

**GRANT/LOAN AMENDMENT**



Check here if additional pages are attached. 4 Pages

AGREEMENT NUMBER: <b>ARV-17-049</b>	AMENDMENT NUMBER: <b>02</b>
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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: 06/15/2018 To: 06/30/2025
- The maximum amount of this Agreement after this amendment is: \$ 7,842,270 (\$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 a 15-month term extension and to update the Special Terms and Conditions. Agreement ARV-17-049, approved by the Energy Commission on August 21, 2019 and amended March 30, 2022 is amended as follows:

Exhibit A-1 – Schedule of Products and Due Dates (2 pages) is attached hereto and replaces the previously approved Exhibit A-1 – Schedule of Products and Due Dates (2 pages) in its entirety.

Exhibit D-1 – Special Terms and Conditions (2 pages) is attached hereto and replaces the previously approved Exhibit D-1 – Special Terms and Conditions (2 pages) in its entirety.

APPROVED AS TO FORM AND LEGALITY

April 19 2023  
HYDEE FELDSTEIN SOTO, City Attorney  
By [Signature]  
Deputy City Attorney

**RECIPIENT**

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc)

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

Eugene D. Seroka, Executive Director

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

Agreement Term: 6/15/2018 - 06/30/2025

Task Number	Task Name	Product(s)	Due Date
1.1	<b>Attend Kick-off Meeting</b>		
		Updated Schedule of Products	9/19/2019
		Updated List of Match Funds	9/19/2019
		Updated List of Permits	9/19/2019
		Kick-Off Meeting Agenda (CEC)	9/19/2019
1.2	<b>Critical Project Review Meetings</b>		
	1st CPR Meeting	CPR Report	3/31/2021
		Written determination (CEC)	4/7/2021
	2nd CPR Meeting	CPR Report	<u>2/1/2024</u>
Written determination (CEC)		<u>2/23/2024</u>	
1.3	<b>Final Meeting</b>		<u>6/13/2025</u>
		Written documentation of meeting agreements	<u>4/25/2025</u>
		Schedule for completing closeout activities	<u>4/25/2025</u>
1.4	<b>Monthly Progress Reports</b>		
		Monthly Progress Reports	The 10th calendar day of each month during the approved term of this Agreement
1.5	<b>Final Report</b>		
		Final Outline of the Final Report	<u>10/30/2024</u>
		Draft Final Report (no less than 60 days before the end term of the agreement)	<u>2/14/2025</u>
		Final Report	<u>4/30/2025</u>
1.6	<b>Identify and Obtain Match Funds</b>		
		A letter regarding match funds or stating that no match funds are provided	1/31/2019
		Copy(ies) of each match fund commitment letter(s) (if applicable)	1/31/2019
		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

Agreement Term: 6/15/2018 - 06/30/2025

Task Number	Task Name	Product(s)	Due Date
<b>1.7</b>	<b>Identify and Obtain Required Permits</b>	Letter documenting the permits or stating that no permits are required	1/31/2019
		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
<b>1.8</b>	<b>Obtain and Execute Subcontracts</b>	Letter describing the subcontracts needed, or stating that no subcontracts are required	12/31/2019
		Draft subcontracts	15 days prior to the scheduled execution date
		Final subcontracts	Within 10 days of execution
<b>2</b>	<b>DESIGN AND DEVELOPMENT</b>	Final equipment list	<u>12/9/2022</u>
		Executed BESS technical agreement	<u>1/31/2023</u>
		WAVE System Test Report	4/1/2022
		Copy of approved infrastructure designs	<u>1/31/2023</u>
<b>3</b>	<b>BUILD, INSTALL AND COMMISSION</b>	Task 3 Summary Report with Photographs	<u>3/29/2024</u>
<b>4</b>	<b>DEMONSTRATION, DATA COLLECTION AND ANALYSIS</b>	Data Collection Test Plan	<u>10/21/2022</u>
		Data collection information and analysis will be provided in the final report (Task 1.5)	<u>4/30/2025</u>

**Exhibit D-1**  
**Special Terms and Conditions**  
**ARV-17-049**

1. These Special Terms and Conditions shall be in addition to, and not in lieu of, the other terms and conditions to Agreement ARV-17-049, including those relating to the California Energy Commission's (CEC) right and remedies thereunder.
2. 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 Agreement ARV-17-049 liquidates (i.e., is no longer available for disbursement from the CEC) as follows:
  - \$6,362,799 liquidates on June 30, 2023
  - \$1,479,471 liquidates on June 30, 2024
3. Due to the Recipient's delays in performing certain tasks described in Exhibit A, Scope of Work, the Recipient has asked the CEC to extend the Agreement end date beyond the June 30, 2023 liquidation date when the majority of funds available under this Agreement liquidate.
4. Therefore, reimbursable expenditures shall be incurred, and invoices documenting expenditures, as well as request(s) to release retention, shall be submitted according to the following schedule and in accordance with the terms and conditions of this Agreement in order to be eligible for payment:
  - By March 31, 2023: Recipient incurs and requests reimbursement of at least \$6,362,799 in allowable and allocable expenditures under ARV-17-049.
  - By February 15, 2024: Recipient incurs and requests reimbursement for up to \$1,479,471 in allowable and allocable expenditures including release of retention under ARV-17-049.

The Recipient agrees that all CEC-reimbursable expenditures must be incurred according to the above schedule. Expenditures outside of the amounts and times indicated may 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.

The Recipient agrees that all invoices (including request(s) to release retention) will be properly documented and submitted to the CEC according to the schedule above. Failure by the Recipient to submit invoices documented in accordance with the terms and conditions of this Agreement according to the above schedule

may result in the CEC not being able to process payment requests prior to the funding liquidation deadlines and payment not being issued for those invoices.

5. The Recipient acknowledges that damages are likely to result if the CEC pays all of its Agreement funds, including retention, to the Recipient and the Recipient does not then complete its work under the Agreement, including but not limited to 12 months of data collection, and that those damages may be difficult to prove. Therefore, the Recipient and the CEC intend that the payment of Liquidated Damages equal to ten (10) percent of the CEC funding disbursed under this Agreement would reasonably compensate the CEC for its actual damages sustained, and not be a penalty. Without eliminating any of the CEC's other rights and remedies, the Recipient agrees to pay the CEC this amount if the CEC pays all of its Agreement funds to the Recipient and the Recipient does not complete the Agreement.
6. The Recipient agrees to complete all tasks described in Exhibit A, Scope of Work, by ~~March 31, 2024~~ **June 30, 2025**, including but not limited to:
  - a. Begin demonstration of all of the inductive electric vehicle supply equipment in Task 3 of this Agreement by ~~October 30, 2022~~, **January 31, 2024**.
  - b. Begin demonstration of the battery energy storage system in Task 3 of this Agreement by ~~October 30, 2022~~, **January 31, 2024**.
  - c. Operate and collect data on the inductive electric vehicle supply equipment and battery energy storage system in Task 3 for at least a 12-month period.
  - d. Provide monthly progress reports throughout the Agreement term.
  - e. Submit all project deliverables per the Exhibit A-1 Schedule of Products and Due Dates.
  - f. Submit the Draft Final Report by ~~November 17, 2023~~, **February 14, 2025**, and the Final Report by ~~January 5, 2024~~. **April 30, 2025**
  - g. Fulfill the match share requirements of this agreement.
7. 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.