

City of Norman
K-2223-164 Amend. #3

AMENDMENT #3 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, and Amendment #2 dated April 23, 2024 (together, the “**Agreement**”). Upon execution of this Amendment #3 (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 August 20, 2025, contingent on funds being available each fiscal year.

- II. **Amendment.** “Section 14. Term of Agreement” of the Agreement is modified to read as follows:

- a. City agrees to pay Consultant in an amount not to exceed \$1,551,484.96, subject to future appropriation, for services outlined in Exhibit A.

- III. **Amendment.** “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 Attention: Dillon Twombly, 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 August 20, 2025 (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 \$1,551,484.96 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

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Fixed (Upfront Costs)	N/A	\$83,078
Additional Wrapped WAV		\$16,370
Total Upfront Cost		\$99,448
Project Management & Other Operations*	\$32.83	\$502,693
Driver Pay (Incl. WAV)	\$56.11	\$859,156
Customer Service	\$5.89	\$90,188
Total Cost per Driver Hour	\$94.83	\$1,452,036
Total Not-to-Exceed Cost to Norman, OK		\$1,551,485
<p>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.</p> <ul style="list-style-type: none"> Includes IT hosting, technology access, operations support, and other miscellaneous costs. 		
<u>Driver Hours Summary:</u>		
Total Implied Driver Hours		15,312
Total Implied Driver Hours (Weekly) August 21, 2023 - April 30, 2024		137
Total Implied Driver Hours (Weekly) May 1, 2024 - August 20, 2025		152
<u>Service Hours Summary:</u>		
Total Implied Service Hours		5,056
Total Implied Service Hours (Weekly)		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	As designated by City Manager
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 #3 will be governed by the same law as the Agreement and is effective

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as of July 9th, 2024.

IN WITNESS WHEREOF, THE CITY OF NORMAN and RIVER NORTH TRANSIT, LLC
have executed this Amendment #3 of the Agreement.

DATED this __ this day of _____, 2024.

The City of Norman
(CITY)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

River North Transit, LLC
(CONSULTANT)

DocuSigned by:
Signature Dillon Twombly
3D9717A739E245B

Name Dillon Twombly

Title Manager

Date 6/18/2024

APPROVED as to form and legality this 5th day of July, 2024.

[Signature]
CITY ATTORNEY