

**SERVICE ORDER NO. 4 UNDER THE
SUPPLEMENTAL SERVICES PILOT MASTER SERVICES AGREEMENT**

UTA Contract No. 24-038431

**PROVIDING SUPPLEMENTAL BUS BRIDGE SERVICE FOR STATE OF GOOD REPAIR (SGR)
RAIL PROJECTS AND ON-CALL SERVICES**

RECITALS

WHEREAS, on July 1, 2024, UTA entered into a Master Services Pool Agreement for Supplemental Services: and

WHEREAS, on August 21, 2024 UTA issued Service Order 01 for Providing Supplemental Ski Services (2024-2025); and

WHEREAS, on April 3, 2025 UTA issued Service Order 02 for Providing Supplemental Bus Bridge Service for State of Good Repair (SGR) Rail Projects and On-Call Services; and

WHEREAS, on August 18, 2025 UTA issued Service Order 03 for Providing Supplement Ski Services (2025-2026); and

WHEREAS, UTA desires to initiate state of good repair (SGR) service and on-call service for calendar year 2026; and

WHEREAS, UTA and the Contractor now desire to amend the Agreement as set forth herein.

1. Purpose

On February 12, 2026, *Innovative Transportation Solutions, Inc. dba The Driver Provider*, (“*The Driver Provider*”, or “*Contractor*”) and the Utah Transit Authority (“*UTA*” or “*Customer*”), hereinafter collectively referred to as the “**Parties**,” entered into an agreement entitled Master Service Agreement (the “**MSA**”), Service Order 4.

By this Service Order No. 4, the Parties agree to implement supplemental bus bridge service for state of good repair (SGR) rail projects and on-call services as follows:

This service order initiates new supplemental bus service under the Master Services Agreement (MSA). It entails deploying bus "bridge" service when UTA's rail lines are intermittently shut down for repairs. Additionally, this service order allows for on-call needs.

2. Service Implementation Plan ("SIP")

The Parties shall reference The Driver Provider's Technical Proposal submitted for UTA's RFP #24-038431PP for SIP requirements. This Service Order updates the SIP as needed.

3. Timing and Terms

This Service Order shall be effective immediately upon signing ("Effective Date"). The duration of the Service Order is until December 31, 2026, inclusive, following the Effective Date.

The duration of the bus bridge service for SGR rail closures shall align with the identified closure dates for rail line work as outlined in the service schedule provided to The Driver Provider (Exhibit A). Bus bridge deployment dates are tentative and subject to change as directed by UTA.

The Driver Provider shall remain available for one calendar day after each project completion date to accommodate unanticipated circumstances (i.e. inclement weather or safety concerns) that delay project completion. With written notice, UTA may cancel uninitiated bus bridge deployments up to 48 hours in advance of scheduled project start without penalty.

Deployments underway may conclude early if construction activities are completed ahead of schedule. In such cases, UTA will provide the Contractor with at least 24 hours of written notice prior to service. UTA will not pay for any services terminated with more than 24 hours of notice due to early project completion (hours scheduled but not performed will not be considered billable hours). If less than 24 hours of written notice is provided prior to services, The Driver Provider may negotiate partial compensation up to but not exceeding 50% of scheduled work that was terminated.

All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order conflicts with the general terms of the MSA, the specific term in this Service Order shall take precedence. The MSA as well as all amendments and addendums thereto remain in full force and effect as supplemented by this Service Order.

4. Service Fees

UTA shall be charged according to the payment structure outlined in the table below. The rate for each regular driver hour shall be **\$282.00**, calculated as a \$214.79 base rate plus an SGR surcharge of \$67.21. These hourly rates include, but are not limited to, driver pay, driver training, insurance, fuel, vehicle lease costs, vehicle cleaning, vehicle maintenance and repairs, service expenses, live customer support, and other project operations.

Service Fees	
<i>Maximum Service Hours</i>	<i>15,293</i>
<i>Fully Loaded Cost per Hour</i>	<i>\$282.00</i>
Subtotal	\$4,312,626.00
<i>Project Contingency (10%)</i>	<i>\$431,262.60</i>
<i>One-Time Capital Costs</i>	<i>\$75,000.00</i>
Total NTE Amount	\$4,818,888.60

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved. The not-to-exceed (NTE) total compensation for performance for the duration of this Service Order is \$4,818,888.60.

Contingency expenses, including the use of contingency service hours, will only be used through prior written authorization by UTA.

Fees as incurred at the end of each month will be invoiced to UTA by The Driver Provider on or around the 15th of each month.

Should changes in applicable federal, state, or local law result in a significant change in The Driver Provider's costs, either an increase or decrease, The Driver Provider or UTA may opt to renegotiate the ongoing service hour fees or service hours.

Any new regulatory fees imposed by a governmental entity related to the service will be charged as a pass-through cost contingent on UTA's advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses to offset these additional fees.

INNOVATIVE TRANSPORTATION SOLUTIONS, INC.	UTAH TRANSIT AUTHORITY
<p>Innovative Transportation Solutions, Inc. dba The Driver Provider, Vice President of Sales Kendra Kaplan</p> <p>DocuSigned by:  4B9D34799A6E4A6... Date: 1/21/2026</p>	<p>Executive Director Jay Fox</p> <hr/> <p>Date:</p> <p>Chief Planning and Engagement Officer Nichol Bourdeaux</p> <hr/> <p>Date:</p> <p>IMS Director Hal R. Johnson</p> <hr/> <p>Date:</p> <p>Assistant Attorney General UTA Counsel, Mike Bell</p> <p>DocuSigned by:  70E33A415BA44F6... Date: 1/21/2026</p>

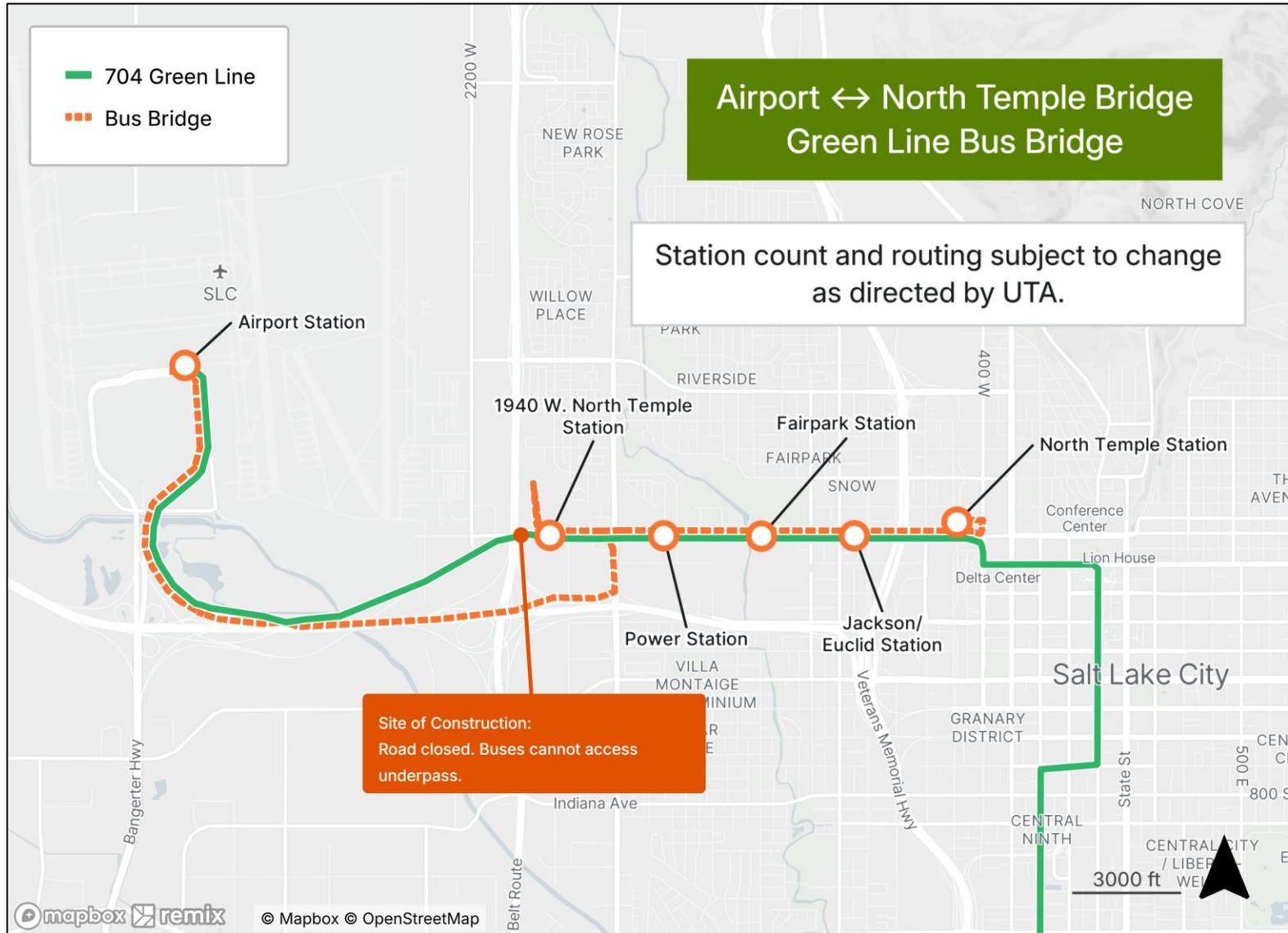
Exhibit A - Tentative Deployment Schedule

ID	Project	Impacted Rail Line	Tentative Duration (days)	Tentative Dates	Transit Buses Required	Maximum Deployment Hours
1	March UDOT North Temple Bridge Construction (2 of 5)	Green	2	TBD, March	7	241
2	Decker Lake OCS Pole Foundation	Green	3	March 26-28	4	246
3	Rain Lily OCS Foundations	Red	5	May 3-7	6	550.5
4	Yellowstone Interlocking, Union Interlocking, 2100 S GC	Red, Blue, Green	28	May 24-Jun 20	16	7852
5	600 S Grade Crossing	Red, Blue, Green	7	Jul 5-11	14	1678
6	July UDOT North Temple Bridge Construction (3 of 5)	Green	2	TBD, July	7	241
7	East 9th Ave Curves SGR	Red	22	Jul 25 - Aug 15	8	3292
8	Aug. UDOT North Temple Bridge Construction (4 of 5)	Green	2	TBD, Aug	7	241
9	Decker Lake OCS Pole/Wire	Green	2	Sep 5 - Sep 6	4	160
10	Oct. UDOT North Temple Bridge Construction (4 of 5)	Green	2	TBD, October	7	241
11	Rain Lily OCS Pole/Wire	Red	5	Oct. 14-18	6	550.5
Totals			80			15293

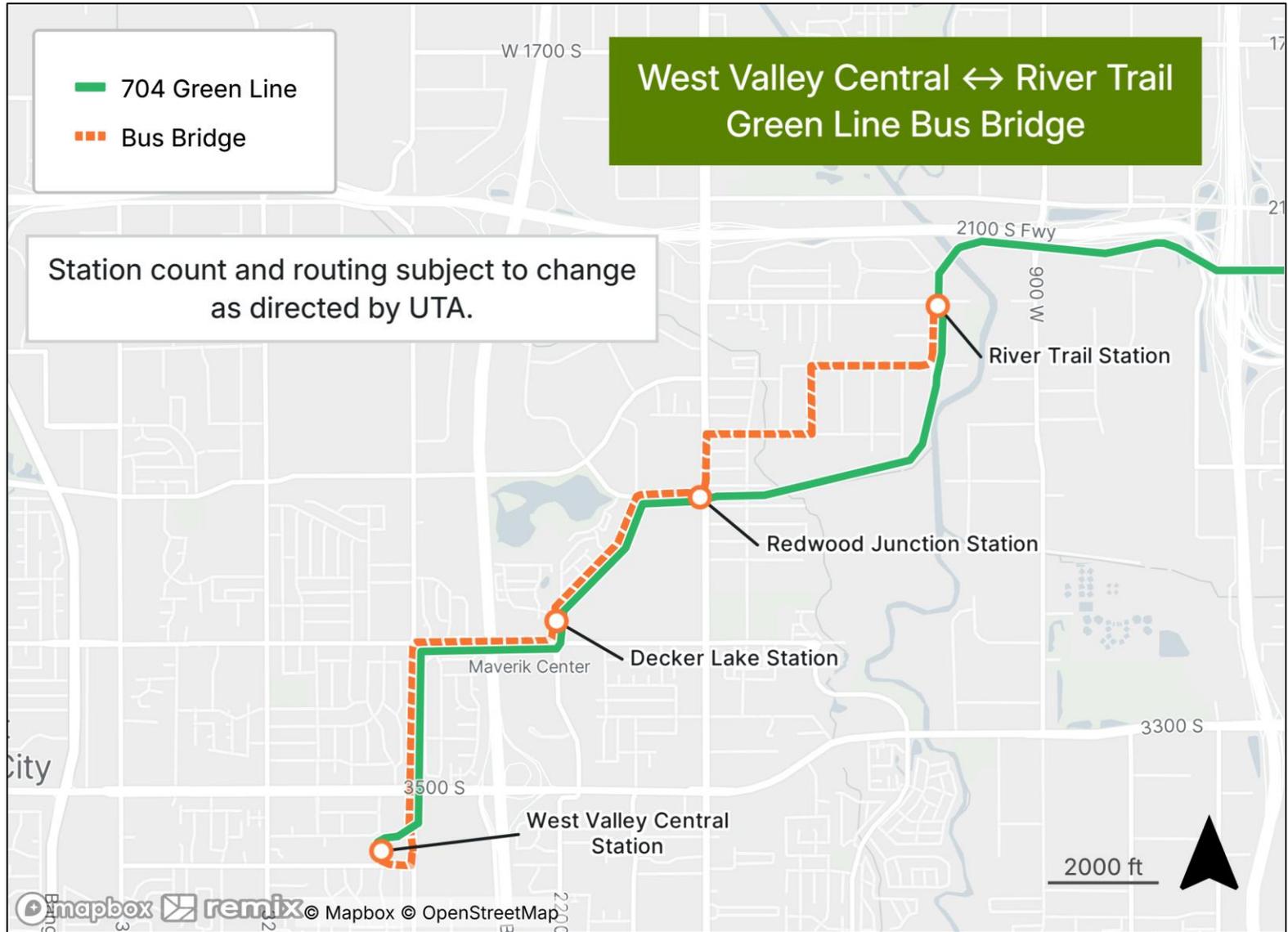
Assumptions:

1. **Shuttle Service:** Bus bridge vehicles will operate as a shuttle, stopping at each affected rail line station. Bus bridge vehicles will not attempt to align with the rail line schedule.
2. **Anticipated Service Hours:** UTA TRAX typically operates for about 20 hours a day (approximately 4:30 AM to 12:15 AM). This estimate assumes bus bridge services will match the rail operating schedule.
3. **Anticipated Vehicle Requirement:** Required vehicles are estimated based on the service span and length of bus bridge routing. Additional buses for peak hour demand are factored into this cost estimate. More complex closures (e.g., multiple lines or several stations affected) require more vehicles.

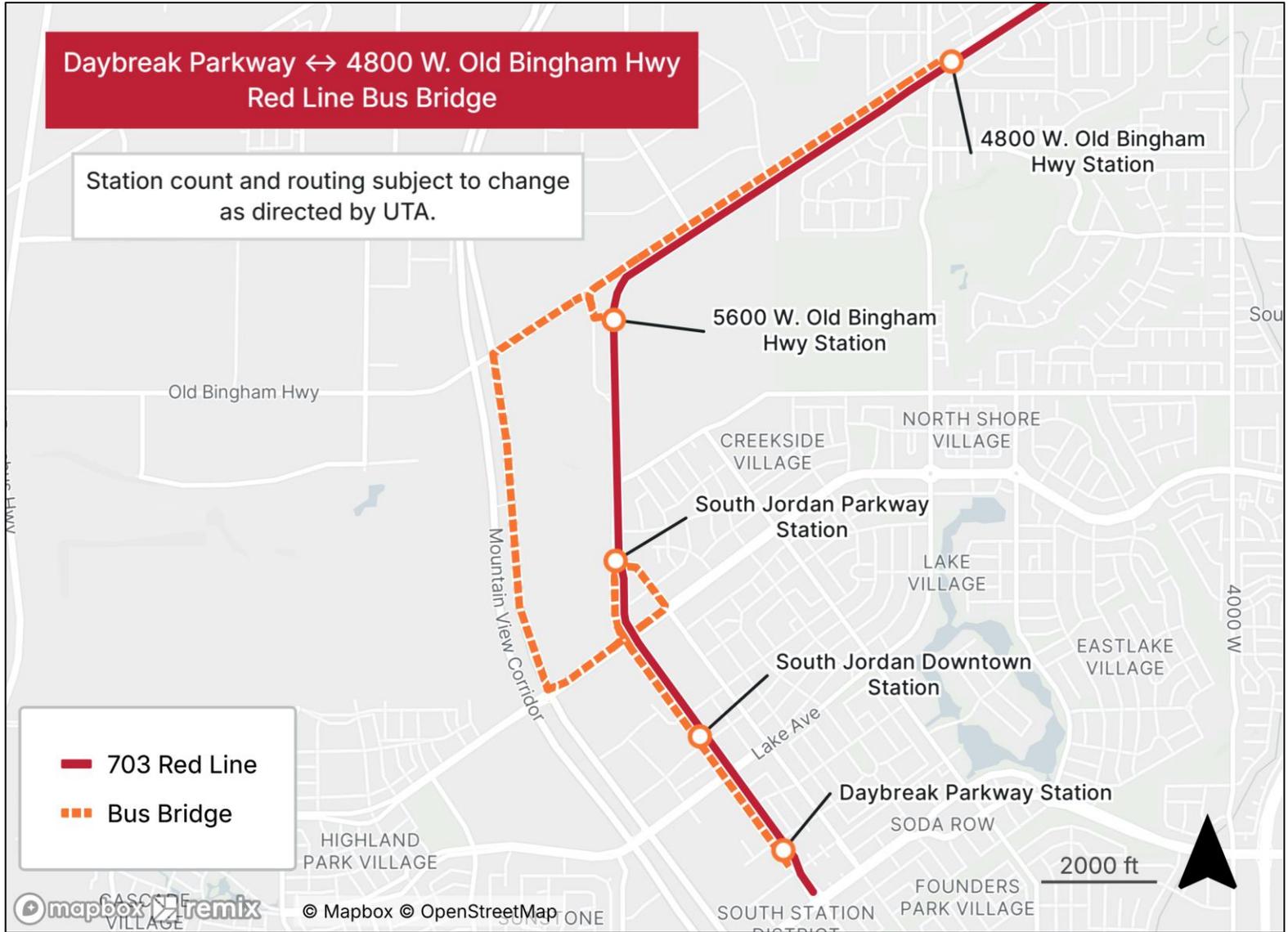
Exhibit B - Tentative Bus Bridge Service Areas Project IDs: 1, 6, 8, 10



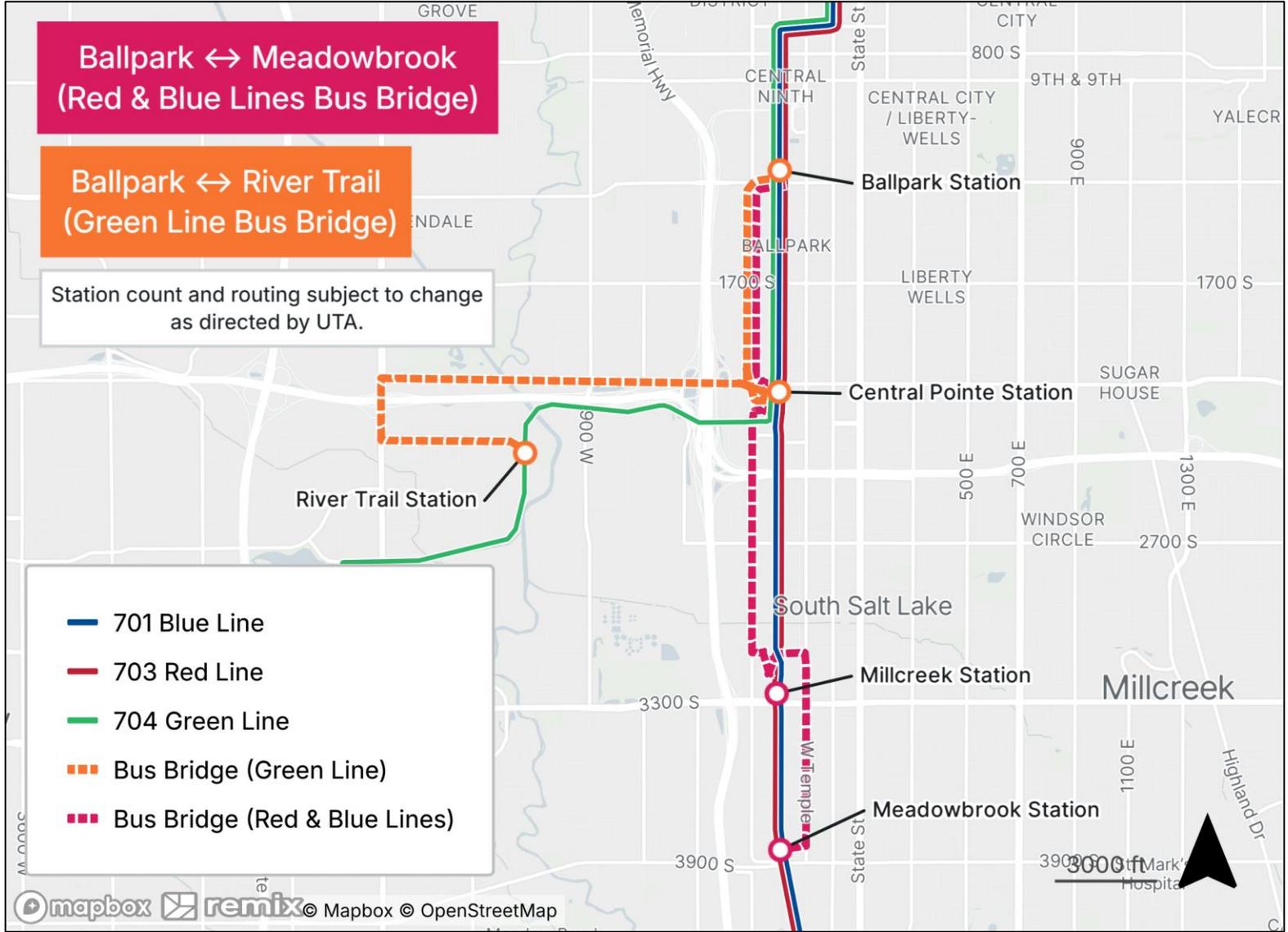
Project ID: 2, 9



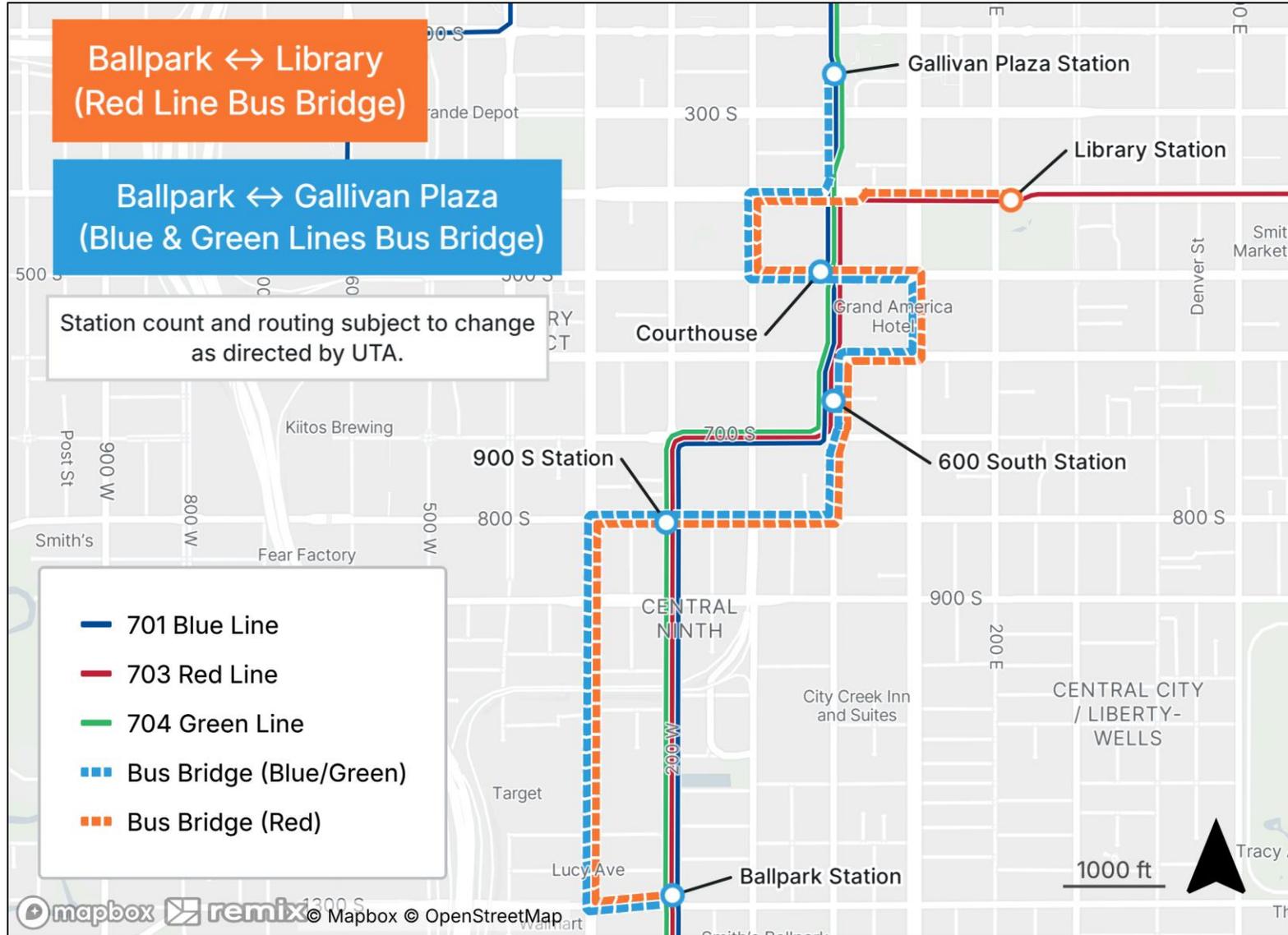
Project IDs: 3, 11



Project ID: 4



Project ID: 5



Project ID: 7

