

Amendment No. 2

Contract No. PA-2021-001-SRCB

Between

PROTERRA OPERATING COMPANY, INC.

and

THE CITY OF SANTA ROSA

This Amendment No. 2 to Contract No. PA-2021-001-SRCB (“Second Amendment”) is made and entered into as of the date executed by the City of Santa Rosa, a chartered municipal corporation (herein “SANTA ROSA CITY BUS”), located at 45 Stony Point Road, California 95401, and Proterra Operating Company, Inc. (“Proterra”), a Delaware Corporation having its principal office at 1815 Rollins Road, Burlingame, CA 94010, hereinafter referred to as the “Contractor”. Santa Rosa City Bus and Contractor are sometimes individually referred to as “Party” and collectively as “Parties”.

WHEREAS, on October 13, 2021, the Parties entered into a Contract No. PA-2021-001- SRCB (“Contract”) wherein the Contractor agreed that it would manufacture and deliver four (4) 40-foot ZX5 Buses (hereinafter “Buses”) to Santa Rosa City Bus; and

WHEREAS, on April 6, 2022, the Parties entered into a First Amendment to modify the Contract to alter the options tracker to remove the convex rearview mirror and the Motorola radio and to adjust the seat pricing. The sub total of the Bus unit price is changed to \$710,247. The total price of all four Buses without auxiliary items is \$2,840,988; and

WHEREAS, as stated in section 1(C) of the October 13, 2021 version of the Contract, the Parties originally planned to execute a Lease Agreement for four (4) six-packs of Batteries for the four (4) Buses the City has ordered; and

WHEREAS, Santa Rosa City Bus now desires, and Contractor has agreed, for Santa Rosa City Bus to instead purchase all Bus Batteries outright, each Bus Battery costing approximately \$294,000.00 and increasing the price per Bus to \$1,004,247.00, to purchase an extended warranty for each Bus, costing \$78,750.00, and to modify the price and warranty terms of the Contract, such that the new total price per Bus for four buses will be \$1,082,997, which includes the cost of purchasing Batteries with extended warranty, and the revised total price for all Buses, including the Batteries and extended warranty purchase, will be \$4,331,988; and

WHEREAS, on July 28, 2022, Santa Rosa City Bus had a final Triennial Review report from the FTA, and in connection with that review, Santa Rosa City Bus desires to include two clauses into the contract related to the FTA requirement, and the parties desire that the addition of both these clauses relate back to the date the Contract was originally signed.

NOW THEREFORE, the Parties agree to modify the terms and conditions of the Contract as follows:

1. SECTION 1: CONTRACT DOCUMENTS

Section 1(C) is hereby modified to read as follows:

“C. The Parties acknowledge and agree that the City would like to purchase all the high voltage battery packs (the “Batteries”) used as a power source for the Buses. Accordingly, the Bus Unit Price (as defined in Section 3 below) includes the price of the Batteries.”

2. SECTION 3: PAYMENT

Section 3(A) is hereby modified to read as follows:

“A. SANTA ROSA CITY BUS shall pay and the Contractor shall accept:

One Million and Four Thousand and Two Hundred and Forty Seven (\$1,004,247) per Bus (“Bus Unit Price”), for a total of Four Million and Sixteen Thousand and Nine Hundred Eighty Eight Dollars (\$4,016,988) for all four (4) Buses initially purchased under this Agreement; plus Seventy Eight Thousand and Seven Hundred and Fifty (\$78,750) for the Payment for the Proterra Extended Bus Battery Warranty per Bus, for a total of Three Hundred Fifteen Thousand (\$315,000) increasing the total Base Unit Price to One Million Eighty Two, Nine Thousand Nine Hundred Ninety Seven (\$1,082,997.00) per Bus; plus Fifty Two Thousand and Eight Hundred Fifteen Dollars (\$52,815) for spare parts and equipment as set forth in page 1 of Attachment 1 (“Spare Parts and Equipment Costs”). The combined Bus Unit Price for four buses and the Spare Parts and Equipment Costs, and Payment for the Proterra Extended Bus Battery Warranty are an aggregate total Contract Price not to exceed Four Million Three Hundred Eighty Four Thousand and Eight Hundred and Three (\$4,384,803).”

3. ATTACHMENT 1 – OPTION TRACKER AND CUSTOMER TEMPLATES

Pages 1-9 of Attachment 1-A (Option Tracker and Customer Templates) is replaced by Attachment 1-B to this Second Amendment

4. ATTACHMENT 2 – OPTION TRACKER – WARRANTY OPTIONS

Pages 1-2 of Attachment 2 (Option Tracker – Warranty Options) is replaced by Attachment 2-A to this Second Amendment

5. ATTACHMENT 3 – FTA CLAUSES AND CERTIFICATIONS

Pages 1-23 of Attachment 3 (FTA Clauses and Certifications) is replaced by Attachment 3-A to this Second Amendment

All other terms of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions set forth above in this Second Amendment. The representatives signing below represent that they have the authority to contractually bind the Parties.

CITY OF SANTA ROSA

Proterra Operating Company, Inc.

Name: Jason Nutt

Name: John Walsh

Title: Assistant City Manager

Title: Chief Commercial Officer

Date

Date

APPROVED AS TO FORM

Office of the City Attorney

Exhibits:

Attachment 1-B (Option Tracker and Customer Templates)

Attachment 2-A (Option Tracker – Warranty Options)

Attachment 3-A (FTA Clauses and Certifications)

Attachment 1-B (with Updated Page 1)

SINGLE BASE BUS UNIT & (4) BUS UNITS		
	1 Bus Unit	4 Bus Units
Base Bus	\$ 699,000	\$ 2,796,000
Configurables	\$ 307,267	\$ 1,229,068
USB port free upgrade (initial (4) buses)	\$ (2,020)	\$ (8,080)
Bus and Configurables Subtotal	\$ 1,004,247	\$ 4,016,988
Extended Warranty on Batteries	\$ 78,750	\$ 315,000
Combined Bus Subtotal	\$ 1,082,997	\$ 4,331,988
SPARE PARTS AND EQUIPMENT		
Training	\$	13,499
Manuals	\$	750
Tools	\$	24,478
Parts & Other Service	\$	12,488
Proterra Engineers Labor Cost for Abandoned Radio Install	\$	1,600
Subtotal	\$	52,815
COMBINED (4) BUS UNITS AND SPARE PARTS AND EQUIPMENT TOTAL		
Combined (4) Bus Units	\$	4,331,988
Spare Parts and Equipment	\$	52,815
Total	\$	4,384,803

The following amounts, for purposes of budgeting, are provided using the tax rate and shipping cost effective September 1, 2021, to deliver from Contractor's site to Santa Rosa CityBus' location per the agreement and are subject to change per purchase agreement.

TAX: COMBINED (4) BUS UNITS		
Combined (4) Bus Units Subtotal		\$ 4,331,988
Less ADA Tax-Exempt Cost		\$ (48,004)
Less Extended Warranty Tax-Exempt Cost		\$ (315,000)
Combined (4) Bus Units Taxable Amount		\$ 3,968,984
Santa Rosa Tax Rate of 9.25% (effective 9/1/21), less 3.9375% as per AB784		5.3125%
Subtotal		\$ 210,852
TAX: SPARE PARTS AND EQUIPMENT		
Spare Parts and Equipment Subtotal		\$ 52,815
Less Cost of Training		\$ (13,499)
Less Cost of Engineers Work on Abandoned Radio Install		\$ (1,600)
Spare Parts and Equipment Taxable Amount		\$ 37,716
Santa Rosa Tax Rate of 9.25% (effective 9/1/21)		9.2500%
Subtotal		\$ 3,489

SHIPPING: BUS UNIT & (4) BUS UNITS:	1 Bus Unit	4 Bus Units
Contractor's site to Santa Rosa (effective 9/1/21)	\$ 4,000	\$ 16,000

Not-to-exceed amount (assuming tax rate and shipping cost effective 9/1/21 and final eligibility for AB784 tax reduction):

Combined (4) Bus Units	\$	4,331,988
Spare Parts and Equipment	\$	52,815
Tax: Combined (4) Bus Units	\$	210,852
Tax: Spare Parts and Equipment	\$	3,489
Shipping: (4) Bus Units	\$	16,000
Grand Total	\$	4,615,144



PROTERRA

Option Tracker - Bus Configuration

OPTION TRACKER				REV D01
Customer		Santa Rosa CityBus		Option Content Pricing (Per Bus): \$307,267
Number of buses		4		
Bus Length / Model		40' ZX5		
Contract/P.O. #		TBD		
Tentative Delivery Date		TBD		
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
TS 9	Propulsion System (Electric) Energy Storage System		ZX5+ - Four (4) HV Battery Packs, 450kWh	\$100,000
		X	ZX5 Max - Six (6) HV Battery Packs, 675kWh - Only Available on the 40' Bus	\$200,000
TS 9	Electric Drivetrain	X	Base - 250kW ProDrive (Motor, Invertor, & 2-speed Transmission)	\$0
			DuoPower E-Axle (Single Axle, Dual Electric Motors, Invertors, and Transmissions)	\$40,000
TS 9	Overhead Charging Interface	X	Base - None	\$0
			Overhead Conductive - SAE J1195 Pantograph Rail (Inverted Pantograph)	\$12,199
TS 9	Charge Ports		Base - One (1) Standard J1772-CCS Charge Port: Curbside Rear	\$0
			Two (2) J1772-CCS Charge Ports: (1) Curbside Rear & (1) Streetside Rear	\$1,761
		X	Two (2) J1772-CCS Charge Ports: (1) Curbside Rear & (1) Curbside Front - Incompatible with Overhead Charge	\$4,282
TS 5.10	Automatic Fire Detection / Suppression		Base - Fire Extinguisher in Curb Side Storage box	\$0
			Amerex V25 2 Nozzle Fire Suppression System (LV Battery compartment)	\$2,583
		X	Amerex V25 4 Nozzle Fire Suppression System (Electric Drive compartment & LV Battery compartment) Note: Recommended when fuel-fired heater is selected	\$3,255
			Special Request	Calculated
TS 25	Towing		40' Bus Body Only	
		X	Base - Capable of front tow, no rear tow	\$0
			Capable of front tow and rear ditch extraction (no rear tow)	\$6,189
			Special Request	Calculated
		35' Bus Body Only		
		Base - Capable of front tow, no rear tow	\$0	
		Capable of front tow and rear ditch extraction (no rear tow)	\$6,189	
		Special Request	Calculated	
Tow Connections	X	Base - Single Male Industrial fitting @ bumper and Rear SS access panel for tank fill	\$0	
		Base plus additional Male Industrial fitting @ bumper for brake control	\$905	
		Special Request	Calculated	
TS 32.1	Wheels (22.5 x 9")		Base - Clean Buff Aluminum, ALCOA PN 896517	\$0
			Brushed Aluminum with DuraBright and DuraFlange, ALCOA 896510DD	\$587
		X	Polished Aluminum with Durabright ALCOA 896513DB	\$742
			Polished Aluminum with Durabright and DuraFlange, ALCOA 896513DD	\$1,014
			Special Request	Calculated
	Wheel & Tire Accessories	X	Base - Torque Indicators, Green (Wheel Check WLCH-B)	\$0
		Valve Stem Extensions, Inside Rear Wheels, Plastic (Alcoa)	\$6	
		Hubodometer - Veeder-Root Mechanical	\$160	
		Fender Flare Extension - used to prevent the spray of mud/snow/slush/water onto the exterior mirrors, passenger doors, and drivers window from the wheels	\$0	
		Special Request	Calculated	
TS 32.2	Tires		Base - Michelin X InCity Energy Z LR L- 315/80R22.5	\$0
		X	Goodyear Metromiler 652 RTB - 315/80/R22.5	\$890
			Firestone FS400 - 315/80/R22.5 (coach tire)	\$1,261
			Leased tires - [specify manufacturer and model]	-\$2,610
			Special Request	Calculated
TS 33	Steering Wheel	X	Base - Standard Proterra Layout (Leather 18")	\$0
			20" 2 Spoke	\$62
			Special Request	Calculated

Approved by: _____



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OPTION TRACKER				REV D01
Customer	Santa Rosa CityBus			Option Content Pricing (Per Bus): \$307,267
Number of buses	4			
Bus Length / Model	40' ZX5			
Contract/P.O. #	TBD			
Tentative Delivery Date	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
TS 46.3	Visors / Sun Shades		Base - One Shade on Front Window 30" (Mesh)	\$0
			One Shade on Front Window 48" (Mesh)	\$20
			Front 30" / Side 48" (Mesh)	\$116
			Front 30" / Side 48" (Solid)	\$116
			Front 30"/ Side 48" (Half solid/Half Mesh)	\$116
			Front and Side 48" (Mesh)	\$135
		X	Front and Side 48" (Solid)	\$135
			Front and Side 48" (Half Solid/Half Mesh)	\$135
			Special Request	Calculated
TS 46.4	Drivers Controls	X	Base - Standard Proterra Layout	\$0
		X	5-Position Door Switch	\$675
		X	Add Emergency Brake Release Valve (Base has none)	\$278
			Special Request - Reference Template	Calculated
TS 46.6	Driver Foot Controls		Base - Non-Adjustable Pedals	\$0
		X	Adjustable Pedals	\$2,462
			Special Request	Calculated
TS 47	Driver's Amenities		Base - None	\$0
			Cup Holder	\$83
		X	Driver Coat Hanger	\$30
		X	Two (2) Driver Controlled Dash Fans	\$249
			Special Request	Calculated
TS 49	Driver's Seat		Base - Recaro Ergo Metro P/N 8H0.01.591.VV11 (Proterra P/N 045151) 1. Head Rest (Vinyl) 2. No Armrests 3. No Alarms 4. 240 mm (9.25") Tracks 5. Right Hand Controls 6. Right Hand 2-PT Belt, Black Webbing 7. 12 Degree Recline 8. Powder Coated Black CRS (Cold Rolled Steel) Riser 9. Vinyl Inserts and Bolster (Recaro Lettering Stitching)	\$0
			Heated Seat (Reference Winter Weather Selection), included in seat cost	\$603
		X	Recaro Ergo Metro RECARO PN: 8H0.01.791.VV11 PROTERRA PN: 126-4213 1. Head Rest (Vinyl) 2. No Armrests 3. No Alarms 4. 240 mm (9.25") Tracks 5. Right Hand Controls 6. Left Hand 3-PT Belt, Black Webbing 7. 12 Degree Recline 8. Powder Coated Black CRS (Cold Rolled Steel) Riser 9. Vinyl Inserts and Bolster (Recaro Lettering Stitching)	\$216
TS 49.8	Mirrors (Exterior)		Base - SafeFleet Low Mount SS Exterior Mirror / High Mount CS Ext. Mirror w/ Integrated LED Turn Signal Lamp	\$0
			SafeFleet High Mount SS & CS Exterior Mirrors	\$365
		X	Lucerix Low Mount SS Exterior Mirror / High- Mount CS Ext. Mirror w/ Integrated LED Turn Signal Lamp	\$1,314
			Lucerix High Mount SS & CS Exterior Mirrors (Split Glass)	\$1,139
			Special Request	Calculated
TS 49.8.2	Mirrors (Interior)		Base - Three Interior Mirrors: 1. Rearview: Flat, 5" x 15.5", Rectangular 2. Curbside Front Relay Mirror (to Rear Door Mirror): Flat, 8.5", Round 3. Rear Door: Convex, 12", Round	\$0
		X	Substitute Rearview Mirror - Flat, 8.25" x 16", Rectangular	\$66

Approved by:



PROTERRA

Option Tracker - Bus Configuration

OPTION TRACKER				REV D01
Customer		Santa Rosa CityBus		Option Content Pricing (Per Bus): \$307,267
Number of buses		4		
Bus Length / Model		40' ZX5		
Contract/P.O. #		TBD		
Tentative Delivery Date		TBD		
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
			Substitute Convex Rearview Mirror - Convex, 8" x 16", Rectangular	\$73
			Special Request	Calculated
TS 52	Driver's Side Window	X	Base - Flush Mounted, Single Slider Opening, Rocker Latch Handle, 75% Green, 5mm Tempered Glass	\$0
			Special Request - Reference Template	Calculated
TS 53.4	Passenger Windows		Base - Single-Piece, Flush Mounted, 50% Grey, 5mm Tempered Glass	\$0
			Add Transom Tip-in (specify locations on template)	Incl w/ Window Quote
			Add 3M Vandal Shield (specify locations on template)	Incl w/ Window Quote
		X	Special Request - Low floor tip in with upper floor fixed, 44% LT tempered glass with acrylic linner	\$8,401
TS 53.2	Emergency Exit (Egress) Configuration	40' Bus Body Only		
		X	Base - 4 Egress Windows (3 SS & 1 CS)	\$0
			Special Request - Reference Template	Incl w/ Window Quote
		35' Bus Body Only		
			Base - 2 Egress Windows (2 SS)	\$0
	Special Request - Reference Template	Incl w/ Window Quote		
TS 54	HVAC	X	Base - Eberspaecher 136 All Electric HVAC - R134a refrigerant, 30 kW cooling, 16 kW heating	\$0
			Add additional fabric ductwork and passenger air vents. Fabric ducting improves pull up and pull down performance as well as reducing HVAC power draw and temperature stratification in the bus compared to baseline	\$5,189
			Special Request - Specify Performance Requirements	Calculated
	Air Filtration	X	Base - Merv 1 Particulate Filter	\$0
			Merv 13 Particulate Filter 88-50-02-00044-00 (note higher filtration rating will correspond to reduced HVAC performance)	\$530
	Winter Weather Package	X	Base - None	\$0
			Auxiliary Heat System - diesel fuel-fired heater, streetside rear fan, aluminum tank. Selecting this option will automaticall select a heated drivers seat as well.	\$20,187
	Special Request	Calculated		
TS 62	Hatches	40' Bus Only		
		X	Base - 2 x Opaque Manually Operated	\$0
			2 x Clear Manually Operated	\$318
			Special Request	Calculated
		35' Bus Only		
			Base - 1 x Opaque Manually Operated	\$0
	1 x Clear Manually Operated	\$159		
	Special Request	Calculated		
TS 66	Front License Plate Holder		Base - None	\$0
		X	Mounted on Front bumper, toward street side of bus	\$40
			Special Request	Calculated
TS 69.2	Access Door Latch/Locks	X	Base - Square Key for Exterior Access Panels (Except the Access Panel for the Master Battery Disconnect Switch which remains unlocked)	\$0
			Special Request	Calculated
	Bike Rack		Base - No Bike Rack	\$0
			Proterra is aware that certain Sportworks 2 position - Veloporter 2	\$928

Approved by:



PROTERRA

Option Tracker - Bus Configuration

OPTION TRACKER				REV D01
Customer	Santa Rosa CityBus			Option Content Pricing (Per Bus): \$307,267
Number of buses	4			
Bus Length / Model	40' ZX5			
Contract/P.O. #	TBD			
Tentative Delivery Date	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
TS 70.2	bicycles could be placed on any front-mounted bicycle rack in such a way as to interfere with the front headlights. The variety of shapes and sizes of bicycles makes this issue inherently difficult to test for every case. We encourage the use of operational safeguards for any bicycle rack by prohibiting its use at night or in any other case where it affects the driver's vision or ability to operate the bus safely.		Sportworks 2 position - APEX 2	\$1,041
			Sportworks 2 position - DL2	\$1,041
		X	Sportworks 3 position - DL3 Trilogy (California Compliant)	\$1,769
			Sportworks 3 position - APEX 3 (Not Available in CA)	\$1,224
			Midwest BykRak 2 position	\$1,128
			Midwest BykRak 3 position	\$1,308
			Special Request	Calculated
TS 70.2	Bike Rack Sensor		Base - No Sensor Installed	\$0
		X	Bike Rack Deployment Sensor (Req'd in California)	\$15
			Special Request	Calculated
TS 71.1	Appearance (Exterior Graphics)		Base - Base bus gel coat in white (high-gloss finish)	\$0
			Wrap - Reference Teamplate	\$8,343
		x	Paint - Reference Template	\$22,145
TS 72	Decals, Numbering and Signaling	X	Base - Proterra Decal Package Biligual (English & Spanish)	\$0
			Proterra Decal Package Biligual (English & French)	\$0
		X	Special Request - Customer requests spare exterior decals as replacements. Ref Parts and other service tab	Calculated
TS 75.1	Operator's Barrier		Base - None	\$0
		X	Proterra Operators Sneeze guard	\$225
			Quarter Barrier (Proterra 053022)	\$2,687
			Full Enclosure (Arow Global) - Extended Glass - Sliding Forward Glass - 180 Grit Polish Stainless Steel Support Stanchion Finish	\$3,693
			Note: Enter any variants or alternate options as a special request below Special Request	Calculated
TS 75.8	Floor Covering		Base - Altro Meta 2.7 (Color = XXXX)	\$0
		X	Altro Chroma 2.7 (Color = Patriot TFCR27908)	\$281
			Altro Figura 2.7 (Color = XXXX)	\$240
			GerFloor (Color = XXXX)	\$0
			Special Request	Calculated
TS 75.9	Interior Lighting	X	Base - Overhead LED Interior Lighting - White	\$0
			Special Request	Calculated
TS 76	Fare Collection		Base - None	\$0
			Mechanical and Electrical Provisions [identify farebox supplier & model]	\$150
		X	Install base plate for customer farebox & Electrical provisions [GFI Odyssey]	\$375
			Proterra purchase and install fare box [GFI]	\$15,828
			Special Request	Calculated
40' Bus Body Only				
			Base - USSC Gemini, 40-Pass. - Standard Proterra Layout - 2 VPRO II (4-pt) ADA Securement Systems - Seat Module Color: RAL 7032 – Light Grey - Back Panel Color: RAL 7032 – Light Grey - ADA Barrier Color: RAL 7032 – Light Grey - Cosmetic Insert - Insert Color: RAL 7012 – Dark Grey	\$0

Approved by:



PROTERRA

Option Tracker - Bus Configuration

OPTION TRACKER				REV D01	
Customer		Santa Rosa CityBus		Option Content Pricing (Per Bus): \$307,267	
Number of buses		4			
Bus Length / Model		40' ZX5			
Contract/P.O. #		TBD			
Tentative Delivery Date		TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact	
TS 78	Passenger Seating		American Seating Insight Prime, 40-Pass. - Standard Proterra Layout - 2 A.R.M (4-pt) ADA Securement Systems - Seat Module Color: 980 – Grey - Back Panel Color: 980C – Grey - ADA Barrier Color: 980C – Grey - No inserts	\$760	
		X	USB Ports	Incl w/ Seat Quote	
		X	Special Request - Base USSC with following: padded / vandal resistant / Kevlar vinyl Ref Template	\$12,050	
		25-Bus Body Only			
			Base - USSC Gemini, 29 Pass. - Standard Proterra Layout - 2 VPRO II (4-pt) ADA Securement Systems - Seat Module Color: RAL 7032 – Light Grey - Back Panel Color: RAL 7032 – Light Grey - ADA Barrier Color: RAL 7032 – Light Grey - Cosmetic Inserts - Insert Color: RAL 7012 – Dark Grey	\$0	
			American Seating Insight Prime, 29 Pass. - Standard Proterra Layout - 2 A.R.M (4-pt) ADA Securement Systems - Seat Module Color: 980 – Grey - Back Panel Color: 980C – Grey - ADA Barrier Color: 980C – Grey - No inserts	\$108	
		USB Ports	Calculated		
			Special Request - Reference Seating Template	Calculated	
TS 79	Passenger Assists (Stanchions)	X	Base - Stainless steel except exit stanchions (yellow), 2 modesty panels without polycarbonate screens	\$0	
			Base plus Rear Electric Plug-Slide Door (additional stanchions at exit door)	\$498	
			Special Request - Reference Passenger Assist Template	Calculated	
TS 79.5	Overhead	X	Base - 6 Grey Nylon Prima Grab Straps w/ Plastic Knuckle	\$0	
			Special Request - Reference Passenger Assist Template	Calculated	
TS 80	Passenger Doors	X	Base - Ventura Pneumatic, Rear door is In-Swinging	\$0	
			Ventura Electric, Rear Door is Plug, Slide Door	\$3,412	
			Ventura Electric, Rear Door is Inward Swinging	\$2,224	
		X	Special Request - Interior kick plate.	\$1,859	
	Rear Door Operation		BASE - Driver Controlled Rear Door	\$0	
		X	Passenger authorized rear door - Reference Template	Calculated	
	Door Safety		Base - Dual Redundant System (Sensitive Edge + Motor Feedback)	\$0	
x		Special Request - Reference Doors Template, the customer will be receiving the Ventura VIP IR Sensor, attached to the template is an e-mail from engineers confirming that they can install the VIP IR sensor per customer request	\$721		
TS 81.1	Loading Systems for Low-Floor Bus (ADA Ramp)		Base - Ricon 4:1	\$0	
		x	Ricon 6:1	\$2,048	
			Lift U LU11 6:1	\$1,673	
			Lift U LU18 6:1 / 8:1	\$1,673	
			Special Request	Calculated	
TS 81.5	Wheelchair Accomodations		Base -2 ADA Positions with 4-point ADA securement system (Q'Straint)	Incl. Seat Quote	
		x	Q-Pod [QTY 2: 1 CS and 1 SS]	Incl. Seat Quote	
			Quantum [Identify Qty and Curbside or Streetside]	Incl. Seat Quote	
			Special Request - Reference Seating Template	Calculated	

Approved by:



PROTERRA

Option Tracker - Bus Configuration

OPTION TRACKER				REV D01
Customer		Santa Rosa CityBus		Option Content Pricing (Per Bus): \$307,267
Number of buses		4		
Bus Length / Model		40' ZX5		
Contract/P.O. #		TBD		
Tentative Delivery Date		TBD		
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
TS 83	Destination Signs		Base - Hanover, Amber Front - 160x17, Curb Side - 112x15, Rear - 48x15	\$0
			Hanover, Silver/White [sizes]	\$757
			Hanover, Color (Spectrum) [sizes are different]	\$4,233
		x	Luminator, Amber Front - 160 x 16, CS - 8x96, rear 15x48	\$1,852
			Luminator, Silver/White [sizes]	\$2,744
			Luminator, Color [sizes]	\$9,651
			Add Street Side Sign	Calculated
			Add Dash Sign (Confirm Manufacturer)	Calculated
		Special Request - IO Controls Front, CS & Rear	\$706	
TS 84	Interior Document Holders and Advertising	x	Base - 11" Advertisement Holders in overhead structure (not available with additional HVAC ducting option)	\$0
			Special Request - Two (2) schedule holders (local and regional) OBIC PN 13/21 4PW 1T	\$300
	Exterior Advertising	x	Base - None Special Request	\$0 Calculated
TS 85	Passenger Stop Request / Exit Signal	x	Base - Touch Tape, Single Switch on Stanchion Forward of Rear Door	\$0
			Pull Cords, Single Switch on Stanchion Forward of Rear Door	\$393
			Special Request	Calculated
	ADA Stop Request Signal Type	x	Base - Touch Pad on Seat	\$0
			Palm Button	\$0
			Touch Tape	\$0
			Special Request	Calculated
	Stop Requested-Next Stop Sign		Base - Backlit "Stop Requested" sign, Transign #SRD366	\$0
		x	Next Stop Sign (Provided by ITS Supplier) in place of the Base "Stop Requested" sign	Incl w/ ITS
			Special Request	Calculated
TS 86.1	Camera Surveillance System		Base - None	\$0
		x	Special Request - SEON Surveillance TH8 / 4TB / 8 Camera	\$9,183
TS 86.2	Public Address System		Base - REI PA Only w/ Gooseneck mic activation switch on mic, 8 interior speakers and 1 exterior speaker	\$0
			Base - With Footswitch Operated Mic	\$164
		x	PA functionality integrated into ITS Special Request	Incl w/ ITS Calculated
TS 86.3	Automatic Passenger Counter (APC)		Base - None	\$0
		x	Special Request - Provisions as part of AVAIL ITS system	\$5,287
TS 86.4	ITS		Base - None	\$0
		x	Special Request - Procure and Install AVAIL ITS System	\$24,815
TS 86.4.4	Emergency Alarm		Base - Covert switch Triggers Destination Sign Emergency Message ONLY	\$0
		x	Special Request - Part of AVAIL ITS system	Incl w/ Surveillance
TS 86.5	Voice/CB (2-way) Radio System	x	Base - None	\$0
			Special Request - Procure / Install Motorola XPR 5550E 450-512M 40W radio	\$1,353
TS 86.6	Interior Passenger Display Monitors	x	Base - None	\$0

Approved by:



PROTERRA

Option Tracker - Bus Configuration

OPTION TRACKER				REV D01
Customer	Santa Rosa CityBus			Option Content Pricing (Per Bus): \$307,267
Number of buses	4			
Bus Length / Model	40' ZX5			
Contract/P.O. #	TBD			
Tentative Delivery Date	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
			Special Request	Calculated
TS 87	Event Data Recorder	x	Base - None	\$0
			Special Request	\$2,132
TS 88	Pedestrian Turn Warning System	x	Base - None	\$0
			ADA alarm will sound with the left or right turn signal, disable switch in the drivers area.	\$1,508
			Special Request	Calculated
		x	Special Request - Interlock override switched moved to behind hinged overhead access panel	\$100
			Special Request	Calculated
			Special Request	Calculated
			Special Request	Calculated
			Special Request	Calculated

Approved by: _____

Attachment 2-A



Option Tracker - Warranty Options

WARRANTY							REV D01	
Customer		Santa Rosa CityBus	Option Content Pricing (Per Bus):		\$78,750			
Number of buses		4						
Bus Length / Model		40' ZX5						
Contract/P.O. #		TBD						
Tentative Delivery Date		TBD						
<p>Place a "Y" in column "G" for all applicable warranties. All Extended Warranties are designated by Orange Boxes.</p> <p>Any warranty coverage requested by the customer not listed in the tracker would be considered a "Custom Warranty" and should be entered at the bottom of the page with a detail description of coverage.</p> <p>For pricing see Warranty Pricing sheet or contact the Warranty Manager.</p> <p>Note ***Extended Warranty Duration shown is added to the Standard Warranty Duration (I.E. if Standard Warranty Duration is 2 years and the customer is seeking 5 years of coverage you will choose the 3 year extended warranty)</p>								
Warranty Area	Warranty Terms: Template Name	Covered Items	Warranty Type	Duration	Unit of Time	Warranty Applicable (Indicate "Y" if Yes)	Price	Extended Price
Auxiliary Heating System Package	Auxiliary Heating System Package - 2 Year/100,000 Std	Auxiliary Heater, Aux. Fuel Sending Unit, Blower Fan, Ducting, Thermistor	Standard	2	Years	Y	N/C	N/C
Auxiliary Heating System Package	Auxiliary Heating System Package - 1 Year/150,000 Ext		Extended	1	Years		\$ 329.00	
Auxiliary Heating System Package	Auxiliary Heating System Package - 2 Year/200,000 Ext		Extended	2	Years		\$ 668.00	
Auxiliary Heating System Package	Auxiliary Heating System Package - 3 Year/250,000 Ext		Extended	3	Years		\$ 1,017.00	
Body Warranty Package	Body Warranty Package - 12 Year/600,000 Std	Main Monocoque Structure & Corrosion Non-Structural Body elements of: Monocoque Body, Composite Materials Component within the Structural and Body Warranty against rust-through.	Standard	12	Years	Y	N/C	
Chassis Package	Chassis Package - 2 Year/100,000 Std	Axles, Steering, Brakes & Suspension, ABS Controller, Front Suspension/Axle Assy, Rear Suspension Assy, Air Bags/Shocks, Ride Height Controller, Ride Height Sensors, Air Compressor, Air Dryer, Brake Calipers, Wheel Speed Sensors, Power Steering	Standard	2	Years	Y	N/C	N/C
Chassis Package	Chassis Package - 1 Year/150,000 Ext		Extended	1	Years		\$ 3,482.00	
Chassis Package	Chassis Package - 2 Year/200,000 Ext		Extended	2	Years		\$ 7,068.00	
Chassis Package	Chassis Package - 3 Year/250,000 Ext		Extended	3	Years		\$ 10,763.00	
Complete Vehicle (DuoPower)	Complete Vehicle (DuoPower) - 1 Year/50,000 Std	Limited Warranty	Standard	1	Years	Y	N/C	N/C
Complete Vehicle (DuoPower)	Complete Vehicle (DuoPower) - 1 Year/100,000 Ext		Extended	1	Years		\$ 17,500.00	
Complete Vehicle (DuoPower)	Complete Vehicle (DuoPower) - 2 Year/150,000 Ext		Extended	2	Years		N/A	
Complete Vehicle (DuoPower)	Complete Vehicle (DuoPower) - 3 Year/200,000 Ext		Extended	3	Years		N/A	
Complete Vehicle (DuoPower)	Complete Vehicle (DuoPower) - 4 Year/250,000 Ext	Extended	4	Years		N/A		
Complete Vehicle (ProDrive)	Complete Vehicle (ProDrive) - 1 Year/50,000 Std	Limited warranty	Standard	1	Years	Y	N/C	N/C
Complete Vehicle (ProDrive)	Complete Vehicle (ProDrive) - 1 Year/100,000 Ext		Extended	1	Years		\$ 14,500.00	
Complete Vehicle (ProDrive)	Complete Vehicle (ProDrive) - 2 Year/150,000 Ext		Extended	2	Years		N/A	
Complete Vehicle (ProDrive)	Complete Vehicle (ProDrive) - 3 Year/200,000 Ext		Extended	3	Years		N/A	
Complete Vehicle (ProDrive)	Complete Vehicle (ProDrive) - 4 Year/250,000 Ext	Extended	4	Years		N/A		
Control Systems Package	Control Systems Package - 2 Year/100,000 Std	Vehicle Controller, Powertrain Controller, Multiplex Modules, Charge Controller, Telemetry (Factory), Defroster, Blower Motor, Factory Ductwork, DWP Controls and Switches	Standard	2	Years	Y	N/C	N/C
Control Systems Package	Control Systems Package - 1 Year/150,000 Ext		Extended	1	Years		\$ 2,258.00	
Control Systems Package	Control Systems Package - 2 Year/200,000 Ext		Extended	2	Years		\$ 4,584.00	
Control Systems Package	Control Systems Package - 3 Year/250,000 Ext		Extended	3	Years		\$ 6,979.00	
HV Power Electronics & Cooling Package	HV Power Electronics & Cooling Package - 2 Year/100,000 Std	Variable Frequency Drive (VFD), DC/DC Converter, Battery Cooling Pumps, HV Junction Box, HV Component Cooling Systems, Contactors, Shunts, Buss Bars	Standard	2	Years	Y	N/C	N/C
HV Power Electronics & Cooling Package	HV Power Electronics & Cooling Package - 1 Year/150,000 Ext		Extended	1	Years		\$ 1,864.00	
HV Power Electronics & Cooling Package	HV Power Electronics & Cooling Package - 2 Year/200,000 Ext		Extended	2	Years		\$ 3,784.00	
HV Power Electronics & Cooling Package	HV Power Electronics & Cooling Package - 3 Year/250,000 Ext		Extended	3	Years		\$ 5,761.00	
HVAC Package	HVAC Package - 2 Year/100,000 Std	HVAC System	Standard	2	Years	Y	N/C	N/C
HVAC Package	HVAC Package - 1 Year/150,000 Ext		Extended	1	Years		N/A	
HVAC Package	HVAC Package - 2 Year/200,000 Ext		Extended	2	Years		N/A	
HVAC Package	HVAC Package - 3 Year/250,000 Ext		Extended	3	Years		N/A	
Propulsion System Package (DuoPower)	Propulsion System Package (DuoPower) - 2 Year/100,000 Std	Traction Motors, Traction Motor Inverter, Gearboxes, Planetary Sets, Axle Shafts	Standard	2	Years	Y	N/C	N/C
Propulsion System Package (DuoPower)	Propulsion System Package (DuoPower) - 1 Year/150,000 Ext		Extended	1	Years		\$ 7,228.00	
Propulsion System Package (DuoPower)	Propulsion System Package (DuoPower) - 2 Year/200,000 Ext		Extended	2	Years		\$ 14,673.00	
Propulsion System Package (DuoPower)	Propulsion System Package (DuoPower) - 3 Year/250,000 Ext		Extended	3	Years		\$ 22,341.00	
Propulsion System Package (ProDrive)	Propulsion System Package (ProDrive) - 2 Year/100,000 Std	Traction Motor, Traction Motor Inverter, Transmission, Driveshaft, Axle Shafts, Output Flange, Differential	Standard	2	Years	Y	N/C	N/C
Propulsion System Package (ProDrive)	Propulsion System Package (ProDrive) - 1 Year/150,000 Ext		Extended	1	Years		\$ 3,908.00	
Propulsion System Package (ProDrive)	Propulsion System Package (ProDrive) - 2 Year/200,000 Ext		Extended	2	Years		\$ 7,933.00	
Propulsion System Package (ProDrive)	Propulsion System Package (ProDrive) - 3 Year/250,000 Ext		Extended	3	Years		\$ 12,079.00	
Vehicle Structural Package	Vehicle Structural Package - 3 Year/150,000 Std	Includes the structural elements of the following: Suspension, Front & Rear, Powertrain Cradle, Including Support Members	Standard	3	Years	Y	N/C	N/C
Vehicle Structural Package	Vehicle Structural Package - 1 Year/150,000 Ext		Extended	1	Years		\$ 750.00	
Vehicle Structural Package	Vehicle Structural Package - 2 Year/200,000 Ext		Extended	2	Years		\$ 1,523.00	
Battery	Battery - State of Health - 6 Year Std	Battery (ESS) - Standard State of Health - 6yr/usage per warranty document	Standard	6	Years	Y	N/C	N/C
Battery	Battery - State of Health - 6 Year Ext	Battery (ESS) - Standard State of Health - Extended 6yr/usage per warranty document	Extended	6	Years	Y	\$ 78,750.00	\$ 78,750.00
Battery	Battery - Base Materials and Workmanship - 12 Year Std	Battery (ESS) - Base Materials and Workmanship - 12yr/Unlimited	Standard	12	Years	Y	N/C	N/C
ADA Ramp	ADA Ramp - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Destination Signs	Destination Signs - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Door Systems	Door Systems - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Fire Suppression	Fire Suppression - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Low Voltage Power	Low Voltage Power - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Seats	Seats - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Windows	Windows - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Charger Depot 60 kWh	Charger Depot 60 kWh - 2 Year Std		Standard	2	Years	Y	N/C	N/C
Charger Depot 60 kWh	Charger Depot 60 kWh - 1 Year Ext		Extended	1	Years		\$ 2,748.00	
Charger Depot 60 kWh	Charger Depot 60 kWh - 2 Year Ext		Extended	2	Years		\$ 5,661.00	
Charger Depot 60 kWh	Charger Depot 60 kWh - 3 Year Ext		Extended	3	Years		\$ 8,661.00	
Charger Depot 125 kWh	Charger Depot 125 kWh - 2 Year Std		Standard	2	Years	Y	N/C	N/C
Charger Depot 125 kWh	Charger Depot 125 kWh - 1 Year Ext		Extended	1	Years		\$ 3,847.00	
Charger Depot 125 kWh	Charger Depot 125 kWh - 2 Year Ext		Extended	2	Years		\$ 7,925.00	
Charger Depot 125 kWh	Charger Depot 125 kWh - 3 Year Ext		Extended	3	Years		\$ 12,125.00	
Charger On-Route	Charger On-Route - 2 Year Std		Standard	2	Years	Y	N/C	N/C



Option Tracker - Warranty Options

WARRANTY						REV D01		
Customer	Santa Rosa CityBus	Option Content Pricing (Per Bus):				\$78,750		
Number of buses	4							
Bus Length / Model	40' ZX5							
Contract/P.O. #	TBD							
Tentative Delivery Date	TBD							
<p>Place a "Y" in column "G" for all applicable warranties. All Extended Warranties are designated by Orange Boxes. Any warranty coverage requested by the customer not listed in the tracker would be considered a "Custom Warranty" and should be entered at the bottom of the page with a detail description of coverage. For pricing see Warranty Pricing sheet or contact the Warranty Manager. Note ***Extended Warranty Duration shown is added to the Standard Warranty Duration (I.E. if Standard Warranty Duration is 2 years and the customer is seeking 5 years of coverage you will choose the 3 year extended warranty)</p>								
Warranty Area	Warranty Terms: Template Name	Covered Items	Warranty Type	Duration	Unit of Time	Warranty Applicable (Indicate "Y" if Yes)	Price	Extended Price
Charger On-Route	Charger On-Route - 1 Year Ext		Extended	1	Years		N/A	
Charger On-Route	Charger On-Route - 2 Year Ext		Extended	2	Years		N/A	
Charger On-Route	Charger On-Route - 3 Year Ext		Extended	3	Years		N/A	
							Extended Warranty Cost	\$ 78,750.00
Warranty Area	Warranty Terms: Template Name	Custom Warranty Description	Warranty Type	Duration	Unit of Time	Warranty Applicable (Indicate "Y" if Yes)	Cost	Extended Cost
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
Custom Warranty	Custom Warranty - see product warranty for details		Extended		Years			
							Customer Warranty Cost	\$ -
							Extended Warranty Cost	\$0
							Total BOM Cost	\$ -



PROTERRA LIMITED BATTERY SYSTEM EXTENDED WARRANTY

LIMITED BATTERY SYSTEM WARRANTY

Subject to the terms, conditions and limitations set forth in this Proterra Limited Battery System Warranty (the “**Warranty**”), including, without limitation, the Approved Use Conditions, Proterra Operating Company, Inc. (“**Proterra**”) warrants to the original purchaser (the “**Buyer**”) of the Proterra battery electric bus (the “**Bus**”), that Proterra’s high voltage battery system containing one or more battery packs (the “**Battery System**”) (i) will be free from defects in materials and workmanship, and (ii) will meet the retained energy commitment shown below.

This Warranty covers the parts, labor (if applicable and in accordance with the terms of this Warranty and/or any purchase or lease agreement), and freight costs incurred during the Warranty Period.

This Warranty only applies to Battery Systems installed on Proterra Buses purchased pursuant to an agreement between Proterra and Buyer.

Proterra, or a Proterra qualified or certified technician, will perform all necessary repairs to the Battery System. The Battery System may be serviced by the Buyer, or a third-party maintenance provider, provided Buyer or such third-party maintenance provider has completed the proper factory training and has been successfully qualified or certified by Proterra to service the Battery System. Any servicing of the Battery System by the Buyer, or any third-party maintenance provider, without having become Proterra qualified or certified will void the Warranty.

It is the Buyer’s sole responsibility to notify any end user of a Proterra Bus of all terms, conditions, and limitations provided for in this Warranty, as well as concerning proper and appropriate use of the vehicle(s). Proterra will not be liable for any damage of any kind (whether direct or indirect) or costs resulting from Buyer’s failure to notify any end user of a Proterra Bus of the terms and conditions of this Warranty.

BATTERY SYSTEM LIMITED WARRANTY TERMS

As it pertains to this section, the following terms are defined:

“**Gross Discharge Throughput**” or “**GDT**” means the total energy discharged through the Battery System during its life, including energy from external chargers and energy recuperated from regenerative braking. The GDT will be tracked by the Battery Management System at the individual battery pack level and reported through the onboard vehicle telemetry system.

“**Usable Energy**” means the amount of energy available between 0% state of charge (“**SOC**”) and 100% SOC - This information can be obtained using the Proterra diagnostic tool and a snapshot thereof must accompany any battery claims.

“**Warranty Commencement Date**” means the date of Buyer’s acceptance of the Proterra Bus.

“**Warranty Period**” means the time period commencing on the Warranty Commencement Date and ending on either (i) the last day of the number of years shown in the table below, or (ii) the date upon which the mileage or GDT limit for the Battery System shown in the table below is reached.



PROTERRA

PROTERRA LIMITED BATTERY SYSTEM EXTENDED WARRANTY

Warranty Term	Coverage Details
Battery Pack Material and Workmanship Warranty 6 Years/ Unlimited Mileage Standard	6 Years or Unlimited Miles whichever comes first. Coverage includes all materials, components, and workmanship of the Battery Pack to be free of defects.
<u>Retained Energy Requirement 40-foot Bus: 6 Year Standard</u>	80% or higher retention of initial Usable Energy* for 6 years / 200,000kWh GDT per battery pack, whichever comes first.
<u>Retained Energy Requirement 35-foot Bus: 6 Year Standard</u>	80% or higher retention of initial Usable Energy* for 6 years / 133,000kWh GDT per battery pack, whichever comes first.
<u>Retained Energy Requirement 40-foot Bus: Extended Warranty</u>	80% or higher retention of initial Usable Energy* through year 12 / 400,000kWh GDT per battery pack, whichever comes first.
<u>Retained Energy Requirement 35-foot Bus: Extended Warranty</u>	80% or higher retention of initial Usable Energy* through year 12 / 266,000kWh GDT per battery pack, whichever comes first.
Battery Pack Material and Workmanship Warranty 6 Years/ Unlimited Mileage Extended	6 Years or Unlimited Miles whichever comes first. Coverage includes all materials, components, and workmanship of the Battery Pack to be free of defects.

*as shown in The Proterra Diagnostic Tool as Battery State of Health (SOH)

COMPONENTS INCLUDED IN THE LIMITED BATTERY SYSTEM WARRANTY

This Warranty applies to the following Battery System components:

- Battery Pack(s)
- Battery Modules
- Battery Management System (BMS)
- Internal Battery System Cooling System
- Battery System Enclosure
- Electrical, mechanical, and thermal interfaces
- Manual Service Disconnect (MSD)



PROTERRA

PROTERRA LIMITED BATTERY SYSTEM EXTENDED WARRANTY

WARRANTY LIMITATIONS

This Limited Battery System Warranty does not cover any malfunctions, failures or losses directly or indirectly caused by, due to, or resulting from abuse, misuse, negligence, accident, neglect, or improper maintenance, operation, storage or transport, or wear or deterioration arising from, without limitation, any of the following events:

- Alteration or modification of the Battery System or combination of the Battery System with any third-party components, software, or other items, unless expressly agreed to in writing by Proterra.
- Failure to adhere to the Approved Use Conditions set forth below.
- Failure to adhere to the liquid cooling protocol set forth in the Proterra Interface Control Manual, including but not limited to the Buyer's use of a coolant type with a 50/50 volume fraction ethylene glycol.
- Any attempt, including, without limitation, physical alteration, programming, or other methods, to extend or otherwise manipulate the life of the Battery System.
- Any physical or digital unauthorized access to the vehicle or Battery System from any source, including but not limited to non-Proterra parts or accessories, third-party applications, viruses, bugs, malware, or any other form of interference or cyber-attack.
- Accidents, collisions, or objects striking the vehicle.
- Exposure of the Battery System to direct flame.
- Intrusion of water into Battery System due to submersion in a large amount of water (e.g., lakes, rivers, flooding, etc.)
- Acts of nature, including, without limitation, fire, explosion, earthquake, windstorm, lightning, hail, flood or deep water.
- Use of the vehicle as a stationary or secondary power source.
- Failure to properly perform the preventative maintenance set forth in Proterra's standard maintenance and repair documentation.
- Unauthorized access, maintenance or repair by Customer, a third-party maintenance provider, or other individual(s).
- Theft or vandalism.
- Storage of an uninstalled or unmounted Battery System in an outdoor environment, regardless of whether the Battery System is contained in a shipping container or other packaging.
- Violation of the terms of this Warranty.

WARRANTY REPAIRS

All warranty claims will be administered and processed in Proterra's sole and absolute discretion. Warrantable defects may be addressed using software updates and/or replacing parts and assemblies with identical or equivalent substitutes, including factory reconditioned components. If a Battery System is replaced due to failure to meet the Retained Energy requirement, Proterra will supply a replacement Battery System with enough Retained Energy to meet the coverage specified in the original Warranty. In its sole discretion, Proterra reserves the right to upgrade parts or assemblies with the latest models of equal or greater performance.

In order to submit a warranty claim, the Buyer must provide information regarding the failed component(s) and submit a warranty claim form. Proterra will inspect the failed component(s) and supporting documentation to determine whether the warranty claim is valid.

Proterra shall own without restriction any Battery System or system components that are removed or replaced under this Warranty.



PROTERRA

PROTERRA LIMITED BATTERY SYSTEM EXTENDED WARRANTY

LIMITATIONS AND DISCLAIMERS

THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE BATTERY SYSTEM. EXCEPT EXPRESSLY AS SET FORTH HEREIN, PROTERRA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR PERFORMANCE OF THE BATTERY SYSTEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

APPROVED USE CONDITIONS

THIS WARRANTY IS SUBJECT TO BUYER'S COMPLIANCE IN ALL RESPECTS WITH THE FOLLOWING APPROVED USE CONDITIONS, OR ANY CONDITION IN THE PURCHASE OR LEASE AGREEMENT RELATED TO USE CONDITIONS, DURING THE ENTIRE WARRANTY PERIOD. ANY NON-COMPLIANCE WITH THE APPROVED USE CONDITIONS WILL VOID THIS WARRANTY.

State of Charge (SOC) Conditions for a Battery System while in Storage	<p>While the Battery System is installed in a vehicle which is in storage, the Battery System's SOC shall be between 5-50% if the storage period exceeds one (1) month.</p> <p>If the Battery System is removed from a vehicle, the Battery System must have a SOC between 5-50% at the time of removal and the Battery System shall not be uninstalled for more than one (1) month.</p> <p>The SOC is the amount of energy in the Battery System, expressed as a percentage of available capacity of the Battery System as stated in the BMS.</p>
Environmental Conditions for Battery System and Vehicle Storage	<p>A climate-controlled facility is recommended to store an uninstalled Battery System or an out-of-service vehicle with an installed Battery System.</p> <p>If a climate-controlled facility is unavailable, the following environmental conditions are required:</p> <ol style="list-style-type: none"> 1) Prior to and/or after installation in a vehicle, the Battery System shall not be subjected to ambient temperatures above +30°C for a total of one-hundred and eighty (180) days or above +40°C for a total of ninety (90) days. This restriction does not apply if the Battery System is being charged and conditioned through the Battery Thermal Management System (BTMS). 2) In no event shall the Battery System or vehicle be subject to temperatures above 60° C or below -30° C for more than twenty-four (24) hours.
Battery Thermal Management System (BTMS)	<p>Following the Battery System's installation in a vehicle, the Battery System must be conditioned by the BTMS during operation (driving or charging). If the BTMS is not functional for any reason, the vehicle must be removed from service.</p>
Packaging/Plugs	<p>If the Battery System is not installed in or removed from a vehicle, the Battery System must be stored with the plugs intact in the same manner as when the Battery System was delivered.</p>
Minimum Operational SOC	<p>The vehicle shall not access energy below 3% SOC, as measured by the BMS, more than five (5) times in any rolling twelve (12) month period during the Warranty Period.</p>

Attachment 3-A

FEDERAL TRANSIT AUTHORITY (FTA) CLAUSES

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FEDERAL TRANSIT AUTHORITY CLAUSES

This document consists of Federal Transit Authority (FTA) clauses. Should a term within this document conflict with a term in another part of the entire document, reference the Order of Precedence term for direction.

1 FTA CLAUSES

1.1 No Obligation by The Federal Government.

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.2 Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.3 Access to Records

The following access to records requirements apply to this Contract:

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The following access to records requirements apply to this Contract:

Local Governments — In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

State Governments — In accordance with 49 CFR 633.17, the Contractor agrees to provide the Agency, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

1.4 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

1.5 Termination

- a. Termination for Convenience — The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default — If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on

the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure — The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within (ten (10) days) after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach — In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

1.6 Civil Rights

The following requirements apply to the underlying contract:

- a. Nondiscrimination — In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity — The following equal employment opportunity requirements apply to the underlying contract:
 1. Race, Color, Creed, National Origin, Sex — In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in

the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age — In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities — In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.7 Disadvantaged Business Enterprises (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Washington State Department of Enterprise Services deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

1.8 Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

1.9 Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by DES. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to DES, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.10 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.11 Clean Water

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.12 Clean Air

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.13 Contract Work Hours and Safety Standards

- a. Overtime requirements — No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages — In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages — The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts — The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

1.14 Rolling Stock Special Requirements

The following Federal laws and regulations impose requirements that may affect rolling stock procurements:

- a. **Accessibility.** Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.
- b. **Transit Vehicle Manufacturer Compliance with DBE Requirements.** Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 CFR Section 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.

1.15 Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent

domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT.

1.16 Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.17 Cargo Preference — Use of United States-Flag Vessels

The contractor agrees to:

- a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.18 Bus Testing

The Contractor (Manufacturer) agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

- b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

1.19 Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- a. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT.

1.20 Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601, et seq.) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.21 Breaches and Dispute Resolution

- a. Disputes — Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s (title of employee). This decision shall be final and conclusive unless within (ten (10)) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the (title of employee). In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the (title of employee) shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. Performance during Dispute — Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages — Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Remedies — Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- e. Rights and Remedies — The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.22 Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

1.23 Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

1.24 Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

1.25 Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

1.26 Prohibition on Certain Telecommunications and Video Surveillance

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115232, section 889 for additional information.

d. See also § 200.471.

FEDERAL CERTIFICATION FORMS

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Zero Emission Transit Buses

FEDERAL CERTIFICATION FORMS

This document consists of Federal Transit Authority (FTA) clauses. Should a term within this document conflict with a term in another part of the entire document, reference the Order of Precedence term for direction.

1 FEDERAL CERTIFICATION FORMS

1.1 No Obligation by the Federal Government.

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.2 Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Zero Emission Transit Buses

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Amy Ard, hereby certify
(Name and title of official)

On behalf of Proterra that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Proterra

Type or print name Amy Ard, Chief Financial Officer

Signature of authorized representative *Amy Ard* Date 4/11/2019

Signature of notary and SEAL See attached "notary #1"

Notary #1

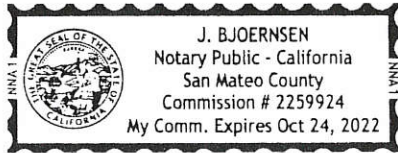
ATTACHMENT 3

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 11th
day of April, 2019, by Amy Ard

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

J. Bjoerksen

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- 1) Debarred
- 2) Suspended,
- 3) Proposed for debarment,
- 4) Declared ineligible,
- 5) Voluntarily excluded, or
- 6) Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- 1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
- 2) Violation of any Federal or State antitrust statute, or
- 3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- 1) Equals or exceeds \$25,000,
- 2) Is for audit services, or
- 3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - 1) Comply and facilitate compliance with the Federal requirements of 2 CFRparts 180 and 1200, and
 - 2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Proterra

Signature of Authorized Official  Date 4 / 11 / 2019

Name and Title of Contractor's Authorized Official Amy Ard, Chief Financial Officer

Zero Emission Transit Buses

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Proterra

Name of Bidder/Company Name

Amy Ard

Type or print Name

Amy Ard

Signature of authorized representative

See attached "notary #2"

Signature of notary and SEAL

4/11/2019

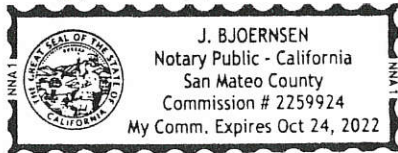
Date of Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 11th
day of April, 2019, by Amy Ard

proved to me on the basis of satisfactory evidence to be the
person(\$) who appeared before me.



(Seal)

Signature J. Bjoernsen

Zero Emission Transit Buses

PRE- AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

BUY AMERICA REQUIREMENTS

Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) is satisfied that the buses to be purchased,

_____ (Number and description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) certifies that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____ (the recipient) certifies that it received, at the pre-award stage, a copy of _____'s (the manufacturer) self-certification information stating that the buses, _____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____

Title: _____

Zero Emission Transit Buses

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53698, Sept. 20, 2007; 74 FR 30239, June 25, 2009

PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- (a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- (b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 - (1) The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 - (2) The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- (a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- (b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Zero Emission Transit Buses

**PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)
CONT**

Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company Proterra

Name Amy Ard Title Chief Financial Officer

Signature  Date 4-11-2019

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C.5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C.5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

Zero Emission Transit Buses

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITEMANUFACTURERINSPECTIONCOMPLIANCECERTIFICATION (Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)
As required by 49 CFR Part 663-Subpart C, the

Recipient's Name _____

Certifies that a resident inspector (name of the inspector) , _____

Was at (the Manufacture's Name) _____

manufacturing site during the period of manufacture of the buses,(Descriptions of the buses _____

The inspector visually inspecting the buses, the _____(the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITEMANUFACTURERINSPECTIONCOMPLIANCECERTIFICATION
(Rolling Stock Procurements for more than 20 vehicles for areas <200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name) _____

Certifies that a resident inspector (Name of the inspector _____

Was at _____(the manufacturer's)

manufacturing site during the period of manufacture of the buses, (description of the buses _____

The inspector visually inspecting the buses, the (the recipient) _____

has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature: _____ Date _____

Title: _____

Zero Emission Transit Buses

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company Proterra

Signature of Representative *Ard*

Type or Print Name Amy Ard

Title Chief Financial Officer

Date 4-11-2019

NOTARY

see attached "notary 3"

Type or Print Name _____

Signature of Notary _____

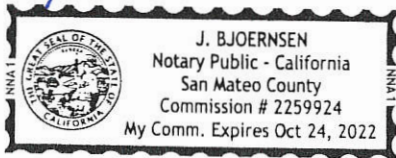
Place Notary SEAL Here:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 11th
day of April, 2019, by Amy Ard

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature J. Bjoernsen