

**SERVICE ORDER NO. 1 UNDER THE  
MASTER SERVICES POOL AGREEMENT FOR SUPPLEMENTAL SERVICES PILOT  
UTA Contract No. 24-038431  
PROVIDING SUPPLEMENTAL SKI SERVICE**

**1. Purpose**

On July 1, 2024, *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 1.

By this Service Order No. 1 (**Service Order**), the Parties agree to implement supplemental ski service as follows:

**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, 2025, inclusive, following the Effective Date.

The duration of the supplemental ski service shall last for a period of approximately 5 (five) months, initiating on the first scheduled service day of December 8, 2024 through the last scheduled service day of April 13, 2025, inclusive, following the Effective Date (the “Initial Term”), subject to year-by-year extensions based on mutual agreement of the Parties.

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**

The table below outlines the payment structure, in which UTA would be charged a rate of \$214.79 per driver hour. 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.

	<b>Traditional Bus or High-Capacity ADA Compliant Cutaway</b>
<b>Total Hourly Rate</b>	\$214.79
<b>Hours</b>	5,300
<b>Service Cost</b>	\$1,138,387 (Rate x hours)
<b>One-Time Start Up Fees</b> If applicable	N/A
One time capital for chains, extra vehicle climate control, UTA branding and UTA fare collection (UTA estimates \$15k per vehicle)	\$90,000 (\$15K x number of vehicles provided)
<b>Service cost subtotal</b>	<b>\$1,228,387</b>
Owner directed added service hours (up to 2000 hours)	\$429,580
<b>Not to Exceed Total</b>	<b>\$1,657,967</b>

Owner directed hours will only be used through written authorization by UTA. Hours will be used as needs are identified by UTA. Owner directed hours could be up to 2,000 hours, with an estimated cost of \$429,580 at the per driver rate of \$214.79.

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 \$1,657,967.

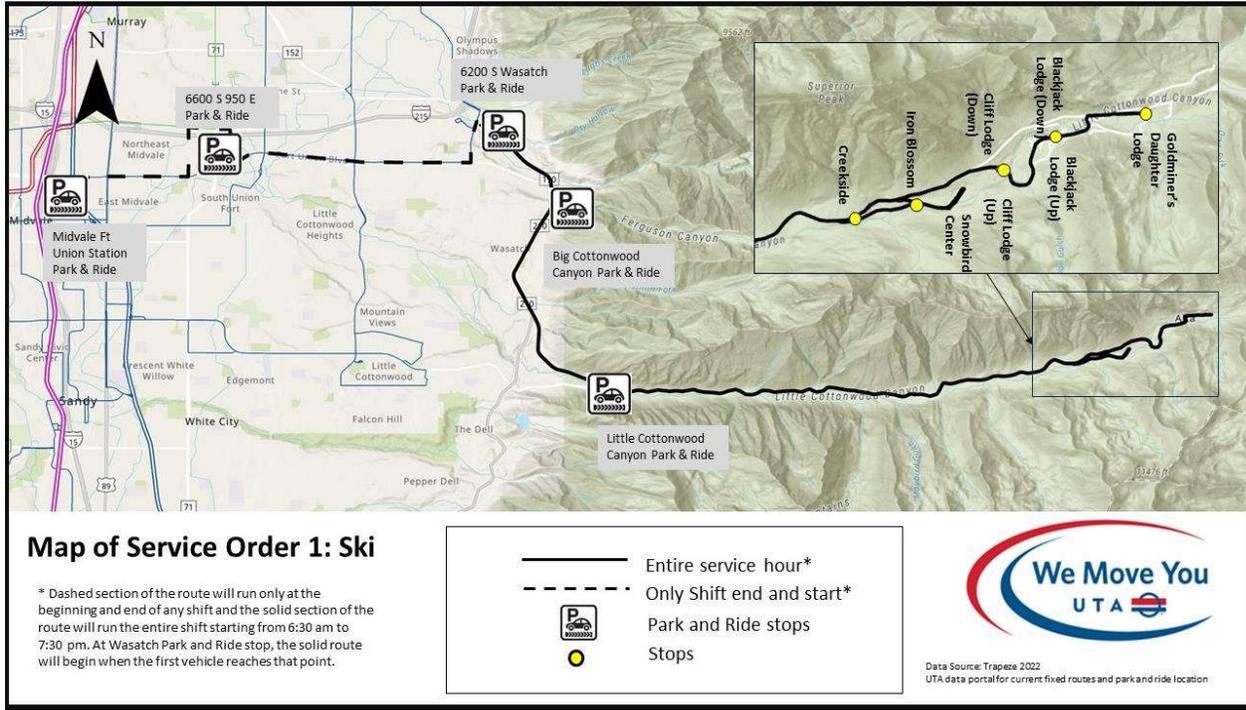
Fees as incurred at the end of each month will be invoiced to UTA by *The Driver Provider* on or around the 15th of each month.

Should changes in applicable federal, state, 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 advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses in order to off-set these additional fees.

Insert Vendor's Name , INC.	UTAH TRANSIT AUTHORITY
<p>DocuSigned by: <i>Kendra Kaplan</i> Kendra Kaplan Innovative Transportation Solutions, Inc. dba The Driver Provider</p> <hr/> <p>Date: July 1, 2024</p>	<hr/> <p>Jay Fox Executive Director</p> <hr/> <p>Date:</p> <hr/> <p>Nichol Bourdeaux Chief Planning and Engagement Officer</p> <hr/> <p>Date:</p> <hr/> <p>Hal Johnson IMS Director</p> <hr/> <p>Date:</p> <hr/> <p>Recommending Shaina Quinn, Program Manager</p> <hr/> <p>Date:</p> <p>DocuSigned by: <i>Mike Bell</i> Mike Bell Assistant Attorney General UTA Counsel</p> <p>7/19/2024</p> <hr/> <p>Date:</p>

## Appendix A Service Map



Service from the TRAX station would only be for trips starting and ending the service: 3-4 trips in the morning (beginning of service) and 3-4 trips in the evening (end of service). We are estimating for a total of 5300 hours of service. We are trying to serve employees getting to work early in the day and returning home at night. The service will primarily operate from Big Cottonwood Canyon Park and Ride lot to Little Cottonwood Canyon ski resorts.