

**RESOLUTION NO. 2885**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE ONE 35' BATTERY ELECTRIC BUS AND CHARGING EQUIPMENT FROM PROTERRA, INC.**

WHEREAS, a goal of SMART (South Metro Area Regional Transit) is to transition its bus fleet to low emission alternatively fueled vehicles; and

WHEREAS, SMART has an immediate need to replace aging diesel buses; and

WHEREAS, SMART was awarded a Federal section 5307 grant specifically for the purchase of a battery electric bus; and

WHEREAS, Proterra is named as a supplier of battery electric buses on the State of Georgia purchasing schedule; and

WHEREAS, Section 3019 of the FAST (Fixing America's Surface Transportation) Act specifically allows the use of interstate contracts for transit capital purchases; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board, and acting as the Local Contract Review Board, is authorized to award the purchase contract in accordance with Federal requirements as recommended by staff.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize SMART to award a Good and Services contract, in substantially the form attached hereto, for one 35' battery electric bus, and charging equipment, to Proterra, Inc.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 15<sup>th</sup> day of March 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Julie Fitzgerald*  
8A974AF3ADE042E...  
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
E781DE10276B498...  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Excused
Councilor Linville	Yes

EXHIBIT:

A. Goods and Services Contract

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the SMART Electric Bus Purchase Project (“Project”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Proterra Inc.**, a Delaware corporation (hereinafter referred to as “Supplier”).

### RECITALS

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Supplier represents that Supplier is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, the State of Georgia solicited proposals from various suppliers of equipment in a manner that complies with Oregon law; and

WHEREAS, the City of Wilsonville seeks to purchase equipment from Supplier under the State of Georgia’s statewide purchasing contract, as authorized by and in compliance with ORS 279A.220; and

WHEREAS, Supplier is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### AGREEMENT

#### **Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: the State of Georgia Statewide Standard Contract Form pursuant to which the City elected to purchase the products and services described herein (the “Georgia State Contract”). Any conflict between this Contract and the Georgia State Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the Georgia State Contract shall be collectively referred to as the “Contract Documents.” All Contract Documents should be read in concert and Supplier is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## Section 2. Goods Purchased

2.1. Supplier will supply the Proterra 35' Catalyst Battery Electric Bus (the "Bus") and Depot Charging Equipment (the "Charging Station") described in the Contract Documents (collectively, the "Equipment") and as more particularly described in the Scope of Equipment attached hereto as **Exhibit A** and incorporated by reference herein.

## Section 3. Payment.

3.1. The City shall pay and Supplier shall accept:

3.1.1. SEVEN HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS (\$787,638) per Bus ("Bus Unit Price"), for a total of Seven Hundred Eighty-Seven Thousand Six Hundred Thirty-Eight Dollars (\$787,638) for the Bus purchased under this Contract.

3.1.2. FIFTY-FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$55,200) per Charging Station ("Charging Unit Price"), for a total of Fifty-Five Thousand Two Hundred Fifty Dollars (\$55,200) for the Charging Station purchased under this Contract.

for a total contract price of EIGHT HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED THIRTY-EIGHT DOLLARS (\$842,838) **BUT SPECIFICALLY EXCLUDING SALES TAX** ("Contract Price"). It is understood and agreed by the City and Supplier that Supplier will be responsible for the collection (as an addition to the aforementioned total contract price) and remittance of sales tax, unless the City provides exemption or similar documentation.

3.2. The Parties agree that, upon the City's final acceptance, Supplier will submit an invoice to the City for payment of the Contract Price, and the City will make payments of the Contract Price on the following schedule:

3.2.1. Bus Payments. The City shall make progress payments in accordance with the below provisions:

3.2.1.1. 100% payment of the Bus Unit Price when the Bus is delivered and accepted by the City at the City's facility in accordance with the provisions of this Contract.

3.2.2. Charging Station Payments. The City shall make progress payments on a per-Charging Station basis in accordance with the below provisions:

3.2.2.1. 100% payment of the Charging Station Unit Price when the Charging Station is accepted by the City in accordance with the provisions of this Contract.



3.2.3. Unless otherwise set forth herein, the City shall make all payments to Supplier no later than thirty (30) calendar days after receipt of an invoice from Supplier.

3.3. The City shall be charged and shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule to be delivered by Supplier within fifteen (15) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice. The City shall also be responsible for and pay any sales tax associated with the purchase of any such spare parts and/or equipment.

3.4. Supplier may charge interest for late payment if payment is delayed after the payment due dates set forth in this **Section 3**. Interest will be charged at a rate not to exceed the prime rate of interest published by *The Wall Street Journal* plus 3%, commencing with the date such payment was due.

3.5. Unless otherwise provided in this Contract, Supplier shall pay all federal, state and local taxes, and duties applicable to and assessable against any work, goods, services, processes and operations incidental to or involved in the Contract, excluding sales taxes associated with the sale of the items set forth herein to the City (i.e., for the avoidance of doubt, the City shall pay any and all sales taxes associated with or resulting from purchases pursuant to this Contract).

3.6. The Equipment price is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

#### **Section 4. Subcontractors and Assignments**

Supplier shall not subcontract with others for any of the services prescribed herein. Supplier shall not assign any of Supplier's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

#### **Section 5. Bus Delivery Schedule and Acceptance Procedures**

5.1. Delivery of Buses shall be determined by signed receipt of the City's designated agent(s) at point of delivery and may be preceded by a cursory inspection of the Bus. Delivery for the Bus shall be FOB at 28879 SW Boberg Road, Wilsonville, Oregon. Delivery must occur on or before November 30, 2021.

5.2. Following delivery by the City to Supplier of a written Notice to Proceed under this Contract for the Bus, Supplier agrees to deliver the Bus pursuant to the schedule agreed upon between Supplier and the City in the pre-production meeting, or as otherwise agreed to by the Parties.

5.3. Hours of delivery shall be according to a mutually agreed upon schedule.

5.4. Prior to the City's final acceptance of each Bus, each Bus shall undergo the City's reasonable tests prior to the City's final acceptance of each Bus. Each Bus will be deemed accepted by the City only when Supplier has complied in all material respects with the final bus design specified in the exhibits to this Contract. Acceptance will not be completed until Supplier has made all reasonably requested repairs to the Bus. The City agrees and acknowledges that it must make its determination on acceptance or non-acceptance no later than twelve (12) calendar days following receipt of each Bus under this Contract or the Bus shall be deemed accepted, and that in the event of any non-acceptance, the City shall provide Supplier a reasonably detailed description of the reasons for non-acceptance. The City shall not be able to reject or not accept a Bus after such twelve (12) calendar day period. Notwithstanding the foregoing, placement of any non-accepted Bus into service shall, notwithstanding anything to the contrary in this Contract, be deemed acceptance of such Bus.

5.5. Supplier's pre-delivery tests and inspections of all Buses shall be performed at or near Supplier's plant/facility, and they shall be witnessed by the City's inspector(s). Any such tests and inspections performed at or near Supplier's plant/facility shall be made using the same criteria as set forth above in 5.4, and if the City inspects and accepts a Bus at or near Supplier's plant/facility, and such Bus has not materially changed when it has been delivered and received by the City as compared to when such Bus was inspected and accepted at or near Supplier's plant/facility, then the City shall not and may not then reject such delivered and received Bus. No post-delivery test/inspection shall apply criteria that are different from the criteria applied in any pre-delivery test/inspection.

## **Section 6. Charging Station Delivery and Acceptance Procedures**

6.1. Delivery of the Charging Station shall be determined by signed receipt of the City's designated agent(s) at point of delivery, unless directed to another location as directed by the City. Delivery locations will be provided by the City prior to production. Delivery of the Charging Station shall be made FOB at 28879 SW Boberg Road, Wilsonville, Oregon.

6.2. Supplier agrees to deliver the Charging Station no later than fifteen (15) days prior to delivery of the first Bus under this Contract.

6.3. Hours of delivery shall be between 8:30 AM through 5:30 PM local time, Monday through Friday, except holidays.

6.4. The Charging Station will be deemed accepted by the City only when Supplier has commissioned the Charging Station and demonstrated that it works to charge the Bus. Acceptance will not be completed until Supplier has made all reasonably requested repairs to the Charging Station. The City agrees and acknowledges that it must make its determination on acceptance or non-acceptance no later than twelve (12) calendar days following receipt of and installation of the Charging Station or the Charging Station shall be deemed accepted, and that in the event of any non-acceptance, the City shall provide Supplier a reasonably detailed description of the reasons for non-acceptance. The City shall not be able to reject or not accept a Charging Station after such twelve (12) calendar day period.

6.5. Whereas, the City accepts responsibility for charger installation and if, through no fault of Proterra, charger installation or functionality is delayed, the City agrees to accept the Bus or Buses that meet final bus design specifications in accordance with the terms and requirements herein, even if the charger installation is not yet functional or is delayed.

## **Section 7. Title**

Supplier shall provide reasonably adequate documents for registering the Bus in the State of Oregon to the City at the time of delivery. Risk of loss on any Bus or Charging Station remains with the Supplier until delivery to the City, at which point risk of loss passes to the City.

## **Section 8. Term of Contract**

The City and Supplier agree that the Term of this Contract shall be for two (2) years, commencing on the later of the Effective Date or the date of the Notice to Proceed (as defined below), unless otherwise extended by written amendment mutually agreed by the City and Supplier. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall the Effective Date be deemed to have occurred, and none of the obligations of the City or Supplier under this Contract shall be deemed to have accrued, until the City has issued to Supplier a written notice to proceed under this Contract (“Notice to Proceed”). In the event no such notice is delivered on or before \_\_\_\_\_, this Contract shall be deemed null and void and of no further force and effect.

## **Section 9. Insurance**

9.1. Business Automobile Liability Insurance. If Supplier will be using a motor vehicle in the performance of the Services herein, Supplier shall provide the City a certificate indicating that Supplier has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

9.2. Workers Compensation Insurance. Supplier and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Suppliers who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than **\$500,000** each accident.

9.3. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Supplier shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Supplier agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days’ prior advance

notice and Supplier will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

9.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Supplier shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Supplier will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 10. Warranties**

Equipment warranties are attached hereto as **Exhibit B**.

## **Section 11. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Supplier.

## **Section 12. Notices**

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:                      City of Wilsonville SMART  
   Attn: Scott Simonton, Fleet Manager  
   29799 SW Town Center Loop East  
   Wilsonville, OR 97070-9454

To Supplier:                Proterra Inc.  
   Attn: Rich Feldman  
   1815 Rollins Road  
   Burlingame, CA 94010

## **Section 13. Required Federal Provisions**

This Contract is funded, in whole or in part, with federal funds. Supplier must therefore comply with all of the following, in addition to the provisions listed above:

13.1. **Energy Conservation.** Supplier 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.

13.2. **Bus Testing.** Supplier agrees to comply with the Bus Testing requirements under 49 USC § 5318(e) and the FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Supplier shall obtain a copy of the bus testing report(s) from the operator of the testing facility and is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City prior to final acceptance of the first vehicle by the City. The complete bus testing reporting requirements are provided in 49 CFR § 665.11.

13.3. **Recovered Materials.** Supplier agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 CFR Part 247).

13.4. **Buy America.** Supplier agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Supplier shall have submitted the appropriate Buy America certification to the City before commencement of any Work. Supplier must have submitted to the City the appropriate Buy America certification with its Proposal, as proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit C**.

13.5. **Clean Air and Clean Water.** Supplier agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Supplier agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) "List of Violating Facilities," and it will report any violation of use of prohibited facilities to the City. Supplier understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the Federal Transit Administration and the appropriate EPA Regional Office.

13.6. **Pre-Award and Post-Delivery Audit Requirements.** Supplier agrees to comply with 49 USC § 5323(m) and the FTA's implementing regulation at 49 CFR Part 663. Supplier shall comply with the Buy America certification submitted with its Proposal. Supplier agrees to participate and cooperate in any pre-award or post-delivery audits performed pursuant to 49 CFR Part 663 and related FTA guidance.

13.7. **Access to Records.** The following federal access to records requirements apply to this Contract:

13.7.1. Supplier agrees to retain complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

13.7.2. Supplier agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Supplier will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) 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 records will be until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

13.7.3. Supplier agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Supplier which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Supplier also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

13.8. **Lobbying Restrictions.** Supplier certifies, to the best of its knowledge and belief, that:

13.8.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Supplier, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an 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.

13.8.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Supplier will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.



**13.9. Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, Supplier will compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

**13.9.1. Liquidated Damages.** In the event of any violation of the requirements of this Section, Supplier will be liable for the unpaid wages. In addition, Supplier and subcontractor will 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 requirements of this Section in the sum of ten dollars (\$10) for each calendar day on which such individual was required to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this Section.

**13.9.2. Withholding.** The FTA 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 this Section.

**13.10. Civil Rights Requirements.** The following civil rights and equal employment opportunity requirements apply to this Contract, and Supplier shall at all times comply with these requirements:

**13.10.1. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Supplier agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition,

Supplier agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

13.10.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, 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, Supplier agrees to comply with any implementing requirements the FTA may issue.

13.10.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance" (45 CFR Part 90); and federal transit law at 49 USC § 5332, Supplier agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

13.10.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Supplier agrees that it will not discriminate against individuals on the basis of disability. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

13.11. **Disadvantaged Business Enterprises.** If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City's DBE program. Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Supplier 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 City deems appropriate.



### 13.12. Program Fraud and False or Fraudulent Statements and Related Acts.

13.12.1. Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this equipment purchase. Upon execution of this Contract, Supplier 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 this Contract or the FTA assisted equipment purchase. In addition to other penalties that may be applicable, Supplier 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 Supplier to the extent the Federal Government deems appropriate.

13.12.2. Supplier 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 the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Supplier, to the extent the Federal Government deems appropriate.

13.13. **Suspension and Debarment.** Supplier will comply with and facilitate compliance with U.S. Department of Transportation 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 Government wide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Supplier is required to verify that its principals, affiliates, and any subcontracts are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

Supplier is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its Proposal, Supplier has certified as follows:

***The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Supplier knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Supplier agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.***

**13.14. Trafficking in Persons.**

13.14.1. Supplier agrees that it and its employees that participate in the delivery of the vehicle covered under this Contract may not:

13.14.1.1. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

13.14.1.2. Procure a commercial sex act during the period of time that this Contract is in effect; or

13.14.1.3. Use forced labor in the performance of the Contract or any subcontracts thereunder.

13.14.2. Supplier agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

13.14.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

13.14.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.

13.14.3. Supplier agrees to, and assures that each subrecipient will:

13.14.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

13.14.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, Suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

**13.15.Safe Operation of Motor Vehicles.** Supplier is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Supplier agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Supplier owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Work performed under this Contract.

**13.16. Federal Changes.** Supplier shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended

or promulgated from time to time during the term of this Contract. Supplier's failure to so comply shall constitute a material breach of this Contract.

**13.17. Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 14**, below.

**13.18. No Obligation by the Federal Government.** The City and Supplier acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 City, Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

**13.19. Federal Transit Administration (FTA) Terms Controlling.** 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 Contract. Supplier shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

#### **Section 14. Early Termination; Default**

14.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

14.1.1. By mutual written consent of the parties;

14.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Supplier by mail or in person; or

14.1.3. By Supplier, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Supplier, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

14.2. If the City terminates this Contract, in whole or in part, due to default or failure of Supplier to perform Services in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of ten (10) days to cure the default. If Supplier notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure

period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

14.3. If the City terminates this Contract for its own convenience not due to any default by Supplier, payment of Supplier shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Supplier against the City under this Contract.

14.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination.

## **Section 15. Liquidated Damages**

15.1. The City and Supplier recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the bus is not delivered on time in accordance with this Contract. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the bus is not delivered on time. Accordingly, instead of requiring any such proof, the City and Supplier agree that as Liquidated Damages for delay (but not as a penalty), Supplier shall pay the City the amount of One Hundred Dollars (\$100) per day for each and every day that expires after the agreed upon delivery date (“Liquidated Damages”).

15.2. The parties further agree that this amount of Liquidated Damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the Liquidated Damages above, Supplier shall reimburse the City for all costs incurred by the City for inspection and project management services required beyond the time specified for final delivery of the bus. If Supplier fails to reimburse the City directly, the City will deduct the cost from Supplier’s final pay request.

15.3. Supplier will not be responsible for Liquidated Damages or be deemed to be in default by reason of delays in performance due to reasons beyond Supplier’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, epidemics, or actions of unrelated third parties not under Supplier’s direction and control that preclude Supplier from performing under the Contract (“Force Majeure”). In the case of the happening of any Force Majeure event, the time for completion of Supplier’s performance under the Contract will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

## **Section 16. Miscellaneous Provisions**

16.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City’s sole discretion, will apply.

16.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

16.3. Equal Opportunity. No person shall be discriminated against by Supplier in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City.

16.4. No Assignment. Supplier may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City. Such consent of the City shall not be required in the event of any transfer or assignment in connection with any merger, acquisition (whether stock or asset) or other change of control involving Supplier.

16.5. Adherence to Law. This Contract shall be subject to, and Supplier shall adhere to, all applicable federal, state, and local laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Supplier is required by law to obtain or maintain in order to perform the work described in this Contract shall be obtained and maintained throughout the term of this Contract.

16.6. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, and 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

16.7. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

16.8. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

16.9. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder

to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

16.10. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

16.11. Modification. This Contract may not be modified except by written instrument executed by Supplier and the City.

16.12. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

16.13. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

16.14. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16.15. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

16.16. Interpretation. As a further condition of this Contract, the City and Supplier acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

16.17. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.



16.18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

16.19. Authority. Each party signing on behalf of Supplier and the City hereby warrants actual authority to bind their respective party.

The Supplier and the City hereby agree to all provisions of this Contract.

**SUPPLIER:**

**CITY:**

PROTERRA INC.

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney  
City of Wilsonville, Oregon



### BUS AND CHARGER OPTIONS CONFIGURATOR

<b>Customer</b>	South Metro Area Regional Transit (SMART)
<b>Number of buses</b>	1
<b>Bus length / model</b>	35' Catalyst E2
<b>Number of chargers</b>	1
<b>Charger Mfg / Model</b>	60kW PCS + Remote Dispenser
<b>Contract/P.O. #</b>	TBD
<b>Delivery Date</b>	TBD

DESCRIPTION	UNIT PRICE	# OF UNITS	TOTAL PRICE
<b>BUS &amp; CONFIGURABLE OPTIONS</b>			
Base bus (GA State Schedule, 440kWh Battery Capacity)	\$754,321	1	\$754,321
Configurables	\$33,317	1	\$33,317
Warranty (Standard Warranty Package at \$0)	\$0	1	\$0
<b>Sub-Total, Bus with Config &amp; Warranty:</b>	<b>\$787,638</b>	<b>1</b>	<b>\$787,637.71</b>
<b>CHARGING EQUIPMENT</b>			
Charger	\$51,000	1	\$51,000
<b>Sub-Total, Charging Equipment:</b>	<b>\$51,000</b>	<b>1</b>	<b>\$51,000</b>
<b>OTHER ITEMS</b>			
Training (Standard Training Package at \$0 Price)	\$0	1	\$0
Manuals (Standard Training Package at \$0 Price)	\$0	1	\$0
Tools (None Selected)	\$0	0	\$0
Parts and other service (None Selected)	\$0	0	\$0
<b>Sub-Total, Other Items (Incl. Tax):</b>	<b>\$0</b>		<b>\$0</b>
<b>TOTAL:</b>			<b>\$838,638</b>

Approved by:





Option Tracker - Bus Configuration

OPTION TRACKER				REV C02
Customer		South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Bus): <b>\$33,317</b>
Number of buses		1		
Bus Length / Model		35' Catalyst E2		
Contract/P.O. #		TBD		
Tentative Delivery Date		TBD		
Protterra Tech Spec	Category	Customer Selection	Option	Price Impact
TS 9	Propulsion System (Electric) Energy Storage System	X	E2 - Four (4) HV Battery Packs, 440kWh	\$0
TS 9	Electric Drivetrain	X	Base - 250kW ProDrive (Motor, Inverter, & 2-speed Transmission)	\$0
TS 9	Overhead Charging Interface	X	Base - None	\$0
TS 9	Charge Ports	X	Two (2) J1772-CCS Charge Ports: (1) Curbside Rear & (1) Streetside Rear	\$2,565
TS 5.10	Fire Detection / Suppression	X	Special Request - Fire Detection Only	\$2,325
TS 25	Towing	X	Base - Capable of front tow, no rear tow	\$0
	Tow Connections	X	Base - Single Male Industrial fitting @ bumper and Rear SS access panel	\$0
TS 32.1	Wheels (22.5 x 9")	X	Base - Clean Buff Aluminum, ALCOA PN 896517	\$0
		X	Base - Torque Indicators, Green (Wheel Check WLCH-B)	\$0
		X	Hubodometer - Veeder-Root Mechanical	\$233
		X	Spare Wheel	\$593
TS 32.2	Tires	X	Base - Michelin X InCity Energy Z LR L- 315/80R22.5	\$0
		X	Spare Tire (per Tire)	\$735
TS 33	Steering Wheel	X	Base - Standard Protterra Layout (Leather 18")	\$0
TS 46.3	Visors / Sun Shades	X	Front 30" / Side 48" (Half solid/Half Mesh)	\$116
TS 46.4	Drivers Controls	X	Add Emergency Brake Release Valve (Base has none)	\$7
		X	Special Request - Relocated parking break and release valves Reference Template	\$2,400
TS 46.6	Driver Foot Controls	X	Adjustable Pedals	\$1,539
TS 47	Driver's Amenities	X	Cup Holder	\$83
		X	Heated Seat (Reference Winter Weather Selection), included in seat cost	\$603
TS 49	Driver's Seat	X	USSC P/N TBD Quote Outstanding	\$731
			<ul style="list-style-type: none"> <li>OEM Bus Chassis Style - Protterra</li> <li>Bus Base - Low Profile Adapter &amp; Cross Bracing, 10" Slides</li> <li>Black Lap Belt - 9" RH Receptor - Dual Sensing - 74"</li> <li>Suspension - Standard Air</li> <li>Slide Release Style - Center Air Release (Low Profile)</li> <li>Slide Button Configuration - Air Slide</li> <li>Switchbox Location - Right Hand Controls</li> <li>Back Adjuster - Continuous Adjustment (Knob)</li> <li>Back Recline Angle - 15 Degrees (Standard)</li> <li>Back Style - Medium</li> <li>Back Foam - Poly</li> <li>Cushion Foam - Poly</li> <li>No Seat Alarm</li> <li>Headrest - Standard Black Vinyl</li> <li>No Armrests</li> <li>Cover - Fabric &amp; Vinyl, Std Black</li> </ul> Heated Option	
TS 49.8	Mirrors (Exterior)	X	Base - SafeFleet Low Mount SS Exterior Mirror / High-Mount CS Ext. Mirror w/ Integrated LED Turn Signal Lamp	\$0
TS 52	Driver's Side Window	X	Base - Flush Mounted, Single Slider Opening, Rocker Latch Handle, 75% Green, 5mm Tempered Glass	\$0
TS 53.4	Passenger Windows	X	Base - Single-Piece, Flush Mounted, 50% Grey, 5mm Tempered Glass	\$0
TS 53.2	Emergency Exit (Egress)	X	Special Request - Base plus 1 additional egress window on CS3 see template	\$2,813
TS 54	HVAC	X	Base - Eberspaecher 136 All Electric HVAC - R134a refrigerant, 30 kW cooling, 16 kW heating (110F to 80F in 30 min. Meets Modified Houston Pull Down)	\$0
	Winter Weather Package	X	Base - None	\$0
TS 62	Hatches	X	Base - 1 x Opaque Manually Operated	\$0
TS 66	Front License Plate Holder	X	Mounted on Front bumper, toward street side of bus	\$40
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
TS 70.2	Bike Rack	X	Sportworks 3 position - APEX 3 (Not Available in CA)	\$1,782
TS 70.2	Bike Rack Sensor	X	Base - No Sensor Installed	\$0
TS 71.1	Appearance (Exterior Graphics)	X	Base - Base bus gel coat in white (high-gloss finish)	\$0
TS 72	Decals, Numbering and Signaling	X	Base - Protterra Decal Package Biligual (English & Spanish)	\$0
TS 75.1	Operator's Barrier	X	Special Request - Protterra Sneeze Guard	\$220
TS 75.8	Floor Covering	X	Base - Altro Meta 2.7 (Color = TFM2702 Genome 2.7mm)	\$0
TS 75.9	Interior Lighting	X	Base - Overhead LED Interior Lighting - White	\$0
TS 76	Fare Collection	X	Base - None	\$0
TS 78	Passenger Seating	X	American Seating Insight, 29-Pass., 2 A.R.M (4-pt) ADA Securement Systems	\$158
TS 79	Passenger Assists (Stanchions)	X	Base - Stainless steel except exit stanchions (yellow), 2 modesty panels without polycarbonate screens	\$0
		X	Base plus Rear Electric Plug-Slide Door (additional stanchions at exit door)	\$498
TS 79.5	Overhead	X	Base - 6 Grey Nylon Prima Grab Straps w/ Plastic Knuckle	\$0
TS 80	Passenger Doors	X	Ventura Electric, Rear Door is Plug, Slide Door	\$4,969
	Rear Door Operation	X	BASE - Driver Controlled Rear Door	\$0

Approved by:



## Option Tracker - Bus Configuration

OPTION TRACKER				REV C02
<b>Customer</b>	South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Bus):	\$33,317
<b>Number of buses</b>	1			
<b>Bus Length / Model</b>	35' Catalyst E2			
<b>Contract/P.O. #</b>	TBD			
<b>Tentative Delivery Date</b>	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
	Door Safety	X	Ventura VIP IR Sensor	\$1,050
TS 81.1	Loading Systems for Low-Floor Bus	X	Lift U LU11 6:1	\$2,436
TS 81.5	Wheelchair Accomodations	X	Base -2 ADA Positions with 4-point ADA securement system (Q'Straint)	Incl. Seat Quote
TS 83	Destination Signs	X	Base - Hanover, Amber Front - 160x17, Curb Side - 112x15, NO REAR SIGN	-\$150
TS 84	Interior Doc Holders & Advertising	X	Add 11" Advertisement Holders	\$286
	Exterior Advertising	X	Base - None	\$0
TS 85	Passenger Stop Request / Exit Signal	X	Base - Touch Tape, Single Switch on Stanchion Forward of Rear Door	\$0
	ADA Stop Request Signal Type	X	Base - Touch Pad on Seat	\$0
	Stop Requested-Next Stop Sign	X	Base - Backlit "Stop Requested" sign, Transign #SRD300	\$0
TS 86.1	Camera Surveillance System	X	Special Request - REI HD800 Reference Surveillance Template	\$5,892
TS 86.2	Public Address System	X	Base - REI PA Only w/ Gooseneck mic activation switch on mic. 8 interior speakers and 1 exterior speaker	\$0
		X	Base - None	\$0
TS 86.3	Automatic Passenger Counter (APC)	X	Special Request - Space claim in the radio box for equipment install later.	\$0
		X	Special Request - Wiring Provisions Reference Electronics Template	\$750
TS 86.4.4	Emergency Alarm	X	Base - Covert switch Triggers Destination Sign Emergency Message ONLY	\$0
TS 86.5	Voice/CB (2-way) Radio System	X	Special Request - Provisions for Motorola Radio Reference Electronics Template	\$300
TS 86.6	Interior Passenger Display Monitors	X	Base - None	\$0
TS 87	Event Data Recorder	X	Base - None	\$0
TS 88	Pedestrian Turn Warning System	X	Base - None	\$0
	Other	X	Special Request - Yield to Bus Sign	\$345

Approved by:



### Option Tracker - Charger Configuration

CHARGER				REV C02
<b>Customer</b>	South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Unit):	\$51,000
<b>Bus Length / Model</b>	35' Catalyst E2			
<b>Number of chargers</b>	1			
<b>Contract/P.O. #</b>	TBD			
<b>Tentative Delivery Date</b>	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	SAE J1772 CCS Type 1 Plug-In Chargers	X	60kW Proterra PCS + Remote Dispenser	\$47,500
NA	Plug-In Charger Accessories	X	Base: 10' CCS Cord, Wall-Mounted	\$0
		X	Pedestal Mounting	\$750
NA	Charger Commissioning	X	60kW or 125kW Plug-In Charger Commissioning (per PCS unit)	\$2,750

Configuration as noted above approved by:



Option Tracker - Warranty Options

WARRANTY		REV C02
Customer	South Metro Area Regional Transit (SMART)	Option Content Pricing (Per Bus): \$0
Number of buses	1	
Bus Length / Model	35' Catalyst E2	
Contract/P.O. #	TBD	
Tentative Delivery Date	TBD	

Place a "Y" in column "C" 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)

Warranty Area	Warranty Terms: Template Name	Covered Items	Warranty Type	Duration	Unit of Time	Warranty Applicable (Indicate "Y" if Yes)	Price	Extended Price
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	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 Pump/Motor	Standard	2	Years	Y	N/C	N/C
Complete Vehicle (ProDrive)	Complete Vehicle (ProDrive) - 1 Year/50,000 Std	Limited warranty	Standard	1	Years	Y	N/C	N/C
Control Systems Package	Control Systems Package - 2 Year/100,000 Std	ZR Vehicle Controller, Multiplex, Powertrain Controller, DMUX, Charge Controller, WCCM (Pantograph), Data Logger, Ride Height Controller, Body Controller, ABS Controller	Standard	2	Years	Y	N/C	N/C
HV Power Electronics & Cooling Package	HV Power Electronics & Cooling Package - 2 Year/100,000 Std	VFD, DC-DC, EMP Pump, HV Junction Box, Radiator, Grayson Pump (if equipped)	Standard	2	Years	Y	N/C	N/C
HVAC Package	HVAC Package - 2 Year/100,000 Std		Standard	2	Years	Y	N/C	N/C
Propulsion System Package (ProDrive)	Propulsion System Package (ProDrive) - 2 Year/100,000 Std	Traction Motor, Traction Motor Inverter, Transmission, Output Flange, Drive Shaft	Standard	2	Years	Y	N/C	N/C
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
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
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	Charger Depot - 2 Year Std		Standard	2	Years	Y	N/C	N/C

Approved by:



**PROTERRA**

**Option Tracker - Training Options**

TRAINING				REV C02
<b>Customer</b>	South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Order):	\$0
<b>Number of buses</b>	1			
<b>Bus Length / Model</b>	35' Catalyst E2			
<b>Contract/P.O. #</b>	TBD			
<b>Tentative Delivery Date</b>	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	FSR Familiarization Coaching (Introduction to the bus)	X	Base - Up to 8, 2hr classes (16hrs total)	\$0
NA	First Responder Training	X	Base - 1, 2-4hr class (8hrs total)	\$0
NA	Operator Training - Depot Charge	X	Base - 4, 4hr classes (16hrs total)	\$0
NA	Bus Maintenance Training	X	<b>Option 1</b> 3, 16hr classes (Maintenance 1, Maintenance 2, Advanced Diagnostics and Troubleshooting)  *Dependant on agency's needs/availability **This option requires the same student roster for each session ***Classes are typically delivered 30 days after vehicle delivery, 120 days after vehicle delivery, and 30 days prior to the end of the 1st year of warranty respectively	\$0
NA	Charger Maintenance Training - PCS Chargers	X	Base - 1, 8hr class	\$0

Configuration as noted above approved by:




**PROTERRA**

**Option Tracker - Manuals Options**

MANUALS				REV C02
<b>Customer</b>	South Metro Area Regional Transit (SMART)		Option Content Pricing (Per Order):	\$0
<b>Number of buses</b>	1			
<b>Bus Length / Model</b>	35' Catalyst E2			
<b>Contract/P.O. #</b>	TBD			
<b>Tentative Delivery Date</b>	TBD			
Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
NA	Parts Manual	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0
NA	Operator Manual	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0
NA	Maintenance and Repair Manual	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0
NA	Quick Reference Guides	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0
NA	Electrical Schematic	X	Base - Unlimited view/download access to electronic PDF on ShareFile.	\$0

Configuration as noted above approved by:

		<b>Driver's Overhead Plate</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #			Lot/Build #:	02	Revision: A01


Agency Technical Contact	
Name:	Scott Simonton
Phone:	
Email:	simonton@ci.wilsonville.or.us

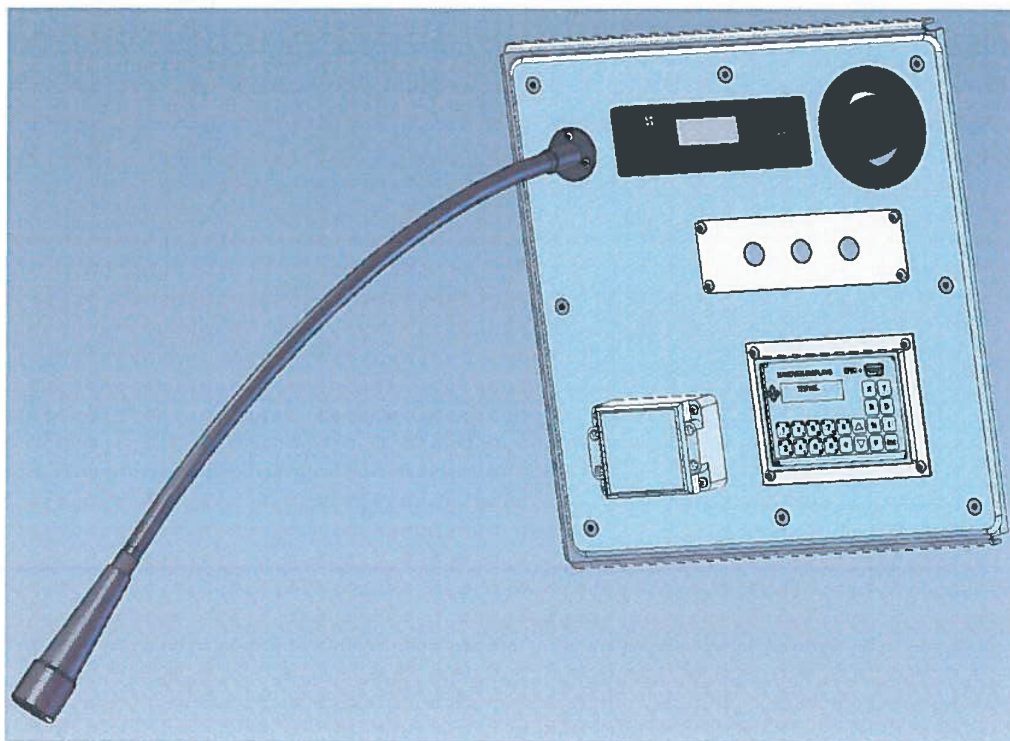
## Proterra 35' Driver's Overhead Plate

### Proterra standard equipment on overhead panel

- Standard 3" Driver's Conditioned Air Ducts (QTY: 2)
- Standard HVAC Control Unit



 <b>PROTERRA</b>	<b>Driver's Overhead Plate</b>			
Agency:	<b>South Metro Area Regional Transit</b>			
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01

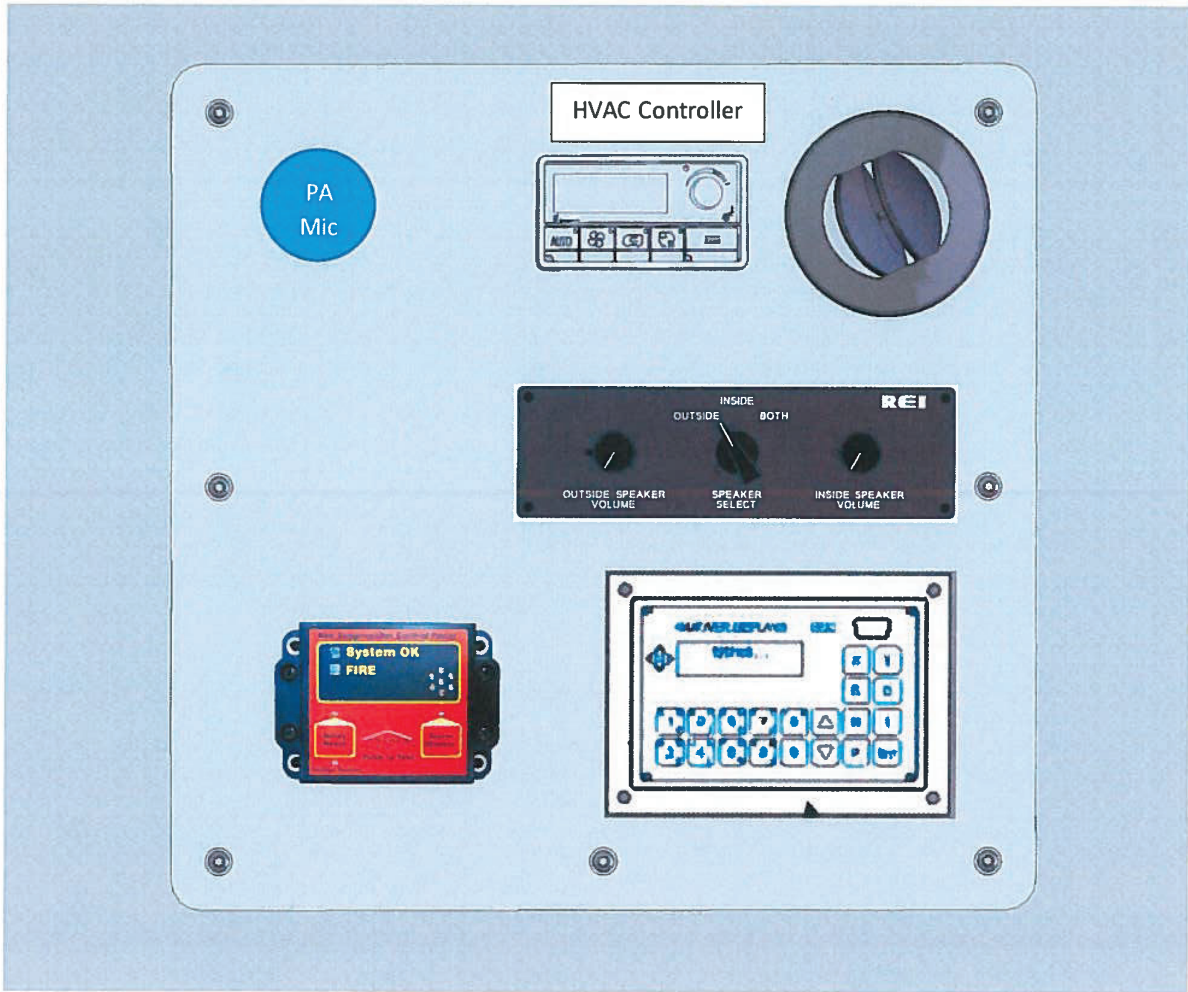



SMART Lot 1 Overhead Plate



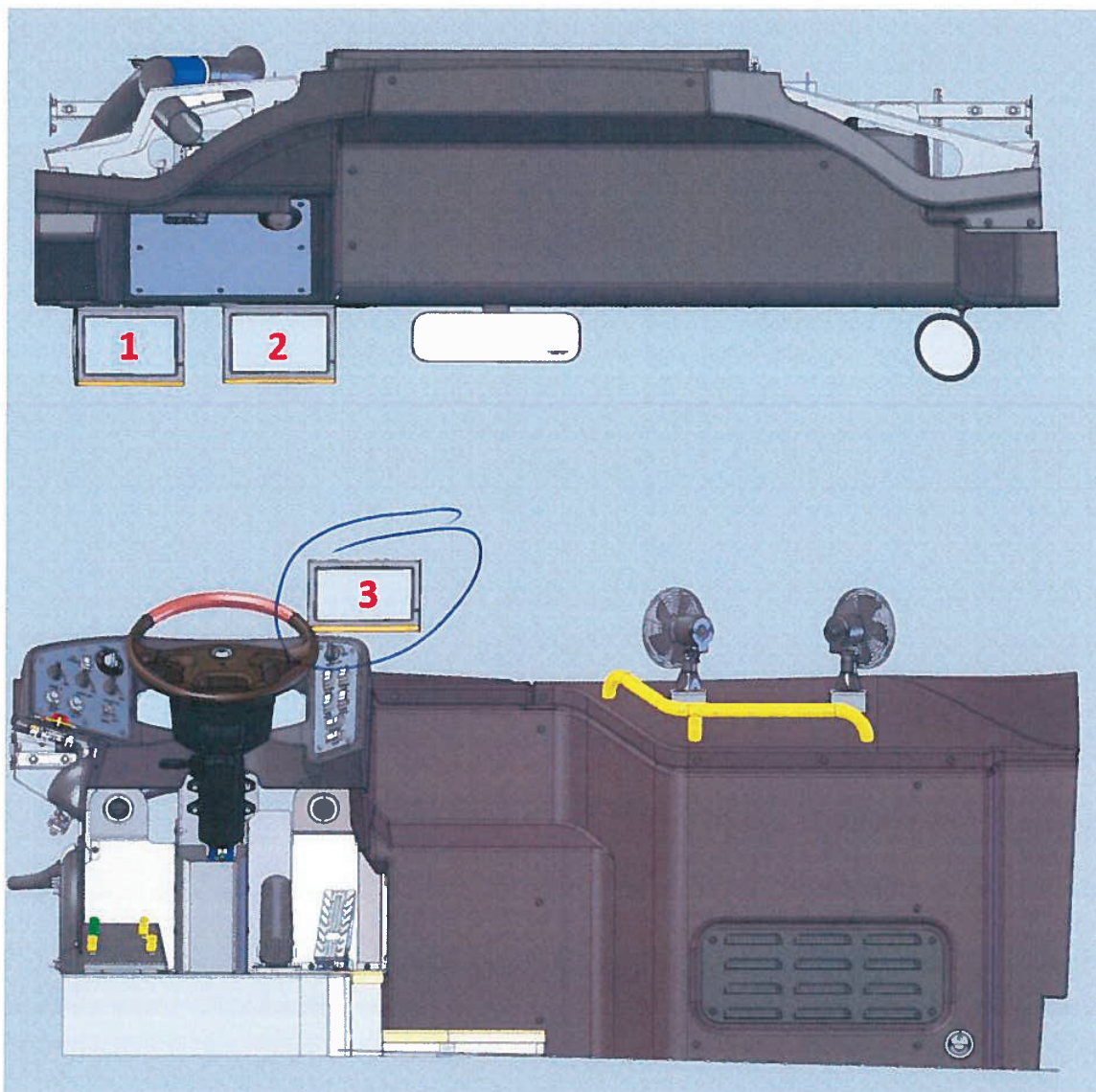
		<h2>Driver's Overhead Plate</h2>			
Agency: <b>South Metro Area Regional Transit</b>					
Proterra Contact: Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated: 11.03.2020			
Agency Contact: Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline: mm.dd.yyyy			
Arena File Number #		Lot/Build #: 02		Revision: A01	


Please Sketch Any Desired Custom Configurations on Drawing Provided:



		<h3>Driver's Overhead Plate</h3>	
<b>Agency:</b> South Metro Area Regional Transit			
<b>Proterra Contact:</b> Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076			<b>Dated:</b> 11.03.2020
<b>Agency Contact:</b> Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567			<b>Deadline:</b> mm.dd.yyyy
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02	<b>Revision:</b> A01	

Please indicate the preferred location (1, 2, 3) for driver's interface systems (MDT, Orbstar etc...). If alternate location is desired, please indicate below. Additionally, please indicate the desired location for other driver's interface devices (Radio, Fare Collection, Card reader etc.) *#3 selected*




 <b>PROTERRA</b>		<b>Driver's Overhead Plate</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #			Lot/Build #:	02	Revision:
					A01

**Customer Configuration Specifications:**


- Fill out the table below for devices and components that the driver will interface with. Please include a description (ex. Radio, MDT, Fire Suppression Module), the desired location (ex. Overhead plate, CS Dash), and the vendor.

#	Vendor	Description	Location	QTY
1	Hannover	Sign controller	See above	1
2	REI	Driver interface	See above	1
3	REI	PA Microphone	See above	1
4	Amarex	System control head	See above	1
5				

Agency Representative: (Print) <i>Scott Simonon</i>		Date:
(Sign) 		<i>11/12/20</i>
<p><i>Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.</i></p>		

Salesforce #'s				
Rev	Change Description	Created By	Date	ECR-#



 <b>PROTERRA</b>		<b>Electronics Template</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	02	Revision:	A01

Agency Technical Contact	
Name:	Scott Simonton
Phone:	
Email:	simonton@ci.wilsonville.or.us

**Custom Configuration Specifications:**


- Review all vendor quotes to ensure a correct and complete bill of material. Customers are not expected to verify cables or harnesses.
- All 3<sup>rd</sup> party on board systems that interface with the vehicle should be included in this document. This includes but is not limited to: Intelligent transportation system (ITS), Video Surveillance, Radio etc.

Vendor Name	Quote Number	Customer Approved
SMI/Transpec -Yield Sign P/N 7600-000-000		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

**Testing and Witnessing Requirements:**

- Proterra will, to the greatest extent possible, test equipment to ensure proper installation and operation.
- Proterra will complete and execute a test plan specific to the customer configuration.
- The Proterra standard is for CAD/AVL suppliers to visit Proterra facility and provide signoff on system installation and functionality.

Does the customer want to witness the system testing?	<b>No</b>
Does the customer have a specific test plan that needs to be completed before acceptance?	<b>No</b>
Does the customer require a vendor to witness and complete system test?	<b>No</b>
Which vendor(s) are required for this activity?	<b>NA</b>

 <b>PROTERRA</b>		<b>Electronics Template</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	02	Revision:	A01

**Future ITS system provisional wiring:**

Wires for provisions will be blunt cut, capped off, and labeled. Wires for provisions will be located in the street side wheel well radio box with 1' service loop.

Power protected by 15A resettable circuit breakers

- 12v Unswitched
- 24v Unswitched


Power Protected by 10A resettable circuit breakers

- 12v switched
- 24v switched

Four Ground wires will be provided along with the power provisions.

+12V High Side Discrete Signals

- Front Door Open
- Rear Door Open
- Left Turn Signal
- Right Turn Signal
- Reverse
- ADA Ramp Deployed
- Stop Requested
- ADA Stop Requested


 <b>PROTERRA</b>		<b>Electronics Template</b>				
Agency:		<b>South Metro Area Regional Transit</b>				
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020	
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy	
Arena File Number #			Lot/Build #:	02	Revision:	A01

**Provisional Installations – Items to be installed by the Agency after taking delivery of the bus.**


**Note: Proterra does not accept parts provided by the Agency for installation. The installation of such parts is the sole responsibility of the Agency.**

- For any component not included in a quote, and mechanical or electrical provisions are required, please detail the components in the table below.
- Please indicate the desired level of electrical and mechanical provisions. Electrical provisions can either include unterminated or terminated wiring. Mechanical provisions can either include space allocation or mounting provisions (i.e. pre-drilled holes, weld-nuts and/or mounting brackets).
- Vendor information and a contact for the vendor is required for these components.

#	Vendor	Description	Elec Provisions (Blunt/Term)	Mech Provisions (Space/Mount)
1	TBD	CAD/AVL/ITS Provisions	See Above	Space in radio box
2	TBD	APC System	NA	Space in radio box
3	Motorola	2-Way Radio	+12V and Ground run to right side of the dash.	Space on right side of dash
4				
5				
6				


Agency Representative: (Print) <i>SCOTT SIMANTON</i>	Date: <i>11/12/20</i>
(Sign) 	
<p><i>Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.</i></p>	

Sales Force #'s		Change Description	Created By	Date	ECR-#
Rev					

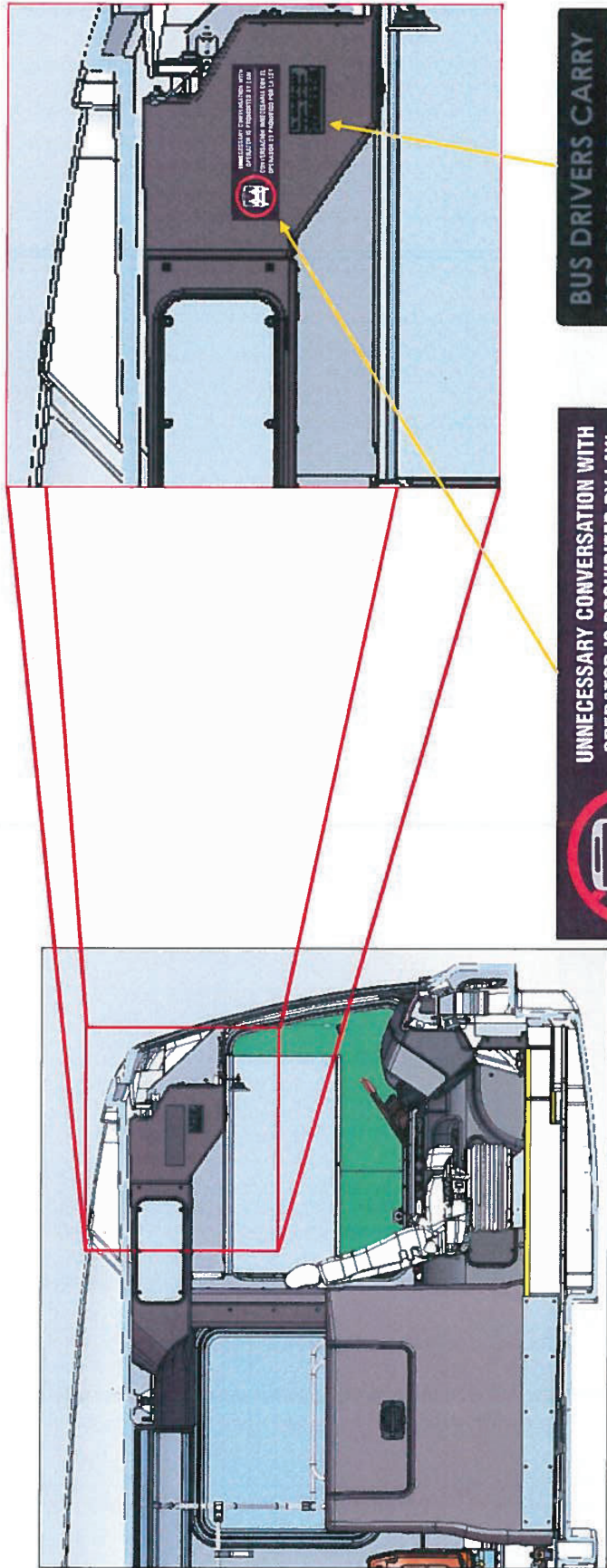
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy

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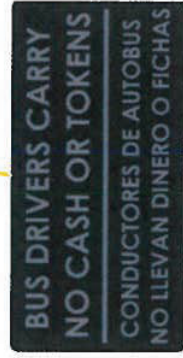
<b>35' Platform [English / Spanish]</b>			
ITEM #	PART NUMBER	DESCRIPTION	QTY
10	017408	PLACARD, UNNECESSARY CONVERSATIONS	1
20	017409	PLACARD, BUS DRIVERS CARRY NO CASH OR COINS	1
30	017427	PLACARD, EMERGENCY EQUIPMENT	1
40	017410	PLACARDS, FIRE EXTINGUISHER	1
50	039885	DECAL, PROHIBITED ITEMS / ACTIVITIES	1
60	017472	PLACARD, EMERGENCY DOOR RELEASE	2
70	017404	DECAL, WATCH YOUR STEP, ENG/SP	3
80	008324	DECAL, WHEELCHAIR SECUREMENT	2
90	008700	DECAL, PRIORITY SEATING, ENG/SP	2
100	008698-001	DECAL, WATCH YOUR STEP, VERTICAL (BLACK ON CLEAR)	2
110	008699-001	DECAL, PISE CON CUIDADO, VERTICAL (BLACK ON CLEAR)	2
120	007271	DECAL, WATCH YOUR HEAD, WHITE TEXT ON RED	2
130	017704	DECAL, DO NOT TOUCH, VERTICAL	4
140	006946	DECAL, EMERGENCY EXIT, WINDOW, BILINGUAL	2
150	018904	DECAL, EMERGENCY EXIT	3
160	017856	DECAL, EMERGENCY EXIT, REAR DOOR	7
170	018892	DECAL, WINDOW AHEAD, EMERGENCY EXIT	2
180	049242(3)	DECAL, EPA (CARB) EMISSION LABEL, MY2020	1
190	039386	DECAL, PROP 65 WARNING	1

<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
	<b>Agency:</b> South Metro Area Regional Transit
<b>Proterra Contact:</b>	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
<b>Agency Contact:</b>	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
<b>Arena File Number #</b>	Lot/Build #: 02 Revision: A01
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy

**Item #10 - PLACARD, UNNECESSARY CONVERSATIONS / Item #20 - PLACARD, BUS DRIVERS CARRY NO CASH OR COINS**



PN: 017408; PLACARD, UNNECESSARY CONVERSATIONS

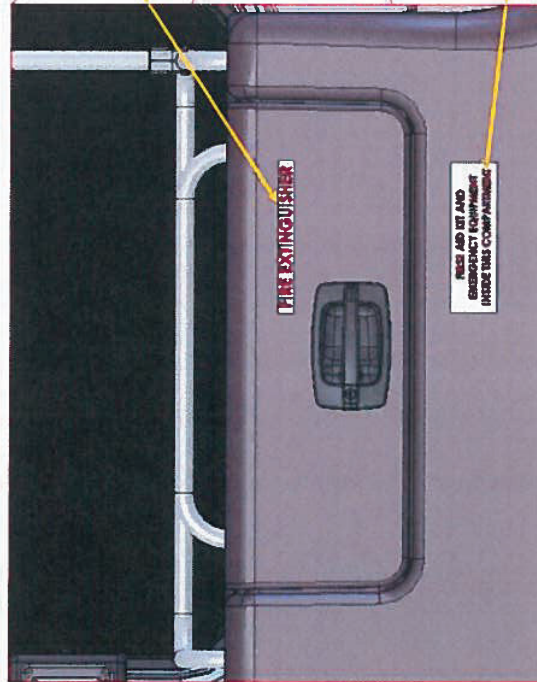


PN: 017409; PLACARD, BUS DRIVERS CARRY NO CASH OR COINS



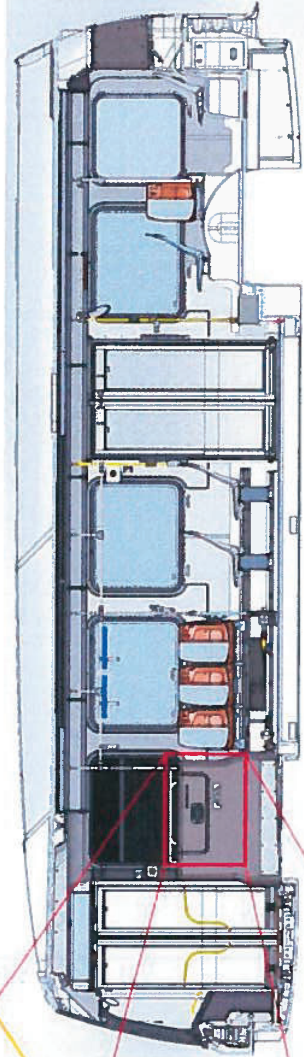
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
<b>PROTERRA</b>	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy

**Item #30 – PLACARD, EMERGENCY EQUIPMENT / Item #40 – PLACARD, FIRE EXTINGUISHER**



**FIRE EXTINGUISHER**

PN: 017410; PLACARD, FIRE EXTINGUISHER



**FIRST AID KIT AND EMERGENCY EQUIPMENT INSIDE THIS COMPARTMENT**

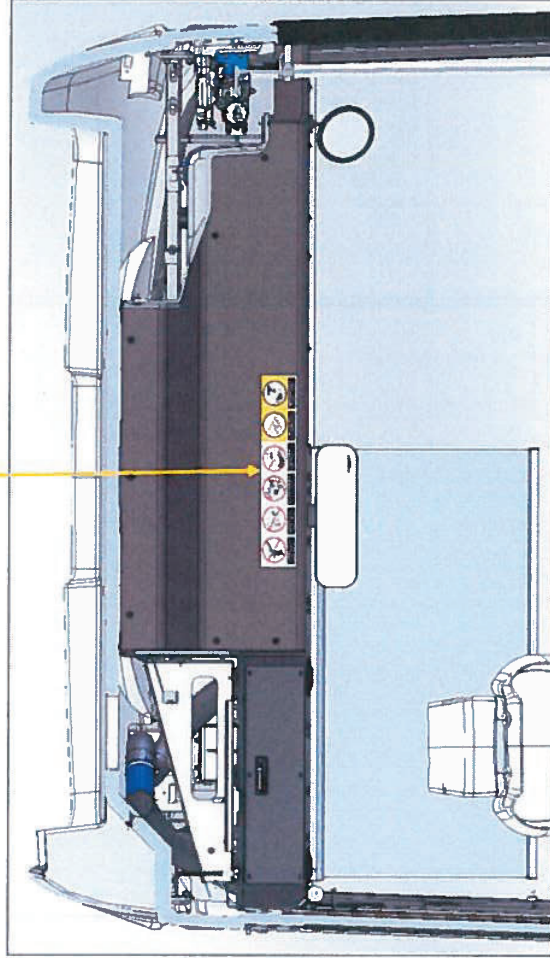
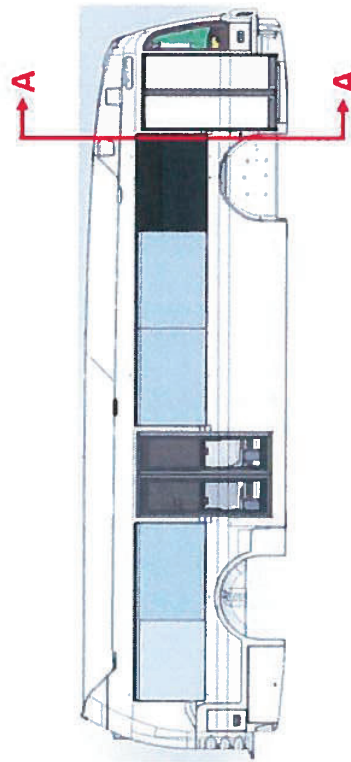
PN: 017427; PLACARD, EMERGENCY EQUIPMENT

<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
Agency:	South Metro Area Regional Transit		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		
Arena File Number #	Lot/Build #:	02	Revision:
			A01
	Dated:	11.03.2020	
	Deadline:	mm.dd.yyyy	

**Item #50 – DECAL, PROHIBITED ITEMS / ACTIVITIES**




**PN: 039885; DECAL, PROHIBITED ITEMS / ACTIVITIES**

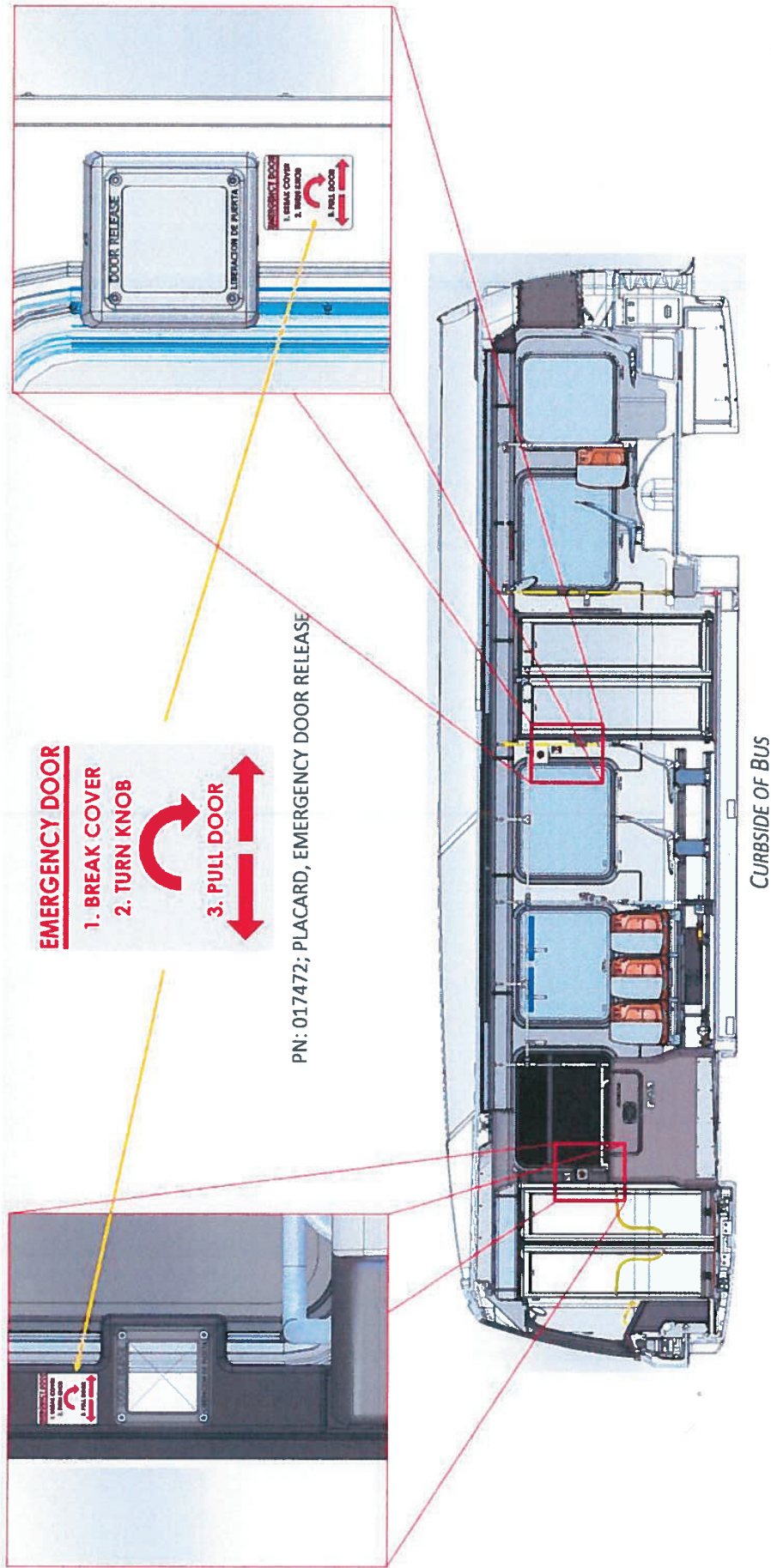


**SECTION A-A**




<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
	<b>Agency:</b> South Metro Area Regional Transit	<b>Dated:</b> 11.03.2020	
<b>Proterra Contact:</b>	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	<b>Deadline:</b> mm.dd.yyyy	
<b>Agency Contact:</b>	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	<b>Revision:</b> A01	
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02		

**Item #60 – PLACARD, EMERGENCY DOOR RELEASE**

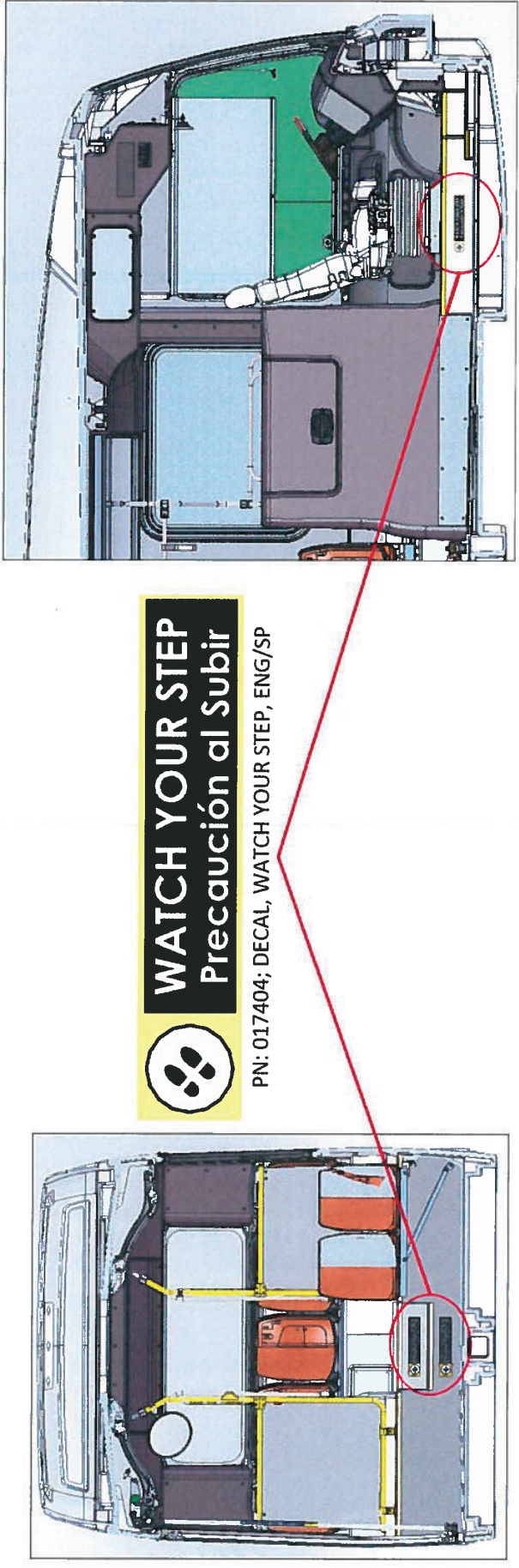



PN: 017472; PLACARD, EMERGENCY DOOR RELEASE

CURBSIDE OF BUS

<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy
	Revision: A01

Item #70 – DECAL, WATCH YOUR STEP, ENG/SP



<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
 <b>PROTERRA</b>			
<b>Agency:</b>	<b>South Metro Area Regional Transit</b>		
<b>Proterra Contact:</b>	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		
<b>Agency Contact:</b>	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		
<b>Arena File Number #</b>	<b>Lot/Build #:</b>	<b>02</b>	<b>Revision:</b>
			<b>A01</b>
	<b>Dated:</b>	<b>11.03.2020</b>	
	<b>Deadline:</b>	<b>mm.dd.yyyy</b>	

**Item #80 – DECAL, WHEELCHAIR SECUREMENT / item #90 – DECAL, PRIORITY SEATING, ENG/SP**



**WHEELCHAIR SECUREMENT LOCATION**

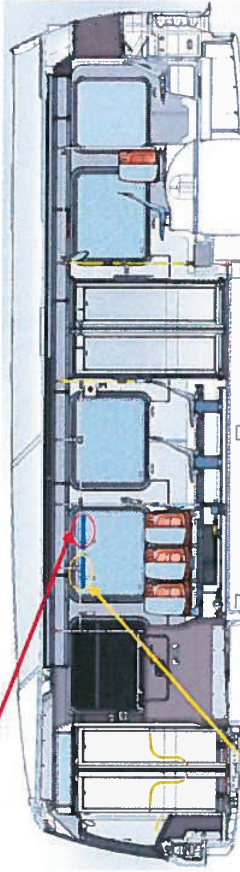
Lugar para aseguramiento de sillas de ruedas

PN: 008324; DECAL, WHEELCHAIR SECUREMENT

NOTE: QUANTITY AND LOCATION OF THESE DECALS VARIES BASED ON SEATING CONFIGURATION



STREETSIDE OF BUS



CURBSIDE OF BUS



**PRIORITY SEATING FOR SENIORS AND DISABLED**

Personas Mayores e Incapacitadas tienen prioridad de asiento

PN: 008700 ; DECAL, PRIORITY SEATING, ENG/SP

NOTE: QUANTITY AND LOCATION OF THESE DECALS VARIES BASED ON SEATING CONFIGURATION



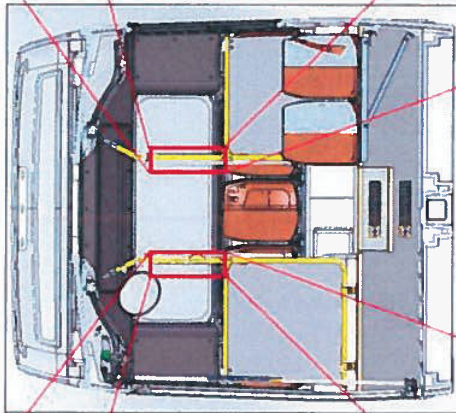
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
<b>PROTERRA</b>	
Agency:	<b>South Metro Area Regional Transit</b>
Proterra Contact:	<b>Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076</b>
Agency Contact:	<b>Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567</b>
Arena File Number #	
	Lot/Build #: 02
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy
	Revision: A01

**Item #100 / Item #110 – DECAL, WATCH YOUR STEP, VERTICAL**



**P I S E   C O N   C U I D A D O**

PN: 008699-001;  
DECAL, PISE CON CUIDADO, VERTICAL



**W A T C H   Y O U R   S T E P**

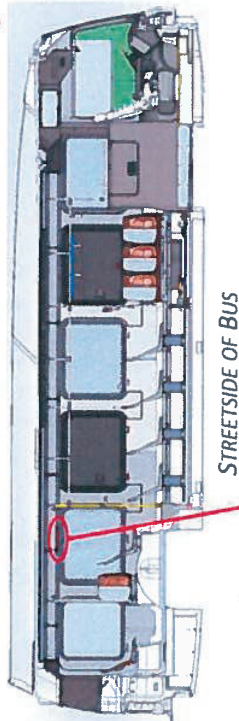
PN: 008698-001;  
DECAL, WATCH YOUR STEP, VERTICAL

**NOTE: FRONT AND REAR USE DIFFERENT LANGUAGES**



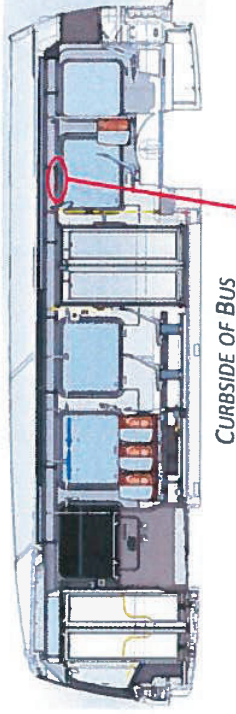
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
<b>PROTERRA</b>	<b>Agency:</b> South Metro Area Regional Transit
<b>Proterra Contact:</b>	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
<b>Agency Contact:</b>	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02
<b>Dated:</b> 11.03.2020	<b>Revision:</b> A01
<b>Deadline:</b> mm.dd.yyyy	


**Item #120 – DECAL, WATCH YOUR HEAD, WHITE TEXT ON RED**



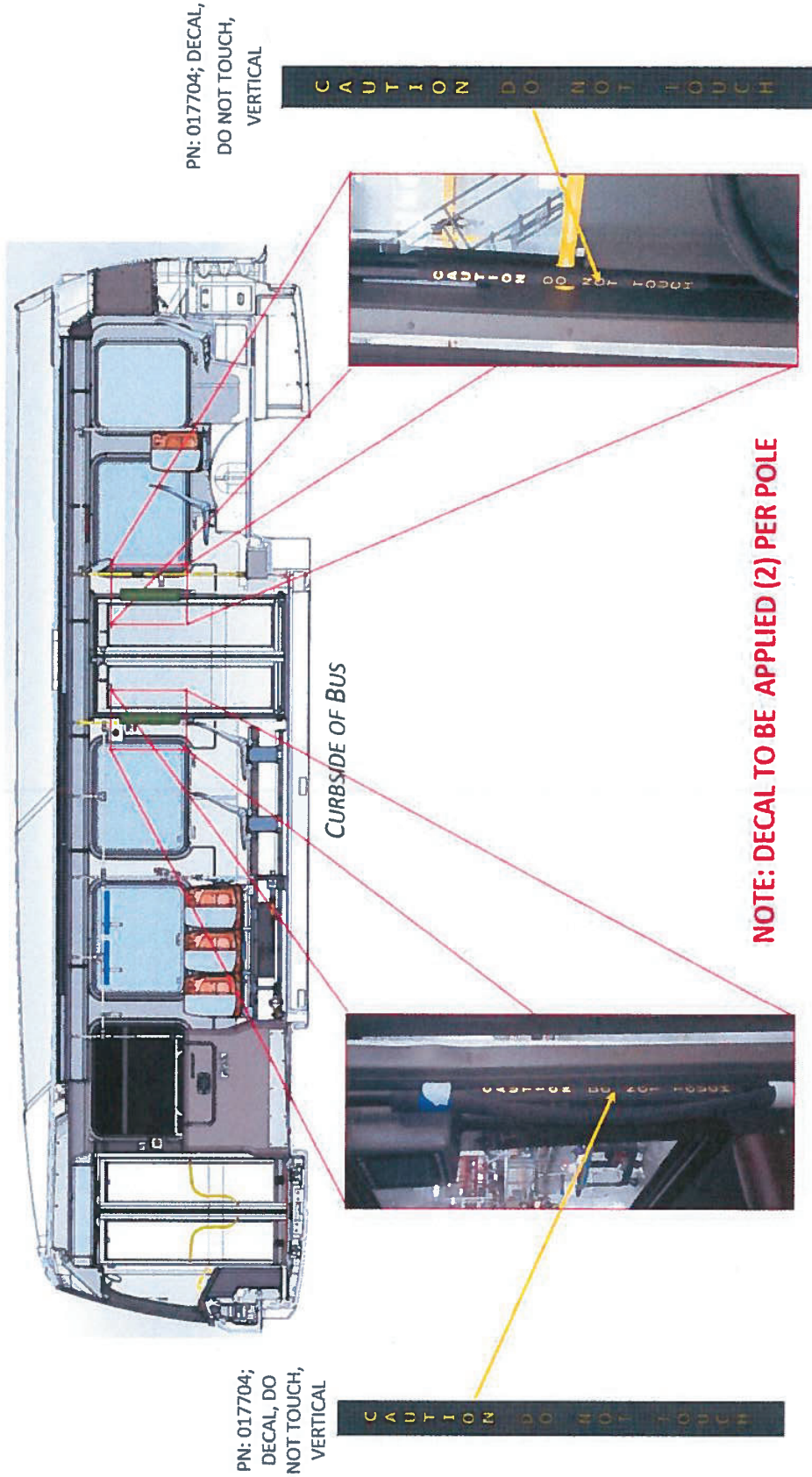
**WATCH YOUR HEAD**

PN: 007271;  
DECAL, WATCH YOUR HEAD, WHITE TEXT ON RED



<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 PROTERRA	
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy
	Revision: A01

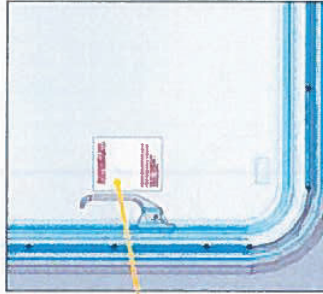
**Item #130 – DECAL, DO NOT TOUCH, VERTICAL**





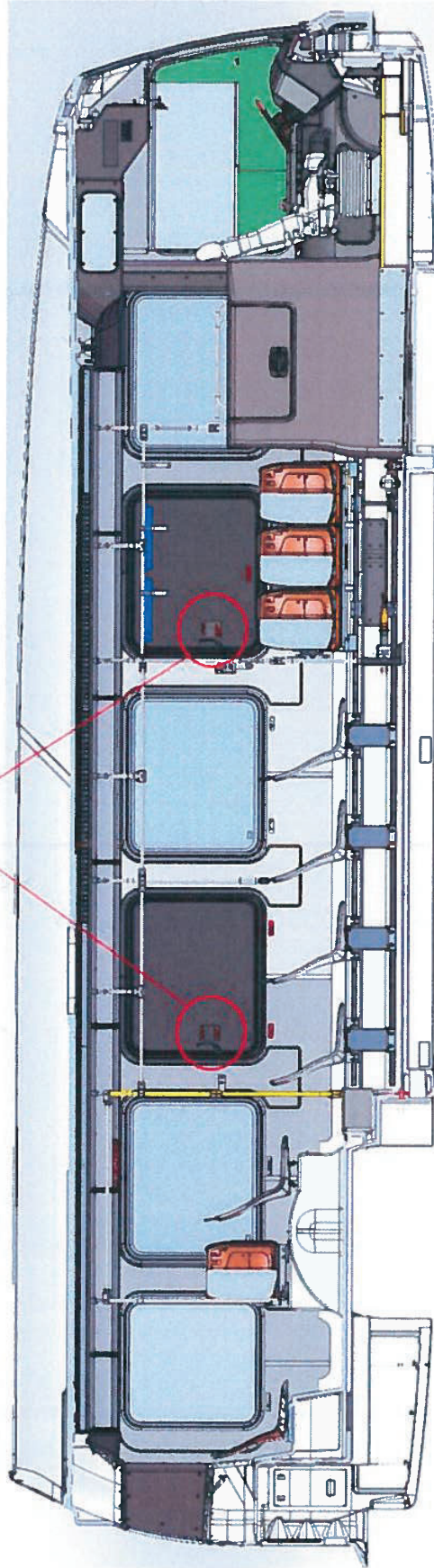
<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
	<b>Agency:</b> South Metro Area Regional Transit	<b>Dated:</b> 11.03.2020	
	<b>Proterra Contact:</b> Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	<b>Deadline:</b> mm.dd.yyyy	<b>Revision:</b> A01
<b>Agency Contact:</b> <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	<b>Lot/Build #:</b> 02		
<b>Arena File Number #</b>			

**Item #140 – DECAL, EMERGENCY EXIT, WINDOW, BILINGUAL**




PN: 006946; DECAL, EMERGENCY EXIT, WINDOW, BILINGUAL

NOTE: QUANTITY AND LOCATION OF THESE DECALS VARIES BASED ON WINDOW CONFIGURATION



**STREETSIDE OF BUS**

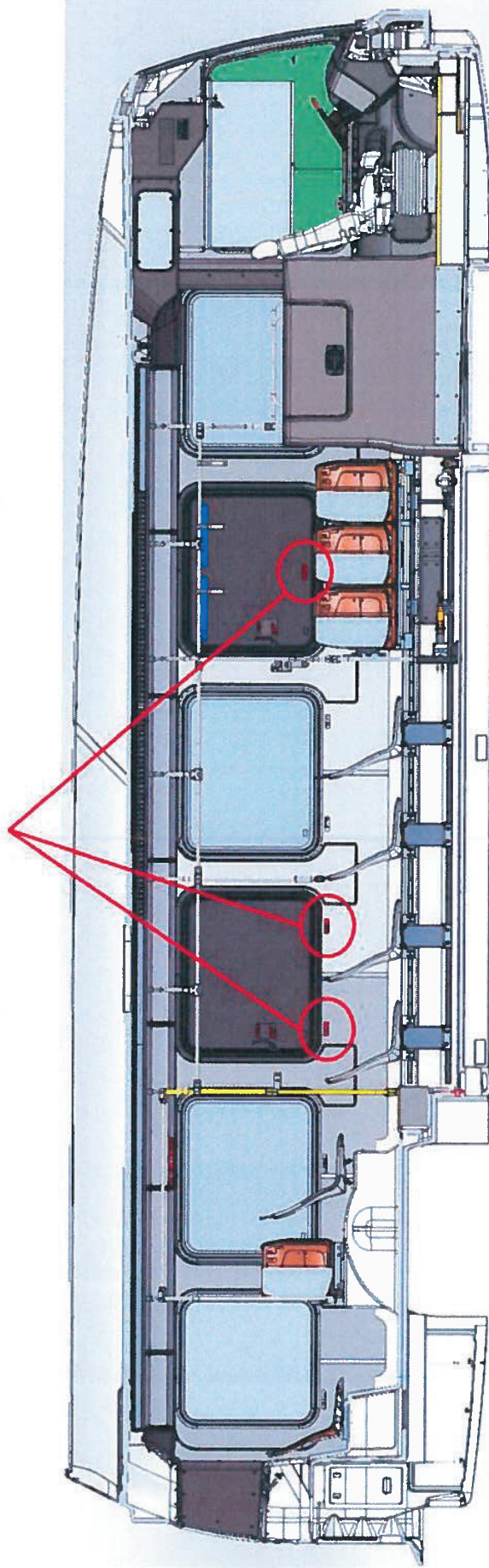
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 PROTERRA	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy
	Revision: A01

Item #150 – DECAL, EMERGENCY EXIT




PN: 018904; DECAL, EMERGENCY EXIT

NOTE: QUANTITY AND PLACEMENT OF THESE DECALS VARIES BASED ON SEATING AND WINDOW CONFIGURATIONS



**STREETSIDE OF BUS**



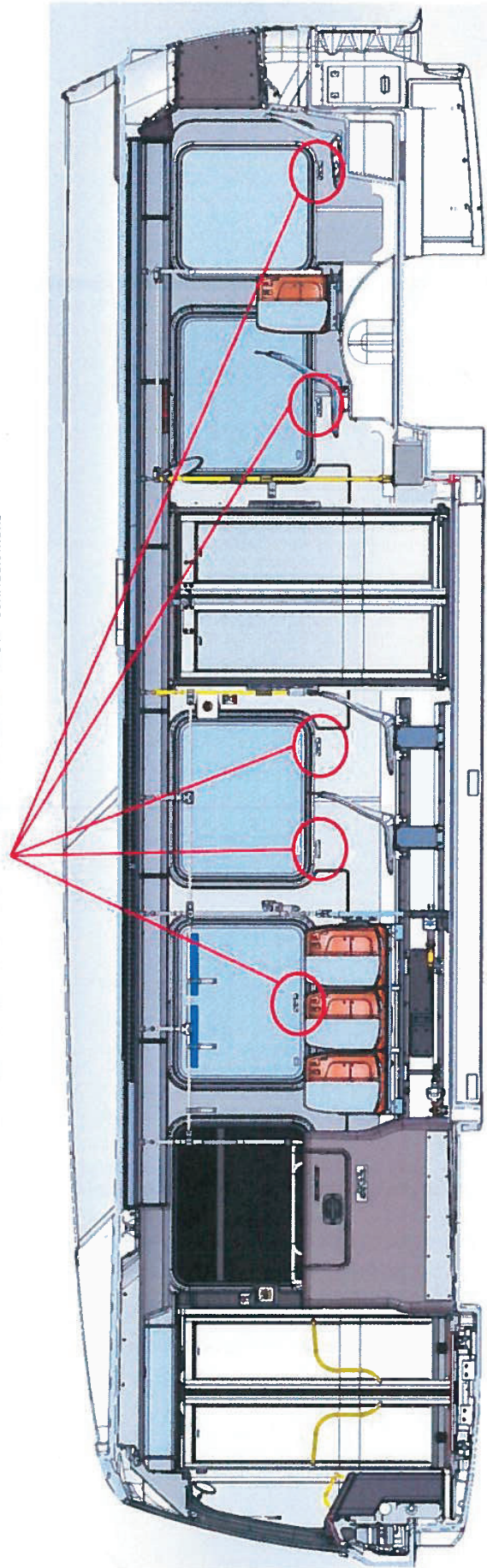
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy
	Revision: A01

**Item #160 – DECAL, EMERGENCY EXIT, REAR DOOR**


EMERGENCY EXIT  
LOCATED AT REAR DOOR

**PN: 017856; DECAL, EMERGENCY EXIT, REAR DOOR**

NOTE: QUANTITY AND PLACEMENT OF THESE DECALS VARIES BASED ON SEATING AND WINDOW CONFIGURATIONS



**CURBSIDE OF BUS**

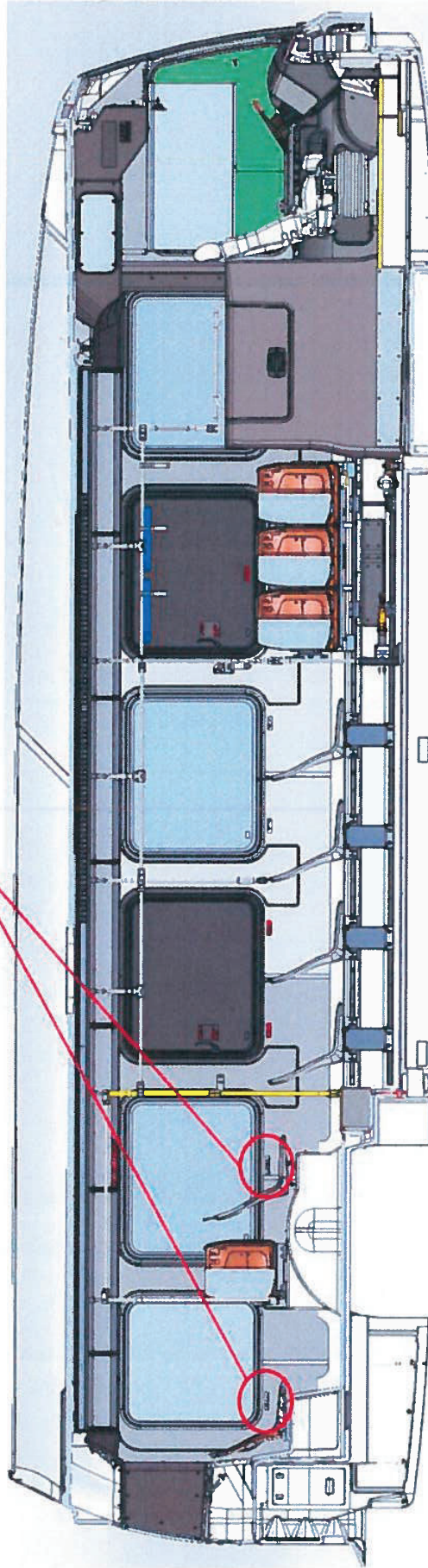
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
 <b>PROTERRA</b>	
<b>Agency:</b>	<b>South Metro Area Regional Transit</b>
<b>Proterra Contact:</b>	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
<b>Agency Contact:</b>	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02
	<b>Dated:</b> 11.03.2020
	<b>Deadline:</b> mm.dd.yyyy
	<b>Revision:</b> A01

**Item #160 – DECAL, EMERGENCY EXIT, REAR DOOR**




**PN: 017856; DECAL, EMERGENCY EXIT, REAR DOOR**

NOTE: QUANTITY AND PLACEMENT OF THESE DECALS VARIES BASED ON SEATING AND WINDOW CONFIGURATIONS



**STREETSIDE OF BUS**



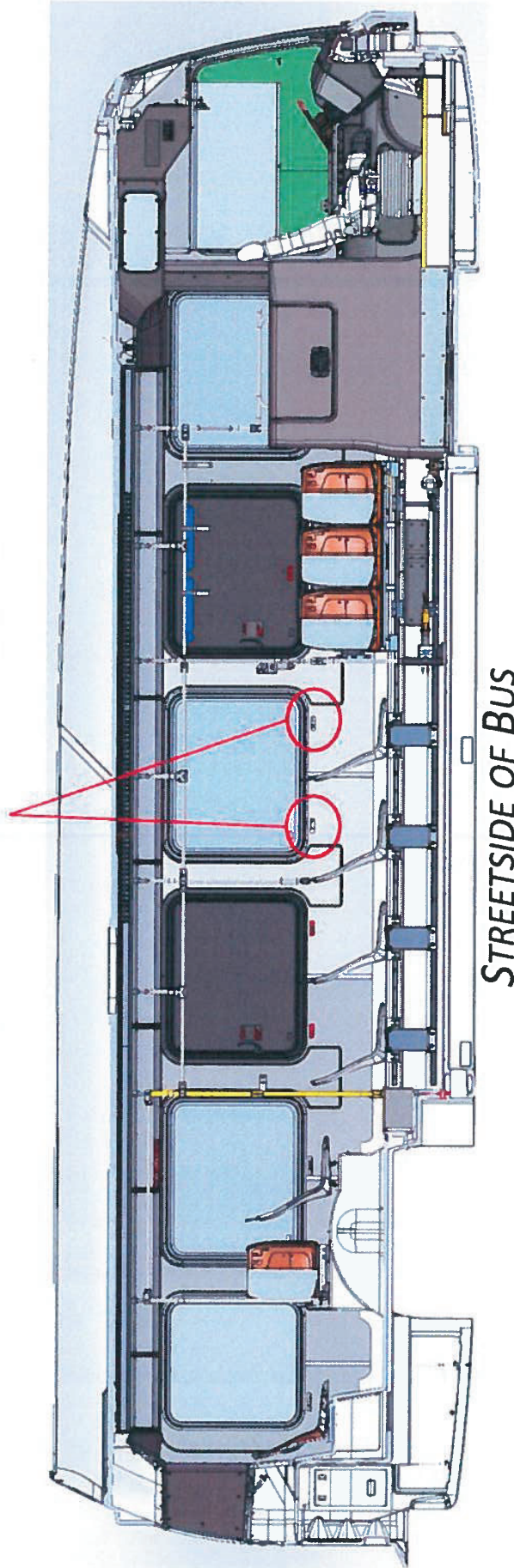
<b>35' Platform Interior Decal Layout [English/Spanish]</b>	
	<b>South Metro Area Regional Transit</b>
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy
	Revision: A01

Item #170 – DECAL, WINDOW AHEAD, EMERGENCY EXIT



PN: 018892; DECAL, WINDOW AHEAD, EMERGENCY EXIT

NOTE: QUANTITY AND PLACEMENT OF THESE DECALS VARIES BASED ON SEATING AND WINDOW CONFIGURATIONS



STREETSIDE OF BUS

<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
	<b>Agency:</b> South Metro Area Regional Transit	<b>Dated:</b> 11.03.2020	
<b>Protterra Contact:</b>	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	<b>Deadline:</b> mm.dd.yyyy	
<b>Agency Contact:</b>	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	<b>Revision:</b> A01	
<b>Arena File Number #</b>	<b>Lot/Build #:</b> 02		

**Item #180 – DECAL, EPA / CARB EMISSION LABEL, MY2020**

**NON-CALIFORNIA CUSTOMERS**

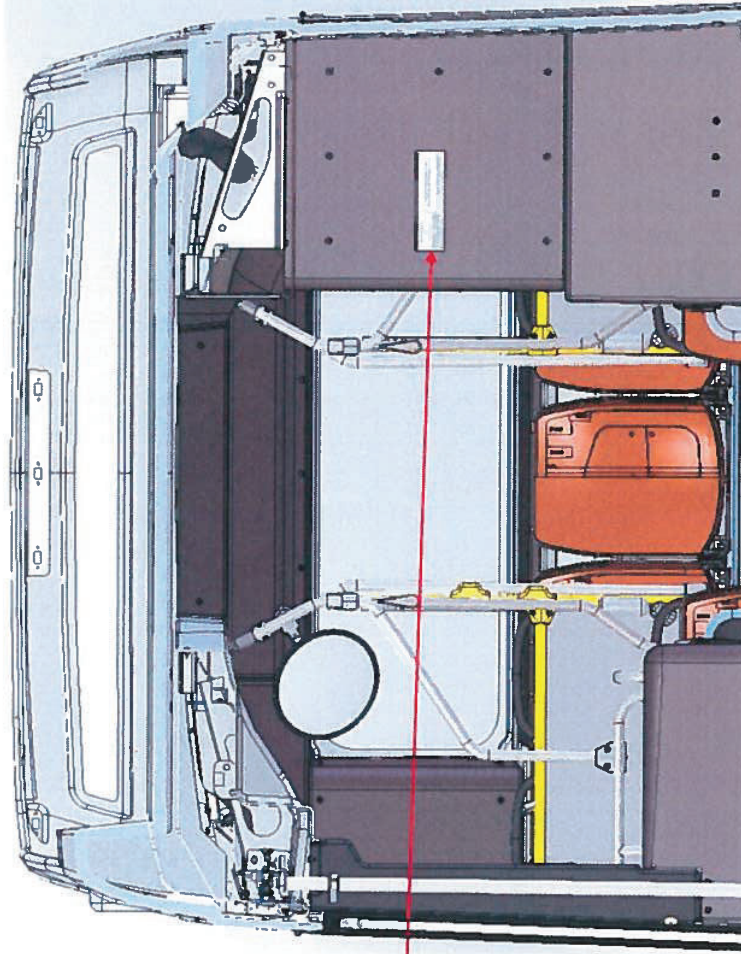
PN: 049242; DECAL, EPA EMISSION LABEL, MY2020

<b>VEHICLE EMISSION CONTROL INFORMATION</b>	
MFG BY Proterra Inc 	THIS VEHICLE COMPLIES WITH U.S. EPA REGULATIONS FOR 2020 HEAVY-DUTY VEHICLES
<b>PROTERRA</b>	
<b>VEHICLE FAMILY:</b> LPR2VOCVBEB	
<b>EPA REGULATORY SUB-CATEGORY:</b>	VOCATIONAL VEHICLE OVER 33,000 POUNDS GVWR
<b>EMISSION CONTROL SYSTEM:</b>	ALL-ELECTRIC VEHICLE


**CALIFORNIA CUSTOMERS**

PN: 049243; DECAL, CARB EMISSION LABEL, MY2020

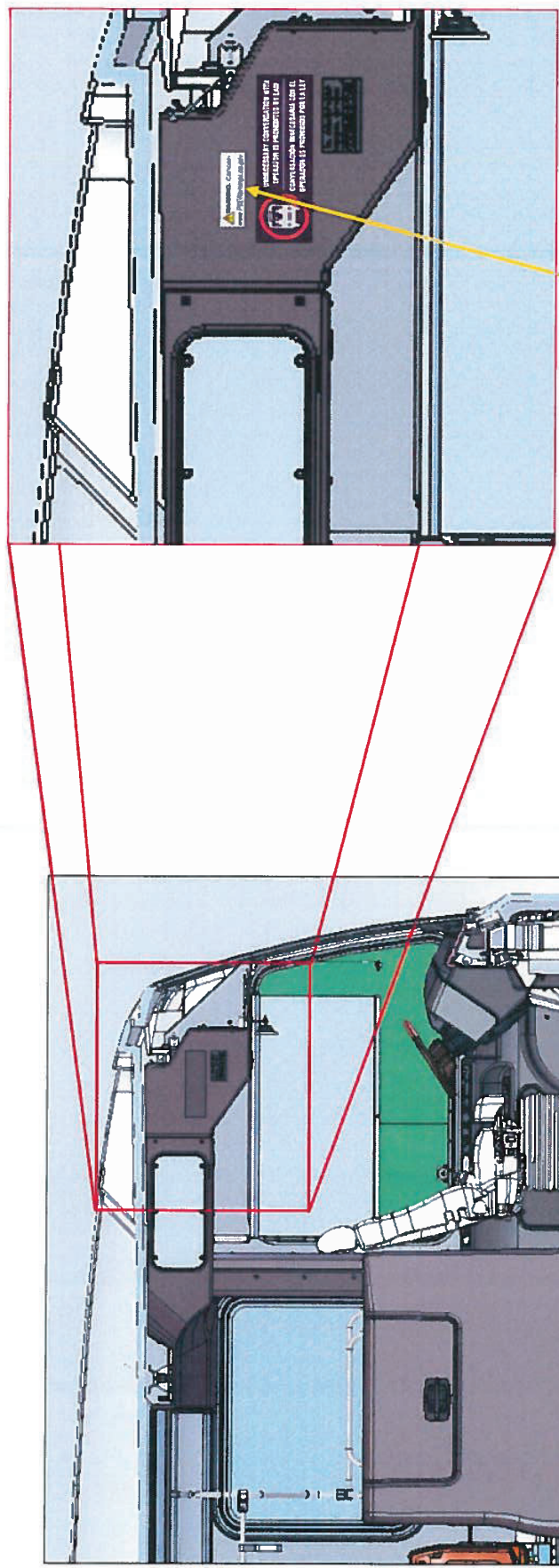
<b>VEHICLE EMISSION CONTROL INFORMATION</b>	
MFG BY Proterra Inc 	THIS VEHICLE COMPLIES WITH U.S. EPA AND CALIFORNIA REGULATIONS FOR 2020 HEAVY-DUTY VEHICLES. NO FUEL-FIRED HEATERS MAY BE INSTALLED
<b>PROTERRA</b>	
<b>VEHICLE FAMILY:</b> LPR2VOCVBEB	
<b>EPA REGULATORY SUB-CATEGORY:</b>	VOCATIONAL VEHICLE OVER 33,000 POUNDS GVWR
<b>EMISSION CONTROL SYSTEM:</b>	ALL-ELECTRIC VEHICLE






<b>35' Platform Interior Decal Layout [English/Spanish]</b>			
			
Agency:	South Metro Area Regional Transit		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		
Arena File Number #	Lot/Build #:	02	Revision:
			A01
Dated:	11.03.2020		
Deadline:	mm.dd.yyyy		

Item #190 – DECAL, PROP 65 WARNING




CALIFORNIA CUSTOMERS ONLY  
 PN: 039386; DECAL, PROP 65 WARNING

 **WARNING: Cancer-**  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

35' Platform Interior Decal Layout [English/Spanish]	
 PROTERRA	
Agency:	South Metro Area Regional Transit
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567
Arena File Number #	Lot/Build #: 02 Revision: A01
	Dated: 11.03.2020
	Deadline: mm.dd.yyyy


Agency Representative:  
(Print) *SCOTT SIMONTOU*

(Sign) 

Date: *11/12/20*

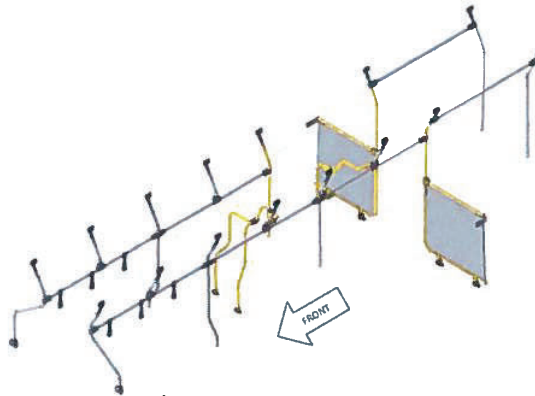
Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.

Salesforce #'s	Change Description	Created By	Date	ECR #
Rev				

		<h3>Passenger Assists Template (35' / 40')</h3>	
<b>Agency:</b>	South Metro Area Regional Transit	<b>Revision:</b>	A01
<b>Proterra Contact:</b>	Nishant Dixit NDixit@Proterra.com 001.864.214.7076	<b>Dated:</b>	11.03.2020
<b>Agency Contract:</b>	Contact Name [Contact@Agency.gov] 001.864.123.4567	<b>Deadline:</b>	MM/DD/YYYY
<b>Arena File Number #:</b>	[ File Number ]	<b>Lot / Build #:</b>	02

<b>Platform:</b>	35'	← Select the platform length [35' or 40']
<b>Door Type:</b>	Plug Slide	← Select the door type [In-Swinging or Plug Slide]

Standard Layout Image:



**Standard Proterra Stanchion Kit:**


- All assists are 180 grit polish, with the exception of the vertical stanchion at the rear door which is powder coated yellow (RAL-1023)
- Horizontal Assist Height (from Standing Floor):
  - Lower Floor = 72.5"
  - Upper Floor = 65"
- (6) Gray - Extruded Nylon Grab Straps [w/ metal knuckle]
- (1) Stop Request Button - installed on the yellow vertical stanchion forward of the rear door.
- (2) Modesty Panels [provided at the transition from the lower floor to the upper floor]
  - Tubing and Fittings are powder coated yellow [RAL-1023]
  - Insert panels are 3/8" Kydex T material with Matrix Gray [#53424] appearance

X ← Enter 'X' into this box to select Proterra's Standard offering [table will autopopulate]

Customer Characteristics Table		
Stanchions	Vertical Assists	Lower Floor: 180 Grit Polish Upper Floor: 180 Grit Polish
	Horizontal Assists	Lower Floor: 180 Grit Polish Upper Floor: 180 Grit Polish
	Stop Request Stanchion [Rear Door]:	Yellow Powder Coat [RAL-1023]
	Passenger Grab Rail [Rear Door]:	Yellow Powder Coat [RAL-1023]
	Strap Type [Extruded or Woven]:	Extruded
Grab Straps	Number of Straps:	6 [Standard]
	Color:	Gray
	Collars Required (Y/N):	No
Modesty Panels	Tubing / Fitting Color:	Yellow Powder Coat [RAL-1023]
	Insert Panel Color:	Matrix Gray [#53424]
	Additional Modesty Panel Forward of Rear Door:	No
	Polycarbonate Windscreen(s):	Not Required
Stop request	Button at Rear Door:	Yes
	# of Additional Buttons:	None


	Location of Additional Buttons:	N/A
--	---------------------------------	-----

Additional Comments/ Special Rquests:	
---------------------------------------	--

Customer Approval Block:		
Agency Representative: (Print / Sign) <i>SCOTT SIMANTON</i> 	Date:	<i>11/12/20</i>
Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.		

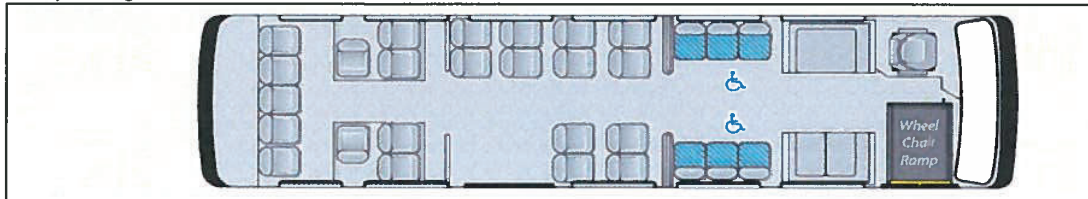
Salesforce #'s	Change Description	Created By	Date	ECR-#



		<h2 style="margin: 0;">Passenger Seating Template (35' / 40')</h2>	
Agency:	South Metro Area Regional Transit	Revision:	A01
Proterra Contact:	Nishant Dixit Ndixit@Proterra.com 001.864.214.7076	Dated:	11.03.2020
Agency Contract:	Contact Name [Contact@Agency.gov] 001.864.123.4567	Deadline:	MM/DD/YYYY
Arena File Number #:	[ File Number ]	Lot / Build #:	5

**Platform:**  ← Select the platform length [35' or 40']

Layout Image:



[Please copy and paste layout image if available]

STANDARD LAYOUT OPTIONS				
	LAYOUT 'A'	LAYOUT 'B'	LAYOUT 'C'	LAYOUT 'D'
Vendor	USSC	American Seating	USSC	American Seating
Model	Gemini	Insight Prime	Gemini	Insight Prime
ADA Securement	4pt - Floor Mounted VPRO-II Belts	4pt - Floor Mounted A.R.M. Belts	3pt - Q'Straint Q'Pod	3pt - Q'Straint Q'Pod
Hip-to-Knee	Minimum 26.75"	Minimum 26.75"	Minimum 26.75"	Minimum 26.75"
# of Pass.	29	29	29	29
	- BASE -			


Customer Characteristics Table		
	Vendor:	American Seating
	Model:	Insight
	# of Passengers:	29
ADA Area	C/S Restraint System:	4pt - Floor Mounted A.R.M.
	S/S Restraint System:	4pt - Floor Mounted A.R.M.
	Stop Request Signal Type:	Touch Pad
	Placard Languages:	English-Spanish
	ADA Logo on Seats:	No
	Armrests on Flip-Up Seats:	No
	Slim Flip-Up Seats:	No
	Flip-Up Locking Position:	Lock Up and Down
Structure	Seat Module Color:	980 - Grey
	Back Panel Color:	980C - Grey
	ADA Barrier Color:	980C - Grey
	Grab Rails:	Plastic (Matched to Seat)
	Longitudinal Seat Armrests:	Plastic w/ Plastic Insert
Seat Inserts	Upholstered or Cosmetic:	Upholstered
	Cosmetic Insert Color:	
	Fabric / Vinyl Part # :	Morbern Arc Vinyl - Silver Screen AC-507
	Padded:	PU Foam
	Back Insert Pad Thickness:	0.5
	Bottom Cushion Pad Thickness:	1.25
Options	USBs:	No
	Headrests:	No
	Docket 90 Compliant:	No
	Anti-Vandalism:	No
	Anti-Microbial:	No
	Drain Holes:	No
	Aux Heat Spacing:	No



Additional Comments / Special Requests:	
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Customer Approval Block:		
Agency Representative: (Print / Sign) <i>[Signature]</i>	Date:	11/12/20
Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.		

	Salesforce #'s				
Rev		Change Description	Created By	Date	ECR-#


 <b>PROTERRA</b>		<b>Side Windows &amp; Doors (35')</b>		
Agency:		<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01


Agency Technical Contact	
Name:	
Phone:	
Email:	


### Proterra 35ft Catalyst Side Windows


Driver's Window		Request
<b>Light Transmittance</b>	Standard – 75% Green	X
	Special Request:	
<b>Material</b>	Standard – 5mm Tempered Glass	X
	Special Request:	
Side Windows		Request
<b>Light Transmittance</b>	Standard – 50% Gray	X
	Special Request:	
<b>Material</b>	Standard – 5mm Tempered Glass	X
	Special Request:	
<b>Serviceability</b>	Standard – Non-Serviceable	X
	Special Request:	
<b>Window Decal Location</b>	Standard - If vandal shields are used, decals are attached to the vandal shield	X
	Special Request:	
<b>Special Requests</b>	Standard – None	
	Additional Egress window on CS3	X

Note: Windows are manufactured by Arow Global Inc.

 <b>PROTERRA</b>		<b>Side Windows &amp; Doors (35')</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	02	Revision:	A01




Standard:	Option:	Request:			Standard:	Option:	Request:	
N	Egress	n/a			Y	Dest. Sign	Y	
N	Vandal Shield	N		SS2	CS1	N	Egress	N
N	Tip-In	n/a				N	Vandal Shield	N
N					N	Tip-In	N	
N	Dest. Sign	N			N	Egress	N	
N	Egress	N	SS3	CS2	N	Vandal Shield	N	
N	Vandal Shield	N	Egress		N	Tip-In	N	
N	Tip-In	N			N	Egress	Y	
Y	Egress	Y			N	Vandal Shield	N	
N	Vandal Shield	N	SS4	CS3	N	Tip-In	N	
N	Tip-In	N		Egress	N	Egress	N	
Y	Egress	Y			N	Vandal Shield	N	
N	Vandal Shield	N	SS5	CS4	N	Tip-In	N	
N	Tip-In	N	Egress		N	Egress	N	
N	Egress	N			N	Vandal Shield	N	
N	Vandal Shield	N	SS6	CS5	N	Tip-In	N	
N	Tip-In	N			N	Egress	N	
N	Egress	N			N	Vandal Shield	N	
N	Vandal Shield	N	SS7		N	Tip-In	N	
N	Tip-In	N						

 <b>PROTERRA</b>		<b>Side Windows &amp; Doors (35')</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.03.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #			Lot/Build #:	02	Revision: A01

### Proterra 40ft Catalyst Doors


Entrance Door		Request
Door Type	Standard – Ventura Pneumatic In-swinging	
	Ventura Electric In-swinging	X
Glass Type	Standard – 4mm tempered, Clear 90% L.T.	
	Special Request: Light Transmittance: 79% Color: GREEN Thickness: 4 mm Tempered/Laminated: TEMPERED	X
Grab Handle Color	Standard - Yellow	X
	Special Request:	
Vandal Shield	Standard - None	X
	3M Multilayer	
	Special Request:	
Special Request	Standard - None	X

Exit Door		Request
Door Type	Standard – Ventura Pneumatic In-swinging	
	Ventura Electric Plug Slide (outward sliding)	X
	Ventura Electric In-swinging	
Glass Type	Standard – 4mm tempered, Parsol Gray 56% L.T.	X
	Special Request: Light Transmittance: % Color: Thickness: mm Tempered/Laminated:	
Grab Handle Color	Standard – Yellow (no grab handles on plug doors)	X
	Special Request:	

 <b>PROTERRA</b>		<b>Side Windows &amp; Doors (35')</b>		
Agency:		<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01


Vandal Shield	Standard – None	X
	3M Multilayer	
	Special Request:	
Kick Panel	Standard – None	X
	Aluminum Shield on Bottom Half	
	Special Request:	
Contactless Passenger Protection	Standard – None	
	Ventura VIP IR Sensor	X
Passenger Control	Standard – None	X
	Ventura VIP IR Sensor “Wave to Open”	
	Push Buttons Interior Only	
	Push Buttons Interior and Exterior	
Special Request	Standard – None	X

\*\*Push buttons and VIP sensor wave to open are mutually exclusive.

Agency Representative: (Print) <i>Scott Simanton</i>  (Sign) 	Date:  <i>11/12/20</i>
Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.	

Rev	Change Description	Created By	Date	ECR-#



 <b>PROTERRA</b>		<b>Switch Plate Layout (35')</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.05.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	00	Revision:	00

Agency Technical Contact	
Name:	Scott Simonton
Phone:	
Email:	simonton@ci.wilsonville.or.us

**PROTERRA – 35'**  
**STANDARD SWITCH PLATE LAYOUT**

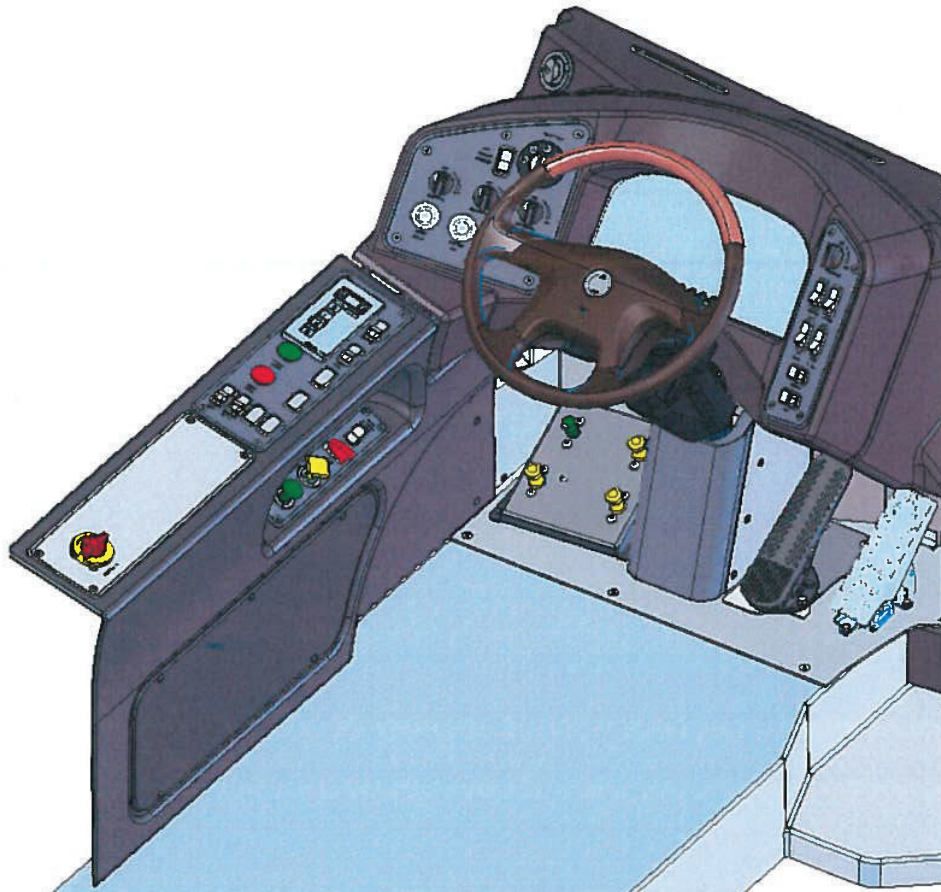



Figure 1: All Switch Plates



 <b>PROTERRA</b>		<b>Switch Plate Layout (35')</b>	
Agency: <b>South Metro Area Regional Transit</b>			
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.05.2020
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	00 Revision: 00

## DRIVER'S DASH SWITCH PLATES

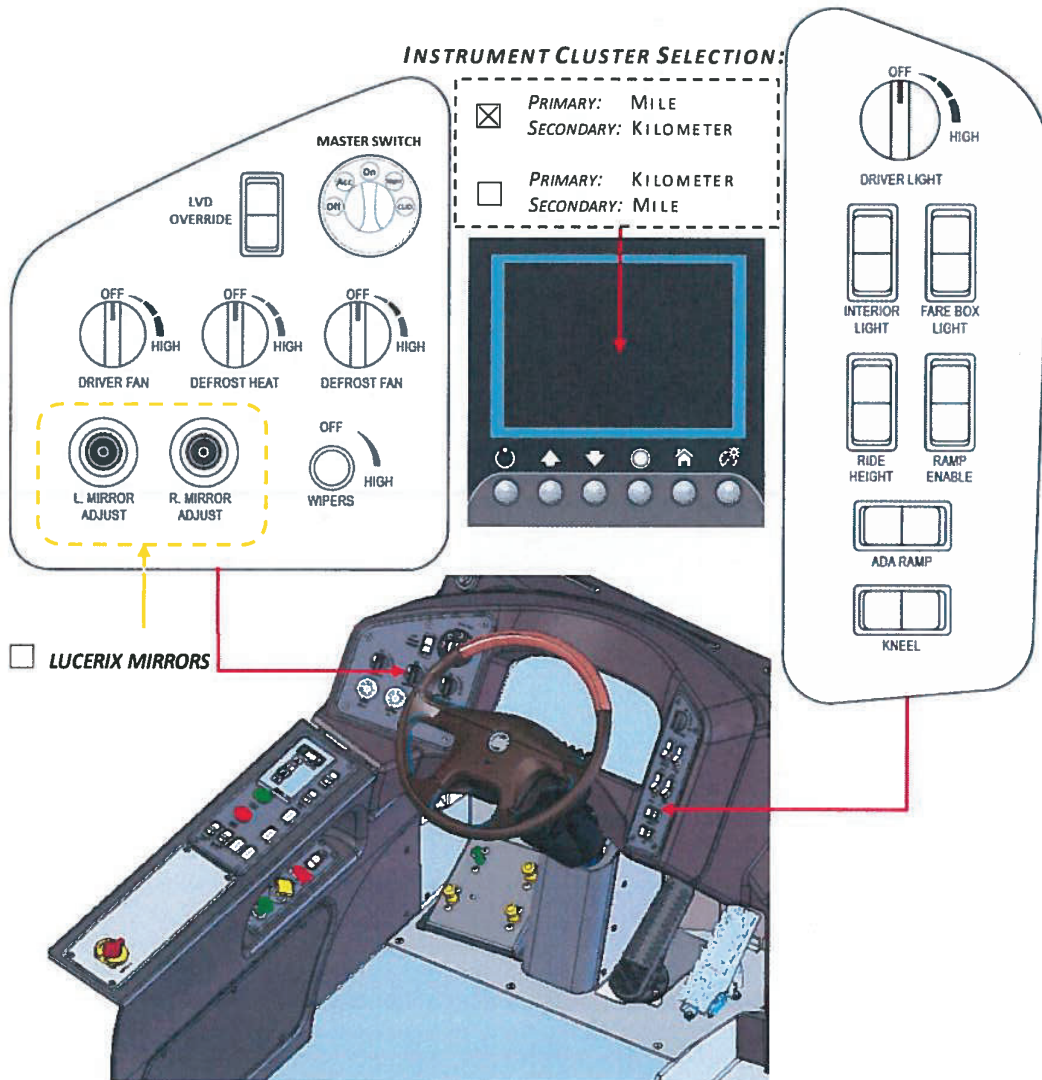



Figure 2: Left and Right Dash Switch Plates

 <b>PROTERRA</b>		<b>Switch Plate Layout (35')</b>		
Agency:		<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.05.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	00	Revision: 00

## DRIVER'S SIDE CONSOLE SWITCH PLATES

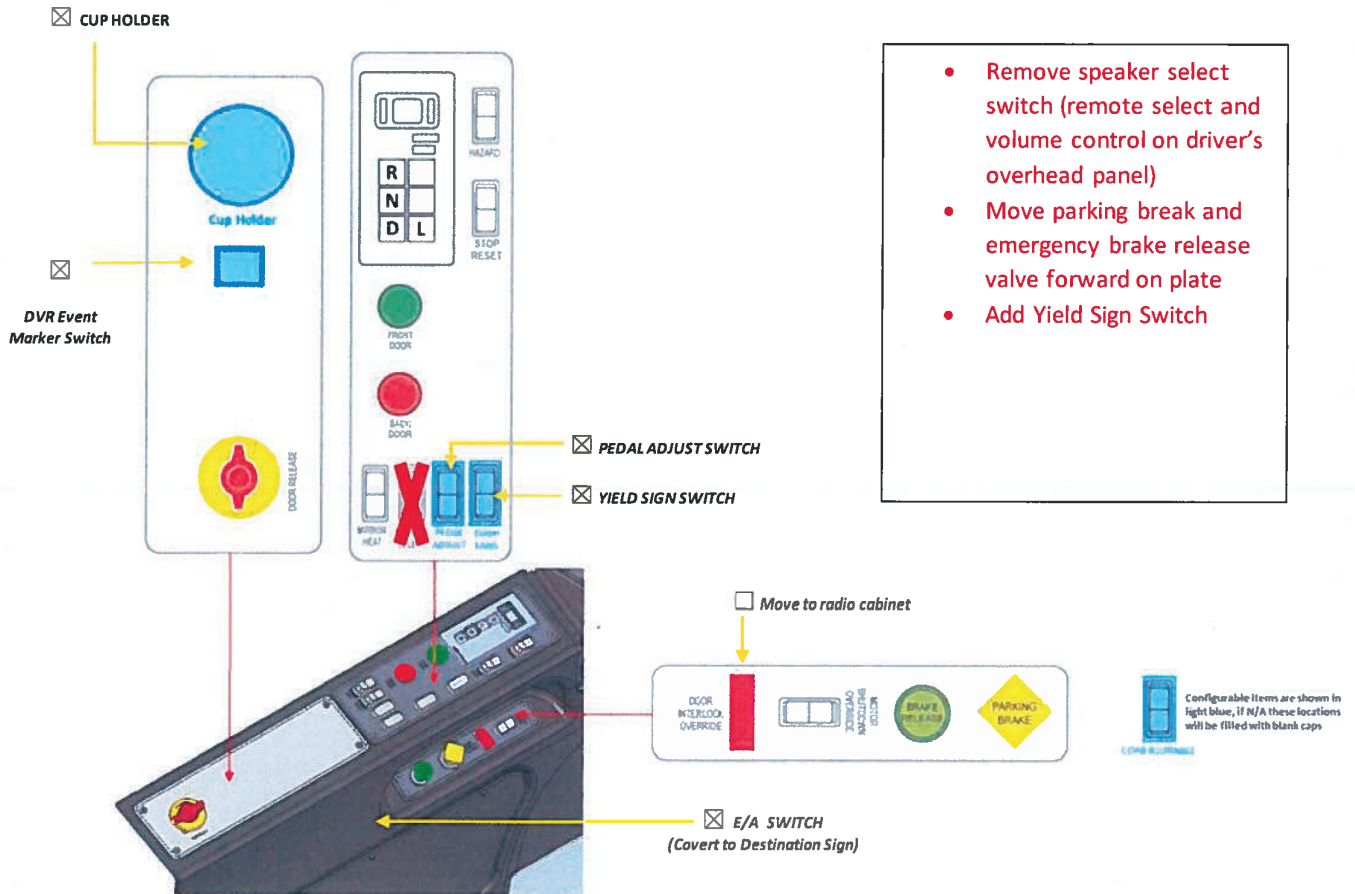


Figure 3: Side Switch Plate, Lower Switch Plate, Rear Switch Plate

**DVR Event Marker Switch:**


If an alternate location for the event marker switch is required, please check box below.

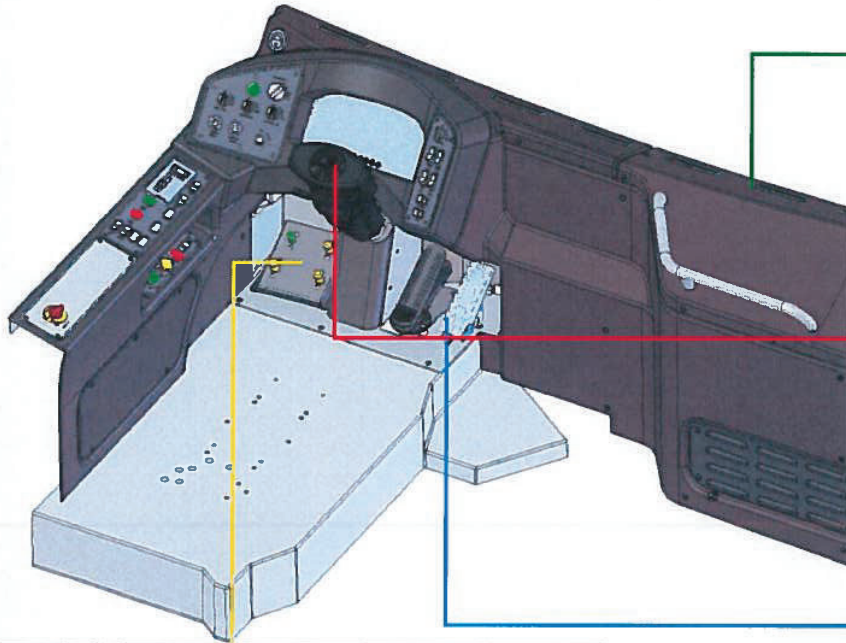
- Customer Provided Location
- If this option is selected, please have customer mark the intended location on the images provided above

**E/A Covert Switch:**

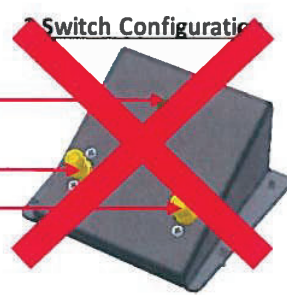
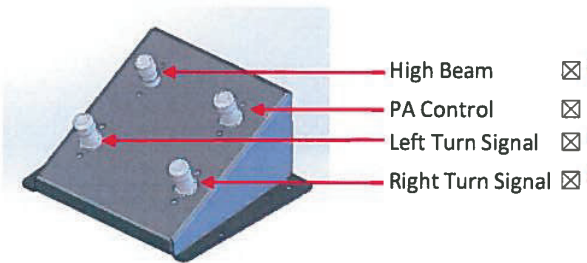
If an alternate location for the EA switch is required, please check box below

- Customer Provided Location
- If this option is selected, please have customer mark the intended location on the images provided above

 <b>PROTERRA</b>		<b>Switch Plate Layout (35')</b>	
Agency: <b>South Metro Area Regional Transit</b>			
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.05.2020
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	00
		Revision:	00



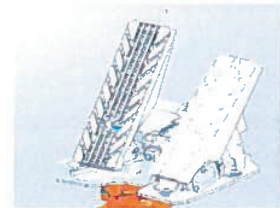
**4 Switch Configuration**



**NON-ADJUSTABLE**




**ADJUSTABLE**




FRM-CPM-06008, Customer Template - Switch Plate (35') - RR, REV-B02




 <b>PROTERRA</b>		<b>Switch Plate Layout (35')</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:		Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076		Dated:	11.05.2020
Agency Contact:		Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567		Deadline:	mm.dd.yyyy
Arena File Number #		Lot/Build #:	00	Revision:	00

If additional switches or changes are requested, please note the location on the switch plates shown above, fill-out the table below, and include wording for the label in the description. Subject to approval by Proterra engineering.

#	Switch Label	Switch Location	Switch Type (Ex. 2 Position vs 3 Position) (Ex. Maintained vs Momentary)	Vendor Part Number

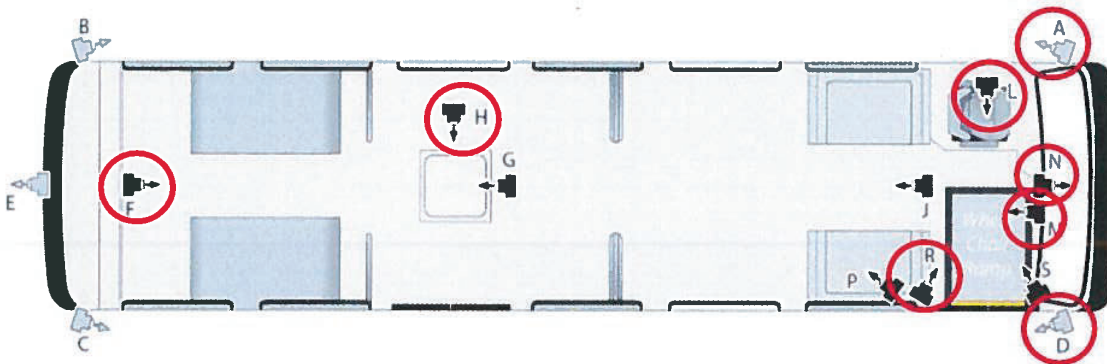
Agency Representative: (Print) <i>SCOTT SIMONSON</i>	Date:  <i>11/12/20</i>
(Sign) 	
<i>Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.</i>	

Rev	Change Description	Created By	Date	ECR-#

 <b>PROTERRA</b>		<b>Video Surveillance System – (35')</b>		
Agency:		<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01


Agency Technical Contact	
Name:	Scott Simonton
Phone:	
Email:	simonton@ci.wilsonville.or.us

Please indicate desired camera placements (35ft):



Note: If a desired location is not represented on the pictures above, please indicate a location on the picture and provide a brief description of the view in the table on the next page, this will be subject to Proterra engineering approval.



		<b>Video Surveillance System – (35')</b>		
Agency:		<b>South Metro Area Regional Transit</b>		
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020	
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy	
Arena File Number #		Lot/Build #:	02	Revision: A01

Please indicate which camera location goes with which vendor part number or part description.


Exterior	
Location	Vendor P/N or Description
<b>A:</b> Streetside Front to Rear	710681
<b>B:</b> Streetside Rear to Front	
<b>C:</b> Curbside Rear to Front	
<b>D:</b> Curbside Front to Rear	710682
<b>E:</b> Rear View	

Interior	
Location	Vendor P/N or Description
<b>F:</b> Rear to Front	710688
<b>G:</b> Middle to Rear	
<b>H:</b> Rear Door	710688
<b>J:</b> Middle Front to Rear	
<b>L:</b> Front Door	
<b>M:</b> Front to Rear	710688
<b>N:</b> Forward Road	710688
<b>P:</b> CS Wheel Well to Rear	710686
<b>R:</b> Driver	710688
<b>S:</b> Driver	

**Custom Configuration Specifications:**

- Review all vendor quotes with the customer to ensure a correct and complete bill of material. Customers are not expected to verify cable or harness length.


Vendor Name	Quote Number	Customer Approved
REI	Wilsonville HD5-1200w-8-1TB HDD 10-19-2020 16392	<input checked="" type="checkbox"/>

 <b>PROTERRA</b>		<b>Video Surveillance System – (35')</b>			
Agency:		<b>South Metro Area Regional Transit</b>			
Proterra Contact:	Nishant Dixit <a href="mailto:NDixit@Proterra.com">NDixit@Proterra.com</a> 001.864.214.7076	Dated:	11.03.2020		
Agency Contact:	Contact Name <a href="mailto:Contact@Agency.gov">Contact@Agency.gov</a> 001.864.123.4567	Deadline:	mm.dd.yyyy		
Arena File Number #		Lot/Build #:	02	Revision:	A01

**Testing and Witnessing Requirements:**

- For full system installations Proterra will provide screenshots from each camera view to the customer inspector for approval.
- For any system commissioning requirements beyond this please detail below

Does the customer have a specific commissioning test plan that needs to be completed before acceptance?	<b>No</b>
Does the customer require the vendor to witness and complete system commissioning?	<b>No</b>
Which vendor(s) are required for this activity?	NA
Does the customer require their inspector to witness system testing?	<b>No</b>

Agency Representative: (Print) <i>Scott Simonson</i>	Date:  <i>11/12/20</i>
(Sign) 	
<i>Note: This document is intended to provide information to minimize design changes at the formal Design Review and/or Pre-Production Review. Signature doesn't equate to design acceptance.</i>	

Salesforce #'s		Change Description	Created By	Date	ECR-#
Rev					



## CATALYST BUS NEW VEHICLE LIMITED WARRANTY

Proterra, Inc. ("**Proterra**") warrants to the original purchaser/lessee ("**Customer**") that its Catalyst battery electric bus will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts with either new, or re-certified parts when available, subject to the terms and conditions set forth herein.

**NOTE:** This Warranty does not include Proterra High Voltage Battery Packs. Please refer to the [Battery Pack Limited Warranty](#) section.

The final determination of required repairs or parts replacement shall be the sole discretion of Proterra. This Catalyst Bus New Vehicle Limited Warranty ("**Warranty**") is a limited warranty subject to the terms and conditions stated in the sections below.

This Warranty is comprised of two sections; Section **A** applies to the Complete Bus, Main Composite Monocoque Structure, Structural Systems, and Rust-Through Corrosion. **Section B** applies to the Major Components listed below.

Proterra will reimburse the customer for the parts and labor as published in the Proterra Standard Repair Time Guide ("**SRT**") and shall follow local ordinances as necessary and if applicable in accordance with the terms of this warranty and the purchase/lease agreement, along with associated freight costs to provide required replacement parts during the warranty time period identified below.

Warranty repairs may be performed by the Customer, an authorized warranty provider, or Proterra only and must adhere to the terms and conditions outlined in the following statement of warranty. All components replaced under the warranty are exclusive property of Proterra Inc. and must be returned following the procedures set forth in the "Part Return" section of this manual.

Proterra, at its sole discretion or as part of a Proterra Service Plan, may perform warranty repairs at the Customer location. Costs associated with these repairs will be at the expense of Proterra during standard operating hours. Emergency afterhours warranty support may be performed at the request of the Customer for a fee.

At Proterra, safety is of the utmost importance for our customers and our employees. Therefore, we require our customers to have and maintain the necessary safety equipment, in accordance with state and local OSHA regulations, for the use of any Proterra employee, or authorized provider, that may be performing or assisting with repairs at the Customer's location. This includes but is not limited to, fall restraints, proper lifting equipment and jack stands. Proterra employees will not be permitted to perform any repairs without the necessary safety equipment being provided.



# PROTERRA

## WARRANTY TERMS SECTION A – STANDARD NEW VEHICLE LIMITED WARRANTY COVERAGE

This section includes manufactured or assembled components and systems, including some purchased assemblies listed below.

<p><b>Catalyst Bus New Vehicle Limited Warranty</b>  <b>1 Year / 50,000 Miles, whichever occurs first.</b>          (1 Year / 80,467 Kilometers, whichever occurs first).</p>	<p>Covers all factory-provided components.</p> <p><b>Excludes:</b></p> <ol style="list-style-type: none"> <li>1) Normal maintenance items or wearable items including, but not limited to, brake pads, filters, light bulbs, fuses, circuit breakers, bushings, or any consumable items that are the sole responsibility of the Customer</li> <li>2) Provided Customer Equipment, including but not limited to, cameras, fare boxes, counters, and ITS components.</li> <li>3) Adjustments, Alignments and/or loose hardware after the first 90 days following vehicle acceptance.</li> </ol>
<p><b>Structural System</b>  <b>3 Year / 150,000 Miles, whichever occurs first.</b>          (3 Year / 241,401 Kilometers, whichever occurs first).</p>	<p>Structural Systems is defined as the structural elements of the suspension and powertrain cradle.</p>
<p><b>Main Composite Monocoque Structure</b>  <b>12 Year / 500,000 Miles, whichever occurs first.</b>          (12 Year / 804,672 Kilometers, whichever occurs first).</p>	<p>Main Composite Monocoque is defined as the main composite body structure.</p> <p>NOTE: Proterra does not offer coverage for painted or wrapped bodies in conjunction with this warranty.</p> <p><b>Excludes:</b>  <b>Non-structural members.</b></p>
<p><b>Rust Through Corrosion Warranty</b>  <b>12 Year/500,000 Miles, whichever occurs first.</b>          (12 Year / 804,672 Kilometers, whichever occurs first).</p>	<p>The components indicated in the Structural System and Main Composite Monocoque Structure are covered for structural failure due to rust through corrosion.</p> <p><b>Excludes:</b></p> <ol style="list-style-type: none"> <li>1) Surface and non-structural corrosion, oxidation, or patina</li> <li>2) Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents or detergents</li> <li>3) Corrosion caused by acid rain or other industrial fallout</li> <li>4) Corrosion caused by excessive Road Salt or Calcium Chloride, or any other such product.</li> <li>5) Corrosion due to improper prevention measures during storage or use</li> <li>6) Corrosion due to environmental damage (including ocean spray); airborne fallout (chemicals, tree sap, etc.) or other atmospheric conditions or act of nature</li> <li>7) Corrosion due to improper use, misuse or abuse including insufficient maintenance.</li> </ol>





# PROTERRA

## WARRANTY TERMS SECTION B - EXTENDED COMPONENT COVERAGE

This section includes major components purchased and installed by Proterra and listed below and is guided by the manufacture warranty. Each item listed in Section B is covered for 2 years or 100,000 miles (160,934 Kilometers), whichever occurs first.

<b>Propulsion System Warranty</b>	System Components including but not limited to; Traction Motor, Traction Motor Inverter, Transmission, Drive Shaft, Output Flange
<b>High Voltage Electronics and HV Cooling Warranty</b>	System Components including but not limited to, VFD, DC-DC, EMP Pump, HV Junction Box, Radiator, Coolant Pump
<b>HVAC Warranty</b>	System Components including but not limited to, HVAC Unit, Blower Fan, Ducting, Thermostat/Thermistor, VFD  <b>Excludes: Filters</b>
<b>Control Systems Warranty</b>	System Components including but not limited to, ZR Vehicle Controller, Multiplex, Powertrain Controller, DMUX, Charge Controller, WCCM (Pantograph), Data Logger, Ride Height Controller, Body Controller, ABS Controller, Fire Suppression System  <b>Excludes Fire Suppression Bottle Maintenance</b>
<b>Chassis Warranty</b>	System Components including but not limited to, Front Suspension/Axle Assembly, Rear Suspension/Axle Assembly, Air Bags/Shocks, Ride Height Linkage/Sensors, Ride Height Controller, Ride Height Manifold, Air Compressor, Air Dryer, Brake Calipers, Wheel Speed Sensors, Power Steering Motor and Pump  <b>Excludes Air Filter &amp; Oil Separator Maintenance and Filter Cartridge.</b>
<b>Auxiliary Heater Warranty</b>	System Components including but not limited to, Defroster, Ducting, Auxiliary Heater Assembly, Aux. Fuel Sending Unit, Blower Fan, Thermistor
<b>ADA Ramp Warranty</b>	System Components including but not limited to, Wheelchair Access Ramp and related components.  <b>Excludes Improper Use or Overloading and/or any physical damage</b>
<b>Door Systems and Windows Warranty</b>	System Components including but not limited to, Actuators, Door Controller, Electromotor, Sensors, Switches, Solenoids, Cylinder, Bearings, Bushings, Sensitive Edge Seal, & Sealing Frame. Window Seals, Frames, Latches, Catches, Locks, Hinges.  <b>Excludes Glass Breakage</b>



## PROTERRA

### WHAT IS NOT COVERED:

The following conditions are not covered by this Warranty:

- Alteration or modification of any part of the Product with any third-party item,
- Misuse or negligent use of the bus, including but not limited to Customer's, or a third-party's, failure to follow Proterra's Operating Manual,
- Intentional or accidental collision and/or other physical damage.
- Acts of Nature,
- Neglect or Failure to perform the Preventative Maintenance as outlined in the maintenance documentation for the Product,
- Unauthorized use or operation outside of the terms and conditions of the applicable lease contract,
- Improper maintenance and repair, or
- Intentional acts of destruction, tampering or vandalism.
- Adjustments and Alignments past the first 90 days after the bus is delivered to the Customer's site.
- Normal maintenance items or wearable items including, but not limited to, brake pads, filters, light bulbs, fuses, circuit breakers, bushings, or any consumable items.
- Oil, coolant, refrigerant and other fluids are not covered except when used in conjunction with a covered repair as identified in the Proterra Service Manual.
- Any physical damage to Product while in transit to Customer site. This includes shipping damage by carrier delivering a bus. Any damage incurred while in transit will require a claim being filed to the transportation company.
- Body paint and/or vehicle wraps are not covered by this Warranty. Proterra will not honor claims for paint or wraps after the point of initial Vehicle Acceptance.

### LOW VOLTAGE 12/24 BATTERY POLICY

Proterra warrants the original 12/24V low voltage batteries during the first 90-day period upon delivery of the Catalyst Bus and is not extendable. No claims for these batteries will be accepted after the original 90-day period.

For approved low voltage battery replacements during the Warranty period, Customer shall acquire battery at their local vendor and submit for reimbursement through the Warranty Claim submission process outlined within this manual. Customer is advised to contact their local battery vendor for replacement low voltage batteries when required. Proterra will not sell nor ship low voltage batteries through its Service Parts Operation.

Any subsequent battery failures will be subject to the warranty terms provided from the local battery vendor.



# PROTERRA

## ACTIVATION OF WARRANTY

The Warranty term starts on the Date of Acceptance for each Product in accordance with the terms of the applicable purchasing contract.

**EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.**

Proterra administers the warranty process, and all warranty claim approvals are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this Warranty, the Customer must submit a completed Proterra Warranty Claim Form along with a copy of their internal work order, showing technician punch times, and any additional applicable documentation. Customer is required to retain any parts related to a Warranty transaction for thirty (30) days from the date that the claim has been approved. Proterra reserves the right to request any removed parts be returned at any time during the 30-day period.

Customer also has thirty (30) days to return any parts that are identified as “Core” parts or will be charged the applicable “Core Charge”. Proterra may perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the Customer without the above documentation.

Proterra reserves the right to adjust the approved amount to align with the current published SRT guide if excess amounts are claimed without prior authorization from Proterra.

**NOTE:** Towing coverage is only reimbursed during the initial **Catalyst Bus New Vehicle Limited Warranty** for 1 Year/ 50,000 miles, whichever occurs first. All towing claims must be accompanied the warranty repair order and the towing invoice from the provider. Proterra will not pay mark-up on any sublet claims.

Any transportation damage as a result of towing is not covered. This includes any damage to the body, or as a result from improper hooking of the vehicle.

## DELAYED WARRANTY STARTS

A Delayed Warranty Start may be granted for the Customer to ready the Product for revenue service. This Delayed Warranty Start period shall not exceed 30 days after the Date of Acceptance for each Product and must be approved in writing by Proterra.

This period will allow for Customer to install any necessary equipment, have graphics applied, or any other service readiness activities.

For Delayed Warranty Start approval, the Customer must apply for this added time as part of the Purchase Agreement for the Product, or by submitting the Delayed Warranty Start Application included in the Forms Section of the Appendix.



## 2170 BATTERY PACK LIMITED WARRANTY

Subject to the terms, conditions and limitations set forth in this Battery Pack Limited Warranty (the "Warranty"), including, without limitation, the Approved Use Conditions, Proterra, Inc. ("Proterra") warrants to the original purchaser or lessee (individually or collectively, the "Customer") that its high voltage battery pack (the "Battery Pack") for the Proterra ZX5 / ZX5+ / ZX5 Max - series battery-electric bus will be free from defects in materials and workmanship.

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.

The Battery Pack may not be serviced by the Customer, or any third-party maintenance provider, without having completed the proper factory training and have successfully been certified by Proterra to service the Battery Pack. Any servicing of the Battery Pack by the Customer, or any third-party maintenance provider, without having become Proterra-Certified will void the Warranty. Proterra, or a Proterra-Certified technician, will perform all necessary repairs to the Battery Pack.

## 2170 BATTERY PACK LIMITED WARRANTY TERMS

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

**"Gross Discharge Throughput"** means the total energy discharged through the Battery Pack during its life, including energy from external chargers and energy recuperated from regenerative braking. The Gross Discharge Throughput will be tracked by the BMS at the Battery Pack level and reported through the onboard vehicle telemetry system.

**"Nameplate Energy"** means the amount of energy stated in the specifications, bid proposal, and/or contract, divided by the number of Battery Packs (e.g., 4 Battery Packs at 400 kWh would have 100 kWh nameplate energy per Battery Pack).

**"Available 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.

<b>Battery Pack Material and Workmanship Warranty 6 Years / Unlimited Mileage</b>	Coverage to include all materials, components and workmanship of the Battery Pack to be free of defects.
<b>Battery Packs with Nameplate energy of 112.5 kWh 6 Years / 200 MWh</b>	For Battery Packs with 112.5 kWh of Nameplate Energy and the Available Energy of 101 kWh in new condition, Proterra warrants Available Energy of 81 kWh per Battery Pack for 6 years, or 200 MWh of Gross Discharge Throughput per Battery Pack, whichever comes first.





## PROTERRA

### COMPONENTS INCLUDED IN BATTERY PACK LIMITED WARRANTY

This Warranty includes the following Battery Pack components:

- Battery Modules
- Battery Management System (BMS)
- Battery Cooling System
- Battery Pack Enclosure
- Electrical, Mechanical, and Thermal Interfaces
- Manual Service Disconnect (MSD)

### WHAT IS NOT COVERED

The following conditions are not covered by the Battery Pack Limited Warranty:

- Battery Packs that have been serviced by a non-Proterra-Certified technician without prior authorization by Proterra.
- Alteration or modification of any part of the Product with any third-party item
- Misuse or negligent use of the bus, including but not limited to Customer's, or a third-party's, failure to follow Proterra's Operating Manual
- Intentional or accidental collision and/or other physical damage
- Acts of Nature
- Neglect or Failure to perform the Preventative Maintenance as outlined in the maintenance documentation for the Product
- Unauthorized use or operation outside of the terms and conditions of the applicable lease contract,
- Improper maintenance and repair
- Intentional acts of destruction, tampering or vandalism



## POWER CONTROL SYSTEM (PCS) CHARGING SYSTEM LIMITED WARRANTY

Proterra Inc. (“Proterra”) warrants to the original purchaser/lessee that its Power Control System (“PCS”) will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. Such repair or replacement shall be the sole and exclusive remedy for any breach of warranty contained herein. This is a limited warranty subject to the terms and conditions stated below.

The Power Control System (PCS) Charging Systems Limited Warranty (the “Warranty”) covers the parts, assemblies, and components in the charge system listed below. This warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the sales agreement) and any associated freight costs during the warranty time period identified below.

### POWER CONTROL SYSTEM (PCS) WARRANTY TERM

Coverage Period: Power Control System (PCS) and Charge Dispenser – **Two (2) years** from the date of purchaser/lessee’s acceptance of the charge system in accordance with the terms of the purchase/lease agreement.

The “Charging System”, as referred to in this document, is comprised of the following components and related materials:

- 60kW or 125 kW Power Control System (PCS) Hardware
- Charge Dispenser(s)
- Power cabling
- Conduit between PCS and Dispenser IF installed by Proterra, or Proterra managed contractors
- Pedestal mount, wall and overhead mounting brackets, cable hanger, and cable reel IF installed by Proterra, or Proterra managed, contractors

### WHAT IS NOT COVERED

Items and components NOT covered by the Warranty include, but are not limited to, the following:

- Switchgear
- Data communication link from Customer and/or Customer designee
- Transformers upstream of the Switchgear
- Facility related items, including but not limited to, buildings, enclosures, concrete pads, and HVAC
- Power cabling and conduit between charger and dispenser NOT installed by Proterra, or Proterra managed contractors

The Warranty does NOT cover malfunction or failure of the charge system due to the following events:

- Alteration or modification of any part of the Charging System or assembly or combination of the Charging System with a system that is not authorized in writing by the manufacturer or performed by the manufacturer
- Misuse or negligent use of the Charging System, including but not limited to, purchaser/lessee or maintenance provider’s failure to follow Proterra’s operating manual
- Damaged caused by Road Salt or other Corrosive material intrusion
- Intentional or accidental collision, destruction, tampering or vandalism
- Acts of Nature
- Neglect, or Failure, to perform the Preventative Maintenance outlined in the PCS Operating Manual

- Unauthorized use or operation outside the terms and conditions of the applicable sales/lease agreement
- Improper maintenance or repair by purchase or any third-party servicer
- Charger cord and connector failures due to wear, physical damage, or improper stowage
- Preventive Maintenance items as outlined in the Operating Manual



## POWER CONTROL SYSTEM (PCS) CHARGING SYSTEM LIMITED WARRANTY

This warranty does not cover the repair or replacement of normal maintenance items including but not limited to: charger cord and connector failures due to damage or wear, filters, or any consumable items that are the sole responsibility of the purchaser/lessee

The start of the Power Control System (PCS) Charging Systems Limited Warranty term is the date of purchaser/lessee's acceptance of the charge system in accordance with the terms of the purchase/lease agreement.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs or replacement part to the purchaser/lessee without the above documentation.

**EXHIBIT C**

**PLACEHOLDER FOR BUY AMERICA CERTIFICATION**