

AMENDMENT NO. 2 TO CONTRACT NO. K-1819-150

This Amendment No. 2 to Contract No. K-1819-150 is made and entered into this _____ day of _____, 2019, by and between the Board of Regents of the University of Oklahoma (University) and the City of Norman, Oklahoma, a municipal corporation (City).

WITNESSETH:

WHEREAS, on June 25, 2019, City approved Contract No. K-1819-150, a Service Agreement for University's provision of transition public transportation services to City during the term of July 1, 2019, through August 3, 2019;

WHEREAS, on July 30, 2019, City approved Amendment No. 1 to K-1819-150 for University's provision of additional transition public transportation services to City during the term of August 5, 2019, through the later of either October 1, 2019, or a subsequent date no later than October 15, 2019, if agreed upon by University and City;

WHEREAS, the parties agree the University's obligations to provide transition public transportation services to City as set forth in Amendment No. 1 to K-1819-150 shall terminate on October 1, 2019; and

WHEREAS, City desires University to continue performing certain transition services related to the maintenance of City's public transportation fleet, and University desires to continue performing said maintenance services in accordance with the terms, conditions, and payment scheduled set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises herein set forth, the parties do hereby covenant and agree to reaffirm all provisions of Contract No. K-1819-150 and Amendment No. 1 to K-1819-150 except with regard to the sections identified below, which shall be replaced in their entirety with the following:

SECTION 1. SCOPE OF WORK

This section shall be amended to provide that past October 1, 2019, and through the earlier of either June 30, 2020, or when **City** vacates the premises located at 510 Chesapeake Street (known as the OU Transportation Operations Center), **University** may provide maintenance services related to maintenance of **City's** public transportation fleet as needed and mutually agreed upon by **University** and **City**. Should this **Agreement** extend past June 30, 2020, it shall be auto renewable annually subject to annual appropriation of sufficient funding by the Board of Regents of the University and the Norman City Council or unless either party provides notice of termination in accordance with the amended termination provisions outlined below in Section 6.

SECTION 3. PAYMENT

This section shall be amended to provide that if University provides public transportation fleet maintenance services to City past October 1, 2019, City shall pay University for such services as follows:

For the maintenance of the **City's** buses, **City** agrees to pay **University** One Hundred Five Dollars (\$105.00) per actual maintenance working hour. **University** shall notify **City** and obtain pre-authorization before undertaking any major big ticket repair, to include engine repair or a repair costing more than Twenty Thousand Dollars (\$20,000.00), on a fixed route bus. The City Manager shall have the authority to approve such major big ticket repairs as needed up to a cumulative maximum amount of Two Hundred Thousand Dollars (\$200,000.00).

City agrees to pay **University** additional markup associated with indirect costs and overhead at the same rate charged to University departments. More specifically:

- markup on sublets – 15%
- markup on parts – 35%

Other shop fees that may apply (cost per work order) :

- shop supply fee – 10% of total labor cost
- uniform service fee - \$7
- technology/shop diagnostic computer fee – \$75
- tire recycling fee – \$2 per tire
- EPA/environmental services fee – \$4
- shop truck fee - \$10
- wheel weight fee - .50 per weight

Fuel:

- .10 per gallon gasoline
- .40 per gallon diesel
- .50 per gallon CNG

SECTION 5: LIABILITY AND INSURANCE

Each party shall be liable for its own negligent acts, subject to the limitations of liability of the Oklahoma Governmental Tort Claims Act.

SECTION 6. TERMINATION

This section shall be amended to provide that either party may terminate the specific provisions of Amendment No. 2 to Contract No. K-1819-150 by providing ninety (90) days' written notice to the other party. The non-terminating party retains the right to waive the ninety (90) days' notice.

All other provisions of Contract No. K-1819-150 and Amendment No. 1 to Contract No. K-1819-150, except for those specifically listed above, shall remain in full force and effect.

IN WITNESS THEREOF, this agreement is entered into the _____ day of _____, 2019.

**BOARD OF REGENTS OF
THE UNIVERSITY OF OKLAHOMA**

CITY OF NORMAN, OKLAHOMA

Eric Conrad
Vice President for Operations

Mayor Breea Clark

Attest: _____
Brenda Hall, City Clerk

APPROVED as to form and legality this 18th day of September, 2019.

Kristina L. Bell
Kristina L. Bell, Assistant City Attorney