



MEETING AGENDA

TIME/DATE: **9:30 a.m. / Wednesday, November 13, 2024**

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

TELECONFERENCE SITES: **COUNCIL CHAMBER CONFERENCE ROOM
City of Palm Desert
73510 Fred Waring Drive, Palm Desert**

**LARGE CONFERENCE ROOM
French Valley Airport
37600 Sky Canyon Drive, Murrieta**

COMMISSIONERS

Chair – Lloyd White
Vice Chair – Karen Spiegel
Second Vice Chair – Raymond Gregory

Kevin Jeffries, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Yxstian Gutierrez, County of Riverside, District 5
David Happe / Rick Minjares, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Wendy Hewitt, City of Calimesa
Jeremy Smith / Jennifer Dain, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Steven Hernandez / Stephanie Virgen, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Russell Betts, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Malcolm Lilienthal, City of Hemet
Dana Reed / Ty Peabody, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bill Zimmerman / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lori Stone, City of Murrieta
Berwin Hanna / Katherine Aleman, City of Norco
Jan Harnik / Kathleen Kelly, City of Palm Desert
Lisa Middleton / Grace Garner, City of Palm Springs
Michael M. Vargas / Rita Rogers, City of Perris
To Be Appointed / Lynn Mallotto, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Valerie Vandever / Alonso Ledezma, City of San Jacinto
James Stewart / Brenden Kalfus, City of Temecula
Joseph Morabito / Ashlee DePhillippo, City of Wildomar
Catalino Pining, Governor's Appointee Caltrans District 8

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

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

9:30 a.m.

Wednesday, November 13, 2024

Board Room

**County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside, CA**

TELECONFERENCE SITES

COUNCIL CHAMBER CONFERENCE ROOM

City of Palm Desert

73510 Fred Waring Drive, Palm Desert, CA

LARGE CONFERENCE ROOM

French Valley Airport

37600 Sky Canyon Drive, Murrieta, CA

This meeting is being conducted in person as well as via teleconference. Please visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to November 12, 2024, and your comments will be made part of the official record of proceedings.

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

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

be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.

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

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

6. 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 – OCTOBER 9, 2024

Page 1

6B. SINGLE SIGNATURE AUTHORITY REPORT

Page 16

Overview

This item is for the Commission to:

- 1) Receive and file the Single Signature Authority report for the first quarter ended September 30, 2024.

6C. QUARTERLY SALES TAX ANALYSIS

Page 18

Overview

This item is for the Commission to:

- 1) Receive and file the sales tax analysis for Quarter 2, 2024 (2Q 2024).

6D. MONTHLY INVESTMENT REPORT

Page 27

Overview

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended September 30, 2024.

6E. 15 EXPRESS LANES MONTHLY STATUS REPORTS

Page 30

Overview

This item is for the Commission to:

- 1) Receive and file the 15 Express Lanes Monthly Reports for April, May, June and July 2024.

6F. 91 EXPRESS LANES MONTHLY STATUS REPORTS

Page 67

Overview

This item is for the Commission to:

- 1) Receive and file the 91 Express Lanes monthly reports for April, May, June and July 2024.

6G. ON-CALL PAVEMENT MAINTENANCE SERVICES FOR THE EXPRESS LANES FACILITIES

Page 134

Overview

This item is for the Commission to:

- 1) Award Agreement No. 24-31-089-00 to Granite Construction Company for the on-call pavement maintenance services for the Express Lanes Facilities for a six-year term in the amount of \$5,300,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

6H. 91 EXPRESS LANES MEDIAN BARRIER WALL REPLACEMENT

Page 199

Overview

This item is for the Commission to:

- 1) Award Agreement No. 25-31-002-00 to Splice Construction Co for the 91 Express Lanes median barrier wall replacement in the amount of \$214,270, plus a contingency amount of \$35,000, for a total amount not to exceed \$249,270;
- 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.

6I. RESOLUTION TO AMEND THE APPENDIX OF THE CONFLICT OF INTEREST CODE

Page 208

Overview

This item is for the Commission to:

- 1) Adopt Resolution No. 24-019, *“Resolution of the Riverside County Transportation Commission Amending the Appendix of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974”*.

7. AGREEMENT FOR RAILROAD RIGHT OF WAY PROPERTY MAINTENANCE SERVICES

Page 218

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 22-33-014-01, Amendment No. 1 to Agreement No. 22-33-014-00, with Joshua Grading & Excavating, Inc. for property maintenance services of Commission-owned railroad right of way (ROW) property for an additional amount of \$2,860,000, and a total amount not to exceed \$7,160,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.

8. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 224

Overview

This item is for the Commission to:

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

9. PROPOSED 2025 COMMISSION/COMMITTEE MEETING SCHEDULE

Page 228

Overview

This item is for the Commission to:

- 1) Provide direction on summer scheduling; and
- 2) Adopt its 2025 Commission/Committee Meeting Schedule.

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

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

13. CLOSED SESSION

13A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 possible case

14. ADJOURNMENT

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, December 11, 2024.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, October 9, 2024

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Lloyd White at 9:32 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and the Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563. For public comment visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip.

2. ROLL CALL

Commissioners/Alternates Present

Brian Berkson
Ulises Cabrera
Chuck Conder
Joseph DeConinck**
Waymond Fermon**
Kathleen Fitzpatrick**
Raymond Gregory
Yxstian Gutierrez
Berwin Hanna
Jan Harnik**
Kevin Jeffries
Linda Krupa*
Bob Magee
Lynn Mallotto
Scott Matas**
Linda Molina***

Lisa Middleton
Joseph Morabito*
Catalino Pining
Dana Reed**
Jeremy Smith
Wes Speake
Karen Spiegel
Valerie Vandever
Michael M. Vargas
Cindy Warren*
Lloyd White
Bill Zimmerman*

Commissioners Absent

David Happe
Steven Hernandez
Clint Lorimore
V. Manuel Perez
James Stewart
Chuck Washington

*Joined the meeting at French Valley.

**Joined the meeting at Palm Desert.

***Joined after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Chair White led the Commission in a flag salute.

At this time, Commissioner Linda Molina joined the meeting.

4. PUBLIC COMMENTS

Cathy Fraser, a San Jacinto resident, stated the State Route 79 Realignment project is important. It will make huge improvements in the flow of traffic that will end up saving lives and take the heavy traffic away from the populated areas and keep it on a main road, it will attract businesses due to the improved flow of traffic, it will connect Interstate 10 with I-15 and have the added benefit of less air and noise pollution in that area. She hopes in the next 20 years they see the SR-79 Realignment project done.

Bob Buster, a Riverside resident, stated Metrolink riders, UC Riverside, two schools, and the adjacent communities remain in danger due to existing and potential freight train hazards along the Perris Valley Line (PVL). RCTC should ban styrene on the PVL and reduce the extreme risks on the Box Springs grade. He discussed how a tanker car emitting toxic styrene smoke on the PVL shut down Metrolink and I-215 two years ago. How could styrene and its regular shipment to an adjacent resin plant not have been disclosed in the 2011 environmental impact report. Joint BNSF use should have been renegotiated before passenger service began to block styrene on the line and relocate or buy out any plant using it. The County proposes more warehouses on 1300 acres next to the resin plant that is likely to create a chemical plant cluster adding to hazardous rail shipments and endangering more Metrolink passengers.

Debbie Walsh, representing the Rural Association of Mead Valley, displayed a map of the Industrial Corridor and stated the resin factory is located off Seaton Avenue and Rider Street. She displayed some photos of its location and noted they will be putting numerous warehouses surrounding it that are now habitat land. She discussed the weeds that are surrounding the resin factory, there has been several fires going right up to the fence line, the tanker cars by Oleander Avenue have weeds surrounding them and trees hanging on top of them, there are logistics trucks parked on Oleander Avenue in front of the fire hydrants, there is no weed abatement, and there is this huge resin factory nobody seems to be aware of.

Brad Anderson, Rancho Mirage resident, expressed concern for splitting this Commission with several remote meeting locations including the location in Riverside. He understands that premise of the meeting being divided but the public good is not being served because of it as the public speakers that just spoke, they could not gauge a response of the members that are participating at the Palm Desert location. It is great for the public, but the Commissioners need to be at one location in the boundaries of their region which is Riverside County.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. PUBLIC HEARING – ADOPT FIVE RESOLUTIONS OF NECESSITY FOR THE ACQUISITION OF VARIOUS INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTIES, BY EMINENT DOMAIN, FOR THE MID COUNTY PARKWAY RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT, IN RIVERSIDE COUNTY, CALIFORNIA

At this time, Chair White opened the public hearing. Chair White called on legal counsel to explain the nature and scope of the hearing.

Steve DeBaun, Legal Counsel, stated the purpose of this item is for the Board to consider adoption of a resolution of necessity to acquire the properties listed on the agenda. As part of the resolution of necessity the Board will be asked to make the following findings and he listed the findings. The resolution of necessity needs to be adopted by a 2/3 vote of the total membership of the Commission.

Lisa Mobley, Administrative Services Director/Clerk of the Board, confirmed that she does have the proof of mailings of the notices of the public hearing. There was one written objection from Charles Cummings representing Boersma Dairy and Eric and Dena Boersma and a copy of that letter has been provided to the Commissioners at the Dais.

Hector Casillas, Right of Way Manager, noted the design engineer from Jacobs, the right of way (ROW) consultant from TranSystems, and the Commission's eminent domain legal counsel are here if there are questions. He presented background information for the MCP3 Project and the resolutions of necessity for adoption for properties needed for the MCP3 Project, highlighting the following areas:

- Commission guidance:
 - ✓ The property interests are required for a public purpose;
 - ✓ The offer of just compensation was for the full appraised value;
 - ✓ The commission uses eminent domain as a last resort;
 - ✓ Staff will continue negotiations;
- The Commission is requested to make the following findings:
 - ✓ The public interest and necessity require the proposed project;
 - ✓ The project is planned or located in a manner that will be the most compatible with the greatest public good and the least private injury;
 - ✓ The real property to be acquired is necessary for the project; and
 - ✓ The offer of just compensation has been made to the property owner;
- An ariel view of the parcel locations in the project and provided basic information of the MCP3 Project;
- Parcel information – Staff removed Resolution No. 24-009 related to the Boersma property after the interest was removed from the project;
- Offers of just compensation;
- Contact summary;
- Aerial exhibits for each of the parcel locations;

- District condemnation evaluation meeting and condemnation panel review meeting

Chair White asked if the owners or owners' representatives wanted to speak. There were no requests to speak.

In response to Vice Chair Karen Spiegel's question if the opposition letter received explained what their reasoning was, Guillermo Frias, Legal Counsel, replied they did receive the opposition letter for Boersma but that has been removed from the matters to be considered today.

Chair White clarified the only opposition letter was for the one that has been removed.

Guillermo Frias replied correct RCTC staff, legal counsel, and the opposing counsel went out there last week met with the property owner it was determined the acquisition was not needed for the project and listened to the property owners' concerns.

Commissioner Dana Reed moved staff recommendation and Commissioner Wes Speake seconded the motion.

Second Vice Chair Raymond Gregory referred to the Atay et al. property slide and clarified it was a substantial amount of property to be acquired for a bridge that needs to go over the river. Hector Casillas replied correct.

Second Vice Chair Gregory stated it looks like that proposed acquisition consumes a large portion of at least one of those properties, during their negotiations do they discuss with the owners whether that would necessitate the Commission buying the entire property.

Hector Casillas replied that their appraisals do look at that. The offer is based on the partial acquisition as that is what the Commissions need is but during the discussions if the owner brings up that this is an economic remnant to them then the Commission and their policies and procedures allow them to acquire the entire property and can make an offer.

Commissioner Yxstian Gutierrez stated he is in full support of this as it is needed for the MCP3 Project and if there has not been a motion he would like to move if there are no more comments.

Chair White stated they have a motion and a second. Chair White closed the public hearing.

M/S/C (Reed/Speake) to:

- 1) Conduct a hearing to consider the adoption of Resolutions of Necessity, including providing all parties interested in the affected properties and**

- their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolutions of Necessity;
- 2) **Make the following findings as hereinafter described in this report:**
 - a) **The public interest and necessity require the proposed project;**
 - b) **The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;**
 - c) **The real properties to be acquired are necessary for the project; and**
 - d) **The offers of just compensation have been made to the property owners;**
 - 3) **Adopt Resolution of Necessity No. 24-010/RCPN 1234 described as *“Adoption of a Resolution of Necessity for the Acquisition of Eight (8) Partial Fee Interests and Four (4) Temporary Construction Easement Interests in portions of Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Numbers 308-140-003, 308-150-005, 308-190-006, 308-190-009, 308-190-010, 308-190-011 and 308-190-012, for Mid County Parkway Ramona Expressway Construction Contract 3 Project (MCP3), in Riverside County, California”;***
 - 4) **Adopt Resolution of Necessity No. 24-011/RCPNs 1232 & 1245 described as *“Adoption of a Resolution of Necessity for the Acquisition of Three (3) Partial Fee Interests and Two (2) Temporary Construction Easement Interests in Portions of Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Numbers 425-110-014, 425-110-015, and 426-060-022, for the Mid County Parkway Ramona Expressway Construction Contract 3 Project (MCP3), in Riverside County, California”;***
 - 5) **Adopt Resolution of Necessity No. 24-012/RCPN 1229 described as *“Adoption of a Resolution of Necessity for the Acquisition of Three (3) Partial Fee Interests in portions of Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Numbers 308-150-003, 308-150-004 and 426-020-006, for the Mid County Parkway Ramona Expressway Construction Contract 3 Project (MCP3), in Riverside County, California”;* and**
 - 6) **Adopt Resolution of Necessity No. 24-016/RCPNs 1237, 1238 & 1240 described as *“Adoption of a Resolution of Necessity for the Acquisition of one (1) Partial Fee Interest and seven (7) Temporary Construction Easement Interests in portions of Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Numbers 425-120-002; 425-120-011; 425-140-011; 425-140-006; 425-140-007; 425-160-002; 426-150-017 and 426-150-020 , for the Mid County Parkway Ramona Expressway Construction Contract 3 Project (MCP3), in Riverside County, California”.***

7. PUBLIC HEARING – ADOPT TWO RESOLUTIONS OF NECESSITY FOR THE ACQUISITION OF VARIOUS INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTIES, BY EMINENT DOMAIN, FOR THE STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PHASE II PROJECT, IN THE CITY OF BEAUMONT, IN RIVERSIDE COUNTY, CALIFORNIA

At this time, Chair White opened the public hearing. Chair White called on legal counsel to explain the nature and scope of the hearing.

Steve DeBaun stated the purpose of this item is for the Board to consider adoption of a resolution of necessity to acquire the properties listed on the agenda. As part of the resolution of necessity the Board will be asked to make the following findings and he listed the findings. The resolution of necessity needs to be adopted by a 2/3 vote of the total membership of the Commission.

Lisa Mobley confirmed that she does have the proof of mailings of the notices of the public hearing. There were no written objections received.

Hector Casillas stated the design engineer from Mark Thomas, ROW consultant from Epic Land Solutions, and the Commission's eminent domain legal counsel are here if there are questions. He presented the resolutions of necessity for adoption for properties needed for SR-60/Potrero Boulevard Phase II Project, highlighting the following:

- The Commission is requested to make the following findings:
 - ✓ The public interest and necessity require the proposed project;
 - ✓ The project is planned or located in a manner that will be the most compatible with the greatest public good and the least private injury;
 - ✓ The real property to be acquired is necessary for the project; and
 - ✓ The offer of just compensation has been made to the property owner;
- A map of the SR-60/Potrero Boulevard Phase I and Phase II and provided basic information of the Project;
- Parcel information;
- Offers of just compensation;
- Contact summary;
- Aerial exhibits for each of the parcel locations;
- District condemnation evaluation meeting and condemnation panel review meeting

Chair White asked if the owners or owners' representatives wanted to speak. There were no requests to speak.

In response to Vice Chair Spiegel's question based on the contact summary slide when an email is listed that means they received a response back on the email, Hector Casillas

replied no that is where the unsuccessful contact would have applied if staff did not receive a response to that email.

Vice Chair Spiegel clarified the number indicated on the emails means staff received responses back from all those other emails it is just the unsuccessful contacts are the only two and there are not just messages left. Hector Casillas replied correct.

Commissioner Jan Harnik stated when they look at that interchange and understands it is necessary given the abundant growth in Beaumont, they just finished the SR-60 Truck Lanes Project, they will probably have to do the same to SR-60 on the other side going west and asked if the design of that interchange is compatible with the widening of SR-60 to the west.

Erik Galloway, Project Delivery Director, replied he believes they are accommodating for the ROW for Caltrans but will have to confirm it and get back to the Commissioners.

Commissioner Reed asked if they could conditionally approve this because Commissioner Harnik's point is well taken if it is not designed for the future. How does the Commission want to achieve what needs to be achieved without ignoring Commissioner Harnik's concern as he is not prepared to support it until the questions have been answered.

Aaron Hake stated this project is in the Trade Corridor Enhancement Program for the California Transportation Commission it was awarded state funds since it improves the flow of trade along this corridor. RCTC took over this project about a year ago from the city of Beaumont at the city's request to deliver it on time for the \$33 million in funding they had received. RCTC has been in consultation with Caltrans and are almost done with the design. If they do not adopt this resolution of necessity, they are at risk of losing \$33 million if they cannot meet the schedule. In RCTC's adopted Traffic Relief Plan (TRP) I-10/SR-60 interchange is in there but they did not identify this area of SR-60 for additional widening in the TRP so there is no active plan to widen this section of SR-60.

Chair White stated the city of Beaumont has gone through many hoops over the last few years to get the funding and \$33 million is only a portion of what is needed. As a city they have invested a lot of time, money, and effort into this their biggest concern as Aaron Hake mentioned was the timing of getting this done is important and if this is going to possibly hold up the timing, they are in a position not to receive the \$33 million which would be disastrous for the city. This project is going to open the westside of Beaumont in a way that is going to make a lot of people happy.

Second Vice Chair Gregory stated it is always smart to be looking at the design for the future but today the Commissioners are looking at the ROW that is needed for this project and getting the necessary resolutions to get the property the Commission needs for this project and for that reason he will be supporting this.

Aaron Hake clarified this is Phase II of this interchange project the city of Beaumont delivered the bridge over the freeway that is the critical piece if they are going to widen the freeway. RCTC is helping build as part of this project the ramps that connect to the freeway so if there would be widening, they may have to adjust the ramps, but it is the bridge that controls on a project like this.

Vice Chair Spiegel appreciated Commissioner Harnik's comment but if it is not in the TRP it is very hard to say this may happen the TRP is their guideline they have offered many opportunities for people to put projects in that plan for the Commission to consider.

Commissioner Harnik appreciated Aaron Hake's comments though she does want to address the issue of whether it is in the TRP as they have to be flexible, they did not see Beaumont's growth at the rate it is coming. She hopes they take some of this into consideration while completing the design and understanding the importance of it to the communities in the Pass Area. She then moved to approve staff recommendation.

Chair White closed the public hearing.

M/S/C (Harnik/Fitzpatrick) to:

- 1) **Conduct a hearing to consider the adoption of Resolutions of Necessity, including providing all parties interested in the affected properties and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolutions of Necessity;**
- 2) **Make the following findings as hereinafter described in this report:**
 - a) **The public interest and necessity require the proposed project;**
 - b) **The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;**
 - c) **The real properties to be acquired are necessary for the project; and**
 - d) **The offers of just compensation have been made to the property owners;**
- 3) **Adopt Resolution of Necessity No. 24-014/RCPN 1248 described as *“Adoption of a Resolution of Necessity for the Acquisition of a Permanent Utility Easement Interest and a Temporary Construction Easement Interest in a portion of Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Numbers 414-120-038 and 414-120-039, for the SR-60/Potrero Boulevard Interchange Phase II Project (Potrero) in the city of Beaumont, Riverside County, California”*; and**
- 4) **Adopt Resolution of Necessity No. 24-015/RCPN 1247 described as *“Adoption of a Resolution of Necessity for the Acquisition of a Permanent Utility Easement Interest and a Temporary Construction Easement Interest in a portion of Certain Real Property, by Eminent Domain, More***

Particularly Described as Assessor Parcel Number 424-050-011, for the SR-60/Potrero Boulevard Interchange Phase II Project (Potrero) in the city of Beaumont, Riverside County, California”.

8. CONSENT CALENDAR

**M/S/C (Jeffries/Gregory) to approve the following Consent Calendar items.
Abstained: Malotto and Speake on Agenda Item 8E**

8A. APPROVAL OF MINUTES – SEPTEMBER 11, 2024

8B. MONTHLY INVESTMENT REPORT

- 1) Receive and file the Monthly Investment Report for the month ended August 31, 2024.

8C. STATE AND FEDERAL LEGISLATIVE UPDATE

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

8D. CONTRACTS AND COOPERATIVE AGREEMENTS FOR THE WILDOMAR TRAIL AND BUNDY CANYON ROAD INTERCHANGE IMPROVEMENT PROJECTS

- 1) Award Agreement No. 25-72-015-00 between the Commission and HDR Engineering for completion of a project study report for the Wildomar Trail Interchange improvement project in the amount of \$851,324, plus a contingency amount of \$85,132, for a total amount not to exceed \$936,456;
- 2) Award Agreement No. 25-72-017-00 between the Commission and HDR Engineering for completion of a project study report for the Bundy Canyon Road Interchange improvement project in the amount of \$750,163, plus a contingency amount of \$75,016, for a total amount not to exceed \$825,179;
- 3) Approve Cooperative Agreement No. 25-72-016-00 between the Commission and Caltrans for project review and oversight services for the Wildomar Trail Interchange improvement project, in the amount of \$300,000;
- 4) Approve Cooperative Agreement No. 25-72-018-00 between the Commission and Caltrans for project review and oversight services for the Bundy Canyon Road Interchange improvement project, in the amount of \$300,000; and
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

8E. ON-CALL DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT PROJECTS

- 1) Award the following agreements to provide on-call design engineering and environmental services for the construction of commuter rail station capital improvement projects for a three-year term, and one two-year option to extend the agreement, in an amount not to exceed an aggregate value of \$12,000,000;
 - a) Agreement No. 24-33-097-00 Moffat & Nichol;
 - b) Agreement No. 24-33-130-00 HDR Engineering, Inc.;
 - c) Agreement No. 24-33-131-00 HNTB Corporation;
 - d) Agreement No. 24-33-132-00 WSP USA Inc.;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

8F. AGREEMENT FOR CLOSED CIRCUIT TELEVISION SYSTEM MAINTENANCE/REPAIR AND INSTALLATION SERVICES FOR RCTC RAIL STATIONS

- 1) Approve Agreement No. 24-24-097-00 with American System Integrators, Inc. to provide closed circuit television (CCTV) system maintenance/repair and installation services for a three-year base period plus two, one-year options to extend the agreement for a total period of performance of up to five years for a total amount not to exceed \$4,953,600;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

8G. CITIZENS AND SPECIALIZED TRANSIT ADVISORY COMMITTEE TRANSIT NEEDS PUBLIC HEARING UPDATE

- 1) Receive and file an update on the Citizens and Specialized Transit Advisory Committee (CSTAC) Transit Needs Public Hearing.

At this time, Commissioners Yxstian Gutierrez and Jeffries left the meeting.

9. PROPOSED PAY OFF OF THE 2017 TRANSPORTATION INFRASTRUCTURE FINANCE AND INNOVATION ACT LOAN FOR THE INTERSTATE 15 EXPRESS LANES

Sergio Vidal, Chief Financial Officer, presented an update for the proposed Transportation Infrastructure Finance and Innovation (TIFIA) loan payoff, highlighting the following:

- Benefits for TIFIA payoff

- 2017 TIFIA loan background
- Funding approach: 2017 TIFIA Loan payoff - funding sources, total = \$178.7 million
- Measure A I-15 Express Lanes Project (ELP) savings
- Proposed inter-fund Measure A loan terms
- The outcomes of TIFIA loan payoff
- Next steps

Commissioner Chuck Conder thanked Sergio Vidal for the presentation there are always ways to figure out how to move money around to save money so good job. He then moved to approve staff recommendation.

Commissioner Speake stated he brought this up two years ago about how they have the bottlenecks on I-15 that really are a financial burden to folks that live in Corona and south, preventing the Commission from doing anything from alleviating that. The TIFIA loan has a caveat that states they cannot make improvements that affect the revenue and that is a big deal. He thanked staff for moving this forward to take that away and allow the Commission to be in a position in conjunction with Caltrans for moving those projects forward but without this being done those projects are not possible. He seconded the motion.

Commissioner Reed expressed appreciation for paying off the loan early and congratulated staff for putting this together. He clarified the \$48 million from Measure A for the loan is going to come from western part of the County's portion it will not affect Coachella Valley Association of Governments' portion at all.

Sergio Vidal replied yes, the Measure A interfund loan is funded from Measure A Western County funds only.

At this time, Commissioner Jeffries rejoined the meeting.

M/S/C (Conder/Speake) to:

- 1) Adopt Resolution No. 24-013 authorizing prepayment of the 2017 United States Department of Transportation (US-DOT), Transportation Infrastructure Finance and Innovation (TIFIA) loan (2017 TIFIA Loan) for I-15 Express Lanes Project (I-15 ELP) in the amount of \$173,747,433;**
- 2) Approve the Inter-Fund Loan Agreement between Measure A and the I-15 Express Lanes for purposes of repayment of the 2017 TIFIA Loan up to \$48,700,000, and authorize the Executive Director to execute said agreement;**
- 3) Approve the Funding Plan for repayment of 2017 TIFIA Loan, utilizing a combination of I-15 Toll Revenue, Measure A Inter-Fund Loan, and**

Measure A Contribution, and establish a \$5,000,000 operating reserve for a total of \$178,747,433;

- 4) Authorize the Executive Director to execute the Prepayment and Termination Acknowledgement correspondence to TIFIA and US Bank (trustee for the I-15 Express Lanes); and**
- 5) Approve budget adjustments to the Fiscal Year 2024-25 Budget in the amounts of up to \$173,747,450 for pay off of the 2017 TIFIA Loan; up to \$35,040,000 for transfer to the I-15 Express Lanes representing the Measure A Contribution; up to \$9,000,000 for extinguishment of Measure A funded reserves required by the 2017 TIFIA Loan; and up to \$1,900,000 for the I-15 Express Lanes to transfer to Measure A for accrued compounded interest owed for its contribution towards a 2017 TIFIA Loan Reserve.**

10. CLIMATE ACTION PLAN FOR TRANSPORTATION INFRASTRUCTURE UPDATE

David Knudsen, Deputy Executive Director, stated for several months the California State Transportation Agency (CalSTA) has been hosting workshops with stakeholders and advocates and RCTC has been at the table participating about their Climate Action Plan for Transportation Infrastructure (CAPTI) as CalSTA believes it is time to identify new goals and update the strategy. He provided a detailed overview of the impacts to Riverside County residents, next steps, and staff's request for public education and engagement on CalSTA's proposed updates to CAPTI.

Commissioner Joseph Morabito asked who is making such unworkable suggestions if they are elected to those positions, David Knudsen replied they are stakeholder groups including the Coalition for Clean Air and other climate action policy advocates.

In response to Commissioner Morabito's question whoever makes the policies are they held and bound to listen to that, David Knudsen replied that this is a public input process so they would want to help encourage the discussion of their residents, so they are heard.

Aaron Hake replied to Commissioner Morabito the policy being proposed would be forwarded to the Legislature; they expect that elected representatives will be carrying legislation too, in trying these policies into law beyond the term of this administration.

Commissioner Speake thanked David Knudsen for the presentation and appreciated that staff is going to be able to educate the public and to have them see that voice be amplified that it finally got to here. As Secretary Toks Omishakin understands they all are not the same that each individual area has different needs and from saying that to getting it on paper is important. Having several people including all the cities and the Commissioners

that can contribute to this to scream out loud what works in Los Angeles and San Francisco does not work out here. He will continue to support this.

Commissioner Jeffries replied to Aaron Hake's comment about transportation is evolving and he would argue that financing for transportation is devolving, several of their freeways in the western half of the county are constantly at capacity and does not see people using other methods to get around to get to work, to go shopping or to pick up their kids. He does see the Legislature attempting to force them to change but there are no easy answers for that on a county their size and the Legislature is almost out of touch with what their needs are. He appreciates staff trying to find answers and educate their constituents, they have state legislators in this county who vote against the constituents of this county. At some point they have to first educate their Legislators and hope they will listen.

Commissioner Bill Zimmerman stated the concern is this action plan for transportation infrastructure could be used to reject transportation funding that the Commission will be applying for in the future. Those actions are going to be unveiled at the November 7 Joint CARB/CTC/HCD meeting and asked if staff is planning to attend that and whatever steps can they do as cities to provide a draft letter that can be provided to their Public Information Officers at their various cities.

Aaron Hake replied they will attend that November 7 meeting and submit comments during the comment period, they will be engaging with their coalitions in Sacramento the Self-Help Counties Coalition and California Associations of Councils of Governments, and they will provide materials for their jurisdictions to distribute to their constituents and for their councils to sign if they choose to.

Commissioner Zimmerman appreciated Aaron Hake's comments and stated that message of one size does not always fit all resonates with everyone.

Vice Chair Spiegel asked Governor's Appointee Catalino Pining, Caltrans District 8, since he represents their district and to take what Commissioner Jeffries' shared how can they partner and get to where they agree or is there an opportunity to do that.

Catalino Pining replied they are here to partner as a department looking for opportunities to help improve the safety operations of their state highway system. Caltrans is currently looking at the draft CAPTI and what impacts it will have on their infrastructure as it was mentioned a lot of their infrastructure is being impacted due to the growth in the region. As far as partnering, they are looking at innovative ways of what they can do to help improve the operation of the region.

M/S/C to:

- 1) Receive and file an update on the California State Transportation Agency's (CalSTA's) Climate Action Plan for Transportation Infrastructure (CAPTI); and**
- 2) Discuss and provide direction to staff regarding public education and engagement on CalSTA's proposed updates to CAPTI and related legislation.**

11. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION

There were no items pulled from the Consent Calendar.

12. EXECUTIVE DIRECTOR'S REPORT

Aaron Hake announced:

- The draft environmental impact report and environmental assessment for the I-15 Express Lanes Southern Extension Project is out for public circulation as of today. The document is on review for a 45-day circulation period with public information meetings scheduled for later this month in three locations along the I-15 corridor including south Corona, Temescal Valley, and Lake Elsinore. The details for these meetings can be found on RCTC's website. He thanked staff, their consultant team led by HDR, and Caltrans for all the effort that has gone into this document.
- Last month Chair White, Vice Chair Spiegel, and Commissioners Molina and Smith who are on the Riverside Transit Agency (RTA) Board of Directors went to Washington, D.C. for a federal advocacy trip between the two agencies and an effort to put their region on the map on Capitol Hill as they gear up for federal authorization next year. He thanked the Commissioners for taking time to advocate for them and making sure that their congressional representatives are listening.

13. COMMISSIONER COMMENTS

- 13A.** Chair White thanked staff for putting together the D.C. trip it is the first time that RCTC and RTA have gone together, the coordination was well done, the support setting up the trip and thanked Aaron Hake, Tyler Madry, Legislative Affairs Manager, David Knudsen, Deputy Executive Director, and Lisa Mobley who helped put this together. SR-60/Potrero Boulevard Interchange project is an important project for their community as he mentioned they have a lot of matching funds that have come from their developers in the area and can guarantee that Phase II of this project will bring a lot more of the development they need south of SR-60 that will give the matching numbers that they need for Beaumont Avenue, I-10, SR-60, SR-79 interchange.

- 13B.** Commissioner Conder announced on October 10, 2024, at 7:00 a.m. Aaron Hake will be the keynote speaker at Good Morning Riverside; he will be talking about the future of transportation, what RCTC does, and gathering that support that they need from each of their areas. Contact the Chamber if you would like to attend.
- 13C.** Commissioner Molina announced that Congressman Ken Calvert was at their city council meeting and their chamber meeting this week and he commented on their D.C. trip that it was very much appreciated; the efforts that they took to save them time as well. He also indicated there is more to receive in the future she hopes that he is re-elected, and she will continue the forward push.

14. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair White adjourned the meeting at 11:00 a.m. The next Commission meeting is scheduled to be held on Wednesday, November 13, 2024.

Respectfully submitted,



Lisa Mobley
Administrative Services Director /
Clerk of the Board

AGENDA ITEM 6B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Soco Sandoval, Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Single Signature Authority Report

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Single Signature Authority report for the first quarter ended September 30, 2024.

BACKGROUND INFORMATION:

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

The attached report details all contracts that have been executed for the first quarter ended September 30, 2024, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services as of September 30, 2024, is \$1,874,937.

Attachment: Single Signature Authority Report as of September 30, 2024

**SINGLE SIGNATURE AUTHORITY
AS OF SEPTEMBER 30, 2024**

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
AMOUNT AVAILABLE July 1, 2024			\$2,000,000.00		
25-33-001-00	SCRRRA	Cooperative Agreement for Design of the Downtown Riverside Metroink Station at Grade Crossing Upgrade	125,063.00	62,531.50	62,531.50
AMOUNT USED			125,063.00		
AMOUNT REMAINING through June 30, 2025			\$1,874,937.00		
<u>Agreements that fall under Public Utilities Code 130323 (C)</u>					
None	N/A		\$-	\$-	\$-
Soco Sandoval _____ Prepared by		Matthew Wallace _____ Reviewed by			
Note: Shaded area represents new contracts listed in the first quarter.					

AGENDA ITEM 6C

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Michele Cisneros, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Sales Tax Analysis

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the sales tax analysis for Quarter 2, 2024 (2Q 2024).

BACKGROUND INFORMATION:

At its May 2023 meeting, the Commission awarded an agreement with MuniServices, An Avenu Insights and Analytics Company (MuniServices), for quarterly sales tax reporting services plus additional fees contingent on additional sales tax revenues generated from the transactions and use tax (sales tax) audit services. The services performed under this agreement pertain only to the Measure A sales tax revenues.

Since the commencement of sales tax audit services, MuniServices submitted audits, which reported findings to the California Department of Tax and Fee Administration (CDTFA), for review and determination of errors in sales tax reporting related to 1,705 businesses. Through 1Q 2024, CDTFA approved \$18,016,314 of cumulative sales tax revenues recovered for the Commission. If CDTFA concurs with the error(s) for the remaining findings, the Commission will receive additional revenues; however, the magnitude of the value of additional revenues is not available. It is important to note that while the recoveries of additional revenues will be tangible, it will not be sufficient to alter the overall trend of sales tax revenues.

MuniServices provided the Commission with the Quarterly Sales Tax Digest Summary report for 2Q 2024. Majority of 2Q 2024 Measure A sales tax revenues were received in the third quarter of calendar year 2024, during the period June 2024 through August 2024. The delay is due to the timing of when sales tax for the reported period are collected and distributed by CDTFA.

The summary section of the 2Q 2024 report is attached (attachment 1) and includes an overview of the following: California’s economic outlook; local results; historical cash collections analysis by quarter; top 25 sales/use tax contributors; historical sales tax amounts; annual sales tax by business category; and five-year economic trend (general retail).

On a cash basis (net of CDTFA administrative fees), RCTC quarterly sales tax is down, 1.1 percent, when comparing 2Q 2024 versus 2Q 2023 due primarily to lower than anticipated transportation and sales between business to business. The transportation category decreased from the prior year due to lower fuel prices and auto sales. Business to business category, sales tax is also down to due one-time leasing activity and electronic equipment when compared to 2Q 2023.

Taxable transactions for the top 25 contributors in Riverside County generated 26.6 percent of taxable sales for 2Q 2024. Categories for business identified within the top 25 are primarily general retail, food products, and transportation related.

In the Economic Category Analysis table below, sales tax performance is a on a gross basis, specifically, it includes estimates for anticipated sales tax receipts, and it does not include the CDTFA administrative fee. The analysis presents three (food products, construction, and miscellaneous) of the six categories experienced gains as of 2Q 2024 compared to 2Q 2023. Three of the six categories (general retail, transportation, and business to business) are lower in the 2Q 2024 period, primarily due to decreases in brick-and-mortar retail sales, auto sales, service stations, and solar equipment sales.

ECONOMIC CATEGORY ANALYSIS									
% of Total / % Change	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
General Retail	28.7 / -0.4	29.1 / 0.0	27.3 / -0.7	35.3 / 2.5	26.1 / -3.2	28.2 / -3.8	38.2 / 5.8	27.1 / 0.4	27.1 / 1.8
Food Products	17.0 / 1.0	21.3 / 0.1	21.5 / 2.6	17.9 / 0.5	22.6 / -1.4	16.9 / -0.9	14.7 / 0.9	23.4 / 1.4	18.4 / 1.7
Transportation	22.7 / -5.2	23.1 / -6.3	24.2 / -8.1	23.2 / -4.1	19.1 / -4.4	26.8 / -3.2	22.1 / -3.1	23.9 / -6.1	28.5 / -2.9
Construction	11.1 / 0.9	9.7 / -2.3	8.3 / 2.1	12.5 / -0.9	9.9 / -5.7	12.5 / -3.1	9.7 / -3.0	8.8 / 0.2	14.5 / -0.9
Business to Business	15.5 / -7.6	15.8 / -4.0	17.6 / -3.3	10.5 / -4.3	21.0 / -4.0	14.4 / -6.3	14.5 / -2.2	15.6 / -2.9	10.5 / 6.7
Miscellaneous	5.0 / 8.7	1.0 / -0.3	1.1 / 8.2	0.6 / -5.9	1.3 / 2.9	1.2 / 7.8	0.7 / -6.4	1.1 / 0.9	0.9 / -6.8
Total	100.0 / -1.9	100.0 / -2.4	100.0 / -2.1	100.0 / -0.7	100.0 / -3.4	100.0 / -3.3	100.0 / 0.8	100.0 / -1.5	100.0 / 0.4

General Retail: Apparel Stores, Department Stores, Furniture/Appliances, Drug Stores, Recreation Products, Florist/Nursery, and Misc. Retail
 Food Products: Restaurants, Food Markets, Liquor Stores, and Food Processing Equipment
 Construction: Building Materials Retail and Building Materials Wholesale
 Transportation: Auto Parts/Repair, Auto Sales - New, Auto Sales - Used, Service Stations, and Misc. Vehicle Sales
 Business to Business: Office Equip., Electronic Equip., Business Services, Energy Sales, Chemical Products, Heavy Industry, Light Industry, Leasing, Biotechnology, I.T. Infrastructure, and Green Energy
 Miscellaneous: Health & Government, Miscellaneous Other, and Closed Account Adjustments

The Economic Segment Analysis noted in the table below discloses miscellaneous retail as the largest economic segment which includes online retailers, followed by auto sales-new, and restaurants. Miscellaneous retail represents 11.9 percent of total sales tax by segment and experienced a minimal increase. New auto sales experienced a 4.1 percent decrease due to lower than anticipated car sales when compared to the previous reporting period. Restaurants experienced a slight increase, reflecting ongoing growth within fast food casual restaurants.

ECONOMIC SEGMENT ANALYSIS									
	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
Largest Segment	Miscellaneous Retail	Restaurants	Restaurants	Miscellaneous Retail	Restaurants	Restaurants	Miscellaneous Retail	Restaurants	Restaurants
% of Total / % Change	11.9 / 0.2	15.3 / 0.7	16.0 / 3.3	18.2 / 6.7	16.8 / -0.6	11.6 / -0.6	16.7 / 19.8	17.3 / 1.8	11.8 / 3.4
2nd Largest Segment	Auto Sales - New	Auto Sales - New	Auto Sales - New	Restaurants	Miscellaneous Retail	Auto Sales - New	Department Stores	Auto Sales - New	Department Stores
% of Total / % Change	11.1 / -4.1	11.1 / -5.5	13.5 / -12.5	11.6 / 1.9	10.0 / 1.6	11.3 / -3.5	10.8 / -0.5	12.0 / -8.2	11.3 / 12.7
3rd Largest Segment	Restaurants	Miscellaneous Retail	Miscellaneous Retail	Auto Sales - New	Auto Sales - New	Miscellaneous Retail	Restaurants	Miscellaneous Retail	Auto Sales - New
% of Total / % Change	11.0 / 2.2	10.8 / 6.0	9.6 / 5.4	10.7 / -3.0	9.3 / -3.1	11.1 / -4.8	9.9 / 2.2	9.1 / 8.0	10.8 / -4.3

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

FISCAL IMPACT:

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

Attachments:

- 1) Sales Tax Summary 2Q 2024
- 2) Sales Tax Performance Analysis by Quarter 2Q 2024
- 3) Quarterly Sales Tax Comparison by City for 2Q 2023 to 2Q 2024

Riverside County Transportation Commission Sales Tax Digest Summary

Collections through August 2024 Sales through June 2024 (2024Q2)

CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts decreased by 1.7% over the same quarter from the previous year for Q2 of 2024, with Northern California reporting a 2.7% decrease compared to a 0.9% decrease for Southern California. Receipts for the RCTC decreased by 1.1% over the same period.

Real Gross Domestic Product (GDP) increased at an annual rate of 2.8% in the second quarter of 2024. U.S. inflation slowed to 2.9% in July of 2024, down 6.2 percentage point from its most recent peak of 9.1% in June 2022. California's headline inflation stayed constant at 3.3% year over year as of June 2024, down from 3.5% in December of 2023. (DIR, BEA, BLS, August Finance Bulletin)

The U.S. unemployment rate increased to 4.3% in July of 2024. California's unemployment rate decreased slightly to 5.2% in July of 2024, a 0.5 percentage point higher than July of 2023 rate of 4.7%. (EDD, BLS, August Finance Bulletin)

U.S. personal income increased by 4.4% for the second quarter of 2024, compared to same quarter previous year. Compensation of employees increased by 4.8%, while personal current taxes increased by 11.0% from the previous period, resulting in a net gain of 3.6% in disposable income. The increase in personal outlays such as personal consumption and expenditures (PCE), personal interest payments, and personal current transfer payments resulted in a decrease of 29.9% in US personal savings for the second quarter of 2024, compared to same quarter previous year. (BEA)

LOCAL RESULTS

Net Cash Receipts Analysis

Local Collections	\$72,036,198
Less: Cost of Administration	\$(477,790)
Net 2Q2024 Receipts	\$71,558,408
Net 2Q2023 Receipts	\$72,368,555
Actual Percentage Change	-1.1%

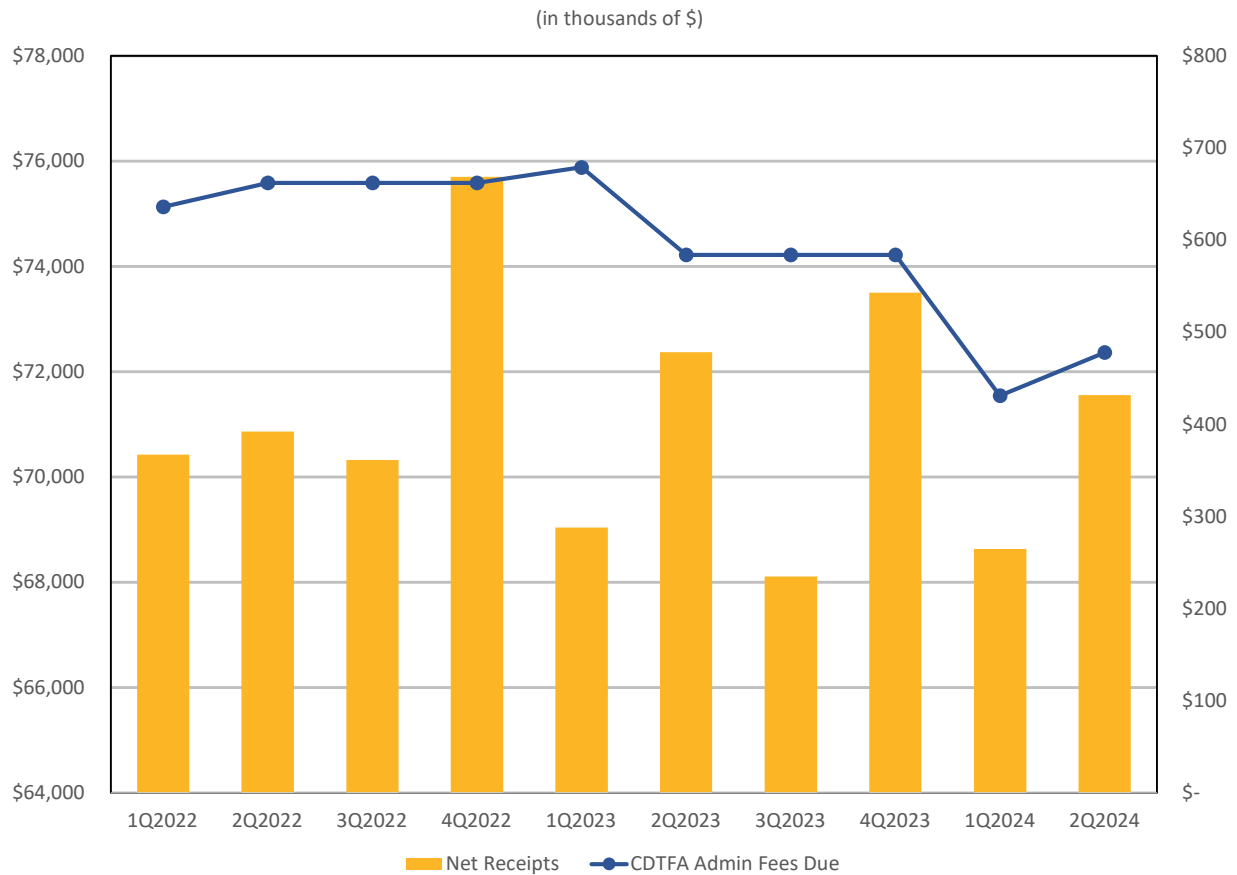
Business Activity Performance Analysis

Local Collections – Economic Basis 2Q2024	\$72,051,535
Local Collections – Economic Basis 2Q2023	\$72,034,194
Quarter over Quarter Change	+\$17,340
Quarter over Quarter Percentage Change	+0.02%

Avenu Insights & Analytics' On-Going Audit Results

Total Recovered Since Inception	\$18,016,314
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HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



TOP 25 SALES/USE TAX CONTRIBUTORS

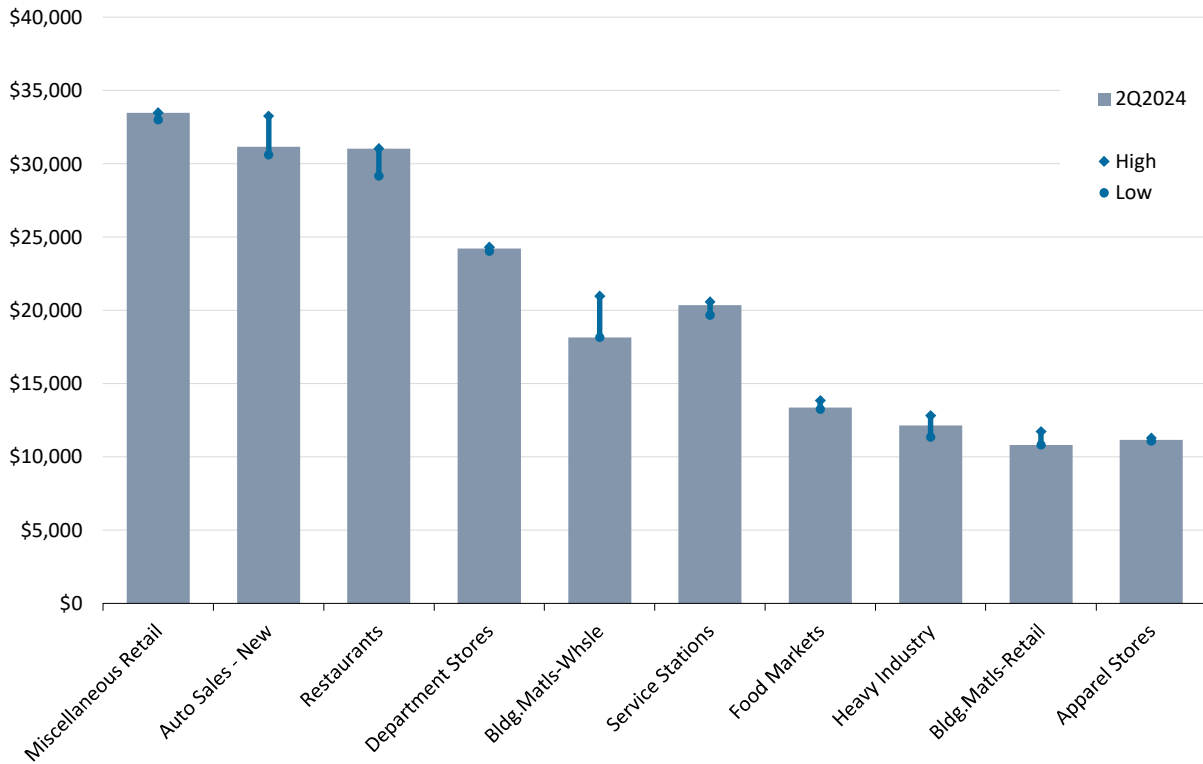
The following list identifies RCTC’s Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from May of 2023 through June 2024. The Top 25 Sales/Use Tax contributors generate 26.6% of RCTC’s total sales and use tax revenue.

- | | |
|------------------------------|-------------------------|
| 7-ELEVEN FOOD STORES | LOWE’S HOME CENTERS |
| AMAZON.COM – EC | MCDONALD’S RESTAURANTS |
| AMAZON.COM SERVICES – EC | NOVA POWER |
| ARCO AM/PM MINI MARTS | RALPH’S GROCERY COMPANY |
| BEST BUY STORES | ROBERTSONS READY MIX |
| BYD AMERICA | ROSS STORES |
| CARMAX AUTO SUPERSTORES | SAM’S CLUB |
| CED LIGHTING SOLUTIONS | SHELL SERVICE STATIONS |
| CHEVRON SERVICE STATIONS | STATER BROS MARKETS |
| CIRCLE K FOOD STORES | TARGET STORES |
| COSTCO WHOLESALE | TESLA |
| DEPARTMENT OF MOTOR VEHICLES | WAL MART STORES |
| HOME DEPOT | |

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

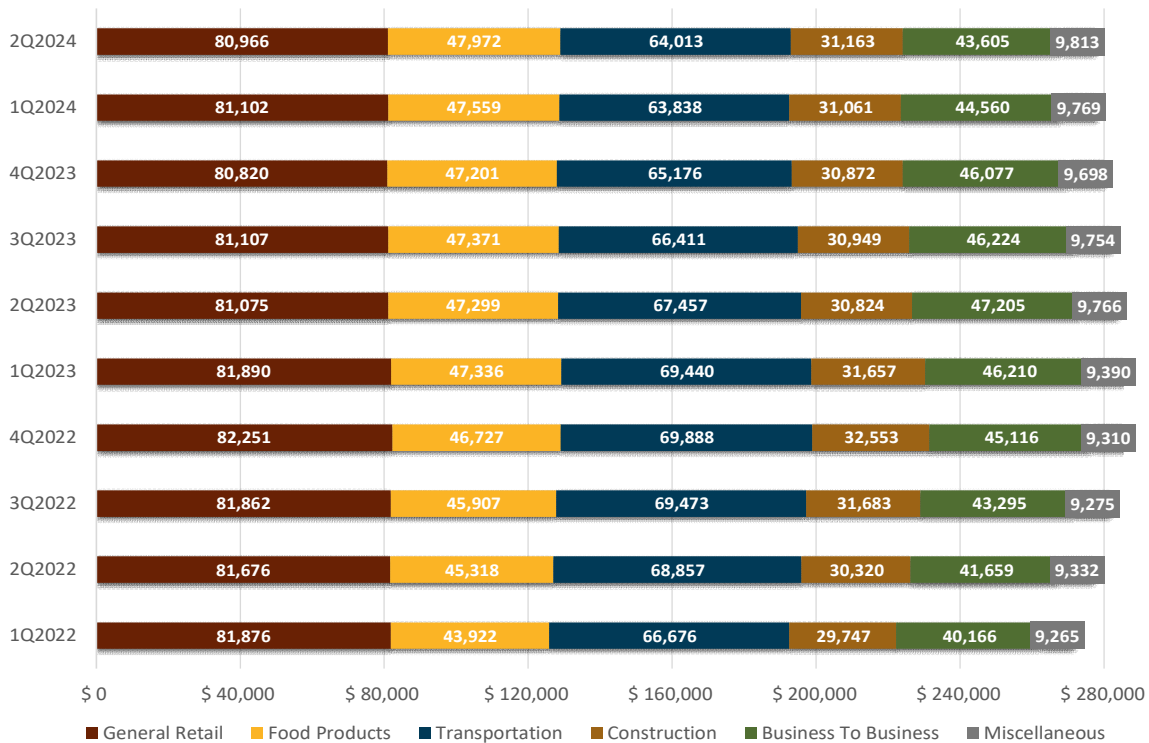
HISTORICAL SALES TAX AMOUNTS

The following chart shows the sales tax level from annual sales through June of 2024, the highs, and the lows for the top ten segments over the last two years in thousands of \$.

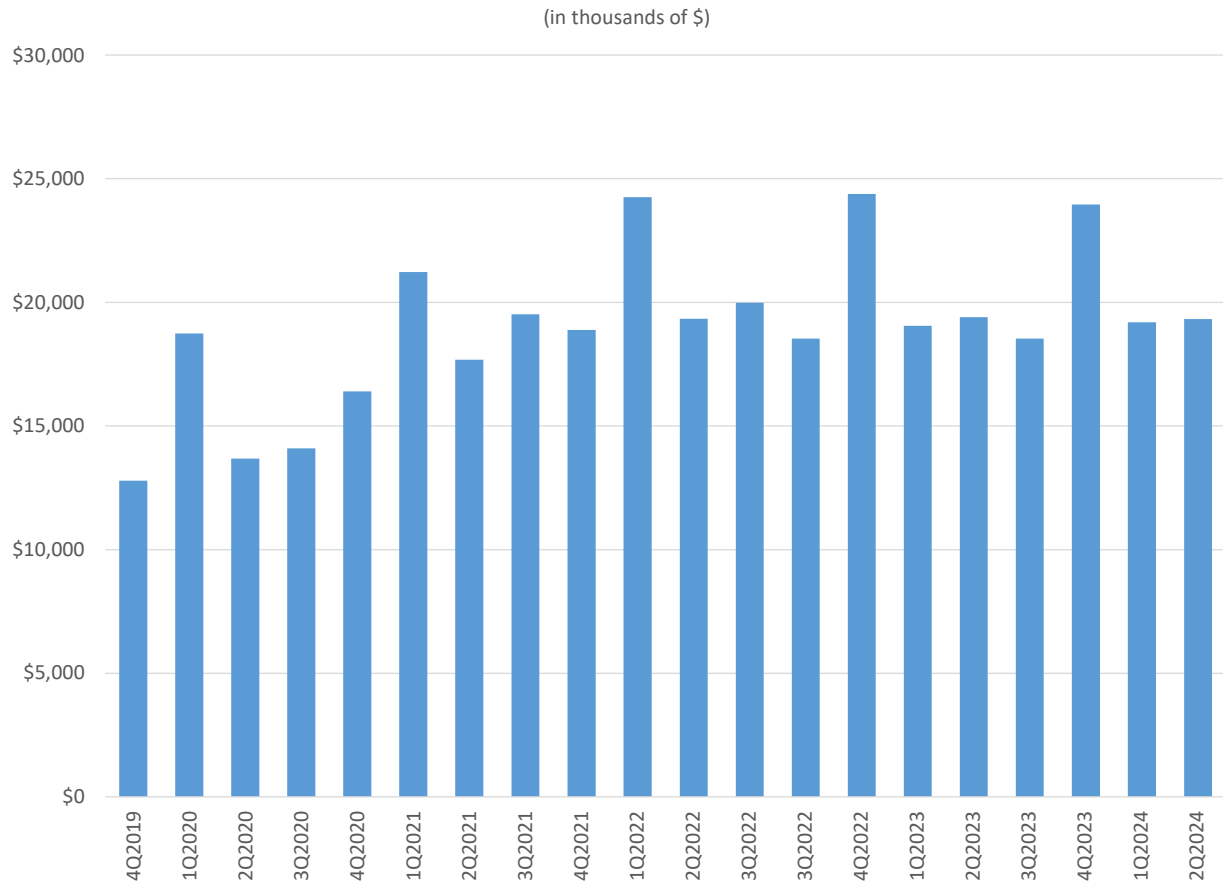


ANNUAL SALES TAX BY BUSINESS CATEGORY

(in thousands of \$)

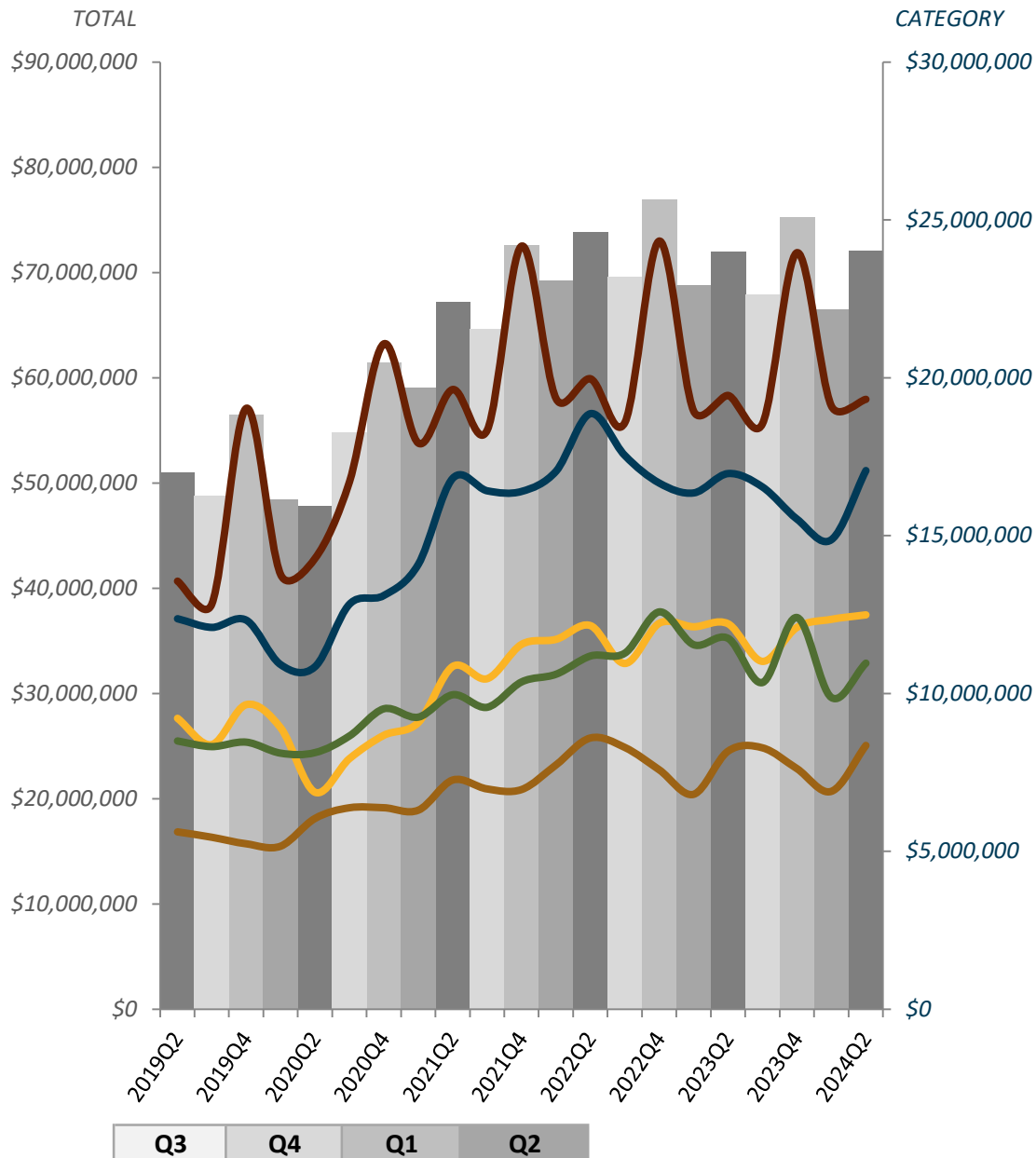


FIVE-YEAR ECONOMIC TREND: General Retail



TOTAL

Economic



TOTAL				
2024Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$72,051,535	0.0%	\$17,340	-1.9%	-\$5,552,802

GENERAL RETAIL				
2024Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$19,325,500	-0.6%	-\$118,171	-0.4%	-\$360,670
% of 2024Q2 Total:		26.8%		

FOOD PRODUCTS				
2024Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$12,495,327	2.4%	\$287,978	1.0%	\$461,606
% of Total:		17.3%		

TRANSPORTATION				
2024Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$17,065,313	0.6%	\$96,105	-5.2%	-\$3,516,226
% of Total:		23.7%		

CONSTRUCTION				
2024Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$8,354,568	2.1%	\$173,425	0.9%	\$293,205
% of Total:		11.6%		

BUSINESS TO BUSINESS				
2024Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$10,963,772	-6.7%	-\$785,575	-7.6%	-\$3,563,666
% of Total:		15.2%		

QoQ = 24Q2 / 23Q2

YoY = YE 24Q2 / YE 23Q2

RCTC: Quarterly Comparison of 2023Q2 and 2024Q2 (April through June Sales)

	General Retail	Food Products	Transportation	Construction	Business To Business	Miscellaneous	Apr - Jun 2024 (2024Q2)	Apr - Jun 2023 (2023Q2)	% Chg	Gain	Gain	Decline	Decline
RIVERSIDE COUNTY													
BANNING	12.2%	-0.3%	-11.3%	5.9%	-4.1%	-5.2%	782,507	811,147	-3.5%	Electronic Equipment	Miscellaneous Retail	Misc. Vehicle Sales	Light Industry
BEAUMONT	0.9%	1.8%	-0.7%	-7.7%	-18.7%	-3.5%	5,660,280	5,654,515	0.1%	Miscellaneous Retail	Heavy Industry	Light Industry	Bldg.Matls-Whsle
BLYTHE	-5.7%	-3.7%	5.0%	1.6%	17.5%	-22.6%	429,920	423,321	1.6%	Auto Sales - New	Light Industry	Service Stations	Heavy Industry
CALIMESA	79.0%	3.1%	-35.9%	33.0%	-11.7%	-58.0%	359,921	361,988	-0.6%	Florist/Nursery	Miscellaneous Retail	Service Stations	Heavy Industry
CANYON LAKE	11.3%	10.1%	3.8%	-96.8%	-74.1%	23.7%	94,085	98,674	-4.7%	Restaurants	Miscellaneous Retail	Heavy Industry	Apparel Stores
CATHEDRAL CITY	-5.3%	-5.3%	-9.3%	-7.3%	-12.2%	29.9%	2,800,315	3,057,502	-8.4%	Misc. Vehicle Sales	Miscellaneous Retail	Auto Sales - New	Leasing
COACHELLA	-0.7%	3.0%	-13.5%	0.9%	2.2%	138.4%	1,130,025	1,180,403	-4.3%	Apparel Stores	Restaurants	Service Stations	Florist/Nursery
CORONA	7.7%	2.0%	-5.9%	2.1%	-7.7%	14.3%	13,515,823	13,446,556	0.5%	Miscellaneous Retail	Bldg.Matls-Whsle	Auto Sales - Used	Green Energy
COUNTY OF RIVERSIDE	20.8%	-1.8%	-5.4%	10.8%	-36.5%	53.3%	11,053,218	10,883,397	1.6%	Miscellaneous Retail	Bldg.Matls-Whsle	Green Energy	Department Stores
DESERT HOT SPRINGS	13.4%	1.5%	-8.2%	8.0%	497.7%	-79.1%	589,209	526,237	12.0%	Light Industry	Miscellaneous Retail	Service Stations	Miscellaneous Other
EASTVALE	-2.6%	-2.2%	82.2%	0.9%	35.2%	39.6%	10,818,000	10,842,818	-0.2%	Auto Sales - New	Restaurants	Miscellaneous Retail	Food Processing Eqp
HEMET	0.2%	1.4%	-12.5%	-3.6%	9.7%	3.3%	3,452,465	3,637,871	-5.1%	Florist/Nursery	Restaurants	Auto Sales - New	Department Stores
INDIAN WELLS	12.1%	5.4%	0.0%	-55.6%	95.8%	-58.5%	349,628	330,325	5.8%	Miscellaneous Retail	Food Markets	Bldg.Matls-Whsle	Miscellaneous Other
INDIO	-23.6%	16.2%	-6.8%	-1.1%	-1.1%	1.3%	4,266,544	4,429,582	-3.7%	Restaurants	Heavy Industry	Miscellaneous Retail	Auto Sales - New
JURUPA VALLEY	-4.2%	-0.8%	-1.4%	4.6%	-1.8%	-21.7%	4,538,309	4,611,181	-1.6%	Office Equipment	Recreation Products	Light Industry	Apparel Stores
LA QUINTA	-2.3%	-4.5%	-10.5%	-1.9%	-23.5%	-8.4%	2,523,741	2,642,970	-4.5%	Furniture/Appliance	Miscellaneous Other	Restaurants	Miscellaneous Retail
LAKE ELSINORE	-1.1%	-1.1%	5.8%	-0.5%	-18.7%	-16.5%	3,208,168	3,251,662	-1.3%	Service Stations	Auto Sales - New	Heavy Industry	Drug Stores
MENIFEE	0.0%	6.4%	-4.4%	6.5%	-7.3%	26.3%	2,795,806	2,759,989	1.3%	Restaurants	Leasing	Misc. Vehicle Sales	Heavy Industry
MORENO VALLEY	4.5%	2.9%	-9.6%	-14.5%	-24.8%	-13.3%	7,226,611	7,498,643	-3.6%	Miscellaneous Retail	Restaurants	Auto Sales - New	Heavy Industry
MURRIETA	2.0%	0.8%	-15.5%	-3.1%	6.3%	13.6%	5,696,022	5,897,834	-3.4%	Department Stores	Office Equipment	Auto Sales - Used	Misc. Vehicle Sales
NORCO	0.3%	2.0%	-8.6%	-8.3%	10.8%	17.8%	2,266,547	2,369,634	-4.4%	Florist/Nursery	Restaurants	Auto Sales - Used	Auto Sales - New
PALM DESERT	-2.1%	-5.5%	-3.8%	-4.4%	0.7%	-14.7%	5,239,376	5,422,162	-3.4%	Auto Sales - New	Florist/Nursery	Restaurants	Furniture/Appliance
PALM SPRINGS	-10.0%	-4.2%	-9.3%	-2.0%	-9.4%	-42.6%	3,868,683	4,172,002	-7.3%	Auto Parts/Repair	Florist/Nursery	Auto Sales - New	Restaurants
PERRIS	44.6%	4.9%	-5.0%	-0.5%	25.0%	2.6%	6,406,342	5,567,143	15.1%	Miscellaneous Retail	Business Services	Heavy Industry	Bldg.Matls-Retail
RANCHO MIRAGE	-6.4%	0.0%	15.3%	-1.7%	2.1%	7.9%	1,544,955	1,505,743	2.6%	Auto Sales - New	Service Stations	Furniture/Appliance	Bldg.Matls-Whsle
RIVERSIDE	1.2%	0.7%	-5.3%	-14.2%	0.3%	7.6%	19,096,297	19,757,811	-3.3%	Electronic Equipment	Miscellaneous Retail	Bldg.Matls-Whsle	Auto Sales - New
SAN JACINTO	13.4%	-6.9%	7.0%	-23.8%	-7.6%	-19.3%	1,037,128	1,010,744	2.6%	Department Stores	Service Stations	Food Markets	Bldg.Matls-Whsle
TEMECULA	0.0%	2.5%	0.9%	5.9%	2.7%	-19.5%	10,477,399	10,330,648	1.4%	Light Industry	Auto Sales - New	Heavy Industry	Furniture/Appliance
WILDOMAR	-8.0%	12.2%	-0.7%	-10.8%	2.1%	-10.8%	677,096	667,546	1.4%	Restaurants	Liquor Stores	Bldg.Matls-Whsle	Drug Stores

AGENDA ITEM 6D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Megan Kavand, Toll Finance Manager Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended September 30, 2024.

BACKGROUND INFORMATION:

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

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

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013, the I-15 ELP and 91 Project completion financing (2017 Financing) in July 2017 and the 2021 91 Project refinancing (2021 Financing) in October 2021. Consistent with financing expectations, the Commission expended all 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and subsequent to commencement of operations, established other required accounts. Additionally, the Commission has fully expended the 2017 Financing bond proceeds for the I-15 ELP except for the Ramp Up Fund which is required to be maintained until the second anniversary of the TIFIA debt service payment commencement date.

The monthly investment report for September 2024, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2017 Financing, 2021 Financing and available operating cash. As of September 30, 2024, the Commission’s cash and investments were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 1,102,821,626
Trust	337,159,951
Commission-managed	301,504,342
STAMP for 91 CIP	62,704,435
STAMP for 2017 Financing	16,599,439
Total	\$ 1,820,789,793
Note: ¹ Unreconciled and unaudited	

As of September 30, 2024, the Commission’s cash and investments are in compliance with both the Commission’s investment policy adopted on October 11, 2023, and permitted investments described in the indenture for the Commission’s sales tax revenue bonds and the master indentures for the Commission’s toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

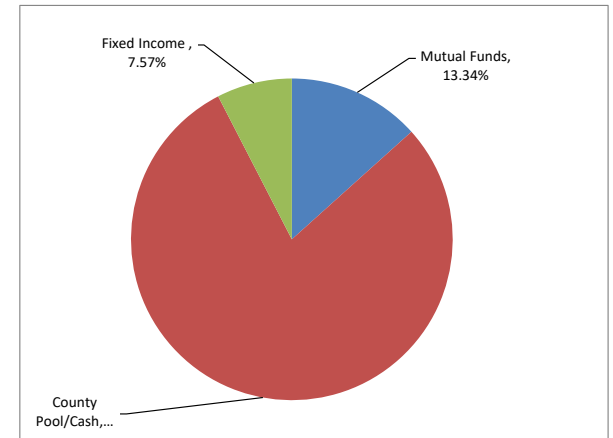
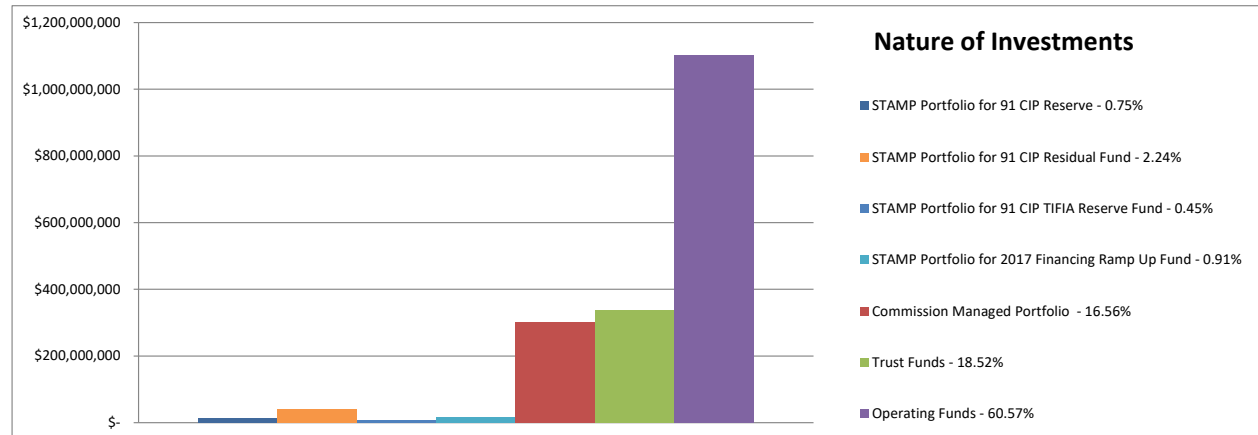
This is an information item. There is no fiscal impact.

Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: September 30, 2024

	STATEMENT BALANCE ¹	FINANCIAL INSTUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	19,160,825	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,083,660,801	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,102,821,626											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund: Local Transportation Fund	337,159,951	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	337,159,951											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	58,591,721	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	242,912,621	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	301,504,342											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	13,656,013	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	40,811,834	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	8,236,588	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	62,704,435											
STAMP PORTFOLIO for 2017 Financing												
Ramp Up Fund	16,599,439	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 2017 Financing	16,599,439											
TOTAL All Cash and Investments	\$ 1,820,789,793											

Notes:
¹ Unreconciled and unaudited



AGENDA ITEM 6E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Mireya Jarquin, Senior Management Analyst Jennifer Crosson, Toll Operations Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	15 Express Lanes Monthly Status Reports

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the 15 Express Lanes Monthly Reports for April, May, June and July 2024.

BACKGROUND INFORMATION:

The monthly 15 Express Lanes reports for April, May, June and July 2024 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 Monthly Status Report for April 2024
- 2) 15 Express Lanes Monthly Status Report for May 2024
- 3) 15 Express Lanes Monthly Status Report for June 2024
- 4) 15 Express Lanes Monthly Status Report for July 2024



RiversideExpress
15 ExpressLanes

Status Report
April 30, 2024

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TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for April 2024 was 2,745,488. This represents a daily average of 87,538 transactions. Potential toll revenue for April was \$3,381,484. Carpool percentage for April was 12.1%.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of April 2024.

Current Month-to-Date as of April 30, 2024

Transactions	APR-24 MTD	Stantec MTD Projected	# Variance	% Variance	APR-23 MTD	Yr-to-Yr % Variance
SOV	2,412,435				1,977,001	22.0%
HOV3+	333,053				241,983	37.6%
Total Gross Transactions	2,745,488	2,853,657	(108,169)	(3.8%)	2,218,984	23.7%
Revenue						
SOV	\$3,381,484				\$2,609,073	29.6%
HOV3+	\$0				\$0	
Total Gross Revenue	\$3,381,484	\$2,727,600	\$653,884	24.0%	\$2,609,073	29.6%
Average Revenue per Transaction						
Average SOV	\$1.40				\$1.32	6.1%
Average HOV3+	\$0.00				\$0.00	
Average Gross Revenue	\$1.23	\$0.96	\$0.27	28.1%	\$1.18	4.2%

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	1,172,621	160,131	1,332,752	48.5%	\$957,511	28.3%
Southbound	1,239,814	172,922	1,412,736	51.5%	\$2,423,972	71.7%
Totals	2,412,435	333,053	2,745,488	100.0%	\$3,381,483	100.0%

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

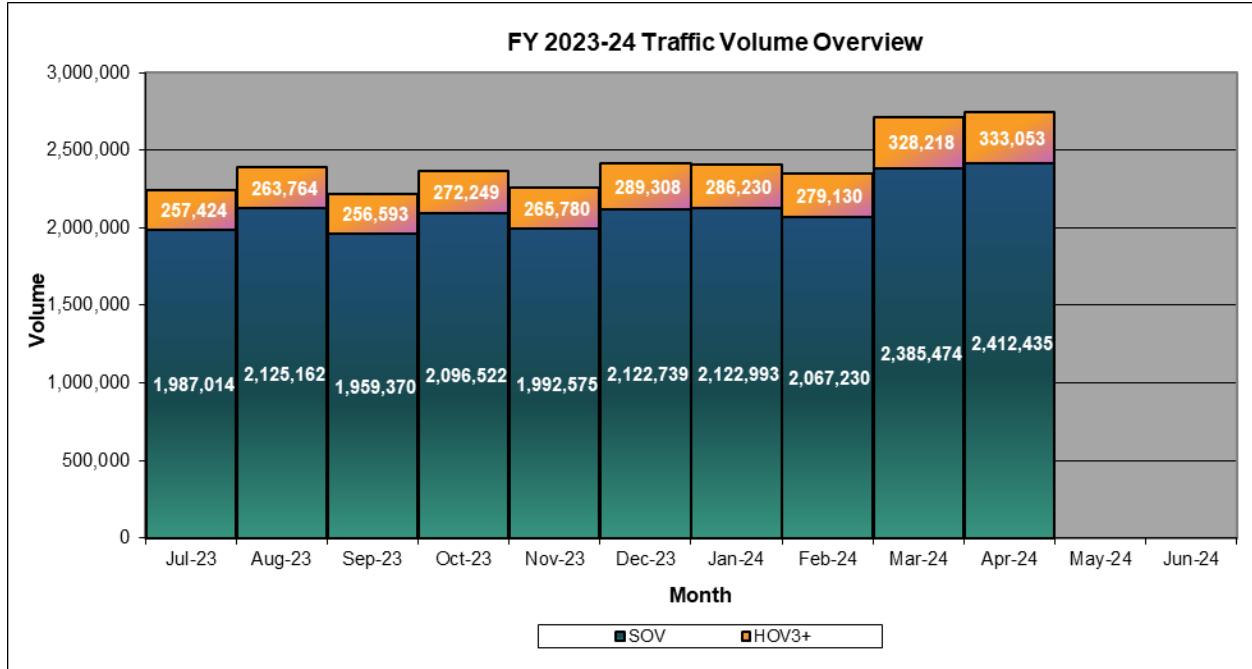
Fiscal year-to-date (YTD) traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2023 through April 2024. Year-to-date average revenue per-transaction is \$1.19.

FY 2023-24 Year-to-Date as of April 30, 2024

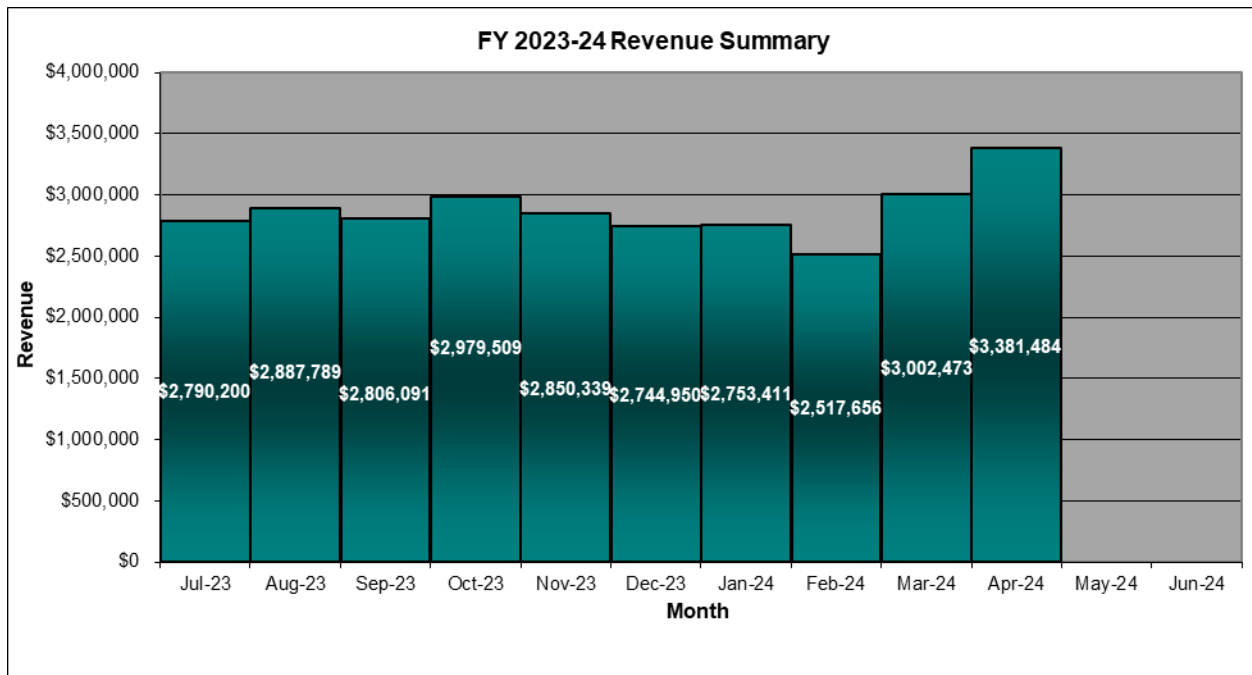
Transactions	FY 2023-24 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2022-23 YTD Actual	Yr-toYr % Variance
SOV	21,271,514				18,392,956	15.7%
HOV3+	2,831,749				2,224,701	27.3%
Total Gross Transactions	24,103,263	26,970,871	(2,867,608)	(10.6%)	20,617,657	16.9%
Revenue						
SOV	\$28,713,903				\$23,444,530	22.5%
HOV3+	\$0				\$0	
Total Gross Revenue	\$28,713,903	\$26,599,357	\$2,114,546	7.9%	\$23,444,530	22.5%
Average Revenue per Transaction						
Average SOV	\$1.35				\$1.27	6.3%
Average HOV3+	\$0.00				\$0.00	
Average Gross Revenue	\$1.19	\$0.99	\$0.20	20.2%	\$1.14	4.4%

TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2023-24 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.

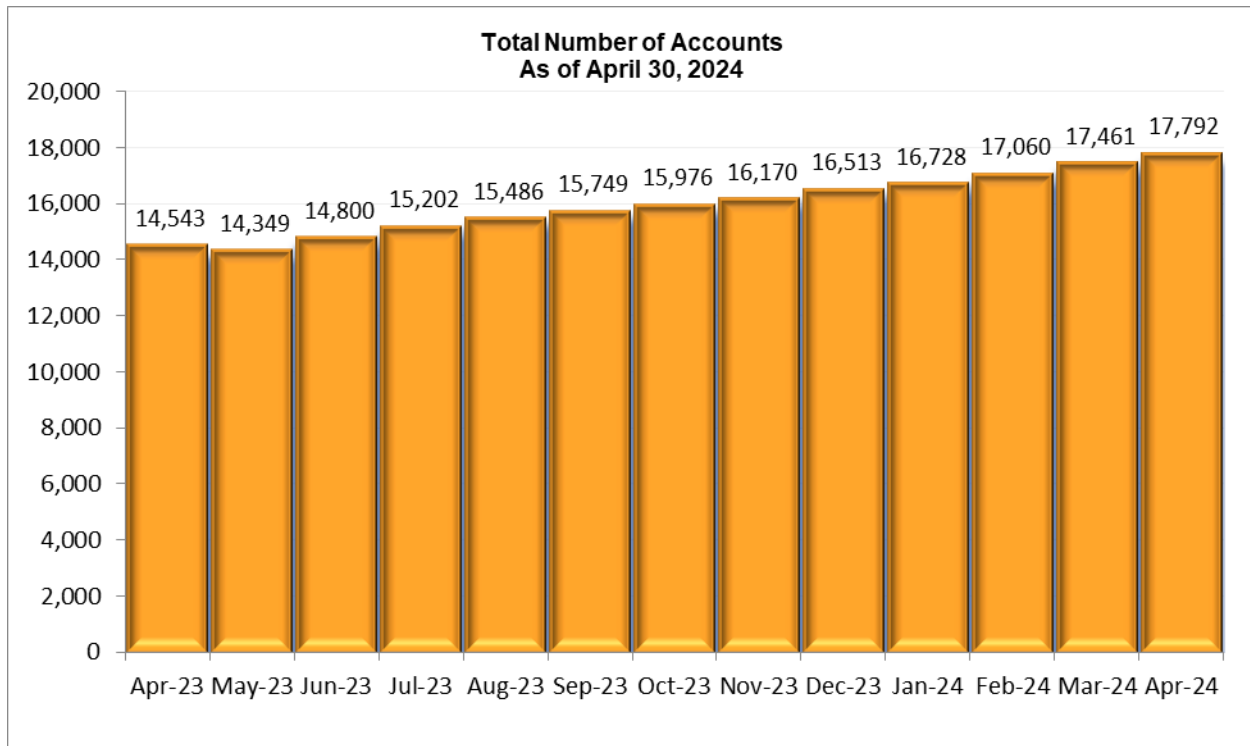
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	11.8%	12.5%
Highest Toll	\$3.10	\$14.00
Highest Traffic Hour	6AM, 15N Second /Limonite 1,850 Transactions	3PM, 15S Magnolia/Cajalco 1,734 Transactions

CUSTOMER SERVICE

PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	APRIL 2024 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	14 seconds highest avg wait time
Abandon Rate	Less than 2%	0.5% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	97.31% 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 April 2024, Riverside Express had 17,792 customer accounts and 50,785 transponders classified as assigned.



CUSTOMER CONTACT ACTIVITY

During April, RiversideExpress.com was visited by 25,086 users and the Customer Service Center processed 1,406 pieces of correspondence.

OPERATIONAL HIGHLIGHTS

ON-ROAD OPERATIONS

Freeway Service Patrol responded to 94 calls during the month of April. Of those calls, 69 were to assist disabled vehicles, 14 call to remove debris, and 11 were in response to an accident that affected the Express Lanes.

OPERATIONAL ACTIVITY

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

FINANCIAL HIGHLIGHTS

RCTC 15 Express Lanes Operating Statement

Description	YTD as of : 4/30/2024		YTD Variance	
	Actual ¹	Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 27,989,280.77	\$ 22,551,666.67	\$ 5,437,614.10	24.1
Fee Revenue	6,885,354.87	4,872,083.33	2,013,271.54	41.3
Total operating revenues	34,874,635.64	27,423,750.00	7,450,885.64	27.2
Operating expenses:				
Salaries and Benefits	405,800.19	735,666.67	329,866.48	44.8
Legal Services	13,191.30	185,000.00	171,808.70	92.9
Advisory Services	25,229.27	50,833.33	25,604.06	50.4
Audit and Accounting Fees	27,964.00	25,000.00	(2,964.00)	(11.9)
Service Fees	15,521.56	18,333.33	2,811.77	15.3
Other Professional Services	259,380.24	784,166.67	524,786.43	66.9
Lease Expense	16,841.79	14,333.33	(2,508.46)	(17.5)
Operations	1,897,209.52	2,632,500.00	735,290.48	27.9
Utilities	153,801.79	112,583.33	(41,218.46)	(36.6)
Supplies and Materials	254.28	3,750.00	3,495.72	93.2
Membership and Subscription Fees	16,271.53	13,333.33	(2,938.20)	(22.0)
Office Equipment & Furniture (Non-Capital)	-	12,500.00	12,500.00	100.0
Maintenance/Repairs	301,354.19	411,416.67	110,062.48	26.8
Training Seminars and Conferences	725.00	6,666.67	5,941.67	89.1
Transportation Expenses	775.20	2,416.67	1,641.47	67.9
Lodging	999.09	2,083.33	1,084.24	52.0
Meals	435.07	416.67	(18.40)	(4.4)
Other Staff Expenses	209.45	416.67	207.22	49.7
Advertising	-	83,333.33	83,333.33	100.0
Program Management	45,321.91	64,083.33	18,761.42	29.3
Program Operations	4,889,618.15	7,343,916.67	2,454,298.52	33.4
Litigation Settlement	-	4,166.67	4,166.67	100.0
Furniture & Equipment	-	14,583.33	14,583.33	100.0
Improvements	-	25,000.00	25,000.00	100.0
Bad Debt Expense	349.64	1,250.00	900.36	72.0
Total operating expenses	8,071,253.17	12,547,750.00	4,476,496.83	35.7
Operating income (loss)	26,803,382.47	14,876,000.00	11,927,382.47	80.2
Nonoperating revenues (expenses):				
Interest Revenue	3,725,486.91	846,666.67	2,878,820.24	(340.0)
Other Miscellaneous Revenue	801,974.33	83,333.33	718,641.00	(862.4)
Interest Expense	(3,355,890.00)	-	(3,355,890.00)	N/A
Total nonoperating revenues (expenses)	1,171,571.24	930,000.00	241,571.24	(26.0)
Transfers In	203.86	258,333.33	(258,129.47)	99.9
Transfers Out	(267,200.00)	(247,000.00)	(20,200.00)	8.2
Net income (loss)	\$ 27,707,957.57	\$ 15,817,333.33	\$ 11,890,624.24	75.2

¹ Unaudited



RiversideExpress
15 ExpressLanes

Status Report
May 31, 2024

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TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for May 2024 was 2,896,068. This represents a daily average of 93,516-422 transactions. Potential toll revenue for May was \$3,724,339. Carpool percentage for May was 12.3%.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of May 2024.

Current Month-to-Date as of May 31, 2024

Transactions	MAY-24 MTD	Stantec MTD Projected	# Variance	% Variance	MAY-23 MTD	Yr-to-Yr % Variance
SOV	2,538,485				2,220,421	14.3%
HOV3+	357,583				266,987	33.9%
Total Gross Transactions	2,896,068	2,763,600	132,468	4.8%	2,487,408	16.4%
Revenue						
SOV	\$3,724,339				\$3,288,145	13.3%
HOV3+	\$0				\$0	
Total Gross Revenue	\$3,724,339	\$2,916,715	\$807,624	27.7%	\$3,288,145	13.3%
Average Revenue per Transaction						
Average SOV	\$1.47				\$1.48	(0.7%)
Average HOV3+	\$0.00				\$0.00	
Average Gross Revenue	\$1.29	\$1.06	\$0.23	21.7%	\$1.32	(2.3%)

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	1,242,233	173,382	1,415,615	48.9%	\$1,031,996	27.7%
Southbound	1,296,252	184,201	1,480,453	51.1%	\$2,692,343	72.3%
Totals	2,538,485	357,583	2,896,068	100.0%	\$3,724,339	100.0%

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

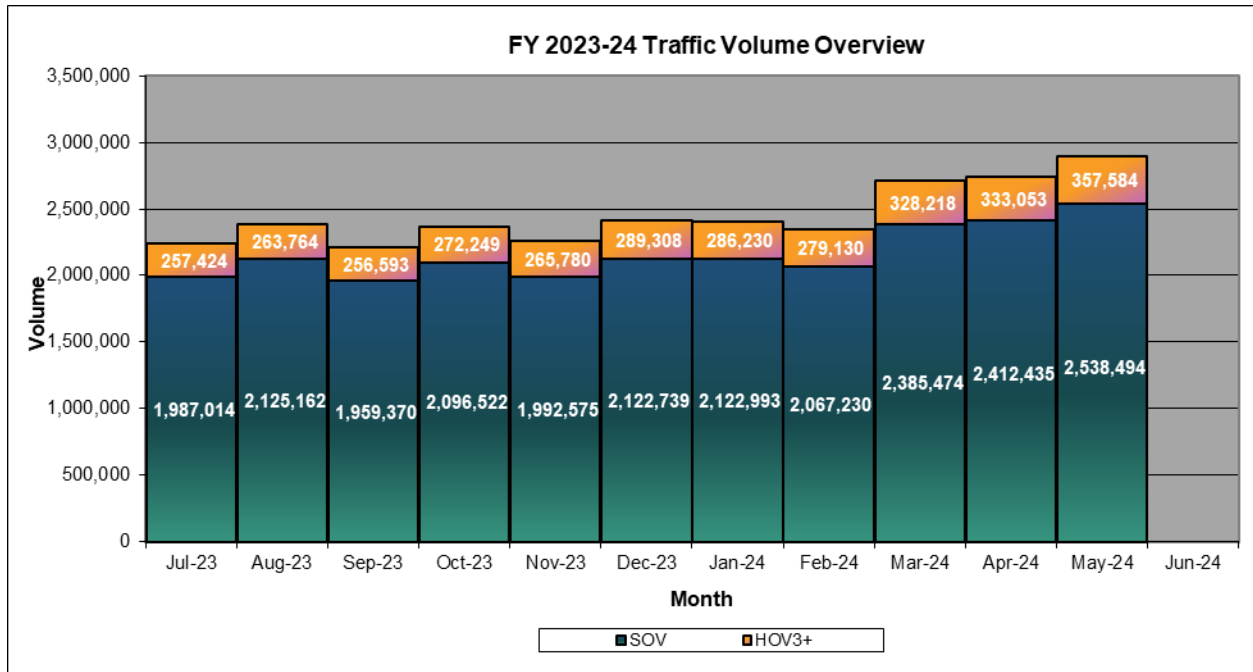
Fiscal year-to-date (YTD) traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2023 through May 2024. Year-to-date average revenue per-transaction is \$1.20.

FY 2023-24 Year-to-Date as of May 31, 2024

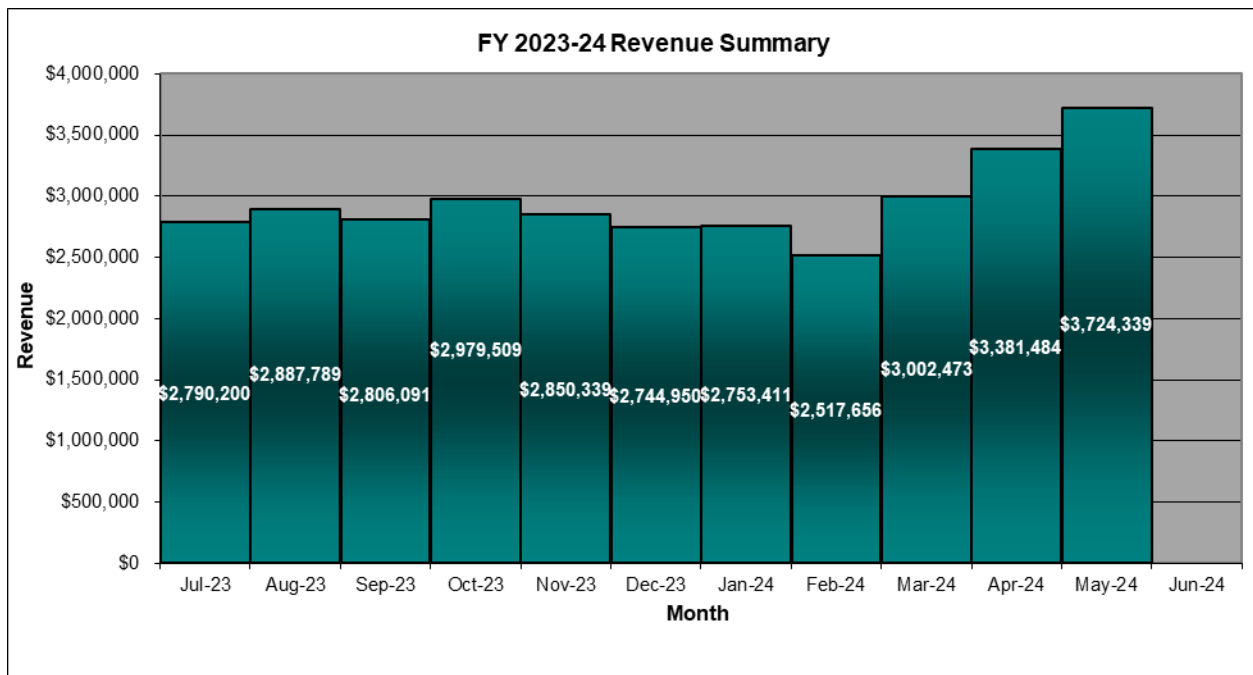
Transactions	FY 2023-24 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2022-23 YTD Actual	Yr-toYr % Variance
SOV	23,810,008				20,703,274	15.0%
HOV3+	3,189,333				2,501,585	27.5%
Total Gross Transactions	26,999,341	29,887,586	(2,888,245)	(9.7%)	23,204,859	16.4%
Revenue						
SOV	\$32,438,242				\$27,246,389	19.1%
HOV3+	\$0				\$0	
Total Gross Revenue	\$32,438,242	\$29,362,957	\$3,075,285	10.5%	\$27,246,389	19.1%
Average Revenue per Transaction						
Average SOV	\$1.36				\$1.32	3.0%
Average HOV3+	\$0.00				\$0.00	
Average Gross Revenue	\$1.20	\$0.98	\$0.22	22.4%	\$1.17	2.6%

TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2023-24 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.

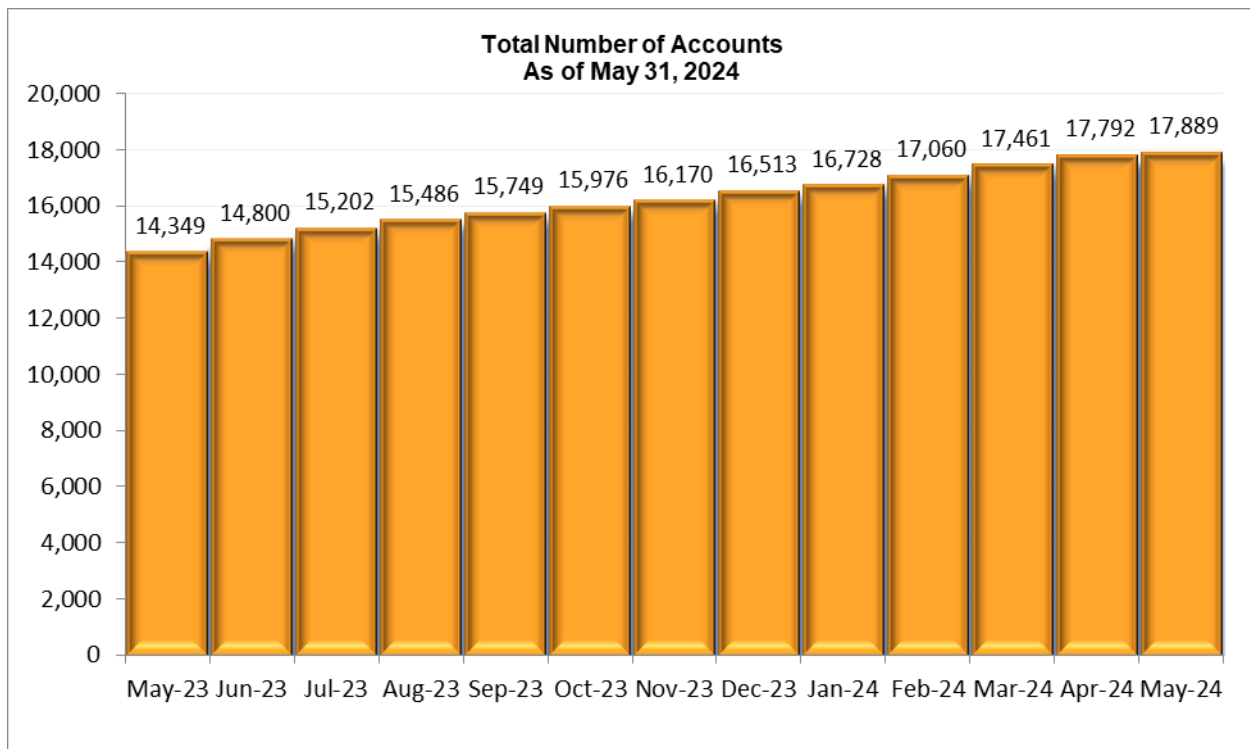
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	12.1%	12.6%
Highest Toll	\$2.70	\$14.00
Highest Traffic Hour	7AM, 15N Sixth /SR60 1,729 Transactions	4PM, 15S SR60/Sixth 1,771 Transactions

CUSTOMER SERVICE

PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	MAY 2024 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	12 seconds highest avg wait time
Abandon Rate	Less than 2%	0.4% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	97.85% 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 May 2024, Riverside Express had 17,889 customer accounts and 52,043 transponders classified as assigned.



CUSTOMER CONTACT ACTIVITY

During May, RiversideExpress.com was visited by 22,598 users and the Customer Service Center processed 1,364 pieces of correspondence.

OPERATIONAL HIGHLIGHTS

ON-ROAD OPERATIONS

Freeway Service Patrol responded to 110 calls during the month of May. Of those calls, 82 were to assist disabled vehicles, 17 call to remove debris, and 11 were in response to an accident that affected the Express Lanes.

OPERATIONAL ACTIVITY

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

FINANCIAL HIGHLIGHTS

RCTC 15 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	5/31/2024 Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 31,501,627.22	\$ 24,806,833.33	\$ 6,694,793.89	27.0
Fee Revenue	7,622,885.08	5,359,291.67	2,263,593.41	42.2
Total operating revenues	39,124,512.30	30,166,125.00	8,958,387.30	29.7
Operating expenses:				
Salaries and Benefits	471,942.16	809,233.33	337,291.17	41.7
Legal Services	14,257.80	203,500.00	189,242.20	93.0
Advisory Services	26,776.77	55,916.67	29,139.90	52.1
Audit and Accounting Fees	27,964.00	27,500.00	(464.00)	(1.7)
Service Fees	17,539.09	20,166.67	2,627.58	13.0
Other Professional Services	283,002.42	656,333.33	373,330.91	56.9
Lease Expense	16,841.79	15,766.67	(1,075.12)	(6.8)
Operations	1,993,068.31	2,974,583.33	981,515.02	33.0
Utilities	166,241.70	203,591.67	37,349.97	18.3
Supplies and Materials	663.12	4,125.00	3,461.88	83.9
Membership and Subscription Fees	16,271.53	14,666.67	(1,604.86)	(10.9)
Office Equipment & Furniture (Non-Capital)	-	13,750.00	13,750.00	100.0
Maintenance/Repairs	333,681.69	454,391.67	120,709.98	26.6
Training Seminars and Conferences	1,390.00	7,333.33	5,943.33	81.0
Transportation Expenses	1,384.88	2,658.33	1,273.45	47.9
Lodging	1,751.85	2,291.67	539.82	23.6
Meals	535.07	458.33	(76.74)	(16.7)
Other Staff Expenses	209.45	458.33	248.88	54.3
Advertising	-	91,666.67	91,666.67	100.0
Program Management	49,235.67	70,491.67	21,256.00	30.2
Program Operations	5,462,735.40	8,078,308.33	2,615,572.93	32.4
Litigation Settlement	-	4,583.33	4,583.33	100.0
Furniture & Equipment	-	43,541.67	43,541.67	100.0
Improvements	-	-	-	N/A
Bad Debt Expense	771.19	1,375.00	603.81	43.9
Total operating expenses	8,886,263.89	13,756,691.67	4,870,427.78	35.4
Operating income (loss)	30,238,248.41	16,409,433.33	13,828,815.08	84.3
Nonoperating revenues (expenses):				
Interest Revenue	4,181,985.76	931,333.33	3,250,652.43	(349.0)
Other Miscellaneous Revenue	801,974.33	91,666.67	710,307.66	(774.9)
Interest Expense	(3,355,890.00)	-	(3,355,890.00)	N/A
Total nonoperating revenues (expenses)	1,628,070.09	1,023,000.00	605,070.09	(59.1)
Transfers In	203.86	284,166.67	(283,962.81)	99.9
Transfers Out	(337,700.00)	(271,700.00)	(66,000.00)	24.3
Net income (loss)	\$ 31,528,822.36	\$ 17,444,900.00	\$ 14,083,922.36	80.7

¹ Unaudited



RiversideExpress
15 ExpressLanes

Status Report
June 30, 2024

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TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for June 2024 was 2,719,571. This represents a daily average of 90,652 transactions. Potential toll revenue for June was \$3,126,435. Carpool percentage for June was 12.9%.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following transactions and revenue statistics tables represent all transactions on the 15 Express Lanes and associated potential revenue for the month of June 2024.

Current Month-to-Date as of June 30, 2024

Transactions	June-24 MTD	Stantec MTD Projected	# Variance	% Variance	June-23 MTD	Yr-to-Yr % Variance
SOV	2,369,419				2,111,602	12.2%
HOV3+	350,152				260,980	34.2%
Total Gross Transactions	2,719,571	2,615,614	103,957	4.0%	2,372,582	14.6%
Revenue						
SOV	\$3,126,435				\$3,102,161	0.8%
HOV3+	\$0				\$0	
Total Gross Revenue	\$3,126,435	\$2,521,229	\$605,206	24.0%	\$3,102,161	0.8%
Average Revenue per Transaction						
Average SOV	\$1.32				\$1.47	(10.2%)
Average HOV3+	\$0.00				\$0.00	
Average Gross Revenue	\$1.15	\$0.96	\$0.19	19.8%	\$1.31	(12.2%)

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	1,144,200	165,982	1,310,182	48.2%	\$877,888	28.1%
Southbound	1,225,219	184,170	1,409,389	51.8%	\$2,248,432	71.9%
Totals	2,369,419	350,152	2,719,571	100.0%	\$3,126,319	100.0%

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

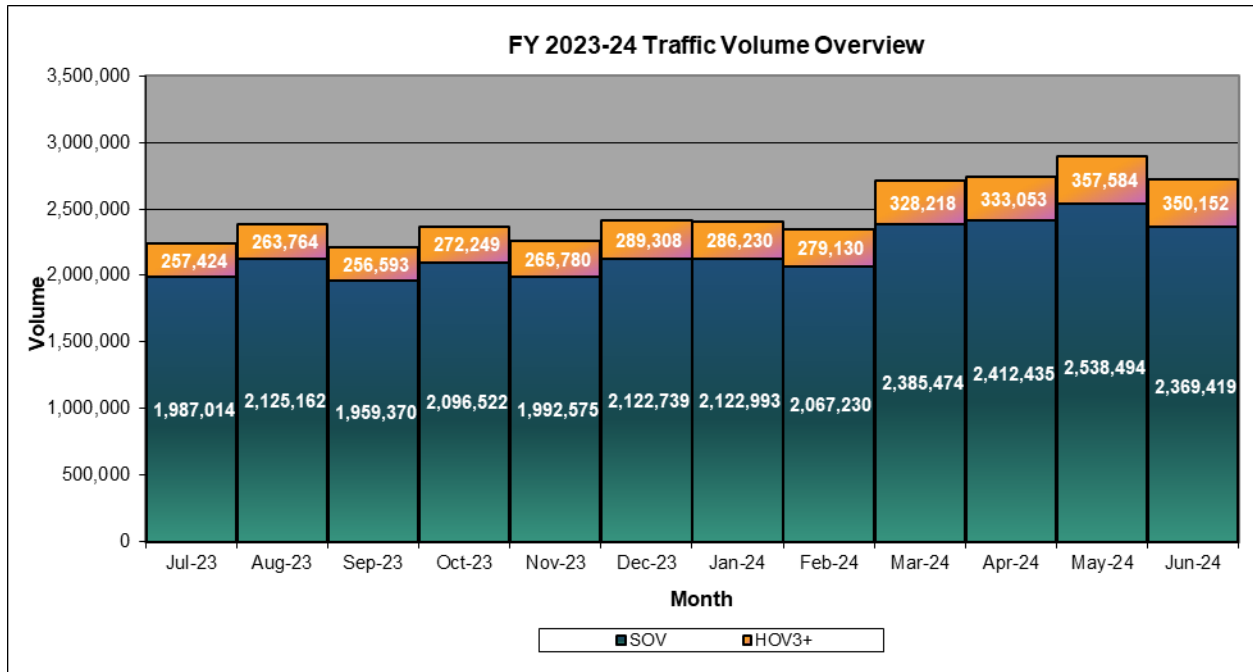
Fiscal year-to-date (YTD) traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the months of July 2023 through June 2024. Year-to-date average revenue per-transaction is \$1.20.

FY 2023-24 Year-to-Date as of June 30, 2024

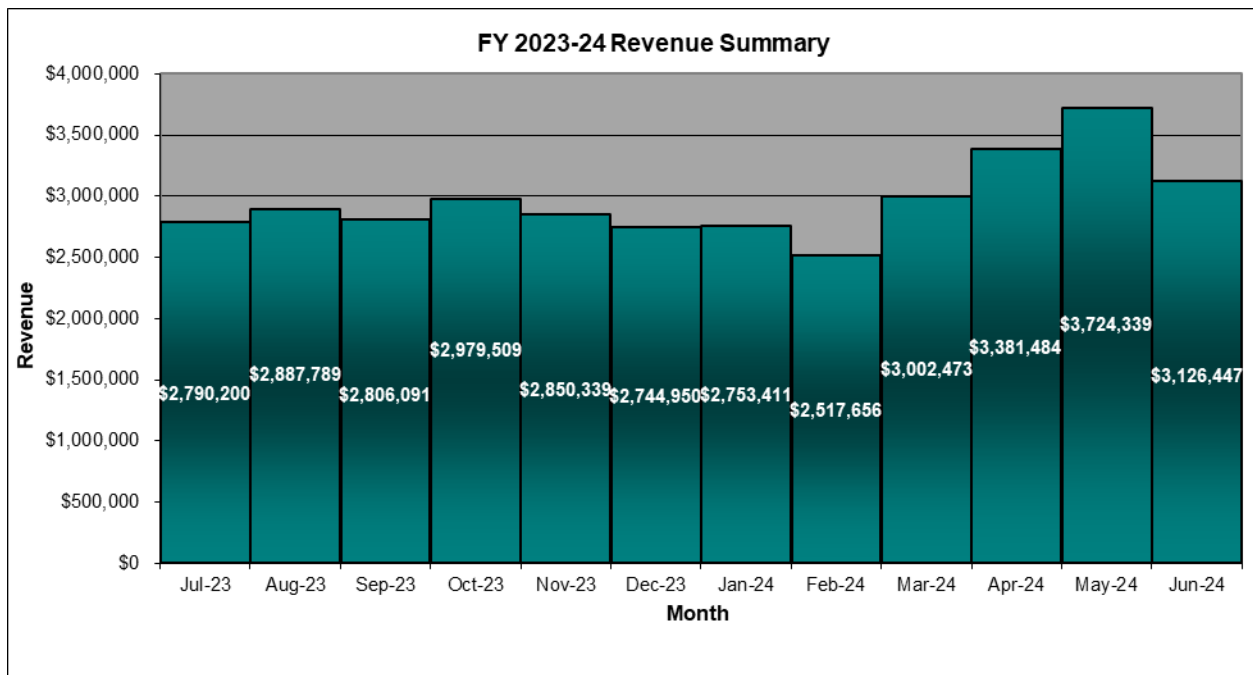
Transactions	FY 2023-24 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2022-23 YTD Actual	Yr-toYr % Variance
SOV	26,179,427				22,814,876	14.7%
HOV3+	3,539,485				2,762,565	28.1%
Total Gross Transactions	29,718,912	32,503,200	(2,784,288)	(8.6%)	25,577,441	16.2%
Revenue						
SOV	\$35,564,690				\$30,348,550	17.2%
HOV3+	\$0				\$0	
Total Gross Revenue	\$35,564,690	\$31,884,186	\$3,680,504	11.5%	\$30,348,550	17.2%
Average Revenue per Transaction						
Average SOV	\$1.36				\$1.33	2.3%
Average HOV3+	\$0.00				\$0.00	
Average Gross Revenue	\$1.20	\$0.98	\$0.22	22.4%	\$1.19	0.8%

TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2023-24 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.

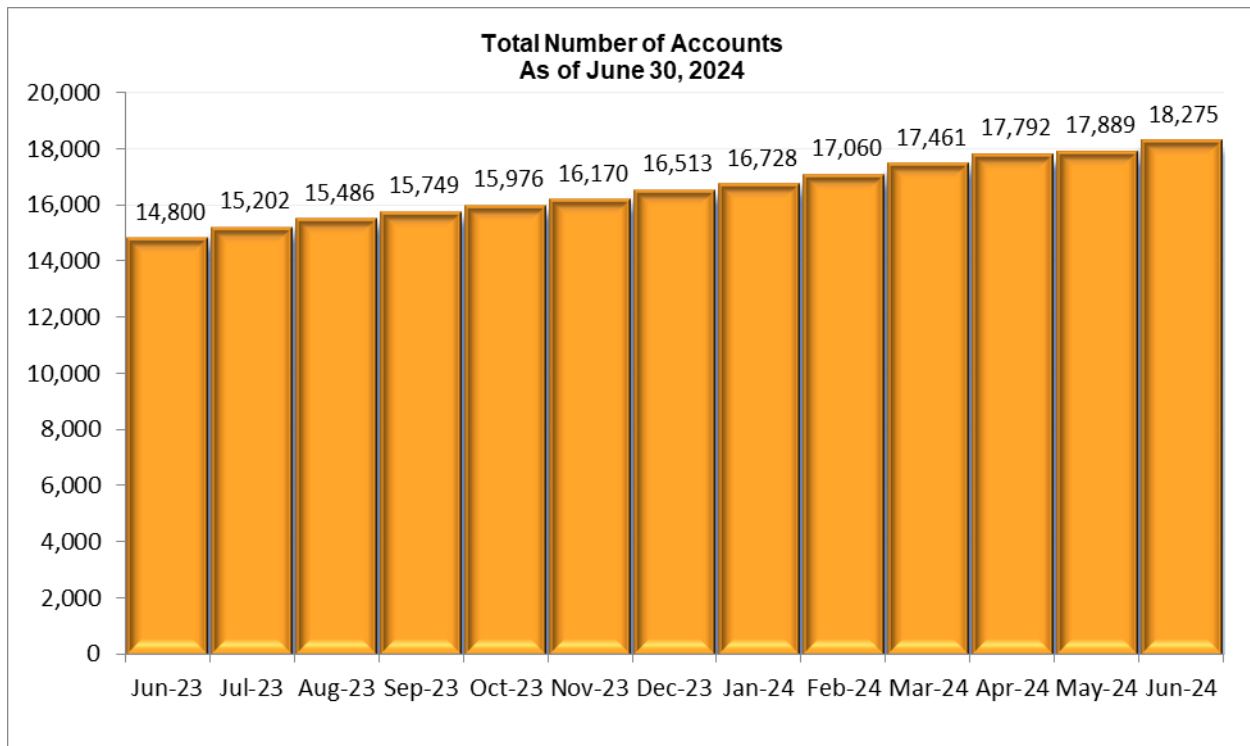
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	12.0%	13.3%
Highest Toll	\$3.00	\$14.00
Highest Traffic Hour	7AM, 15N Sixth /SR60 1,327 Transactions	2PM, 15S Magnolia/Cajalco 1,722 Transactions

CUSTOMER SERVICE

PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	JUNE 2024 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	10 seconds highest avg wait time
Abandon Rate	Less than 2%	0.4% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	97.46% 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 June 2024, Riverside Express had 18,275 customer accounts and 53,197 transponders classified as assigned.



CUSTOMER CONTACT ACTIVITY

During June, RiversideExpress.com was visited by 22,997 users and the Customer Service Center processed 1,211 pieces of correspondence.

OPERATIONAL HIGHLIGHTS

ON-ROAD OPERATIONS

Freeway Service Patrol responded to 136 calls during the month of June. Of those calls, 98 were to assist disabled vehicles, 16 call to remove debris, and 22 were in response to an accident that affected the Express Lanes.

OPERATIONAL ACTIVITY

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

FINANCIAL HIGHLIGHTS

RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	6/30/2024 Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 82,856,835.54	\$ 59,207,500.00	\$ 23,649,335.54	39.9
Fee Revenue	8,815,002.01	5,873,000.00	2,942,002.01	50.1
Total operating revenues	91,671,837.55	65,080,500.00	26,591,337.55	40.9
Operating expenses:				
Salaries and Benefits	1,057,572.24	901,000.00	(156,572.24)	(17.4)
Legal Services	20,072.59	205,000.00	184,927.41	90.2
Advisory Services	52,525.06	74,000.00	21,474.94	29.0
Audit and Accounting Fees	34,454.00	38,000.00	3,546.00	9.3
Service Fees	15,188.91	19,000.00	3,811.09	20.1
Other Professional Services	553,980.53	1,184,500.00	630,519.47	53.2
Lease Expense	290,833.87	351,600.00	60,766.13	17.3
Operations	4,165,055.60	5,263,900.00	1,098,844.40	20.9
Utilities	108,064.36	168,600.00	60,535.64	35.9
Supplies and Materials	2,773.97	6,000.00	3,226.03	53.8
Membership and Subscription Fees	33,909.46	26,000.00	(7,909.46)	(30.4)
Office Equipment & Furniture (Non-Capital)	11,497.00	40,000.00	28,503.00	71.3
Maintenance/Repairs	453,414.57	484,500.00	31,085.43	6.4
Training Seminars and Conferences	1,773.49	8,000.00	6,226.51	77.8
Transportation Expenses	2,114.02	2,900.00	785.98	27.1
Lodging	2,104.94	3,000.00	895.06	29.8
Meals	535.28	3,000.00	2,464.72	82.2
Other Staff Expenses	239.46	500.00	260.54	52.1
Advertising	-	200,000.00	200,000.00	100.0
Program Management	81,073.93	87,100.00	6,026.07	6.9
Program Operations	8,124,663.98	10,441,800.00	2,317,136.02	22.2
Litigation Settlement	1,495.09	5,000.00	3,504.91	70.1
Furniture & Equipment	31,808.13	72,500.00	40,691.87	56.1
Improvements	-	-	-	N/A
Bad Debt Expense	102,103.54	70,000.00	(32,103.54)	(45.9)
Total operating expenses	15,147,254.02	19,655,900.00	4,508,645.98	22.9
Operating income (loss)	76,524,583.53	45,424,600.00	31,099,983.53	68.5
Nonoperating revenues (expenses):				
Interest Revenue	6,889,219.42	1,280,500.00	5,608,719.42	(438.0)
Other Miscellaneous Revenue	797,116.04	-	797,116.04	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(24,910,961.55)	(22,201,000.00)	(2,709,961.55)	12.2
Total nonoperating revenues (expenses)	(17,224,626.09)	(20,920,500.00)	3,695,873.91	17.7
Transfers In	180,634.14	-	180,634.14	N/A
Transfers Out	(684,100.00)	(1,023,600.00)	339,500.00	(33.2)
Net income (loss)	\$ 58,796,491.58	\$ 23,480,500.00	\$ 35,315,991.58	150.4

¹ Unaudited



RiversideExpress
15 ExpressLanes

Status Report
July 31, 2024

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TRAFFIC AND REVENUE

Total toll transactions on the 15 Express Lanes for July 2024 was 2,629,512. This represents a daily average of 84,823 transactions. Potential toll revenue for July was \$3,652,167. Carpool percentage for July was 13.1%.

Month-to-date (MTD) 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 July 2024.

Current Month-to-Date as of July 31, 2024

Transactions	JUL-24 MTD	Stantec MTD Projected	# Variance	% Variance	JUL-23 MTD	Yr-to-Yr % Variance
SOV	2,286,223				1,987,014	15.1%
HOV3+	343,289				257,424	33.4%
Total Gross Transactions	2,629,512	2,641,715	(12,203)	(0.5%)	2,244,438	17.2%
Revenue						
SOV	\$3,652,167				\$2,790,200	30.9%
HOV3+	\$0				\$0	
Total Gross Revenue	\$3,652,167	\$2,693,142	\$959,025	35.6%	\$2,790,200	30.9%
Average Revenue per Transaction						
Average SOV	\$1.60				\$1.40	14.3%
Average HOV3+	\$0.00				\$0.00	
Average Gross Revenue	\$1.39	\$1.02	\$0.37	36.3%	\$1.24	12.1%

Direction	SOV	HOV3+	Transactions	% Total Transactions	Expected Revenue	% Expected Revenue
Northbound	1,103,393	163,417	1,266,810	48.2%	\$1,043,664	27.3%
Southbound	1,182,830	179,872	1,362,702	51.8%	\$2,608,503	72.7%
Totals	2,286,223	343,289	2,629,512	100.0%	\$3,652,167	100.0%

SOV: Single Occupancy Vehicle
HOV3+: High Occupancy Vehicle

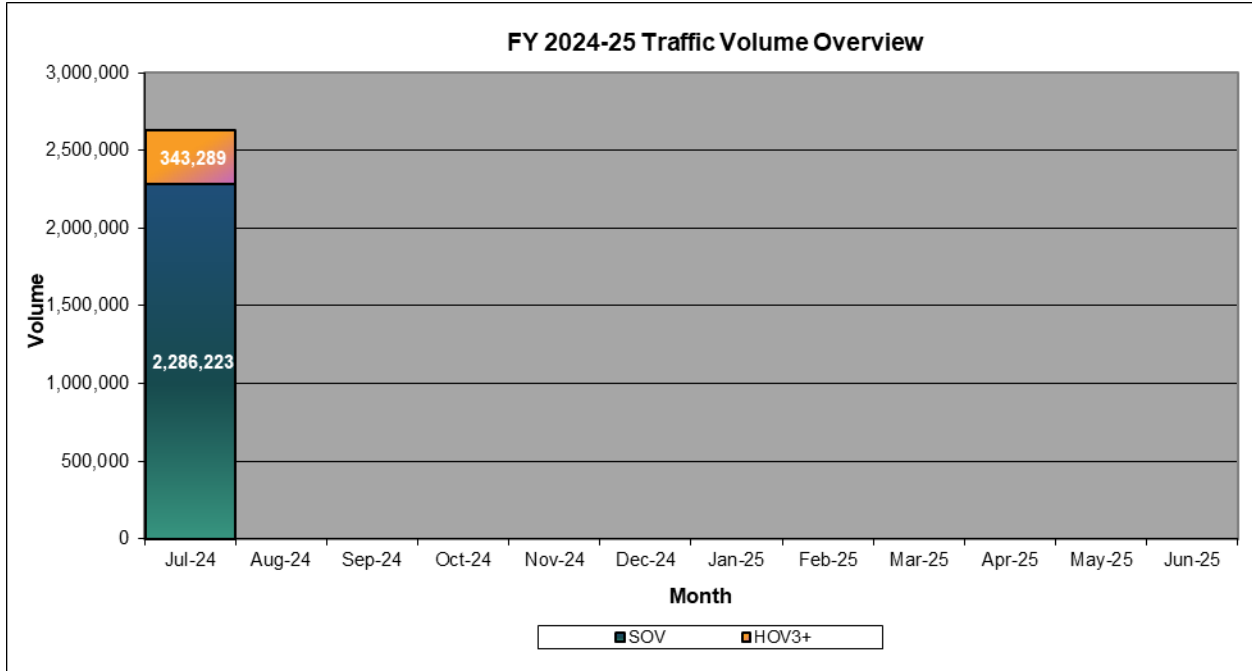
Fiscal year-to-date (YTD) traffic and revenue data are summarized in the table below. The following transaction and revenue statistics represent all transactions on the 15 Express Lanes and associated potential revenue for the month of July 2024. Year-to-date average revenue per-transaction is \$1.39.

FY 2024-25 Year-to-Date as of July 31, 2024

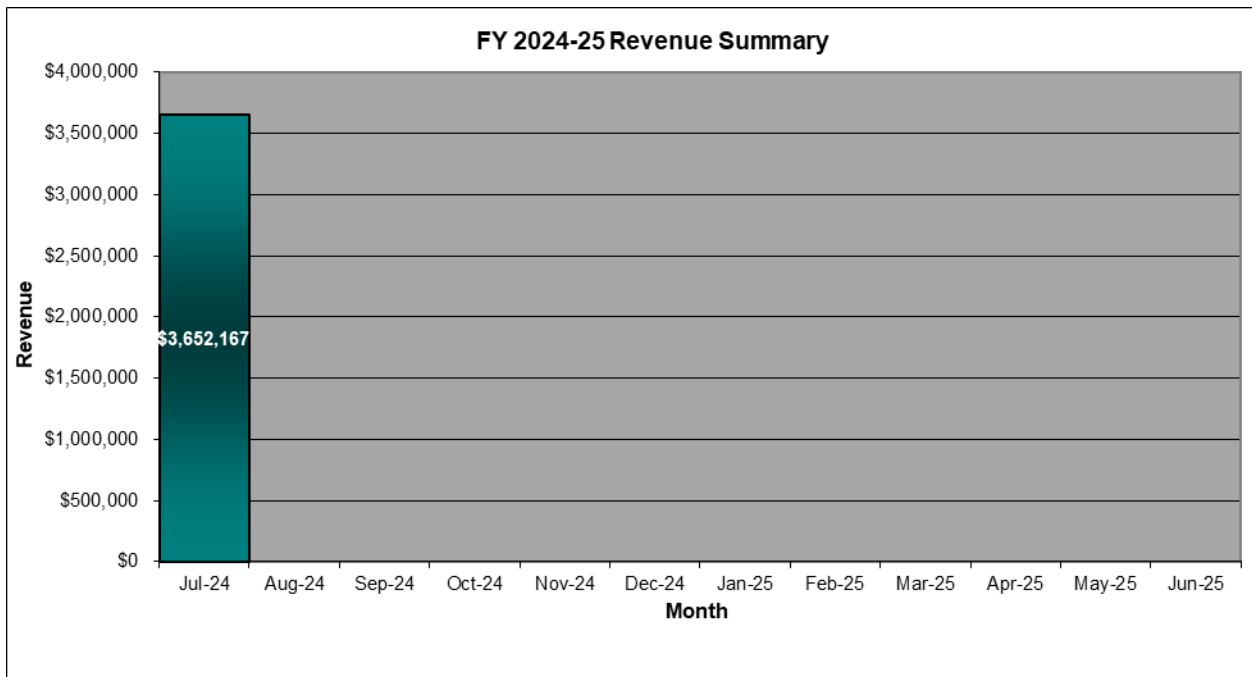
Transactions	FY 2024-25 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2023-24 YTD Actual	Yr-toYr % Variance
SOV	2,286,223				1,987,014	15.1%
HOV3+	343,289				257,424	33.4%
Total Gross Transactions	2,629,512	2,641,715	(12,203)	(0.5%)	2,244,438	17.2%
Revenue						
SOV	\$3,652,167				\$2,790,200	30.9%
HOV3+	\$0				\$0	
Total Gross Revenue	\$3,652,167	\$2,693,142	\$959,025	35.6%	\$2,790,200	30.9%
Average Revenue per Transaction						
Average SOV	\$1.60				\$1.40	14.3%
Average HOV3+	\$0.00				\$0.00	
Average Gross Revenue	\$1.39	\$1.02	\$0.37	36.3%	\$1.24	12.1%

TRAFFIC AND REVENUE SUMMARY

The chart below reflects the total transactions breakdown between SOV and HOV3+ for FY 2024-25 on a monthly basis.



The chart below reflects the gross potential revenue for FY 2024-25 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.

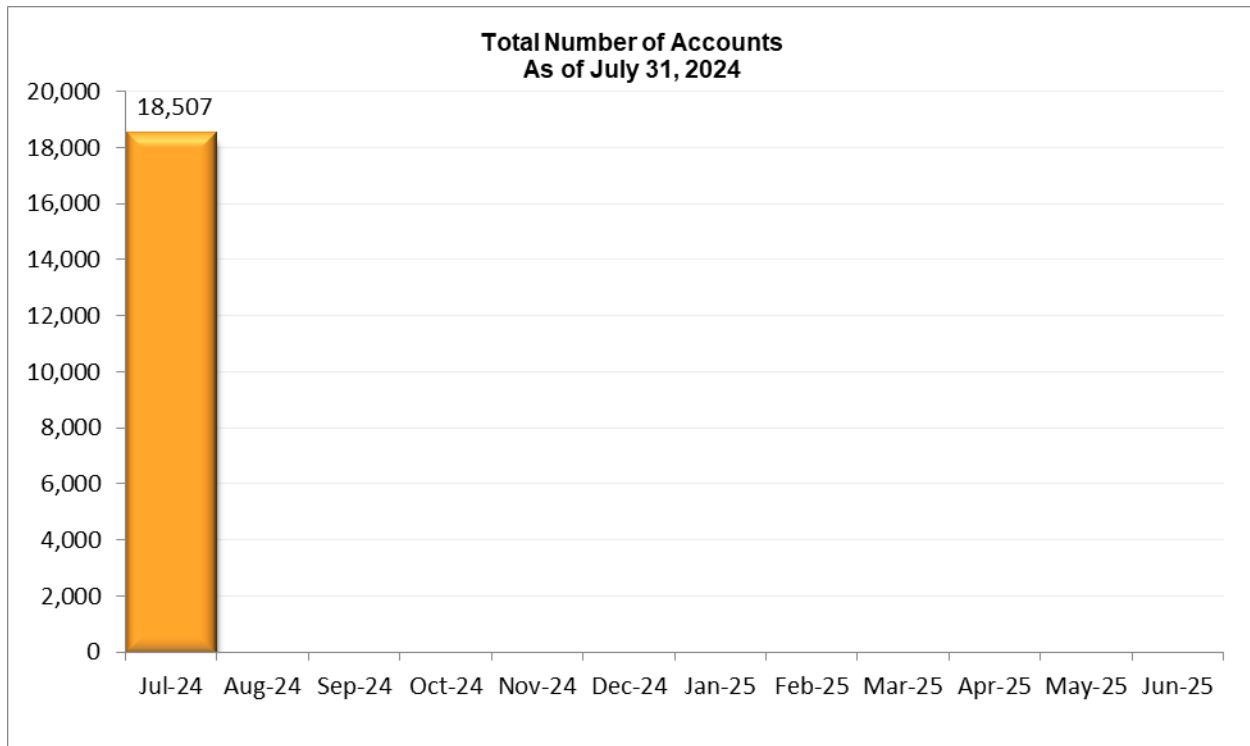
	Morning Peak Northbound 4:00 - 10:00 AM	Afternoon Peak Southbound 2:00 - 8:00 PM
HOV3+	12.1%	13.6%
Highest Toll	\$2.25	\$14.00
Highest Traffic Hour	8AM, 15N Cajalco /Magnolia 1,304 Transactions	4PM, 15S Magnolia/Cajalco 1,602 Transactions

CUSTOMER SERVICE

PERFORMANCE MEASURES

REPORTING REQUIREMENT	PERFORMANCE STANDARD	July 2024 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	12 seconds highest avg wait time
Abandon Rate	Less than 2%	0.4% abandon rate
Customer Satisfaction	90% minimum satisfaction rate	97.15% 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 July 2024, Riverside Express had 18,507 customer accounts and 54,334 transponders classified as assigned.



CUSTOMER CONTACT ACTIVITY

During July, RiversideExpress.com was visited by 22,439 users and the Customer Service Center processed 1,448 pieces of correspondence.

OPERATIONAL HIGHLIGHTS

ON-ROAD OPERATIONS

Freeway Service Patrol responded to 122 calls during the month of July. Of those calls, 87 were to assist disabled vehicles, 23 call to remove debris, and 12 were in response to an accident 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 July mostly consisted of violations inquiries. Seventy-three customers visited the WIC during the month of July, 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 : 7/31/2024		YTD Variance	
	Actual ¹	Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 3,041,491.29	\$ 2,575,750.00	\$ 465,741.29	18.1
Fee Revenue	706,368.06	647,500.00	58,868.06	9.1
Total operating revenues	3,747,859.35	3,223,250.00	524,609.35	16.3
Operating expenses:				
Salaries and Benefits	40,886.24	80,000.00	39,113.76	48.9
Legal Services	-	36,250.00	36,250.00	100.0
Advisory Services	4,418.81	7,083.33	2,664.52	37.6
Audit and Accounting Fees	-	2,600.00	2,600.00	100.0
Service Fees	-	1,833.33	1,833.33	100.0
Other Professional Services	33,562.30	73,458.33	39,896.03	54.3
Lease Expense	-	1,516.67	1,516.67	100.0
Operations	(54,092.01) ²	250,583.33	304,675.34	121.6
Utilities	(14,667.15) ²	19,558.33	34,225.48	175.0
Supplies and Materials	-	416.67	416.67	100.0
Membership and Subscription Fees	-	1,333.33	1,333.33	100.0
Office Equipment & Furniture (Non-Capital)	-	833.33	833.33	100.0
Maintenance/Repairs	(10,669.81) ²	42,558.33	53,228.14	125.1
Training Seminars and Conferences	-	666.67	666.67	100.0
Transportation Expenses	-	750.00	750.00	100.0
Lodging	-	458.33	458.33	100.0
Meals	-	83.33	83.33	100.0
Other Staff Expenses	-	41.67	41.67	100.0
Advertising	-	8,333.33	8,333.33	100.0
Program Management	-	6,450.00	6,450.00	100.0
Program Operations	(560,982.99) ²	595,208.33	1,156,191.32	194.2
Litigation Settlement	-	208.33	208.33	100.0
Furniture & Equipment	-	2,666.67	2,666.67	100.0
Improvements	-	166.67	166.67	100.0
Bad Debt Expense	83.10	125.00	41.90	33.5
Total operating expenses	(561,461.51)	1,133,183.33	1,694,644.84	149.5
Operating income (loss)	4,309,320.86	2,090,066.67	2,219,254.19	106.2
Nonoperating revenues (expenses):				
Interest Revenue	537,668.08	240,400.00	297,268.08	(123.7)
Other Miscellaneous Revenue	-	8,583.33	(8,583.33)	100.0
Interest Expense	-	-	-	N/A
Total nonoperating revenues (expenses)	537,668.08	248,983.33	288,684.75	(115.9)
Transfers In	-	-	-	N/A
Transfers Out	-	(49,100.00)	49,100.00	(100.0)
Net income (loss)	\$ 4,846,988.94	\$ 2,289,950.00	\$ 2,557,038.94	111.7

¹ Unaudited

² Negatives are the result of FY2023/24 accruals

AGENDA ITEM 6F

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Mireya Jarquin, Senior Management Analyst Jennifer Crosson, Toll Operations Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	91 Express Lanes Monthly Status Reports

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the 91 Express Lanes monthly reports for April, May, June and July 2024.

BACKGROUND INFORMATION:

The monthly 91 Express Lanes reports for April, May, June and July 2024 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 Monthly Status Report for April 2024
- 2) 91 Express Lanes Monthly Status Report for May2024
- 3) 91 Express Lanes Monthly Status Report for June 2024
- 4) 91 Express Lanes Monthly Status Report for July 2024



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



Status Report
April 2024

As of April 30, 2024

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes (91 EL) for April 2024 was 1,831,194. This represents a daily average of 61,040 vehicles. This is a 4.4 percent increase in total traffic volume from the same period last year, which totaled 1,754,336. Potential toll revenue for April was \$5,737,019, which represents an increase of 6.1 percent from the prior year’s total of \$5,409,331. Carpool percentage for April was 24.4 percent as compared to the previous year’s rate of 24.5 percent.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 EL and associated potential revenue for the month of April 2024.

Current MTD as of April 30, 2024

	APR-24 MTD Actual	APR-23 MTD Actual	Yr-to-Yr % Variance
Trips			
Full Toll Lanes	1,384,353	1,324,562	4.5%
3+ Lanes	446,841	429,774	4.0%
Total Gross Trips	1,831,194	1,754,336	4.4%
Revenue			
Full Toll Lanes	\$5,665,798	\$5,352,241	5.9%
3+ Lanes	\$71,221	\$57,090	24.8%
Total Gross Revenue	\$5,737,019	\$5,409,331	6.1%
Average Revenue per Trip			
Average Full Toll Lanes	\$4.09	\$4.04	1.2%
Average 3+ Lanes	\$0.16	\$0.13	23.1%
Average Gross Revenue	\$3.13	\$3.08	1.6%



The 2024 fiscal year-to-date (YTD) traffic volume increased by 7.7 percent, and potential toll revenue increased by 7.6 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 2023 through April 2024.

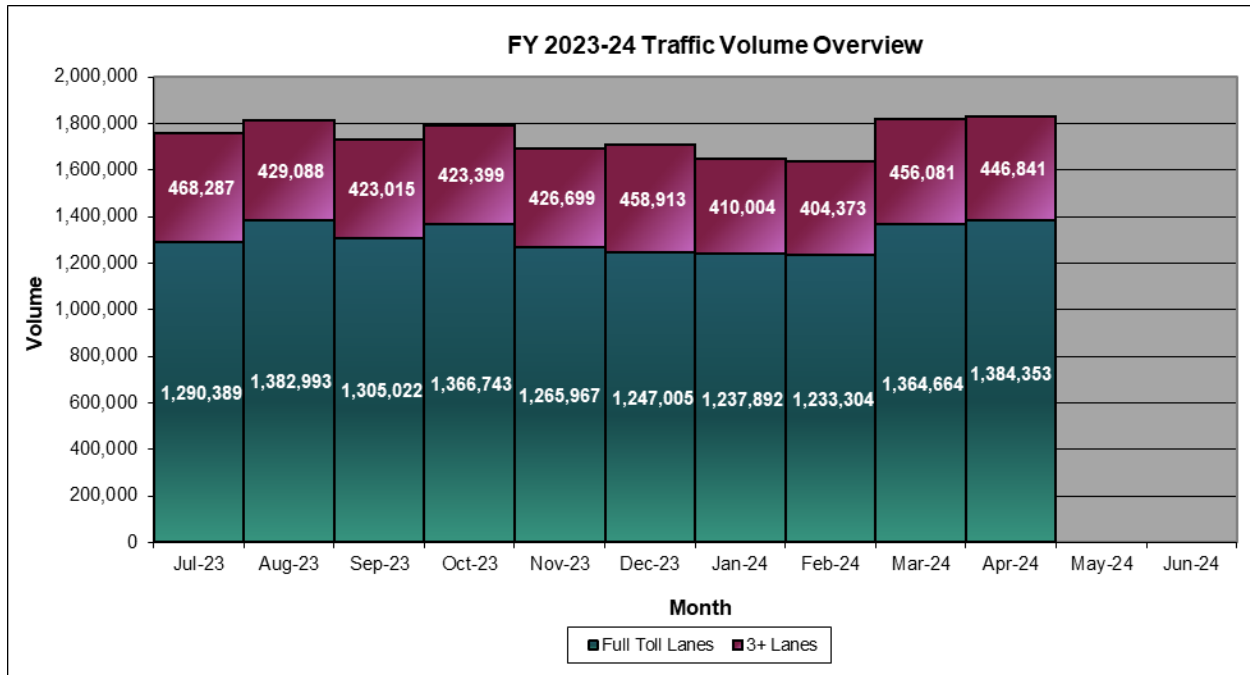
Fiscal Year (FY) 2023-24 YTD as of April 30, 2024

Trips	FY 2023-24 YTD Actual (7/2023-4/2024)	FY 2022-23 YTD Actual (7/2022-4/2023)	Yr-to-Yr % Variance
Full Toll Lanes	13,078,332	12,325,511	6.1%
3+ Lanes	4,346,700	3,849,857	12.9%
Total Gross Trips	17,425,032	16,175,368	7.7%
Revenue			
Full Toll Lanes	\$54,494,563	\$50,665,889	7.6%
3+ Lanes	\$683,282	\$605,916	12.8%
Total Gross Revenue	\$55,177,845	\$51,271,805	7.6%
Average Revenue per Trip			
Average Full Toll Lanes	\$4.17	\$4.11	1.5%
Average 3+ Lanes	\$0.16	\$0.16	0.0%
Average Gross Revenue	\$3.17	\$3.17	0.0%

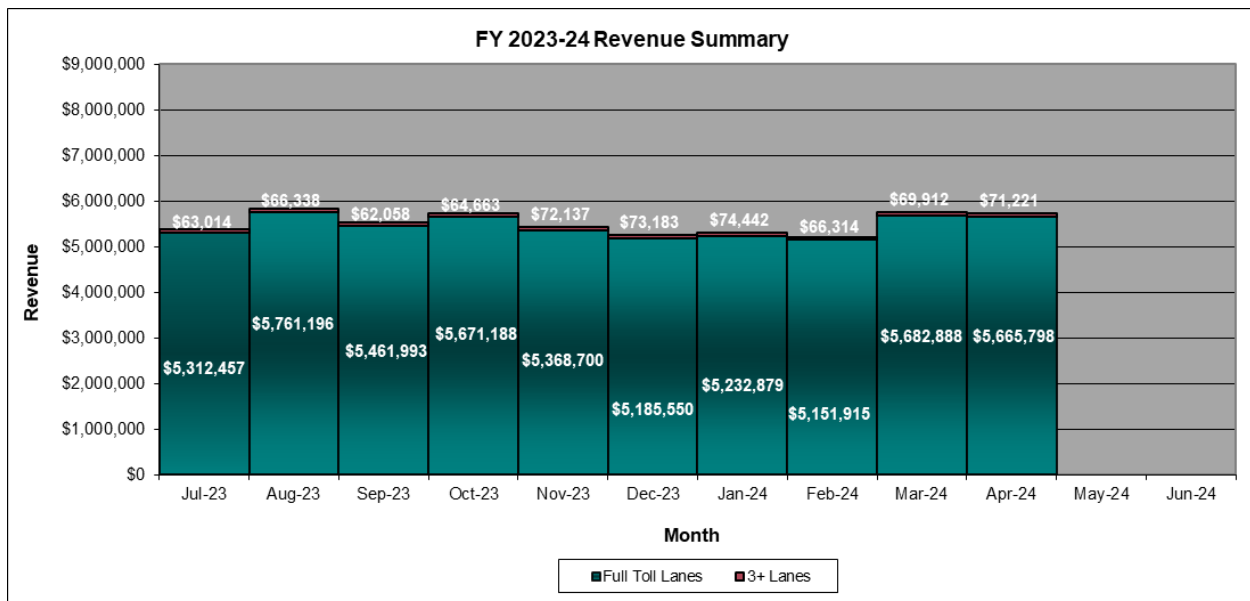


OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2023-24 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 33 times during the month of April 2024. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 98 percent of defined capacity. This is closely monitored since toll adjustments are made based upon capacity percentages per the OCTA Toll Policy for the 91 EL. If capacity is at 92 percent on a consistent basis (over six times during the prior 12 weeks), then an adjustment may be made to toll rates for that particular hour and day.

OCTA EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 04/01/24				Tuesday 04/02/24				Wednesday 04/03/24				Thursday 04/04/24				Friday 04/05/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	586	2,865	84%	\$5.60	528	2,931	86%	\$5.60	546	2,933	86%	\$8.20	566	3,040	89%	\$8.85	544	2,931	86%
1500 - 1600	\$5.95	564	2,807	83%	\$5.90	529	2,863	84%	\$7.90	627	3,150	93%	\$7.90	607	2,945	87%	\$8.40	578	2,988	88%
1600 - 1700	\$5.25	579	2,942	87%	\$4.75	566	2,991	88%	\$6.90	531	2,857	84%	\$7.40	560	2,935	86%	\$6.45	564	2,920	86%
1700 - 1800	\$5.10	551	2,863	84%	\$5.05	522	2,884	85%	\$5.70	608	2,851	84%	\$7.10	570	2,997	88%	\$7.15	492	2,376	70%
1800 - 1900	\$5.95	560	2,311	68%	\$4.25	649	3,010	89%	\$4.25	701	2,936	86%	\$4.15	694	2,910	86%	\$7.15	533	2,021	59%
1900 - 2000	\$4.15	497	1,634	48%	\$4.15	674	2,443	72%	\$4.15	741	2,652	78%	\$6.10	778	2,559	75%	\$6.65	516	1,605	47%

PM Time	Monday 04/08/24				Tuesday 04/09/24				Wednesday 04/10/24				Thursday 04/11/24				Friday 04/12/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	491	2,877	85%	\$5.60	462	2,892	85%	\$5.60	490	2,936	86%	\$8.20	480	2,914	86%	\$8.85	385	2,120	62%
1500 - 1600	\$5.95	553	2,950	87%	\$5.90	533	3,085	91%	\$7.90	427	2,370	70%	\$7.90	560	2,831	83%	\$8.40	541	2,194	65%
1600 - 1700	\$5.25	487	3,020	89%	\$4.75	486	2,964	87%	\$6.90	558	2,939	86%	\$7.40	574	2,991	88%	\$6.45	566	2,980	88%
1700 - 1800	\$5.10	539	3,091	91%	\$5.05	489	3,040	89%	\$5.70	535	2,903	85%	\$7.10	530	2,890	85%	\$7.15	648	2,922	86%
1800 - 1900	\$5.95	599	2,569	76%	\$4.25	626	3,003	88%	\$4.25	590	2,820	83%	\$4.15	603	2,867	84%	\$7.15	684	2,904	85%
1900 - 2000	\$4.15	438	1,564	46%	\$4.15	641	2,461	72%	\$4.15	778	2,831	83%	\$6.10	707	2,735	80%	\$6.65	704	2,395	70%

PM Time	Monday 04/15/24				Tuesday 04/16/24				Wednesday 04/17/24				Thursday 04/18/24				Friday 04/19/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	461	2,893	85%	\$5.60	465	3,042	89%	\$5.60	460	3,024	89%	\$8.20	475	3,002	88%	\$8.85	502	2,938	86%
1500 - 1600	\$5.95	526	3,021	89%	\$5.90	536	2,987	88%	\$7.90	563	3,003	88%	\$7.90	510	2,815	83%	\$8.40	561	2,871	84%
1600 - 1700	\$5.25	492	2,895	85%	\$4.75	499	2,916	86%	\$6.90	529	2,993	88%	\$7.40	497	2,776	82%	\$6.45	552	2,751	81%
1700 - 1800	\$5.10	543	3,012	89%	\$5.05	550	3,146	93%	\$5.70	538	2,876	85%	\$7.10	519	2,895	85%	\$7.15	608	2,899	85%
1800 - 1900	\$5.95	631	2,880	85%	\$4.25	594	2,889	85%	\$4.25	643	2,954	87%	\$4.15	611	2,928	86%	\$7.15	695	2,815	83%
1900 - 2000	\$4.15	489	1,757	52%	\$4.15	582	2,486	73%	\$4.15	677	2,599	76%	\$6.10	741	2,866	84%	\$6.65	695	2,256	66%

PM Time	Monday 04/22/24				Tuesday 04/23/24				Wednesday 04/24/24				Thursday 04/25/24				Friday 04/26/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	472	2,914	86%	\$5.60	481	3,004	88%	\$5.60	508	3,045	90%	\$8.20	496	3,016	89%	\$8.85	548	2,930	86%
1500 - 1600	\$5.95	522	2,861	84%	\$5.90	504	3,028	89%	\$7.90	544	3,025	89%	\$7.90	499	2,870	84%	\$8.40	577	2,966	87%
1600 - 1700	\$5.25	490	2,846	84%	\$4.75	520	3,065	90%	\$6.90	578	3,251	96%	\$7.40	538	3,043	90%	\$6.45	568	2,878	85%
1700 - 1800	\$5.10	486	2,788	82%	\$5.05	540	3,085	91%	\$5.70	496	2,466	73%	\$7.10	549	2,927	86%	\$7.15	583	2,837	83%
1800 - 1900	\$5.95	654	2,903	85%	\$4.25	649	3,019	89%	\$4.25	654	2,927	86%	\$4.15	632	2,911	86%	\$7.15	702	2,768	81%
1900 - 2000	\$4.15	574	2,024	60%	\$4.15	572	1,988	58%	\$4.15	692	2,655	78%	\$6.10	758	2,856	84%	\$6.65	583	2,065	61%

PM Time	Monday 04/29/24				Tuesday 04/30/24				Wednesday 05/01/24				Thursday 05/02/24				Friday 05/03/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	483	2,964	87%	\$5.60	430	2,954	87%												
1500 - 1600	\$5.95	535	2,931	86%	\$5.90	537	3,012	89%												
1600 - 1700	\$5.25	480	2,765	81%	\$4.75	525	2,963	87%												
1700 - 1800	\$5.10	549	3,092	91%	\$5.05	501	2,837	83%												
1800 - 1900	\$5.95	630	2,651	78%	\$4.25	620	2,981	88%												
1900 - 2000	\$4.15	465	1,778	52%	\$4.15	603	2,459	72%												



OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 04/01/24				Tuesday 04/02/24				Wednesday 04/03/24				Thursday 04/04/24				Friday 04/05/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	450	2,550	75%	\$3.35	499	1,370	40%	\$3.35	513	1,344	40%	\$3.35	509	1,393	41%	\$3.35	401	1,067	31%
0500 - 0600	\$5.40	466	2,431	72%	\$5.40	897	2,918	86%	\$5.40	947	3,126	92%	\$5.40	927	2,965	87%	\$5.15	688	2,266	67%
0600 - 0700	\$5.60	399	2,177	64%	\$5.60	598	2,365	70%	\$5.60	687	2,937	86%	\$5.60	717	2,885	85%	\$5.40	536	2,223	65%
0700 - 0800	\$6.15	463	2,250	66%	\$6.15	605	2,805	83%	\$6.15	533	2,684	79%	\$6.15	560	2,646	78%	\$5.95	445	2,168	64%
0800 - 0900	\$5.60	599	3,036	89%	\$5.60	455	2,700	79%	\$5.60	433	2,560	75%	\$5.60	378	2,226	65%	\$5.40	330	1,873	55%
0900 - 1000	\$4.50	673	3,074	90%	\$4.50	529	2,448	72%	\$4.50	491	2,481	73%	\$4.50	479	2,266	67%	\$4.50	385	1,920	56%

AM Time	Monday 04/08/24				Tuesday 04/09/24				Wednesday 04/10/24				Thursday 04/11/24				Friday 04/12/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	504	1,427	42%	\$3.35	562	1,452	43%	\$3.35	539	1,421	42%	\$3.35	548	1,455	43%	\$3.35	436	1,229	36%
0500 - 0600	\$5.40	915	2,988	88%	\$5.40	909	2,984	88%	\$5.40	971	3,079	91%	\$5.40	965	3,155	93%	\$5.15	782	2,736	80%
0600 - 0700	\$5.60	667	2,870	84%	\$5.60	719	3,055	90%	\$5.60	750	3,067	90%	\$5.60	751	3,056	90%	\$5.40	687	2,720	80%
0700 - 0800	\$6.15	646	2,832	83%	\$6.15	685	2,975	88%	\$6.15	674	3,047	90%	\$6.15	655	2,875	85%	\$5.95	611	2,618	77%
0800 - 0900	\$5.60	421	2,482	73%	\$5.60	407	2,968	87%	\$5.60	441	2,781	82%	\$5.60	440	2,906	85%	\$5.40	414	2,691	79%
0900 - 1000	\$4.50	382	2,316	68%	\$4.50	423	2,887	85%	\$4.50	389	2,764	81%	\$4.50	418	2,846	84%	\$4.50	374	2,220	65%

AM Time	Monday 04/15/24				Tuesday 04/16/24				Wednesday 04/17/24				Thursday 04/18/24				Friday 04/19/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	519	1,425	42%	\$3.35	536	1,430	42%	\$3.35	516	1,411	42%	\$3.35	564	1,470	43%	\$3.35	464	1,296	38%
0500 - 0600	\$5.40	890	3,027	89%	\$5.40	965	3,193	94%	\$5.40	924	3,076	90%	\$5.40	924	3,078	91%	\$5.15	870	2,825	83%
0600 - 0700	\$5.60	744	2,991	88%	\$5.60	679	3,103	91%	\$5.60	739	3,036	89%	\$5.60	760	3,109	91%	\$5.40	760	2,938	86%
0700 - 0800	\$6.15	715	3,034	89%	\$6.15	700	3,026	89%	\$6.15	684	3,067	90%	\$6.15	710	3,084	91%	\$5.95	544	2,650	78%
0800 - 0900	\$5.60	410	2,795	82%	\$5.60	423	2,885	85%	\$5.60	479	2,950	87%	\$5.60	452	2,874	85%	\$5.40	349	2,433	72%
0900 - 1000	\$4.50	383	2,638	78%	\$4.50	378	2,762	81%	\$4.50	416	2,982	88%	\$4.50	405	2,725	80%	\$4.50	405	2,430	71%

AM Time	Monday 04/22/24				Tuesday 04/23/24				Wednesday 04/24/24				Thursday 04/25/24				Friday 04/26/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	523	1,559	46%	\$3.35	579	1,569	46%	\$3.35	608	1,700	50%	\$3.35	565	1,610	47%	\$3.35	476	1,283	38%
0500 - 0600	\$5.40	935	3,181	94%	\$5.40	980	3,299	97%	\$5.40	940	3,345	98%	\$5.40	954	3,069	90%	\$5.15	811	2,682	79%
0600 - 0700	\$5.60	746	2,987	88%	\$5.60	719	2,928	86%	\$5.60	758	3,069	90%	\$5.60	690	2,924	86%	\$5.40	698	2,809	83%
0700 - 0800	\$6.15	702	3,061	90%	\$6.15	657	2,606	77%	\$6.15	635	2,868	84%	\$6.15	714	3,033	89%	\$5.95	541	2,454	72%
0800 - 0900	\$5.60	439	2,839	84%	\$5.60	431	2,852	84%	\$5.60	417	2,790	82%	\$5.60	446	2,858	84%	\$5.40	329	1,991	59%
0900 - 1000	\$4.50	392	2,586	76%	\$4.50	421	2,866	84%	\$4.50	403	2,737	81%	\$4.50	359	2,222	65%	\$4.50	376	2,284	67%

AM Time	Monday 04/29/24				Tuesday 04/30/24				Wednesday 05/01/24				Thursday 05/02/24				Friday 05/03/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	401	1,177	35%	\$3.35	552	1,586	47%												
0500 - 0600	\$5.40	885	3,019	89%	\$5.40	971	3,258	96%												
0600 - 0700	\$5.60	738	3,011	89%	\$5.60	632	3,110	91%												
0700 - 0800	\$6.15	713	2,932	86%	\$6.15	682	2,887	85%												
0800 - 0900	\$5.60	497	2,937	86%	\$5.60	410	2,803	82%												
0900 - 1000	\$4.50	473	2,949	87%	\$4.50	380	2,852	84%												



OCTA OPERATIONAL HIGHLIGHTS

On-Road Operations

OCTA Freeway Service Patrol responded to 74 calls during the month of April. Of those calls, six were to remove debris, 32 were to assist disabled vehicles, 19 were to tow vehicles, and 17 were to aid motorists in the 91 EL.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 4/30/2024		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 49,266,140	\$ 40,983,290	\$ 8,282,850	20.2
Fee Revenue	\$ 8,936,384	\$ 3,752,890	\$ 5,183,494	138.1
Total operating revenues	\$ 58,202,523	\$ 44,736,180	\$ 13,466,343	30.1
Operating expenses:				
Contracted Services	\$ 4,652,296	\$ 6,466,118	\$ 1,813,822	28.1
Administrative Fee	\$ 3,153,620	\$ 3,836,760	\$ 683,140	17.8
Other Professional Services	\$ 852,273	\$ 2,463,173	\$ 1,610,900	65.4
Credit Card Processing Fees	\$ 1,026,548	\$ 1,107,010	\$ 80,462	7.3
Toll Road Account Servicing	\$ 269,726	\$ 833,330	\$ 563,604	67.6
Other Insurance Expense	\$ 498,184	\$ 150,000	\$ (348,184)	(232.1)
Toll Road Maintenance Supply Repairs	\$ 398,738	\$ 811,476	\$ 412,738	50.9
Patrol Services	\$ 779,300	\$ 743,108	\$ (36,192)	(4.9)
Building Equipment Repairs and Maint	\$ 632,685	\$ 776,898	\$ 144,213	18.6
6C Transponders	\$ -	\$ 8,250	\$ 8,250	100.0
Other Services	\$ 20,500	\$ 83,330	\$ 62,830	75.4
Utilities	\$ 83,845	\$ 105,660	\$ 21,815	20.6
Office Expense	\$ 89,258	\$ 65,720	\$ (23,538)	(35.8)
Bad Debt Expense	\$ 102,136	\$ -	\$ (102,136)	N/A
Miscellaneous ⁽²⁾	\$ 50,229	\$ 122,133	\$ 71,904	58.9
Leases	\$ 437,368	\$ 445,830	\$ 8,462	1.9
Total operating expenses	\$ 13,046,705	\$ 18,018,796	\$ 4,972,091	27.6
Depreciation and Amortization ⁽³⁾	\$ 3,889,061	\$ -	\$ (3,889,061)	N/A
Operating income (loss)	\$ 41,266,758	\$ 26,717,384	\$ 14,549,374	54.5
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	\$ 241,175	\$ 300,000	\$ (58,825)	(19.6)
Interest Income	\$ 5,481,753	\$ 5,710,140	\$ (228,387)	(4.0)
Interest Expense	\$ (1,512,130)	\$ (2,727,808)	\$ 1,215,678	44.6
Other	\$ 541	\$ -	\$ 541	N/A
Total nonoperating revenues (expenses)	\$ 4,211,338	\$ 3,282,332	\$ 929,006	(28.3)
Transfers In	\$ -	\$ -	\$ -	N/A
Transfers Out ⁽⁴⁾	\$ (3,708,716)	\$ (2,370,727)	\$ (1,337,989)	(56.4)
Net income (loss)	\$ 41,769,381	\$ 27,628,989	\$ 14,140,392	51.2

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

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

³Depreciation and amortization are not budgeted items.

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

Capital Asset Activity

During the ten months ending April 30, 2024, capital asset activities included payments of \$655,918 attributed to the Electronic Toll and Traffic Management system project and \$475,742 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 April 2024 was 1,703,023. This represents a daily average of 56,767 vehicles. This is a 12.2 percent increase in gross trips from the same period last year, which totaled 1,518,081. Potential toll revenue for April was \$8,601,838, which represents an increase of 39.4 percent from the prior year's total of \$6,168,435. Carpool percentage for April was 23.3 percent as compared to the previous year's rate of 23.6 percent.

MTD traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 EL and associated potential revenue for the month of April 2024.

Current MTD as of April 30, 2024

Trips	APR-24 MTD Actual	Stantec MTD Projected	# Variance	% Variance	APR-23 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,306,927	972,857	334,070	34.3%	1,159,308	12.7%
3+ Lanes	396,096	368,571	27,525	7.5%	358,773	10.4%
Total Gross Trips	1,703,023	1,341,428	361,595	27.0%	1,518,081	12.2%
Revenue						
Full Toll Lanes	\$8,531,849	\$4,639,142	\$3,892,707	83.9%	\$6,122,221	39.4%
3+ Lanes	\$69,988	\$0	\$69,988		\$46,214	51.4%
Total Gross Revenue	\$8,601,838	\$4,639,142	\$3,962,696	85.4%	\$6,168,435	39.4%
Average Revenue per Trip						
Average Full Toll Lanes	\$6.53	\$4.77	\$1.76	36.9%	\$5.28	23.6%
Average 3+ Lanes	\$0.18	\$0.00	\$0.18		\$0.13	38.5%
Average Gross Revenue	\$5.05	\$3.46	\$1.59	46.0%	\$4.06	24.4%

The 2024 fiscal YTD traffic volume increased by 13.2 percent, and potential toll revenue increased by 34.6 percent when compared with the same period the prior year. YTD average revenue per trip is \$4.81.

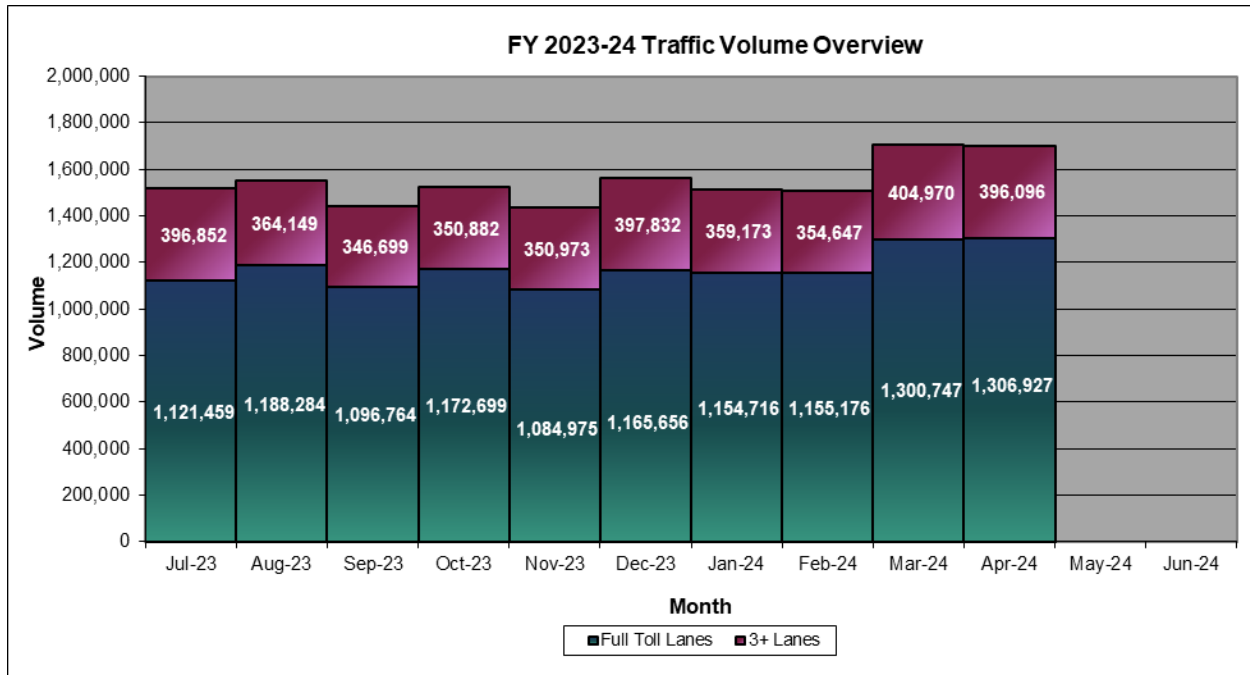
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2023 through April 2024.

FY 2023-24 YTD as of April 30, 2024

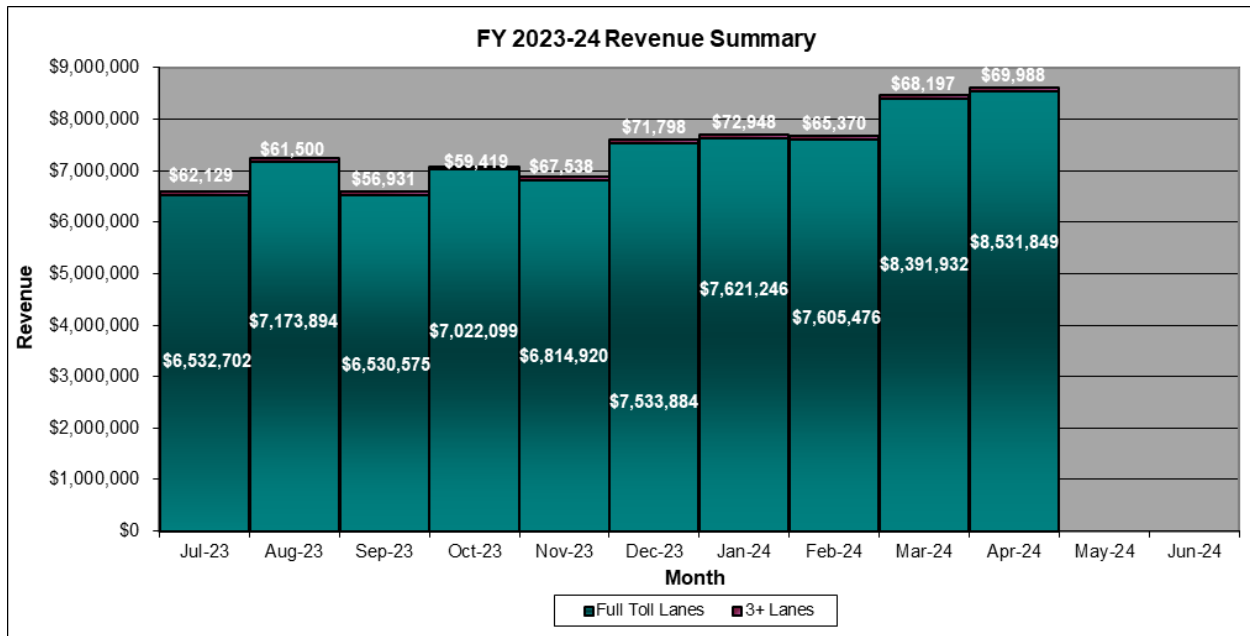
Trips	FY 2023-24 YTD Actual (7/2023-4/2024)	Stantec YTD Projected	# Variance	% Variance	FY 2022-23 YTD Actual (7/2022-4/2023)	Yr-to-Yr % Variance
Full Toll Lanes	11,747,403	9,274,857	2,472,546	26.7%	10,532,899	11.5%
3+ Lanes	3,722,273	3,471,571	250,702	7.2%	3,135,465	18.7%
Total Gross Trips	15,469,676	12,746,429	2,723,247	21.4%	13,668,364	13.2%
Revenue						
Full Toll Lanes	\$73,758,578	\$44,643,571	\$29,115,007	65.2%	\$54,819,969	34.5%
3+ Lanes	\$655,818	\$0	\$655,818		\$469,800	39.6%
Total Gross Revenue	\$74,414,397	\$44,643,571	\$29,770,825	66.7%	\$55,289,770	34.6%
Average Revenue per Trip						
Average Full Toll Lanes	\$6.28	\$4.81	\$1.47	30.6%	\$5.20	20.8%
Average 3+ Lanes	\$0.18	\$0.00	\$0.18		\$0.15	20.0%
Average Gross Revenue	\$4.81	\$3.50	\$1.31	37.4%	\$4.05	18.8%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2023-24 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

On November 20, 2023, the RCTC 91 EL transitioned to dynamic pricing, which adjusts toll rates based on traffic volumes to maintain free-flowing trips in accordance with RCTC's 91 Express Lanes Toll Policy and Toll Schedule. The dynamic pricing is being closely monitored.

RCTC OPERATIONAL HIGHLIGHTS

On-Road Operations

RCTC Freeway Service Patrol responded to 97 calls during the month of April. Of those calls, 77 were to assist disabled vehicles, 8 calls to remove debris, and 12 were in response to accidents that affected the 91 EL.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 67,771,544.73	\$ 49,339,583.33	\$ 18,431,961.40	37.4
Fee Revenue	6,958,679.14	4,894,166.67	2,064,512.47	42.2
Total operating revenues	74,730,223.87	54,233,750.00	20,496,473.87	37.8
Operating expenses:				
Salaries and Benefits	766,833.16	750,833.33	(15,999.83)	(2.1)
Legal Services	13,653.84	170,833.33	157,179.49	92.0
Advisory Services	52,525.06	61,666.67	9,141.61	14.8
Audit and Accounting Fees	34,454.00	31,666.67	(2,787.33)	(8.8)
Service Fees	13,611.92	10,833.33	(2,778.59)	(25.6)
Other Professional Services	441,383.20	1,043,750.00	602,366.80	57.7
Lease Expense	242,249.58	293,000.00	50,750.42	17.3
Operations	3,382,487.20	4,386,583.33	1,004,096.13	22.9
Utilities	67,076.24	140,500.00	73,423.76	52.3
Supplies and Materials	2,534.21	3,333.33	799.12	24.0
Membership and Subscription Fees	33,909.46	21,666.67	(12,242.79)	(56.5)
Office Equipment & Furniture (Non-Capital)	-	33,333.33	33,333.33	100.0
Maintenance/Repairs	275,241.59	403,750.00	128,508.41	31.8
Training Seminars and Conferences	1,108.49	6,666.67	5,558.18	83.4
Transportation Expenses	817.36	2,416.67	1,599.31	66.2
Lodging	999.10	2,500.00	1,500.90	60.0
Meals	410.28	2,500.00	2,089.72	83.6
Other Staff Expenses	209.46	416.67	207.21	49.7
Advertising	-	166,666.67	166,666.67	100.0
Program Management	60,597.19	72,583.33	11,986.14	16.5
Program Operations	5,832,328.77	8,701,500.00	2,869,171.23	33.0
Litigation Settlement	1,017.97	4,166.67	3,148.70	75.6
Furniture & Equipment	10,962.00	35,416.67	24,454.67	69.0
Improvements	-	25,000.00	25,000.00	100.0
Bad Debt Expense	102,103.26	58,333.33	(43,769.93)	(75.0)
Total operating expenses	11,336,513.34	16,429,916.67	5,093,403.33	31.0
Operating income (loss)	63,393,710.53	37,803,833.33	25,589,877.20	67.7
Nonoperating revenues (expenses):				
Interest Revenue	4,896,860.05	1,067,083.33	3,829,776.72	(358.9)
Other Miscellaneous Revenue	508,706.81	-	508,706.81	N/A
Loss on Refunding	-	-	-	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(18,694,039.09)	(18,500,833.33)	(193,205.76)	1.0
Total nonoperating revenues (expenses)	(13,288,472.23)	(17,433,750.00)	4,145,277.77	23.8
Transfers In	-	-	-	N/A
Transfers Out	(543,800.00)	(853,000.00)	309,200.00	(36.2)
Net income (loss)	\$ 49,561,438.30	\$ 19,517,083.33	\$ 30,044,354.97	153.9

¹ Unaudited



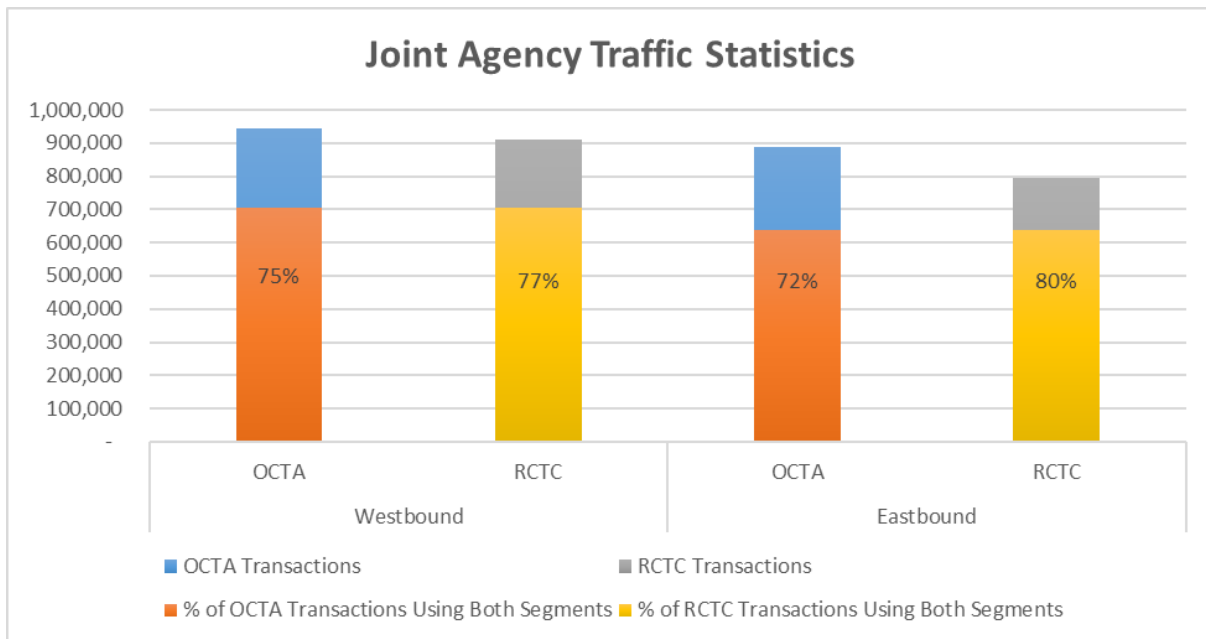
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING **April 30, 2024**

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	943,431	703,395	75%	\$2,689,168.25
RCTC	908,532	703,395	77%	\$5,254,269.05
Eastbound				
OCTA	887,763	637,834	72%	\$3,047,851.01
RCTC	794,491	637,834	80%	\$3,347,568.55

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	APRIL 2024 PERFORMANCE
Customer Service			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	64% answered within 60 seconds
Abandon Percentage	Monthly	4% <	4%
Customer Satisfaction Score	Monthly	4.5 =>	4.83
First Contact Resolution	Monthly	85% of calls resolved on the first contact	93%
Timeliness of Case Resolution			
	Monthly	90% of cases resolved in one (1) business day	97.9%
	Monthly	98% of cases resolved within five (5) business days	99.4%
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 processed within five (5) 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 completely and accurately issued within five (5) business days	100%

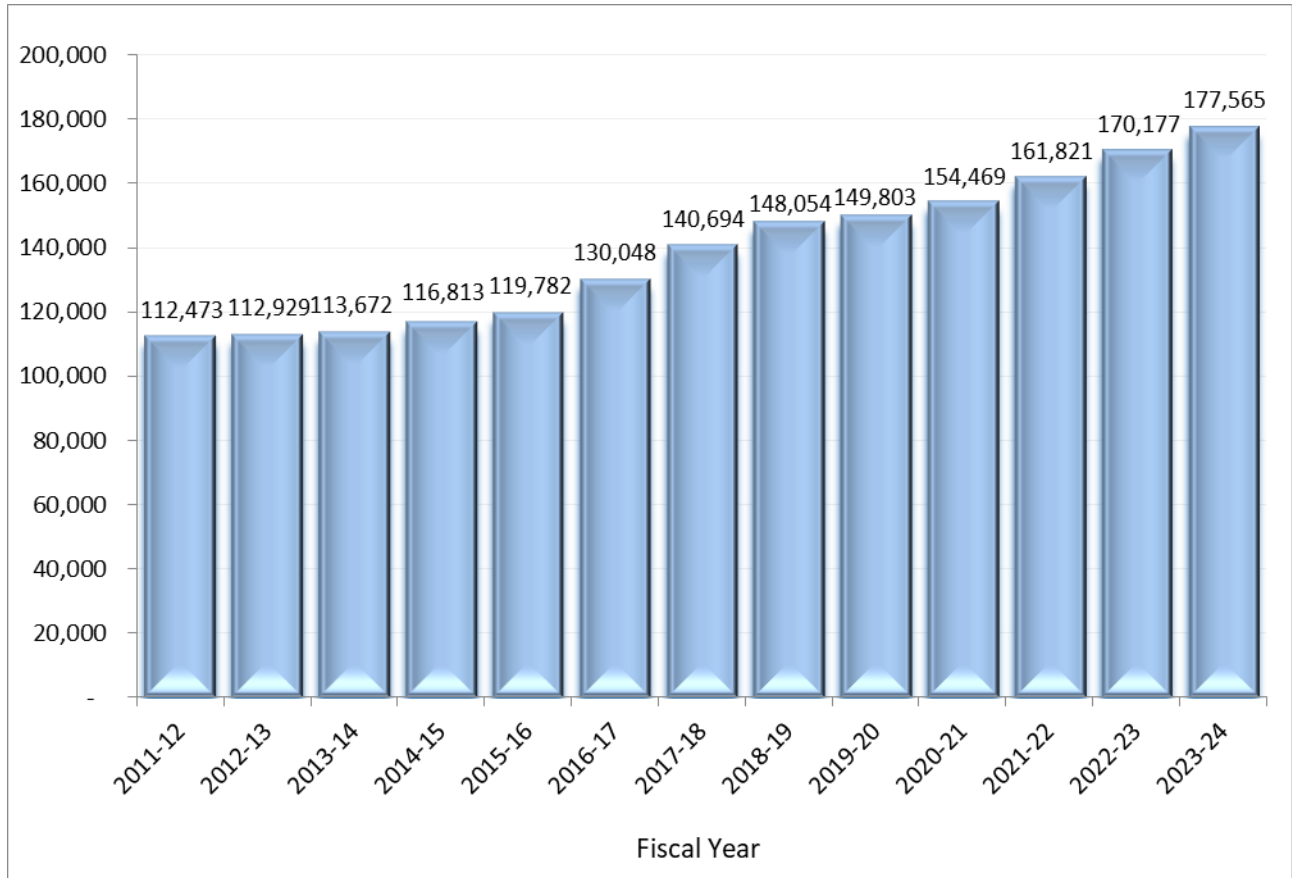
Key Performance Indicators for service level/speed of answer were not met due to the call center receiving a higher call volume than usual. ViaPlus has onboarded four additional phone representatives, and four additional representatives are in training to manage the higher call volumes.

JOINT AGENCY TRANSPONDER DISTRIBUTION

6C TRANSPONDER DISTRIBUTION	April -24		March 24		FY 2023-24	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	2,207	25%	2078	23%	2103	23%
Additional Tags to Existing Accounts	6,835	83%	6,714	74%	6,927	75%
Replacement Transponders	224	2%	246	3%	208	2%
Total Issued	8,227		9038		9238	

At the end of April 2024, the 91 EL had 177,565 active customer accounts and 709,717 transponders classified as assigned.

Number of Accounts by FY
As of April 30, 2024





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



Status Report

May 2024

As of May 31, 2024

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes (91 EL) for May 2024 was 1,909,366. This represents a daily average of 61,592 vehicles. This is a 6.7 percent increase in total traffic volume from the same period last year, which totaled 1,789,360. Potential toll revenue for May was \$5,993,468, which represents an increase of 6.5 percent from the prior year's total of \$5,625,918. Carpool percentage for May was 25.5 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 May 2024.

Current MTD as of May 31, 2024

	MAY-24 MTD Actual	MAY-23 MTD Actual	Yr-to-Yr % Variance
Trips			
Full Toll Lanes	1,422,760	1,358,447	4.7%
3+ Lanes	486,606	430,913	12.9%
Total Gross Trips	1,909,366	1,789,360	6.7%
Revenue			
Full Toll Lanes	\$5,917,009	\$5,559,792	6.4%
3+ Lanes	\$76,459	\$66,126	15.6%
Total Gross Revenue	\$5,993,468	\$5,625,918	6.5%
Average Revenue per Trip			
Average Full Toll Lanes	\$4.16	\$4.09	1.7%
Average 3+ Lanes	\$0.16	\$0.15	6.7%
Average Gross Revenue	\$3.14	\$3.14	0.0%

The 2024 fiscal year-to-date (YTD) traffic volume increased by 7.6 percent, and potential toll revenue increased by 7.5 percent when compared with the same period the prior year. YTD average revenue per trip is \$3.16.

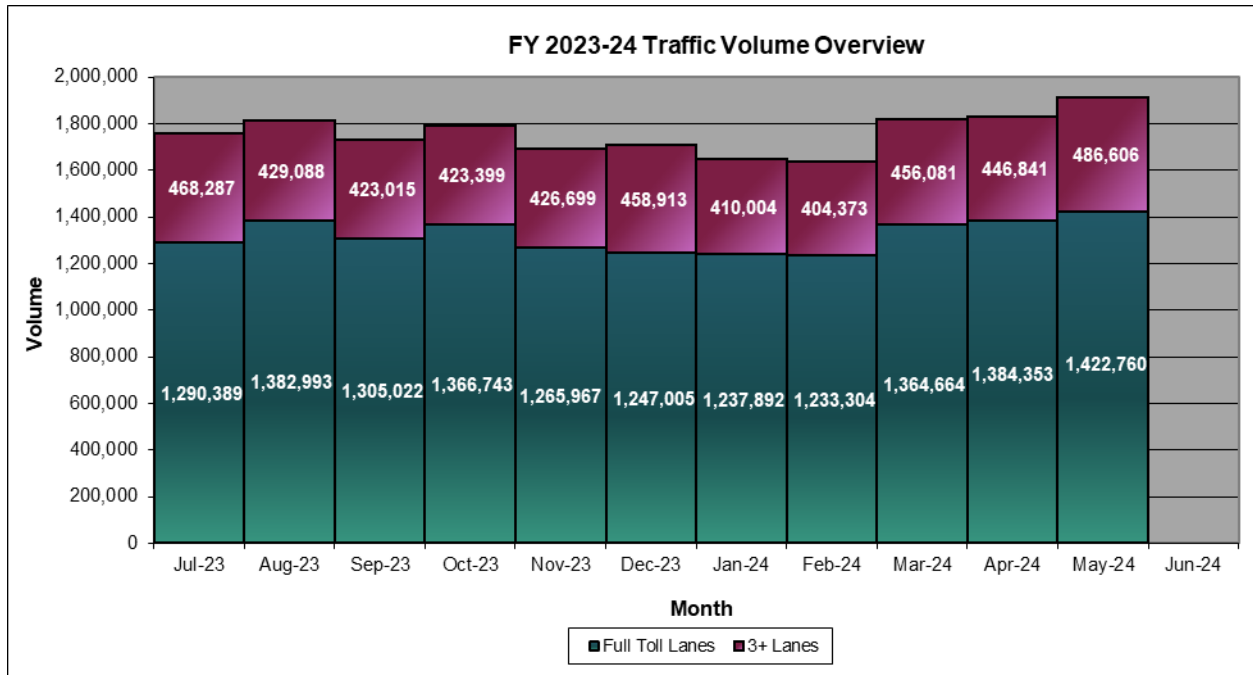
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2023 through May 2024.

Fiscal Year (FY) 2023-24 YTD as of May 31, 2024

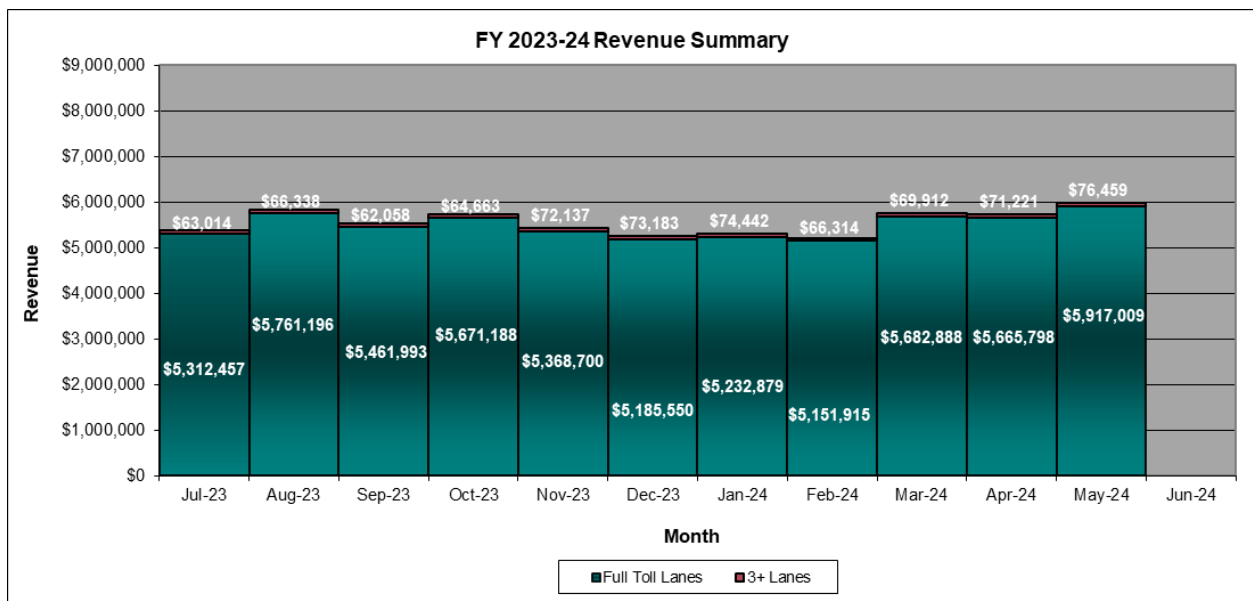
Trips	FY 2023-24 YTD Actual (7/2023-5/2024)	FY 2022-23 YTD Actual (7/2022-5/2023)	Yr-to-Yr % Variance
Full Toll Lanes	14,501,092	13,683,958	6.0%
3+ Lanes	4,833,306	4,280,770	12.9%
Total Gross Trips	19,334,398	17,964,728	7.6%
Revenue			
Full Toll Lanes	\$60,411,572	\$56,225,681	7.4%
3+ Lanes	\$759,741	\$672,042	13.0%
Total Gross Revenue	\$61,171,313	\$56,897,723	7.5%
Average Revenue per Trip			
Average Full Toll Lanes	\$4.17	\$4.11	1.5%
Average 3+ Lanes	\$0.16	\$0.16	0.0%
Average Gross Revenue	\$3.16	\$3.17	(0.3%)

OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2023-24 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 29 times during the month of May 2024. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 98 percent of defined capacity. This is closely monitored since toll adjustments are made based upon capacity percentages per the OCTA Toll Policy for the 91 EL. If capacity is at 92 percent on a consistent basis (over six times during the prior 12 weeks), then an adjustment may be made to toll rates for that particular hour and day.

OCTA EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 04/29/24				Tuesday 04/30/24				Wednesday 05/01/24				Thursday 05/02/24				Friday 05/03/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500									\$5.60	489	2,977	88%	\$8.20	505	2,942	87%	\$8.85	507	2,789	82%
1500 - 1600									\$7.90	526	2,995	88%	\$7.90	482	2,828	83%	\$8.40	566	2,836	83%
1600 - 1700									\$6.90	543	3,037	89%	\$7.40	518	3,023	89%	\$6.45	609	2,806	83%
1700 - 1800									\$5.70	503	2,922	86%	\$7.10	512	2,693	79%	\$7.15	534	2,642	78%
1800 - 1900									\$4.25	638	3,038	89%	\$4.15	617	2,975	88%	\$7.15	787	3,019	89%
1900 - 2000									\$4.15	628	2,590	76%	\$6.10	709	2,865	84%	\$6.65	652	2,292	67%

PM Time	Monday 05/06/24				Tuesday 05/07/24				Wednesday 05/08/24				Thursday 05/09/24				Friday 05/10/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	482	3,059	90%	\$5.60	480	3,093	91%	\$5.60	446	2,991	88%	\$8.20	455	2,909	86%	\$8.85	519	2,792	82%
1500 - 1600	\$5.95	548	3,033	89%	\$5.90	551	3,011	89%	\$7.90	511	2,991	88%	\$7.90	525	2,961	87%	\$8.40	605	2,940	86%
1600 - 1700	\$5.25	532	2,977	88%	\$4.75	519	2,884	85%	\$6.90	518	2,937	86%	\$7.40	535	3,013	89%	\$6.45	568	2,830	83%
1700 - 1800	\$5.10	518	2,951	87%	\$5.05	502	2,889	85%	\$5.70	528	2,892	85%	\$7.10	482	2,984	88%	\$7.15	600	2,832	83%
1800 - 1900	\$5.95	581	2,575	76%	\$4.25	584	2,858	84%	\$4.25	627	2,883	85%	\$4.15	506	2,273	67%	\$7.15	641	2,489	73%
1900 - 2000	\$4.15	481	1,665	49%	\$4.15	623	2,573	76%	\$4.15	658	2,672	79%	\$6.10	723	2,905	85%	\$6.65	734	2,383	70%

PM Time	Monday 05/13/24				Tuesday 05/14/24				Wednesday 05/15/24				Thursday 05/16/24				Friday 05/17/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	464	2,803	82%	\$5.60	479	2,954	87%	\$5.60	486	3,025	89%	\$8.20	502	2,971	87%	\$8.85	571	3,088	91%
1500 - 1600	\$5.95	531	2,959	87%	\$5.90	544	2,939	86%	\$7.90	534	2,937	86%	\$7.90	550	3,072	90%	\$8.40	640	3,169	93%
1600 - 1700	\$5.25	537	2,950	87%	\$4.75	478	2,907	86%	\$6.90	539	3,024	89%	\$7.40	533	3,034	89%	\$6.45	614	2,870	84%
1700 - 1800	\$5.10	509	2,797	82%	\$5.05	498	2,936	86%	\$5.70	534	3,030	89%	\$7.10	574	3,020	89%	\$7.15	605	2,879	85%
1800 - 1900	\$5.95	575	2,662	78%	\$4.25	594	2,955	87%	\$4.25	673	3,023	89%	\$4.15	615	2,947	87%	\$7.15	689	2,570	76%
1900 - 2000	\$4.15	470	1,708	50%	\$4.15	586	2,453	72%	\$4.15	586	2,264	67%	\$6.10	647	2,462	72%	\$6.65	674	2,106	62%

PM Time	Monday 05/20/24				Tuesday 05/21/24				Wednesday 05/22/24				Thursday 05/23/24				Friday 05/24/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	490	2,926	86%	\$5.60	504	3,034	89%	\$5.60	512	2,988	88%	\$8.20	529	2,970	87%	\$8.85	521	2,367	70%
1500 - 1600	\$5.95	520	3,021	89%	\$5.90	514	2,904	85%	\$7.90	471	2,604	77%	\$7.90	593	3,049	90%	\$8.40	587	2,459	72%
1600 - 1700	\$5.25	546	2,988	88%	\$4.75	531	2,887	85%	\$6.90	545	2,988	88%	\$7.40	472	2,689	79%	\$6.45	629	2,884	85%
1700 - 1800	\$5.10	545	2,850	84%	\$5.05	546	2,921	86%	\$5.70	515	2,840	84%	\$7.10	549	2,897	85%	\$7.15	525	2,258	66%
1800 - 1900	\$5.95	631	2,607	77%	\$4.25	628	2,906	85%	\$4.25	649	2,933	86%	\$4.15	621	2,868	84%	\$7.15	619	2,234	66%
1900 - 2000	\$4.15	449	1,534	45%	\$4.15	605	2,274	67%	\$4.15	719	2,609	77%	\$6.10	797	2,650	78%	\$6.65	654	2,040	60%

PM Time	Monday 05/27/24				Tuesday 05/28/24				Wednesday 05/29/24				Thursday 05/30/24				Friday 05/31/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.40	423	1,212	36%	\$5.60	498	2,855	84%	\$5.60	424	2,952	87%	\$8.20	527	3,019	89%	\$8.85	540	2,831	83%
1500 - 1600	\$5.40	492	1,237	36%	\$5.90	520	2,829	83%	\$7.90	509	2,884	85%	\$7.90	525	2,881	85%	\$8.40	548	2,823	83%
1600 - 1700	\$3.90	556	1,291	38%	\$4.75	491	2,754	81%	\$6.90	513	2,843	84%	\$7.40	496	2,563	75%	\$6.45	620	2,817	83%
1700 - 1800	\$3.90	541	1,231	36%	\$5.05	475	2,757	81%	\$5.70	562	2,898	85%	\$7.10	583	2,873	85%	\$7.15	605	2,866	84%
1800 - 1900	\$3.90	625	1,304	38%	\$4.25	654	2,985	88%	\$4.25	599	2,796	82%	\$4.15	633	2,803	82%	\$7.15	674	2,775	82%
1900 - 2000	\$3.90	632	1,267	37%	\$4.15	573	2,256	66%	\$4.15	674	2,562	75%	\$6.10	691	2,724	80%	\$6.65	661	2,263	67%



OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 04/29/24				Tuesday 04/30/24				Wednesday 05/01/24				Thursday 05/02/24				Friday 05/03/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500									\$3.35	620	1,720	51%	\$3.35	570	1,618	48%	\$3.35	486	1,360	40%
0500 - 0600									\$5.40	953	3,278	96%	\$5.40	972	3,229	95%	\$5.15	817	2,720	80%
0600 - 0700									\$5.60	743	3,052	90%	\$5.60	732	3,087	91%	\$5.40	685	2,702	79%
0700 - 0800									\$6.15	656	3,000	88%	\$6.15	689	2,989	88%	\$5.95	571	2,606	77%
0800 - 0900									\$5.60	392	2,803	82%	\$5.60	419	2,790	82%	\$5.40	368	2,216	65%
0900 - 1000									\$4.50	383	2,752	81%	\$4.50	369	2,638	78%	\$4.50	332	2,118	62%

AM Time	Monday 05/06/24				Tuesday 05/07/24				Wednesday 05/08/24				Thursday 05/09/24				Friday 05/10/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	566	1,589	47%	\$3.35	559	1,538	45%	\$3.35	544	1,475	43%	\$3.35	598	1,813	53%	\$3.35	495	1,348	40%
0500 - 0600	\$5.40	856	3,037	89%	\$5.40	968	3,165	93%	\$5.40	880	2,832	83%	\$5.40	996	3,320	98%	\$5.15	825	2,744	81%
0600 - 0700	\$5.60	781	3,138	92%	\$5.60	704	2,921	86%	\$5.60	744	3,113	92%	\$5.60	727	2,897	85%	\$5.40	688	2,798	82%
0700 - 0800	\$6.15	641	2,866	84%	\$6.15	695	3,042	89%	\$6.15	692	2,887	85%	\$6.15	711	3,104	91%	\$5.95	469	1,757	52%
0800 - 0900	\$5.60	404	2,803	82%	\$5.60	405	3,003	88%	\$5.60	458	2,905	85%	\$5.60	405	2,693	79%	\$5.40	469	2,710	80%
0900 - 1000	\$4.50	368	2,608	77%	\$4.50	448	3,065	90%	\$4.50	449	3,133	92%	\$4.50	367	2,676	79%	\$4.50	408	2,267	67%

AM Time	Monday 05/13/24				Tuesday 05/14/24				Wednesday 05/15/24				Thursday 05/16/24				Friday 05/17/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	563	1,540	45%	\$3.35	554	1,539	45%	\$3.35	588	1,635	48%	\$3.35	536	1,494	44%	\$3.35	454	1,289	38%
0500 - 0600	\$5.40	926	3,041	89%	\$5.40	985	3,154	93%	\$5.40	886	2,921	86%	\$5.40	929	3,012	89%	\$5.15	856	2,748	81%
0600 - 0700	\$5.60	695	2,902	85%	\$5.60	709	3,047	90%	\$5.60	501	2,016	59%	\$5.60	761	3,069	90%	\$5.40	719	2,829	83%
0700 - 0800	\$6.15	664	2,889	85%	\$6.15	635	3,000	88%	\$6.15	789	3,089	91%	\$6.15	711	3,027	89%	\$5.95	533	2,451	72%
0800 - 0900	\$5.60	411	2,717	80%	\$5.60	383	2,820	83%	\$5.60	499	3,060	90%	\$5.60	437	2,799	82%	\$5.40	355	2,099	62%
0900 - 1000	\$4.50	351	2,412	71%	\$4.50	403	2,657	78%	\$4.50	473	2,929	86%	\$4.50	373	2,582	76%	\$4.50	366	2,076	61%

AM Time	Monday 05/20/24				Tuesday 05/21/24				Wednesday 05/22/24				Thursday 05/23/24				Friday 05/24/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	505	1,483	44%	\$3.35	554	1,534	45%	\$3.35	548	1,513	45%	\$3.35	541	1,535	45%	\$3.35	404	1,203	35%
0500 - 0600	\$5.40	875	2,907	86%	\$5.40	1,016	3,208	94%	\$5.40	976	3,133	92%	\$5.40	825	2,584	76%	\$5.15	757	2,540	75%
0600 - 0700	\$5.60	694	2,942	87%	\$5.60	791	3,189	94%	\$5.60	728	3,013	89%	\$5.60	734	2,830	83%	\$5.40	600	2,494	73%
0700 - 0800	\$6.15	678	2,816	83%	\$6.15	670	2,957	87%	\$6.15	676	3,059	90%	\$6.15	718	3,016	89%	\$5.95	490	2,023	60%
0800 - 0900	\$5.60	425	2,706	80%	\$5.60	420	2,780	82%	\$5.60	516	2,908	86%	\$5.60	449	2,693	79%	\$5.40	316	1,826	54%
0900 - 1000	\$4.50	415	2,404	71%	\$4.50	427	2,744	81%	\$4.50	427	2,529	74%	\$4.50	345	2,450	72%	\$4.50	277	915	27%

AM Time	Monday 05/27/24				Tuesday 05/28/24				Wednesday 05/29/24				Thursday 05/30/24				Friday 05/31/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$1.85	62	121	4%	\$3.35	516	1,555	46%	\$3.35	558	1,543	45%	\$3.35	541	1,540	45%	\$3.35	469	1,268	37%
0500 - 0600	\$1.85	101	270	8%	\$5.40	904	3,053	90%	\$5.40	942	3,081	91%	\$5.40	928	3,097	91%	\$5.15	824	2,726	80%
0600 - 0700	\$1.85	118	394	12%	\$5.60	643	2,882	85%	\$5.60	712	2,948	87%	\$5.60	696	3,039	89%	\$5.40	630	2,610	77%
0700 - 0800	\$1.85	201	534	16%	\$6.15	657	2,907	86%	\$6.15	694	2,948	87%	\$6.15	673	2,853	84%	\$5.95	523	2,353	69%
0800 - 0900	\$2.80	329	859	25%	\$5.60	433	2,771	82%	\$5.60	438	2,635	78%	\$5.60	437	2,439	72%	\$5.40	373	2,038	60%
0900 - 1000	\$2.80	566	1,418	42%	\$4.50	430	2,768	81%	\$4.50	343	2,501	74%	\$4.50	411	2,682	79%	\$4.50	336	2,056	60%

OCTA OPERATIONAL HIGHLIGHTS

On-Road Operations

OCTA Freeway Service Patrol responded to 96 calls during the month of May. Of those calls, five were to remove debris, 33 were to assist disabled vehicles, 13 were to tow vehicles, and 45 were to aid motorists in the 91 EL.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 5/31/2024		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 54,462,812	\$ 45,081,619	\$ 9,381,193	20.8
Fee Revenue	\$ 10,211,775	\$ 4,128,179	\$ 6,083,596	147.4
Total operating revenues	\$ 64,674,588	\$ 49,209,798	\$ 15,464,790	31.4
Operating expenses:				
Contracted Services	\$ 5,208,137	\$ 7,203,782	\$ 1,995,645	27.7
Administrative Fee	\$ 3,468,982	\$ 4,220,436	\$ 751,454	17.8
Other Professional Services	\$ 963,868	\$ 3,109,395	\$ 2,145,527	69.0
Credit Card Processing Fees	\$ 1,138,935	\$ 1,221,843	\$ 82,908	6.8
Toll Road Account Servicing	\$ 397,122	\$ 916,663	\$ 519,541	56.7
Other Insurance Expense	\$ 548,002	\$ 150,000	\$ (398,002)	(265.3)
Toll Road Maintenance Supply Repairs	\$ 431,568	\$ 939,110	\$ 507,542	54.0
Patrol Services	\$ 893,478	\$ 835,317	\$ (58,161)	(7.0)
Building Equipment Repairs and Maint	\$ 629,276	\$ 906,594	\$ 277,318	30.6
6C Transponders	\$ -	\$ 16,500	\$ 16,500	100.0
Other Services	\$ 20,500	\$ 91,663	\$ 71,163	77.6
Utilities	\$ 91,279	\$ 116,076	\$ 24,797	21.4
Office Expense	\$ 112,252	\$ 80,612	\$ (31,640)	(39.3)
Bad Debt Expense	\$ 102,136	\$ -	\$ (102,136)	N/A
Miscellaneous ⁽²⁾	\$ 54,508	\$ 143,346	\$ 88,838	62.0
Leases	\$ 475,508	\$ 490,413	\$ 14,905	3.0
Total operating expenses	\$ 14,535,552	\$ 20,441,750	\$ 5,906,198	28.9
Depreciation and Amortization ⁽³⁾	\$ 4,276,218	\$ -	\$ (4,276,218)	N/A
Operating income (loss)	\$ 45,862,818	\$ 28,768,048	\$ 17,094,770	59.4
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	\$ 276,807	\$ 330,000	\$ (53,193)	(16.1)
Interest Income	\$ 6,415,350	\$ 6,281,154	\$ 134,196	2.1
Interest Expense	\$ (1,660,840)	\$ (3,031,816)	\$ 1,370,976	45.2
Other	\$ (7,413)	\$ -	\$ (7,413)	N/A
Total nonoperating revenues (expenses)	\$ 5,023,904	\$ 3,579,338	\$ 1,444,566	(40.4)
Transfers In	\$ -	\$ -	\$ -	N/A
Transfers Out ⁽⁴⁾	\$ (5,111,072)	\$ (2,372,377)	\$ (2,738,695)	(115.4)
Net income (loss)	\$ 45,775,650	\$ 29,975,009	\$ 15,800,641	52.7

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

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

³Depreciation and amortization are not budgeted items.

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

Capital Asset Activity

During the eleven months ending May 31, 2024, capital asset activities included payments of \$655,918 attributed to the Electronic Toll and Traffic Management system project and \$475,742 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 May 2024 was 1,785,184. This represents a daily average of 57,587 vehicles. This is a 17.4 percent increase in gross trips from the same period last year, which totaled 1,521,205. Potential toll revenue for May was \$8,777,385, which represents an increase of 38.3 percent from the prior year's total of \$6,344,459. Carpool percentage for May was 24 percent as compared to the previous year's rate of 23.4 percent.

MTD traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 EL and associated potential revenue for the month of May 2024.

Current MTD as of May 31, 2024

Trips	MAY-24 MTD Actual	Stantec MTD Projected	# Variance	% Variance	MAY-23 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,356,635	992,000	364,635	36.8%	1,164,945	16.5%
3+ Lanes	428,549	374,857	53,692	14.3%	356,260	20.3%
Total Gross Trips	1,785,184	1,366,857	418,327	30.6%	1,521,205	17.4%
Revenue						
Full Toll Lanes	\$8,702,053	\$4,729,429	\$3,972,624	84.0%	\$6,289,685	38.4%
3+ Lanes	\$75,332	\$0	\$75,332		\$54,774	37.5%
Total Gross Revenue	\$8,777,385	\$4,729,429	\$4,047,956	85.6%	\$6,344,459	38.3%
Average Revenue per Trip						
Average Full Toll Lanes	\$6.41	\$4.77	\$1.64	34.5%	\$5.40	18.8%
Average 3+ Lanes	\$0.18	\$0.00	\$0.18		\$0.15	20.0%
Average Gross Revenue	\$4.92	\$3.46	\$1.46	42.2%	\$4.17	18.0%

The 2024 fiscal YTD traffic volume increased by 13.6 percent, and potential toll revenue increased by 33.2 percent when compared with the same period the prior year. YTD average revenue per trip is \$4.76.

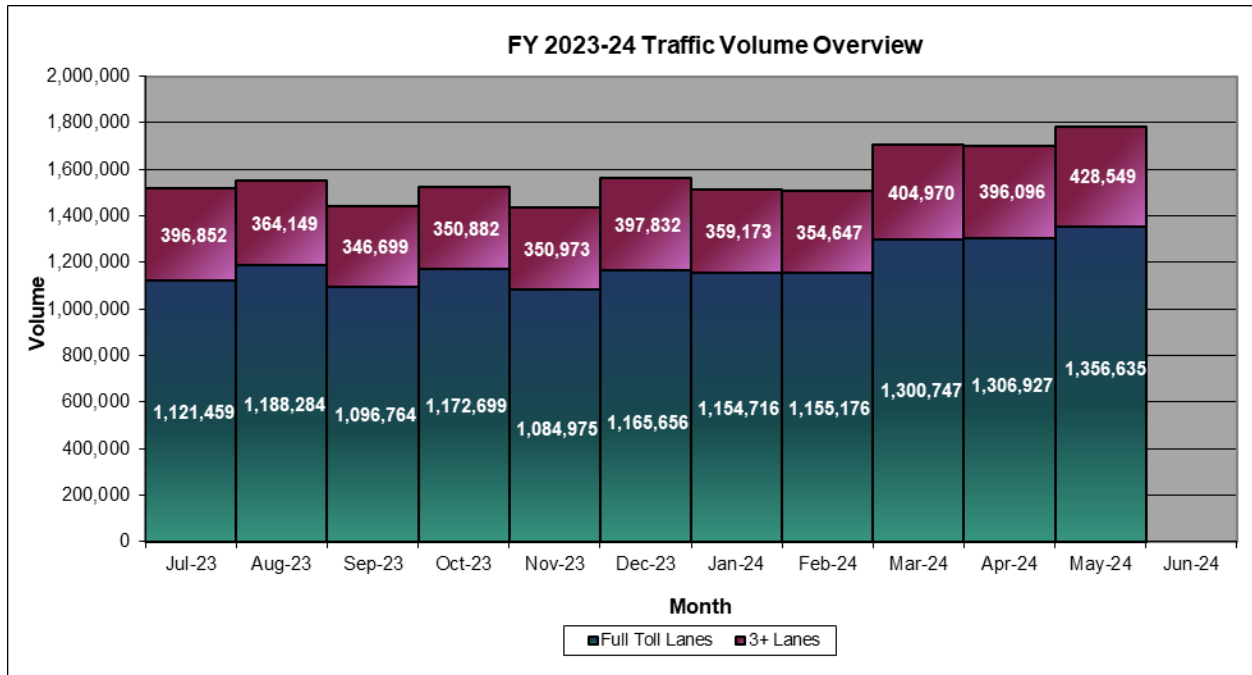
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2023 through May 2024.

FY 2023-24 YTD as of May 31, 2024

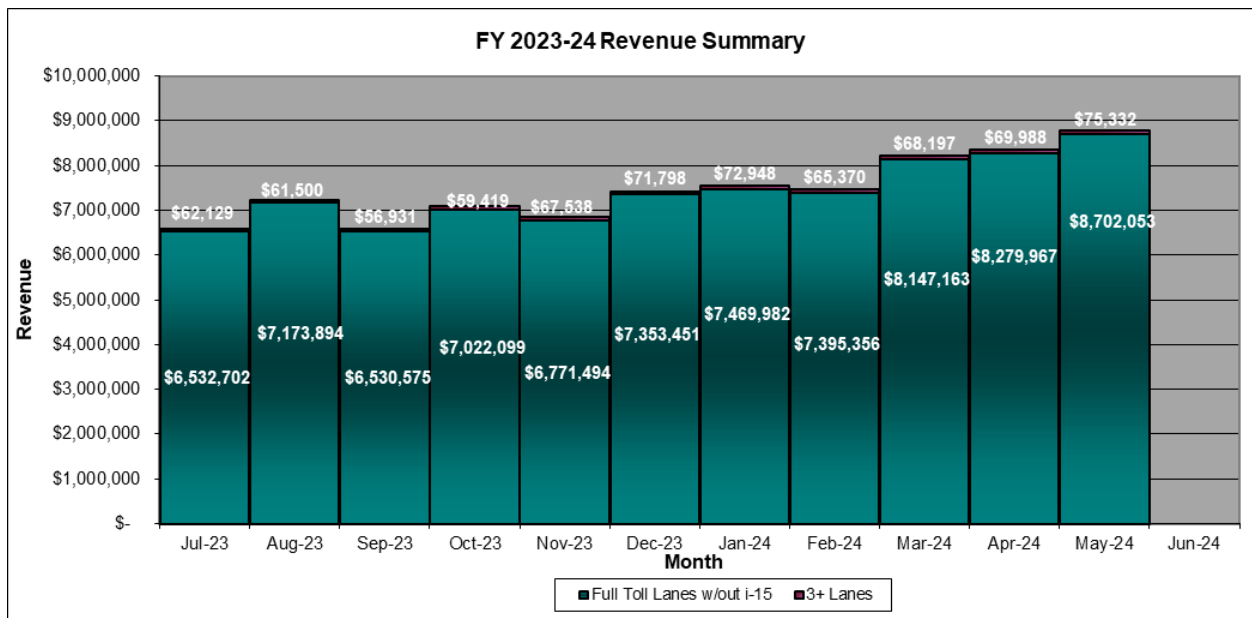
Trips	FY 2023-24 YTD Actual (7/2023-5/2024)	Stantec YTD Projected	# Variance	% Variance	FY 2022-23 YTD Actual (7/2022-5/2023)	Yr-to-Yr % Variance
Full Toll Lanes	13,104,038	10,266,857	2,837,181	27.6%	11,697,844	12.0%
3+ Lanes	4,150,822	3,846,429	304,393	7.9%	3,491,725	18.9%
Total Gross Trips	17,254,860	14,113,286	3,141,574	22.3%	15,189,569	13.6%
Revenue						
Full Toll Lanes	\$81,378,736	\$49,373,000	\$32,005,736	64.8%	\$61,109,653	33.2%
3+ Lanes	\$731,150	\$0	\$731,150		\$524,575	39.4%
Total Gross Revenue	\$82,109,886	\$49,373,000	\$32,736,886	66.3%	\$61,634,228	33.2%
Average Revenue per Trip						
Average Full Toll Lanes	\$6.21	\$4.81	\$1.40	29.1%	\$5.22	19.0%
Average 3+ Lanes	\$0.18	\$0.00	\$0.18		\$0.15	20.0%
Average Gross Revenue	\$4.76	\$3.50	\$1.26	36.0%	\$4.06	17.2%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2023-24 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

On November 20, 2023, the RCTC 91 EL transitioned to dynamic pricing, which adjusts toll rates based on traffic volumes to maintain free-flowing trips in accordance with RCTC's 91 Express Lanes Toll Policy and Toll Schedule. The dynamic pricing is being closely monitored.

RCTC OPERATIONAL HIGHLIGHTS

On-Road Operations

RCTC Freeway Service Patrol responded to 109 calls during the month of May. Of those calls, 87 were to assist disabled vehicles, 7 calls to remove debris, and 15 were in response to accidents that affected the 91 EL.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	5/31/2024 Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 75,439,841.74	\$ 54,273,541.67	\$ 21,166,300.07	39.0
Fee Revenue	8,224,749.40	5,383,583.33	2,841,166.07	52.8
Total operating revenues	83,664,591.14	59,657,125.00	24,007,466.14	40.2
Operating expenses:				
Salaries and Benefits	880,620.69	825,916.67	(54,704.02)	(6.6)
Legal Services	15,154.84	187,916.67	172,761.83	91.9
Advisory Services	52,525.06	67,833.33	15,308.27	22.6
Audit and Accounting Fees	34,454.00	34,833.33	379.33	1.1
Service Fees	13,611.92	17,416.67	3,804.75	21.8
Other Professional Services	483,232.11	1,085,791.67	602,559.56	55.5
Lease Expense	277,881.30	322,300.00	44,418.70	13.8
Operations	3,722,491.59	4,825,241.67	1,102,750.08	22.9
Utilities	71,281.34	154,550.00	83,268.66	53.9
Supplies and Materials	2,614.13	5,500.00	2,885.87	52.5
Membership and Subscription Fees	33,909.46	23,833.33	(10,076.13)	(42.3)
Office Equipment & Furniture (Non-Capital)	-	36,666.67	36,666.67	100.0
Maintenance/Repairs	309,246.08	444,125.00	134,878.92	30.4
Training Seminars and Conferences	1,773.49	7,333.33	5,559.84	75.8
Transportation Expenses	1,427.05	2,658.33	1,231.28	46.3
Lodging	1,751.85	2,750.00	998.15	36.3
Meals	510.28	2,750.00	2,239.72	81.4
Other Staff Expenses	209.46	458.33	248.87	54.3
Advertising	-	183,333.33	183,333.33	100.0
Program Management	64,510.95	79,841.67	15,330.72	19.2
Program Operations	6,125,386.28	9,571,650.00	3,446,263.72	36.0
Litigation Settlement	1,495.09	4,583.33	3,088.24	67.4
Furniture & Equipment	10,962.00	66,458.33	55,496.33	83.5
Improvements	-	-	-	N/A
Bad Debt Expense	102,103.26	64,166.67	(37,936.59)	(59.1)
Total operating expenses	12,207,152.23	18,017,908.33	5,810,756.10	32.2
Operating income (loss)	71,457,438.91	41,639,216.67	29,818,222.24	71.6
Nonoperating revenues (expenses):				
Interest Revenue	5,825,356.09	1,173,791.67	4,651,564.42	(396.3)
Other Miscellaneous Revenue	551,404.99	-	551,404.99	N/A
Loss on Refunding	-	-	-	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(18,694,039.09)	(20,350,916.67)	1,656,877.58	(8.1)
Total nonoperating revenues (expenses)	(12,317,278.01)	(19,177,125.00)	6,859,846.99	35.8
Transfers In	-	-	-	N/A
Transfers Out	(634,600.00)	(938,300.00)	303,700.00	(32.4)
Net income (loss)	\$ 58,505,560.90	\$ 21,523,791.67	\$ 36,981,769.23	171.8



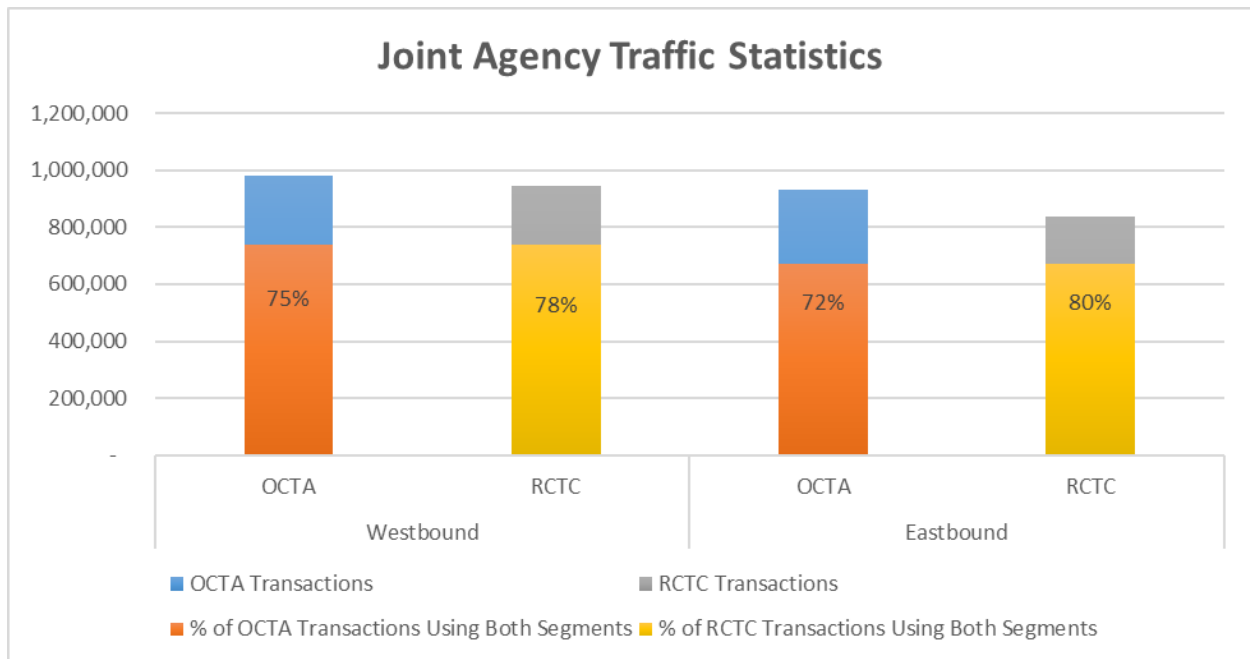
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING May 31, 2024

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	979,990	737,752	75%	\$2,786,766.75
RCTC	946,568	737,752	78%	\$5,495,294.50
Eastbound				
OCTA	929,376	671,595	72%	\$3,206,701.37
RCTC	838,616	671,595	80%	\$3,551,061.39

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	MAY 2024 PERFORMANCE
Customer Service			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	75% answered within 60 seconds
Abandon Percentage	Monthly	4% <	4%
Customer Satisfaction Score	Monthly	4.5 =>	4.85
First Contact Resolution	Monthly	85% of calls resolved on the first contact	93%
Timeliness of Case Resolution			
	Monthly	90% of cases resolved in one (1) business day	97%
	Monthly	98% of cases resolved within five (5) business days	99%
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 processed within five (5) 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 completely and accurately issued within five (5) business days	100%

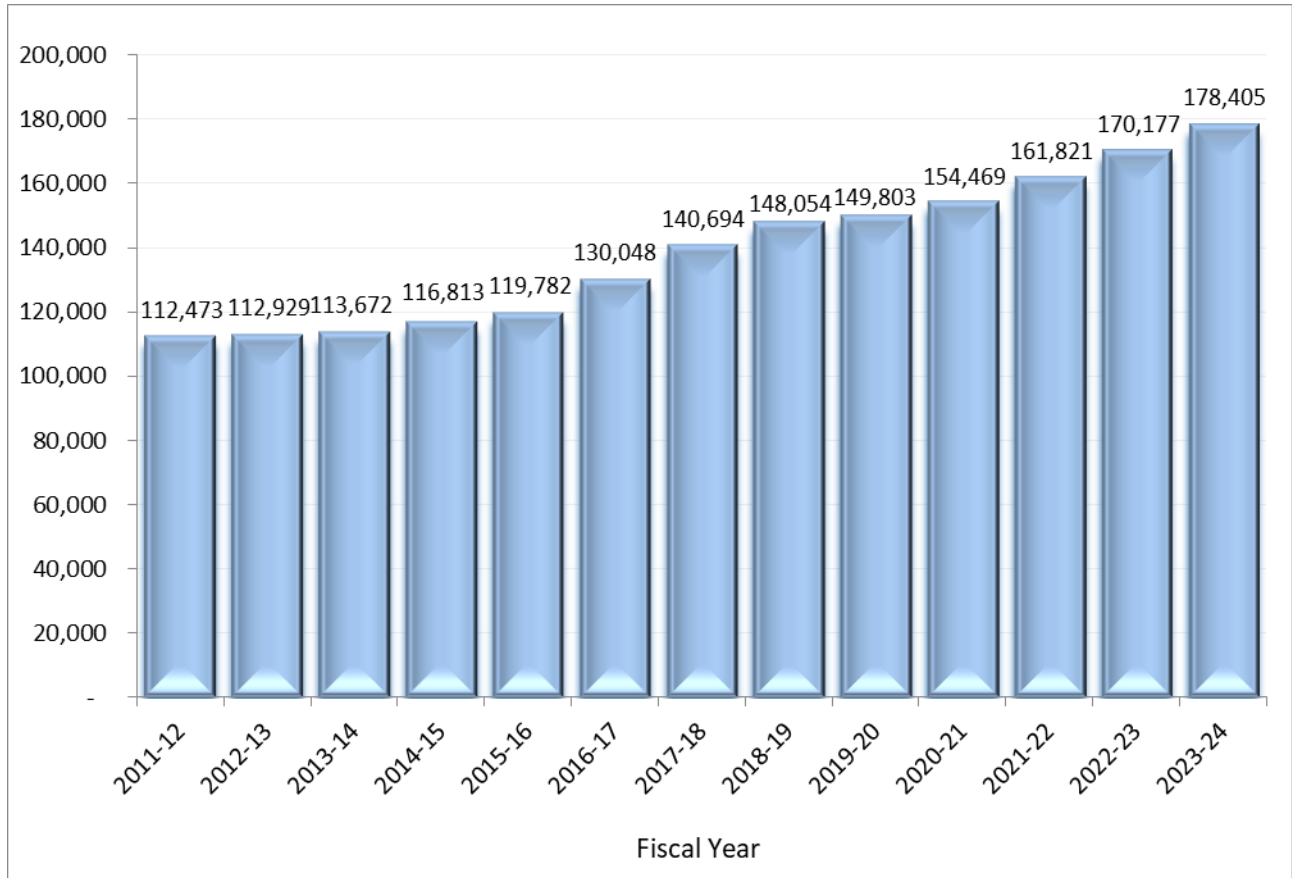
Key Performance Indicators for service level/speed of answer were not met due to the call center receiving a higher call volume than usual. ViaPlus is continuously recruiting new staff to meet the call center demands. ViaPlus has revised the call center projections to address the additional calls.

JOINT AGENCY TRANSPONDER DISTRIBUTION

6C TRANSPONDER DISTRIBUTION	May-24		April-24		FY 2023-24	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	1,897	20.8%	2,207	23.8%	1,942	22.7%
Additional Tags to Existing Accounts	7,024	77.2%	6,835	73.8%	6,413	75.1%
Replacement Transponders	178	2.0%	224	2.4%	186	2.2%
Total Issued	9,099	100.0%	9,266	100.0%	8,541	100.0%

At the end of May 2024, the 91 EL had 178,405 active customer accounts and 713,760 transponders classified as assigned.

Number of Accounts by FY
As of May 31, 2024





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



Status Report
June 2024

As of June 30, 2024

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

Total traffic volume on the 91 Express Lanes (91 EL) for June 2024 was 1,832,858. This represents a daily average of 61,095 vehicles. This is a 3.4 percent increase in total traffic volume from the same period last year, which totaled 1,771,896. Potential toll revenue for June was \$5,501,657, which represents an increase of 0.6 percent from the prior year's total of \$5,469,630. Carpool percentage for June was 26.9 percent as compared to the previous year's rate of 24.7 percent.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 EL and associated potential revenue for the month of June 2024.

Current MTD as of June 30, 2024

	JUN-24 MTD Actual	JUN-23 MTD Actual	Yr-to-Yr % Variance
Trips			
Full Toll Lanes	1,340,475	1,333,356	0.5%
3+ Lanes	492,383	438,540	12.3%
Total Gross Trips	1,832,858	1,771,896	3.4%
Revenue			
Full Toll Lanes	\$5,434,107	\$5,404,131	0.6%
3+ Lanes	\$67,550	\$65,499	3.1%
Total Gross Revenue	\$5,501,657	\$5,469,630	0.6%
Average Revenue per Trip			
Average Full Toll Lanes	\$4.05	\$4.05	0.0%
Average 3+ Lanes	\$0.14	\$0.15	(6.7%)
Average Gross Revenue	\$3.00	\$3.09	(2.9%)

The 2024 fiscal year-to-date (YTD) traffic volume increased by 7.2 percent, and potential toll revenue increased by 6.9 percent when compared with the same period the prior year. YTD average revenue per trip is \$3.15.

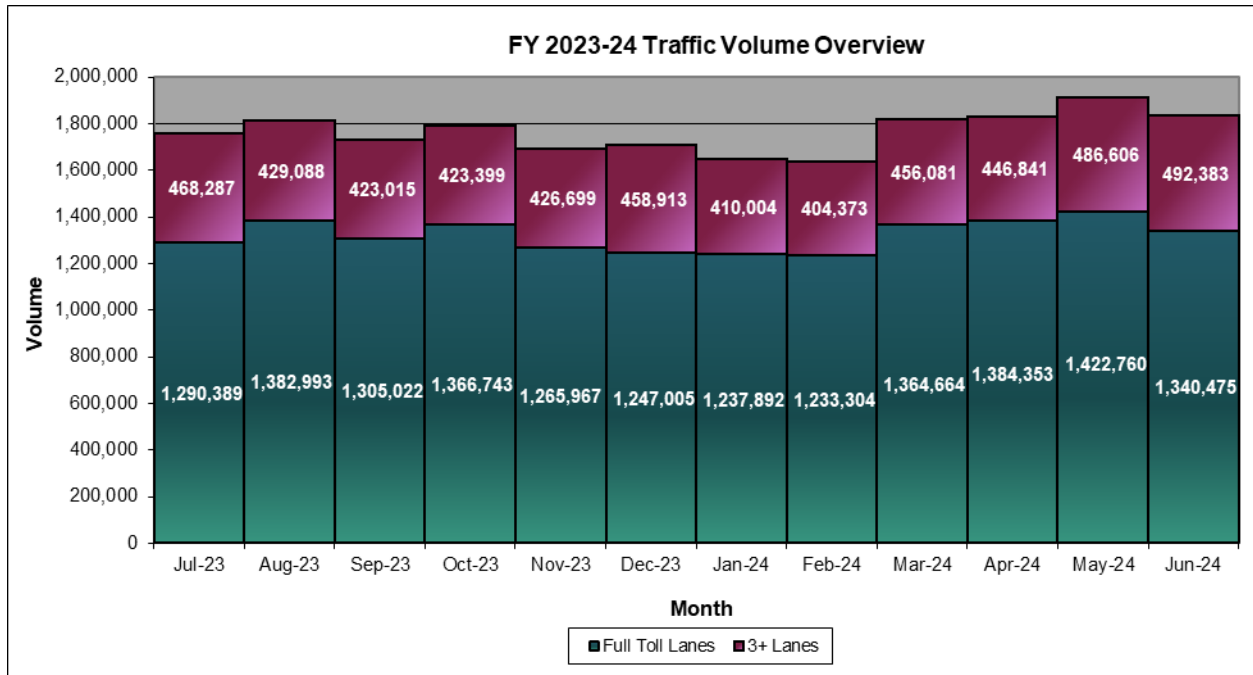
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2023 through June 2024.

Fiscal Year (FY) 2023-24 YTD as of June 30, 2024

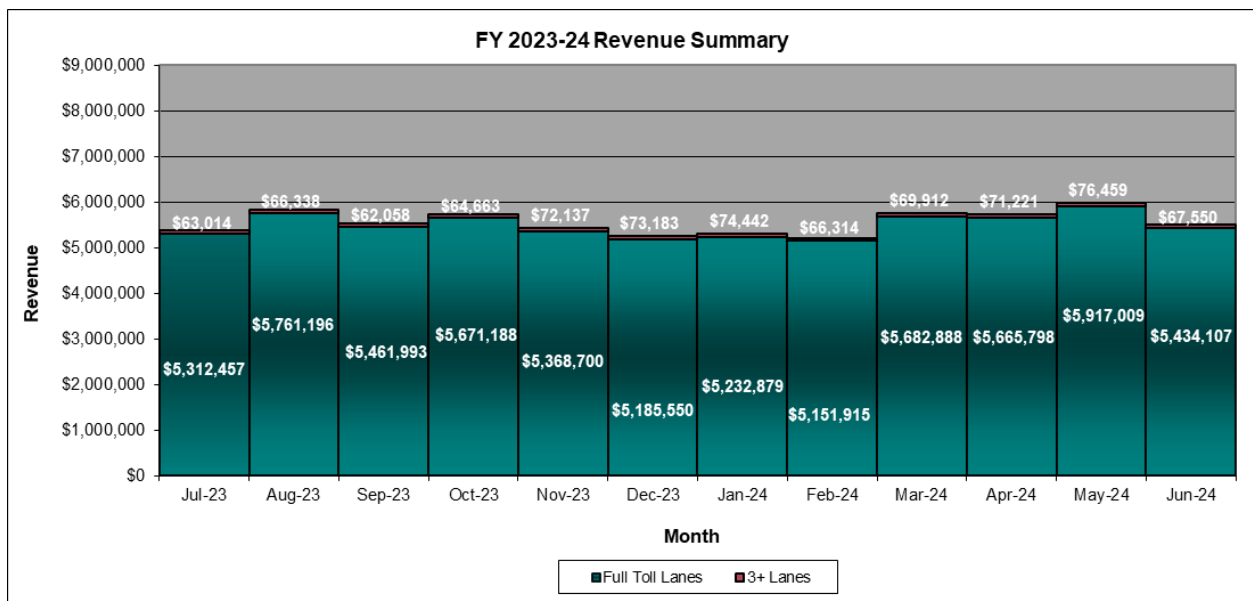
	FY 2023-24 YTD Actual (7/2023-6/2024)	FY 2022-23 YTD Actual (7/2022-6/2023)	Yr-to-Yr % Variance
Trips			
Full Toll Lanes	15,841,568	15,017,314	5.5%
3+ Lanes	5,325,689	4,719,310	12.8%
Total Gross Trips	21,167,257	19,736,624	7.2%
Revenue			
Full Toll Lanes	\$65,845,680	\$61,629,811	6.8%
3+ Lanes	\$827,291	\$737,541	12.2%
Total Gross Revenue	\$66,672,971	\$62,367,352	6.9%
Average Revenue per Trip			
Average Full Toll Lanes	\$4.16	\$4.10	1.5%
Average 3+ Lanes	\$0.16	\$0.16	0.0%
Average Gross Revenue	\$3.15	\$3.16	(0.3%)

OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2023-24 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 16 times during the month of June 2024. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 97 percent of defined capacity. This is closely monitored since toll adjustments are made based upon capacity percentages per the OCTA Toll Policy for the 91 EL. If capacity is at 92 percent on a consistent basis (over six times during the prior 12 weeks), then an adjustment may be made to toll rates for that particular hour and day.

OCTA EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 06/03/24				Tuesday 06/04/24				Wednesday 06/05/24				Thursday 06/06/24				Friday 06/07/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	468	2,850	84%	\$5.60	501	2,931	86%	\$5.60	488	2,809	83%	\$8.20	535	2,936	86%	\$8.85	559	2,704	80%
1500 - 1600	\$5.95	535	2,858	84%	\$5.90	523	2,843	84%	\$7.90	528	2,924	86%	\$7.90	533	2,832	83%	\$8.40	592	2,707	80%
1600 - 1700	\$5.25	506	2,847	84%	\$4.75	494	2,746	81%	\$6.90	522	2,834	83%	\$7.40	520	2,830	83%	\$6.45	617	2,877	85%
1700 - 1800	\$5.10	565	3,031	89%	\$5.05	525	2,915	86%	\$5.70	543	2,853	84%	\$7.10	558	2,841	84%	\$7.15	667	2,834	83%
1800 - 1900	\$5.95	637	2,764	81%	\$4.25	652	2,994	88%	\$4.25	680	3,010	89%	\$4.15	553	2,525	74%	\$7.15	695	2,700	79%
1900 - 2000	\$4.15	495	1,727	51%	\$4.15	576	2,201	65%	\$4.15	613	2,533	75%	\$6.10	401	1,440	42%	\$6.65	695	2,241	66%

PM Time	Monday 06/10/24				Tuesday 06/11/24				Wednesday 06/12/24				Thursday 06/13/24				Friday 06/14/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	536	2,832	83%	\$5.60	496	2,950	87%	\$5.60	491	2,803	82%	\$8.20	516	2,929	86%	\$8.85	544	2,831	83%
1500 - 1600	\$5.95	518	2,818	83%	\$5.90	533	2,849	84%	\$7.90	539	2,912	86%	\$7.90	531	2,719	80%	\$8.40	571	2,856	84%
1600 - 1700	\$5.25	476	2,465	73%	\$4.75	521	2,746	81%	\$6.90	510	2,848	84%	\$7.40	589	2,910	86%	\$6.45	571	2,834	83%
1700 - 1800	\$5.10	544	2,915	86%	\$5.05	499	2,744	81%	\$5.70	528	2,848	84%	\$7.10	555	2,917	86%	\$7.15	637	2,822	83%
1800 - 1900	\$5.95	649	2,811	83%	\$4.25	662	2,883	85%	\$4.25	597	2,742	81%	\$4.15	649	2,888	85%	\$7.15	661	2,599	76%
1900 - 2000	\$4.15	482	1,747	51%	\$4.15	694	2,743	81%	\$4.15	719	2,777	82%	\$6.10	687	2,704	80%	\$6.65	632	2,159	64%

PM Time	Monday 06/17/24				Tuesday 06/18/24				Wednesday 06/19/24				Thursday 06/20/24				Friday 06/21/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	510	2,793	82%	\$5.60	518	2,924	86%	\$5.60	570	2,990	88%	\$8.20	561	2,885	85%	\$8.85	569	2,913	86%
1500 - 1600	\$5.95	539	2,858	84%	\$5.90	516	2,904	85%	\$7.90	568	2,862	84%	\$7.90	539	2,813	83%	\$8.40	599	2,950	87%
1600 - 1700	\$5.25	576	3,084	91%	\$4.75	543	2,913	86%	\$6.90	557	2,906	85%	\$7.40	558	2,863	84%	\$6.45	560	2,826	83%
1700 - 1800	\$5.10	546	2,865	84%	\$5.05	569	2,952	87%	\$5.70	589	2,946	87%	\$7.10	548	2,826	83%	\$7.15	610	2,750	81%
1800 - 1900	\$5.95	645	2,704	80%	\$4.25	652	2,962	87%	\$4.25	709	2,655	78%	\$4.15	645	2,793	82%	\$7.15	664	2,555	75%
1900 - 2000	\$4.15	497	1,740	51%	\$4.15	667	2,557	75%	\$4.15	609	2,002	59%	\$6.10	774	2,784	82%	\$6.65	676	2,174	64%

PM Time	Monday 06/24/24				Tuesday 06/25/24				Wednesday 06/26/24				Thursday 06/27/24				Friday 06/28/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.60	514	2,880	85%	\$5.60	521	2,871	84%	\$5.60	528	2,918	86%	\$8.20	542	2,835	83%	\$8.85	556	2,766	81%
1500 - 1600	\$5.95	510	2,841	84%	\$5.90	515	2,830	83%	\$7.90	514	2,917	86%	\$7.90	536	2,844	84%	\$8.40	595	2,868	84%
1600 - 1700	\$5.25	516	2,852	84%	\$4.75	539	2,867	84%	\$6.90	592	2,860	84%	\$7.40	533	2,821	83%	\$6.45	600	2,824	83%
1700 - 1800	\$5.10	546	2,839	84%	\$5.05	498	2,726	80%	\$5.70	488	2,158	63%	\$7.10	565	2,872	84%	\$7.15	611	2,781	82%
1800 - 1900	\$5.95	633	2,741	81%	\$4.25	644	2,971	87%	\$4.25	605	2,492	73%	\$4.15	637	2,791	82%	\$7.15	698	2,668	78%
1900 - 2000	\$4.15	508	1,784	52%	\$4.15	710	2,674	79%	\$4.15	654	2,660	78%	\$6.10	736	2,817	83%	\$6.65	677	2,171	64%



OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 06/03/24				Tuesday 06/04/24				Wednesday 06/05/24				Thursday 06/06/24				Friday 06/07/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	538	1,617	48%	\$3.35	593	1,704	50%	\$3.35	575	1,625	48%	\$3.35	566	1,500	44%	\$3.35	465	1,301	38%
0500 - 0600	\$5.40	941	3,281	97%	\$5.40	975	3,272	96%	\$5.40	958	3,173	93%	\$5.40	899	3,096	91%	\$5.15	814	2,660	78%
0600 - 0700	\$5.60	682	2,926	86%	\$5.60	676	2,963	87%	\$5.60	712	3,097	91%	\$5.60	659	2,888	85%	\$5.40	597	2,583	76%
0700 - 0800	\$6.15	612	2,820	83%	\$6.15	585	2,704	80%	\$6.15	594	2,734	80%	\$6.15	595	2,771	82%	\$5.95	472	2,160	64%
0800 - 0900	\$5.60	394	2,461	72%	\$5.60	434	2,806	83%	\$5.60	449	2,672	79%	\$5.60	449	2,769	81%	\$5.40	418	2,018	59%
0900 - 1000	\$4.50	445	2,233	66%	\$4.50	417	2,483	73%	\$4.50	464	2,719	80%	\$4.50	485	2,715	80%	\$4.50	455	2,007	59%

AM Time	Monday 06/10/24				Tuesday 06/11/24				Wednesday 06/12/24				Thursday 06/13/24				Friday 06/14/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	548	1,571	46%	\$3.35	569	1,595	47%	\$3.35	603	1,533	45%	\$3.35	562	1,513	45%	\$3.35	487	1,306	38%
0500 - 0600	\$5.40	881	3,066	90%	\$5.40	957	3,185	94%	\$5.40	980	3,223	95%	\$5.40	973	3,112	92%	\$5.15	806	2,746	81%
0600 - 0700	\$5.60	559	2,817	83%	\$5.60	641	2,931	86%	\$5.60	644	2,864	84%	\$5.60	679	2,852	84%	\$5.40	593	2,644	78%
0700 - 0800	\$6.15	593	2,670	79%	\$6.15	596	2,888	85%	\$6.15	563	2,828	83%	\$6.15	563	2,762	81%	\$5.95	458	2,218	65%
0800 - 0900	\$5.60	430	2,489	73%	\$5.60	487	2,738	81%	\$5.60	418	2,655	78%	\$5.60	450	2,552	75%	\$5.40	395	2,023	60%
0900 - 1000	\$4.50	416	2,280	67%	\$4.50	464	2,441	72%	\$4.50	425	2,374	70%	\$4.50	413	2,363	70%	\$4.50	418	2,228	66%

AM Time	Monday 06/17/24				Tuesday 06/18/24				Wednesday 06/19/24				Thursday 06/20/24				Friday 06/21/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	512	1,549	46%	\$3.35	552	1,536	45%	\$3.35	492	1,404	41%	\$3.35	580	1,536	45%	\$3.35	465	1,278	38%
0500 - 0600	\$5.40	919	3,100	91%	\$5.40	967	3,156	93%	\$5.40	855	2,880	85%	\$5.40	946	3,083	91%	\$5.15	796	2,682	79%
0600 - 0700	\$5.60	585	2,745	81%	\$5.60	665	2,946	87%	\$5.60	546	2,650	78%	\$5.60	610	2,961	87%	\$5.40	540	2,490	73%
0700 - 0800	\$6.15	473	2,489	73%	\$6.15	478	2,709	80%	\$6.15	395	2,094	62%	\$6.15	529	2,767	81%	\$5.95	483	2,311	68%
0800 - 0900	\$5.60	372	2,212	65%	\$5.60	466	2,630	77%	\$5.60	350	1,767	52%	\$5.60	401	2,511	74%	\$5.40	434	2,205	65%
0900 - 1000	\$4.50	383	1,980	58%	\$4.50	455	2,622	77%	\$4.50	552	2,347	69%	\$4.50	458	2,601	77%	\$4.50	474	2,238	66%

AM Time	Monday 06/24/24				Tuesday 06/25/24				Wednesday 06/26/24				Thursday 06/27/24				Friday 06/28/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.35	556	1,552	46%	\$3.35	562	1,582	47%	\$3.35	582	1,544	45%	\$3.35	568	1,528	45%	\$3.35	494	1,315	39%
0500 - 0600	\$5.40	810	2,925	86%	\$5.40	942	3,112	92%	\$5.40	907	3,091	91%	\$5.40	944	3,151	93%	\$5.15	823	2,664	78%
0600 - 0700	\$5.60	582	2,760	81%	\$5.60	616	2,891	85%	\$5.60	684	2,940	86%	\$5.60	627	2,874	85%	\$5.40	582	2,592	76%
0700 - 0800	\$6.15	503	2,618	77%	\$6.15	524	2,704	80%	\$6.15	488	2,664	78%	\$6.15	569	2,755	81%	\$5.95	483	2,366	70%
0800 - 0900	\$5.60	450	2,488	73%	\$5.60	439	2,807	83%	\$5.60	498	2,819	83%	\$5.60	434	2,632	77%	\$5.40	427	2,335	69%
0900 - 1000	\$4.50	432	2,395	70%	\$4.50	451	2,467	73%	\$4.50	547	2,888	85%	\$4.50	520	2,782	82%	\$4.50	526	2,480	73%

OCTA OPERATIONAL HIGHLIGHTS

Back Office System (BOS) Key Performance Indicators (KPI) Yearly Summary

During the year, staff from both OCTA and the Riverside County Transportation Commission (RCTC) have continued to monitor the performance of the BOS that was developed by Cofiroute USA, LLC (CUSA). Part of the monitoring includes the assessment of KPI penalties in accordance with the contract. During FY 2023-2024, OCTA and RCTC identified issues with the BOS that amounted to estimated penalties of \$536,270 per the KPI standards. All issues experienced in FY 2023-2024 have been mitigated or resolved. These penalties were reviewed with CUSA and were either waived or deducted from the monthly invoice. Staff will continue to monitor the performance of the BOS and report ongoing KPI penalties that are accessed.

On-Road Operations

OCTA Freeway Service Patrol responded to 91 calls during the month of June. Of those calls, two were to remove debris, 36 were to assist disabled vehicles, 20 were to tow vehicles, and 33 were to aid motorists in the 91 EL.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 6/30/2024		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 59,545,151	\$ 49,179,943	\$ 10,365,208	21.1
Fee Revenue	\$ 14,547,234	\$ 4,503,467	\$ 10,043,767	223.0
Total operating revenues	\$ 74,092,385	\$ 53,683,410	\$ 20,408,975	38.0
Operating expenses:				
Contracted Services	\$ 5,875,462	\$ 8,046,637	\$ 2,171,175	27.0
Administrative Fee	\$ 3,685,194	\$ 4,604,114	\$ 918,920	20.0
Other Professional Services	\$ 1,350,538	\$ 4,818,904	\$ 3,468,366	72.0
Credit Card Processing Fees	\$ 1,251,706	\$ 1,378,000	\$ 126,294	9.2
Toll Road Account Servicing	\$ (440,510)	\$ 900,000	\$ 1,340,510	148.9
Other Insurance Expense	\$ 597,820	\$ 350,000	\$ (247,820)	(70.8)
Toll Road Maintenance Supply Repairs	\$ 472,452	\$ 1,070,000	\$ 597,548	55.8
Patrol Services	\$ 995,113	\$ 1,125,000	\$ 129,887	11.5
Building Equipment Repairs and Maint	\$ 727,020	\$ 1,045,550	\$ 318,530	30.5
6C Transponders	\$ 10,962	\$ 25,000	\$ 14,038	56.2
Other Services	\$ 20,500	\$ 100,000	\$ 79,500	79.5
Utilities	\$ 110,766	\$ 126,500	\$ 15,734	12.4
Office Expense	\$ 133,105	\$ 95,500	\$ (37,604)	(39.4)
Bad Debt Expense	\$ 424,313	\$ -	\$ (424,313)	N/A
Miscellaneous ⁽²⁾	\$ 55,182	\$ 320,100	\$ 264,919	82.8
Leases	\$ 58,480	\$ 535,000	\$ 476,520	89.1
Total operating expenses	\$ 15,328,103	\$ 24,540,305	\$ 9,212,202	37.5
Depreciation and Amortization ⁽³⁾	\$ 5,078,179	\$ -	\$ (5,078,179)	N/A
Operating income (loss)	\$ 53,686,103	\$ 29,143,105	\$ 24,542,998	84.2
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	\$ 424,279	\$ 360,000	\$ 64,279	17.9
Interest Income	\$ 14,770,294	\$ 6,852,165	\$ 7,918,129	115.6
Interest Expense	\$ (1,875,126)	\$ (3,335,825)	\$ 1,460,699	43.8
Other	\$ 541	\$ -	\$ 541	N/A
Total nonoperating revenues (expenses)	\$ 13,319,988	\$ 3,876,340	\$ 9,443,648	(243.6)
Transfers In	\$ -	\$ -	\$ -	N/A
Transfers Out ⁽⁴⁾	\$ (15,245,080)	\$ (35,553,448)	\$ 20,308,368	57.1
Net income (loss)	\$ 51,761,011	\$ (2,534,003)	\$ 54,295,014	(2,142.7)

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

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

³Depreciation and amortization are not budgeted items.

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

Capital Asset Activity

During the twelve months ending June 30, 2024, capital asset activities included payments of \$655,918 attributed to the Electronic Toll and Traffic Management system project and \$475,742 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 June 2024 was 1,741,179. This represents a daily average of 58,039 vehicles. This is a 16.1 percent increase in gross trips from the same period last year, which totaled 1,500,240. Potential toll revenue for June was \$8,225,659, which represents an increase of 32.5 percent from the prior year's total of \$6,208,950. Carpool percentage for June was 25.6 percent as compared to the previous year's rate of 24.1 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 June 2024.

Current MTD as of June 30, 2024

Trips	JUN-24 MTD Actual	Stantec MTD Projected	# Variance	% Variance	JUN-23 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,295,751	960,429	335,322	34.9%	1,138,273	13.8%
3+ Lanes	445,428	361,857	83,571	23.1%	361,967	23.1%
Total Gross Trips	1,741,179	1,322,286	418,893	31.7%	1,500,240	16.1%
Revenue						
Full Toll Lanes	\$8,154,480	\$4,571,286	\$3,583,194	78.4%	\$6,151,288	32.6%
3+ Lanes	\$71,179	\$0	\$71,179		\$57,662	23.4%
Total Gross Revenue	\$8,225,659	\$4,571,286	\$3,654,373	79.9%	\$6,208,950	32.5%
Average Revenue per Trip						
Average Full Toll Lanes	\$6.29	\$4.76	\$1.53	32.2%	\$5.40	16.5%
Average 3+ Lanes	\$0.16	\$0.00	\$0.16		\$0.16	0.0%
Average Gross Revenue	\$4.72	\$3.46	\$1.26	36.4%	\$4.14	14.0%

The 2024 fiscal YTD traffic volume increased by 13.8 percent, and potential toll revenue increased by 33.2 percent when compared with the same period the prior year. YTD average revenue per trip is \$4.76.

Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2023 through June 2024.

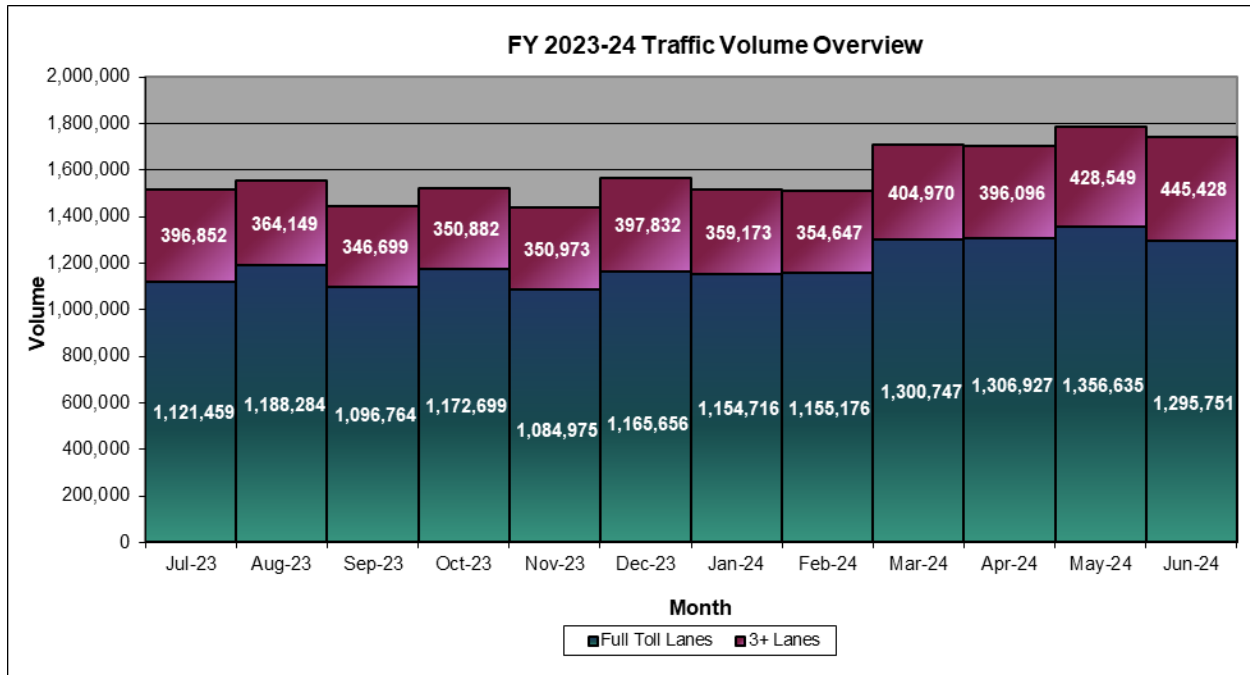
FY 2023-24 YTD as of June 30, 2024

Trips	FY 2023-24 YTD Actual (7/2023-6/2024)	Stantec YTD Projected	# Variance	% Variance	FY 2022-23 YTD Actual (7/2022-6/2023)	Yr-to-Yr % Variance
Full Toll Lanes	14,399,789	11,227,286	3,172,503	28.3%	12,836,117	12.2%
3+ Lanes	4,596,250	4,208,286	387,964	9.2%	3,853,692	19.3%
Total Gross Trips	18,996,039	15,435,571	3,560,468	23.1%	16,689,809	13.8%
Revenue						
Full Toll Lanes	\$89,533,216	\$53,944,286	\$35,588,930	66.0%	\$67,260,941	33.1%
3+ Lanes	\$802,329	\$0	\$802,329		\$582,237	37.8%
Total Gross Revenue	\$90,335,545	\$53,944,286	\$36,391,259	67.5%	\$67,843,178	33.2%
Average Revenue per Trip						
Average Full Toll Lanes	\$6.22	\$4.80	\$1.42	29.6%	\$5.24	18.7%
Average 3+ Lanes	\$0.17	\$0.00	\$0.17		\$0.15	13.3%
Average Gross Revenue	\$4.76	\$3.49	\$1.27	36.4%	\$4.06	17.2%

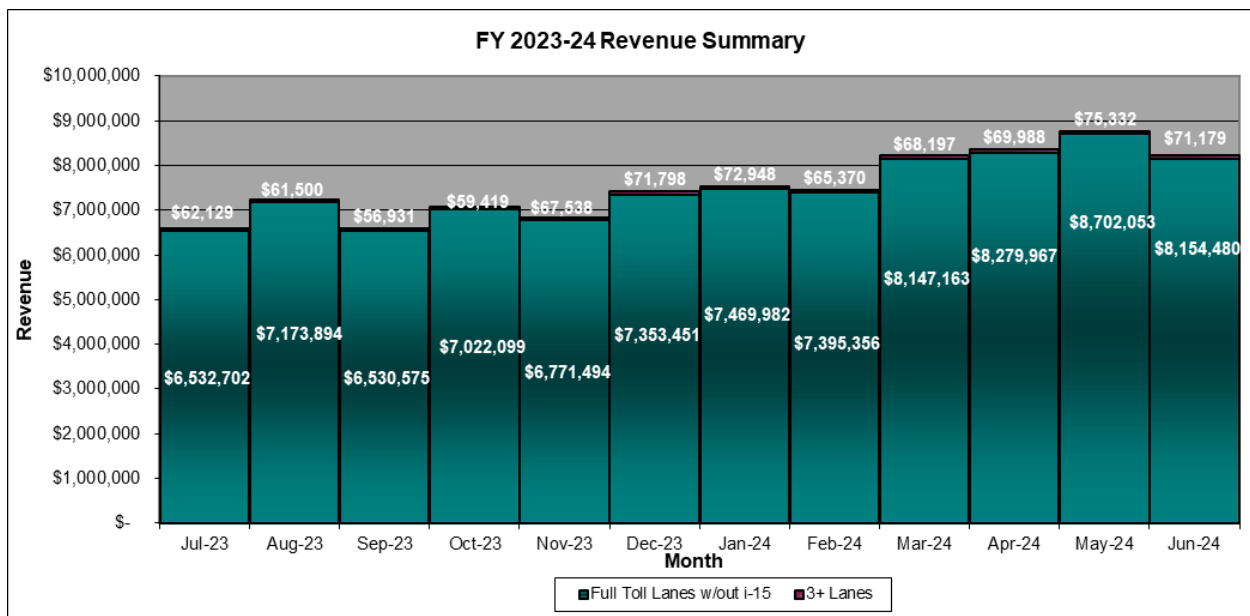


RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2023-24 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2023-24 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

On November 20, 2023, the RCTC 91 EL transitioned to dynamic pricing, which adjusts toll rates based on traffic volumes to maintain free-flowing trips in accordance with RCTC's 91 Express Lanes Toll Policy and Toll Schedule. The dynamic pricing is being closely monitored.

RCTC OPERATIONAL HIGHLIGHTS

On-Road Operations

RCTC Freeway Service Patrol responded to 115 calls during the month of June. Of those calls, 89 were to assist disabled vehicles, 10 calls to remove debris, and 16 were in response to accidents that affected the 91 EL.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	6/30/2024 Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 82,856,835.54	\$ 59,207,500.00	\$ 23,649,335.54	39.9
Fee Revenue	8,815,002.01	5,873,000.00	2,942,002.01	50.1
Total operating revenues	91,671,837.55	65,080,500.00	26,591,337.55	40.9
Operating expenses:				
Salaries and Benefits	1,057,572.24	901,000.00	(156,572.24)	(17.4)
Legal Services	20,072.59	205,000.00	184,927.41	90.2
Advisory Services	52,525.06	74,000.00	21,474.94	29.0
Audit and Accounting Fees	34,454.00	38,000.00	3,546.00	9.3
Service Fees	15,188.91	19,000.00	3,811.09	20.1
Other Professional Services	553,980.53	1,184,500.00	630,519.47	53.2
Lease Expense	290,833.87	351,600.00	60,766.13	17.3
Operations	4,165,055.60	5,263,900.00	1,098,844.40	20.9
Utilities	108,064.36	168,600.00	60,535.64	35.9
Supplies and Materials	2,773.97	6,000.00	3,226.03	53.8
Membership and Subscription Fees	33,909.46	26,000.00	(7,909.46)	(30.4)
Office Equipment & Furniture (Non-Capital)	11,497.00	40,000.00	28,503.00	71.3
Maintenance/Repairs	453,414.57	484,500.00	31,085.43	6.4
Training Seminars and Conferences	1,773.49	8,000.00	6,226.51	77.8
Transportation Expenses	2,114.02	2,900.00	785.98	27.1
Lodging	2,104.94	3,000.00	895.06	29.8
Meals	535.28	3,000.00	2,464.72	82.2
Other Staff Expenses	239.46	500.00	260.54	52.1
Advertising	-	200,000.00	200,000.00	100.0
Program Management	81,073.93	87,100.00	6,026.07	6.9
Program Operations	8,124,663.98	10,441,800.00	2,317,136.02	22.2
Litigation Settlement	1,495.09	5,000.00	3,504.91	70.1
Furniture & Equipment	31,808.13	72,500.00	40,691.87	56.1
Improvements	-	-	-	N/A
Bad Debt Expense	102,103.54	70,000.00	(32,103.54)	(45.9)
Total operating expenses	15,147,254.02	19,655,900.00	4,508,645.98	22.9
Operating income (loss)	76,524,583.53	45,424,600.00	31,099,983.53	68.5
Nonoperating revenues (expenses):				
Interest Revenue	6,889,219.42	1,280,500.00	5,608,719.42	(438.0)
Other Miscellaneous Revenue	797,116.04	-	797,116.04	N/A
Principal Expense	-	-	-	N/A
Interest Expense	(24,910,961.55)	(22,201,000.00)	(2,709,961.55)	12.2
Total nonoperating revenues (expenses)	(17,224,626.09)	(20,920,500.00)	3,695,873.91	17.7
Transfers In	180,634.14	-	180,634.14	N/A
Transfers Out	(684,100.00)	(1,023,600.00)	339,500.00	(33.2)
Net income (loss)	\$ 58,796,491.58	\$ 23,480,500.00	\$ 35,315,991.58	150.4

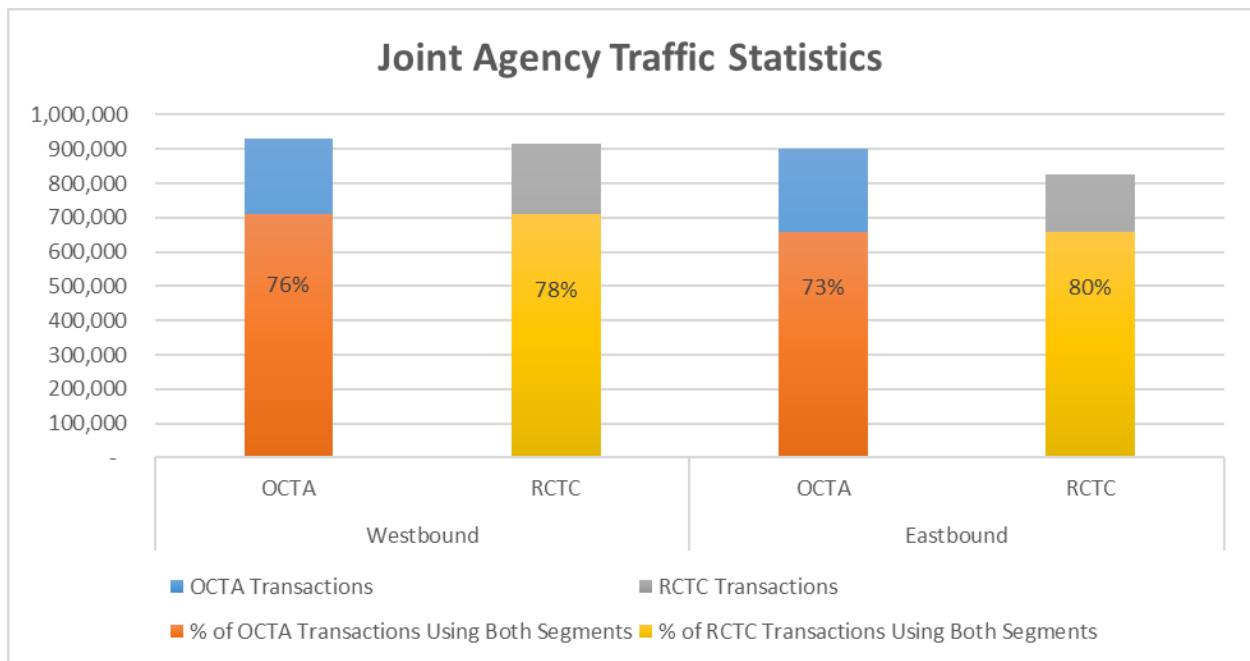
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING **June 30, 2024**

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	931,273	712,234	76%	\$2,558,535.00
RCTC	914,276	712,234	78%	\$5,118,027.40
Eastbound				
OCTA	901,585	659,277	73%	\$2,943,122.45
RCTC	826,903	659,277	80%	\$3,368,821.58

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	JUNE 2024 PERFORMANCE
Customer Service			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	72% answered within 60 seconds
Abandon Percentage	Monthly	4% <	1.5%
Customer Satisfaction Score	Monthly	4.5 =>	4.88
First Contact Resolution	Monthly	85% of calls resolved on the first contact	93%
Timeliness of Case Resolution			
	Monthly	90% of cases resolved in one (1) business day	97%
	Monthly	98% of cases resolved within five (5) business days	99%
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 processed within five (5) 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 completely and accurately issued within five (5) business days	100%

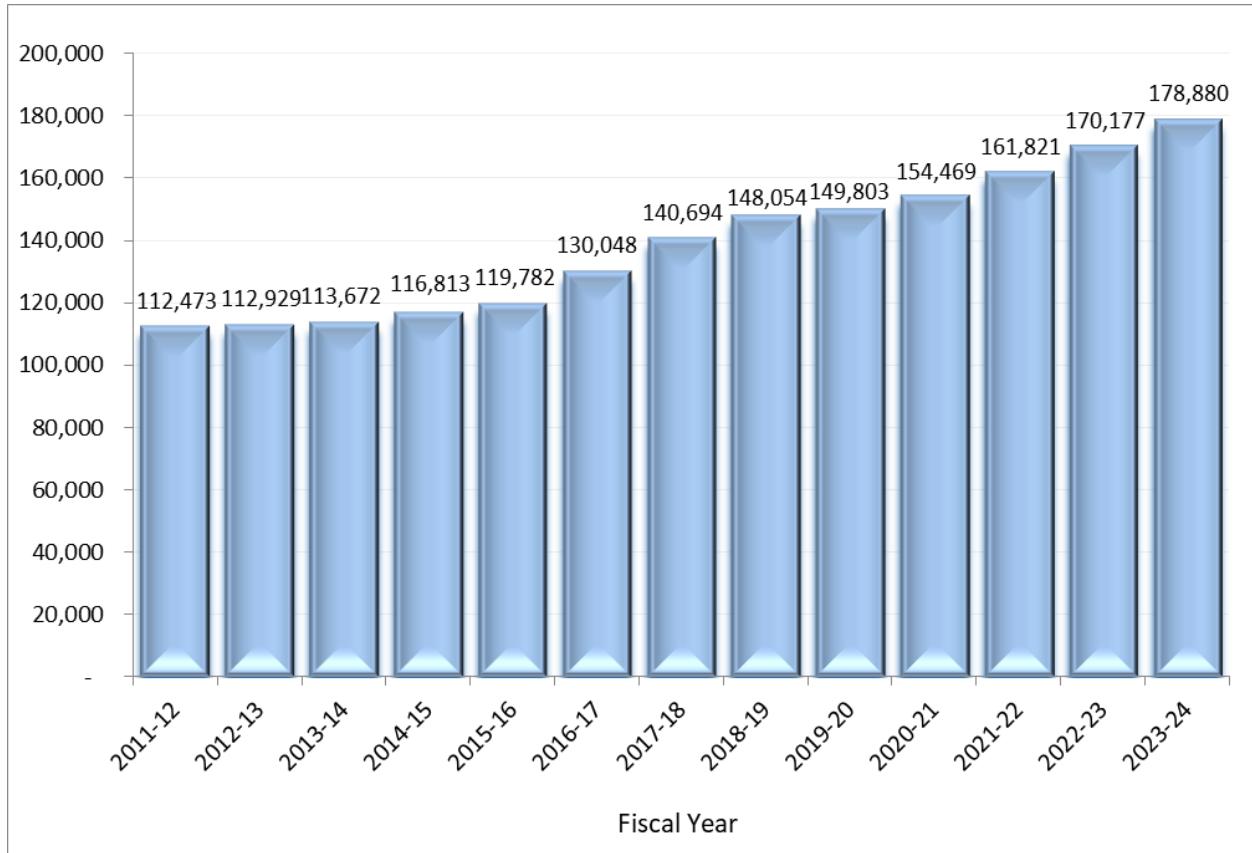
Key Performance Indicators for service level/speed of answer were not met due to some technical issues that caused a handful of the representatives to be unavailable to take customer calls and ViaPlus also experienced attrition that affected the calls being answered. ViaPlus is addressing the technical issues and is continuously recruiting additional staff members to meet the call center demands.

JOINT AGENCY TRANSPONDER DISTRIBUTION

6C TRANSPONDER DISTRIBUTION	June-24		May-24		FY 2023-24	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	1,800	20%	1,897	21%	2,069	24%
Additional Tags to Existing Accounts	6,865	78%	7,024	77%	6,451	74%
Replacement Transponders	193	2%	178	2%	186	2%
Total Issued	8,858		9099		8,706	

At the end of June 2024, the 91 EL had 178,880 active customer accounts and 717,597 transponders classified as assigned.

**Number of Accounts by FY
As of June 30, 2024**





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



Status Report

July 2024

As of July 31, 2024

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OPERATIONS OVERVIEW OCTA

TRAFFIC AND REVENUE STATISTICS FOR OCTA

The total traffic volume on the 91 Express Lanes (91 EL) for July 2024 was 1,832,274. This represents a daily average of 59,106 vehicles. This is a 4.2 percent increase in total traffic volume from the same period last year, which totaled 1,758,676. Potential toll revenue for July was \$5,744,959, which represents an increase of 6.9 percent from the prior year's total of \$5,375,470. The carpool percentage for July was 26.9 percent as compared to the previous year's rate of 26.6 percent.

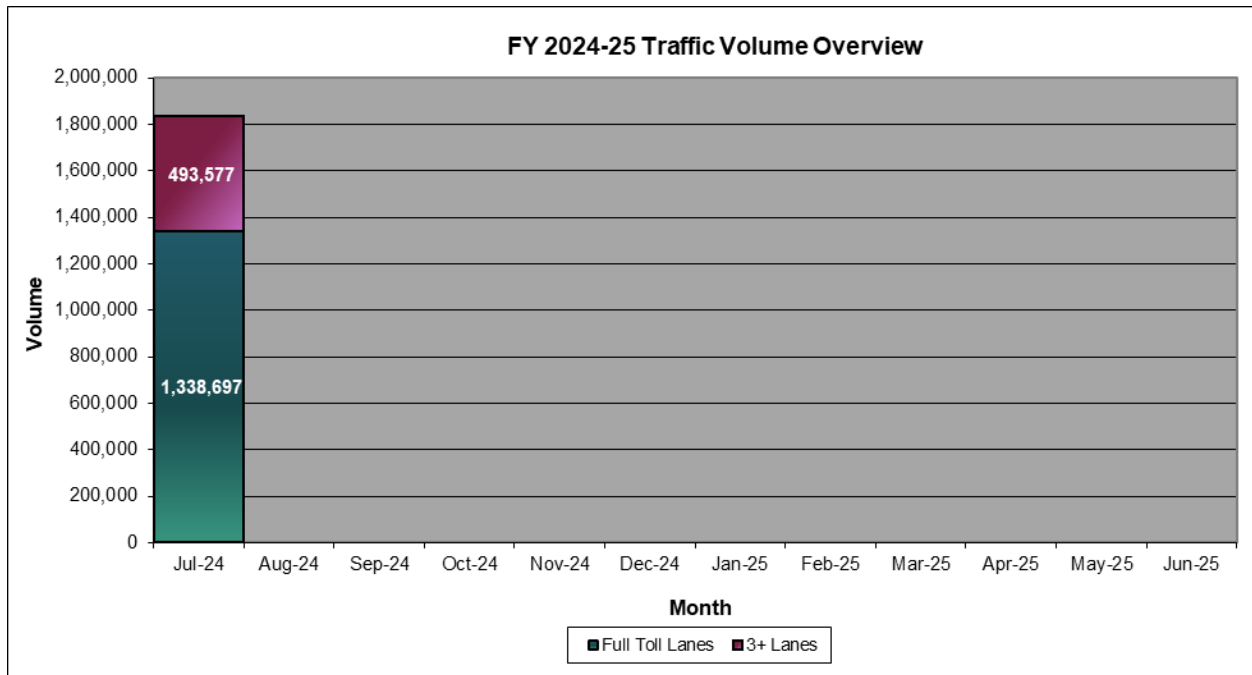
Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Orange County Transportation Authority (OCTA) 91 EL and associated potential revenue for the month of July 2024.

Current MTD as of July 31, 2024

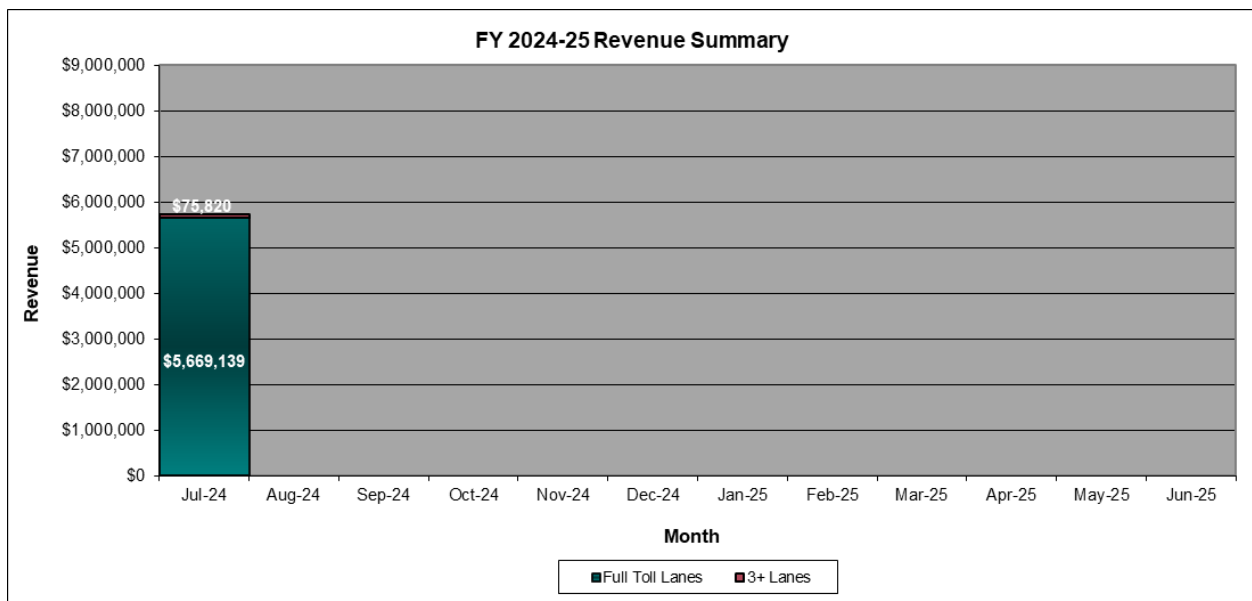
	JUL-24 MTD Actual	JUL-23 MTD Actual	Yr-to-Yr % Variance
Trips			
Full Toll Lanes	1,338,697	1,290,389	3.7%
3+ Lanes	493,577	468,287	5.4%
Total Gross Trips	1,832,274	1,758,676	4.2%
Revenue			
Full Toll Lanes	\$5,669,139	\$5,312,457	6.7%
3+ Lanes	\$75,820	\$63,014	20.3%
Total Gross Revenue	\$5,744,959	\$5,375,470	6.9%
Average Revenue per Trip			
Average Full Toll Lanes	\$4.23	\$4.12	2.7%
Average 3+ Lanes	\$0.15	\$0.13	15.4%
Average Gross Revenue	\$3.14	\$3.06	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 fiscal year (FY) 2024-25 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2024-25 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 10 times during the month of July 2024. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 96 percent of defined capacity. This is closely monitored since toll adjustments are made based upon capacity percentages per the OCTA Toll Policy for the 91 EL. If capacity is at 92 percent on a consistent basis (over six times during the prior 12 weeks), then an adjustment will be made to toll rates for that particular hour and day.

OCTA EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 07/01/24				Tuesday 07/02/24				Wednesday 07/03/24				Thursday 07/04/24				Friday 07/05/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.75	546	2,849	84%	\$5.75	565	2,966	87%	\$5.75	518	2,400	71%	\$4.85	524	1,325	39%	\$9.10	529	2,138	63%
1500 - 1600	\$6.15	527	2,818	83%	\$6.10	600	2,954	87%	\$8.15	648	2,991	88%	\$4.85	409	1,051	31%	\$8.65	578	2,145	63%
1600 - 1700	\$5.40	512	2,808	83%	\$4.90	559	2,965	87%	\$7.10	576	2,754	81%	\$4.85	354	862	25%	\$6.65	546	1,856	55%
1700 - 1800	\$5.25	542	2,860	84%	\$5.20	563	2,875	85%	\$5.85	569	2,768	81%	\$4.85	367	1,013	30%	\$7.35	515	1,752	52%
1800 - 1900	\$6.15	692	2,853	84%	\$4.40	621	2,813	83%	\$4.40	715	2,783	82%	\$4.85	319	756	22%	\$7.35	554	1,558	46%
1900 - 2000	\$4.25	551	1,902	56%	\$4.25	671	2,561	75%	\$4.25	767	2,533	75%	\$4.85	360	744	22%	\$6.85	562	1,437	42%

PM Time	Monday 07/08/24				Tuesday 07/09/24				Wednesday 07/10/24				Thursday 07/11/24				Friday 07/12/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.75	518	2,859	84%	\$5.75	507	2,963	87%	\$5.75	492	2,814	83%	\$8.45	554	2,962	87%	\$9.10	612	2,802	82%
1500 - 1600	\$6.15	538	2,910	86%	\$6.10	522	2,812	83%	\$8.15	544	2,826	83%	\$8.15	518	2,807	83%	\$8.65	582	2,829	83%
1600 - 1700	\$5.40	543	2,914	86%	\$4.90	538	2,882	85%	\$7.10	512	2,828	83%	\$7.60	582	2,860	84%	\$6.65	605	2,826	83%
1700 - 1800	\$5.25	573	3,022	89%	\$5.20	538	2,915	86%	\$5.85	449	2,387	70%	\$7.30	544	2,862	84%	\$7.35	580	2,779	82%
1800 - 1900	\$6.15	605	2,473	73%	\$4.40	705	2,960	87%	\$4.40	650	2,907	86%	\$4.25	611	2,800	82%	\$7.35	769	2,794	82%
1900 - 2000	\$4.25	497	1,771	52%	\$4.25	665	2,483	73%	\$4.25	760	2,842	84%	\$6.30	822	2,825	83%	\$6.85	703	2,180	64%

PM Time	Monday 07/15/24				Tuesday 07/16/24				Wednesday 07/17/24				Thursday 07/18/24				Friday 07/19/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.75	516	2,731	80%	\$5.75	581	2,940	86%	\$5.75	591	2,997	88%	\$8.45	577	2,961	87%	\$9.10	628	2,848	84%
1500 - 1600	\$6.15	511	2,796	82%	\$6.10	549	2,920	86%	\$8.15	575	3,052	90%	\$8.15	579	2,822	83%	\$8.65	617	2,841	84%
1600 - 1700	\$5.40	518	2,784	82%	\$4.90	556	2,806	83%	\$7.10	552	2,793	82%	\$7.60	549	2,868	84%	\$6.65	624	2,791	82%
1700 - 1800	\$5.25	501	2,826	83%	\$5.20	564	2,908	86%	\$5.85	489	2,793	82%	\$7.30	545	2,814	83%	\$7.35	629	2,751	81%
1800 - 1900	\$6.15	675	2,791	82%	\$4.40	655	2,998	88%	\$4.40	684	3,023	89%	\$4.25	644	2,824	83%	\$7.35	708	2,741	81%
1900 - 2000	\$4.25	582	2,118	62%	\$4.25	693	2,637	78%	\$4.25	632	2,441	72%	\$6.30	793	2,871	84%	\$6.85	686	2,248	66%

PM Time	Monday 07/22/24				Tuesday 07/23/24				Wednesday 07/24/24				Thursday 07/25/24				Friday 07/26/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.75	566	2,942	87%	\$5.75	560	2,951	87%	\$5.75	541	2,995	88%	\$8.45	596	3,085	91%	\$9.10	597	2,863	84%
1500 - 1600	\$6.15	513	2,761	81%	\$6.10	568	2,916	86%	\$8.15	617	3,077	91%	\$8.15	555	2,842	84%	\$8.65	618	2,916	86%
1600 - 1700	\$5.40	469	2,606	77%	\$4.90	580	2,834	83%	\$7.10	522	2,874	85%	\$7.60	594	3,056	90%	\$6.65	605	2,896	85%
1700 - 1800	\$5.25	542	2,875	85%	\$5.20	532	2,929	86%	\$5.85	592	2,907	86%	\$7.30	596	2,929	86%	\$7.35	632	2,845	84%
1800 - 1900	\$6.15	686	2,769	81%	\$4.40	674	2,953	87%	\$4.40	697	2,860	84%	\$4.25	647	2,851	84%	\$7.35	710	2,719	80%
1900 - 2000	\$4.25	483	1,671	49%	\$4.25	675	2,636	78%	\$4.25	689	2,589	76%	\$6.30	732	2,746	81%	\$6.85	735	2,329	69%

PM Time	Monday 07/29/24				Tuesday 07/30/24				Wednesday 07/31/24				Thursday 08/01/24				Friday 08/02/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.75	557	2,758	81%	\$5.75	547	2,882	85%	\$5.75	566	2,973	87%								
1500 - 1600	\$6.15	578	2,840	84%	\$6.10	552	2,852	84%	\$8.15	566	2,955	87%								
1600 - 1700	\$5.40	546	2,799	82%	\$4.90	540	2,835	83%	\$7.10	572	2,926	86%								
1700 - 1800	\$5.25	591	2,959	87%	\$5.20	494	2,851	84%	\$5.85	536	2,826	83%								
1800 - 1900	\$6.15	693	2,989	88%	\$4.40	687	2,895	85%	\$4.40	666	2,922	86%								
1900 - 2000	\$4.25	561	1,912	56%	\$4.25	698	2,672	79%	\$4.25	790	2,821	83%								



OCTA WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 07/01/24				Tuesday 07/02/24				Wednesday 07/03/24				Thursday 07/04/24				Friday 07/05/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.45	582	1,564	46%	\$3.45	570	1,523	45%	\$3.45	524	1,438	42%	\$1.90	81	187	6%	\$3.45	168	412	12%
0500 - 0600	\$5.55	902	2,963	87%	\$5.55	937	2,969	87%	\$5.55	958	2,962	87%	\$1.90	144	343	10%	\$5.30	318	958	28%
0600 - 0700	\$5.75	640	2,856	84%	\$5.75	670	2,860	84%	\$5.75	620	2,772	82%	\$1.90	142	380	11%	\$5.55	236	1,038	31%
0700 - 0800	\$6.35	537	2,678	79%	\$6.35	547	2,673	79%	\$6.35	513	2,473	73%	\$1.90	214	572	17%	\$6.15	251	1,149	34%
0800 - 0900	\$5.75	410	2,578	76%	\$5.75	471	2,718	80%	\$5.75	487	2,627	77%	\$2.90	348	842	25%	\$5.55	300	1,302	38%
0900 - 1000	\$4.65	479	2,431	72%	\$4.65	564	2,872	84%	\$4.65	484	2,585	76%	\$4.85	427	1,061	31%	\$4.65	413	1,596	47%

AM Time	Monday 07/08/24				Tuesday 07/09/24				Wednesday 07/10/24				Thursday 07/11/24				Friday 07/12/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.45	531	1,507	44%	\$3.45	567	1,570	46%	\$3.45	577	1,610	47%	\$3.45	566	1,552	46%	\$3.45	436	1,194	35%
0500 - 0600	\$5.55	872	2,921	86%	\$5.55	958	3,069	90%	\$5.55	954	3,157	93%	\$5.55	798	2,489	73%	\$5.30	830	2,711	80%
0600 - 0700	\$5.75	561	2,757	81%	\$5.75	621	2,896	85%	\$5.75	607	2,859	84%	\$5.75	579	2,489	73%	\$5.55	566	2,524	74%
0700 - 0800	\$6.35	490	2,547	75%	\$6.35	560	2,772	82%	\$6.35	526	2,735	80%	\$6.35	506	2,617	77%	\$6.15	451	2,208	65%
0800 - 0900	\$5.75	307	1,870	55%	\$5.75	478	2,754	81%	\$5.75	464	2,827	83%	\$5.75	429	2,730	80%	\$5.55	373	2,066	61%
0900 - 1000	\$4.65	363	1,912	56%	\$4.65	497	2,785	82%	\$4.65	454	2,240	66%	\$4.65	504	2,510	74%	\$4.65	513	2,104	62%

AM Time	Monday 07/15/24				Tuesday 07/16/24				Wednesday 07/17/24				Thursday 07/18/24				Friday 07/19/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.45	535	1,504	44%	\$3.45	572	1,542	45%	\$3.45	578	1,535	45%	\$3.45	578	1,512	44%	\$3.45	476	1,322	39%
0500 - 0600	\$5.55	842	2,702	79%	\$5.55	922	2,981	88%	\$5.55	936	2,904	85%	\$5.55	912	2,977	88%	\$5.30	791	2,511	74%
0600 - 0700	\$5.75	597	2,644	78%	\$5.75	557	2,829	83%	\$5.75	630	2,823	83%	\$5.75	652	2,810	83%	\$5.55	522	2,326	68%
0700 - 0800	\$6.35	538	2,644	78%	\$6.35	503	2,629	77%	\$6.35	522	2,724	80%	\$6.35	527	2,709	80%	\$6.15	443	2,365	70%
0800 - 0900	\$5.75	459	2,683	79%	\$5.75	451	2,725	80%	\$5.75	470	2,722	80%	\$5.75	460	2,680	79%	\$5.55	391	2,343	69%
0900 - 1000	\$4.65	517	2,692	79%	\$4.65	528	2,766	81%	\$4.65	464	2,592	76%	\$4.65	452	2,369	70%	\$4.65	530	2,269	67%

AM Time	Monday 07/22/24				Tuesday 07/23/24				Wednesday 07/24/24				Thursday 07/25/24				Friday 07/26/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.45	566	1,724	51%	\$3.45	607	1,651	49%	\$3.45	588	1,578	46%	\$3.45	594	1,599	47%	\$3.45	483	1,367	40%
0500 - 0600	\$5.55	918	3,250	96%	\$5.55	974	3,122	92%	\$5.55	1,006	3,094	91%	\$5.55	897	2,961	87%	\$5.30	813	2,578	76%
0600 - 0700	\$5.75	599	2,761	81%	\$5.75	643	2,886	85%	\$5.75	617	2,866	84%	\$5.75	656	2,820	83%	\$5.55	529	2,441	72%
0700 - 0800	\$6.35	515	2,653	78%	\$6.35	490	2,729	80%	\$6.35	493	2,690	79%	\$6.35	535	2,657	78%	\$6.15	440	2,091	62%
0800 - 0900	\$5.75	446	2,534	75%	\$5.75	455	2,658	78%	\$5.75	476	2,831	83%	\$5.75	500	2,643	78%	\$5.55	449	2,081	61%
0900 - 1000	\$4.65	425	2,146	63%	\$4.65	464	2,443	72%	\$4.65	519	2,597	76%	\$4.65	475	2,465	73%	\$4.65	512	2,206	65%

AM Time	Monday 07/29/24				Tuesday 07/30/24				Wednesday 07/31/24				Thursday 08/01/24				Friday 08/02/24			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.45	574	1,539	45%	\$3.45	588	1,587	47%	\$3.45	568	1,506	44%								
0500 - 0600	\$5.55	926	3,040	89%	\$5.55	973	3,055	90%	\$5.55	961	3,041	89%								
0600 - 0700	\$5.75	594	2,761	81%	\$5.75	580	2,769	81%	\$5.75	653	2,927	86%								
0700 - 0800	\$6.35	511	2,617	77%	\$6.35	513	2,767	81%	\$6.35	512	2,681	79%								
0800 - 0900	\$5.75	447	2,511	74%	\$5.75	475	2,774	82%	\$5.75	472	2,603	77%								
0900 - 1000	\$4.65	451	2,269	67%	\$4.65	471	2,578	76%	\$4.65	522	2,454	72%								

OCTA OPERATIONAL HIGHLIGHTS

On-Road Operations

OCTA Freeway Service Patrol responded to 79 calls during the month of July. Of those calls, nine were to remove debris, 25 were to assist disabled vehicles, 21 were to tow vehicles, and 24 were to aid motorists in the 91 EL.

FINANCIAL HIGHLIGHTS OCTA

91 Express Lanes Operating Statement

Description	YTD as of : 7/31/2024		YTD Variance	
	Actual ⁽¹⁾	Budget ⁽¹⁾	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 4,944,271	\$ 4,458,820	\$ 485,451	10.9
Fee Revenue	\$ 867,395	\$ 391,833	\$ 475,562	121.4
Total operating revenues	\$ 5,811,666	\$ 4,850,653	\$ 961,013	19.8
Operating expenses:				
Contracted Services	\$ 457,570	\$ 651,819	\$ 194,249	29.8
Administrative Fee	\$ 307,099	\$ 346,898	\$ 39,799	11.5
Other Professional Services	\$ (29,490)	\$ 118,900	\$ 148,390	124.8
Credit Card Processing Fees	\$ 115,711	\$ 112,500	\$ (3,211)	(2.9)
Toll Road Account Servicing	\$ 22,931	\$ 83,333	\$ 60,402	72.5
Other Insurance Expense	\$ -	\$ 700,000	\$ 700,000	100.0
Toll Road Maintenance Supply Repairs	\$ 12,159	\$ 55,834	\$ 43,675	78.2
Patrol Services	\$ 99,067	\$ 93,750	\$ (5,317)	(5.7)
Building Equipment Repairs and Maint	\$ 43,554	\$ 68,333	\$ 24,779	36.3
6C Transponders	\$ -	\$ -	\$ -	N/A
Other Services	\$ -	\$ 4,167	\$ 4,167	100.0
Utilities	\$ 715	\$ 11,812	\$ 11,097	93.9
Office Expense	\$ -	\$ -	\$ -	N/A
Bad Debt Expense	\$ 113	\$ -	\$ (113)	N/A
Miscellaneous ⁽²⁾	\$ (47)	\$ 2,800	\$ 2,847	101.7
Leases	\$ 73,271	\$ 45,833	\$ (27,438)	(59.9)
Total operating expenses	\$ 1,102,652	\$ 2,295,979	\$ 1,193,327	52.0
Depreciation and Amortization ⁽³⁾	\$ 387,059	\$ -	\$ (387,059)	N/A
Operating income (loss)	\$ 4,321,955	\$ 2,554,674	\$ 1,767,281	69.2
Nonoperating revenues (expenses):				
Reimbursement from Other Agencies	\$ 9,339	\$ -	\$ 9,339	N/A
Interest Income	\$ 1,151,177	\$ 636,630	\$ 514,547	80.8
Interest Expense	\$ (143,315)	\$ -	\$ (143,315)	N/A
Other	\$ -	\$ -	\$ -	N/A
Total nonoperating revenues (expenses)	\$ 1,017,200	\$ 636,630	\$ 380,570	(59.8)
Transfers In	\$ -	\$ -	\$ -	N/A
Transfers Out ⁽⁴⁾	\$ 8,072,539	\$ -	\$ 8,072,539	N/A
Net income (loss)	\$ 13,411,694	\$ 3,191,304	\$ 10,220,390	320.3

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

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

³Depreciation and amortization are not budgeted items.

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

OPERATIONS OVERVIEW RCTC

TRAFFIC AND REVENUE STATISTICS FOR RCTC

The total traffic volume on the 91 EL for July 2024 was 1,741,762. This represents a daily average of 56,186 vehicles. This is a 14.7 percent increase in gross trips from the same period last year, which totaled 1,518,311. Potential toll revenue for July was \$8,947,456, which represents an increase of 35.7 percent from the prior year's total of \$6,594,831. The carpool percentage for July was 25.7 percent as compared to the previous year's rate of 26.1 percent.

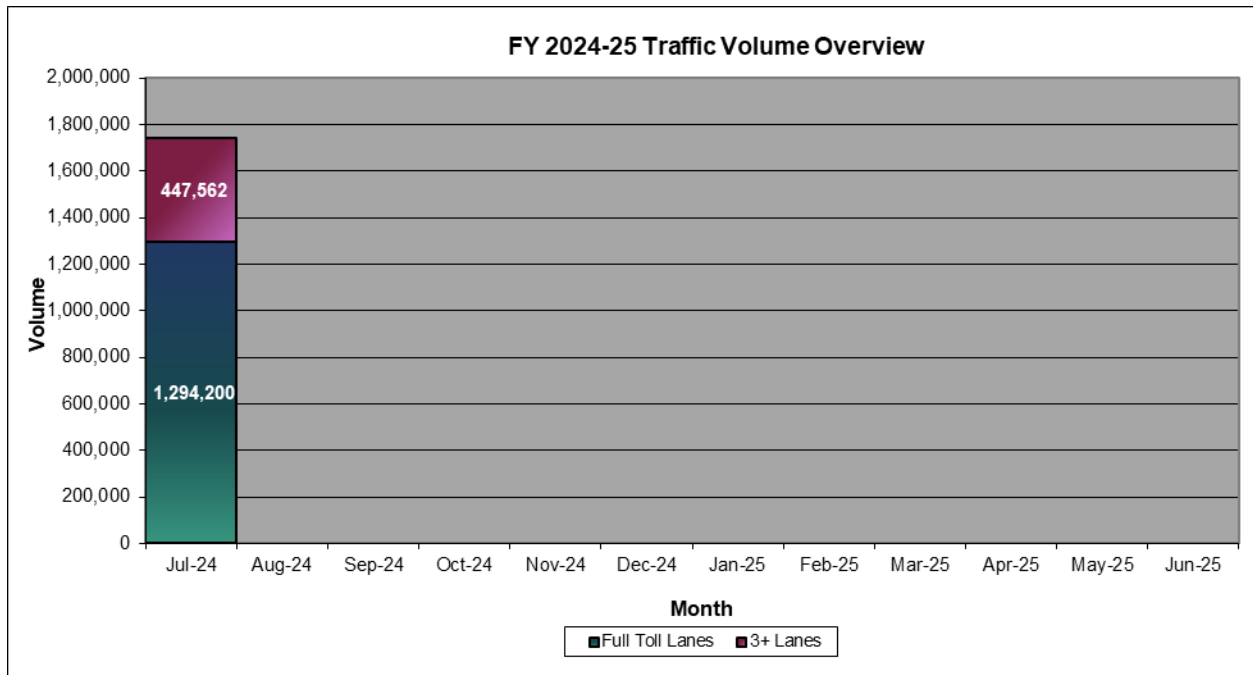
MTD traffic and revenue data is summarized in the table below. The following trip and revenue statistics tables represent all trips taken on the Riverside County Transportation Commission (RCTC) 91 EL which includes the Express Lanes Connectors (ELC) and associated potential revenue for the month of July 2024.

Current MTD as of July 31, 2024

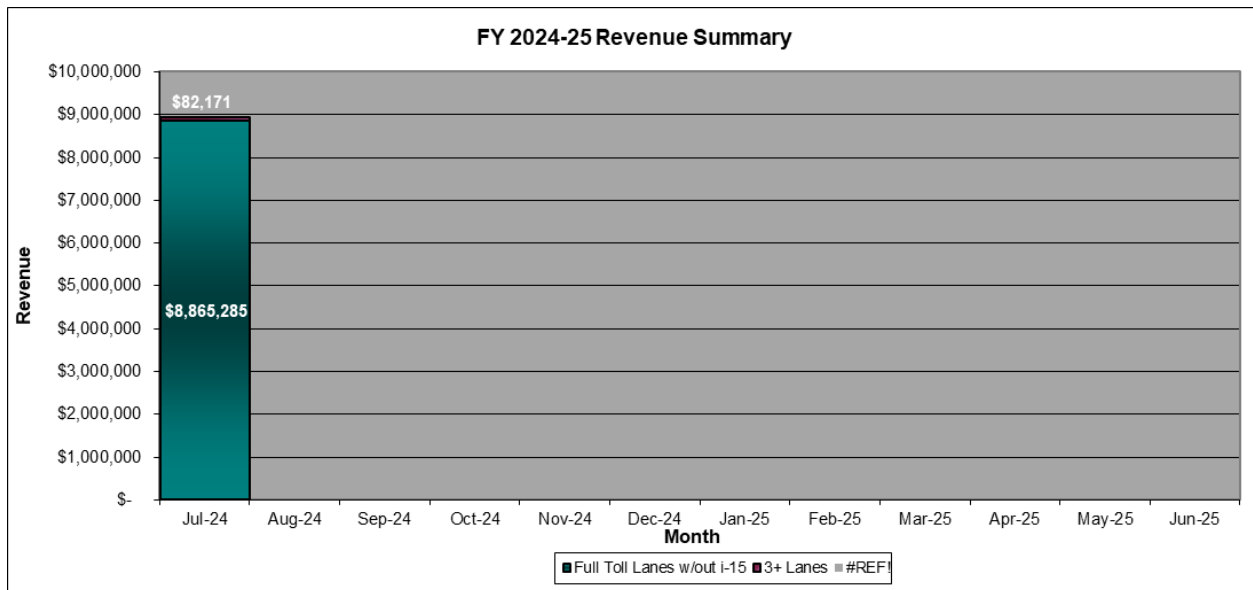
Trips	JUL-24 MTD Actual	Stantec MTD Projected	# Variance	% Variance	JUL-23 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,294,200	965,286	328,914	34.1%	1,121,459	15.4%
3+ Lanes	447,562	367,000	80,562	22.0%	396,852	12.8%
Total Gross Trips	1,741,762	1,332,286	409,476	30.7%	1,518,311	14.7%
Revenue						
Full Toll Lanes	\$8,865,285	\$4,478,143	\$4,387,142	98.0%	\$6,532,702	35.7%
3+ Lanes	\$82,171	\$0	\$82,171		\$62,129	32.3%
Total Gross Revenue	\$8,947,456	\$4,478,143	\$4,469,313	99.8%	\$6,594,831	35.7%
Average Revenue per Trip						
Average Full Toll Lanes	\$6.85	\$4.64	\$2.21	47.6%	\$5.83	17.5%
Average 3+ Lanes	\$0.18	\$0.00	\$0.18		\$0.16	12.5%
Average Gross Revenue	\$5.14	\$3.36	\$1.78	53.0%	\$4.34	18.4%

RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2024-25 on a monthly basis.



The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2024-25 on a monthly basis.



RCTC PEAK-HOUR VOLUMES

On November 20, 2023, the RCTC 91 EL transitioned to dynamic pricing, which adjusts toll rates based on traffic volumes to maintain free-flowing trips in accordance with RCTC's 91 Express Lanes Toll Policy and Toll Schedule. The dynamic pricing is being closely monitored.

RCTC OPERATIONAL HIGHLIGHTS

On-Road Operations

RCTC Freeway Service Patrol responded to 139 calls during the month of July. Of those calls, 109 were to assist disabled vehicles, 17 calls to remove debris, and 13 were in response to accidents that affected the 91 EL.

FINANCIAL HIGHLIGHTS RCTC

RCTC 91 Express Lanes Operating Statement

Description	YTD as of :		YTD Variance	
	Actual ¹	Budget	Dollar \$	Percent (%)
Operating revenues:				
Toll Revenue	\$ 7,944,141.26	\$ 6,104,666.67	\$ 1,839,474.59	30.1
Fee Revenue	673,317.88	619,833.33	53,484.55	8.6
Total operating revenues	8,617,459.14	6,724,500.00	1,892,959.14	28.2
Operating expenses:				
Salaries and Benefits	67,827.64	106,133.33	38,305.69	36.1
Legal Services	-	7,500.00	7,500.00	100.0
Advisory Services	16,429.71	6,833.33	(9,596.38)	(140.4)
Audit and Accounting Fees	-	3,250.00	3,250.00	100.0
Service Fees	(64.00) ²	1,750.00	1,814.00	103.7
Other Professional Services	28,266.33	82,075.00	53,808.67	65.6
Lease Expense	-	29,483.33	29,483.33	100.0
Operations	43,411.68	459,500.00	416,088.32	90.6
Utilities	(9,255.73) ²	9,466.67	18,722.40	197.8
Supplies and Materials	-	416.67	416.67	100.0
Membership and Subscription Fees	-	3,416.67	3,416.67	100.0
Office Equipment & Furniture (Non-Capital)	(11,497.00) ²	6,250.00	17,747.00	284.0
Maintenance/Repairs	(31,659.00) ²	40,400.00	72,059.00	178.4
Training Seminars and Conferences	-	666.67	666.67	100.0
Transportation Expenses	-	750.00	750.00	100.0
Lodging	-	458.33	458.33	100.0
Meals	-	291.67	291.67	100.0
Other Staff Expenses	-	41.67	41.67	100.0
Advertising	-	8,333.33	8,333.33	100.0
Program Management	-	7,733.33	7,733.33	100.0
Program Operations	(1,109,375.82) ²	907,200.00	2,016,575.82	222.3
Litigation Settlement	-	416.67	416.67	100.0
Furniture & Equipment	-	27,666.67	27,666.67	100.0
Improvements	-	166.67	166.67	100.0
Bad Debt Expense	106.85	10,416.67	10,309.82	99.0
Total operating expenses	(1,005,809.34)	1,720,616.67	2,726,426.01	158.5
Operating income (loss)	9,623,268.48	5,003,883.33	4,619,385.15	92.3
Nonoperating revenues (expenses):				
Interest Revenue	1,282,330.10	283,300.00	999,030.10	(352.6)
Other Miscellaneous Revenue	21.55	-	21.55	N/A
Principal Expense	-	-	-	N/A
Interest Expense	-	(1,850,083.33)	1,850,083.33	(100.0)
Total nonoperating revenues (expenses)	1,282,351.65	(1,566,783.33)	2,849,134.98	181.8
Transfers In	-	-	-	N/A
Transfers Out	-	(222,850.00)	222,850.00	(100.0)
Net income (loss)	\$ 10,905,620.13	\$ 3,214,250.00	\$ 7,691,370.13	239.3

¹ Unaudited

² Negatives are the result of FY2023/24 accruals



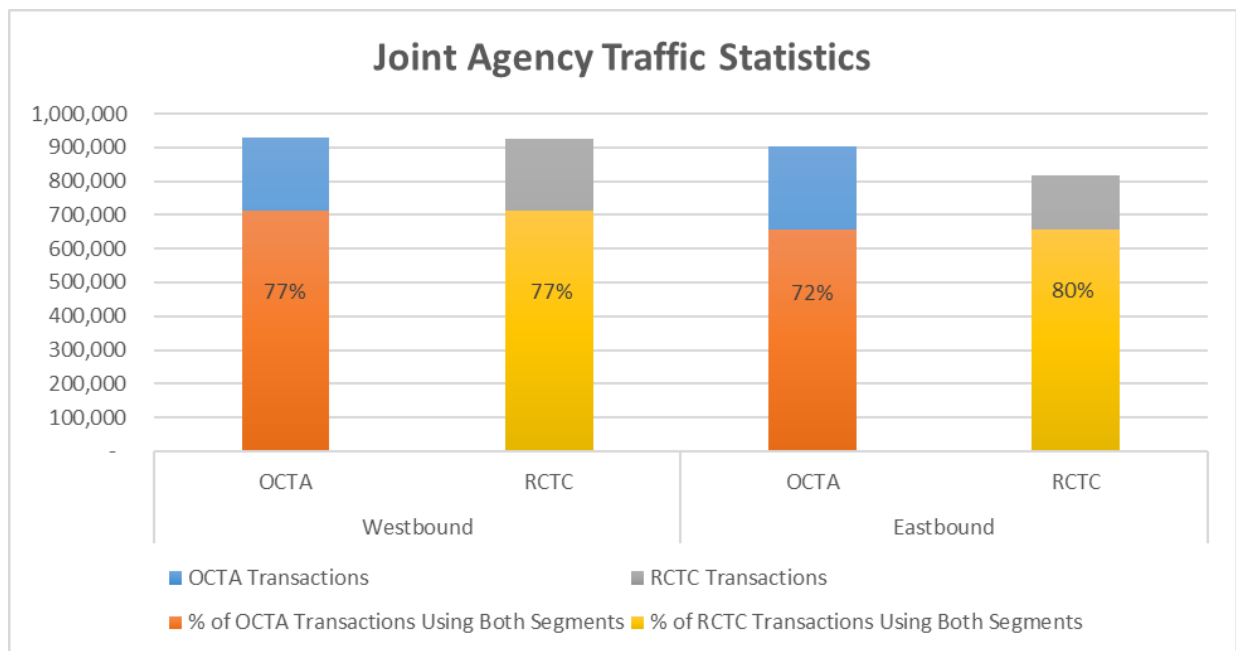
JOINT AGENCY TRIP AND REVENUE STATISTICS

MULTI AGENCY TRIP AND REVENUE STATISTICS

MONTH ENDING **July 31, 2024**

MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	927,713	711,271	77%	\$2,666,435
RCTC	925,335	711,271	77%	\$5,602,569
Eastbound				
OCTA	904,561	655,221	72%	\$3,078,523
RCTC	816,427	655,221	80%	\$3,344,888

JOINT AGENCY TRAFFIC STATISTICS



JOINT AGENCY PERFORMANCE MEASURES

REPORTING REQUIREMENT	REPORTING PERIOD	PERFORMANCE STANDARD	JULY 2024 PERFORMANCE
Customer Service			
Service Level /Speed of Answer	Monthly	80% answered within 60 seconds	54% answered within 60 seconds
Abandon Percentage	Monthly	4% <	5%
Customer Satisfaction Score	Monthly	4.5 =>	4.86
First Contact Resolution	Monthly	85% of calls resolved on the first contact	95%
Timeliness of Case Resolution			
	Monthly	90% of cases resolved in one (1) business day	97%
	Monthly	98% of cases resolved within five (5) business days	99%
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 processed within five (5) 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 completely and accurately issued within five (5) business days	100%

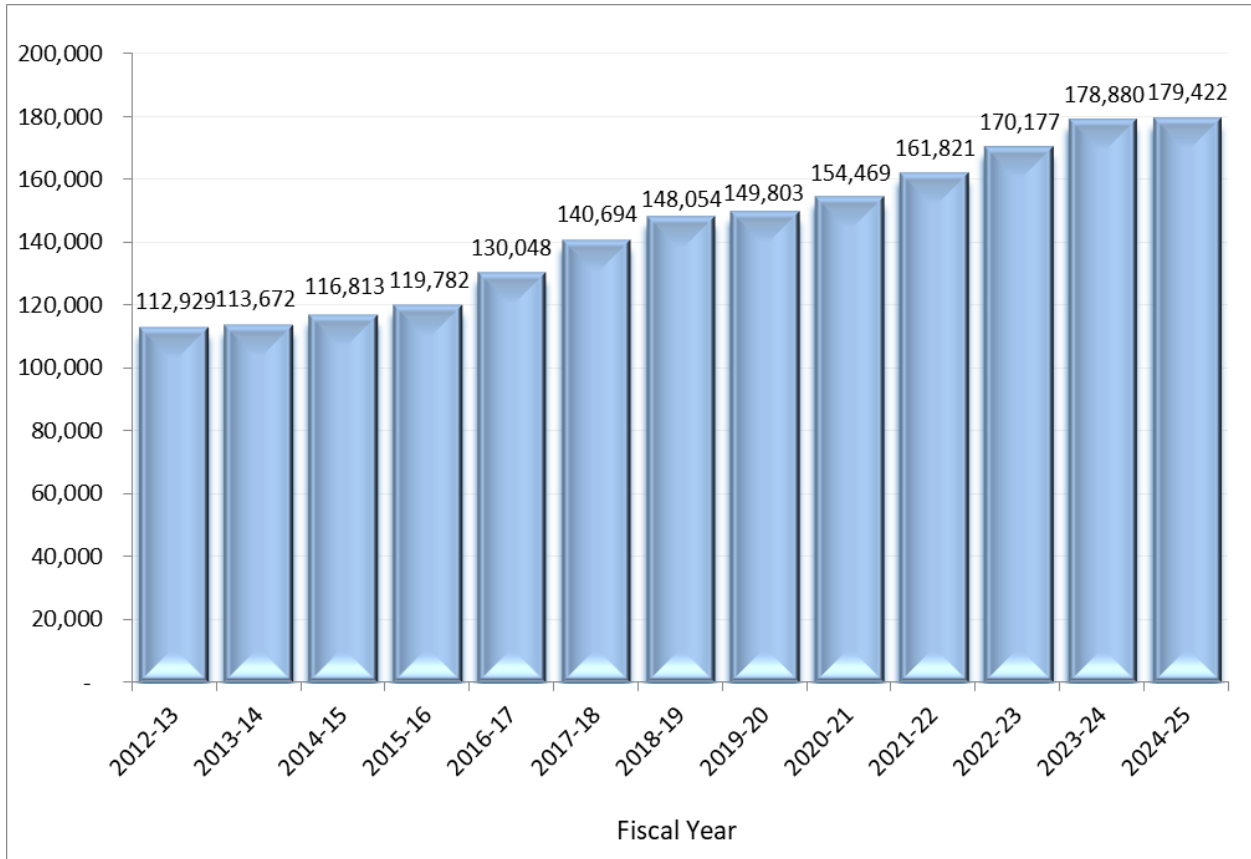
Key Performance Indicators for the service level/speed of answer and abandon percentage were not met due to continuing technical issues that caused a handful of the representatives to be unavailable to take customer calls, and there was attrition that affected the available call center representatives. The contractor is addressing the technical issues, and they are continuing to recruit additional staff members to meet the call center demands.

JOINT AGENCY TRANSPONDER DISTRIBUTION

6C TRANSPONDER DISTRIBUTION	July -24		June 24		FY 2024-25	
	Tags	% of Total	Tags	% of Total	Average To-Date	
Issued						
To New Accounts	1,671	25%	1,800	20%	1,671	25%
Additional Tags to Existing Accounts	4,760	72%	6,865	78%	4,760	72%
Replacement Transponders	170	3%	193	2%	170	3%
Total Issued	6,601		8,858		6,601	

At the end of July 2024, the 91 EL had 179,422 active customer accounts and 720,861 transponders classified as assigned.

**Number of Accounts by FY
As of July 31, 2024**



AGENDA ITEM 6G

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Toll Policy and Operations Committee Andrew Hedy, Toll Systems Engineer Jennifer Crosson, Toll Operations Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	On-Call Pavement Maintenance Services for the Express Lanes Facilities

TOLL POLICY AND OPERATIONS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 24-31-089-00 to Granite Construction Company for the on-call pavement maintenance services for the Express Lanes Facilities for a six-year term in the amount of \$5,300,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

BACKGROUND INFORMATION:

The 91 Express Lanes, constructed in 2017, were built on pavement with a service life ending in 2030. The financial plan for the 91 Express Lanes includes the cost for a complete replacement of the 91 Express Lanes pavement in 2030. The heavy rains over the past few years, construction of the 15/91 Express Lanes Connector, construction of the 71/91 connector and other projects in the area have shortened the pavement life in some sections of the 91 Express Lanes requiring replacement sooner than the planned 2030 timeframe.

The 2030 full pavement replacement project planning is underway, but the Express Lanes require pavement maintenance until that time to provide safe travel for Express Lanes customers. The Commission contracts with Caltrans for maintenance of the Express Lanes, but Caltrans has indicated that they do not have the resources to perform the slab replacements. Caltrans has been performing temporary pavement repairs on the 91 Express Lanes in increasing occurrences. Under the Commission’s Express Lanes maintenance contract with Caltrans, two full-time positions are being funded to allow for daily monitoring of the 91 Express Lanes pavement and rapid response for repairs.

The 15 Express Lanes were built with new pavement and asphalt and in contrast to the 91 Express Lanes are requiring much less pavement repair and maintenance.

At its July 2024 meeting, the Commission awarded a contract with Kimley Horn and Associates (Kimley Horn) to perform a comprehensive pavement analysis. At that time, staff reported that a pavement maintenance contractor will be required to perform the actual slab replacements.

DISCUSSION:

The pavement analysis contract with Kimley Horn is intended to support the Commission’s Express Lanes comprehensive pavement maintenance and repair program. Kimley Horn is scoped to perform biennial pavement surveys beginning in 2024. The 2024 pavement analysis for the 91 Express Lanes and 15 Express Lanes is underway. The analysis will identify sections of the roadway that require repair and rehabilitation and will serve as the basis for planning and budgeting and scheduling the necessary pavement replacement and repairs.

In order to perform pavement repair and replacement beyond those which Caltrans can provide under their maintenance contract, it is necessary for the Commission to contract with a firm that can provide those services. Staff with the assistance of our consultant, HNTB, prepared a scope of work ranging from small pavement repair to the replacement of entire slabs in a manner consistent with the Caltrans Construction Manual. The scope of work is comprehensive in that it includes the removal of existing pavement, maintenance of traffic, replacing channelizers and striping and coordination with Caltrans and the Commission. The scope of work includes work windows for performing the work in off peak traffic hours to minimize the disruption to the Express Lanes operation.

Upon receipt of the pavement analysis, staff will issue a task to the awarded pavement contractor for evaluation. Based on previous analysis of the pavement and analysis from Caltrans Maintenance, the projected pavement cost is anticipated to be greater in the first year of the contract. Preliminary evaluations indicated that approximately 128 slabs on the 91 Express Lanes require near term replacement. The Express Lanes pavement repair and replacement budget reflects a reduced budget in the later years of the contract in anticipation of the 2030 full pavement replacement. These amounts have been included in the Express Lanes Repair and Rehabilitation budget for which funds have been reserved according to our bond indentures. As a result, the funds have been set aside for this work.

Projected Pavement Budget	
2024-25	\$ 1,500,000
2025-26	\$ 1,000,000
2026-27	\$ 1,000,000
2027-28	\$ 500,000
2028-29	\$ 800,000
2029-30	\$ 500,000
Total	\$ 5,300,000

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm, personnel, and the ability to respond to the Commission’s needs for on-call pavement maintenance services for the express lanes facilities as set forth under the terms of the Request for Proposals (RFP) No. 24-31-089-00.

RFP No. 24-31-089-00 for on-call pavement maintenance services for the express lanes facilities was released by staff on June 20, 2024. The RFP was posted on the Commission’s PlanetBids website, which is accessible through the Commission’s website. Through the PlanetBids site, 27 firms downloaded the RFP; seven of these firms are located in Riverside County. A pre-proposal conference was held on June 27, 2024, and attended by one firm. Staff responded to all questions submitted by potential proposers prior to the July 11, 2024, clarification date. One firm – Granite Construction Company (Ontario, CA) – submitted a proposal prior to the 2:00 p.m. submittal deadline on July 25, 2024. Utilizing the evaluation criteria set forth in the RFP, the proposal was evaluated and scored by an evaluation committee comprised of Commission staff.

Since staff received one proposal, it reviewed the solicitation specifications for undue restrictiveness and surveyed potential sources that chose not to submit a proposal. Reasons for not submitting a proposal included lacking personnel to complete the work, and insufficient time to submit a proposal by the proposal deadline due to their current workload. Staff concluded that the requirements listed in the scope of work and other terms and conditions were not unnecessarily or excessively restrictive, an adequate opportunity to compete was provided, and factors other than the solicitation were responsible for the receipt of one proposal.

As a result of the evaluation committee’s assessment of the written proposals, the evaluation committee recommends contract award to Granite Construction Company to perform the pavement maintenance services for a six-year term, in the amount not to exceed \$5,300,000, as this firm was determined qualified to perform the work outline in the scope of service. Contingency work, which will be subject to Executive Director or designee approval, includes additional service needs.

The total price is presented in the following table.

Firm	Price
Granite Construction Company	\$5,300,000

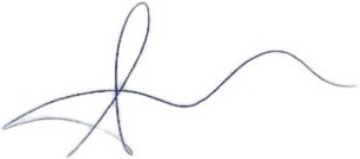
The Commission’s model professional services agreement will be entered into with Granite Construction Company subject to any changes approved by the Executive Director, and pursuant to legal counsel review. Staff oversight of the contract will maximize the effectiveness of the firm and minimize costs to the Commission.

STAFF RECOMMENDATION:

Pavement maintenance is an important part of the Express Lanes on-going maintenance program. Staff recommends the award of Agreement No. 24-31-089-00 to Granite Construction Company for the on-call pavement maintenance services for the express lanes facilities for a six-year term in the amount not to exceed of \$5,300,000.

FISCAL IMPACT:

The Fiscal Year 2024/25 budget includes the required amount for on-call pavement maintenance services for the Express Lanes Facilities for the first year. The funding source is both Interstate 15 and State Route 91 toll revenue.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26+	Amount:	\$1,500,000 \$3,800,000
Source of Funds:	91 and 15 Toll Revenues			Budget Adjustment:	N/A
GL/Project Accounting No.:	009103 81301 00000 0000 591 31 81301 \$4,800,000 001503 81301 00000 0000 515 31 81301 \$500,000				
Fiscal Procedures Approved:				Date:	10/14/2024

Attachment: Draft Agreement No. 24-31-089-00 with Granite Construction Company

<i>Approved by the Toll Policy and Operations Committee on October 21, 2024</i>					
In Favor:	4	Abstain:	0	No:	0

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

**CONTRACT FOR ON-CALL
PAVEMENT MAINTENANCE WORK ON 15 EXPRESS LANES AND 91 EXPRESS
LANES IN RIVERSIDE COUNTY**

1. Parties and Date.

This Contract is made and entered into this ____ day of _____, 2024 by and between the Riverside County Transportation Commission, a public agency of the State of California (“Commission”) and Granite Construction Company (“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 services, on an on-call basis, as 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 pavement maintenance work and related work identified in the attached Exhibit “A” 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: California General Building Contractor License A.

2.3 Project. Commission desires to engage Contractor to render such services for Pavement Maintenance Work on the 15 Express Lanes and 91 Express lanes in Riverside County (“Express Lanes”) on an on-call basis. Work shall be ordered by task order(s) to be issued, agreed upon and authorized pursuant to this Agreement (“Task Order”) for future projects as set forth herein and in each Task Order (each such project shall be designated a “Project” under this Agreement).

2.4 Project Documents & Certifications. Contractor shall obtain and deliver, prior to commencing work on any Task Order, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

TERMS

3. Contract Documents; Scope of Work

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 (“Contract Documents”):

- Scope of Work (Exhibit “A”)
- Compensation Rates (Exhibit “B”)
- Payment Bond (Exhibit “D”)
- Addenda
- Change Orders executed by the Commission
- Current version of Caltrans Standard Specifications, and Revised Standard Specifications (Excluding Division 1) and all other Caltrans Manuals as identified in Exhibit “A”
- Current version Manual for Uniform Traffic Control Devices (MUTCD) California edition

In the case of any conflict between or amongst portions of the Contract Documents, this Contract shall govern over the attached exhibits and incorporated standards and manuals. Notwithstanding the foregoing, in the case of any conflict in the Contract Documents, the most stringent requirement shall apply unless otherwise agreed upon in writing by the Commission.

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 described in each Task Order (hereinafter sometimes referred to as the “Work”) for a Total Task Order Price as specified in the relevant Task Order.

3.2.1 The Scope of Work attached as Exhibit “A” generally describes the pavement maintenance work and other related work that may be required under this Contract. The Work shall be more specifically described in each Task Order. No Work shall be performed unless authorized by a Task Order. All Work shall be subject to, and performed in accordance with, this Contract, the relevant Task Order, the above referenced documents, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

4. Task Orders; Commencement of Work. Work under this Contract shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Contractor’s Task Order proposal, Commission shall issue a purchase order or executed task order for the Work (“Commission’s Task Order Authorization”). Contractor’s agreement to the final terms of a proposed Task Order, Commission’s Task Order Authorization and Contractor’s commencement of the Work shall indicate the Parties’ agreement to the terms of the relevant Task Order.

Contractor shall commence Work under a Task Order within five (5) days of receiving Commission's Task Order Authorization, unless otherwise specified in the Task Order or Notice to Proceed.

5. Change Orders. Changes to the Task Order Time (as defined in Section 6) or Total Task Order Price of any Task Order shall be in the form of a written Change Order, either signed by both Parties or issued unilaterally by the Commission. No adjustment shall be made to the Task Order Time set forth in a Task Order unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Task Order Time or the Total Task Order Price established in a Task Order. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the Commission for the purpose of determining the additional costs or the impact of any delay. If the change involves Work proposed at a unit price, then the Total Task Order Price shall be increased at the unit price. If there is no unit price, then the Total Task Order Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of not to exceed fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

5.1.1 Changes Ordered By Commission. Commission may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Task Order Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

5.1.2 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Task Order Time or the Task Order Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

6. Period of Performance. Contractor shall perform and complete all Work under each Task Order Contract within the timeframe set forth under the Task Order beginning the effective date of the Notice to Proceed for the relevant Task Order ("Task Order Time").

Contractor shall perform its Work in strict accordance with any completion schedule, work schedule or project milestones developed by the Commission for a Task Order.

6.1 Contractor agrees that if such Work is not completed within the Task Order Time and/or pursuant to any such completion schedule, work schedule or project milestones developed for a Task Order, it is understood, acknowledged and agreed that the Commission will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Commission as fixed and liquidated damages the sum set forth in the relevant Task Order per day for each and every calendar day of delay beyond the Task Order Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the relevant Task Order.

6.2 In addition to the above, Work within the Express Lanes will require a closure of the Express Lanes and submission of a closure request form. Late reopening of the Express Lanes or Work that is not within an approved closure window shall be subject to late reopening charges. The requirements for submission of the closure request form, and the amounts and timing for assessment of late reopening charges are further detailed in Exhibit "A" to this Agreement.

7. 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.

7.1 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.

8. 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.

9. Compensation and Payment.

9.1.1 Amount of Compensation. The total amount payable by Commission for each Task Order shall be set forth in the relevant Task Order ("Task Order Price"), and shall be subject to adjustment only pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Commission. A breakdown of the Total Task Order Price shall be attached to each Task Order. As applicable, the compensation rates attached to this Contract as Exhibit "B" shall be the basis for negotiation of each Task Order.

9.1.2 Payment of Compensation. If the Work under a Task Order is scheduled for completion in thirty (30) or less calendar days, Commission will arrange for payment of the Total Task Order 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 or a format acceptable to 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 allowable expenses involved in order to provide a basis for determining the amount of progress payments.

9.1.3 Prompt Payment. Commission shall review and pay all progress payment requests within forty five (45) days of receipt of an approved invoice. 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.

9.1.4 Other Retentions. The Commission may deduct from each progress payment an amount necessary to protect Commission from loss because of: (1) 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; (2) defective Work not remedied; (3) stop notices as allowed by state law; (4) unsatisfactory prosecution of the Work by Contractor; (5) unauthorized deviations from the Contract; (6) 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; (7) erroneous or false estimates by Contractor of the value of the Work performed; (8) any sums representing expenses, losses, or damages as determined by the Commission, incurred by the Commission for which Contractor is liable under the Contract; (9) reasonable doubt that the Work can be completed for the unpaid balance of the Total Task Order Price; (10) 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.

9.1.5 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.

9.1.6 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.

10. 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. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlse/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the offices of the Commission. 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.

10.1 Apprenticeable Crafts. 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.

10.2 Hours of Work. 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.

10.3 Payroll Records. 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.

10.4 Contractor and Subcontractor Registration. 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. 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.

10.5 Labor Compliance; Stop Orders. 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.

11. Performance of Work; Jobsite Obligations.

11.1 Water Quality Management and Compliance.

11.1.1 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.

11.1.2 Compliance with the Statewide Construction General Permit. To the extent applicable, 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 work 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 work 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.

11.1.3 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.

11.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during progress 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.

11.1.5 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.

11.1.6 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.

11.1.7 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.

11.2 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.

11.3 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.

11.4 Permits and Licenses. Contractor shall be responsible for securing any permits and licenses necessary to perform the Work described herein, and not provided by Commission, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

11.5 Trenching Work. If the Contract value 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.

11.6 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.

11.7 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). Contractor shall specifically be aware of the CARB limits and requirements' 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.

Contractor shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' Fleet including, without limitation, the Certificate(s) of Reported Compliance (CRCs), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to

produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the Commission.

Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Commission, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

11.7.1 Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, 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); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Regional Water Quality Control Board; the Commission's 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.

11.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Commission to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Commission, its officials, officers, agents, employees or authorized volunteers.

11.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. 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 this Section as they may relate to the Services provided under this Agreement. Upon request, Commission will provide Contractor with a list of training programs that meet the requirements of this paragraph.

11.8 Completion of Work. When Contractor determines that it has completed the Work required under a Task Order, 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 remaining sums to be paid under the applicable Task Order, 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.

12. Claims; Government Code Claim Compliance.

12.1 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 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 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.

12.2 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.

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

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

12.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other
- (F) Chronology of events and correspondence
- (G) Analysis of claim merit
- (H) Analysis of claim cost
- (I) Time impact analysis in CPM format

12.3.3 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, if any, 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.

12.3.4 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.*

12.4 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.

12.4.1 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.

12.4.2 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.

12.4.3 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.

12.5 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.

12.6 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.

12.6.1 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.

12.6.2 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.

12.6.3 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.

12.6.4 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.

12.7 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.

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

12.8.1 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.

12.8.2 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.

12.8.3 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.

12.9 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.

12.10 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.

12.11 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 under a Task Order, 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.

13. Indemnification and Insurance; Payment and Performance Bonds.

13.1 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 Work, the Project or this Contract, 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.

13.2 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.

13.3 Insurance.

13.3.1 Time for Compliance. Contractor shall not commence Work under any Task Order 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.

13.3.2 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:

13.3.2.1 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.

13.3.2.2 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.

13.3.3 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:

13.3.3.1 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.

13.3.3.2 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.

13.3.3.3 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.

13.3.3.4 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.

13.3.4 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.

13.3.5 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.

13.3.6 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.

13.3.7 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.

13.3.8 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.

13.3.9 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.

13.4 Bond Requirements.

13.4.1 Payment Bond. Contractor shall execute and provide to Commission a Payment Bond in an amount required by the Commission and in a form provided or approved by the Commission for each Task Order. No payment will be made to Contractor until the bond has been received and approved by the Commission.

13.4.2 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. If the Task Order 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.

13.4.3 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.

14. Warranty. Contractor warrants all Work under a Task Order (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 reinstatement 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.

15. Employee/Labor Certifications.

15.1 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 "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

15.2 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.

15.3 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.

16. General Provisions.

16.1 Commission's Representative. The Commission hereby designates the Executive Director, or his or her designee, to act as its representative for the performance of this 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.

16.2 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 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.

16.3 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.

16.4 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.

16.5 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

16.6 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:

Granite Construction Company
3281 E. Guasti, Ste. 550
Ontario, CA 91764
Attn: Joseph P. Richardson

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.

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

16.8 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.

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

16.10 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.

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

16.12 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Contract 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 Contract for all purposes. This Contract may be signed using an electronic signature.

16.13 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.

16.14 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.

16.15 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.

16.16 Certification of License.

16.16.1 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.

16.16.2 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.

16.17 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.

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

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

[Signatures on following page]

DRAFT

Signature Page

to

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

**CONTRACT FOR ON-CALL
PAVEMENT MAINTENANCE WORK ON 15 EXPRESS LANES AND 91 EXPRESS
LANES**

IN RIVERSIDE COUNTY

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

GRANITE CONSTRUCTION COMPANY

By: _____
Aaron Hake
Executive Director

By: _____
Its: _____
Printed Name:

Contractor License Number: 89

APPROVED AS TO FORM:

By: _____
General Counsel

EXHIBIT "A"

SCOPE OF PAVEMENT MAINTENANCE WORK

[attached behind this page]

DRAFT

STATEMENT OF WORK AND REQUIREMENTS

Pavement Maintenance Procurement for the 15 Express Lanes and 91 Express Lanes

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1 Glossary

Term	Definition
15 Express Lanes	The 15 Express Lanes are designated toll lanes on Interstate 15 (I-15) that are physically separated from general traffic lanes by barriers or markings. These lanes operate in the median of I-15, covering an approximate 15-mile segment between State Route (SR) 60 in the north and Cajalco Road in the south. The Commission owns and operates these lanes.
91 Express Lanes	The 91 Express Lanes are designated toll lanes running along State Route (SR) 91 that are physically separated from the main traffic arteries by barriers or markings. The Commission owns and operates the 8-mile stretch of lanes between the Orange County / Riverside County line in the west and ending approximately a mile past I-15 in the east.
AC	Asphalt Concrete
Acceptance	Acceptance is the formal approval process conducted by the Commission within a sixty (60) day verification period following completion of each Task Order. It involves inspection, verification of closeout items, a walkthrough of completed work, and review of all related documents prepared by the Proposer.
Accident/Illness Prevention Plan	Document outlining safety measures to minimize risks and ensure a safe working environment on work sites.
Air Quality Management District (AQMD)	Governmental agency responsible for monitoring and regulating air pollution in a specific area to protect public health and the environment.
Automated Pavement Condition Survey (APCS)	A systematic assessment of the condition of road surfaces and pavements. The assessment is conducted utilizing instruments such as lasers, cameras, and sensors mounted on vehicles or drones to collect data on various pavement distresses, including cracks, potholes, rutting, and surface roughness.
California Standard Plans	Set of standardized design and construction drawings developed by Caltrans for transportation infrastructure projects.
California Standard Specifications	Guidelines set by Caltrans for the design, construction, and maintenance of transportation projects.
Caltrans	California Department of Transportation
Caltrans Construction Manual	A comprehensive document that provides guidance, procedures, and specifications for construction activities on transportation infrastructure projects in California.

Term	Definition
Change Order	Document used to modify the original scope of work, Schedules, or contract terms. It outlines any changes to the project's specifications, materials, costs, or timelines that were not initially included in the original agreement.
Commission	Riverside County Transportation Commission
Consultants	HNTB is the consultant hired by the Riverside County Transportation Commission (the Commission) to provide engineering and construction management support services.
COZEEP	Construction Zone Enhanced Enforcement Program
DMS	Document Management System
Force Account	Contractual arrangement where the Proposer is reimbursed for actual costs, plus overhead, for additional work not covered by the original scope of work.
Fugro Consultants	Consultant contracted by the Commission to perform the initial automated condition distress survey on the 91 Express Lanes in 2023.
JPCP	Jointed Plane Concrete Pavement
Nondestructive Deflection Testing (NDT)	A pavement testing method that assesses the strength and stability of structures without causing damage. It involves applying a load and measuring the resulting deflection. Techniques like falling weight deflectometer and dynamic cone penetrometer are commonly used. This method provides insights into the structure's condition, aiding in maintenance decisions.
Notice to Proceed (NTP)	Formal document that the Commission issues to the Proposer, authorizing them to begin work on a project.
Notice of Termination	Formal document issued to the Proposer, indicating the Commission's intent to terminate the contract.
Pavement Management Report(s) (PMR[s])	Document(s) provided by the Commission detailing the analysis of the condition and performance of the pavement along the 15 and 91 Express Lanes.
Pavement Management Plan(s) (PMP[s])	Document provided by the Commission detailing the recommended pavement management strategies for the 15 and 91 Express Lanes. The PMP includes the prioritization of maintenance activities.
Price Form	Document provided by the Proposer outlining the expenses for a

Term	Definition
	Task Order.
Progress Report	Report prepared by the Proposer detailing the progress of the project. The report includes a written narrative and an updated bar-chart format of Schedules.
Project	The total work set forth in this Statement of Work and Requirements. This encompasses the pavement maintenance of the 15 and 91 Express Lanes and accompanying deliverables.
Proposer	An entity that has submitted a Proposal on this RFP (Request for Proposals).
PS&E	Plans, Specifications, and Estimates.
Resident Engineer	The Commission personnel overseeing the construction of project. The Resident Engineer may be a consultant supporting the Commission.
Restoration	The process of returning the work site to its original state, including replacing any infrastructure removed during construction or any maintenance activities to ensure the site's condition resembles its pre-construction state. Restoration includes any necessary upgrades or improvements as per project specification and regulations.
RFP	Request for Proposals
Rubber Hot Mix Asphalt (RHMA)	An asphalt concrete mixture that includes recycled tire rubber as an additive. RHMA improves pavement flexibility, durability, and resistance to cracking. It's widely used in road construction for sustainable and enhanced performance.
Quality Assurance Plan (QAP)	A document defining methodologies, standards, criteria, activities, tools, and resources for managing work products. The plan addresses early project activities, quality assurance, and review procedures.
Quality Assurance Program Manual	Document developed by Caltrans that outlines the procedures, guidelines, and standards for ensuring the quality of transportation infrastructure projects.
Schedule(s)	Detailed schedules developed and maintained by the Proposer that outlines project tasks, milestones, and timelines. Schedules are subject to Approval by the Commission.
Task Order	Specific directive issued by the Commission to a Proposer outlining the scope of work, deliverables, timeline, and other relevant items

Term	Definition
	for a particular task within the scope of the Project.
Traffic Management Plan (TMP)	Document outlining strategies and procedure for managing traffic during construction and maintenance activities while minimizing disruptions. Document to be provided by the Commission.
Traffic Control Plan (TCP)	Document outlining process to regulate traffic flow and ensure safety during pavement rehabilitation work, while also minimizing disruptions. The Proposer shall provide this document.
Work Plan	Detailed action plan provided by the Proposer specifying steps, resources, and deadlines to achieve the objectives outline in a Task Order.
Water Pollution Control Program (WPCP)	Set of measures and protocols developed by Consultants or the Proposer to manage and mitigate water pollution throughout the execution of the Project.

2 Introduction

2.1 Background

The Riverside County Transportation Commission (Commission) intends to contract with an on-call “bench” of qualified professionals to perform pavement maintenance to the 15 Express Lanes and 91 Express Lanes. Task Orders will be issued in accordance with the terms of this Request for Proposals (RFP) and the Commission’s model agreement.

Descriptions for each express lane are as follows:

- 15 Express Lanes:
 - 15 Express Lanes operate in the median of I-15, covering an approximate 15-mile segment between Cajalco Road in the south and State Route 60 (SR 60) in the north.
 - The nearest post mile markers for the south and north ends of the 15 Express Lanes are 36 and 51, respectively.
 - Located within I-15, the 15 Express Lanes consist of one to three travel lanes in both northbound and southbound directions.
 - These lanes primarily feature Jointed Plain Concrete Pavement (JPCP) and are separated from the adjacent, general-purpose travel lanes by three-foot high plastic delineators, placed at 12-foot intervals within striped buffers that vary from 2 to 12 feet in width.
 - The travel lanes are generally 11 to 12 feet wide, covering a cumulative length of approximately 60 lane-miles. Shoulder widths vary from 2 to 10 feet in both directions.
 - The lane adjacent to the general-purpose lanes includes channelizers, which serve as a buffer between the express lanes and general-purpose lanes. The Commission maintains these channelizers.
- 91 Express Lanes:
 - The Commission-owned portion of the 91 Express Lanes operates in the median of SR 91, spanning an 8-mile stretch from the Orange County / Riverside County line in the west and ending approximately a mile past the I-15 in the east.
 - The nearest post mile markers for the west and east ends of the 91 Express Lanes are 1 and 7, respectively.
 - Located within SR 91, the 91 Express Lanes consist of one to four travel lanes in both eastbound and westbound directions.
 - The predominant pavement type is JPCP with portions of Asphalt Concrete (AC) pavement.
 - Similar to the 15 Express Lanes, these lanes are separated from the adjacent concrete pavement, general-purpose travel lanes by three-foot high, plastic delineators, placed at 12-foot intervals within striped buffers that range from 2 to 12 feet in width.

- The travel lanes are generally 11 to 12 feet wide, spanning a cumulative length of approximately 32 lane-miles. Shoulder widths range from 2 to 10 feet in both directions.
- The lane adjacent to the general-purpose lanes includes channelizers, which serve as a buffer between the express lanes and general-purpose lanes. The Commission maintains these channelizers.

Figure 1 below illustrates the limits of the 15 Express Lanes in Riverside County in orange. The limits of the 91 Express Lanes in both Orange County and Riverside County are shown in blue.

Figure 1 – Project Limits Map



2.2 Purpose and Objectives

The purpose of this Project is to improve the rideability and provide a safe drive for Express Lanes customers. The Commission is aware that the pavement on the 91 Express Lanes is nearing the end of its useful life. The Commission is currently undergoing a separate effort to prepare for a full pavement replacement around 2030. Despite its plans to replace the 91 Express Lanes pavement in 2030, the Commission is committed to the safety and driving experience of its customers and therefore is seeking Contractors to maintain the pavement until the full replacement is completed.

The primary objectives of this Project are to:

- a) Rehabilitate or replace the identified patches of pavement on the 15 and 91 Express Lanes.
- b) Enhance the durability and longevity of the 15 and 91 Express Lanes.
- c) Minimize disruptions to traffic flow during the construction period.
- d) Ensure compliance with all applicable safety and environmental regulations.

3 Project Description

3.1 Considerations

In a summary of their findings from an Automated Pavement Condition Survey (APCS) on the 91 Express Lanes performed in 2023, Fugro Consultants described the pavement distress types encountered in the lanes as follows: longitudinal cracks, traverse cracks, corner cracks, 3rd stage cracks and 1st stage divided cracks. Although recommendations were made for repairs, Fugro Consultants recommended further field verification of the findings from the survey. No survey work has yet been completed for the 15 Express Lanes.

Prior to pavement maintenance work commencing on the 15 and 91 Express Lanes, the Commission released an RFP in search of qualified professionals to conduct a pavement analysis of both express lanes. The contracted entity shall detail their findings in a Pavement Management Report (PMR) and provide their recommended approach towards repair in a Pavement Management Plan (PMP).

Proposers selected to participate in this on-call contract will be expected to use the findings from the distress survey, the PMR, and the PMP to complete the necessary work and meet the requirements set forth in this Statement of Work and Requirements. The Proposer will be expected to complete asphalt concrete maintenance and/or concrete replacement, depending on the results of the pavement analysis.

3.2 Task Orders

As the need arises, the Commission will issue Request for Task Order Proposals to the Proposers awarded a contract for the on-call bench pursuant to this RFP detailing the criteria that must be addressed in the Task Order Proposal. The Commission may modify a Request for Task Order Proposal prior to the specified submission deadline.

3.3 Pre-Task Order Award Expenses

The Commission shall not be liable for any expenses incurred prior to a Task Order being awarded. The on-call contract/agreement does not constitute contractor's right to request any reimbursement for the cost to prepare the proposal in response to RFP 24-31-089-00, for the cost of negotiating with the Commission in any matter related to the proposal, or for any other expenses incurred by contractor prior to the date of Task Order approval and Notice to Proceed.

4 Statement of Services

4.1 Duties and Responsibilities

4.1.1 Project Administration

- a) Proposer shall administer the Task Orders using Caltrans Construction Manual as a general guideline.
- b) Proposer shall conduct regular Project coordination meetings with the Commission and Caltrans, as appropriate. Proposer shall coordinate all lane closure needs with the Commission and Caltrans.
- c) Proposer shall maintain all Project correspondence, including transmittals and submittals. Project record keeping shall include, but is not limited to, daily field reports, correspondence, memoranda, contract documents, requests for information (RFIs), Change Orders, claims, Commission directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, schedule reviews and preparation of weekly working day statements, quantity calculations and/or documented field measurement/count and daily extra work reports that support progress payments. Proposer shall maintain a record of the names, addresses, email addresses, and telephone and fax numbers of the subcontractors and principal material suppliers.
- d) Proposer shall establish and maintain a filing system for each Task Order using the Caltrans Construction Manual as a guideline. Proposer will also maintain a hard copy of Project records.
- e) Proposer with an awarded Task Order shall prepare and submit weekly Active Work Status and Progress Reports and Monthly Reports for the Project to justify the percent of work completed for each invoice. The Monthly Report shall describe construction activity, traffic and site safety incidents; accomplishments and issues; the statuses of submittals, RFIs, and Change Orders; and the Task Order budget and schedule status against the approved baseline Schedule. Construction photos shall be submitted with each weekly and monthly report.

- f) Proposer shall review and ensure compliance with all federal, state, and local environmental laws and regulations.
- g) Proposer shall assure that the work complete under this contract meets all provisions of the Caltrans Quality Assurance Program Manual. Proposer shall prepare and submit a Project-specific Quality Assurance Plan (QAP) to the Commission for review and approval. The Proposer shall review the QAP quarterly and update it as necessary. All Proposer's Project personnel shall indicate their review of the QAP by signature.
- h) Proposer shall review certified payroll records and other labor compliance records and assure compliance with requirements specified in this Statement of Work and Requirements and subsequent Task Orders.
- i) Proposer shall be responsible for all toll charges. During closure, the tolling collection system is suspended.

4.1.2 Construction Coordination

- a) Proposer shall provide a minimum of one Project Manager to effectively manage the Project.
- b) The Proposer's Project Manager shall act as the prime point of contact between the Proposer, the Commission, and the materials inspector. Proposer may, when requested by the Commission, act as point of contact between design engineers and the public.
- c) Proposer shall maintain regular contact with the Commission.
- d) Proposer shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to the Commission. Should the Commission determine that changes are necessary, Proposer shall process and implement Change Orders in accordance with contract documents.
- e) Proposer shall provide all required monitoring, coordination, and tracking of active Task Order progress to ensure the Task Orders proceeds on schedule and according to the order of work in the plans and special provisions.
- f) Proposer shall coordinate the implementation of any changes with the Resident Engineer. All Change Orders shall be prepared using the Commission's format and procedures.
- g) Proposer shall coordinate all Project construction activities with other ongoing projects within and adjacent to the Project limits.

4.1.3 Construction Survey and Inspection

- a) Proposer shall perform and document daily on-site inspections of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, permits, all applicable laws, codes, and ordinances.
- b) Proposer shall exercise reasonable care and diligence to discover and promptly report to the Commission and the Resident Engineer any and all defects or deficiencies in the materials or workmanship used in the Project.

- c) Proposer personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications and Caltrans Standard Plans. Proposer personnel shall have the ability to read and interpret construction plans and specifications. Proposer personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA). In addition, Proposer personnel shall be familiar with the construction requirements of the Water Pollution Control Program (WPCP).
- d) Assignments to be performed by Proposer personnel shall include, but are not limited to, the following:
 - 1. Inspecting subgrade and paving, including checking alignment and grade; inspecting signage and striping work; ensuring compliance with the WPCP; inspecting temporary and permanent traffic barriers and devices; monitoring construction traffic control, detours, and any other duties required to determine that construction during the Project is being performed in accordance with the contract documents.
 - 2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3. Arranging testing in accordance with Caltrans highway materials testing and planting procedures. Arranging for necessary corrective work, as required. Providing comprehensive materials records including materials sources, inspection and test results, and documented compliance with specifications.
 - 4. Maintaining awareness of safety and health requirements. Monitoring compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - 5. Preparing complete and accurate daily reports, calculations, Project records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to support the actual cost of work performed under a Force Account.
 - 6. Preparing construction sketches, drawings, and cross-sections, as necessary.
 - 7. Keeping records of all deviations from the approved plans to assist the design engineer in preparing as-built plans. Providing final clearance dimensions from roadways to bridge soffits.
 - 8. Providing inspections for environmental compliance. Coordinating with third-party consultants or stakeholders for special monitoring or inspections and for disposal of hazardous material, if required.
 - 9. Maintaining awareness of water discharge requirements. Monitoring compliance with applicable regulations and construction contract provisions.
 - 10. Monitoring compliance with applicable regulations required by the Air Quality Management District (AQMD).
 - 11. Coordinating lane traffic closures with County and the Sheriff including, when necessary, the provision of California Highway Patrol (CHP) services for Construction Zone Enhanced Enforcement Program (COZEED) operations. Maintain records of COZEED participation to support the Commission's payment process for the CHP.
 - 12. Other duties as may be required or reasonably requested.

4.1.4 Project Support

- a) Materials Testing and Geotechnical Services – Proposer will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Material plant, laboratory, and field materials sampling and testing shall conform to the Caltrans Standard Specifications. All field and laboratory testing shall be performed in accordance with California Test Methods. Proposer will be responsible for the accuracy and completeness of all test data compilation and results.
- b) Permits – Proposer shall review the Project for permit compliance and coordinate with the Commission to ensure that necessary permits are obtained. Proposer shall coordinate with the Commission for the timely processing and verification of approval for all permits. Proposer shall keep all permits and permit documentation on site.
- c) Staffing – Proposer shall provide and maintain a Project staffing plan that includes all personnel working on the Project. In cooperation with the Commission, the staffing plan shall be periodically updated to reflect Project progress and needs. Proposer staff may be required to assist the Commission in obtaining encroachment permits from Caltrans and other activities requested by the Commission to support the Project.

4.1.5 Cost and Schedule Tracking

- a) Proposer shall prepare and track the following:
 - 1. Contract pay item quantities, materials-on-hand, and progress payments as needed to justify percent of work completed;
 - 2. Extra work/compensation adjustment payments;
 - 3. Contract Change Orders;
 - 4. Supplemental work items;
 - 5. Agency-furnished materials (delineators);
 - 6. Contingency balance (if applicable);
 - 7. Project budget (if applicable);
 - 8. Anticipated final cost;
 - 9. Proactive schedule management; and
 - 10. Payment deductions for late reopening of lanes.
- b) Proposer shall complete the Price Form for each Task Order, detailing proposed pricing for the necessary services and materials to fulfill the scope of work outlined in the Task Order.
- c) Proposer shall provide any narrative required to explain the prices quoted in the Price Form. The Commission will issue a lump-sum contract.
- d) Proposer shall agree and comply with the Commission's monthly progress and payment process at the end of each working month.
- e) Proposer shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. Proposer shall expedite work, as required, to maintain the Schedule.

4.1.6 Proposer shall monitor work schedules on an ongoing basis and alert the Commission to conditions that may lead to delays in completing the work as soon as possible. Change Orders and Claims

- a) Proposer shall attempt to avoid all unnecessary contract Change Orders. When a contract Change Order is necessary, Proposer shall consult with the Commission prior to its preparation. Unless directed otherwise by the Commission, the preferred payment terms for contract Change Orders should be as follows:
 - 1. Agreed price;
 - 2. Adjustment in compensation to a bid item;
 - 3. Time and materials or Force Account.
- b) Proposer shall identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
- c) Proposer shall implement a bi-weekly Change Order meeting with the Commission to discuss and approach any issues pertaining to Change Orders.

4.1.7 Safety

In addition to the requirements specified elsewhere in this Statement of Work and Requirements, the following shall also apply:

- a) Proposer shall implement a comprehensive safety program including preparation of a Project-specific Accident/Illness Prevention Plan and conduct regular tail-gate safety meetings for Proposer personnel. Proposer shall provide a monthly report of traffic and site safety incidents, accidents, and issues to the Commission as part of the Monthly Report described in Section 4.1.1.
- b) Proposer shall comply with CalOSHA and provisions of the Caltrans Construction Manual.
- c) Proposer shall provide appropriate safety training for all Proposer field personnel.
- d) Proposer shall provide all necessary safety equipment as required for Proposer personnel.
- e) Proposer shall conduct and document a weekly safety walkthrough of the site. Proposer shall extend an invitation for this meeting to the Resident Engineer.

4.1.8 Project and Task Order Close Out

- a) Proposer shall prepare and manage a list of Task Order items to be completed and/or corrected for final completion of the Task Order.
- b) Proposer shall collect and furnish as-built information (as available) to the design engineer for preparation of as-built drawings that include information such as utility locations, electrical system element locations, and system requirements, prestressing drawings and pile logs, as applicable for each Task Order. Availability of information will depend on the scope of work.
- c) Proposer shall review and verify completeness of as-built drawings for each Task Order.
- d) Proposer shall conduct a final walk-through at the end of each Task Order with the Commission and Caltrans.

- e) Proposer shall prepare final construction reports for each Task Order and the final Project Completion Report in the format and content requirements set forth by the Commission.
- f) Proposer shall prepare and deliver to the Commission and Consultants all Project files in hard copy, as requested by the Commission, and/or electronic format.

4.1.9 Deliverables

NOTE: The Proposer shall transmit all records described below to the Commission. In addition, the Proposer shall maintain records in their own respective offices during the course of the overall Project.

- a) Inspector daily reports, extra work diaries, and daily diaries.
- b) Monthly Project Activity Summary Report(s).
- c) Roadway Weekly Summary Reports.
- d) Monthly progress payments, back-up documentation, and payment records.
- e) Final payment documents, delivered to the Commission no later than 10 working days after acceptance by the Commission of the completed construction Project.
- f) Project Completion Report.
- g) All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, Schedule analyses and weekly working day statements, Change Order data, claims and claim reports, and payment records.
- h) Certified payrolls and fringe benefit statements for all Proposer personnel who are subject to the State and/or Federal prevailing wage rates.

All material test results shall be provided in accordance with the applicable Standard Specifications and Special Provisions and test methods. Failing tests shall be immediately reported to the Resident Engineer. All test results shall be recorded on the appropriate forms. The test documents will be legible and show the identity of the test where appropriate. A notebook containing all results will be kept. All test equipment shall be calibrated per California Test requirements and regularly verified.

4.1.10 Equipment and Materials to be provided by Proposer

- a) Proposer shall provide all necessary equipment, including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely.
- b) Proposer personnel shall provide vehicles for field personnel suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed, and with communication devices for field personnel.
- c) Proposer shall provide all Proposer personnel with all applicable standard plans, specifications, and other standards as appropriate.

4.1.11 Materials to be Furnished by the Commission

The Commission will provide channelizers required for replacement to be installed by the Contractor. The Contractor shall request the quantity needed during the task planning and coordinate pick-up from the Caltrans maintenance yard.

The Commission will provide COZEEP as needed.

4.1.12 Standards

All construction, inspection, surveys, materials sampling and testing, shall be in accordance with the contract documents and most current version of Caltrans Manuals including:

1. Caltrans Construction Manual and its revisions.
2. Quality Assurance Program Manual.
3. California Manual on Uniform Traffic Controls.
4. Caltrans Standard Specifications and Standard Plans.
5. Water Pollution Control Program (WPCP) Preparation Manual.
6. California Tests.
7. District 8 Standard Staking Procedures Manual.
8. Caltrans Pavement Standards.
9. Caltrans Highway Design Manual.
10. Caltrans Pavement Policy Design Information Bulletins (73, 79, 81, 84, 86).
11. Caltrans Policy Memos.

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Any Proposer employee who does not perform adequately will be replaced if directed by the Resident Engineer.

4.1.13 Closures

Work within the Express Lanes will require a closure of the Express Lanes. Express Lanes closure hours are limited to the times provided in Table 1. If daytime hours are needed for field investigations, the Commission will consider weekend morning and the request will require coordination and approval. All Express Lanes closure requests are subject for Commission and/or Caltrans approvals. The Proposer is reminded that the 15 and 91 Express Lanes are revenue-generating facilities and impacts to their operations should be minimized as much as possible. All closures must be approved by the Commission and coordinated with the Commission toll contractor.

Closures of the Express Lanes for certain segments may require closures at more than one location. For example, closure of the 91 Express Lanes westbound require closures at the SR-91 WB entrance from the general purpose lanes and entrance from the 15 Express Lanes connector from the north and south.

Table 1 – Express Lanes Closure

Lane Closure	Time Period
91 Westbound Express Lanes (Commission)	Sunday 11:00 p.m. to Monday 4:00 a.m.
	Monday 8:00 p.m. to Tuesday 4:00 a.m.
	Tuesday 8:00 p.m. to Wednesday 4:00 a.m.
	Wednesday 8:00 p.m. to Thursday 4:00 a.m.
	Thursday 8:00 p.m. to Friday 4:00 a.m.
	Friday 11:00 p.m. to Saturday 7:00 a.m.
	Saturday 11:00 p.m. to Sunday 7:00 a.m.
91 Eastbound Express Lanes (Commission)	Sunday 11:00 p.m. to Monday 6:00 a.m.
	Monday 10:00 p.m. to Tuesday 6:00 a.m.
	Tuesday 10:00 p.m. to Wednesday 6:00 a.m.
	Wednesday 10:00 p.m. to Thursday 6:00 a.m.
	Thursday 10:00 p.m. to Friday 6:00 a.m.
	Friday 11:00 p.m. to Saturday 7:00 a.m.
	Saturday 11:00 p.m. to Sunday 7:00 a.m.
15 Northbound Express Lanes (Commission)	Sunday 8:00 p.m. to Monday 4:00 a.m.
	Monday 8:00 p.m. to Tuesday 4:00 a.m.
	Tuesday 8:00 p.m. to Wednesday 4:00 a.m.
	Wednesday 8:00 p.m. to Thursday 4:00 a.m.
	Thursday 9:00 p.m. to Friday 4:00 a.m.
	Friday 10:00 p.m. to Saturday 7:00 a.m.
	Saturday 10:00 p.m. to Sunday 7:00 a.m.

Lane Closure	Time Period
15 Southbound Express Lanes (Commission)	Sunday 9:00 p.m. to Monday 5:00 a.m.
	Monday 9:00 p.m. to Tuesday 5:00 a.m.
	Tuesday 9:00 p.m. to Wednesday 5:00 a.m.
	Wednesday 9:00 p.m. to Thursday 5:00 a.m.
	Thursday 9:00 p.m. to Friday 5:00 a.m.
	Friday 10:00 p.m. to Saturday 7:00 a.m.
	Saturday 10:00 p.m. to Sunday 7:00 a.m.

If the Contractor fails to work within the approved closure window, they will incur late lane reopening charges as follows: \$3,000 for every partial or full ten-minute increment during the first half hour, \$6,000 for every partial or full ten-minute increment during the second half hour, and \$12,000 for every partial or full ten-minute increment thereafter. This includes the start of early closures.

Closure for the Express Lanes will require submission of a closure request form at least 7 days in advance of the first closure date. Closures of the general-purpose lanes require approval from Caltrans. In coordination with the Commission, the Proposer will enter the lane closure on the Caltrans website Lane Closure System by Monday noon, for a full week of lane closures 7 days prior.

4.2 Pavement Maintenance

The Proposer shall be responsible for all phases of the pavement maintenance process for each Task Order, including the construction, traffic management and performance monitoring. The Proposer is responsible for obtaining the necessary permits and performing the required coordination with Caltrans and the Commission’s 15 and 91 Express Lanes operators during performance of physical investigation of lane pavement. Coordination with other construction activities and Caltrans maintenance operations on 15 and 91 Express Lanes is also required.

4.2.1 Traffic Control Plan

The Proposer is responsible for creating a comprehensive Traffic Control Plan (TCP) that outlines the strategy for minimizing disruptions to commuters during pavement rehabilitation work. This plan must be in compliance with the California Manual on Uniform Traffic Control Devices and Caltrans Standard Plans and adhere to the requirements specified by the Commission in the Traffic Management Plan (TMP). The TCP should cover the following aspects:

- o Coordination of toll lane and general purpose lane closures, detours, and traffic flow adjustments to maintain safe and efficient travel.

- Communication of project updates to the public through variable message signs and other channels.

Prior to initiating pavement maintenance work, the Proposer is required to complete the following tasks:

1. Submit the TCP to the Commission for approval.
2. Obtain approval from Caltrans regarding travel lane alignment.
3. Coordinate with the contractor responsible for the pavement analysis work to organize traffic control during field walks. These preparations must be finalized at least 1 week before scheduled field walks.

Deliverable: Traffic Control Plan (electronic PDF).

4.2.2 Maintenance Work

The Proposer shall perform pavement maintenance work as outlined in each Task Order. Additionally, work may be defined by PS&E packages provided by the Commission. All maintenance work must comply with the standards referenced in Section 4.1.12.

While each Task Order will define the specific pavement maintenance work, the Proposer should anticipate that the approaches detailed below may be components of the maintenance work.

Deliverable: Documentation of work completed (electronic PDF).

4.2.2.1 Rigid Concrete Pavement

Minor pavement rehabilitation strategies for concrete pavement include:

- Partial lane replacement.
- Individual slab replacement.
- Continuous profile grinding to correct roughness from curling, warping, or faulting of individually replaced slabs, or areas of localized roughness.
- Resealing of longitudinal and transverse joints.
- Routing and sealing longitudinal or transverse cracks.
- Dowel bar retrofitting transverse joints or cracking (includes continuous profile grinding)

4.2.2.2 Flexible Concrete Pavement

Minor pavement rehabilitation strategies are non-engineered pavement structure designs typically applied to moderately-extensive, existing structural distress. Deflection studies are not required but may be requested based on project-specific factors such as performance history. For flexible asphalt concrete pavement surfaces with MRI \leq 170, the standard overlay design thicknesses are:

- Cold-plane of the existing asphalt concrete pavement and overlay 0.20' of Rubberized Hot Mix Asphalt (Gap Graded).
 - Overlay 0.15' of Rubberized Hot Mix Asphalt (Gap Graded).
 - Overlay 0.20' of Hot Mix Asphalt.

- Or as recommended in the PMP.

4.2.3 Restoration

Pavement rehabilitation work may require the impact to or removal of existing facilities including, but not limited to, remove existing thermoplastic striping and be replaced with the same kind, pavement markings, pavement markers, channelizers, storm drains, and loop detectors from the designated work area. All work related to removals, repair, and/or rehabilitation, including restoration of existing facilities, shall comply with the Caltrans Construction Manual and Caltrans Standard Specifications.

Following the completion of the pavement rehabilitation work, the Proposer shall be responsible for Restoring all facilities located at the work site to their original positions. The Proposer is accountable for procuring and installing all necessary replacements for the removed facilities on site, excluding channelizers, which will be provided by the Commission for subsequent installation by the Proposer.

4.2.4 Environmental Compliance

The Proposer has the obligation to comply with all federal, state, and local environmental regulations pertaining to the scope of work. This includes but is not limited to: Clean Water Act (CWA), National Pollutant Discharge Elimination System (NPDES), Clean Air Act (CAA), Waste Management and Recycling, Permitting and Compliance Reporting, and California Department of Toxic Substances Control (DTSC) laws and regulations.

4.2.5 Acceptance

The Commission shall have a period of 30 days following the completion of each Task Order to inspect and verify close-out items and conduct a walkthrough of the work completed. Additionally, the Commission shall have a separate 30 days from receipt of documents to review all documents prepared by the proposer. Together, these periods constitute a sixty (60) day verification period.

Requirements for the completion items, including but not limited to materials, personal supplies, waste materials, construction quality records, and certificates, shall be specified in each Task Order. The Commission reserves the right to extend the verification period upon mutual agreement with the Proposer, with written notification provided.

4.3 Acknowledgements

4.3.1 Limitations to Authority

Proposer does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by the Commission.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by the Commission.
4. Verbally authorize or approve Change Orders or extra work for the Project.

4.3.2 Third Party Relationships

This RFP is intended to provide unique services for a specific Project. The Commission is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. Proposer shall take direction **only** from the Commission and shall regularly inform **only** the Commission about matters pertaining to Project progress, outstanding issues, and all Project related matters.

During the course of the Project, the Proposer may find occasion to meet with third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Proposer shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from the Commission. All oral and written communication with outside agencies related to the Project shall be directed only to the Commission. Distribution of Project-related communication and information shall be at the sole discretion of Commission representatives.

4.3.3 Construction Site Safety

In addition to the requirements specified elsewhere in this Statement of Work and Requirements, the following also will apply:

1. Proposer will conform to the safety provisions of the Caltrans Construction Manual.
2. Proposer's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirts, long pants, and leather boots with ankle support and rubber soles at all times while working in the field.
3. Proposer will provide appropriate safety training for all Proposer's personnel.
4. All safety equipment will be provided by Proposer.

4.3.4 Personnel Qualifications and Responsibilities

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by the Commission. At minimum, the Proposer must possess a General Contractor License (License A) and a track record of at least 5 years in executing comparable projects.

4.3.5 Payments and Penalties

- a) The method of payment for this contract will be based on a lump sum price for the material and completion of work outlined in the scope of work of the Project. The Commission shall reimburse the Proposer based on percentage of work completed in the performance of services to complete the requirements of each awarded Task Order.
- b) In the event that the Commission determines that a change to the scope of work specified within this RFP or a specific Task Order is required, the actual costs reimbursable by the Commission shall be adjusted by contract amendment to accommodate the changed work.
- c) There shall be no provision for cost indexing for any material costs incurred by the Contract in the performance of service to complete the requirements of a Task Order. This includes but is not limited to materials such as asphalt, Portland cement concrete, reinforcing steel, or fuel.
- d) Progress payments shall be made following each working month in arrears based on the complete work. If the Proposer fails to submit the required deliverable items according to the schedule set forth in this RFP, the Commission shall reserve the right to delay payment or terminate this contract in accordance with the provisions of Section 4.3.6 Termination.
- e) No payment shall be made prior to approval of work completed, nor for any work performed prior to approval of this contract.
- f) Proposer shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by the Commission of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Proposer is billing. Invoices shall detail the work performed and materials used during each Task Order. The final invoice shall be submitted within 60 calendar days after completion of work outlined in each Task Order.
- g) The total amount payable by the Commission shall not exceed the amount set forth in each Task Order.
- h) Proposer shall not be reimbursed for any expenses unless authorized in writing by the Commission.
- i) The Commission shall assess penalties for any failure to meet the requirements of this contract at the end of each working month. If applicable, the Commission shall furnish the Proposer with documentation of penalties incurred during the working month in question alongside their reimbursement. Penalties shall be calculated based on the terms outlined in this RFP. Upon determination of penalties, the Proposer will be notified of the nature of the non-compliance and the corresponding penalties being assessed. The Proposer will be afforded a reasonable opportunity to respond to the penalty notification, providing any relevant information or evidence to contest the assessment. However, the Commission retains sole responsibility for making the final determination regarding the assessment of penalties.

EXHIBIT "B"

COMPENSATION/RATES

[attached behind this page]

DRAFT

EXHIBIT "B"
COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2024-25		\$ 1,500,000.00
FY 2025-26	Services to determined upon execution of Task Order	\$ 1,000,000.00
FY 2026-27	Services to determined upon execution of Task Order	\$ 1,000,000.00
FY 2027-28	Services to determined upon execution of Task Order	\$ 500,000.00
FY 2028-29	Services to determined upon execution of Task Order	\$ 800,000.00
FY 2029-30	Services to determined upon execution of Task Order	\$ 500,000.00
	SUBTOTAL	\$ 5,300,000.00
	OTHER DIRECT COSTS	\$ -
	TOTAL COSTS	\$ 5,300,000.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between fiscal years may occur; however, the maximum total compensation authorized may not be exceeded.

EXHIBIT "C"
CERTIFICATION
LABOR CODE

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.

INSERT CONTRACTOR NAME]

By: _____
Signature

By: _____
Print Name

By: _____
Title (Print)

DRAFT

EXHIBIT “D”

PAYMENT BOND

[attached behind this page]

DRAFT

PAYMENT BOND

KOW 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:

Maintenance Restripe Work on Interstate 15, In Riverside County (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 Two Hundred Thousand Dollars (\$200,000) 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.

DRAFT

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

Notary Acknowledgment

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

Signer(s) Other Than Named Above

DRAFT

AGENDA ITEM 6H

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Toll Policy and Operations Committee Mireya Jarquin, Senior Management Analyst Jennifer Crosson, Toll Operations Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	91 Express Lanes Median Barrier Wall Replacement

TOLL POLICY AND OPERATIONS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 25-31-002-00 to Splice Construction Co for the 91 Express Lanes median barrier wall replacement in the amount of \$214,270, plus a contingency amount of \$35,000, for a total amount not to exceed \$249,270;
- 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 July 2024 meeting, the Commission approved a change order to Kapsch Traffic Com (Kapsch) for the 91 Express Lanes Occupancy Detection System (ODS). At that time, staff indicated that the eastbound median barrier wall required a reduction in height to provide for a clear line of sight from the ODS cameras to the vehicles being evaluated for occupancy. The median barrier reduction was not part of the Kapsch scope of work and a separate invitation for bid was required to perform the work.

DISCUSSION:

Kapsch provided the median barrier wall requirements for the ODS. The current eastbound median wall is at a height of 59 inches and has a narrow shoulder between the travel lane. This site condition obstructs the ODS cameras' view, making it difficult to detect occupancy compliance. In order to provide optimal camera visibility and ensure the system can accurately capture images of vehicle the existing median barrier wall needs to be reduced to a height of 42 inches at the ODS location. While the reduction in height is only required in the area of the camera, Caltran's requirements for tapering the wall height impacts approximately 100 feet of existing median barrier wall. The current westbound median barrier wall is also at a height of

59 inches but has a wide shoulder providing a clear line of sight for ODS. There is no median barrier wall height adjustment required in the westbound direction.

The Commission’s toll consultant, HNTB, developed a 95 percent design for the eastbound median barrier wall replacement that is compliant with Caltrans Standards. The design requires replacement of approximately 100 feet of the existing eastbound median barrier wall in the vicinity of the toll gantry. The 95 percent design was used in the procurement process detailed below. The scope of work includes a traffic control plan to minimize disruptions to the traveling public during construction, the removal and disposal of the current concrete barrier wall, constructing a new median barrier in accordance with Caltrans standards, coordination with Kapsch and obtain Caltrans permits.

Procurement Process

On August 28, 2024, the Commission advertised Invitation for Bids (IFB) No. 25-31-002-00 for construction of the 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-seven (37) firms downloaded the IFB. Nine (9) were located in Riverside County. A pre-bid conference was held on September 5, 2024, and on September 25, 2024, three (3) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1

Summary of Bids

Firm		Bid Amount
(In order from low bid to high bid)		
	Engineer’s Estimate	\$154,408
1	Splice Construction Co	\$214,270
2	Beador Construction Company, Inc.	\$254,300
3	Granite Construction Company	\$690,000

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 Splice Construction Co was 18 percent higher than the engineer’s estimate. Although Splice Construction Co’s bid is higher than the engineer’s estimate, an analysis of the bid did not find irregularities or omissions.

After analyzing the lowest three bids received, staff concluded that Splice Construction Co is the lowest responsible bidder submitting a responsive bid in the amount of \$214,270 for the Project. A contingency amount of \$35,000 (approximately 16 percent) is recommended for this agreement to address any unforeseen conditions encountered during construction.

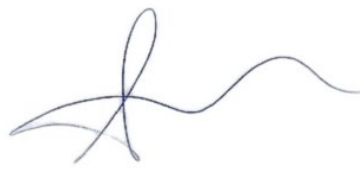
The contingency amount is requested because the IFB was released with 95 percent plans and not approved 100 percent plans. The requested contingency is to cover any change orders as a result of the approved 100 percent plans in addition to unforeseen site conditions encountered during construction.

RECOMMENDATION:

The replacement of the median wall was anticipated and is necessary for deployment of ODS. Staff recommends award of Agreement No. 25-31-002-00 Splice Construction Co in the amount of \$214,270, plus a contingency amount of \$35,000, for a total amount not to exceed \$249,270.

FISCAL IMPACT:

Fiscal Year 2024/25 Repair and Rehabilitation budget includes \$249,270 for this item. The funding source is SR-91 toll revenue.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25	Amount:	\$ 249,270
Source of Funds:	91 Toll Revenues			Budget Adjustment:	N/A
GL/Project Accounting No.:	009103 81301 00000 0000 591 31 81301				\$249,270
Fiscal Procedures Approved:				Date:	10/14/2024

Attachment: Draft Agreement No. 25-31-002-00 with Splice Construction Co

<i>Approved by the Toll Policy and Operations Committee on October 21, 2024</i>		
In Favor: 4	Abstain: 0	No: 0

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CONTRACT

**STATE ROUTE 91 EXPRESS LANES
BARRIER REPLACEMENT
IN RIVERSIDE COUNTY, CALIFORNIA**

RCTC Agreement No. 25-31-002-00

August 28, 2024

**BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SPLICE CONSTRUCTION CO**

DRAFT

**STATE ROUTE 91 EXPRESS LANES BARRIER REPLACEMENT
AGREEMENT NO. 25-31-002-00**

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2024 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and **Splice Construction Co, Inc.** (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled **STATE ROUTE 91 EXPRESS LANES BARRIER REPLACEMENT.**

2. RECITALS.

2.1 The Commission is a County Transportation Commission organized under the provisions of Sections 130000, et seq. of the Public Utilities Code of the State of California, with power to contract for services necessary to achieving its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on **August 28, 2024**, has submitted a bid proposal for **STATE ROUTE 91 EXPRESS LANES BARRIER REPLACEMENT.**

2.3 Commission has duly opened and considered the Contractor's bid proposal and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract Documents.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference this Contract and the following Contract Documents provided with the above referenced Notice Inviting Bids, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which, including all addendum thereto, are by this reference incorporated herein and made a part of this Contract:

- a. NOTICE INVITING BIDS
- b. INSTRUCTIONS TO BIDDERS
- c. CONTRACT BID FORMS
- d. FORM OF CONTRACT
- e. PAYMENT AND PERFORMANCE BOND FORMS
- f. ESCROW AGREEMENT FOR SECURITY DEPOSITS
- g. CONTRACT APPENDIX
PART "A" – Regulatory Requirements and Permits

PART "B" – Standard Plans
PART "C" – Contract Plans

h. ADDENDUM NO.(S) 1 and 2

3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for **STATE ROUTE 91 EXPRESS LANES BARRIER REPLACEMENT**.

Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of Two Hundred Fourteen Thousand Two Hundred Seventy Dollars (\$214,270), as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced Contract Documents.

3.3 Period of Performance.

Contractor shall perform and complete all Work under this Contract within **120 working days** of the effective date of the Notice to Proceed, and in accordance with any completion schedule developed pursuant to provisions of the Contract Documents. Working days shall be defined as Monday – Friday excluding holidays and shall abide by Caltrans restrictions. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the Standard Provisions, found in Part "B" of the Contract Appendix. The amount of liquidated damages shall be One Thousand Dollars (\$1,000) for each day or fraction thereof, it takes to complete the Work, or specified portion(s) of the Work, over and above the number of days specified herein or beyond the Project Milestones established by approved Construction Schedules.

3.4 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 Documents, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of services and obligation required by this Contract, the above referenced compensation in accordance with Compensation Provisions set forth in the Contract Documents.

3.5 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the 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 is attached to this Contract as Exhibit "A" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

3.6 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. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Commission.

3.7 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:

<p>Contractor:</p> <p>Splice Construction Co, Inc. 28441 Rancho De Linda Laguna Niguel, CA 92677 Attn: Omar Khalaf</p>	<p>Commission:</p> <p>Riverside County Transportation Commission P.O. Box 12008 Riverside, California 92502-2208 Attn: Executive Director</p>
---	--

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, 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.

CONTRACTOR
SPLICE CONSTRUCTION CO, INC.

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____
Name

By: _____
Aaron Hake
Riverside County Transportation
Commission

Title

Tax I.D. Number:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel, RCTC

DRAFT

EXHIBIT "A"

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. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

Name of Contractor: SPLICE CONSTRUCTION CO, INC.

By: _____

Signature

Name

Title

Date

DRAFT

AGENDA ITEM 6I

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Lisa Mobley, Administrative Services Director/Clerk of the Board
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Resolution to Amend the Appendix of the Conflict of Interest Code

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt Resolution No. 24-019, *“Resolution of the Riverside County Transportation Commission Amending the Appendix of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974”*.

BACKGROUND INFORMATION:

As required, the Riverside County Transportation Commission regularly updates its Conflict of Interest Code (Code) to include new positions which must be designated, revises disclosure categories, revise the titles of existing positions and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions. A notice of intention to amend the appendix of the Code was publicly posted and provided to the affected designated employees.

After the Commission adopts the amended Conflict of Interest Code, it will be submitted to the Riverside County’s Board of Supervisors for approval as it is the code-reviewing body for the Commission.

In order to meet the requirements of the Code pursuant to the Political Reform Act of 1974, staff recommends that the Commission adopt Resolution No. 24-019 to make the appropriate changes to the Code.

Attachments:

- 1) Resolution No. 24-019
- 2) Amended Appendix
- 3) Notice of Intention

RESOLUTION NO. 24-019

**RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION
COMMISSION AMENDING THE CONFLICT OF INTEREST CODE
PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Riverside County Transportation Commission (the “Commission”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Commission adopted a Conflict of Interest Code (the “Code”) which was amended on December 12, 2018, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the Commission have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Commission’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the Commission being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Commission of, the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the Commission; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Members of the Board of the Commission on November 13, 2024, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Board of the Commission of the Riverside County Transportation Commission that the Members of the Board of the Commission do hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Administrative Services Director/Clerk of the Board and available to the public for inspection and copying during regular business hours;

BE IT FURTHER RESOLVED that the said amended Code shall be submitted to the Board of Supervisors of the County of Riverside for approval and said Code shall become effective upon approval by the Board of Supervisors, as submitted.

APPROVED AND ADOPTED this 13th day of November, 2024.

Lloyd White, Chair,
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

CONFLICT OF INTEREST CODE FOR THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
(Amended ~~December 12, 2018~~ November 13, 2024)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and positions and establishing disclosure categories, shall constitute the conflict of interest code of the Riverside County Transportation Commission (the "Commission").

All officials and designated employees required to submit a statement of economic interests shall file their statements with the Administrative Services Director/Clerk of the Board as the Commission's Filing Officer. Administrative Services Director/The Clerk of the Board shall make and retain a copy of all statements filed by Members of the Board of the Commission and the Executive Director, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Riverside. The Commission's Administrative Services Director/Clerk of the Board shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

(Amended ~~December 12, 2018~~ November 13, 2024)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Commission Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the Commission’s Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Members of the Board of the Commission and their Alternates

Executive Director

Deputy Executive Director

Chief Financial Officer

Financial Consultants

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>Accounting Supervisor</u>	<u>5</u>
Capital Projects Manager (ALL)	1, 2
<u>Administrative Services Director</u> /Clerk of the Board	4
Commuter and Motorist Assistance Manager	5
<u>Community Engagement Manager</u>	<u>5</u>
<u>Deputy Director of Administrative Services</u>	<u>4</u>
Deputy Director of Finance	1
<u>Deputy Director of Regional Conservation</u>	<u>1, 2</u>
External Affairs Director	1, 2
Facilities Administrator	1, 2
<u>Financial Administration Manager</u>	<u>5</u>
<u>Financial Budget Manager</u>	<u>5</u>
General Counsel	1, 2
Goods Movement Manager	5
Government Relations <u>Legislative Affairs</u> Manager	1
Human Resources Administrator	4
<u>Human Resources Manager</u>	<u>4</u>
IT Administrator	5
<u>Management Analyst – Commuter & Motorist Assistant</u>	<u>5, 7</u>
Management Analyst – Multimodal Services (ALL)	2, 3, <u>5, 7</u>

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Management Analyst – Programming (ALL)	<u>5, 7</u>
Management Analyst – Rail (ALL)	1, 2
Management Analyst – Right of Way (ALL)	1, 2
<u>Management Analyst – Transit</u>	<u>5, 7</u>
Multimodal Services Director	2, 3, 5
Planning and Programming Director	2, 3, 5
Planning and Programming Manager	2, 5, 6
Procurement Analyst	1, 2
Procurement Manager	1, 2
Project Delivery Director	1, 2
Public Affairs Manager	5
Rail Manager	1, 2
<u>Regional Conservation Director</u>	<u>1, 2</u>
<u>Reserve Management/Monitoring Manager</u>	<u>2, 3, 5</u>
Right of Way Manager	1, 2
Senior Administrative Assistant, Procurement	5
<u>Senior Capitals Project Manager</u>	<u>3, 5</u>
Senior Financial Analyst	5
<u>Senior Management Analyst – Commuter & Motorist Assistant</u>	<u>5, 7</u>
Senior Management Analyst – External Affairs	1, 2
<u>Senior Management Analyst – GIS</u>	<u>5</u>

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Senior Management Analyst – Legislative Affairs	1, 2
<u>Senior Management Analyst – Multimodal Services</u>	<u>2, 3, 5, 7</u>
<u>Senior Management Analyst – Programming</u>	<u>5, 7</u>
<u>Senior Management Analyst – Public Affairs</u>	<u>5</u>
<u>Senior Management Analyst – Reserve Management Monitoring</u>	<u>1, 2</u>
<u>Senior Management Analyst – ROW</u>	<u>1, 2</u>
Senior Management Analyst – Toll Program	5
<u>Toll Customer Service Manager</u>	<u>5</u>
<u>Toll Finance Manager</u>	<u>5</u>
<u>Toll Operations Director</u>	<u>2, 3, 5</u>
Toll Operations Manager	2, 3, 5
<u>Toll Project Delivery Director</u>	<u>2, 3, 5</u>
Toll Program Director	2, 3, 5
<u>Toll Systems Engineer</u>	<u>3, 5</u>
Toll Project Manager	2, 3, 5
Toll Technology Manager	3, 5
Transit Manager	2, 3, 5

Consultant and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure category in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement, described in this Section. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734). The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code (Gov. Code Sec. 81008).

Part “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property which the Designated Position must disclose for each disclosure category to which ~~he or she~~ the designated is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Commission.

Category 1: All investments and business positions and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the Commission.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the Commission, the jurisdiction of the Commission, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Commission.

Category 4: All investments and business positions and sources of income, including gifts, loans and travel payments, that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Commission.

Category 5: All investments and business positions and sources of income, including gifts, loans and travel payments, that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position’s department, unit or division.

Category 6: All investments and business positions and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the Designated Position’s department, unit or division.

Category 7: Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source is of the type to receive grants or other funding from or through the Commission.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

**NOTICE OF INTENTION TO AMEND THE
CONFLICT OF INTEREST CODE OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

NOTICE IS HEREBY GIVEN that the Riverside County Transportation Commission (the “Commission”) intends to amend its Conflict of Interest Code (the “Code”) pursuant to Government Code Section 87306.

The Appendix of the Code designates those positions, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of the Commission’s Code. The Commission’s proposed amendment includes a new positions that must be designated, revises disclosure categories, revise the titles of existing positions and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

The proposed amended Code will be considered by the Board of Commissioners on November 13, 2024, at 9:30 a.m. at Riverside County Board Room, 4080 Lemon Street, Riverside, California. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of Lisa Mobley, Administrative Services Director/Clerk of the Board, Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, Riverside, CA 92501; (951) 787-7141. Written comments must be submitted no later than November 13, 2024, at 9:30 a.m.

The proposed amended Code may be reviewed at, and copies obtained from, the office of the Administrative Services Director/Clerk of the Board, during regular business hours.

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Gary Ratliff, Facilities Administrator Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreement for Railroad Right of Way Property Maintenance Services

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 22-33-014-01, Amendment No. 1 to Agreement No. 22-33-014-00, with Joshua Grading & Excavating, Inc. for property maintenance services of Commission-owned railroad right of way (ROW) property for an additional amount of \$2,860,000, and a total amount not to exceed \$7,160,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.

BACKGROUND INFORMATION:

The Commission owns and maintains the San Jacinto Branch Line (SJBL) railroad ROW, which includes:

- 24 miles of operating railroad line;
- 17 miles of non-operating rail line; and
- Approximately 480 acres within Riverside County.

The Perris Valley Line (PVL) operates within the SJBL ROW, passing through Riverside, Moreno Valley, and Perris, and is managed by the Southern California Regional Rail Authority (SCRRA). SCRRA operations include both Metrolink commuter rail and BNSF Railway freight trains.

- **Operating Section:** Active PVL ROW maintenance starts at the intersection of Iowa and Citrus in Riverside and extends south of the Perris South Metrolink station.
- **Non-Operating Section:** The non-operating rail begins at the intersection of Sherman Avenue and Case Road in Perris and runs north of West 7th Street in San Jacinto.

To comply with the Code of Federal Regulations, Title 49 on Rail Safety, and other state and local laws, the Commission is responsible for the following maintenance services:

- Weed and vegetation control (to prevent fire hazards);
- Herbicide and pesticide applications;
- Trash and debris removal;
- Graffiti abatement;
- Minor grading work;
- Drainage maintenance and repair;
- Fencing installation and repair;
- Tree maintenance;
- Signal and sign maintenance;
- Abatement of illegal structures and shelters;
- Encampment removal; and
- Hazardous materials removal.

These services ensure public safety, regulatory compliance, and smooth operation for both passenger and freight rail services.

BACKGROUND INFORMATION:

Agreement No. 22-33-014-00 Summary: Railroad ROW Property Maintenance Services

On December 8, 2021, the Commission awarded the contract to Joshua Grading and Excavating, Inc. for a five-year term, with an initial contract amount of \$4,300,000.

Cost Summary and Current Status

- The ROW contract is a five-year agreement running from February 1, 2022, to January 31, 2027, without an extension option.
- To date, 30 months of the 60-month term have elapsed, and total expenditures amount to \$3,388,980, averaging \$112,966 per month.

Several factors have contributed to higher-than-expected maintenance costs:

- Increased illegal dumping;
- A rise in homeless encampments requiring removal;
- The need to secure access points to prevent trespassing and illegal waste dumping; and
- Damage caused by major storms last year, which required additional repairs and resources to address concerns from cities, businesses, and residents.


In addition, Joshua Grading and Excavating, Inc. was contracted to pave the west side of the West Corona station to meet increased support needs.

Based on current spending patterns, the projected cost for the remaining 30 months is \$3,388,980, calculated at \$112,966 per month. With a remaining budget of \$911,020, staff is requesting approval to increase total contract authority to \$7,160,000 for the remaining 30 months of the contract. This would be an increase to the contract in the amount of \$2,860,000.

Given that the previous procurement attracted only two competitive bidders and with the current economics and inflation rates, staff believes keeping the agreed upon labor rates in this contract would be a cost savings versus securing a new contract with higher rates. Staff believes securing an increase in contract authority for this contract is the most efficient and cost-effective approach moving forward.

Staff is requesting the Commission to approve Amendment No. 1 to Agreement No. 22-33-014-00 to increase contract authority for an additional amount of \$2,860,000 for the remaining 30 months of the contract period for an amount not to exceed \$7,160,000. The increase of \$2,860,000 would allow the existing contractor to serve out the remaining contract period as agreed and per existing labor rates in the contract. Adding contract authority to the existing contract results in time, cost, and administration efficiencies. This increase in contract authority will allow RCTC to meet its obligations and responsibilities to maintain rail ROW as the owner of the railroad property, uninterrupted.

Measure A is the fund source utilized for these services. Staff will search for possible grants to help offset future maintenance costs.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26+	Amount:	\$600,000 \$2,260,000
Source of Funds:	2009 Measure A Western County Rail Funds			Budget Adjustment:	No
GL/Project Accounting No.:	652402 86105 00000 0000 265 33 86105 XXXXXX 86105 00000 0000 265 33 86105 (various projects)				
Fiscal Procedures Approved:				Date:	10/16/2024

Attachment: Draft Amendment No. 1 to Agreement No. 22-33-014-00 with Joshua Grading and Excavating, Inc.

**AMENDMENT NO. 1
AGREEMENT FOR ROUTINE AND ON-CALL
RAILROAD RIGHT OF WAY MAINTENANCE
SERVICES AGREEMENT WITH JOSHUA GRADING
AND EXCAVATING**

1. PARTIES AND DATE

This Amendment No. 1 to the Agreement for routing and on-call railroad right of way maintenance services entered into as of this _____ day of _____, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and JOSHUA GRADING AND EXCAVATION ("Contractor"), a California corporation.

2. RECITALS

2.1 The Commission and the Contractor have entered into Agreement No. 22-33-014-00 dated December 29, 2021 for the purpose of providing routine and on-call railroad right of way maintenance services (the "Master Agreement").

2.2 The Commission and the Contractor now desire to further amend the Master Agreement in order to add additional compensation for the purpose of providing on-call railroad right of way maintenance services.

3. TERMS

3.1 An additional Two Million, Eight Hundred Sixty Thousand Dollars is hereby allocated to the Master Agreement for the continued provision of routine and on-call railroad right of way maintenance services (\$2,860,000).

3.2 The total not-to-exceed amount of the Master Agreement, as amended by this Amendment No. 1, shall be Seven Million, One Hundred Sixty Thousand Dollars (\$7,160,000).

3.3 Except as amended by this Amendment No. 1, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

- 3.4 This Amendment No. 1 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5 A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.
- 3.6 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE
TO
AGREEMENT NO. 22-33-014-01**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**JOSHUA GRADING AND
EXCAVATING**

By: _____
Aaron Hake, Executive Director

Signature

Name

Title

APPROVED AS TO FORM

ATTEST:

By: _____
Best Best & Krieger
General Counsel

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Tyler Madary, Legislative Affairs Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State and Federal Legislative Update

STAFF RECOMMENDATION:

This item is for the Commission to:

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

BACKGROUND INFORMATION:

State Update

Senate Bill 768 (Caballero)

On September 27, Governor Gavin Newsom signed into law Senate Bill (SB) 768 by Senator Anna Caballero (Stockton). RCTC previously supported SB 768 on June 4, as it required the California State Transportation Agency (CalSTA), in consultation with stakeholders such as RCTC, to conduct a study by 2028 highlighting how vehicle miles traveled (VMT) is used as a metric for measuring transportation project impacts pursuant to the California Environmental Quality Act, as well as analyze differences of availability and feasibility of mitigation measures by region. The bill was subsequently amended on August 19, instead requiring the Department of Housing and Community Development to prepare a study regarding VMT impacts of housing projects and mitigation measures available.

Senate Bill 1098 (Blakespear)

Governor Gavin Newsom signed into law SB 1098 by Senator Catherine Blakespear (Encinitas), which requires for CalSTA to submit a series of reports relating to rail service in the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor. RCTC staff monitored this legislation and engaged with the author to raise concerns regarding ownership and rights held in the LOSSAN Rail Corridor, as well as potential impacts to past and ongoing service, operations, and capital investments made by the member agencies of LOSSAN Rail Corridor Agency, the Southern California Regional Rail Authority, and the North County Transit District. This engagement resulted in some favorable amendments to the legislation.

Pending Update to the Climate Action Plan for Transportation Infrastructure (CAPTI)

The CalSTA is currently drafting an update to the Climate Action Plan for Transportation Infrastructure (CAPTI). Draft actions to be included in the draft CAPTI update have been shared at the joint meeting of the California Transportation Commission, California Air Resources Board (CARB), and Housing and Community Development Department, which take place on Thursday, November 7, 2024, at the CARB Southern California Headquarters in Riverside.

CalSTA will release the draft CAPTI update sometime in November and thereafter will offer a public comment period. In the meantime, staff have begun educating legislators by outlining the CAPTI update process, potential impacts to transportation mobility in Riverside County, and encouraging their involvement in the public process.

Federal Update

Fiscal Year 2025 Appropriations

On September 26, President Joe Biden signed into law a three-month Continuing Resolution, extending government funding through December 20. The Continuing Resolution prevents a government shutdown, which occurs when Congress and the President do not approve the 12 appropriations bills prior to the end of the fiscal year on September 30. Under the Continuing Resolution, most government agencies are funded at or near Fiscal Year 2024 levels. Until a full Fiscal Year 2025 appropriations package is approved, RCTC's Community Project Funding/Congressionally Directed Spending requests for Fiscal Year 2025, including \$4 million for the 91 Eastbound Corridor Operations Project, \$3 million for the I-15 Express Lanes Project Southern Extension, and \$850,000 for the Metrolink Double Track Project: Moreno Valley to Perris are on hold and not funded. RCTC staff will continue to monitor the appropriations process and keep the Commission apprised of updates.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

Attachment: Legislative Matrix – November 2024

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – NOVEMBER 2024

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 6 (Friedman)	This bill provides significant new oversight to the California Air Resources Board in the approval process of a metropolitan planning organization’s Sustainable Communities Strategy, methodology used to estimate greenhouse gas emissions (GHG), and amendments to a Regional Transportation Plan. AB 6 also sets new GHG reduction targets of 2045, which does not reflect future cost constraints and diminishing revenue from the state’s gasoline taxes. These new burdensome requirements will likely result in significant delays to transportation projects.	Amended on May 30, 2024. Pulled from Senate Transportation Committee. June 11, 2024	<i>Oppose Based on Platform</i>	5/24/2023
AB 7 (Friedman)	This bill requires the California State Transportation Agency, California Department of Transportation, and California Transportation Commission to consider specific goals as part of their processes for project development, selection, and implementation. AB 7 may impact the allocation of billions of dollars in state transportation funding, infringing on RCTC’s ability to deliver critically needed transportation infrastructure in Riverside County.	Ordered to the inactive file. Two-year bill. September 11, 2023	<i>Oppose Based on Platform</i>	5/25/2023
AB 558 (Arambula)	This bill restructures the Fresno County Transportation Authority (FCTA) by increasing its board membership from nine to thirteen members. This restructuring is done without the consensus and support from regional stakeholders and sets a concerning precedent for RCTC and other regional transportation agencies that rely upon a collaborative process to be effective. Additionally, the bill was amended on April 18 to subject a county transportation expenditure plan prepared by the Fresno County Transportation Authority (FCTA) to the requirements of the California Environmental Quality Act.	Failed deadline. January 31, 2024	<i>Oppose Based on Platform</i>	4/10/2023
AB 1385 (Garcia)	This bill would raise RCTC’s maximum tax rate authority from 1% to 1.5%.	Chaptered by the Secretary of State. October 8, 2023	<i>Support</i>	3/8/2023
AB 1525 (Bonta)	This bill significantly narrows the location and types of projects eligible to receive state transportation funding by requiring 60% of funds to be allocated to priority populations.	Failed deadline. January 31, 2024	<i>Oppose Based on Platform</i>	4/11/2023

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 1957 (Wilson)	This bill extends the sunset date to 2030 on a pilot program allowing for specified counties to utilize the best value procurement process for construction projects in excess of \$1 million. The bill additionally expands the program to all counties.	Chaptered by the Secretary of State. July 2, 2024	<i>Support Based on Platform</i>	2/15/2024
AB 2535 (Bonta)	This bill prohibits the programming of funding under the Trade Corridor Enhancement Program (TCEP) established under Senate Bill 1 (2017) from projects that expand the physical footprint of a highway in communities with high impacts from international trade and goods movement. The bill also sets a target of expending 15% of TCEP funds towards zero-emission freight infrastructure, with increases in each funding cycle until reaching 50%.	Failed deadline. May 16, 2024	<i>Oppose Based on Commission Action</i>	3/13/2024
SB 617 (Newman)	This bill, until January 1, 2029, would authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process for up to 10 public works projects in excess of \$5 million for each project. The bill would specify that the authority to use the progressive design-build process.	Chaptered by the Secretary of State. October 4, 2023	<i>Support Based on Platform</i>	4/5/2023
SB 768 (Caballero)	This bill requires the Department of Housing and Community Development, in consultation with stakeholders such as RCTC, to conduct a study by 2028 highlighting how vehicle miles traveled (VMT) is used as a metric for measuring housing impacts pursuant to CEQA. The bill would require the study to include, among other things, an analysis of the differences in the availability and feasibility of mitigation measures to housing projects for vehicle miles traveled in rural, suburban, urban, and low vehicle miles traveled areas.	Chaptered by the Secretary of State. September 27, 2024	<i>Support Based on Platform</i>	6/4/2024
SCR 13 (Roth)	The resolution would designate the State Route 60, 215/91, 215 Separation (Bridge Number 56-0402) as the Joseph Tavaglione Memorial Interchange.	Chaptered by the Secretary of State. September 10, 2024	<i>Support</i>	1/24/23

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 13, 2024
TO:	Riverside County Transportation Commission
FROM:	Lisa Mobley, Administrative Services Director/Clerk of the Board
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Proposed 2025 Commission/Committee Meeting Schedule

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Provide direction on summer scheduling; and
- 2) Adopt its 2025 Commission/Committee Meeting Schedule.

BACKGROUND INFORMATION:

The Commission annually approves and adopts its meeting schedule for the following calendar year.

Commission and Committee Schedule

The Commission is scheduled to meet on the second Wednesday of each month at 9:30 a.m. The Executive Committee is scheduled at 9:00 a.m. on the same day.

The Commission’s Budget and Implementation and Western Riverside County Programs and Projects Committees meet on the fourth Monday of each month at 9:30 a.m. and 1:30 p.m., respectively, except when the fourth Monday falls on a holiday. Due to the May 2025 Committee meetings falling on a holiday, they will not be scheduled.

There are times when a committee meeting may be cancelled due to a lack of substantive agenda items. Commissioners and the public will be notified when this occurs, and routine items will be forwarded directly to the Commission for final action.

Summer Schedule

Traditionally, the Commission has directed staff to be dark in August. This results in canceling the scheduled July Committee meetings and August Commission meeting. A Commissioner has expressed an interest in going dark in July which would result in cancelled June Committee

meetings and the July Commission meeting. Staff is seeking direction on the Commission's preference to be dark in either July or August. Draft meetings schedules are attached.

Attachment: Proposed 2025 Commission/Committee Meetings Schedule



**RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION**

2025 PROPOSED MEETING SCHEDULE

Commission and Executive Committee

Meeting Date (Wednesday)	Commission	Location	Executive Committee	Location
January 8	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
February 12	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
February 20 and 21	1:30 p.m. (Thursday)** 8:30 a.m. (Friday)**	Temecula Creek Inn	N/A	N/A
March 12	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
April 9	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
May 14	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
June 11	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
July 9	9:30 a.m.	County Board Room*	9:00a.m.	RCTC March Field Con. Rm.
August 13 (Proposed Dark)	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
September 10	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
October 8	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
November 12	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
December 10	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.

The Commission and the Executive Committee meetings are held on the second Wednesday of each month.

*When available, additional satellite locations will be listed on each agenda.

**Locations and times are tentative, subject to change.



**RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION**

2025 PROPOSED MEETING SCHEDULE

Standing Committees

Meeting Date (Monday)	Budget and Implementation Committee	Western Riverside County Programs and Projects Committee	Location
January 27	9:30 a.m.	1:30 p.m.	County Board Room*
February 24	9:30 a.m.	1:30 p.m.	County Board Room*
March 24	9:30 a.m.	1:30 p.m.	County Board Room*
April 28	9:30 a.m.	1:30 p.m.	County Board Room*
June 23	9:30 a.m.	1:30 p.m.	County Board Room*
July 28 (Proposed Dark)	9:30 a.m.	1:30 p.m.	County Board Room*
August 25	9:30 a.m.	1:30 p.m.	County Board Room*
September 22	9:30 a.m.	1:30 p.m.	County Board Room*
October 27	9:30 a.m.	1:30 p.m.	County Board Room*
November 24	9:30 a.m.	1:30 p.m.	County Board Room*
December 22	9:30 a.m.	1:30 p.m.	County Board Room*

The meetings of the Budget and Implementation Committee and the Western Riverside County Programs and Projects Committee are held on the fourth Monday of each month, except on holidays.

The Toll Policy and Operations Committee meets on an as-needed basis.

*When available, additional satellite locations will be listed on each agenda.