



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

OFFICE OF AIR RESOURCES
235 Promenade Street
Providence, Rhode Island 02908

December 9, 2022

VW Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, PR and DC
Mr. Michael Bochanski Jr. 5th Floor
c/o Wilmington Trust, N.A. as Trustee
Rodney Square North
110 North Market Street
Wilmington, Delaware 19890

Re: State of Rhode Island VW Settlement – Revised D-4 and Funding Request for the Rhode Island Public Transit Agency ZEV Transit Bus Project

Dear Mr. Bochanski,

Please find enclosed the State of Rhode Island's Revised D-4 for the previously approved Rhode Island Public Transit Agency ZEV Transit Bus Project.

The Revised D-4 allows for an increased budget. We are requesting the previously approved D-4's budget (\$11,774,323) be increased to (\$12,069,840.87).

The D-4 Certification and related documentation was submitted through the Intralinks portal this afternoon.

Please feel free to contact me at 401-222-2808 ext. 7143 or by email at laurie.grandchamp@dem.ri.gov if you have any questions.

Sincerely,

Laurie Grandchamp, P.E. Chief
Office of Air Resources

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of Rhode Island

Lead Agency Authorized to Act on Behalf of the Beneficiary Department of Environmental Management
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

| | |
|---|--|
| Action Title: | Public Transit Bus Replacement Project |
| Beneficiary's Project ID: | 3765111 |
| Funding Request No. | (sequential) 4 |
| Request Type: (select one or more) | <input checked="" type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____ |
| Payment to be made to: (select one or more) | <input checked="" type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): <u>Rhode Island Public Transit Authority and Department of Environmental Management(DEM)</u> |
| Funding Request & Direction (Attachment A) | <input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately |

SUMMARY

| | |
|--|---|
| Eligible Mitigation Action | <input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>Action 2-Public Transit Bus Replacement Project & Administrative Costs</u> <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____ |
| Action Type | |
| Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1): <small>Detailed on page 5-6 of Rhode Island's BMP, this funding request will support the "RIPTA Bus Replacement Project" and associated administrative costs with implementing the eligible mitigation action.</small> | |
| Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): <small>The BMP proposes to distribute approximately \$10M to fund the replacement of approximately 20 diesel powered (MY2009 vintage or earlier) class 4-8 transit buses with new all-electric zero-emission vehicles. The project will be implemented in 3 phases as outlined in the BMP. These buses will run on various routes throughout the state. Enhanced service on these routes will increase mobility, economic, and health prospects of these environmentally and economically disadvantaged communities. The estimated lifetime emission reductions are (in short tons): NOx - 12-30, PM2.5- 0.5-2.5, CO 3-6, and HC 1.5-2.5.</small> | |
| Estimate of Anticipated NOx Reductions (5.2.3): It is anticipated that this project will mitigate 12-30 short tons of NOx. | |
| Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1): The Rhode Island Department of Environmental Management. | |
| Describe how the Beneficiary will make documentation publicly available (5.2.7.2). Please refer to attached page titled "Attachment for 5.2.7.2" of this submittal for this description. | |
| Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8). <small>Consolidated Budget for RIPTA: RIPTA Operating Funds(\$184,200); State Funds(\$2,161,810); Federal Funds (\$9,384,040); Total RIPTA Budget funded by the Trust: \$11,854,308 (Equipment: \$10,777,100 + Admin: \$1,077,208) TBD Funds (i.e. open/future grant opportunities): \$1,404,440 Total DEM Budget funded by the Trust: \$215,532.87 (Admin only)</small> | |
| Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9). <small>DEM sent emails to the representatives from the U.S. Department of the Interior and the U.S. Department of Agriculture listed in subparagraph 4.2.8 of the State Trust Agreement on February 28, 2018.</small> | |

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).
Please refer to attached page titled "Attachment for 5.2.10" of this submittal for this description.

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- | | | |
|-------------------------------------|---------------------|---|
| <input checked="" type="checkbox"/> | Attachment A | Funding Request and Direction. |
| <input checked="" type="checkbox"/> | Attachment B | Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4). |
| <input checked="" type="checkbox"/> | Attachment C | Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11). |
| <input checked="" type="checkbox"/> | Attachment D | Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.] |
| <input type="checkbox"/> | Attachment E | DERA Option (5.2.12). [Attach only if using DERA option.] |
| <input type="checkbox"/> | Attachment F | Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.] |

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary Rhode Island, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED:

12/9/2022

Laurie Grandchamp, Chief, Office of Air Resources

[NAME]

[TITLE]

Laurie A. Grandchamp

Rhode Island Department of Environmental Management

[LEAD AGENCY]

for

Rhode Island

[BENEFICIARY]

ATTACHMENT B (Updated December 2022)

Overview of BMP and RIPTA ZEV Bus Project

On behalf of the State of Rhode Island, the Department of Environmental Management (Department) developed a state mitigation plan to provide the public with insight into the State's vision and overall approach for uses of the funds. As such, the primary goal of the State's mitigation plan is to improve and protect ambient air quality by implementing eligible mitigation projects that will:

- Achieve significant and sustained reductions in diesel emission in terms of tons of reductions in diesel emission exposures in areas designated as poor air quality areas, areas with historical air quality issues, and areas that receive a disproportionate quantity of air pollution from diesel fleets, and
- Expedite development and widespread adoption of zero emission vehicles and engines.

The Department believes it is in our state's best interest to allocate the funds to advance the electrification of our transportation sector, specifically public transit. Today, transit agencies like the Rhode Island Public Transit Authority (RIPTA) rely almost entirely on public funding for capital expenditures, fleet and infrastructure operation and maintenance, and other day-to-day operations. Incentives for all-electric zero emission transit buses are also needed to help RIPTA meet their zero-emission goals, support in helping Rhode Island meet air quality standards and greenhouse gas emission reduction goals, support in-state manufacturing, and help reduce exposure to sensitive communities. Zero-emission transit incentives will also help to reduce technology costs and advance technology transfer to other heavy-duty sectors.

RIPTA plays an important role in helping Rhode Island meet air quality standards and greenhouse gas emission reduction goals; namely, by employing the cleanest technologies, providing safe and reliable public transit services to reduce light-duty passenger vehicle miles traveled and single occupancy trips, and reducing congestion on roadways. RIPTA's transit buses operate in communities across Rhode Island, adopting into its fleet all-electric zero-emission transit buses can: (a) keep money in-state and save all of us – our residents, schools, governments and businesses—money on transportation fuel; (b) create a marketing opportunity to reach a captive ridership audience; (c) generate economic development towards a more attractive public transit system; (d) expand workforce mobility by providing a stronger and greater mobility transit system; and (e) drastically reduce NOx, smog, and greenhouse gas levels to protect our health and our environmental justice communities.

The Department proposes funds are used to further support adoption and purchase of approximately twenty (20) all-electric zero-emission transit buses and build out the necessary charging infrastructure needed by RIPTA. While funds do allow for investments in diesel and natural gas projects, neither will provide nearly the same benefits to our state that electrification will. Investment in our transit authority buses today will speed further integration as additional transportation electrification technologies come to scale, bringing measurable economic and environmental benefits to the communities they serve.

***Project Implementation and Budget Expenditures Timeline
RIPTA ZEV Bus Project***

Project Implementation and Budget --- The project takes place in two phases.

Phase I (Completed) three year lease with option to buy three all-electric vehicles and associated charging equipment.

Phase II (Ongoing) Progress continues. RIPTA executed the order of 14 battery-electric buses with New Flyer on December 6, 2021. The first bus has been delivered following acceptance in April. New Flyer has begun to assemble the remaining 13 buses, the first of the buses were completed and delivered in mid-August. All deliveries, assuming production schedules remain on target, should be done by December 2022.

Phase II also includes the design, purchase, and installation of electrical charging equipment; purchase of charge-management equipment; and improvements to RIPTA's vehicle garages in connection with the deployment of all-electric zero-emission transit buses.

Over the course of the project, within two months after an all-electric zero emission transit bus enters revenue service, RIPTA will remove an existing bus (the model year 2009 or earlier) from service and provide proof of such to RIDEM.

All procurements will be selected in accordance with state public contracting laws.
(Section 5.2.5)

Previous and Revised Funding Requests for Corresponding D-4 and Attachment A

| | Attachment A | Attachment A (Revised) |
|---------------------------------|--|------------------------|
| 1 st Funding Request | \$215,532.87 (Dept. of Environmental Management) | |
| | \$2,776,338.00 (RIPTA) | |
| 2 nd Funding Request | \$2,919,000.00 (RIPTA) | |
| 3 rd Funding Request | \$5,863,452.13 (RIPTA) | \$6,158,970.00 (RIPTA) |
| TOTAL | \$11,774,323.00 | \$12,069,840.87 |

The request is supported by cost estimates found in the original D-4 and Attachment D submittal (**Section 5.2.6**). In addition, the revised request is supported by costs included in the purchase orders (Attachment D) included in this request.

Beneficiary: State of Rhode Island
Beneficiary's Project ID: 3765111
Lead Agency: Rhode Island Department of Environmental Management
Beneficiary Eligible Mitigation Action Certification – Support Documentation

Project Implementation and Budget Expenditures Timeline

Lead Agency= RI Department of Environmental Management (RIDEM)
Project Sponsor= RI Public Transit Authority (RIPTA)
Bold Items are Complete

| | Date | Activity |
|--|----------|--|
| | 2017, Q4 | Lead Agency Provides Notice of Availability of Mitigation Action Funds |
| | 2018, Q1 | Project Sponsor Submits Proposal to Lead Agency |
| | 2018, Q2 | Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan |
| | 2018, Q2 | Lead Agency Releases Draft Mitigation Plan to the Public |
| | 2018, Q3 | Lead Agency Submits Final Mitigation Plan to the Trustee |
| | 2018, Q3 | Lead Agency Enters into MOU with Project Sponsor |
| | 2018, Q3 | Lead Agency Submits Delegation of Authority – Incumbency and Security Procedures Documentation to Trustee |
| Phase I of RIPTA Bus Replacement Project | 2018 | Three vehicle pilot electric bus program |
| Phase II of RIPTA Bus Replacement Project | 2021, Q4 | Progress continues to be made on Phase II. Order of 14-battery-electric buses with New Flyer on December 6th 2021. |
| | 2022, Q2 | Delivery of 1st bus in April 2022. |
| | 2022, Q3 | Design and build of the in-line charging facility located at the southern terminus of RIPTA's R Line bus route. Design completed in July. Construction in August 2022. |
| | 2022, Q4 | Depot mobile chargers and supporting electrical infrastructure installed at the 269 Melrose Street facility. New Flyer assembling remaining 13 buses. All deliveries, assuming production schedules remain on target should be done by December 2022. |

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The Rhode Island Department of Environmental Management (DEM) will provide detailed reporting on this Action 2- Public Transit Bus Replacement Project and associated administrative costs in two ways: 1, timely updates to DEM's Volkswagen Environmental Mitigation Trust Fund webpage; and 2, Rhode Island's semiannual reporting obligation to Wilmington Trust (the "Trustee").

DEM maintains a VW Environmental Mitigation Trust Fund specific webpage that has been designed to support public access. The DEM's VW specific webpage can currently be found at <http://www.dem.ri.gov/programs/air/vwsettle.php>. Timely updates to the webpage will inform the general public on the project's status.

Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries details Rhode Island's Reporting Obligations:

"For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt."

DEM shall, in the next semiannual report following the Trustee's approval of this project, describe the progress implementing this Eligible Mitigation Action that will include a summary of all costs expended on the Eligible Mitigation Action through the reporting date. The report will also include a complete description of the status, development, implementation (including project schedule and milestone updates), and any modification to this Eligible Mitigation Action.

Beneficiary: State of Rhode Island
Beneficiary's Project ID: 3765111
Lead Agency: Rhode Island Department of Environmental Management
Beneficiary Eligible Mitigation Action Certification – Support Documentation

Attachment D – RIPTA – Detailed cost estimates from selected vendors (Updated December 2022)



Purchasing Department
705 Elmwood Avenue
Providence, RI 02907
Phone (401) 784-9500 ext 1161 Fax (401) 784-9595
Email:invoices@ripta.com

VENDOR:
VENDOR # 6949
NEW FLYER OF AMERICA INC
106 NATIONAL DRIVE
ANNISTON, AL 36207

PURCHASE ORDER

P.O. NUMBER: 221478

The above purchase order number must appear on all related correspondence, shipping papers, and invoices

SHIP TO:

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
750 ELMWOOD AVENUE
PROVIDENCE, RI 02907

TEL# (218) 281-5752

PAGE: 1

| P.O. DATE | REQUISITION | BUYER | ACCOUNT # |
|-------------|-------------|----------------|-----------|
| 12/03/21 | | LISA M. HANSON | SEE BELOW |
| DELIVERY BY | SHIP VIA | F.O.B. | TERMS |
| | | | NET/60 |

| ITEM # | DESCRIPTION | ORDER QTY | UOM | UNIT PRICE | TOTAL |
|--------|--|-----------|----------|--------------|-------------|
| 1 | 999 999 40' ELECTRIC NEW FLYER BUSES | 7.00 | EA | 1072551.1300 | 7507857.91 |
| 2 | 999 999 40' NEW FLYER ELECTRIC BUS | 7.00 | EA | 1072551.1300 | 7507857.91 |
| 3 | 999 999 DEPOT CHARGERS | 5.00 | EA | 30647.5000 | 153237.50 |
| | | | | SUB-TOTAL | 15168953.32 |
| | | | | TOTAL | 15168953.32 |
| | REMARKS: \$9,093,715.82 \$846,000 GRANT 2020-003 P1 GRANT 2020-003 P2 BUSES BUSES REQ 29208 \$5,076,000 \$153,237.50 GRANT 2021-004 VW FUNDS BUSES ZEVINF REQ 29208 VWSBEB | | | | |
| | REQ/ACCT | DATE | REQ. BY | PROJECT | AMOUNT |
| | 0000029208 | 12/03/21 | L HANSON | VWSBEB | 3003143.22 |
| | 00130316031205 | | | | |
| | 0000029208 | 12/03/21 | L HANSON | VWSBEB | 7951772.60 |
| | 18690019994501 | | | | |
| | 0000029208 | 12/03/21 | L HANSON | VWSBEB | 4060800.00 |
| | 19890019994501 | | | | |
| | 0000029208 | 12/03/21 | L HANSON | ZEVINF | 153237.50 |
| | 00130316031213 | | | | |

TAX EXEMPTION NO. #05750005KWE ARE EXEMPT FROM ALL STATE AND FEDERAL TAXES

Approved by Budget Officer

Authorized by Lisa Hanson
John S. Chadwick, Director of Procurement and Inventory
Michael J. McGrane, Contract Manager
Lisa Hanson, Purchasing Agent

TERMS AND CONDITIONS

(1) Purchase Order Number must appear on all correspondence (2) e-mail invoices to invoices@ripta.com (3) Invoice must conform with the purchase order in terms, quantities, unit cost, and specifications listed above (4) No adjustments are accepted after shipment of goods or performance of services (5) No Over shipments will be accepted nor paid for.

ADDITIONAL TERMS AND CONDITIONS

A. No Government Obligation to Third Parties

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

B. Program Fraud

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

C. Audit and Inspection of Records

The Contractor shall maintain records, and the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transactions.

The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcription.

D. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (9) dated October, 2002) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

E. Equal Employment Opportunity

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, handicap or national origin. Such actions shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

F. Title VI Assurances

Contractors and subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act 49 U.S.C. 5332, 49 U.S.C. 2000d and 49 C.F.R. Part 21 and the Assurances by RIPTA pursuant thereto.

G. Americans with Disabilities Act

All products, equipment or construction provided in accordance with this contract shall comply with the current version of the Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq. at the time of the solicitation.

H. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RIPTA requests, which would cause RIPTA to be in violation of the FTA terms and conditions.

I. Energy Conservation Requirements

42 U.S.C. 6321 et seq. 49 CFR Part 18

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

J. Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

K. Additional Terms and Conditions in Response to an Invitation for Bid or Request for Proposals.

The Terms and Conditions of the RIPTA Invitation for Bid or Request for Proposal number referenced on the first page of this document shall be included by reference.



Purchasing Department
705 Elmwood Avenue
Providence, RI 02907
Phone (401) 784-9500 ext 1161 Fax (401) 784-9595
Email:invoices@ripta.com

VENDOR:

VENDOR # 11993

BOND CIVIL & UTILITY CONSTRUCT
10 CABOT ROAD
SUITE 300
MEDFORD, MA 02155

TEL# (401) 383-3445

PURCHASE ORDER

P.O. NUMBER: 221559

The above purchase order number must appear on all related correspondence, shipping papers, and invoices

CHANGE #: 4

DATE CHG: 11/09/22

SHIP TO:

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
ATTN: PURCHASING DEPT
705 ELMWOOD AVENUE
PROVIDENCE, RI 02907

PAGE: 1

| P.O. DATE | REQUISITION | BUYER | ACCOUNT # |
|-------------|-------------|----------------|-----------|
| 12/10/21 | 29201 | LISA M. HANSON | |
| DELIVERY BY | SHIP VIA | F.O.B. | TERMS |
| 12/02/21 | | | NET/60 |

| ITEM # | DESCRIPTION | ORDER QTY | UOM | UNIT PRICE | TOTAL |
|--------|---|-----------|-----|------------|-------|
| | ***** * * CHANGE ORDER * * ***** | | | | |
| | CONSTRUCTION OF CHARGING STATIONS EFFECTIVE DATE: 12/02/21 EXPIRATION DATE: 12/31/22 NOT TO EXCEED: 7085621.29 REMARKS: ELECTRIC BUS IN-LINE CHARGING STATION CONSTRUCTION AS PER BID 22-03 \$200,000 \$573,613.85 GRANT 2020-003 GRANT 2020-003 CHARGERS ENG/DESIGN ZEVIF ZEVIF REQ 29201 \$6,312,007.44 VW FUNDS | | | | |
| | ----- ACCOUNT PROJECT AMOUNT ----- | | | | |
| | 00130316031213 | ZEVINE | | 6466730.21 | |
| | 18690019994519 | ZEVINE | | 458891.08 | |
| | 18690019994563 | ZEVINE | | 160000.00 | |
| | ----- | | | | |

TAX EXEMPTION NO. #05750005KWE ARE EXEMPT FROM ALL STATE AND FEDERAL TAXES

Approved by Budget Officer

Authorized by Lisa Hanson
John S. Chadwick, Executive Director of Procurement and Inventory
Michael J. McGrane, Contract Manager
Lisa Hanson, Purchasing Administrator

TERMS AND CONDITIONS

(1) Purchase Order Number must appear on all correspondence (2) e-mail invoices to invoices@ripta.com (3) Invoice must conform with the purchase order in terms, quantities, unit cost, and specifications listed above (4) No adjustments are accepted after shipment of goods or performance of services (5) No Over shipments will be accepted nor paid for.



Purchasing Department
705 Elmwood Avenue
Providence, RI 02907
Phone (401) 784-9500 ext 1161 Fax (401) 784-9595
Email:invoices@ripta.com

VENDOR:
VENDOR # 10339
NOLIN ELECTRIC INC
82 STAMP FARM ROAD
CRANSTON, RI 02921

TEL# (401) 647-5478

PURCHASE ORDER

P.O. NUMBER: 222819

The above purchase order number must appear on all related correspondence, shipping papers, and invoices

CHANGE #: 2

DATE CHG: 05/20/22

SHIP TO:

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
R.I. PUBLIC TRANSIT AUTH.
TRANS. DEPT. BLDG.-FUEL
269 MELROSE STREET
PROVIDENCE, RI 02907

PAGE: 1

| P.O. DATE | REQUISITION | BUYER | ACCOUNT # |
|-------------|-------------|----------------|-----------|
| 04/20/22 | 29912 | LISA M. HANSON | |
| DELIVERY BY | SHIP VIA | F.O.B. | TERMS |
| 04/19/22 | | | NET/60 |

| ITEM # | DESCRIPTION | ORDER QTY | UOM | UNIT PRICE | TOTAL |
|--------|---|-----------|-----|------------|-------|
| | ***** * * CHANGE ORDER * * ***** ELECTRICAL INFRASTRUCTURE INSTALLATION EFFECTIVE DATE: 04/19/22 EXPIRATION DATE: 07/31/22 NOT TO EXCEED: 190500.00 REMARKS: ELECTRICAL FOR HELIOX MOBILE CHARGERS GRANT 2020-003 CHARGING STATIONS REQ 29912 MPA 41 ----- ACCOUNT PROJECT AMOUNT 00130316031213 ZEVINE 38100.00 18690019994563 ZEVINE 152400.00 ----- | | | | |

TAX EXEMPTION NO. #05750005KWE ARE EXEMPT FROM ALL STATE AND FEDERAL TAXES

Approved by Budget Officer

Authorized by *Lisa Hanson*
John S. Chadwick, Director of Procurement and Inventory
Michael J. McGrane, Contract Manager
Lisa Hanson, Purchasing Agent

TERMS AND CONDITIONS

(1) Purchase Order Number must appear on all correspondence (2) e-mail invoices to invoices@ripta.com (3) Invoice must conform with the purchase order in terms, quantities, unit cost, and specifications listed above (4) No adjustments are accepted after shipment of goods or performance of services (5) No Over shipments will be accepted nor paid for.