

AMENDMENT # 4 TO AGREEMENT FOR MICROTRANSIT SERVICES

River North Transit, LLC (“**Consultant**”), a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”) and the City of Norman, a municipal corporation (“**Customer**” and, together with Via, the “**Parties**”) have entered into that certain agreement titled AGREEMENT FOR MICROTRANSIT SERVICES dated June 27, 2023 and modified by Amendment #1 dated August 8, 2023, Amendment #2 dated April 23, 2024, and Amendment #3 dated July 9, 2024 (together, the “**Agreement**”). Upon execution of this Amendment #4 (the “**Amendment**”), the Parties agree to modify the Agreement as follows:

- I. **Amendment.** “Section 12. Term of Agreement” of the Agreement is modified to read as follows:

This Agreement shall be signed on June 27, 2023. Microtransit service shall commence beginning August 21, 2023 and conclude after June 30, 2026, contingent on funds being available each fiscal year.

- II. **Amendment.** Subsection a of Section 14 (“Compensation”) of the Agreement is modified to read as follows:

- a. City agrees to pay Consultant in an amount not to exceed \$2,243,470.00, subject to future appropriation, for services outlined in Exhibit A.

- III. **Amendment.** Subsection a of Section 39 (“Notices”) of the Agreement is modified to read as follows:

- a. Any notices to Consultant may be delivered personally or by mail addressed to River North Transit, LLC, 114 5th Avenue, Floor 17, New York, NY 10011, Attention: Michael Vaccarino, Manager.

- IV. **Amendment.** The first paragraph of Section 2 (“Duration & Launch Date”) of Exhibit A of the Agreement is modified to read as follows:

The duration of the Pilot shall conclude after June 30, 2026 (the “**Initial Term**”), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

- V. **Amendment.** The last sentence of the first paragraph of Section 3 (“Fees”) of Exhibit A of the Agreement is modified to read as follows:

The total contract value shall not exceed \$2,243,470.00 for the Initial Term.

VI. **Amendment.** Section 3 (“Fees”) of Exhibit A of the Agreement is modified by replacing the first table therein with the following table:

Norman, OK: Via Total Not-to-Exceed Contract Value				
	Price per Driver Hour	Total Price (Original 24-Month Contract)	Total Price (10-Month + 10 Days Extension)	Total Price
Fixed (Upfront Costs)	N/A	\$83,078	\$0	\$83,078
Additional Wrapped WAV	N/A	\$16,370	0	\$16,370
Total Upfront Cost		\$99,448	\$0	\$99,448
Project Management & Other Operations*	\$32.83	\$502,693	\$239,564	\$742,257
Driver Pay (Incl. WAV)	\$56.11	\$859,156	\$409,441	\$1,268,597
Customer Service	\$5.89	\$90,188	\$42,980	\$133,168
Total Cost per Driver Hour	\$94.83	\$1,452,037	\$691,985	\$2,144,022
Total Not-to-Exceed Cost to Norman, OK		\$1,551,485	\$691,985	\$2,243,470
Note: Pricing excludes all taxes and assumes service hours of August 21, 2023 to May 11, 2024, and August 19, 2024 to May 10, 2025 - 7:00 PM to 1:00 AM on Monday through Wednesday; 7:00 PM to 3:00 AM on Thursday through Saturday; 10:00 AM to 6:00 PM on Sundays. All other days during the term of the Agreement 7:00 PM to 1:00 AM on Monday through Saturday; 10:00 AM to 6:00 PM on Sundays. • Includes IT hosting, technology access, operations support, and other miscellaneous costs.				
<u>Driver Hours Summary:</u>				
Total Implied Driver Hours		15,312	7,297	22,609
Total Implied Driver Hours (Weekly) August 21, 2023 - April 30, 2024		137		
Total Implied Driver Hours (Weekly) May 1, 2024 - August 20, 2025		152		
Total Implied Driver Hours (Weekly)			163	152
<u>Service Hours Summary:</u>				
Total Implied Service Hours		5,056	2,199	7,255
Total Implied Service Hours (Weekly)		49	49	49

- VII. **Amendment.** “Appendix 1 to Service Order” of the Agreement is modified by replacing the first table labeled “Exhibit 1.” with the following table:

Core Team	
Director of Public Works	Scott Sturtz
Transit and Parking Program Manager	Taylor Johnson
Transit Planner and Grants Specialist	Jason Huff
Administrative Technician III	Danielle Clark

- VIII. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #4 will be governed by the same law as the Agreement and is effective as of August 21st, 2025.

IN WITNESS WHEREOF, THE CITY OF NORMAN and RIVER NORTH TRANSIT, LLC have executed this Amendment #4 of the Agreement.

DATED this ____ day of _____, 2025.

The City of Norman
(CITY)

River North Transit, LLC
(CONSULTANT)

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Attest:

City Clerk

APPROVED as to form and legality this ____ day of _____, 2025.

CITY ATTORNEY