

Support Material for Agenda Item No. 8

**General Policy Committee Meeting
May 8, 2024
9:00 a.m.**

**LOCATION:
San Bernardino County Transportation Authority
First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA**

DISCUSSION ITEMS

Air Quality / Traveler Services

8. Contract Amendments for Motorist Assistance Call Answering Center Services

That the General Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 3 to Contract No. 18-1001961 with AAMCOM, LLC to extend the term by one year to June 30, 2025, increase the contract price by \$112,317 for a total not-to-exceed amount of \$1,244,070 to be funded with Safe Vehicle Registration Fees Funds, and amend the Scope of Work to address and clarify the need to incorporate real-time text technology to support existing call box text telephony technology.

B. Approve the waiver of the five-year maximum contract term for Contract No. 18-1001961 as defined in Policy No. 11000 to allow AAMCOM, LLC to continue to provide Call Box Call Answering Center Services.

C. Approve Amendment No. 1 to Cooperative Agreement No. 19-1002101 with Orange County Transportation Authority and Riverside County Transportation Commission to revise the term to June 30, 2025, and increase the receivable amount by \$72,045, for a total receivable not-to-exceed amount of \$1,102,045, for the provision of Motorist Call Answering Center Services.

The following information is being distributed separately from the agenda:

- *Amendment No. 3 to Contract No. 18-1001961*
- *Amendment No. 1 to Agreement No. 19-1002101*

Contract Summary Sheet

General Contract Information

Contract No: 18-1001961 Amendment No.: 3
 Contract Class: Payable Department: Air Quality and Mobility
 Vendor No.: 03476 Vendor Name: AAMCOM, LLC
 Description: Motorist Assistance Call Answering Center - Lyft Concierge Call Center

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	1,100,000.00	Original Contingency	\$	-
Prior Amendments	\$	31,753.00	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	112,317.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,244,070.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,244,070.00

Contract Authorization

Board of Directors Date: 6/5/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____
 State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date: 7/1/2024 Expiration Date: 6/30/2024 Revised Expiration Date: 6/30/2025

NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	Total Contract Funding:	Total Contingency:
								\$	\$
GL: 2810	15	0702	0000	52001	42212001		SAFE - Reg Fees	110,272.00	-
GL: 2811	15	0702	0000	52001	42902009		SAFE - RCTC	195,128.00	-
GL: 2811	15	0702	0000	52001	42901003		SAFE - OCTA	906,917.00	-
GL: 1040	30	0314	0374	52001	41200000		LTF-Rail	31,753.00	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
GL:								-	-
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GL:								-	-
GL:								-	-
GL:								-	-

Stacey A. Morales

Steve Smith

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

AMENDMENT NO. 3 TO CONTRACT 18-1001961

FOR

MOTORIST ASSISTANCE CALL ANSWERING CENTER SERVICES

(AAMCOM, LLC)

This AMENDMENT No. 3 to Contract No. 18-1001961 is made by and between AAMCOM, LLC ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). CONSULTANT and SBCTA are each a "Party" and collectively "Parties".

RECITALS

- A. On March 6, 2019, SBCTA, under Contract No. 18-1001961, engaged the services of CONSULTANT to provide call answering center services for SBCTA's Call Box Program and FSP (Freeway Service Patrol) Customer Survey line ("Contract") ending on June 30, 2024; and
- B. On November 14, 2019, SBCTA and CONSULTANT entered into Amendment No. 1, which added scope of work for Lyft Concierge call answering center services, increasing the contract amount by \$8,248 for a revised total not-to-exceed amount of \$1,108,248; and
- C. On May 4, 2020, SBCTA and CONSULTANT entered into Amendment 2, for the Lyft Concierge call answering center service, increasing the contract amount by \$23,505 for a revised total not-to-exceed amount of \$1,131,753 and extending the term to January 31, 2022. This increase in funding covers the cost overrun of training and development for the launch of the Program; and
- D. In March 2024 SBCTA was informed that the Federal Communications Commission (FCC) had determined that cellular providers would no longer be required to support text telephony (TTY) devices. The FCC allows for the transition from TTY to real-time text (RTT) technology. .
- E. SBCTA and CONTRACTOR now desire to amend the CONTRACT to extend the term to June 30, 2025, update the scope of work to include the addition of RTT set up and services, and increase the not-to-exceed amount by \$112,317 for a revised not-to-exceed amount of \$1,244,070.

NOW THEREFORE in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and CONTRACTOR agree as follows:

1. Article 3 COMPENSATION, Paragraph 3.2, is revised in its entirety to read as follows:
"The total Contract Not-To-Exceed Amount is One Million Two Hundred Forty-Four Thousand Seventy Dollars (\$1,244,070). All Work provided under this Contract are to be performed as set forth in Attachment A and Attachment A-1, Scope of Work, and shall be reimbursed pursuant to Attachment B Billing Rate Schedule, which is attached herein and by this reference is incorporated and made part of this Contract. The hourly labor rates identified in Attachment B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall

be reimbursed for the amount identified in Attachment B. Any travel expenses must be pre- approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

2. All references to the Scope of Work include Attachment A which is attached to the Contract, as well as Attachment A-1 attached to Amendment No. 3.
3. Attachment B to the CONTRACT is revised in its entirety as reflected in Attachment B attached to this Amendment No. 3.
4. The Recitals set forth above are incorporated herein by this reference.
5. Except as amended by this Amendment No. 3, all other provisions of the CONTRACT, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference.
6. This Amendment No. 3 is effective upon execution by SBCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 below.

AAMCOM, LLC

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Steven Diels
Member

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda Lowder Daniel
Assistant General Counsel

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

ATTACHMENT “A.1”

MOTORIST ASSISTANCE CALL ANSWERING CENTER

AMENDMENT TO SCOPE OF WORK TO INCLUDE RTT TECHNOLOGY

As part of Amendment 18-1001961-03, staff is seeking approval to amend the existing Scope of Work to allow AAMCOM, LLC to transition to real-time text (RTT) technology in order to support the call box text telephony (TTY) technology and to ensure compliance with the Americans with Disabilities Act (ADA). This transition is necessary as the Federal Communications Commission (FCC) has determined that cellular providers are no longer required to support TTY devices, therefore the transition to RTT is necessary. The FCC has allowed wireless service providers and handset manufactures to support real-time text (RTT) technology instead of the TTY.

In order for AAMCOM to transition the call answering center TTY system to work with RTT technology instead, the following tasks need to be implemented and completed by AAMCOM. First, AAMCOM will work closely with the call box maintenance provider to plan and design the RTT work around so that the existing TTY system built into each San Bernardino Call Box continues to provide speech and hearing impaired motorists the assistance they may need. The call box maintenance provider designed the “work around” at the call box end, but how the RTT message is communicated to AAMCOM call box operator is designed through the collaborative efforts of the call box maintenance provider and AAMCOM. Once this “work around” has been determined and tested, AAMCOM will need to develop screens and a database to be utilized by their call box operators. This will include customizing and adapting some existing systems currently in use. Once this has been completed, operators will need to be trained, which would include new materials, updates to the training manual and the processing of program reports. Testing to continue throughout the process to ensure that motorists using a call box TTY device will not notice any difference in the level of service received and should be unaware that the TTY message being processed by the motorist will now be transmitted to the call box call answering center through RTT technology.

Attachment B-5 included with Attachment B outlines the RTT costs to be included in the Fiscal Year 2024/2025 one year extension.

**Attachment “B”
“Billing Rate Schedule”**

DRAFT

RFP18-1001961 – Attachment “B” Revised – BAFO v3

ATTACHMENT B-1: Phase I SBCTA FSP Survey Program Price Proposal

Provide pricing for CAC services for the SBCTA FSP Survey Program, which should be a flat rate per month and incorporate any fees required to perform the services as further described in the SOW. Initial start-up/implementation fees should be noted separately as provided in the table below, please provide a brief explanation in the notes column as necessary to provide further detail on the associated cost.

TASK 1, SBCTA FSP Survey Program Start-up/Implementation Costs

Description	Cost	Notes
Planning/Design	\$ 2,000	Brainstorming meetings/travel time/design/approval with
Implementation	\$ 4,000	Software System and Reports

SBCTA FSP Survey Program CAC Services Rate

SBCTA operates on a July 1 — June 30 fiscal year (FY). SBCTA anticipates full call box CAC operations to begin during FY 18/19, therefore the rate per call for FY's 18/19 and 19/20 shall be combined as indicated below.

FY	Rate Per Call
FY 18/19 & 19/20	\$ 5.20
FY 20/21	\$ 5.50
FY 21/22	\$ 5.72
FY 22/23	\$ 5.95
FY 23/24	\$ 6.19
One Year Extension FY 24/25	\$ 6.43

I hereby acknowledge that I have included all labor hours, fees, taxes, materials, software/programming:

Proposer: AAMCOM, LLC

Signature of Authorized Person

Date

**ATTACHMENT B-2: Phase II and III Call Box/Mobile Call Box Software
Development Price Proposal form**

Provide a budget for Phase II that breaks down costs for each item listed below as it relates to the SOW. The following notes apply to the cost estimates for Phase I and II:

- All costs listed below should include overhead, burden, or other indirect costs in addition to labor costs, including both Call Answering Center (CAC) staff and subcontracted services, and capital costs for all equipment, including software purchases and programming used solely for the Agencies CAC operations, which will become the assets of the Agencies.
- Please provide a brief explanation in the notes column as necessary to provide further detail on the task and associated cost.

Task Description	Cost	Notes
Task 2: Database and Development of Screens		
A) Call Box CAC Development	\$2000	Customize and adapt existing systems currently in use for LA SAFE/SANDAG/MTC/SBCOG/
B) OCTA Mobile Call Box Development	\$2000	
C) SBCTA/RCTC's Mobile Call Box Development	\$2000	
Task 3: Test Plan and Testing	\$2000	Design and test
Task 4: Schedule and Ownership	\$2000	Project management and staffing
Task 5: CAC Operations Planning & Design	\$2000	Project management and staffing
Task 6: CAC Set-up (Physical Site, Equipment and Software)	\$6000	Expand Licensing IT/Telephony
Task 7: CAC Operations Preparation and Set-up	\$2000	Adapt training material/program reports
Task 8: CAC Test Operations	\$2000	Operations test plan
Task 9: Monitor CAC Operations Post Start-up	\$3000	Inclusive of all locations
Task 10: Implement Remote Messaging System (RMS)*		
2 @ Barstow CHP Comm Center	\$3500	Hardware and Installation
2 @ Border CHP Comm Center	\$3500	Hardware and Installation
2 @ Indio CHP Comm Center	\$3500	Hardware and Installation
2 @ Inland CHP Comm Center	\$3500	Hardware and Installation
1@ Orange CHP Comm Center	\$2000	Hardware and Installation
1 @ RCTA + 1@ OCTA's Office	\$4000	Hardware and Installation
SBCTA's Office	\$2000	Hardware and Installation
PHASE II TOTAL	47,000	

*Costs split for each location as follows:

Barstow CRP -100% SBCTA	Orange CRP -100% OCTA
Border CRP -100% RCTC	OCTA's Offices 100% OCTA
Indio CHP - 50%, SBCTA, 50% RCTC	SBCTA's Offices -100% SBCTA
Inland CHP - 50% SBCTA, 50% RCTC	

I hereby acknowledge that I have included all labor hours, fees, taxes, materials, software/programming, and equipment in this price.

Proposer: AAMCOM, LLC

Signature of Authorized Person

Date

Attachment B-3: PHASE IV Continuing Operations Proposal Form

The payment for continuing operations (Phase III) will be compensated in two methods:

- 1) Call box calls and mobile call box calls will be based on a rate per call.

- 2) Phase III includes the following components and any others necessary that would be included in the price per call as identified in the SOW to successfully operate the CAC:
 - Continue operations, staffing activities
 - Submit monthly reports
 - Monitor program operations and implement any necessary corrective actions
 - As needed, updating training and procedure manuals
 - Ongoing database updates, programming and reporting required to maintain operations
 - Monthly Agency meetings as requested
 - Bi-monthly system tests
 - Profit, overhead, burden, or other indirect costs

The Agencies do not do any predictive modeling to estimate future call volumes, which for call box calls may decrease or diminish all together due to the continued proliferation of cell phones and limitations with call box cellular technology. For the purposes of developing pricing, proposers should reference historical call box statistics in Exhibit H of the RFP and the rate for each Agency shall be included below.

The Agencies operate on a July 1 - June 30 fiscal year (FY). SBCTA anticipates full call box CAC operations to begin during FY 18/19, therefore the rate per call for FY's 18/19 and 19/20 shall be combined as indicated below.

Fiscal Year	Rater Per Call Box Call			Rate Per Mobile Call Box Call		
	SBCTA	RCTC	OCTA	SBCTA	RCTC	OCTA
FY 18/19 & 19/20	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70
FY 20/21	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77
FY 21/22	\$3.85	\$3.85	\$3.85	\$3.85	\$3.85	\$3.85
FY 22/23	\$3.93	\$3.93	\$3.93	\$3.93	\$3.93	\$3.93
FY 23/24	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
One Year Extension FY 24/25	\$6.43	\$6.43	\$6.43	\$6.43	\$6.43	\$6.43

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

Proposer: AAMCOM, LLC

Signature of Authorized Person

Date

Attachment B-4: Annual Spring Cleaning Costs

The RMS locations identified by the Agencies will have RMS equipment as identified in the SOW. Each year, to avoid equipment failure at the RMS locations, the Contractor will be responsible for conducting annual Spring Cleaning. Spring Cleaning will include but not be limited to: checking, cleaning and dusting equipment, ensuring functionality of existing equipment, replacing minor and major hardware components as needed or as agreed upon by the Agencies annually which may include but not be limited to: keyboards, mice, power strips, tablets, hard drives, monitors, etc. Contractor will be responsible for providing a Spring Cleaning schedule and work plan for approval each year to the Agencies. The proposed work plan provided to the Agencies each year will only be implemented upon approval by the Agencies and the associated costs (labor, travel and equipment) shall be billed at actual cost each year for equipment purchases, but shall not exceed the Hourly Labor and Mileage Rates as Contractor has indicated below.

	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Option
						Year 1
						FY 24/25
Work Plan/Schedule: <i>Indicate what and which years you recommend equipment replacement or other work to be performed.</i>	Maint	Maint	Replace	Maint	Maint	Replace
Estimated Number of Hours:	35	35	56	35	35	56
Hourly Labor Rate:	\$66	\$67	\$72	\$74	\$80	\$84
Mileage Rate: <i>Indicate if you intend to use Federal Mileage Rate</i>	Federal					
Other Costs: <i>computers for 7 locations</i>			\$17,000			\$17,000

I hereby acknowledge that I have included all labor hours, fees, taxes, materials, software/programming and equipment in this price.

Proposer: AAMCOM, LLC

Signature of Authorized Person

Date

Attachment B-5: TTY/RTT

Project cost list for the implementation of RTT and rate for answering TTY and RTT calls:

Contract Period	TTY/RTT CALLS SBCTA/RCTC/OCTA
One Year Extension FY 24/25	\$1.50 per min.
	Calls over 15 min. \$23 flat fee

TASK DESCRIPTION	COST	NOTES
Task 1: Planning and Design	\$ 1,820	Planning and Design of SBCTA RTT Project
Task 2: RTT Development	\$ 1,280	Development of Screens/Database -- Customize and adapt existing systems currently in use.
Task 3: Test Plan and Testing	\$ 1,370	Design and test
Task 4: Operations Planning & Design	\$ 1,290	Adapt training material/program reports
Task 5: Operations Preparation and Set-up	\$ 1,130	Agent staffing and training
Task 6: Test Operations	\$ 720	Operations test plan
Task 7: Monitor RTT Operations Post Implementation	\$ 560	Staffing/Call Answering/ Reporting/ Quality Assurance
Total	\$ 8,170	

Proposer: AAMCOM, LLC

Signature of Authorized Person

Date

Contract Summary Sheet

General Contract Information

Contract No: 19-1002101 Amendment No.: 1
 Contract Class: Receivable Department: Air Quality and Mobility
 Customer ID: 03059 Customer Name: Orange County Transportation Authority
 Description: Motorist Assistance Call Answering Center Software Customization and Service
 List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	850,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)		
Current Amendment	\$	56,917.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	906,917.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	906,917.00

Contract Authorization

Board of Directors Date: 6/5/2024 Committee _____ Item # _____

Contract Management (Internal Purposes Only)

State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Receivable

Total Contract Funding: \$ 906,917.00 Funding Agreement No: 19-1002101
 Beginning POP Date: 3/6/2019 Ending POP Date: 6/30/2025 Final Billing Date: 8/30/2025
 Expiration Date: 6/30/2025 Fund Admin: Yes
 Parent Contract 19-1002101 PM Description Motorist Assistance Call Answering Center - OCTA
 Z-Related Contracts This is Z19-1002146 for OCTA, there is also Z19-1002147 for RCTC

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2811	15	0702	0000	42901003	906,917.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Stacey A. Morales Project Manager (Print Name) Steve Smith Task Manager (Print Name)

Additional Notes: Final billing date is advisory. Billing is quarterly.

Contract Summary Sheet

General Contract Information

Contract No: 19-1002101 Amendment No.: 1
 Contract Class: Receivable Department: Air Quality and Mobility
 Customer ID: 01768 Customer Name: Riverside County Transportation Commission
 Description: Motorist Assistance Call Answering Center Software Customization and Service

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	180,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)		
Current Amendment	\$	15,128.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	195,128.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	195,128.00

Contract Authorization

Board of Directors _____ Date: 6/5/2024 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

State/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Receivable

Total Contract Funding: \$ 195,128.00 Funding Agreement No: 19-1002101
 Beginning POP Date: 3/6/2019 Ending POP Date: 6/30/2025 Final Billing Date: 8/30/2025
 Expiration Date: 6/30/2025 Fund Admin: Yes
 Parent Contract 19-1002101 PM Description Motorist Assitance Call Answering Center - RCTC
 Z-Related Contracts This is Z19-1002147 for RCTC, there is also Z19-1002146 for OCTA

Sub-						Sub-					
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2811	15	0702	0000	42902009	195,128.00	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Stacey A. Morales
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

Additional Notes: Final billing date is advisory. Billing is quarterly.

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 19-1002101

BY AND BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,
ORANGE TRANSPORTATION AUTHORITY AND,
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
FOR
THE PROVISION OF MOTORIST ASSISTANCE CALL ANSWERING CENTER
SOFTWARE CUSTOMIZATION AND SERVICES**

This AMENDMENT No. 1 to Cooperative Agreement ("Agreement") No. 19-1002101 is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), whose address is 1170 W 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, Orange County Transportation Authority, ("OCTA"), located at 550 South Main Street, PO Box 14184, Orange, California 92863-1584 and Riverside County Transportation Commission ("RCTC"), located at 4080 Lemon St, Riverside, California 92501 SBCTA, OCTA and RCTC are each a "Party" and collectively the "Parties"

RECITALS

1. On April 25, 2019, the parties, under Cooperative Agreement No. 19-1002101, entered into this Agreement to allocate the costs of paying the CONTRACTORS for the Services under the Primary Agreement (described below); and
2. The Services engaged by SBCTA as set forth in Exhibit "B", SBCTA Contract No. 18-1001961, executed on March 6, 2019 ("Primary Agreement") are effective through June 30, 2024, with five optional term years, and
3. The parties now desire to amend the Agreement to revise the term to June 30, 2025, and increase the not-to-exceed amount for OCTA by \$56,917 for a revised not-to-exceed amount of \$906,917, and to increase the not-to-exceed amount for RCTC by \$15,128 for a revised not-to-exceed amount of \$195,128.

NOW THEREFORE, the Parties agree as follows:

1. Article 1. AGREEMENT TERM, is deleted and replaced in its entirety to read as follows:
"The Agreement shall commence upon execution by the Parties and shall continue in full force and effect through June 30, 2025, concurrent with the Primary Agreement, unless otherwise terminated or extended as provided in this Agreement, except that all indemnity and defense obligations shall survive termination of this Agreement. Should one or all of the option term(s) of the Primary Agreement not be exercised, this Agreement shall terminate."

2. Article 3 COMPENSATION, Paragraph 3.1, is deleted and replaced in its entirety to read as follows:

“Notwithstanding any provisions of this Agreement to the contrary, OCTA and SBCTA mutually agree that the total Agreement Not-To-Exceed Amount is Nine Hundred Six Thousand Nine Hundred Seventeen Dollars (\$906,917), which shall include all amounts payable to the CONTRACTORS as set forth in the Primary Agreement.”

3. Article 3 COMPENSATION, Paragraph 3.2, is deleted and replaced in its entirety to read as follows:

“Notwithstanding any provisions of this Agreement to the contrary, RCTC and SBCTA mutually agree that the total Agreement Not-To-Exceed Amount One Hundred Ninety-Five Thousand One Hundred Twenty-Eight Dollars (\$195,128), which shall include all amounts payable to CONTRACTORS as set forth in the Primary Agreement.”

4. The Recitals set forth above are incorporated herein by this reference.

5. Except as amended by Amendment No. 1, all other provisions of the AGREEMENT shall remain in full force and effect and are incorporated herein by this reference.

6. This Amendment No. 1 to this Agreement shall be made effective upon execution by all parties.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement below

**ORANGE COUNTY
TRANSPORTATION AUTHORITY**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Darrell E. Johnson
Chief Executive Officer

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED

APPROVED TO AS FORM

By: _____
Kirk Avila
General Manager, Express Lanes Programs

By: _____
Juanda Lowder Daniel
Assistant General Counsel

Date: _____

Date: _____

APPROVED AS TO FORM

CONCURRENCE

By: _____
James M. Donich
General Counsel

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Date: _____

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Best, Best & Krieger, LLP
General Counsel

Date: _____