

AGREEMENT NO.

FUNDING AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT, a California public agency, 21865 Copley Drive, Diamond Bar, California 91765 ("SCAQMD").

WHEREAS, City and SCAQMD seek to accelerate the development and adoption of near-zero emissions and zero-emissions drayage trucks and related infrastructure, for use throughout the State of California and at the Port of Los Angeles; and

WHEREAS, SCAQMD has embarked on a demonstration project with Daimler Trucks North America ("DTNA") to develop and demonstrate 20 heavy-duty battery-electric trucks and associated electric vehicle infrastructure, some of which will be deployed at the Port of Los Angeles ("Project"); and

WHEREAS, the City of Los Angeles Harbor Department wishes to contribute funding to the Project after vetting and approving the Project through the Department's Technology Advancement Program; and

WHEREAS, SCAQMD will be the lead agency on the Project and will be responsible for all management and administration of the Project;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCAQMD-DTNA PROJECT

SCAQMD shall administer and manage the Project with DTNA as set forth in Contract No. 19190 executed between DTNA and the SCAQMD on December 18, 2018, and set forth in Exhibit A, which is attached to this Agreement and incorporated herein by reference. During the term of this Agreement, SCAQMD shall provide to City copies of amendments to Contract No. 19190 entered into between SCAQMD and DTNA.

II. PROJECT OBLIGATIONS OF CITY

A. City shall provide funding to SCQMD as set forth in Section V of this Agreement to co-sponsor the Project as set forth in Exhibit A.

B. The Executive Director or his designee is designated as the contract administrator for City and shall also decide in his reasonable discretion any and all questions which may arise as to the quality or acceptability of the services performed and

the manner of performance, the interpretation of instructions to SCAQMD and the acceptable completion of this Agreement and the amount of reimbursement due. Notwithstanding the above, nothing herein is intended to limit SCAQMD's rights to seek legal redress in the event SCAQMD disputes a decision made by the Executive Director.

C. SCAQMD shall provide Executive Director with reasonable advance written notice if it or a third party representative requires access to premises of Department. Subsequent access rights, if any, shall be granted to SCAQMD at the sole reasonable discretion of Executive Director, specifying conditions it must satisfy in connection with such access. SCAQMD acknowledges that such areas may be occupied or used by tenants or contractors of City and that any access rights granted by Department shall be consistent with such occupancy or use.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. SCAQMD is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;
2. The Agreement is terminated pursuant to either Section IV or Section VIII as set forth herein; or
3. Upon completion of the Project or termination of Contract No. 19190 and all funds due and payable pursuant to this Agreement have been transmitted by City to SCAQMD.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, may appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The City shall not pay any funds to SCAQMD in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

If in any fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation incurred prior to termination and for which funds have been appropriated.

V. PROJECT FUNDING AND PAYMENT

A. City shall disburse funds to SCAQMD pursuant to this Agreement in accordance with the tasks and payments as set forth in Exhibit B.

B. The maximum payable under this Agreement shall be One Million Dollars (\$1,000,000).

C. In connection with each disbursement request, SCAQMD shall submit to City an invoice along with corresponding documentation of the completed task(s) (as determined by SCAQMD), and the cost-share amount due from City.

Each invoice submitted shall be signed by a SCAQMD authorized representative and shall include the following certification:

"I certify under penalty of perjury that the above invoice is just and correct according to the terms of Agreement No. _____ and that payment has not been received.

(Authorized SCAQMD Signature)

D. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

The City may require, and SCAQMD shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenditures under this Agreement and the Project.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191

VI. RECORDKEEPING AND AUDIT RIGHTS

Upon request by City, SCAQMD shall provide to City copies of any or all reports on the Project. SCAQMD shall keep and maintain full, complete and accurate books of accounts and records of the Project in accordance with any applicable state or federal laws and generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying by City or a third party designee. Such books and records shall be maintained by SCAQMD for a period of three (3) years after the completion of the Project, expiration or termination of this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of SCAQMD arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by SCAQMD or any individual or entity acting for or on behalf of SCAQMD, and (c) without regard to whether such writings have previously been provided to City. SCAQMD shall be responsible for obtaining access to and providing writings of DTNA or other third parties working on the Project. SCAQMD's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

VII. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, SCAQMD undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including SCAQMD's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by SCAQMD or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

VIII. TERMINATION PROVISION

Either party may terminate and cancel this Agreement for any reason upon giving the other party thirty (30) days' notice in writing of its election to cancel and terminate the Agreement. Upon such termination, SCAQMD shall be entitled to reimbursement for Project expenses incurred and owed in accordance with this Agreement as of the date the termination notice is made pursuant to the terms of this Agreement. SCAQMD agrees to accept such amount, plus all amounts previously paid, as full payment and satisfaction of all obligations of City to SCAQMD.

IX. AFFIRMATIVE ACTION

SCAQMD agrees, subject to applicable laws, rules and regulations, not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition.

X. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XI. TRADEMARKS, COPYRIGHTS, AND PATENTS

SCAQMD agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by SCAQMD in the performance of this Agreement. SCAQMD further agrees they shall not provide the City with any materials for use that would result in such an infringement.

XII. PROPRIETARY INFORMATION

City disclaims any and all ownership or proprietary rights to any and all discoveries, inventions, developments, specifications, patents, know-how, trade secrets, computer programs or other proprietary information for the Project funded under this Agreement.

XIII. CONFIDENTIALITY

Any data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this

Agreement and any recommendations made by SCAQMD relative thereto may be considered confidential, in which case such material shall not be reproduced, altered, used or disseminated by City or SQAQMD or their employees or agents in any manner except and only to the extent necessary for completion of the Project. City and SCAQMD shall comply with the provisions of Government Code Section 6250 et seq. (Public Records Act) as it pertains to the Project and this Agreement.

XIV. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Environmental Management, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to SCAQMD shall be addressed to Phil Barroca, Technology Advancement Office, at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XV. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. SCAQMD agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XVI. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

XVII. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

XVIII. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

XIX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

XX. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

XXI. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

XXII. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

XXIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____, 2020

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 2020
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
Heather M. McCloskey, Deputy

Dated: MAY 21, 2020

SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT

By: _____

(Print/type name and title)

Attest: _____

(Print/type name and title)

APPROVED AS TO FORM
Bayron T. Gilchrist, General Counsel

By: _____
Ruby Laitz, Sr. Deputy District Counsel

AGREEMENT NO.
 BETWEEN THE CITY OF LOS ANGELES AND
 SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

MAY 5, 2020

Account#	59965	W.O. #	
Ctr/Div#	0330	Job Fac.#	
Proj/Prog#	000		
Budget FY:		Amount:	
2019-2020		\$731,979	
2020-2021		\$268,021	
TOTAL		\$1,000,000	

<u>For Acct/Budget Div. Use Only</u>							
Verified by: _____ Verified Funds Available: _____ Date Approved: _____	<table style="border: none;"> <tr> <td style="font-size: 2em; vertical-align: middle;"><i>Flu</i></td> <td style="font-size: 0.8em; vertical-align: middle;"> Flora Khaw 2020.05.07 15:44:42 -07'00' </td> </tr> <tr> <td style="font-size: 2em; vertical-align: middle;"><i>Jalie</i></td> <td style="font-size: 0.8em; vertical-align: middle;"> Digitally signed by Frank Liu Liu Date: 2020.05.07 19:29:56 -07'00' </td> </tr> <tr> <td colspan="2" style="border: none; text-align: center; font-size: 1.2em;">5/7/2020</td> </tr> </table>	<i>Flu</i>	Flora Khaw 2020.05.07 15:44:42 -07'00'	<i>Jalie</i>	Digitally signed by Frank Liu Liu Date: 2020.05.07 19:29:56 -07'00'	5/7/2020	
<i>Flu</i>	Flora Khaw 2020.05.07 15:44:42 -07'00'						
<i>Jalie</i>	Digitally signed by Frank Liu Liu Date: 2020.05.07 19:29:56 -07'00'						
5/7/2020							



**South Coast
Air Quality Management District**

**Contract No. 191901
Modification**

MODIFICATION TO CONTRACT

This modification consists of 3 pages.

1. RECITALS

- A. The South Coast Air Quality Management District (hereinafter "SCAQMD") and Daimler Trucks North America LLC (hereinafter "CONTRACTOR") have previously executed a Contract No. 19190 for the development and demonstration of battery-electric heavy-duty trucks and installation of charging stations.
- B. This Contract is being funded in part by the U.S. Environmental Protection Agency (EPA). Pursuant to SCAQMD Governing Board direction, the EPA's funding portion is being increased by Five Hundred Thousand Dollars (\$500,000) and SCAQMD's portion is being decreased by the same amount. Therefore, a modification to this Contract is necessary to modify Attachment 2 – Payment Schedule and Attachment 3 – Subrecipient and Federal Award Information.

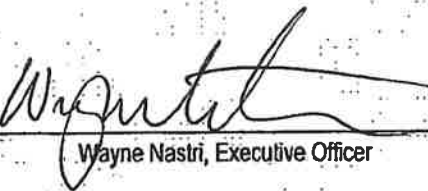
2. MODIFICATION

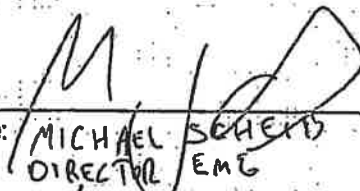
The parties therefore agree to modify the existing Contract, at no additional cost to SCAQMD, as follows:

- A. Attachment 2A - Payment Schedule, attached hereto and included herein by this reference, supersedes the original Payment Schedule and any modifications thereof.
- B. Attachment 6A – Subrecipient and Federal Award Information, attached hereto and included herein by this reference, supersedes the original Federal Award Information and any modifications thereof.
- C. All other provisions of the above-referenced Contract shall remain in full force and effect.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

DAIMLER TRUCKS NORTH AMERICA LLC


By: 
Wayne Nasti, Executive Officer

By: 
Name: MICHAEL SCHENK
Title: DIRECTOR EMC

Date: 07 APR 2020

Date: 4/2/2020

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By: 
//Modification
Revised: February 14, 2020

**ATTACHMENT 2A
PAYMENT SCHEDULE FOR
DAIMLER TRUCKS NORTH AMERICA LLC**

ZERO EMISSION TRUCKS AND EV INFRASTRUCTURE PROJECT

Total cost of this Contract is \$15,670,072 and ~~\$13,170,072~~ \$12,670,072 will be provided by SCAQMD, US-EPA Region 9 will provide ~~\$500,000~~ \$1,000,000, Port of Los Angeles will provide \$1,000,000 and Port of Long Beach will provide \$1,000,000. The total project cost is estimated to be \$31,340,144. CONTRACTOR shall provide the remaining \$15,670,072 as in-kind cost share. CONTRACTOR's cost share must be documented and submitted on Tasks where cost share is required.

CONTRACTOR shall be paid \$15,670,072 through milestone payments in accordance with the schedule below. All invoices shall include documentation of completed tasks, deliverables and cost-share upon the completion of the tasks identified below. Payment may be delayed if supporting documentation of progress is insufficiently documented.

TASKS	SCAQMD	EPA	POLA	POLB	CONTRACTOR (Cost Share)	Completion (Timeline)
Task 1	\$8,271,098 \$7,771,098	\$500,000 \$1,000,000			\$8,771,098	Q2 2019
Task 2.1			\$161,337		\$161,337	Q4 2018
Task 2.2			\$161,337		\$161,337	Q4 2018
Task 2.3	\$150,678		\$10,659		\$161,337	Q4 2020
Task 2.4				\$161,337	\$161,337	Q1 2019
Task 2.5				\$161,337	\$161,337	Q1 2019
Task 2.6				\$161,337	\$161,337	Q1 2020
Task 3	\$3,758,382				\$3,758,382	Q2 2019
Task 4.1			\$224,183		\$224,183	Q4 2018
Task 4.2	\$115,033		\$109,150		\$224,183	Q4 2020
Task 4.3				\$224,183	\$224,183	Q4 2020
Task 4.4				\$224,183	\$224,183	Q4 2020
Task 4.5	\$156,560			\$67,623	\$224,183	Q4 2019
Task 4.6	\$224,183				\$224,183	Q4 2020
Task 5.1			\$65,313		\$65,313	Q4 2020
Task 5.2			\$65,313		\$65,313	Q4 2020
Task 5.3			\$65,313		\$65,313	Q4 2020
Task 5.4			\$65,313		\$65,313	Q1 2021
Task 5.5			\$65,313		\$65,313	Q1 2021
Task 5.6	\$58,544		\$6,769		\$65,313	Q1 2021
Task 6.2 (Paid Quarterly - 11 Payments)	\$33,660 (Total \$370,260)				\$33,660 (Total \$370,260)	Q1 2019 to Q3 2021
Task 6.3	\$65,334				\$65,334	Q3 2021
TOTAL	\$13,170,072 \$12,670,072	\$500,000 \$1,000,000	\$1,000,000	\$1,000,000	\$15,670,072	

ATTACHMENT 6 A**Subrecipient and Federal Award Information as Required by 2 CFR 200.331****Contract C19190****Subrecipient Information:**

Subrecipient name	Daimler Trucks North America, LLC
Subrecipient's DUNS Number	009029687
Subaward Period of Performance Start and End Date	Date of execution through 9/30/2020

Federal Award Information:

Federal Awarding Agency	U.S. EPA
Pass-through Entity	SCAQMD
Federal Award Identification Number (FAIN)	A-00909418
Federal Award Date	6/28/2019
CFDA Number and Name	66.001 Air Pollution Control Program Support
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$500,000
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$1,000,000
Total Amount of the Federal Award to the pass-through entity	\$10,570,488
Federal award project description	Develop heavy-duty electric trucks with EV infrastructure
Is this an R&D award	Yes
Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	0.000%



South Coast Air Quality Management District

Contract No. 19190
EPA Standard, POLB, POLA

This Contract consists of 29 pages.

1. PARTIES

The parties to this contract ("Contract") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and Daimler Trucks North America LLC (referred to here as "CONTRACTOR") whose address is 4555 North Channel Avenue, Portland, Oregon 97217.

2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. SCAQMD desires to contract with CONTRACTOR for, and CONTRACTOR desires to provide, the services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
- B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
- D. CONTRACTOR acknowledges that this Contract is funded in whole or in part by the SCAQMD and by awards to the SCAQMD from the United States Environmental Protection Agency ("EPA"), the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners ("POLB"), and the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners ("POLA"). CONTRACTOR agrees that the EPA, the POLB, and/or the POLA or their designees may monitor and enforce the terms of this Contract.

3. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. CONTRACTOR further agrees to immediately notify SCAQMD in writing of any change in its licensing status which has a material impact on the CONTRACTOR's performance under this Contract.
- B. CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. Unless otherwise stated herein, all reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
- C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and CONTRACTOR represents and warrants that it has no business, professional, personal or other interest that would conflict in any manner or degree with the performance of its obligations under this Contract. If any such actual or potential conflict of interest arises during the term of this Contract, CONTRACTOR shall immediately inform SCAQMD in writing, and SCAQMD may, in its sole judgment, terminate this Contract immediately upon written notice to CONTRACTOR.
- D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to SCAQMD's final approval which

SCAQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by SCAQMD, shall be the responsibility of CONTRACTOR. If CONTRACTOR is deemed by SCAQMD to have failed the foregoing standards of performance, the SCAQMD may request re-performance.

- E. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.

4. FEDERAL REQUIREMENTS

This Contract is funded in whole or in part by an EPA award to the SCAQMD. Information on the award may be found in Attachment 6 – *Federal Award Information*, attached here and made a part here by this reference. As such, CONTRACTOR shall fully comply with all applicable federal rules, regulations, and requirements, including, but not limited to, the following:

- A. This Contract is subject to, and CONTRACTOR shall fully comply with, all applicable provisions outlined in 2 CFR, Part 200 and Part 1500, 40 CFR Chapter 1, Subchapter B, and with all applicable terms and conditions listed in the current EPA General Terms and Conditions, which is available at <https://www.epa.gov/grants/grant-terms-and-conditions#general>.
- B. Debarment and Suspension (Executive Orders 12549 and 12689) - CONTRACTOR shall fully comply with 2 CFR Part 180, as supplemented by 2 CFR Part 1532. CONTRACTOR certifies that it is: (1) not presently excluded or disqualified, as those terms are defined in 2 CFR §180.110; (2) not convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; (3) not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (4) not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. CONTRACTOR acknowledges that failing to disclose the information required under 2 CFR §180.355 may result in the delay or negation of this Contract or pursuance of legal remedies, including suspension and debarment. CONTRACTOR shall complete Attachment 4 - *Certification Regarding Debarment, Suspension, and Other Responsibility Matters*, attached here and made a part here by this reference. The completed Attachment 4 shall be submitted to SCAQMD along with the signed Contract. CONTRACTOR shall inform the SCAQMD of any material changes to a previous filing, by completing and submitting an additional Attachment 4 - *Certification Regarding Debarment, Suspension, and Other Responsibility Matters*.
- C. New Restrictions on Lobbying - CONTRACTOR agrees to comply with Title 2 CFR Part 418, *New Restrictions on Lobbying*. No appropriated funds may be expended by the CONTRACTOR of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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. CONTRACTOR shall complete Attachment 5 – *Certification Regarding Lobbying*, attached here and made a part here by this reference. The completed Attachment 5 shall be submitted to SCAQMD along with the signed Contract, and if applicable, the completed SF LLL - *Disclosure of Lobbying Activities*. CONTRACTOR shall inform the SCAQMD of any material changes to a previous filing, pursuant to 31 U.S.C. section 1352, by completing and submitting an additional *Disclosure of Lobbying Activities* form (SF LLL).

- D. Federal Fair Share Objectives - CONTRACTOR shall carry out the applicable requirements of 40 CFR Part 33 in the award and administration of subcontracts awarded under this EPA-funded Contract. Failure by CONTRACTOR to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.
- E. Trafficking Victims Protection Act of 2000 - CONTRACTOR and any of its subcontractor(s) shall comply with the provisions of the Trafficking Victims Protection Act of 2000, as amended, and shall include the requirements of the Prohibition Statement, below, in any subaward you make to a private entity. SCAQMD shall reserve the right to terminate the Contract, without penalty, if CONTRACTOR and/or any of its subcontractor(s) engages in activities provided in the Prohibition Statement as follows:

Prohibition Statement – You as the recipient, your employees, subcontractors under this Contract, and subcontractor's employees may not engage in severe forms of trafficking in persons during the period of time that this Contract is in effect; procure a commercial sex act during the period of time that this Contract is in effect; or use forced labor in the performance of this Contract or subcontracts under the this Contract.

- F. Clean Air Act and Clean Water Act - CONTRACTOR shall comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532, Subpart J).
- G. Audit Requirements
- (i) During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the SCAQMD, CONTRACTOR shall allow the SCAQMD, the Comptroller General of the United States, their designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the EPA, a sum of money equivalent to the amount of any expenditures disallowed should the SCAQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles as contained in 2 CFR Part 200 Subpart E, the EPA regulations, or the provisions of this Contract.
 - (ii) Beginning with CONTRACTOR's current fiscal year and continuing through the term of this Contract, and if applicable and if CONTRACTOR expended Seven Hundred Fifty Thousand Dollars (\$750,000) or more in a fiscal year in Federal Awards, CONTRACTOR shall have a single or program-specific audit conducted in accordance with the requirements of 2 CFR Part 200 Subpart F.
- H. Federal Property Disposition Conditions - The disposition of equipment funded in whole or in part with Federal funds, where it will no longer be used in accordance with the purpose of this Contract, must comply with local, state and federal regulations, including 2 CFR §200.313 as applicable. Pursuant to the federal property disposition conditions, CONTRACTOR agrees to report to SCAQMD, every 2 years after the conclusion of the Contract term, information relating to the equipment, until the equipment's fair market value drops below \$5,000 or until the equipment is no longer used in accordance with the purpose of this Contract. Information to be reported shall include: the serial number or other identification number, the fair market value at the time of the report, location, use and condition of the equipment. CONTRACTOR shall also notify SCAQMD within thirty

(30) days of the equipment's sale or transfer. The requirements of this provision shall survive the expiration of this Contract.

- I. CONTRACTOR shall require its subcontractors to abide by the Federal Requirements set forth in this Clause and throughout this Contract.

5. TERM

This Contract will become effective when signed by both parties and shall remain in effect for forty two (42) months thereafter, unless terminated as specified herein or extended by amendment of this Contract in writing.

6. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 16. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all work performed before the effective date of termination under Clause 6.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

7. STOP WORK

SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

8. INSURANCE

- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.

- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates must be sent to SCAQMD Risk Management, by email (insurancecertificate@aqmd.gov) or by fax (909-396-3979). **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

9. INDEMNIFICATION

- A. CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged negligence, reckless, knowing, or willful act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
- B. CONTRACTOR agrees to indemnify, hold harmless and defend from any and all loss, liability, cost or expense, including reasonable attorneys' fees, incurred by POLA by reason of any and all claims, demands, suits and proceedings made or brought against POLA arising from any actual or alleged negligence, reckless, knowing, or willful act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
- C. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

10. COST-SHARE

CONTRACTOR shall provide cost-share in the amount of Fifteen Million Six Hundred Seventy Thousand Seventy Two Dollars (\$15,670,072) for this project. If CONTRACTOR fails to provide this cost-share, then SCAQMD reserves the right to renegotiate or terminate this Contract.

11. PAYMENT

- A. SCAQMD shall pay CONTRACTOR up to the fixed price amount of Fifteen Million Six Hundred Seventy Thousand Seventy Two Dollars (\$15,670,072) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference.

Payment shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Michelle White, Technology Advancement.

- B. Upon completion or termination of the Contract, CONTRACTOR shall submit the final invoice (if any) no later than ninety (90) days after such completion or termination date. The invoice shall be clearly marked as "FINAL" and prepared as indicated in 11A. above.
- C. CONTRACTOR shall adhere to the applicable cost principles as contained in 2 CFR Part 200 Subpart E, the EPA regulations, and/or the provisions of this Contract.
- D. SCAQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in SCAQMD sole judgment.
- E. Payment under this Contract is contingent upon SCAQMD's receipt of funds from the POLB, the POLA, and/or the EPA.

12. NO LEASE-TO-OWN AGREEMENTS

CONTRACTOR may not enter into any lease-to-own agreements for any Equipment funded in whole or in part under this Contract. Failure to comply with this provision shall result in CONTRACTOR returning some or all of the Contract funds, as determined by SCAQMD at its sole discretion. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

13. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Contract are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

14. VIOLATION OF LABOR LAWS

CONTRACTOR shall promptly notify SCAQMD in writing if CONTRACTOR has been found by a court or federal or state agency to have violated labor laws. CONTRACTOR shall complete a yearly certification in which CONTRACTOR shall either state it has not been found by a court or federal or state agency to have violated labor laws or, if such violations have been found, CONTRACTOR shall give SCAQMD details about those violations in the certification. If CONTRACTOR has previously provided that information to the SCAQMD, it shall reattach that previous notification to the certification and provide any additional details about those violations that have not previously been provided. CONTRACTOR's yearly certification shall be due annually as set forth in Attachment 1, Statement of Work. SCAQMD reserves the right to terminate this Contract upon such a finding, and CONTRACTOR shall, at SCAQMD's request, return any and all Contract funds, as determined by SCAQMD. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

15. INTELLECTUAL PROPERTY RIGHTS

The parties' rights to all intangible property provided to another party under this Contract, including copyrights, trademarks, patents, and inventions, shall be in accordance with 2 CFR §200.315 and 37 CFR Part 401, and any applicable federal regulations.

- A. Rights of Technical Data – The United States Government and SCAQMD shall have the unlimited right to use technical data, including material designated as a trade secret, that are provided by CONTRACTOR to SCAQMD during the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall retain all ownership rights to its copyrights, trademarks, patents, trade secrets, and inventions whether or not created in the performance of services under this Contract.
- B. Copyright - CONTRACTOR agrees to grant the United States Government and SCAQMD a royalty-free, nonexclusive, irrevocable right to reproduce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract and provided to SCAQMD by CONTRACTOR. CONTRACTOR shall not be required to provide or disclose any intangible or proprietary property, including copyrights, trademarks, patent, inventions, and trade secrets, in the performance of services under this Contract, and, notwithstanding anything to the contrary in this Contract, neither SCAQMD, POLB, POLA, any entity of the United States Federal Government, nor any state government, shall acquire any license, right to use, or other right in such intangible property that is not directly provided by CONTRACTOR to SCAQMD in performance of the services under this Contract.

16. NOTICES

All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Joseph Impullitti, email: jimpullitti@aqmd.gov

CONTRACTOR: Daimler Trucks North America LLC
4555 North Channel Ave.
Portland, OR 97217
Attn: Michael Scheib, email: michael.m.scheib@daimler.com

17. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify SCAQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

18. CONFIDENTIALITY

It is expressly understood and agreed that SCAQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from SCAQMD as confidential. CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
- D. Notify SCAQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
- E. Take at CONTRACTOR expense, but at SCAQMD's option and in any event under SCAQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such information by any person or entity not authorized under this Contract.
- H. Establish specific procedures in order to fulfill the obligations of this clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

19. PUBLICATION

- A. SCAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from SCAQMD in connection with performance under this Contract.

- B. Information, data, documents, or reports developed by CONTRACTOR for SCAQMD, pursuant to this Contract, shall be part of SCAQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to SCAQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by a U.S. Environmental Protection Agency (EPA) Award to the South Coast Air Quality Management District (SCAQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the EPA or the SCAQMD, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. The EPA, the SCAQMD, their officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. The EPA and SCAQMD have not approved or disapproved this report, and neither have passed upon the accuracy or adequacy of the information contained herein."

- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

20. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. CONTRACTOR shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

21. SOLICITATION OF EMPLOYEES

The parties expressly agree that neither party shall, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by the other party during the term of this Contract without the consent of such other party.

22. PROPERTY AND SECURITY

Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by SCAQMD for access to and activity in and around SCAQMD premises.

23. ASSIGNMENT

The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

24. NON-EFFECT OF WAIVER

The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

25. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

26. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

27. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

28. HEADINGS

Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

29. DUPLICATE EXECUTION

This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

30. GOVERNING LAW

This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

31. PRE-CONTRACT COSTS

Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that this Contract is not executed, the SCAQMD shall not be liable for any amounts expended in anticipation of a fully executed Contract. If this Contract is fully executed, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.

32. CITIZENSHIP AND ALIEN STATUS

A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from

all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 U.S.C. Section 1324b.

- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

33. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT

- A. CONTRACTOR agrees to the following Records Retention Period: maintain records related to this Contract during the Contract term and continue to retain these records for a period of three years beyond the Contract term.
- B. SCAQMD, POLB, POLA, the EPA, and/or the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to audit records related to this Contract during the Records Retention Period. CONTRACTOR agrees to include a similar right for these agencies to conduct on-site inspections and audit records (including inspections, interviews and audits related to labor violations) in any related subcontract for a fleet.
- C. If an amount is found to be inappropriately expended, CONTRACTOR shall reimburse SCAQMD, or SCAQMD may withhold payment from CONTRACTOR, as applicable, in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

34. PREVAILING WAGES

CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

35. SUBCONTRACTOR APPROVAL

If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior

to subcontracting any work. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of Work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD. Subcontractors do not include CONTRACTOR's suppliers, or subcontractors that fall under CONTRACTOR's work force.

36. ENTIRE CONTRACT

This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to SCAQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

37. AUTHORITY

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

DAIMLER TRUCKS NORTH AMERICA LLC

By: WMA Burke
Dr. William A. Burke, Chairman, Governing Board

By: Roger M. Nielsen
Name: ROGER M. NIELSEN
Title: PRESIDENT/CEO

Date: 12/18/18

Date: 12/17/2018

ATTEST:
Denise Garzaro, Clerk of the Board

By: Denise Garzaro

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By: Bayron T. Gilchrist

#EPA Standard Boilerplate, POLB, POLA Revised: May 9, 2018, November 28, 2018, December 7, 2018, December 14, 2018

**ATTACHMENT 1
STATEMENT OF WORK FOR
DAIMLER TRUCKS NORTH AMERICA LLC**

ZERO EMISSION TRUCKS AND EV INFRASTRUCTURE PROJECT

SCAQMD is committed to achieving healthful air in the South Coast Air Basin (Basin) and all areas within SCAQMD's jurisdiction. Demonstration and commercialization projects will be crucial to help deploy and reduce costs for zero emission technologies. A key element of the implementation strategy is to engage original equipment manufacturers (OEMs) in the development and demonstration of zero emission technologies. CONTRACTOR, the world's leader in heavy-duty truck sales, proposes to implement the Zero Emission Trucks and EV Infrastructure Project.

CONTRACTOR will develop battery-electric heavy-duty trucks and demonstrate them in real-world commercial fleet operations in and around environmental justice communities for a period of two years within SCAQMD's jurisdiction. CONTRACTOR will gather data and information from the end-users including performance under specific duty-cycle applications during the demonstration. CONTRACTOR will utilize the data and information to move toward the commercial production and sales phase. CONTRACTOR will supply five Class 6 trucks with a gross vehicle weight rating (GVWR) up to 26,000 pounds and fifteen Class 8 trucks with a GVWR up to 80,000 pounds, including associated EV charging infrastructure. Fleet partners will be identified and the trucks integrated into a range of services and applications to gather operational data to improve each charging and utilization scheme, with seven of the Class 8 trucks to be used in port drayage operations, supporting the goods movement industry.

The drivetrain of the Class 6 electric trucks is capable of delivering over 220 horsepower, and the design allows for a burdened load with GVWR up to 26,000 pounds. Each charge of the battery can give operators 150-200 miles of service range, and the medium-duty design comes with a 4x2 axle configuration with a day cab of 106 inches. The batteries that come equipped with the Class 6 truck design will have a capacity of 225-300 kilowatt hours (kWh). The truck is capable of being charged with a Combined Charging Standard Type 1 (CCS T1).

The Class 8 truck model will be designed to have a range of 150-200 miles between charging. The electric drivetrain is capable of delivering over 455 horsepower and is designed to meet the needs and specifications of transportation of a GVWR of up to 80,000 pounds. The vehicles will have a 6x4 axle configuration with a 116-inch day cab, and the battery system will provide 400-600 kWh of usable power. The Class 8 vehicles will also use the CCS T1 charging systems.

CONTRACTOR will install DC fast charger stalls at four fleet locations providing an adequate number of chargers to support their fleet of 20 trucks. Each fast charger will be equipped with an SAE J1772 Combo (CCS T1) interface and will be capable of charging at up to 160 kW. The chargers will also be connected remotely for troubleshooting, management and data collection. Select DC fast chargers will be paired with multiple battery energy storage systems (ESS) to optimize utility costs and reduce infrastructure enhancements required to support the chargers. CONTRACTOR will deploy the battery-based ESS paired with select

high power vehicle chargers. The proposed chargers will allow an 80% state of charge for the Class 6 trucks in two hours and the Class 8 trucks in three hours.

CONTRACTOR shall perform the following tasks under this Contract:

Task 1 – Vehicle Development

CONTRACTOR shall finalize the vehicle specifications and designs, and then complete the system integration process. CONTRACTOR will complete the Energy Management and Drive Cycle Optimization and procure and install data logger equipment on the vehicles. CONTRACTOR shall begin vehicle assembly and testing task. CONTRACTOR will execute the vehicle shakedown at the end of the assembly process to identify and resolve problems prior to delivery of the vehicles.

Task 1.1. Finalize Specifications and Design

CONTRACTOR shall coordinate with customers, vendors, subcontractors and innovation team to finalize the vehicle specifications and designs. CONTRACTOR shall perform internal quality control checks to ensure safety, operability and commercial application of the designed vehicles meets standards.

Task 1.2. System Integration

CONTRACTOR shall work with vendors, subcontractors and innovation team to complete the system integration process based on the finalized specifications and design from Task 1.1.

Task 1.3. Energy Management and Drive Cycle Optimization

CONTRACTOR shall work with vendors, subcontractors and innovation team to complete the Energy Management and Drive Cycle Optimization based on the finalized specifications and design from Task 1.1.

Task 1.4. Procure and Install Data Logger Equipment on Vehicles

CONTRACTOR shall procure data logger equipment and work with vendors, subcontractors and innovation team to install data logger equipment on the vehicles. Installation and equipment testing will be performed to vendor specifications. CONTRACTOR shall ensure that data is easily accessible and in a format that is compatible with the design team's requirements.

Task 1.5. Vehicle Assembly and Testing

CONTRACTOR shall begin vehicle assembly after the completion of Tasks 1.1 through 1.3. Vehicle assembly will be thoroughly documented and executed in concert with vendor and subcontractor specialists where necessary. Following assembly, a series of in-lab tests will be performed in preparation for final on-road testing.

Task 1.6. Vehicle Shakedown and Delivery

CONTRACTOR shall execute the vehicle shakedown at the end of the assembly process. CONTRACTOR will iteratively identify and resolve problems until the vehicles are confirmed as being built to specification and meeting all safety, operability and commercial identified in Task 1.1.

Deliverables: Finalized Vehicle Designs and Specifications, Delivery of all vehicles to fleet partners

Task 2 – Targeted Outreach and Education

CONTRACTOR, shall work with partners to engage the customer base and potential customer pool with public-facing project details and present the operational characteristics of EVs. As a part of the targeted outreach, CONTRACTOR shall research customer and demographic information. Following the information gathering phase, CONTRACTOR will coordinate with pre-qualified fleets to gather participation in the pilot program. Once that is established, CONTRACTOR will train a team of local operations, maintenance, sales, and rental representatives, and CONTRACTOR will train a team of fleet maintenance and driver personnel. As the last piece of outreach, CONTRACTOR, will hold open houses showcasing the heavy-duty electric truck technology at fleet partners locations.

Task 2.1. Public-facing Project Details with Operational Characteristics of EVs

CONTRACTOR, shall work with partners to engage the fleet customer base and potential fleet customer pool with public-facing project details and present the operational characteristics of EVs. CONTRACTOR shall develop materials that identify the vehicle specifications, operational requirements, electric vehicle supply equipment (EVSE) needs, performance targets and environmental characteristics.

Task 2.2. Customer and Demographic Research

CONTRACTOR shall use existing databases of fleet customers and targeted fleet customers including geographic and operational data. CONTRACTOR will cross-check fleet data to identified operational characteristics necessary for successful battery-electric heavy-duty trucks deployment to pre-qualify fleets.

Task 2.3. Coordination with Pre-Qualified Fleets on Participation in Pilot Program

CONTRACTOR shall use the list of pre-qualified fleets identified in Task 2.2 and the public facing documents developed in Task 2.1 to educate potential candidates about the opportunity to participate in the pilot program. Additional objective information regarding fleet operations will be recorded in addition to the fleet's subjective opinions regarding battery-electric heavy-duty trucks and specifically regarding recruitment to the pilot program.

Task 2.4. Training of Local Rental Representatives

CONTRACTOR shall work with vendors, subcontractors and fleets to train a team of local operations, sales, and rental representatives. The training will include safety, operations, charging, and sustainability elements of the battery-electric heavy-duty trucks.

Task 2.5. Training of Fleet Maintenance and Driver Personnel

CONTRACTOR shall work with vendors, subcontractors and fleets to train a team of fleet maintenance and driver personnel. The training will include safety, operations, charging, and sustainability elements of the battery-electric heavy-duty trucks. The training will also include protocols for documenting vehicle maintenance and performance as required under the terms of grant agreement.

Task 2.6. Open-Houses at Penske and NFI Fleet Partners Locations

CONTRACTOR shall work with vendors, subcontractors and fleets to hold open houses showcasing the heavy-duty electric truck technology. The product launch events will be held at fleet partner's locations and use the messaging and materials developed under Task 1.1.

Deliverables: Coordination with Pre-Qualified Fleets on Participation in Pilot Program, Training of Local Rental Representatives, Training of Fleet Maintenance and Driver Personnel, Open-Houses at Fleet Operators Locations

Task 3 – Equipment Procurement and EVSE Installation:

CONTRACTOR will coordinate with all relevant Electric Utilities and Authorities Having Jurisdictions (AHJ) to accommodate the EVSE. Once this has been established, CONTRACTOR will procure and install the ESS, install the EVSE and test it with integration with the ESS. CONTRACTOR will procure diagnostic equipment and procure special tooling and create a parts inventory.

Task 3.1. Procurement of EV Charging Supply Equipment and Installation

CONTRACTOR shall procure and install EVSE that is specifically designed to accommodate battery-electric heavy-duty trucks.

Task 3.2. Coordination with Electric Utilities and AHJ re: EVSE

CONTRACTOR shall coordinate with all relevant Electric Utilities to identify electrical upgrade requirements, submit package requesting service, facilitate questions during technical review and negotiate final grid connection agreement. CONTRACTOR shall further coordinate with all relevant AHJ to determine permit requirement, fees and plan check times. CONTRACTOR will submit electrical, mechanical or other permits as determined necessary and work with AHJs to respond to questions or participate in meetings during the review and approval period.

Task 3.3. Procure and install ESS

CONTRACTOR shall procure and install ESS and accompanying software to optimize utility costs and minimize electrical infrastructure enhancements that would otherwise be required to support the EVSE. Following installation of the ESS, CONTRACTOR will confirm the proper integration of the storage system to the EVSE. CONTRACTOR will also perform an acceptance test that includes EVSE and ESS interoperability prior to commissioning.

Task 3.4. Procure Diagnostic Equipment

CONTRACTOR shall procure diagnostic equipment specific to the operations, maintenance and repair of the EVSE and ESS. CONTRACTOR will require operating manuals and training as a deliverable with the diagnostic equipment.

Task 3.5. Procure Special Tooling and Parts Inventory

CONTRACTOR shall procure special tooling and create a parts inventory specific to the operations, maintenance and repair of the EVSE and ESS. CONTRACTOR shall ensure, at minimum, that all spares, tooling and consumables recommended by the equipment manuals are stocked.

Deliverables: Purchase Order (PO) for Procurement of Electric Vehicle Charging Supply Equipment and ESS; commissioning report for installation of EVSE and ESS including integration of the systems

Task 4 – Pilot Demonstration

CONTRACTOR shall first establish baseline operations with each fleet through a preliminary survey. CONTRACTOR shall deploy the heavy-duty electric trucks to the appropriate logistics, lease, and rental operations. Once underway, CONTRACTOR, and fleets will monitor and track the performance of all heavy-duty electric truck operations, and CONTRACTOR shall provide any necessary maintenance and repairs on trucks and EVSE. Through monitoring and data collection, CONTRACTOR will validate drivability and performance of the heavy-duty electric trucks in environmental extremes. CONTRACTOR will verify the product performance with each customer. CONTRACTOR will repeat the process with each customer for continued validation. The Pilot Demonstration shall last for two years.

Task 4.1. Pre-Survey Each Fleet to Establish Baseline Operations

CONTRACTOR shall establish baseline operations with each fleet through a preliminary survey of fleet composition, operational characteristics, and current level of understanding and attitudes towards heavy-duty electric trucks.

Task 4.2. Deploy EVs to Logistics, Lease, and Rental Operations

CONTRACTOR shall deploy the heavy-duty electric trucks to the appropriate logistics, lease, and rental operations. CONTRACTOR shall ensure that personnel receive training as detailed in Tasks 2.4 and 2.5. CONTRACTOR shall document deployments and ensure all necessary support materials and equipment is onsite.

Task 4.3. Monitor and Track Performance of Electric Truck Operations

CONTRACTOR and fleets shall monitor and track the performance of all heavy-duty electric truck operations. CONTRACTOR shall perform ongoing performance surveys regarding power and handling of the vehicles as well as state of charge and energy dispensed during charging events.

Task 4.4. Maintenance and Repairs on Trucks and EVSE

CONTRACTOR shall provide any necessary maintenance and repairs on trucks and EVSE. CONTRACTOR shall perform preventative maintenance and inspections on the vehicles with particular attention to the electrical components. CONTRACTOR shall actively review performance surveys and respond to issue reports received from electric truck operators for either the vehicles or infrastructure.

Task 4.5. Validation of Drivability and of Performance at Environmental Extremes

CONTRACTOR shall validate drivability and performance of the heavy-duty electric trucks in environmental extremes. CONTRACTOR shall perform performance surveys similar to Task 4.3, but specifically in areas with high altitude, extreme heat, extreme cold, salt spray and/or humidity (condensing/noncondensing).

Task 4.6. Customer Verification of Product Performance

CONTRACTOR shall use the performance surveys and maintenance records to verify the product performance with each customer. CONTRACTOR shall repeat the process with each customer for continued validation.

Deliverable: Pre-Survey Each Fleet to Establish Baseline Operations, Deploy EVs to Logistics, Lease, and Rental Operations, Validation of Drivability and of Performance at Environmental Extremes, Customer Verification of Product Performance

Task 5 – Market Readiness Acceleration

CONTRACTOR shall address any problems and concerns that may impede market readiness with resolution support. CONTRACTOR will report on the demonstration of durability and operational reliability compared to the diesel baseline models, and certify the vehicles to applicable U.S. Department of Transportation (USDOT), U.S. Environmental Protection Agency (EPA) and California Air Resources Board (CARB) certification requirements. CONTRACTOR shall analyze and report on any operational impacts and benefits of EVs. CONTRACTOR shall develop the business case of the return on investment of the heavy-duty electric truck technologies and generate a marketing and industrialization plan.

Task 5.1. Resolution Support for Market-Readiness

CONTRACTOR shall address any problems and concerns identified in Task 4 that may impede market readiness. Issues that can be resolved in the field will be performed locally to increase use of the pilot vehicles. Issues identified by CONTRACTOR as requiring significant redesign may be addressed in the final industrialization plan detailed in 5.6.

Task 5.2. Durability and Operational Reliability Compared to Diesel Baseline

CONTRACTOR shall use information gathered in Tasks 4.1, 4.3 and 4.4 as well as information secured during resolution support to report on the demonstration of durability and operational reliability compared to the diesel baseline models.

Task 5.3. EPA and CARB Certification

CONTRACTOR shall secure all necessary permissions from the USDOT, EPA and CARB to deploy the initial pilot demonstration vehicles. CONTRACTOR shall further certify the final commercial vehicles to applicable USDOT, EPA and CARB certification requirements.

Task 5.4. Analysis of Operational Impact and Benefits of EVs

CONTRACTOR shall use information gathered in Tasks 4.1, 4.3 and 4.4 as well as information secured during resolution support to analyze and report on any operational impacts and benefits of EVs.

Task 5.5. Business Case of Return on Investment

CONTRACTOR shall use information gathered in Tasks 4.1, 4.3 and 4.4 as well as information secured during resolution support to develop the business case for the return on investment of the heavy-duty electric truck technologies. Wider industry trends including EVSE availability and functionality, credits, special use rates, grant incentives, HOV lane access and shipper demands may also be considered in developing the business case.

Task 5.6. Marketing and Industrialization Plan

CONTRACTOR shall generate a marketing and industrialization plan that includes consideration of feedback from the participants in the pilot program and the result of all prior tasks.

Deliverables: Demonstration of Durability and Operational Reliability Compared to Diesel Baseline, EPA and CARB Certification, Analysis of EV Operational Impact and Benefits, Business Case of Return on Investment, Marketing and Industrialization Plan

Task 6 – Project Reporting

Task 6.1. Project Kickoff Meeting

CONTRACTOR shall coordinate a Project Kickoff Meeting with SCAQMD Project Officer. The administrative and technical aspect of this Contract will be discussed at the meeting.

Task 6.2. Monthly and Quarterly Reporting

CONTRACTOR shall host a monthly call with SCAQMD Project Officer to report on project activity for each month. CONTRACTOR shall provide all necessary data and information for quarterly reports as defined in the Deliverable section of this Contract.

Task 6.3. Annual Reporting

CONTRACTOR shall provide an annual certification as required per the Violation of Labor Laws provision in the Contract.

Task 6.4. Final Reporting

CONTRACTOR shall provide all necessary data and information for draft final report as defined in the Deliverable section of this Contract. CONTRACTOR shall provide all necessary data and information for final project report and two page synopsis as defined in the Deliverable section of this Contract.

Deliverable: Project Kickoff Meeting, Monthly Updates, Quarterly reports, draft of final project report, two page synopsis and final report

DELIVERABLES, INCLUDING REPORTING & FORMATTING REQUIREMENTS

In addition to the deliverables set forth in the above-referenced statement of work, CONTRACTOR shall supply the following reports to the SCAQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink (in color ink only when necessary), double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. CONTRACTOR shall submit two stapled copies of each quarterly progress report due by the 10th day of each month following the reporting period. CONTRACTOR shall submit one copy of each progress report to SCAQMD's Project Officer, and one copy to SCAQMD's Contract Administrator-Technology Advancement, in conjunction with the invoice for the same period. Each progress report shall include, but not be limited to, the following:
 - a. Reference to SCAQMD Contract number and title of project.
 - b. Reporting time period (months, year).
 - c. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities.
 - d. Color photographs in a digital format, such as .ppt, .tif, .jpg on a CD or sent electronically, of
 - e. Discussion of work planned for the next reporting period.
 - f. Discussion of project status with respect to time schedule and steps being taken to resolve any delays.
 - g. Discussion of cost status with respect to budget status and work completed to date, costs to date, explanation of any overruns, and steps being taken to bring costs back into line.
 - h. Problems - a discussion of significant technical and logistics problems with the vehicles and infrastructure encountered during the reporting period and how they were resolved.
 - i. Vehicle and infrastructure data to include vehicle miles traveled, energy dispensed, cost of energy and vehicle range. Data should be reported on a vehicle and charger basis. Discussion of the types of duty cycles traveled, loads carried and vehicle performance. Also, a document detailing each vehicle and each charging station deployment including location, class of vehicle, type of charging equipment and output, energy storage and size..

2. CONTRACTOR shall submit three stapled copies of a draft final report for review, comment, and approval shall be submitted no later than the date specified in the Completion Timeline in Attachment 2 included as part of this Contract. CONTRACTOR shall submit two copies of the draft final report to SCAQMD's Project Officer and one copy to SCAQMD's Contract Administrator-Technology Advancement. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to SCAQMD in a separate report in which the trade secret information is specifically identified. SCAQMD agrees to treat such trade secret information in accordance with its Public Records Act guidelines relating to

trade secret information. SCAQMD shall complete its review of the draft final report within four weeks of its receipt from CONTRACTOR. The draft final report shall include, but not be limited to, the following:

- a. Reference to SCAQMD Contract number and title of project.
 - b. Project background and objectives.
 - c. An executive summary up to three pages in length to include a short, definitive statement of the problem/project; objective of the project, including emission control objectives or goals and reference to SCAQMD Rules if applicable; subject of the project including the technology demonstration site, participants, dates, etc.; conclusions (potential emissions impact, cost implications, and other factors); recommendations (design changes/optimization, other applications of the technology, and commercialization paths); and acknowledgment of all project sponsors.
 - d. A detailed description of the scope of work.
 - e. Findings or results of each task.
 - f. Detailed discussion of the market readiness and commercialization prospects of the vehicles demonstrated in the project.
 - g. Summary of infrastructure testing and operational data and analyses including, but not limited, energy efficiency, energy storage, utility demand charges avoided and avoided costs for implementation.
 - h. An analysis of pilot demonstration and customer acceptance of the technology to include customer feedback and comparisons to diesel and/or CNG experience. Discussion of the Targeted Outreach and Education efforts and the results of those efforts.
 - i. Color photographs in a digital format, such as .ppt, .tif, .jpg on a CD or sent electronically, of vehicles, deployment sites and EV Infrastructure.
 - j. Results - a discussion of the expected project results versus what was actually achieved.
 - k. Costs - a comparison and discussion of expected versus actual SCAQMD Contract costs.
 - l. Problems - a discussion of significant problems encountered during the Contract and how they were resolved.
 - m. Vehicle and infrastructure data to include total vehicle miles traveled, energy dispensed, cost of energy and vehicle range. Data should be reported on a vehicle and charger basis. Also discussion of the types of duty cycles traveled, loads carried and vehicle performance.
 - n. Recommendations.
3. CONTRACTOR shall submit three stapled originals of the final report, incorporating SCAQMD's comments, no later than the date specified in the Completion Timeline in Attachment 2 included as part of this Contract. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to SCAQMD in a separate report in which the trade secret information is specifically identified. SCAQMD agrees to treat trade secret information in accordance with its Public Records Act guidelines relating to trade secret information.

4. **CONTRACTOR shall submit a 2-page project synopsis, along with the final report. Attachment 3 to this Contract provides the format and content to be used for this synopsis. In addition to a hard copy, CONTRACTOR shall provide the synopsis in an electronic version, using Microsoft WORD. All color photographs and images shall be embedded within the synopsis AND provided separately in digital format, such as .ppt, .tif. or .jpg, on a CD or sent electronically.**

**ATTACHMENT 2
PAYMENT SCHEDULE FOR
DAIMLER TRUCKS NORTH AMERICA LLC**

ZERO EMISSION TRUCKS AND EV INFRASTRUCTURE PROJECT

Total cost of this Contract is \$15,670,072 and \$13,170,072 will be provided by SCAQMD, US-EPA Region 9 will provide \$500,000, Port of Los Angeles will provide \$1,000,000 and Port of Long Beach will provide \$1,000,000. The total project cost is estimated to be \$31,340,144. CONTRACTOR shall provide the remaining \$15,670,072 as in-kind cost share. CONTRACTOR's cost share must be documented and submitted on Tasks where cost share is required.

CONTRACTOR shall be paid \$15,670,072 through milestone payments in accordance with the schedule below. All invoices shall include documentation of completed tasks, deliverables and cost-share upon the completion of the tasks identified below. Payment may be delayed if supporting documentation of progress is insufficiently documented.

~~CONTRACTOR shall not perform work on Tasks funded by POLA or POLB ports until approval of funding by the Ports is received from SCAQMD.~~

TASKS	SCAQMD	EPA	POLA	POLB	CONTRACTOR (Cost Share)	Completion (Timeline)
Task 1	\$8,271,098	\$500,000			\$8,771,098	Q2 2019
Task 2.1			\$161,337		\$161,337	Q4 2018
Task 2.2			\$161,337		\$161,337	Q4 2018
Task 2.3	\$150,678		\$10,659		\$161,337	Q4 2020
Task 2.4				\$161,337	\$161,337	Q1 2019
Task 2.5				\$161,337	\$161,337	Q1 2019
Task 2.6				\$161,337	\$161,337	Q1 2020
Task 3	\$3,758,382				\$3,758,382	Q2 2019
Task 4.1			\$224,183		\$224,183	Q4 2018
Task 4.2	\$115,033		\$109,150		\$224,183	Q4 2020
Task 4.3				\$224,183	\$224,183	Q4 2020
Task 4.4				\$224,183	\$224,183	Q4 2020
Task 4.5	\$156,560			\$67,623	\$224,183	Q4 2019
Task 4.6	\$224,183				\$224,183	Q4 2020
Task 5.1			\$65,313		\$65,313	Q4 2020
Task 5.2			\$65,313		\$65,313	Q4 2020
Task 5.3			\$65,313		\$65,313	Q4 2020
Task 5.4			\$65,313		\$65,313	Q1 2021
Task 5.5			\$65,313		\$65,313	Q1 2021
Task 5.6	\$58,544		\$6,769		\$65,313	Q1 2021
Task 6.2 (Paid Quarterly – 11 Payments)	\$33,660 (Total \$370,260)				\$33,660 (Total \$370,260)	Q1 2019 to Q3 2021

Task 6.3	\$65,334				\$65,334	Q3 2021
TOTAL	\$13,170,072	\$500,000	\$1,000,000	\$1,000,000	\$15,670,072	

SCAQMD Contract #

Date of Publication (as month year)

Project Title

Contractor

Prime contractor and significant subcontractors.

Cosponsors

List cosponsors from highest contributor to lowest.

Project Officer

SCAQMD project manager name.

Background

This section is a brief introduction describing the need for the technology and/or clean fuel, as defined by rules and regulations / mandates of SCAQMD, ARB, EPA, DOE, etc. If applicable, describe other relevant factors, such as economic issues, energy savings, etc.

Project Objective

This section should briefly describe the project objectives as originally stated in the Board (or EO) letter. If the objective evolved significantly during the contracting procedure, it should be noted how and why.

Technology Description

This section describes the general principles of operation and emissions control approach of the technology and/or clean fuel involved in the project.

If applicable, discuss how the principle of operation differs from other, currently available equipment. This includes describing what the "advancement" actually is over currently available technologies.

Status

This section describes the status or progress of the project. If the project was completed, provide the date of completion and note that the final report is on file with complete technical details of the project. Describe major project events, such as

the development / testing / delivery of hardware (if applicable). If the project was terminated or ended prematurely you still need to file this report. Regardless of how it ended, per SB 199 you must describe any unanticipated problems that were encountered during the project, and how they were (or were not) resolved. If "fatal" problems were encountered, this section will be the heart of the report, since it would be unlikely that major benefits or emissions reductions were realized in a terminated project.

Picture of technology that has been supported with SCAQMD/Technology Advancement cosponsorship, if applicable. The picture, preferably a photograph, should clearly illustrate the technology. The size of the image should be about 3x3 to fit this two column format. The picture of the technology should be positioned on the front page

Results

This section summarizes all available emissions results and key performance characteristics. Performance is meant in the broadest terms, including (as applicable) emissions, energy efficiency, operation and maintenance requirements, overall environmental impacts, and performance tradeoffs. The primary emphasis of this section is the presentation of project data.

Performance results should be summarized using clear, graphical depictions whenever possible:

Graph or table summarizing key performance characteristics. Graphs are preferred over tables when possible. Graphical data presented should show the most representative data of the project's/technology's performance. One graph would be preferred, but no more than two data presentations in this document.

Measured performance is to be compared with the objectives/goals set for the project. Comparisons should focus on targeted emissions reductions and/or other key performance goals (e.g. range for electric vehicles).

There should also be a brief discussion of performance tradeoffs. That is, did achieving one performance characteristic goal, such as emissions, compromise another performance characteristic, such as efficiency.

Benefits

This section crystallizes the above-noted performance characteristics into project benefits, e.g., reduced emissions, increased efficiency, reduced global warming gases, or other environmental benefits. The potential emissions inventory impact of this technology applied in the South Coast Air Basin must be estimated based on performance results of this project and some estimate of market penetration (concisely state assumptions).

It clearly describes how those actual benefits compare with the benefits that were anticipated at the project's start. Be as detailed as possible, including discussion of overall environmental impacts and benefits. Address the question of whether the technology may reduce an air pollutant while improving (or worsening) problems with water pollution, solid waste, global warming, toxic emissions, etc.

Project Costs

This brief section describes the actual costs of the program (SCAQMD's funding contribution as well as the overall cost sharing) and how they compare with the originally projected costs of the project as stated in the Board (or EO) letter. Cost information can be presented graphically, in a table, or in paragraph form. This section does not address cost effectiveness or cost of commercialization.

Commercialization and Applications

This section describes the anticipated or potential applications of the demonstrated technology and/or clean fuel. If applicable, discuss follow on projects to further improve the technology. If available or applicable, discuss expected costs of control and cost-effectiveness in the context of currently available technologies. Cost data should be noted as estimates or projections, especially since TA projects are often "first of a kind."

Prospects for commercialization should include a discussion of the potential size of the target or

primary market, and if there is another market segment or application that could use the technology. Discussion of the commercial status of the technology should address questions such as: (1) how close to a commercial product is it; (2) what work remains to bring it to market; (3) when could it be made commercially available and competitive; and (4) what barriers remain before the technology can be commercialized.

ATTACHMENT 4

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

CONTRACTOR certifies to the best of their knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Roger Nielsen, President & CEO Daimler Trucks North America

Typed Name & Title of Authorized Representative

Roger M. Nielsen 12/17/2018

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT 5

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

CONTRACTOR certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, 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.
- (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, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions with a copy also submitted to SCAQMD.
- (3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

CONTRACTOR is unable to certify to the above statements. Attached is a completed Standard Form LLL "Disclosure of Lobbying Activities."

DAIMLER TRUCKS NORTH AMERICA LLC

Roger Nielsen, President & CEO Daimler Trucks North America

Typed Name & Title of Authorized Representative

Roger M. Nielsen 12/17/2018

Signature of Authorized Representative Date

ATTACHMENT 6

Subrecipient and Federal Award Information as Required by 2 CFR 200.331

Contract C19190

Subrecipient Information:

Subrecipient name	Daimler Trucks North America, LLC
Subrecipient's DUNS Number	009029687
Subaward Period of Performance Start and End Date	Date of execution through 9/30/2019

Federal Award Information:

Federal Awarding Agency	U.S. EPA
Pass-through Entity	SCAQMD
Federal Award Identification Number (FAIN)	A-00909418
Federal Award Date	9/25/2018
CFDA Number and Name	00.001 Air Pollution Control Program Comment
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$500,000
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$500,000
Total Amount of the Federal Award to the pass-through entity	\$5,691,205
Federal award project description	Develop heavy-duty electric trucks with EV infrastructure
Is this an R&D award	Yes
Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	0.000%

EXHIBIT B

TASKS		SCAQMD	EPA	POLA	POLB	CONTRACT OR (Cost Share)	Completion (Timeline)
Task 1	Vehicle Development	\$7,771,098	\$1,000,000			\$8,771,098	Q2 2019
Task 2	Targeted Outreach & Education						
Task 2.1				\$161,337		\$161,337	Q4 2018
Task 2.2				\$161,337		\$161,337	Q4 2018
Task 2.3		\$150,678		\$10,659		\$161,337	Q4 2020
Task 2.4					\$161,337	\$161,337	Q1 2019
Task 2.5					\$161,337	\$161,337	Q1 2019
Task 2.6					\$161,337	\$161,337	Q1 2020
Task 3	Equip. Procurement / EVSE Install	\$3,758,382				\$3,758,382	Q2 2019
Task 4	Pilot Demonstration						
Task 4.1				\$224,183		\$224,183	Q4 2018
Task 4.2		\$115,033		\$109,150		\$224,183	Q4 2020
Task 4.3					\$224,183	\$224,183	Q4 2020
Task 4.4					\$224,183	\$224,183	Q4 2020
Task 4.5		\$156,560			\$67,623	\$224,183	Q4 2019
Task 4.6		\$224,183				\$224,183	Q4 2020
Task 5	Market Readiness Acceleration						
Task 5.1				\$65,313		\$65,313	Q4 2020
Task 5.2				\$65,313		\$65,313	Q4 2020
Task 5.3				\$65,313		\$65,313	Q4 2020
Task 5.4				\$65,313		\$65,313	Q1 2021
Task 5.5				\$65,313		\$65,313	Q1 2021
Task 5.6		\$58,544		\$6,769		\$65,313	Q1 2021
Task 6	Project Reporting						
Task 6.2 (Paid Quarterly – 11 Payments)		\$33,660 (Total \$370,260)				\$33,660 (Total \$370,260)	Q1 2019 to Q3 2021
Task 6.3		\$65,334				\$65,334	Q3 2021
TOTAL		\$12,670,072	\$1,000,000	\$1,000,000	\$1,000,000	\$15,670,072	