

GRANT/LOAN AMENDMENT

CEC-140 (Revised 9/11)



Check here if additional pages are attached. 4 Pages

AGREEMENT NUMBER: ARV-15-069	AMENDMENT NUMBER: 02
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- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
State Energy Resources Conservation and Development Commission
RECIPIENT'S NAME
City of Los Angeles Harbor Department
- The term of this Agreement: From: 06/30/2016 To: 10/29/2021
- The maximum amount of this Agreement after this amendment is: \$ 5,833,000 (\$0 Amendment)
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to provide a six month no-cost term extension and add Exhibit E, Special Terms and Conditions. Agreement ARV-15-069, approved by the Energy Commission on June 14, 2016 is amended as follows:

- Exhibit A-1, Schedule of Products and Due Dates is attached and replaces the previous Exhibit A-1, Schedule of Products and Due Dates in its entirety.
- Exhibit E, Special Terms and Conditions are attached.

APPROVED AS TO FORM AND LEGALITY
March 14 2021
MICHAEL N. FEUER, City Attorney
By [Signature]
S.R. Assistant City Attorney
Janna Felley

RECIPIENT

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc)
City of Los Angeles Harbor Department
BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____
NAME AND TITLE OF PERSON SIGNING _____

ADDRESS
**425 S. Palos Verdes Street
San Pedro, CA 90731**

STATE OF CALIFORNIA

AGENCY NAME
State Energy Resources Conservation and Development Commission
BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____
NAME AND TITLE OF PERSON SIGNING _____

Adrienne Winuk, Contracts, Grants, and Loans Office Manager
ADDRESS
**1516 Ninth Street, MS-18
Sacramento, CA 95814-5512**

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1	Administration		4/30/2021 <u>10/29/2021</u>
1.1	Attend Kick-off Meeting	Updated Schedule of Products	1/31/2017
		Updated List of Match Funds	1/31/2017
		Updated List of Permits	1/31/2017
		Kick-Off Meeting Agenda (CEC)	1/31/2017
1.2	Critical Project Review Meetings		
	1st CPR Meeting	Agenda and List of Expected Participants (ITS Only)	8/24/2017
		Schedule for Written Determination	8/24/2017
		CPR Report(s)	9/22/2017
		Written determination (CEC)	9/22/2017
	2nd CPR Meeting	ITS)	3/4/2019
		Schedule for Written Determination	3/6/2019
		CPR Report(s)	3/4/2019
		Written determination (CEC)	3/15/2019
1.3	Final Meeting	Written documentation of meeting agreements	2/15/2021 <u>8/30/2021</u>
		Schedule for completing closeout activities	2/15/2021 <u>8/30/2021</u>
1.4	Monthly Progress Reports	Monthly Progress Reports	The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report	Final Outline of the Final Report	10/2/2020 <u>10/30/2020</u>
		Draft Final Report (no less than 60 days before the end term of the agreement)	12/31/2020 <u>6/30/2021</u>
		Final Report	2/15/2021 <u>9/30/2021</u>
1.6	Identify and Obtain Match Funds	A letter regarding match funds or stating that no match funds are provided	2/6/2017
		Copy(ies) of each match fund commitment letter(s) (if applicable)	2/6/2017
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1.7	Identify and Obtain Required Permits	Letter documenting the permits or stating that no permits are required	12/29/2017
		A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
		Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
		Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
		A copy of each final approved permit (if applicable)	Within 10 days of change in schedule for obtaining permits
1.8	Obtain and Execute Subcontracts	Letter describing the subcontracts needed, or stating that no subcontracts are required	7/3/2017
		Draft subcontracts	15 days prior to the scheduled execution date
		Final subcontracts	Within 10 days of execution
2.1	DESIGN, BUILD, AND COMMISSION 20 LNG YARD TRACTORS	Commissioning	9/2/2019
			9/2/2019
		Truck Summary Report with Photographs	<u>2/15/2021</u>
2.2	DESIGN, BUILD, AND COMMISSION 5 BYD YARD TRACTORS		9/2/2019
		Charging infrastructure operational	<u>2/28/2020</u>
			9/2/2019
		Commissioning	<u>3/2/2020</u>
			9/2/2019
	Truck Summary Report with Photographs	<u>5/2/2021</u>	
3	PLAN, DESIGN, INTEGRATE, AND COMMISSION ITS		
3.1		GeoStamp Module Planning, Design, and Integration	4/27/2018
3.2		ECO-Drive Planning, Design, and Development	4/29/2019
3.3		FRATIS Module Planning, Design, and Integration	3/15/2019
4.1	DEMONSTRATION, DATA COLLECTION, AND ANALYSIS (20 LNG YTs)		10/2/2020
		Data collection information and analysis will be provided in the final report (Task 1.5)	<u>10/31/2020</u>
4.2	DEMONSTRATION, DATA COLLECTION, AND ANALYSIS (5 BYD YTs)		10/2/2020
		Data collection information and analysis will be provided in the final report (Task 1.5)	<u>4/1/2021</u>
4.3	DEMONSTRATION, DATA COLLECTION, AND ANALYSIS (ITS)		10/2/2020
		Data collection information and analysis will be provided in the final report (Task 1.5)	<u>4/30/2021</u>

Exhibit E Special Terms and Conditions

1. Tasks

- a. The Recipient agrees to complete all tasks described in Exhibit A, Scope of Work, by October 29, 2021, including but not limited to:
 - i. Complete twelve (12) months of data collection on the BYD battery-electric yard tractors by April 1, 2021.
 - ii. Provide the Truck Summary Report (Exhibit A, Scope of Work, Task 2) with photographs by May 2, 2021.
 - iii. Provide monthly progress reports throughout the Agreement term.
 - iv. Submit all project deliverables per the Exhibit A-1 Schedule of Products and Due Dates.
 - v. Fulfill the match share requirements of this Agreement by April 15, 2021.

- b. The CEC retains all rights and remedies should the Recipient fail to complete all tasks described in Exhibit A, Scope of Work, or otherwise fail to satisfy all terms and conditions of this Agreement.

2. The Recipient agrees to submit the Draft Final Report by June 30, 2021 and the Final Report by September 30, 2021.

3. Reimbursement Deadline

- a. The CEC has legal restrictions on how long the funds encumbered in this Agreement are available to spend under this Agreement. Recipient acknowledges that the funding under this Agreement liquidates (i.e., is no longer available for disbursement from the CEC) on June 30, 2021.

- b. The Recipient agrees that all CEC-reimbursable expenditures must be incurred on or before March 31, 2021, even though the end date of the Agreement extends beyond this date. Expenditures incurred after March 31, 2021 will not be reimbursed by the CEC, but may count towards the Recipient's match fund commitment if incurred prior to the end date of this Agreement.

- c. The Recipient agrees that all invoices (including request(s) to release retention and documentation of match share expenditures) will be properly documented and submitted to the CEC on or before April 15, 2021 in accordance with the terms and conditions of this Agreement in order to be eligible for payment. Failure to do so may result in the CEC not being able to process payment requests prior to the funding liquidation deadline. Failure by Recipient to submit invoices documented in accordance with the terms and conditions of this Agreement according to the above

Exhibit E
Special Terms and Conditions

schedule may, in addition to any other rights and remedies available to the CEC, result in payment not being issued for those invoices.

4. Liquidated Damages

- a. Due to the Recipient's delays in performing certain tasks described in Exhibit A, Scope of Work, the Recipient will be unable to perform all project work, and incur allowable expenses in relation to that work, before the June 30, 2021 liquidation date.
 - b. Recipient has asked the CEC to extend the agreement end date beyond the June 30, 2021 liquidation date to October 29, 2021, and pay all Agreement funds, including release of retention, before all project work is scheduled to be complete. Typically, the CEC withholds some or all retention until the end of the Agreement to help ensure grantees fully perform.
 - c. The Recipient acknowledges that damages are likely to result if the CEC pays all Agreement funds, including retention, to the Recipient and the Recipient does not then fully complete all tasks described in Exhibit A, Scope of Work, including but not limited to twelve (12) months of data collection, and that those damages may be difficult to prove.
 - d. Therefore, the Recipient and the CEC agree that the payment of liquidated damages in an amount equal to ten (10) percent of the total Agreement funds disbursed as of the end date of the Agreement would reasonably compensate the CEC for any actual damages sustained, and not be a penalty, if the Recipient does not fully complete all tasks described in Exhibit A, Scope of Work, and satisfy all terms and conditions of this Agreement.
 - e. Without eliminating or modifying any rights and remedies available to the CEC, the Recipient, upon CEC's written request, agrees to pay the CEC ten (10) percent of the total Agreement funds disbursed as of the end date of the Agreement, if the Recipient does not fully complete all tasks described in Exhibit A, Scope of Work, and satisfy all terms and conditions of this Agreement.
- 5. The Special Terms and Conditions contained in this Exhibit E survives the completion or termination date of this Agreement for any reason.**
- 6. In case of a conflict, the Special Terms and Conditions contained in this Exhibit E will govern over other provisions in this Agreement.**
- 7. Nothing in this Exhibit E shall be construed to eliminate or modify any rights and remedies available to the CEC.**