

**SERVICE ORDER NO. 2 UNDER THE  
MASTER SERVICES POOL AGREEMENT FOR BUS BRIDGE SERVICE PILOT  
UTA Contract No. 24-038431-2  
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 Supplement Ski Services; and

WHEREAS, UTA desires to initiate state of good repair (SGR) service; and

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

**1. Purpose**

By this Service Order No. 2 the Parties agree to implement supplemental bus bridge service for state of good repair (SGR) rail projects as follows:

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

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**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.

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**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 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 (Appendix A). The Driver Provider shall remain available for one calendar day after scheduled rail line work completion date to accommodate unanticipated circumstances (i.e. inclement weather or safety concerns) that delay project completion.

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.

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**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 [REDACTED], calculated as a [REDACTED] base rate plus an SGR surcharge of [REDACTED]. 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>Not to Exceed</b>
<b>State of Good Repair Bus Bridges</b>	[REDACTED]
<b>Contingency Services</b>	
<i>Supplemental Service, On Call</i>	[REDACTED]
<b>Total NTE Estimate</b>	<b>\$1,500,000.00</b>

These fees exclude unanticipated, on-call maintenance and repairs. The Driver Provider charges this to UTA as a passthrough contingency cost.

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 \$1,500,000.00.

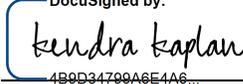
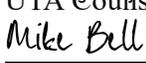
Contingency services will only be provided if this Service Order is formally amended and approved by UTA.

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.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

INNOVATIVE TRANSPORTATION SOLUTIONS, INC.	UTAH TRANSIT AUTHORITY
<p>Innovative Transportation Solutions, Inc. dba The Driver Provider, Vice President of Sales Kendra Kaplan DocuSigned by:  489D34799A6E4A6... Sales Manager 3/6/2025</p>	<p>Executive Director Jay Fox  _____ Date: Chief Planning and Engagement Officer Nichol Bourdeaux  _____ Date: IMS Director Hal R. Johnson  _____ Date: Assistant Attorney General UTA Counsel, Mike Bell  70E33A415BA44E6 Date: 3/6/2025</p>

## Appendix A

### Project Summary by SGR Event

Project Count	Bus Bridge(s)	Start Date	End Date (Inclusive)	# of Days	SGR Project	Est. Hours
<b>1a</b>	Ballpark to Gallivan Plaza	5/3/2025	5/9/2025	7	500 S. Grade Crossing	1,624
<b>1b</b>	Ballpark to Library	5/3/2025	5/9/2025	7	500 S. Grade Crossing	
<b>2</b>	Murray North to Fashion Place	8/22/2025	8/24/2025	3	5900 South Grade Crossing	488
<b>3</b>	Sandy Civic Center to Midvale Center	9/14/2025	9/22/2025	9	9000 South Grade Crossing	898
<b>4</b>	Murray Central to Meadowbrook	10/6/2025	10/11/2025	6	Fireclay/Central Ave	1,230
	<b>TOTALS</b>	5 Bridge Events	-	25*	4 Projects	4,240

\*The days of 1a and 1b overlap each other but the total days are 25

**Assumptions:**

1. **Anticipated Service Hours:** Light rail typically operates about 20 hours a day (approximately 5:00 AM to 12:00 AM). This estimate assumes bus bridge services will match the rail operating schedule. Buses are to remain in service for 30 minutes after the final train of each operating day. 20-hour service days (19 hours on Sundays) were used to estimate service cost totals. Contractor must remain available for maximum bus bridge service for one day beyond scheduled completion date to accommodate for unanticipated delays to rail line work.
2. **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.
3. **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.

**Appendix B**  
**Bus Bridge Locations**  
**Exact Routing Subject to Contractor Discretion**

**1a. Ballpark to Gallivan (Green/Blue)**



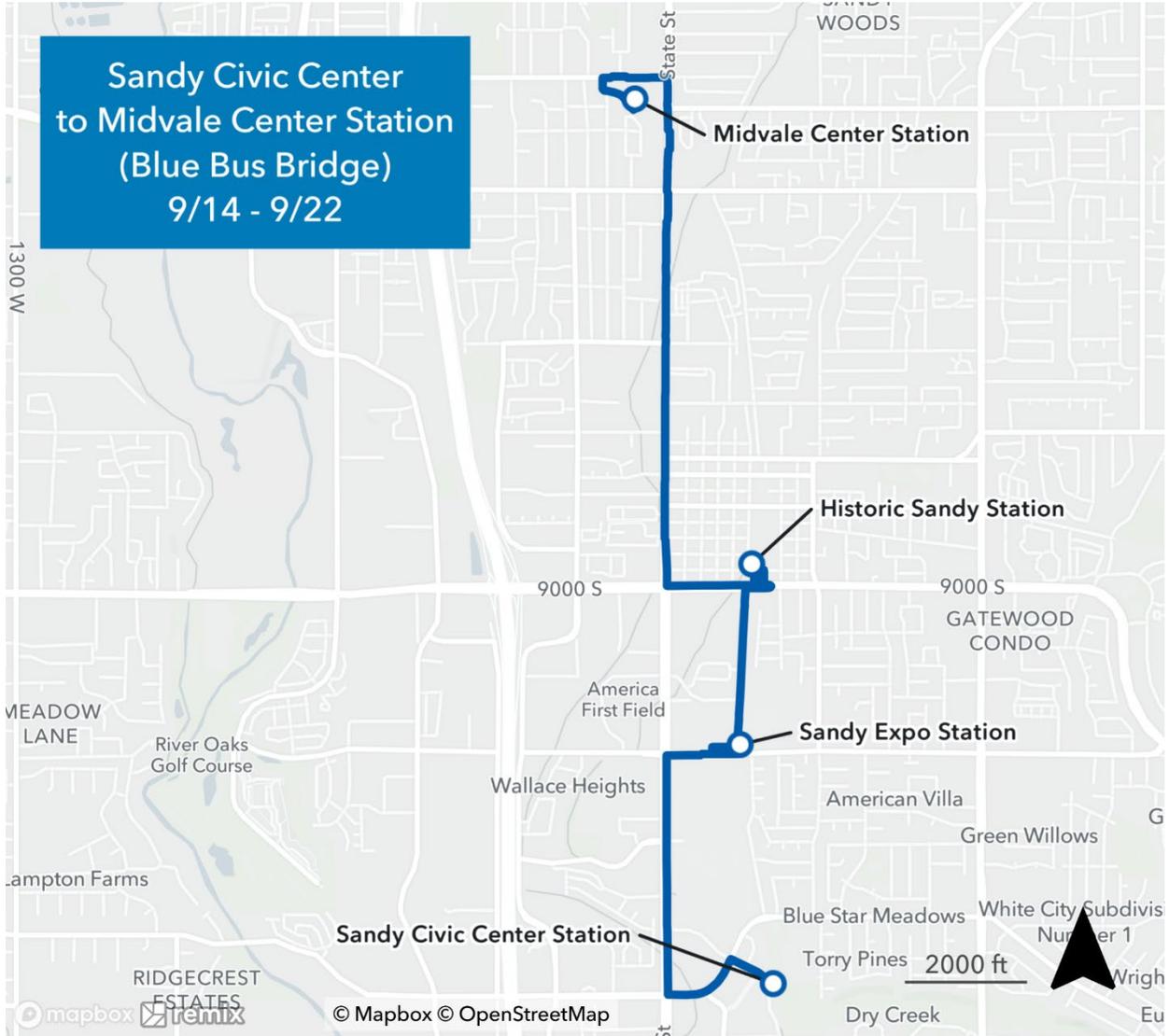
### 1b. Ballpark to Library (Red)



## 2. Murray North to Fashion Place



### 3. Sandy Civic Center to Midvale Center



### 4. Murray Central to Meadowbrook

