed such claims, this Change Order and accept this Change Order as dispositive on the same, subject to separate Contract between TSP and each such Subcontractor and Supplier, as applicable. Furthermore, TSP has determined in good faith that such claims are justified as to both entitlement and amount.
5. The cost and pricing data forming the basis for the Change Order is complete, accurate and current, with specific reference to the California False Claims Act (Government Code section 12650 et. seq.) and the U.S. False Claims Act (31 USC § 3729 et seq.)
6. It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.
7. This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, Contracts or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written, other than the Contract, as amended in accordance with its terms.



8. This Change Order is binding upon, and shall insure to the benefit of, each of the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS, WHEREOF, TSP, intending to be legally bound, has executed this Change Order as of the date below.

TSP:
Kapsch TrafficCom USA, Inc.

Date: _____

By: _____
Name: Ray Cooper
Title: Vice President and General Manager,
Western Region Delivery and Operations



SECTION VI - (Reviewed and recommended by RCTC)

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

Comments:



SECTION VII - (Agreed by RCTC's Authorized Representative)

IN WITNESS WHEREOF, RCTC, intending to be legally bound, has executed this Change Order as of the date first written above.

Date: _____

(the effective date of this Change Order)

RCTC

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

By: _____

Name: Anne Mayer

Title: Executive Director

ATTACHMENT 1 **SCOPE OF WORK**

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

Phase 1 – Microwave Vehicle Detector installation

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

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

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

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

List of documentation deliverables Kapsch will update:

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

List of new documentation deliverables Kapsch will develop:

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

Proposed Payment Terms:

Refer to Attachment 1A for payment.

15% Upon execution of the Change Order

25% Upon purchase of addition MVDs and associated hardware.

30% Upon installation completion of the MVDS units.

15% Upon RCTC approval of documentation deliverables listed above.

15% Upon RCTC approval of the Commissioning Test Report

Phase 2 – Dynamic Pricing Development

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

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

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

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

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

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

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

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

List of documentation deliverables Kapsch will update:

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

List of new documentation deliverables Kapsch will develop:

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

Assumptions:

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

Proposed Payment Terms:

Refer to Attachment 1B for payment.

15% Upon execution of the Change Order

35% Upon Acceptance of vFAT Test Report

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

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

Phase 3 Dynamic Pricing Operations and Maintenance

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

ATTACHMENT 1A
MICROWAVE DETECTION INSTALLATION AND INTEGRATION
TOTAL COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 12, 2023
TO:	Toll Policy and Operations Committee
FROM:	Andrew Hedy, Toll Systems Engineer
THROUGH:	Reinland Jones, Toll Technology Manager
SUBJECT:	Express Lanes Intelligent Transportation Systems Poles Project

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action:

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

BACKGROUND INFORMATION:

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

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

The 15 Express Lanes has traffic monitoring devices to collect data used by the 15 Express Lanes dynamic pricing system. After two years of operation, it has been determined that the placement of traffic monitoring devices on 60-foot poles is effective. The placement of the monitoring devices for the 15 Express Lanes has been effective at determining traffic density in 7 of the 8 tolled segments of the 15 Express Lanes. The southernmost segment of the 15 Express Lanes experiences high density traffic during peak periods. Staff has determined that an additional traffic detector in this segment would improve the setting of tolls in this segment.

DISCUSSION:

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

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

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

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

Procurement Process

On February 8, 2023, the Commission advertised Invitation for Bids (IFB) No. 23-31-049-00 for the Express Lanes Intelligent Transportation Systems Poles Project. A public notice was advertised in the *Press Enterprise*, and the complete IFB, including all contract documents was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Electronic mail messages were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. Thirty-nine (39) firms downloaded the IFB. 5 were located in Riverside County. A pre-bid conference was held on February 15, 2023, five bids were received and publicly opened. A summary of the bids received is shown in Table 1.

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

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

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

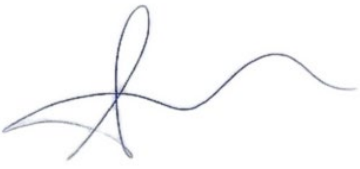
The 15 percent contingency amount is requested because the IFB was released with 95 percent PS&E plans and not approved 100 percent PS&E plans. The requested contingency is to cover any change orders as a result of the approved 100 percent PS&E plans in addition to unforeseen site conditions encountered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

RECOMMENDATION:

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

FISCAL IMPACT:

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

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

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

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

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

1. PARTIES AND DATE.

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

2. RECITALS.

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

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

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

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

3. TERMS

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

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

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

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

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

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

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

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

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

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

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

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

3.5 Control and Payment of Subordinates; Contractual Relationship. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social

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

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

3.7 Compensation and Payment.

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

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

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

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

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

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

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

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

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

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

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

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

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

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

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

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

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

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

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

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

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

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

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

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

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

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

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing

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

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Commission in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Contractor shall be solely responsible for all costs arising therefrom. Commission is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of Commission are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold Commission, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

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

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

3.10 Claims; Government Code Claim Compliance.

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

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

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

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

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

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.12 Indemnification.

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

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Commission's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Commission or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission for the cost of any settlement paid by Commission or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Commission and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

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

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

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

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

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

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

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

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

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

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its officials, employees, agents and authorized volunteers.

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

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. Contractor shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Commission guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

3.13.7 Verification of Coverage. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Commission. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission

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

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

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

3.14 Bond Requirements.

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

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

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

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

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

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

3.16 Employee/Labor Certifications.

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

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.17 General Provisions.

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

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

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

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

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

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

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

CONTRACTOR:

International Line Builders, Inc.
Dba ILB Electric
3955 Temescal Canyon Road
Corona, CA 92883
Attn: Curt Rusick

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

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

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

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

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

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

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

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Commission shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

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

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

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

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

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

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

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

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

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

INTERNATIONAL LINE BUILDERS, INC.

By: _____
Anne Mayer
Executive Director

By: _____

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
General Counsel

EXHIBIT "A"

SCOPE OF WORK / SCHEDULE

SCOPE OF WORK

Introduction

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

Description of Work

Permits:

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

Caltrans Encroachment Permits from District 8

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

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

Site preparation:

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

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

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

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

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

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

Installation of High Mast ITS Poles:

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

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

Maintenance of Traffic:

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

Restoration of Sites:

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

Contractor Deliverables

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

4. Traffic Control Plans

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

SCHEDULE

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

EXHIBIT “B”
ITS POLE PLANS
(UNDER SEPARATE COVER)

DRAFT

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

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

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

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

ARTICLE 3. UMBRELLA/EXCESS LIABILITY POLICY REQUIREMENT

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

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

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

INTERNATIONAL LINE BUILDERS, INC.

By:

Signature

Name (Print)

Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

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

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

DRAFT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Commission in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Commission, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Commission, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Commission from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Commission's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Commission to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Commission's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Commission, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Commission under the Contract and any modification thereto, less any amount previously paid by the Commission to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Commission to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Commission under the Contract and any modification thereto, less any amount previously paid by the Commission to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Commission may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Commission, when declaring the Contractor in default, notifies Surety of the Commission's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Riverside County Transportation Commission (hereinafter designated as the "Commission"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Commission in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Commission and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 12, 2023
TO:	Toll Policy and Operations Committee
FROM:	Reinland Jones, Toll Technology Manager
THROUGH:	Jennifer Crosson, Toll Operations Director
SUBJECT:	Express Lanes Channelizer Agreement

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 23-31-053-00 to Statewide Traffic Safety and Signs for channelizers for the express lanes for a one-year term in the amount of \$215,173, plus a contingency amount of \$32,276, for a total amount not to exceed \$247,449;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute purchase orders to the vendor under the terms of the agreement.

BACKGROUND INFORMATION:

The Commission maintains the 91 Express Lanes and 15 Express Lanes which includes the channelizers that provide a barrier between the general-purpose lanes and the express lanes. The channelizers reduce the opportunity for vehicles to enter or exit the express lanes in areas where they are not permitted and thus reduces the opportunity for evasion of the toll and disruption to the flow of traffic in both the express lanes and general-purpose lanes. Damaged or missing channelizers are replaced by Caltrans while performing routine maintenance of the express lanes.

Caltrans replaces, on average, 6,500 channelizers each year while performing routine maintenance of the express lanes. The Commission currently has a three-month supply of channelizer inventory. The Commission is currently purchasing channelizers through an agreement with Statewide Traffic Safety and Signs (Statewide) which expires April 18, 2023, a new channelizer purchase agreement is required. Statewide was awarded the current contract in response to a competitive low bid in 2022.

The Commission has used various types of channelizers over the course of the express lanes' operation. Both staff and Caltrans have evaluated the durability and safety of the currently used UR channelizers and determined that the UR channelizer is durable and is an approved Caltrans material.

Procurement Process

IFB No. 23-31-053-00 for 6,500 UR channelizers was released by staff on February 23, 2023. The Commission received three bids. With each IFB issued, a public notice was advertised in the *Press Enterprise* and the IFB was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 210 firms. Three vendors submitted electronic bids.

The Commission received three bids: Statewide, located in Riverside, California; Synergy Traffic Control, Inc. located in Gardena, California; and Technology International, Inc. located in Lake Mary, Florida. The cost summary of each bid is shown in Table 1. The unit price for the channelizer includes the cost of the channelizer, the base of the channelizer, and sales tax. The per unit cost for a UR channelizer with the lowest bidder, Statewide, is nine cents more expensive than the current contract with Statewide. Statewide is a reputable provider of channelizers and has been providing the Commission with channelizers reliably.

Table 1 –Bids


	Proposer Name	Total Bid Price	Per Unit Price
1	Statewide Safety Systems	\$215,172.75	\$33.10
2	Synergy Traffic Control	\$293,565.19	\$45.16
3	Technology International	\$318,871.31	\$49.06

RECOMMENDATION:

The channelizers are an integral part of maintaining the safety and integrity of the express lanes toll systems and traffic operations; therefore, staff recommends award of Agreement No. 23-31-053-00 to Statewide Traffic Safety and Signs for channelizers for the 91 Express Lanes and 15 Express Lanes for a one-year term in the amount of \$215,173, plus a contingency amount of \$32,276, for a total amount not to exceed \$247,449.

FISCAL IMPACT:

The Fiscal Year 2022/23 and FY 2023/24 budget includes the required amount for channelizer purchases. The funding source is both I-15 and SR-91 toll revenue.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2022/23 FY 2023/24	Amount:	\$50,000 \$197,449
Source of Funds:	Toll Revenues			Budget Adjustment:	N/A
GL/Project Accounting No.:	009199 73305 00000 0000 591 31 73301			\$148,469	
	001599 73305 00000 0000 515 31 73301			\$98,980	
Fiscal Procedures Approved:				Date:	03/30/2023

Attachment: Draft Agreement No. 23-31-053-00 with Statewide Traffic Safety and Signs

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
EQUIPMENT PURCHASE AGREEMENT
FOR CHANNELIZERS
WITH STATEWIDE TRAFFIC SAFETY AND SIGNS, INC.**

This Equipment Purchase Agreement ("Agreement") is entered into this _____ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission"), and STATEWIDE TRAFFIC SAFETY AND SIGNS, INC., a Delaware Corporation ("Contractor"). Commission and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

A. "Equipment" means all equipment, items, parts, materials, labor or other services, including design, and engineering services, provided by Contractor as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Equipment is to be delivered to Commission, ready for approval, testing and/or use as specified in Exhibit "B."

C. "Purchase Order" means an order issued by Commission, which shall be subject to and fulfilled by Contractor in accordance with all terms and conditions of this Agreement.

Section 2. TERM.

The term of this Agreement shall be one (1) year, commencing on the date first set forth above.

Section 3. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without Commission's written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 3 will be deemed to be defective material for purposes of Section 5. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, Commission will decide the question of equality. When requested by Commission, Contractor will furnish Commission with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at Commission's request.

Section 4. INSPECTIONS AND TESTS.

Commission shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, Commission may reject the Equipment or exercise any of its rights under Section 5.B. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair Commission's right to reject nonconforming goods, irrespective of Commission's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 5. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and Commission, from the date of acceptance of the Equipment by Commission. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards. The warranty shall not apply to Equipment damaged by drivers.

B. For any breach of the warranties contained in Section 5.A, Contractor will, immediately after receiving notice from Commission, at the option of Commission, and at Contractor's own expense and without cost to Commission:

1. Replace the defective Equipment with conforming Equipment, F.O.B. Commission's plant, office or other location of Commission where the Equipment was originally performed or delivered; or
2. Repay to Commission the purchase price of the defective Equipment.

If Commission selects replacement, any defects will be remedied without cost to Commission, including but not limited to, the costs of removal, and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above.

C. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold Commission harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

D. In the event of a breach by Contractor of its obligations under this Section 5,

Commission will not be limited to the remedies set forth in this Section 5, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to Commission under the California Commercial Code.

Section 6. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of Commission. No extra charges of any kind will be allowed unless specifically agreed to in writing by Commission's authorized representative. The prices specified in Exhibit "C" include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment; and (ii) all charges for packing, freight and transportation to destination.

The total amount payable by Commission for all Purchase Orders under this Agreement shall not exceed a cumulative maximum total value of Two Hundred Fifteen Thousand One Hundred Seventy Two Dollars and Seventy Five Cents (\$215,172.75). It is understood and agreed that there is no guarantee, either expressed or implied that Purchase Orders in this dollar amount will be authorized under this Agreement. The total amount payable per Purchase Order shall be as set forth in the relevant Purchase Order.

Section 7. CHANGES.

Commission, at any time, by a written order, may make changes in the Equipment, including but not limited to, Commission's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between Commission and Contractor and such change will be authorized by a change order document signed by Commission and accepted by Contractor.

Section 8. PAYMENTS.

- A. Terms of payment for each Purchase Order, are net thirty (30) days, less any applicable credits, or after receipt of invoice. Contractor shall invoice in accordance to the delivery schedule but not more frequently than each billing period. Final payment shall be made by Commission after Contractor has satisfied all contractual requirements for a Purchase Order. Payment of invoices shall not constitute acceptance of Devices.
- B. No Equipment shall be delivered, and no payment made by Commission therefor, unless authorized by a Purchase Order. All Purchase Orders shall be subject to and fulfilled by Contractor in accordance with all terms and conditions of this Agreement.
- C. Payments otherwise due may be withheld by Commission on account of defective Equipment not timely replaced in accordance with the warranty

provisions, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect Commission against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, Commission may remove them at Contractor's expense.

Section 9. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify Commission in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that Commission can maximize the efficient completion of such project(s).

Section 10. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to Commission written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 11. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of Commission. Contractor shall have no power or authority by this Agreement to bind Commission in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of Commission. Commission shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 12. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain Commission's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 15.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to Commission, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind Commission.

Section 13. TITLE AND RISK OF LOSS.

Unless otherwise agreed, Commission will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on Commission property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of Commission. Notwithstanding the foregoing, in the event that the Commission has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then Commission shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or Commission has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 14. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the Commission.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Commission and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission, its officials, officers, employees, agents or volunteers.

Section 15. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give Commission, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Commission or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the Commission, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

D. Evidence of Insurance. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Commission. All certificates and endorsements must be received and approved by the Commission before delivery commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 16. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in

any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold Commission harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 17. TERMINATION OF AGREEMENT OR PURCHASE ORDER BY COMMISSION.

- A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under this Agreement or any Purchase Order, Commission may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event Commission may obtain the Equipment by whatever method it may deem expedient, including the hiring of another Contractor or other contractors. In such case Contractor will not be entitled to receive any further payments, other than for Equipment delivered and accepted prior to termination.. If Commission's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the relevant Purchase Order, Contractor will be liable for and will pay the difference to Commission.
- B. Commission may, for its own convenience, terminate this Agreement at any time, provided that no Purchase Order is outstanding at the time of such termination. Such termination will be effective in the manner specified in such notice.
- C. Termination of this Agreement for convenience or cause shall be without prejudice to any claims which Commission may have against Contractor.

Section 18. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

COMMISSION:

Riverside County Transportation
Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

CONTRACTOR:

Statewide Traffic Safety and
Signs, Inc.
[Address]
Attn: [Name]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the Commission, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the Commission under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the Commission.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

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

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

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

L. Commission's Right to Employ Other Contractors. Commission reserves its right to employ other contractors in connection with the Equipment.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

N. Piggybacking. The Orange County Transportation Authority ("OCTA") shall have the right, in its discretion, to utilize this Agreement for its own purchases during the term hereof, and Contractor has agreed to extend the terms of this Agreement to OCTA. This provision in no way commits OCTA to make any purchase under this Agreement. Any purchases made by OCTA pursuant to the terms of this Agreement shall be transactions between OCTA and Contractor, and Commission shall have no responsibility or liability whatsoever for any such purchases.

O. Conflicting Provisions. In the event of any conflict between the terms of this Agreement and any exhibit or attachment hereto, the terms of this Agreement shall govern.

P. Electronically Submitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR EQUIPMENT PURCHASE AGREEMENT
BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND [_____]
AGREEMENT NO. _____**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**STATEWIDE TRAFFIC SAFETY AND
SIGNS, INC.**

By: _____
Anne Mayer, Executive Director

By: _____

Its: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

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”
EQUIPMENT SPECIFICATIONS

8FG336WHTUR350 – FG300 36” Length White UR (Urethane) Post with 1ea. 3”x12” Strip of AR 1000 White Vertically Placed with an 800BASE100 – FG300 Black Base.

**EXHIBIT “B”
DELIVERY SCHEDULE**

DELIVERY:

Equipment shall be delivered to Corona, CA 92879.

[Additional details to be inserted from Bid Documents]

**Exhibit “C”
FEE SCHEDULE**

NAME OF CONTRACTOR: _____

By executing this Agreement, the Contractor certifies and agrees that it has read and examined the Equipment Purchase Agreement documents, including all specifications and all exhibits for the following:

The purchase and delivery of the _____ as set forth in Exhibit “A” and “B.”

The Contractor agrees to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required under the Agreement for the following TOTAL PRICE:

[FEE SCHEDULE FROM BID DOCUMENTS TO BE INSERTED]

AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	April 12, 2023
TO:	Toll Policy and Operations Committee
FROM:	Lisa Mobley, Administrative Services Director/Clerk of the Board
THROUGH:	Aaron Hake, Deputy Executive Director
SUBJECT:	Election of Officers

STAFF RECOMMENDATION:

This item is for the Toll Policy and Operations Committee to conduct an election of officers for 2023 – Chair and Vice Chair.

BACKGROUND INFORMATION:

At its April 11, 2018 Executive Committee meeting, the Executive Committee approved the formation of a standing Toll Policy and Operations Committee.

Subject to supervision by the Commission, the jurisdiction of the Toll Policy and Operations Committee shall be as follows: 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.

This committee meets on an as needed basis. Membership shall be comprised of up to 11 regular members of the Commission selected by the Chair.

The election of officers for the full Commission and its Committees are held on an annual basis. Commissioners Ben Benoit was elected as Chair and Michael Vargas was elected as Vice Chair as the Toll Policy and Operations Committee's officers in February 2022.

Once the election has been conducted, the new Chair and Vice Chair will immediately be seated in their new positions.

Past Chair of the Toll Policy and Operations Committee are as follows:

2019 – Brian Berkson, City of Jurupa Valley
2020 – Brian Berkson, City of Jurupa Valley
2021 – Lloyd White, City of Beaumont
2022 – Ben Benoit, City of Wildomar