

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
SOLAR TURBINES INCORPORATED FOR SERVICE, MAINTENANCE AND
REPAIR OF TWO SOLAR MERCURY 50 GAS TURBINES LOCATED AT THE
CENTRAL UTILITY PLANT AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS CONTRACT, made and entered into this ____ day of _____, 2026 (“Effective Date”), at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (hereinafter referred to as “City”), acting by order of and through its Board of Airport Commissioners (the “**Board**”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”), and **SOLAR TURBINES INCORPORATED**, a Delaware Corporation (hereinafter referred to as “Contractor” or “Consultant”).

RECITALS

WHEREAS, LAWA operates Los Angeles International Airport (hereinafter referred to as “Airport” or “LAX”); and

WHEREAS, the Los Angeles World Airports (LAWA) intends to enter into an agreement with the Contractor for service, maintenance, and repair of two Solar manufactured Mercury 50 gas turbines located at the Central Utility Plant (CUP). This agreement will ensure the continued operation of CUP’s two (2) Solar manufactured cogeneration units by providing remote diagnostics, troubleshooting, scheduled inspections, and necessary repairs and overhauls; and

WHEREAS, the Contractor is uniquely qualified as the sole provider of support, maintenance and service for the Solar manufactured Mercury 50 gas turbines located at CUP, being the manufacturer of these turbines for industrial cogeneration use. The Contractor has not licensed any third party to conduct an overhaul or maintenance on this system; and

WHEREAS, the current agreement with the Contractor expired on April 13, 2026. The new agreement will ensure that vital services continue uninterrupted; and

WHEREAS, according to Los Angeles City Charter § 371(e)(7), the competitive bidding requirements outlines in Charter § 371 do not apply to contracts for equipment repairs or parts obtained from the manufacturer of the equipment or its exclusive agent. Therefore, a competitive proposal is not practical or advantageous at this time; and

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1.0 Incorporation by Reference. It is expressly understood and agreed that Contractor’s Scope of Work attached hereto as Exhibit A, LAWA’s “Administrative Requirements”, attached hereto as Exhibit B, LAWA’s Insurance Exhibit is attached as Exhibit C and Civil Rights Title Assurances Exhibit attached as Exhibit D shall constitute, and are hereby

incorporated, and made a part of this Contract, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Any conflict between this Contract and Exhibit A shall be resolved in favor of this Contract.

Section 2.0 Term of Contract. Notwithstanding any other provision in this Contract, the term of this Contract shall commence on the Effective Date and shall expire no later than five (5) years therefrom unless earlier terminated pursuant to the terms hereinafter set forth. LAWA may terminate this Agreement at any time for convenience upon forty-five (45) days prior written notice to Solar without liability. Solar shall be under no obligation to refund any advance payment made by the LAWA prior to the effective date of the termination

Section 3.0 Consultant's Services.

3.1 Scope of Services. Consultant agrees to perform all Services in strict compliance with the Scope of Work Proposal attached hereto as Exhibit A.

3.2 Incidental Work. It is expressly understood and agreed that Consultant shall perform all incidental work required to complete the Services as described in Exhibit A, including work for which no specific proposal item(s) was/were included, and/or work that is required to furnish final, finished and detailed work consistent with and fulfilling the intent of the Scope of Work Proposal.

3.3 All such incidental work shall not be considered extra work for which additional compensation can be claimed by Consultant.

3.4 Deliverables. In its performance of the Services, Consultant agrees to provide the deliverables specified in Exhibit A.

3.5 Payment for Services. For all Services rendered under this Contract, all costs, direct or indirect, and for all expenses incurred by the Consultant pursuant to this Contract, LAWA shall pay Consultant an overall amount not to exceed Sixteen Million Dollars and 00/100 Dollars (\$16,000,000.00). Consultant shall submit to LAWA a request for payment of the amount due, upon completion to LAWA's satisfaction of the Services rendered under the Contract. LAWA shall pay Consultant for its performance under this Contract the sum hereinabove set forth at the times and in the manner specified or otherwise agreed to by the parties.

3.6 Monthly Fee. LAWA shall pay US \$35,966.46 per unit per calendar month, payable pro rata for a partial month ("Monthly Fee"). This Monthly Fee is subject to yearly adjustment according to Appendix I of proposal, page 15, addressing 'Escalation'. The Monthly Fee will be invoiced on a monthly basis, throughout the Term, and LAWA shall remit payment within thirty (30) days after receipt of a proper and complete invoice and all required supporting documentation, in accordance with LAWA payment procedures.

3.7 Service Fee. The service fee (“Service Fee”) for any major repair or overhaul shall be calculated individually for each turbine engine by multiplying an hourly fee (“Hourly Fee”) by, the greater of, a) the actual hours of operation since the equipment was new or the last major repair or overhaul, or b) three thousand five hundred (3,500) hours multiplied by the number of years since the last major repair or overhaul, prorated for a partial year. The Hourly Fee for this Agreement shall be \$68.56 per hour, subject to adjustment as provided in Appendix I of proposal, page 15, ‘*Escalation*’. The Service Fee shall be charged at time of overhaul. LAWA shall not be required to make payment for Services not yet provided or deemed unsatisfactory by LAWA. The parties agree that the Chief Executive Officer of LAWA or his or her designee (“CEO”) shall make the final determination as to when Consultant’s Services, or any part thereof, have been satisfactorily performed or completed to justify release of any given payment to Consultant under this Contract.

3.9 If a necessary change causes an increase in the scope of Services to be performed by Consultant pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Consultant therefore, and this Contract shall be amended, in writing, prior to the performance by Consultant of said increased Services.

3.10 Consultant or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Consultant on account of work performed by the subcontractors, to the extent each subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment due from the Consultant or subcontractor, the Consultant or subcontractor may withhold no more than one hundred and fifty percent (150%) of the disputed amount. Consultant shall include this provision in all subcontracts.

Section 4.0 Professional Standards. Consultant warrants that the Services provided hereunder by Consultant shall conform to the highest professional standards practiced among those members of Consultant’s profession, doing the same or similar work under the same or similar circumstances.

Section 5.0 Notices.

5.1 Notice to the City. Written notices to LAWA hereunder, with a copy to the City Attorney of the City of Los Angeles, Airport Division, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
6053 W. Century Blvd.
P.O. Box 92216
Los Angeles, CA 90045**

**Office of City Attorney
6053 W. Century Blvd.
Skyview Building - Fourth Floor
Los Angeles, CA 90045**

or to such other address as LAWA may designate by written notice to Consultant.

5.2 Notice to Consultant. Written notices to Consultant hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

Solar Turbines Incorporated
18 Morgan, Suite 200
Irvine, CA 92618
Pete Maroudas
Maroudas_Pete@solarturbines.com
(858) 531-6743

or to such other address as Consultant may designate by written notice to City.

5.3 The execution of any notice(s) by the CEO shall be effective as to Consultant as if said notice(s) were executed by the Board, or by Resolution or Order of said Board, and Consultant shall not question the authority of the CEO to execute any such notice(s).

5.4 All such notices, except as otherwise provided herein, may either be delivered personally to the CEO, with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Consultant in the other case, or may be deposited in the United States mail, properly addressed as aforesaid, with postage fully prepaid, by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 6.0 City Held Harmless.

6.1 To the fullest extent permitted by law, Consultant to the extent of its negligence, shall defend, indemnify and hold harmless the City and any and all of the City's boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, reasonable attorney's fees and costs of litigation), claimed by anyone (including Consultant and/or Consultant's agents or employees) by reason of injury to, or death of, any person(s) (including Consultant and/or Consultant's agents or employees), or for damage to, or destruction of, any physical property (including physical property of Consultant and/or Consultant's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Consultant's and/or subcontractor's performance of the Contract,; provided, however, that this paragraph shall not be construed to require Consultant to indemnify or hold the City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's negligence, willful misconduct or fraud.

6.2 In addition, Consultant agrees to protect, defend, indemnify, keep and hold harmless the City, including its boards, departments and the City's officers, agents, servants and employees, from and against any and all third-party claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Consultant violates any US patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party.

Consultant agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorney's fees, and all other costs and damages sustained or incurred by the City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

6.3 In Consultant's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

6.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement for a period of five (5) years.

Section 7.0 Restrictions and Regulations.

7.1 Consultant shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

7.2 Consultant shall be responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the CEO which are now in force, or which may be hereafter adopted by the Board and/or the CEO with respect to the operation of the Airport.

7.3 Consultant shall be solely responsible for any and all civil and/or criminal penalties assessed to the Consultant as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

Section 8.0 Independent Contractor.

8.1 It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of LAWA. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and LAWA, or between Consultant and any official, agent, or employee of LAWA. Both parties acknowledge that Consultant is not an employee of LAWA.

8.2 Consultant shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 9.0 Assignment or Transfer Prohibited.

9.1 Consultant shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of the CEO, which consent

shall not be unreasonably withheld.

9.2 For purposes of this Contract, the terms “transfer” and “assign” shall include, but not be limited to, the following: (i) if Consultant is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Consultant is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Consultant; (iii) the dissolution by any means of Consultant; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Consultant without the written consent of the CEO is a violation of this Contract and shall be voidable at LAWA’s option and shall confer no right, title, or interest in or to this Consultant upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

Section 10.0 Default and Right of Termination.

10.1 Termination for Convenience. LAWA may terminate this Agreement at any time for convenience upon forty-five (45) days prior written notice to Solar without liability. Solar shall be under no obligation to refund any payment made by the LAWA prior to the effective date of the termination.

10.2 Termination for Cause. In the event Consultant fails to abide by the terms, covenants and conditions of this Contract, or if the services and/or delivery of materials under this Contract fall below an acceptable level as determined by LAWA, LAWA shall notify the Consultant in writing of the defect, default or problem. If the same is not corrected, or substantial steps are not taken toward accomplishing such correction within thirty (30) calendar days after LAWA’s mailing of the notification, LAWA may, at its sole discretion, (a) terminate this Contract for default, forthwith upon giving Consultant a ten (10) day written notice, or (b) withhold any further payment for Consultant’s services until such defect, default or problem is corrected within the time specified by LAWA. If the defect, default or problem is still not corrected within that time, LAWA may terminate the Contract for default, forthwith by giving Consultant a ten (10) day written notice.

10.3 Upon notice (written or otherwise) to the Consultant of LAWA’s decision to terminate the contract, the Consultant shall immediately surrender to LAWA all LAWA property including, but not limited to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the Consultant and/or its agent(s).

10.4 Solar may terminate this Agreement at any time upon written notice, if the other party is in breach of any material obligation to be performed by it hereunder; provided the terminating party first gives the other party notice in writing, setting forth the precise details of the breach relied upon and granting the defaulting party not less than thirty (30) days to cure such material breach. For purposes of this Section 4.5 ‘*Termination*’, a material breach includes, but is not limited to, the occurrence of any one or more of the following:

- (a) Solar fails to receive from LAWA in full when due and payable any payment, fee or other amount due under this Agreement.

Section 11.0 Compliance With Applicable Laws.

11.1 Consultant shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, LAWA, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Consultant shall be responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with such enactments. Further, Consultant agrees to cooperate fully with the City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

11.2 Should Consultant fail to comply with this Section, then LAWA shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Consultant will then be required to reimburse LAWA for the actual cost of achieving compliance.

Section 12.0 Business Tax Registration.

12.1 Consultant represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by the City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

12.2 Consultant shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 13.0 Insurance.

13.1 Consultant shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on the Insurance Requirements for Los Angeles World Airports, attached hereto as Exhibit C.

13.2 The specified insurance (except for Workers' Compensation and Professional Liability) shall also, either by provisions in the policies, by the City's own endorsement form or by other endorsement attached to such policies, include and insure the City, LAWA, the Board, and all of its officers, employees and agents, their successors and assigns, as insureds, against the areas of risk described in this Section as respects Consultant's acts or omissions arising out of the performance of this Contract, Consultant's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Consultant at the Airport.

13.3 Waiver of Subrogation. For Commercial General Liability Insurance, Workers' Compensation Insurance, and Employer's Liability Insurance, the insurer shall agree to waive all rights of subrogation against City for losses arising from activities and operations of Consultant insured in the performance of Services under this Contract.

13.4 Subcontractors. Consultant shall include all of its subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by the CEO and approved as to form by the City Attorney.

13.5 Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Consultant's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City assumed by the Consultant under this Contract.

13.6 All such insurance shall be primary and noncontributing with any other insurance held by LAWA where liability arises out of, or results from, the acts or omissions of Consultant, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Consultant.

13.7 Such policies may provide for reasonable deductibles and/or retentions acceptable to the CEO, based on the nature of Consultant's operations and the type of insurance involved.

13.8 City shall have no liability for any premiums charged for such coverage(s). The inclusion of the City, LAWA, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer of Consultant in its operations at the Airport.

13.9 In the event Consultant fails to furnish LAWA evidence of insurance, or to maintain the insurance as required under this Section, LAWA, upon ten (10) days' prior written notice to Consultant of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Consultant, and Consultant agrees to promptly reimburse City for the cost thereof.

13.10 At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If any such coverage is cancelled or reduced, Consultant shall, within fifteen (15) days of such cancellation or reduction of coverage, file with LAWA evidence that the required insurance has been reinstated or is being provided through another insurance company or companies.

13.11 Consultant shall provide proof of all specified insurance and related requirements

to LAWA either by production of the actual insurance policy(ies), by use of LAWA's own endorsement form(s), by broker's letter acceptable to the CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the CEO. The documents evidencing all specified coverages shall be filed with LAWA prior to the Consultant performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s). Should any of the above required policies be cancelled before the expiration date thereof, notice will be given in accordance with the policy provisions.

13.12 City and Consultant agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Contract by the CEO, who may thereafter require Consultant to adjust the amount(s) of insurance coverage(s) to whatever amount(s) the CEO deems to be adequate. LAWA reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

Section 14.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

14.1 During the term of this Contract, Consultant agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Consultant shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Consultant shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

14.2 During the performance of this Contract, Consultant agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Consultant to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Consultant. Upon a finding duly made that Consultant has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

14.3 During the performance of this Contract, Consultant agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which are incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative

Code, the failure of Consultant to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice, and an opportunity to be heard has been provided to Consultant. Upon reaching a finding, duly made, that Consultant has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

14.4 All subcontracts awarded under this Contract shall contain similar provisions and Consultant shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to LAWA.

14.5 Consultant also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

Section 15.0 Child Support Orders.

15.1 This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Consultant (and any subcontractor of Consultant providing services to the City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Consultant's, or Consultant's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Consultant and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

15.2 Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Consultant, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Consultant or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Consultant by LAWA (in lieu of any time for cure provided elsewhere in this Contract).

Section 16.0 Equal Benefits Ordinance (EBO).

16.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

16.2 During the term of this Contract, Consultant certifies and represents that the Consultant will comply with the EBO. Furthermore, Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

‘During the term of a Contract with the City of Los Angeles, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.’

Section 17.0 Living Wage and Worker Retention Requirements.

17.1 Living Wage Ordinance

17.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by employees of the City if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for; sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Consultant shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Consultant shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Consultant agrees to comply with federal law prohibiting retaliation for union organizing.

17.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO and that it is not exempt from coverage

by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. The City shall notify Consultant in writing about any redetermination by the City of coverage or exemption status. To the extent Consultant claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

17.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Consultant is not initially exempt from the LWO, Consultant shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Consultant is initially exempt from the LWO, but later no longer qualifies for any exemption, Consultant shall, at such time as Consultant is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and the City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if the City determines that Consultant violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

17.1.4 Subcontractor Compliance. Consultant agrees to include in every subcontract involving this Contract entered into between Consultant and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the LWO and the Worker Retention Ordinance (“WRO”) with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO or the WRO; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the LWO and the WRO directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to the City under Section 10.37.5 of the LWO and Section 10.36.3 of the WRO, as same may be amended from time to time.

17.2 Worker Retention Ordinance. This Contract may be subject to the WRO (Section 10.36, et seq. of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Consultant must also comply with the WRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor consultant for a

ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated consultant or subcontractor, if any, as provided for in the WRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, the City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject consultant violated the provisions of the WRO.

Section 18.0 Assignment of Anti-Trust Claims. Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City to inform each Proposer that in submitting a proposal to LAWA the Proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Proposer.

Section 19.0 Compliance With Los Angeles City Charter Sections 470(C)(12) and 609(E).

19.1 The Consultant, other underwriting firm members of the underwriting syndicate, subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(E) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Consultant and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Consultant and other underwriting firm members of the underwriting syndicate subject to Charter Sections 470(c)(12) and 609(E), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions
As provided in Charter Sections 470(c)(12), 609(E) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract #_. Pursuant to City Charter Section 470(c)(12) and 609(E), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to Consultant names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the twelve (12) month time period. Subcontractor's information included must be provided to consultant within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

19.2 Consultant, underwriting firms, subcontractors, and their principals shall comply

with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Contract and pursue any and all legal remedies that may be available.

Section 20.0 Alternative Fuel Vehicle Requirement Program (LAX Only). Consultant shall comply with the provisions of the alternative fuel vehicle requirement program (the “Alternative Fuel Vehicle Requirement Program”), if applicable, throughout the term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are made a material term of this Contract.

Section 21.0 Environmentally Favorable Operations. If applicable, Consultant acknowledges for itself and any subcontractors that its operation of its activities under this Contract will be subject to all LAWA policies, guidelines and requirements regarding environmentally favorable construction use and/or operations practices (hereinafter collectively referred to as “LAWA Policies”) as such LAWA Policies may be promulgated, revised and amended from time-to-time.”

Section 22.0 Municipal Lobbying Ordinance. Consultant shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

Section 23.0 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 24.0 Miscellaneous.

24.1 **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either LAWA or Consultant.

24.2 **Section Headings.** The section headings appearing herein are for the convenience of LAWA and Consultant, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

24.3 **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

24.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

24.5 **Laws of California and Dispute Resolution.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the Southwest

District of the California Superior Court located in the County of Los Angeles. LAWA and Solar shall use their best efforts to resolve any dispute or claim that may arise under this Agreement or a Supplementary Order in an amicable manner. Including Solar's claims for non-payment by LAWA hereunder, in the event either party believes the other party is in breach of or is noncompliant with any of the provisions of this Agreement or a Supplementary Order, such party shall promptly notify the other in writing of such claim and the receiving party shall take reasonable measures to remedy such breach or noncompliance within thirty (30) days after receipt of notice.

If the dispute is not resolved within such time, then the party initiating the claim shall demand a meeting of the parties, which meeting shall be held promptly in Los Angeles, California, unless the parties otherwise agree. People attending such meeting shall have decision-making authority regarding the dispute to attempt, in good faith, to negotiate a resolution of the dispute.

LAWA and Solar shall continue to perform their respective obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

If the parties are not successful in resolving the dispute through negotiations, then the parties may seek an adjudicated resolution through the appropriate state or federal courts of the State of California.

24.6 Waiver Of Damages. To the fullest extent permitted by law, neither solar or their affiliates, subcontractors, agents and/or employees shall be liable for any consequential arising under this agreement.

For the purposes of this clause “Consequential Damages” shall mean loss of use, loss of profit, losses resulting from or related to downtime or the cost of replacement power or compression, special, indirect, punitive, exemplary, incidental or consequential loss or consequential damages of any nature, whether based on warranty, contract, tort (including negligence) strict liability or any other theory of the law.

24.7 Limit of Liability. To the maximum extent permitted by law, the total liability of Solar, its affiliates, subcontractors, agents and employees arising out of the performance or nonperformance of this Agreement or any of its obligations in connection with the supply of products and services hereunder, whether based on warranty, contract, tort (including negligence), strict liability or any other theory of the law, shall not exceed, (a) for claims arising under the Long Term Services in the aggregate, a sum equal to five million dollars (\$5,000,000); or (b) for claims arising under a separate Order for Work, in the aggregate, an amount equal to the value of the Work provided under the applicable order; or (c) for claims arising under a separate Order for Products, in the aggregate, an amount equal to the value of the discrete unit involved in the claim. LAWA shall not institute any suit or action regarding this Agreement against Solar or any of Solar's subsidiaries, agents or employees, per applicable law under Section 4.11 of this Agreement.

24.8 Precedence. Sections 24.6 ‘*Waiver of Damages*’ and 24.7 ‘*Limit of Liability*’ shall prevail over any conflicting or inconsistent provisions contained in any documents comprising this

Agreement.

24.9 Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

24.10 Amendments to Ordinances and Codes. The obligation to comply with any Ordinances and Codes which have been incorporated into this Contract by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

Section 25.0 Contractor Responsibility Program

25.1 During the term of this Contract Consultant shall fully comply with the Contractor Responsibility Program and the LAWA Contractor Responsibility Program (CRP) Rules and Regulations. (The CRP Rules and Regulations are available at <http://www.lawa.org>). Consultant previously submitted its Contractor Responsibility Program Pledge of Compliance and Response to the Questionnaire.

Consultant agrees to

- (a) comply with all applicable Federal, state, and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the Consultant is not in compliance with paragraph (a) of this Section.
- (c) notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that Consultant has violated paragraph (a) of this Section.
- (d) provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire.
- (e) ensure that its subcontractors complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with sections (a) through (c) of this Section and submit to LAWA the completed Pledges.
- (f) notify LAWA within thirty (30) days of becoming aware of an investigation, violation, or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) cooperate fully with LAWA during an investigation and to respond to request(s)

for information within ten (10) working days from the date of the Notice to Respond.

Section 26.0 Iran Contracting Act, 2010.

26.1 In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit (“Affidavit”). Contractor’s compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

Section 27.0 Civil Rights-Title VI.

27.1 Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

27.1.1 Civil Rights – General – 49 U.S.C. § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as set forth in Exhibit D- Title VI List of Pertinent Nondiscrimination Acts and Authorities - to ensure that no person shall, on the grounds of race, color, national, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

27.1.1.1 The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

27.1.2. Civil Rights – Title VI Assurances – 49 USC § 47123; U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective December 29, 2025, by FAA Policy Guidance. Contractor further agrees to comply with all applicable United States Department of Transportation Standard Title VI/Non-Discrimination required Acts and Authorities, set forth in Exhibit D, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit D:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities

c. Nondiscrimination Requirements/Title VI Clauses for Compliance

27.1.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection 1.1. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

27.1.4 Contractor agrees that it shall insert the provisions found in Subsections 27.1.1 and 27.1.2, inclusive of Exhibit D in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

27.2 Federal Non-Discrimination Provisions.

27.3 City Non-Discrimination Provisions.
[xxx]

Section 28.0 Entire Agreement. This Contract, the exhibits attached hereto, and other materials referenced herein, contain the entire agreement between the parties hereto and supersede any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. Neither LAWA nor Solar has made or makes any representations or warranties, except as herein specifically set forth. No waiver, alteration, or modification of any of the provisions of this Agreement, or its incorporated documents, shall be binding unless in writing and signed by a duly authorized representative of LAWA and Solar. This is an integrated agreement.

Section 29.0 Execution. This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document

sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“**E-SIGN**”) and the California Uniform Electronic Transactions Act (“**UETA**”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Contract to be executed on its behalf by the CEO and Consultant has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
Hydee Feldstein Soto,
City Attorney

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____

Chief Executive Officer
Department of Airports

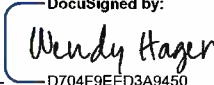
By: _____
Deputy City Attorney

By: _____

Chief Financial Officer
Department of Airports

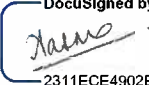
ATTEST:

SOLAR TURBINES INCORPORATED

By:  6/16/2026
D704F9EED3A9450...
Signature (Secretary)

Wendy Hager

Print Name

By:  6/16/2026
2311ECE4902E4B9...
Signature

Aasma Walia

Print Name

Global Sales Manager

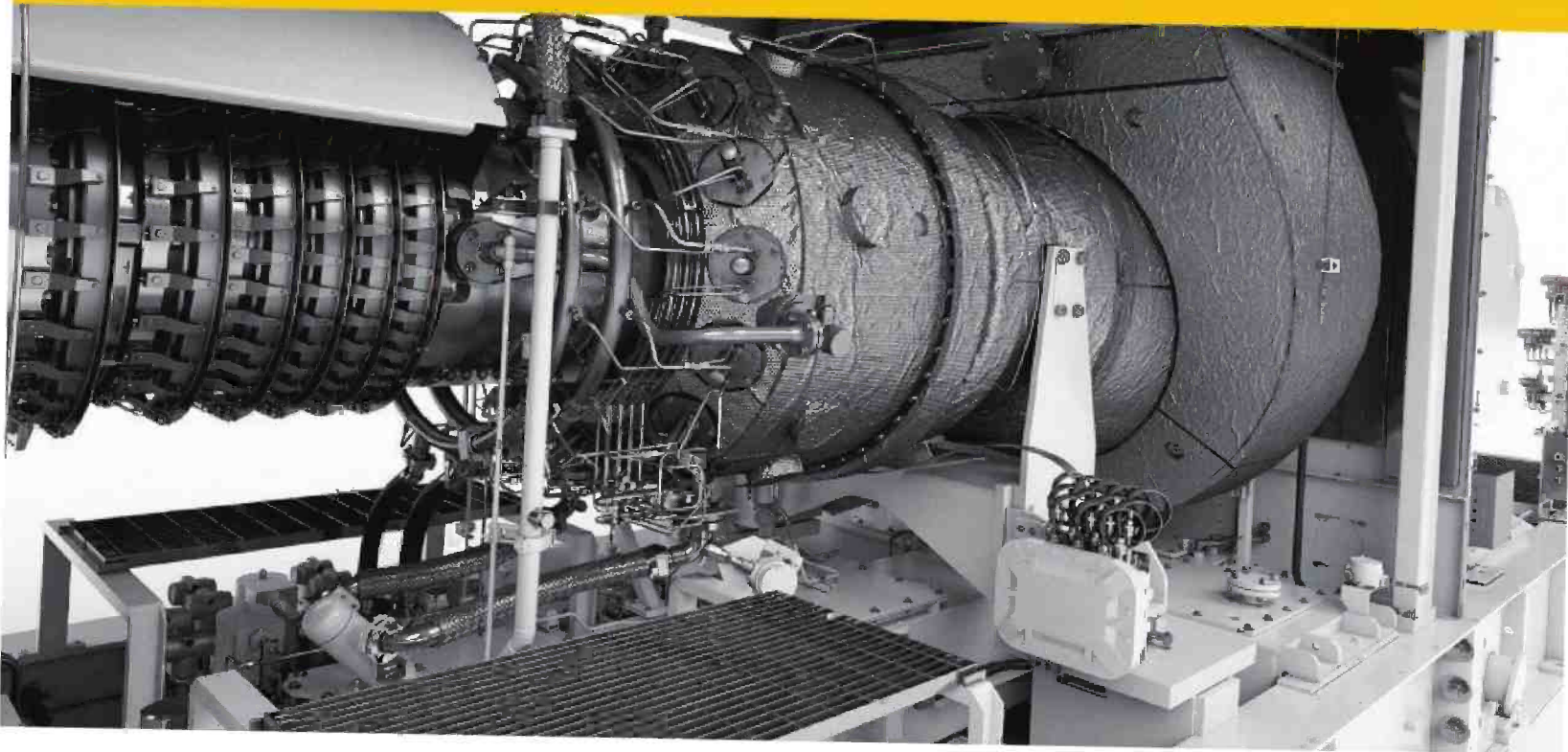
Print Title

Solar Turbines

A Caterpillar Company

TOTAL LIFE CYCLE SUPPORT

A CULTURE OF CUSTOMER CARE



BENEFICIAL USE SERVICE AGREEMENT

CUSTOMER: LOS ANGELES WORLD AIRPORTS

INQUIRY: CS-LA23-77014_1

DATE: June 4, 2026

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Notice of Confidentiality

This proposal is submitted in confidence for evaluation by LOS ANGELES WORLD AIRPORTS. Its contents are proprietary to Solar. LOS ANGELES WORLD AIRPORTS agrees not to reveal the contents of this proposal or any part of it beyond those in its own organization who need to properly evaluate it, or, in connection with the performance of any resulting contract. In no event is this proposal to be revealed to a third party without the prior consent of Solar, nor will copies of, or all or any part of this proposal be made without such consent. If not accepted by LOS ANGELES WORLD AIRPORTS, this entire proposal and any copies will be destroyed or returned to Solar, at Solar's request.

INTRODUCTION

Solar Turbines realizes that you can face many challenges in maintaining your operational goals during the lifecycle of your turbomachinery investment. You are looking to strike a balance between maximizing the efficiency and availability of your turbomachinery while minimizing the cost of on-going ownership requirements, such as periodic maintenance.

With the Beneficial Use Service Agreement, Solar Turbines has engineered a long-term service solution that is designed to help our Power Generation customers reach these goals by providing a fixed service cost over the long-term and by sharing some of the financial risk of unplanned maintenance events. This comprehensive service offering includes several Solar Turbines service capabilities that, when combined, can successfully maintain the operational health of the machinery and mitigate unplanned machinery downtime while extending its lifecycle. Solar provides *Overhaul coverage with applicable Service Fee with an engine exchange program, Recommended Maintenance Visits, Unscheduled Maintenance Callouts, Package Parts Coverage and Generator Coverage.*

These service capabilities, combined with Solar Turbines' equipment health management approach, make a comprehensive and value-based machinery management solution. Under this approach, a Fleet Manager will be assigned to you in addition to local service district support. Solar Turbines also uses our *InSight Platform* to enable efficient machinery management and enhanced equipment assessment capabilities. The Fleet Manager, along with your operations team and the Solar technical support network are all armed with the InSight Platform tools in order to apply best practices and advanced technology to your operations.



SCOPE OF SERVICE

The scope of the Beneficial Use Service Agreement includes:

- Engine Overhaul (Exchange Program, subject to Service Fee indicated in Pricing section)
- Planned Maintenance Visits
- Unscheduled Maintenance / Field Service Call outs
- 2-Way Freight for Engine Overhaul and Package Parts
- Designated Fleet Manager
- InSight Platform
- Package Parts Repair or Replacement
- Generator Inspections, Repair and Maintenance
- Semi-Annual and Maintenance Reports
- Condition Assessment Visit and Equipment Condition Reports

Each of these bulleted items is explained in further detail in [Scope Description](#).

COVERED EQUIPMENT

The following unit(s) is included in this proposal.

Location	PD	Package S/N	Model	Type
LAX	3M301	PG12445	Mercury 50 - 6401	Generator
LAX	3M301	PG12446	Mercury 50 - 6401	Generator

Covered equipment shall include the following major components and subassemblies:

- Gas Turbine Engine (Gas Producer and Power Turbine)
- Recuperator (Mercury 50 only) maintenance.
- Gearboxes (Speed Decreasing and Accessory Drives)
- Generator
- Turbine Control System
- Start System
- Fuel System
- Lube Oil System
- Battery Charger
- Ventilation System
- Unit Fire and Gas System
- Vibration System

Out of Scope

Scope of services does not include recuperator replacement, air filter replacements, consumable/operating liquids, off-skid fuel equipment, cooler assembly, replacement batteries, CO₂ bottles and extinguishing media or any balance of plant equipment.

PRICING

Beneficial Use Service Agreement (Estimated 2026 Pricing)	
Engine Overhaul (Exchange Program) or Repair as needed	\$35,966.46USD per unit per month
Recommended Maintenance Visits	
Unscheduled Maintenance / Field Service Call Outs	
2-Way Freight for Engine Overhaul and Package Parts	
Designated Fleet Manager	
InSight Platform	
Package Parts Repair or Replacement	
Generator Inspections, Repair (Rotor Only), and Maintenance	
Semi-Annual Operation and Maintenance Reports	
Condition Assessment Visit and Equipment Condition Report	
Total Monthly Fee, 2 Units	\$71,932.92 USD

Location	Package S/N	Model	2026 Estimated Beneficial Use Service Fee*
LAX	PG12445	Mercury 50 - 6401	\$68.56 USD per hour
LAX	PG12446	Mercury 50 - 6401	\$68.56 USD per hour

* The Service Fee is based on a minimum number of operating hours per year per unit.

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LOS ANGELES WORLD AIRPORTS
Inquiry Number: CS-LA23-77014_1**Additional Scope Requested (Estimated 2026 Pricing)***

Oil Change and Oil Cleaning (limit 1 per package per term)	
Lube Oil Change	\$338,599.03 USD Per 5 Year Term
Lube Oil Varnishing	
Oil Shipping and Handling	
Solar Administration and Management	
Generator Major Repair (limit 2 total per term)	
Generator Rewind and Reconditioning (including stator)	\$1,116,160.06 USD Per 5 Year Term
Generator Lifting, Rigging, and 2-Way Freight	
Solar Administration and Management	
Solar FSR Support	
Turbine Overhaul at 30,000hrs (limit 2 total per term)	
Overhaul at 30,000hrs	\$4,113,600.00 USD Per 5 Year Term
Turbine Removal and Installation (limit 1 per package per term)	
Engine Lifting and Rigging	\$363,664.29 USD Per 5 Year Term
Solar Administration and Management	
Solar FSR Support	
Medium Voltage Electrical Support (limit 3 per term)	
Medium Voltage Electrical Disconnect/Reconnect	\$94,932.46 USD Per 5 Year Term
Solar Administration and Management	
Recuperator Assembly (2)	
2 New Recuperator Assembly	\$3,306,249.74 USD
Recuperator Removal and Installation (limit 1 per package per term)	
Engine Lifting and Rigging	\$363,664.29 Per 5 Year Term
Solar Administration and Management	
Solar FSR Support	

* Additional scope pricing may be selected on a line item basis as desired from the Additional Scope pricing table. Each line item is priced for quantities described, subject to utilization during the term. Ex., if generator major repair is required during first year of term, the monthly fee for said service will continue during remainder of term. Additional service is subject to additional charge. Pricing shown in Additional Scope table is divided by 60 to calculate monthly fee and added to Beneficial Use Service Agreement monthly fee to determine grand total monthly fee.

SCOPE DESCRIPTION**Engine Overhaul and Repair**

- **Repair or Overhaul of the Gas Turbine** – For the duration of the contract, all required repairs or overhauls of the gas turbine will be provided by Solar.
- **Turbine Exchange Program** – Should an overhaul be required, Solar will provide an exchange turbine of similar configuration to minimize customer downtime.

Recuperator Maintenance

Below are the maintenance and inspection activities Solar will carry out on the recuperator.

- TBRS torque verification – Annual Maintenance
- Instrumentation: inlet and outlet temperature and pressure – Replacement and Annual Maintenance
- Exterior inspections – Annual Maintenance
- Leak test – Engine exchanges
- Alignment – Engine exchanges

THE ADVANTAGES OF A GENUINE SOLAR OVERHAUL

It's All We Do

At Solar, we focus on overhauling gas turbine engines to current specifications for performance and durability. We know better than anyone else what those requirements are. After all, we've designed, built, and tested every Solar Engine ever produced.

100% Renewal

Every rebuilt gas turbine engine contains 100% new or remanufactured Solar Certified parts that have been meticulously restored and rigorously tested to meet our exacting specifications. When it comes to gas turbine overhauls, we're serious about using only the highest quality, original components for the best in reliability.

And Every Solar overhaul is a *complete renewal*, meaning it comes with safe operational *functionality identical to a brand-new Solar engine* with the same specifications for performance and durability.

Using all of the resources we have available, including fleet operation data and special manufacturing processes-only a Solar factory overhaul can ensure protection against compromises or unknown defects in the safety, durability

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and performance of critical components and ensure that your gas turbine engine will stand up to the rigors of daily use.

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COMPLETELY REBUILT TESTED AND CERTIFIED

As the OEM, our precise overhaul process is the critical key

Complete Engine Disassembly

Inspection & Disassembly

Assembly

Testing

Documentation

Observation

Using this overhaul process and product development expertise, the turbine is ready for another life-cycle

Updates Included

An overhaul by Solar includes updates to the latest materials and design improvements from new production standards. This means that every gas turbine we renew is brought up to current OEM specifications for improved safety, easier operation, improved reliability, durability and fuel efficiency, plus emissions compliance.

Exchange Engine Program

When a major turbomachinery overhaul is necessary, Solar will provide an exchange engine as part of the overhaul service. This puts the equipment back into production quickly; minimizing downtime as the turbomachinery package can be put back into service without waiting for the core engine to be overhauled.



- No waiting for the Overhaul
- Minimize Downtime
- Less Lost Production
- Latest Production Improvements
- Production Specifications

Solar maintains a fleet of major assemblies for exchange at strategic locations around the world and most models and configurations are available from stock or can be made available in a short period of time. An exchange unit is shipped to site and the unit requiring major overhaul is returned to a designated Solar turbine repair center as a core.

AN EXCHANGE ASSEMBLY INCLUDES A CERTIFIED TEST REPORT AND INCORPORATES ALL OF THE LATEST UPDATES AND PRODUCT IMPROVEMENTS FOR THAT MODEL.

Also included in scope are any repairs if needed in addition to the major overhaul to correct a specific problem to get the engine operating as soon as possible. The turbine is disassembled, inspected, and repaired to the extent necessary. Depending on the scope, the repair may be completed at the customer site or in a Solar workshop.

Planned Maintenance Visits

Solar's qualified field service employees will provide OEM Planned equipment maintenance. Consumable parts, special tooling, and travel and subsistence are included. Maintenance coverage consists of one Level A and one Level B inspection to be scheduled and performed on each unit at 4,000 (Level A) and 8,000 (Level B) operating hours, plus the consumable maintenance parts.

These planned maintenance interventions are performed per Solar's Operations and Maintenance instructions (OMI) and utilize actual machine data interpreted by the Fleet Manager and the InSight Platform to optimize the service activities. Appendix I provides typical scope conducted during the Planned Maintenance Visits.

Solar's Fleet Manager will work with you to schedule the planned maintenance visits. To minimize schedule impact, the maintenance visits are usually planned together at the same time so that the level A and level B maintenance interventions on the covered equipment are completed during a total of two site visits. To minimize equipment downtime, Solar will work with you to plan the maintenance inspections at least thirty (30) days in advance. At least one level B maintenance visit during the term will include a Condition Assessment Visit (CAV) scope and report, although additional CAV may be completed depending on the equipment condition.



All maintenance will be performed by Solar's highly qualified Field Service team. Solar's Service organization stands apart for its highly-skilled, rotating equipment specialists and engineers. Solar has provided extensive training, tooling, technology and technical support to ensure our Field Service team's ability to provide timely, reliable expertise.



Unscheduled Maintenance / Field Service Call Outs



Solar's turbomachinery equipment is extremely reliable and performs with high availability. If unforeseen problems occur, Solar has an extensive **LOCAL** field service network and remote troubleshooting technology that is available to respond quickly to your service needs.



InSight Platform™

- Cross Fleet Analysis
- Planned vs Unplanned
- Proactive vs Reactive
- Failure Prevention
- Remote Troubleshooting

InSight Platform

Our strategy is to focus on helping our customers succeed with Solar equipment by using technology as a service. The *InSight Platform* collects, stores, transforms, and analyzes remote machine data for more than 1300 Solar machines. Data is read from the equipment control system and then filtered and analyzed in a central database. Within the *InSight*

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Platform, we have developed a wide array of tools, processes, and applications to transform the machine data into actionable information. Today the *InSight Platform* has over 25 capabilities, including advanced OEM fleet analysis capabilities, allowing your machines to be analyzed against the running characteristics of a fleet of similar installed Solar machines.

Any technology platform must be coupled with an ability for people to work in a collaborative manner to drive decisions and take action. The Fleet Manager along with the customer team and the Solar technical support network are all armed with the *InSight Platform* tools that augment the machine data.



InSight Installation and Setup

Solar's *InSight Platform* relies upon a dedicated connectivity solution that standardizes data acquisition and transmission and allows for secured access to critical turbomachinery information. This connectivity solution is designated as *InSight Connect*. *InSight Connect* (TM) delivers a secure, standard network solution to ensure the highest level of reliability, while minimizing the impact to existing customer network and resources and establishing a machine monitoring network that is physically and virtually separate from the process control network. Implementation allows for centralized management of the *InSight* hardware, software, connectivity, and system access, transferring general maintenance responsibility to Solar support personnel to maximize *InSight Platform*™ availability. Upon commencement of the agreement, *InSight* installation and setup activities will be completed. The mobilization activities include the following:

- Hardware and Software for data collection and transmission
- Control System and Network Engineering and Design
- Diagnostic Engineer Technical Support
- Network Hosting, Monitoring and Maintenance
- Customer Familiarization

Fleet Manager

Solar will provide a designated Fleet Manager to act as a liaison between LOS ANGELES WORLD AIRPORTS and Solar. The Fleet Manager provides LOS ANGELES WORLD AIRPORTS with a technical focal point for remote troubleshooting, technical support, and maintenance planning and execution. The commercial relationship between the Customer, Account Manager, and District Service Manager does not change with the addition of the Fleet Manager.

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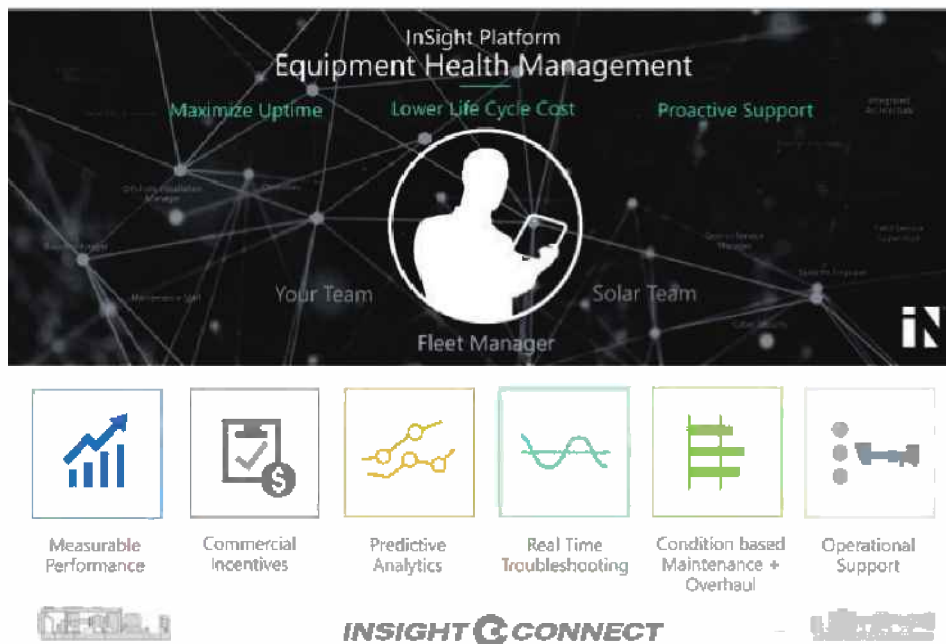
LOS ANGELES WORLD AIRPORTS
Inquiry Number: CS-LA23-77014_1

The Fleet Manager has detailed knowledge of Solar's products, worldwide organization, and technical support processes. The Fleet Manager increases operational efficiency by:

- Reviewing InSight Platform reports and alerts.
- Recommending maintenance and repair activities based on InSight data.
- Assisting with scheduling Solar Field Service personnel for planned and unscheduled activities.
- Performing remote troubleshooting using "LiveView".
- Assisting to resolve technical issues. Providing 24/7-phone support for production critical issues.
- Forecasting and planning engine exchanges based on condition, utilization and fired hour usage.
- Reviewing Solar Service Bulletins published during the term and recommending compliance activities.
- Providing Semi-Annual operation and maintenance reports.

Technical Support Network

The InSight Platform enhances Solar's ability to offer superior technical, operations, and maintenance support for Solar turbomachinery. Solar's support network is coordinated through the fleet manager, who will use InSight Platform's web tools to provide immediate and up-to-date diagnostic reports, maintenance records, and critical fleet data to the appropriate Solar subject matter experts, from regional based field engineers to San Diego based engineers.



Package Parts Repair or Replacement

Solar will provide *Solar® OEM Certified Parts* to replace defective or worn parts. To maximize equipment availability, Solar recommends that you purchase an inventory of service parts as described in the Solar Recommended Spare Parts List (RSPL). Service parts used from your stock will be replaced by Solar at no additional cost. Consumable parts are also provided in advance of scheduled maintenance inspections.

Solar's Service Parts Department operates a world-class parts distribution network to support customer needs worldwide 24 hours per day, 7 days per week, and 365 days per year...

So you can get your OEM Certified Parts as soon as possible.

Solar is committed to supporting its products for 20 years or more; therefore, we maintain a wide range of service parts in stock for older as well as the newer configurations. This provides a high-level of serviceability that cannot be matched by any non-OEM service provider. In addition, as older parts become obsolete, due to design improvements, outdated technologies, or reduced volumes, we proactively seek out replacement parts or upgrade kits to keep your equipment running at the lowest lifecycle cost.

Maintenance Consumables and Tooling

The appointed Fleet Manager will ensure that the required Solar resources are at the site before the maintenance intervention starts. The provision of consumable parts (exclusive of air inlet filters, lubricating and cleaning fluids) and special maintenance tooling is included. Special tooling will remain Solar property after completion of the maintenance inspection.

Generator Inspections, Repair and Maintenance

Solar will provide generator inspections, planned maintenance and listed repairs for the Generator and Gearbox as necessary during the term of the agreement. Overhauls or generator replacements are excluded.

Semi-Annual Operation and Maintenance Reports

Through Remote Monitoring and Diagnostics, on a Semi-Annual basis, Solar will provide operation and maintenance reports to describe the health of the turbomachinery package(s), activities completed at site, maintenance performed, parts replaced and turbine performance.

Condition Assessment Visit (CAV) and Equipment Condition Report

Solar will provide annual on-site Condition Assessment Visit and report during the term of the agreement. The CAV report will provide LOS ANGELES WORLD AIRPORTS with a description of the Solar turbomachinery's condition and provide detailed recommendations to address equipment and operation enhancements that could improve equipment reliability. If additional Conditional Assessment Visits are requested by LOS ANGELES WORLD AIRPORTS, this will be handled transactionally using the Solar FSR rates.

APPENDIX I: ADDITIONAL DETAILS

Escalation

The above prices shall be escalated annually by the contract Escalation Rate. The Escalation Rate shall not be less than two percent (2%) nor greater than six percent (6%) per year. The Escalation Rate shall be calculated based upon the weighted percentage increase of the following Bureau of Labor Statistics indices for a previous 12 month period.

Index Factor	Weighting
PPI - Total Manufacturing (PCUOMFG--OMFG--)	70%
CPI-U - Consumer Price Index (CUUR0000SA0)	15%
ECI - Employment Cost Index (CIU201300000 0000i)	15%
Minimum Annual Escalation	2.00%
Maximum Annual Escalation	6.00%

The Monthly Fees above shall be due and payable as of the commencement of the agreement's term, independently of Covered Equipment being in operation or stand by.

Term

The term of the proposed agreement is sixty (60) months, beginning on September 1, 2026.

Validity

This proposal is valid for 90 days from the date of submittal. After that time, Solar will work with LOS ANGELES WORLD AIRPORTS to reevaluate data and price.

Terms and Conditions

This proposal is subject to Solar's Standard Terms and Conditions for a Beneficial Use Service Agreement.

APPENDIX II: PLANNED MAINTENANCE DETAILS

The following table lists typical maintenance tasks performed during the Level A (4,000 hours) and Level B (8,000 hours) maintenance visits. All tasks may not be performed if InSight data indicates the device or system is fully functioning correctly and does not require maintenance. This provides an opportunity to minimize the downtime required to perform the maintenance.

Air Systems	Level A (4,000 hours)	Level B (8,000 hours)
☒ Inspect air inlet Housing (obstructions, leaks or contamination) Record differential pressure	X	X
☒ If self-cleaning air filters used, Inspect supply pressure Manually cycle through cleaning operation as Required	X	X
☒ Inspect inlet guide vanes and position. Inspect linkage and actuation systems. Inspect Electric / Hydraulic actuators for cleanliness or damage	X	X
☒ Inspect engine compressor variable vane mechanism for wear. Inspect for bent arms, loose linkage or loose bushings	X	X
☒ Inspect bleed valve actuator mechanism for proper operation. Electric / Hydraulic actuators, inspect shafts for cleanliness or scoring	X	X
☒ Inspect Intake and Exhaust systems (debris, leaks, damage)	X	X
☒ Inspect evaporative cooler for proper operation, if equipped.	X	X
☒ Inspect enclosure vent fans and filters.	X	X
Electrical and Control Systems	Level A (4,000 hours)	Level B (8,000 hours)
☒ Visually inspect gages and indicators for proper operation	X	X
☒ Inspect control console electrical connections for cleanliness and security	X	X
☒ Verify and record speed magnetic pickup sensor output	X	X
☒ Inspect condition of thermocouple harnesses and supports	X	X
☒ Inspect fire detectors for cleanliness and sensitivity.	X	X
☒ Test fire eyes and thermal devices. Verify system solenoids for proper operation	X	X
☒ For enclosed units, test Hazardous Package sensors /detector(s) Calibrate as required	X	X
☒ Inspect critical gages Calibrate, Fill, or Replace as Required	X	X

Electrical and Control Systems (Continued)	Level A (4,000 hours)	Level B (8,000 hours)
☒ Inspect speed and temperature control boxes, if equipped Calibrate as Required	X	X
☒ Inspect and Verify back-up over-speed protection monitor Calibrate as Required	X	X
☒ Check gas detection devices	X	X
☒ Visually inspect control console	X	X
☒ Inspect and Verify safety warning and shutdown devices Calibrate or adjust as Required	X	X
☒ Inspect and Verify package vibration monitoring and associated vibration devices (transducers)	X	X
☒ Inspection of charger (batteries) for condition and proper operation.	X	X
☒ Perform a battery run down test	-	X
☒ Replace PLC battery	-	X
Fuel Systems	Level A (4,000 hours)	Level B (8,000 hours)
☒ Record fuel pressure As required – Customer Adjust regulator (Maybe off Package)	X	X
☒ Inspect fuel control system (Integrity, leaks, proper operation) May include fuel System (valves, actuators, linkage & connections)	X	X
☒ Inspect fuel control poppet valve Replace as Required (Condition Based)	X	X
☒ Inspect pilot gas filter element Replace as Required (Condition Based)	X	X
☒ Disassemble, clean, and/or rebuild gas shutoff pilot control valves As Required (Condition Based)	X	X
☒ Inspect and lubricate liquid fuel shutoff valves Reassemble with new O-rings	X	X
☒ Inspect and clean fuel strainers	X	X
☒ Inspect fuel injectors for cracks, excessive oxidation or damage. Remove or Replace as Required	X	X
☒ Inspect, clean, and/or rebuild primary and secondary fuel shutoff valves (Condition Based)	X	X

Solar Turbines

A Caterpillar Company

LOS ANGELES WORLD AIRPORTS
Inquiry Number: CS-LA23-77014_1

Fuel Systems (continued)	Level A (4,000 hours)	Level B (8,000 hours)
☒ Inspect igniter torch housing for cracks and excessive erosion, inspect discharge tube for chaffing wear. Replace as Required	X	X
☒ Inspect air purge manifolds (discoloration, cracks, overheating)	X	X
☒ As Required - Liquid / Dual Fuel units, Inspect purge system for proper operation	X	X
General	Level A (4,000 hours)	Level B (8,000 hours)
☒ Review Unit Operating Data	X	X
☒ Inspect Package lines and hoses (leaks, wear, chaffing) Correct as Required	X	X
☒ Inspect mechanical linkages (wear, looseness) Correct as Required	X	X
☒ Visually inspect entire package for fuel, oil, and air leaks	X	X
☒ Check condition and operation of solenoids and shutoff valves Correct as Required (kits as necessary)	X	X
☒ Inspect package for unusual noise, discoloration, cracks, and chaffing lines – Correct as Required	X	X
☒ Visually inspect exhaust bellows for cracks or distortion	X	X
☒ Perform cleaning of engine per Performance Condition or as Required (Off-line detergent wash)	X	X
☒ Perform borescope inspection of the compressor, combustion section, and the power turbine	X	X
☒ Conduct vibration survey.	X	X
☒ Lubricate all electric motors that are equipped with grease fittings Per recommended schedule or as Required	-	X
☒ Check all safety valves as required	X	X
☒ Inspect, clean/replace all package filters – Condition Based (excludes air inlet filters)	-	X
☒ Witness turbine Restart, record acceleration time. Monitor control system for proper sequencing	X	X
☒ Conduct engine performance analysis on As Required – Condition Based	-	X

Generator (Driven Equipment)			
☒	Inspect generator for cleanliness. Inspect fan blades, generator rotor and stator for contamination and damage	-	X
☒	Inspect coupling shear bolts for wear or damage	X	X
☒	If Required – Disassemble, clean, inspect gear engagement wear, repack (Solar coupling grease) Re-assemble (New Gaskets)	-	X
☒	As required, based on vibration data, check and realign driver/driven equipment	-	X
☒	Resistance check (PI)	-	X
☒	Rectifier assembly, inspection and repair, and diode replacement	As required	
☒	Bearings and oil seal replacement	As required	
☒	Oversee contractor in cleaning the generator utilizing OEM recommendations or Industry Standard Practices	As required	
Lube Oil and Servo Oil Systems		Level A (4,000 hours)	Level B (8,000 hours)
☒	Inspect Lube oil tank level Record oil consumption	X	X
☒	Verify proper operation of oil makeup system, if installed	X	X
☒	Check oil cooler louver operation, where applicable	X	X
☒	Check lube oil tank vent fan and/or mist eliminator for proper operation	X	X
☒	Collect oil sample for condition analysis	X	X
☒	Inspect and record lube oil filter (Delta P). Rotate to Standby filter assembly if equipped (Condition Based). Inspect / Replace filter elements if required.	X	X
☒	Inspect Servo oil filter "pop-out" condition indicator Replace filter (Condition Based) if Required	X	X
☒	Inspect Lube Oil cooler assembly (cleanliness / proper operation)	-	X

Start Systems and Auxiliary Motors	Level A (4,000 hours)	Level B (8,000 hours)
☒ Inspect Starter reservoir or lubricator oil level. As Required – Fill Reservoir	X	X
☒ Replace starter hydraulic filter (if equipped)	X	X
☒ Inspect and Verify pre/post lube oil pump and backup lube oil pump	X	X
☒ Inspect starter clutch (if applicable) to ensure proper engagement and operation	X	X
☒ Check pneumatic starter assembly (if applicable) for unusual wear and oil consumption. Verify proper operation of starter when unit is in startup cycle	X	X
☒ Verify starter gas vent over pressure protection is functional (if applicable).	X	X
☒ Inspect VFD's for proper operation and setpoints	X	X
☒ As Required - pneumatic starters: clean, inspect or rebuild shutoff valve (Versa valve, etc.)	-	X
Recuperator Assembly	Level A (4,000 hours)	Level B (8,000 hours)
☒ Verify torque on TBRS	-	X
☒ Inspect inlet/outlet temperature and pressure instrumentation	-	X
☒ Exterior inspections	-	X
☒ Leak test	Engine exchanges	
☒ Alignment	Engine exchanges	

APPENDIX III: ABOUT SOLAR

Experience

Solar Turbines Incorporated, a subsidiary of Caterpillar Inc., is a San Diego, California-based company engaged in the business of designing, manufacturing, installing, and servicing a broad line of gas turbine-driven generator sets, mechanical-drive packages and centrifugal natural gas compressor sets since 1948.

Solar is the world's leading producer of industrial gas turbines and turbomachinery packages in the 1 to 23 MW (1500-to-31,900 hp) range. The more than 15,000 Solar gas turbine units worldwide have logged more than one billion operating hours, in 100 different countries and under varying conditions, including arctic, desert, tropical and offshore. Even in the harshest environments, Solar gas turbines continue to provide safe and reliable power.

Solar maintains modern engineering, research, manufacturing and testing facilities at several San Diego, California locations in support of our industrial turbine operations. Solar also has several major overhaul and test facilities, as well as engine exchange and repair capabilities, at strategic locations throughout the world. Our priority is to ensure that our customers receive the highest quality products and services.

OEM Benefits and Capabilities

- **Knowledge** - Solar's engineering standards, originally used for the manufacturing of the engine and package components are used to assess the various components for repair or replacement.
- **Engineering Support** - Solar engineers supervise the engine disassembly, inspection and repair process from assembly through final performance testing.
- **Dedicated Overhaul Facilities** – Solar has overhaul facilities dedicated to meet the needs of the fleet of gas turbine packages installed worldwide. These facilities are used for the disassembly, cleaning, inspection, refurbishment, rebuilding and testing of gas turbines and major assemblies. And are compliant with USA, Canadian, and European Regulations (ISO 9000, ISO 14000, OHSAS 18000).
- **Engine Condition Report** - Available after turbine inspection & disposition, the report describes the turbine components' wear condition and refurbishment requirements.
- **Refurbishment Process** - Comprehensive methods such as advanced repair and reconditioning technologies are used to extend the life of components. Solar continuously invests in developing, advancing, and incorporating new technologies that meet durability and performance demands.
- **Certified Replacement Components** - OEM certified replacement components are provided as required in the rebuilding of gas turbines and major assemblies. Solar coordinates component or part succession as material and design technologies are upgraded for durability and performance.

Solar Turbines*A Caterpillar Company*LOS ANGELES WORLD AIRPORTS
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- **Supplier Development** – Technology development is fostered for component suppliers to be used in the overhaul process. Quality standards are established and monitored to ensure overall performance and durability are met.
- **Rebuilding Specifications** – Solar has sole and exclusive access to design and overhaul specifications, including key sequences, tolerances and tooling required to properly rebuild a gas turbine. Additionally, component and system iterations are tracked over a product lifecycle to assure proper integration of system onto a package.
- **Extensive Exchange Fleet Support**– Solar's exchange fleet is designed to minimize downtime by delivering a completely overhauled gas turbine configured the same as the unit being returned for overhaul. Solar's exchange engine system is capable of configuring exchange engines to meet over 400 different engine configurations in operation. Solar maintains a fleet of turbines, power turbines and accessory gearboxes as well as key components in stock that can be quickly made ready to ship. Solar's EOCP (Engine out of Commission) process accelerates the process so that an engine or major assembly is shipped quickly to the field and available to be swapped with the unit shut down.
- **Full Testing Capabilities** – Dedicated engine test cells with state-of-the-art control and monitoring systems measure electrical power for generator drives, horsepower output for mechanical drive units, as well as fuel consumption. Engine test parameters are calibrated and set to the same as new build test standards. Operating temperatures, emissions output, vibration levels as well as power and efficiency are monitored and measured. Test results versus maximum and minimum levels are recorded to assure the engine meets the OEM acceptance standards for that model and fuel configuration. A Certified Test Report supplied with the engine shipment after overhaul is supplied to confirm the engine performance.
- **Power, Efficiency and Durability Upgrades** - A wide range of power, efficiency and durability upgrades are available at time of overhaul. These upgrades, specifically power uprates, can greatly increase production capacity. Solar also incorporates new production design improvements (i.e. material upgrades, cooling methods, etc.) into existing models to enhance performance and durability and ensure long-term benefit.



Vendor ID Questionnaire (Q-25GL)

Instructions

- The Summary worksheet displays your overall progress for the questionnaire.
- The worksheets numbered from 1 to N represent question sets.
- For each question set, select a response from the dropdown (if applicable) and enter a response comment for each question in the table.
- If specific instructions have been provided for a given subset, they will appear as a tooltip for a purple cell. Mouse-over to review them.
- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please do not use Excel formulas in your responses.
- Please follow the instructions provided along with this file to submit it back to Euna Procurement.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Euna Procurement at Support@GoBonfire.com.

Additional Instructions

All fields must be completed.

For instructions and additional information, please refer to the following:

<https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>

Strategic Sourcing Division: 424-646-5380, procurementrequirements@lawa.org

Summary

Question Set	Questions	% Complete	Progress	Error?
1	34	100.00%		Complete: no errors
Total	34	100.00%		

Question Set 1: Vendor ID

Question Set 1 Instructions

Vendor ID

#	Question	Response	Comment	Status
Legal Name				?
1.1.1	Legal Name	Solar Turbines Incorporated		Complete
IRS Taxpayer ID No.				?
1.2.1	IRS Taxpayer ID Number EIN - Employer Identification Number or SSN - Social Security Number Info Link: https://www.irs.gov/forms-pubs/about-form-w-9	95-3621514		Complete
IRS W9 Form (Required)				?
1.3.1	Is your completed IRS W9 Form submitted with bid/proposal in Bonfire? Info Link: https://www.irs.gov/forms-pubs/about-form-w-9	Yes		Complete
Doing Business As (DBA)				?
1.4.1	Doing Business As (DBA) If not applicable, type "N/A".	N/A		Complete
CA SOS Entity Registration Number				?
1.5.1	If applicable, CA SOS Entity Registration Number SOS - California Secretary of State If not applicable, type "N/A".	1081912		Complete
CA DTFA Seller Permit Number				?
1.6.1	CA DTFA Seller Permit Number DTFA - California Department of Tax & Fee Administration Info Link: https://www.cdtfa.ca.gov/taxes-and-fees/faqseller.htm If not applicable, type "N/A".	25740153		Complete
Entity Type				?
1.7.1	Entity Type If Other, please define in the comment column.	Corporation		Complete
City of Los Angeles Office of Finance (OOF) BTRC/VRN Number				?
1.8.1	City of Los Angeles Office of Finance (OOF) BTRC/VRN Number If BTRC/VRN number is not available, type "N/A". BTRC - Business Tax Registration Certificate VRN - Vendor Registration Number Info Link: https://finance.lacity.gov/	N/A		Complete

BTRC/VRN Application Pending from Office of Finance			?
1.9.1	Is your BTRC/VRN application pending from Office of Finance? If not applicable or not available, select "N/A".	N/A	Complete
BTRC/VRN Application Proof of Submission			?
1.10.1	If your BTRC/VRN application is pending from Office of Finance, is your proof of BTRC/VRN application submission uploaded to your bid/proposal in Bonfire? If not applicable or not available, select "N/A".	N/A	Complete
Business Address: Street			?
1.11.1	Street	2200 Pacific Highway	Complete
Business Address: City			?
1.12.1	City	San Diego	Complete
Business Address: State/Region			?
1.13.1	State/Region	CA	Complete
Business Address: Zip Code			?
1.14.1	Zip Code	92101	Complete
Business Address: Country			?
1.15.1	Country	USA	Complete
Remittance Address (If different from Business Address)			?
1.16.1	Remittance Address (If different from above) If not applicable, type "N/A".	18 Morgan, Suite# 100, Irvine CA 92618	Complete
Business Contact Name			?
1.17.1	Contact Name	Pete Maroudas	Complete
Business Phone			?
1.18.1	Phone	858-292-3060	Complete
Business Email			?
1.19.1	Email	Maroudas_Pete@solar turbines.com	Complete
Business Fax			?
1.20.1	Fax If not applicable or not available, type "N/A".	N/A	Complete
California Franchise Tax Board (FTB) Form (Required)			?

EXHIBIT B

1.21.1	An FTB form is required from all vendors with a payment address outside of California. If not applicable, select "N/A". Is your form 587, 590, or proof of submission of form 588 or 589 submitted with your bid/proposal in Bonfire? Info Link: https://www.ftb.ca.gov/forms/misc/1017.html	N/A		Complete
Business Certification: Airport Concessions Disadvantaged Business Enterprise (ACDBE)				?
1.22.1	Airport Concessions Disadvantaged Business Enterprise (ACDBE)	No		Complete
Business Certification: Disadvantaged Business Enterprise (DBE)				?
1.23.1	Disadvantaged Business Enterprise (DBE)	No		Complete
Business Certification: Disabled Veteran Business Enterprise (DVBE) (LAWA)				?
1.24.1	Disabled Veteran Business Enterprise (DVBE) (LAWA)	No		Complete
Business Certification: Local Business Enterprise (LBE)				?
1.25.1	Local Business Enterprise (LBE)	No		Complete
Business Certification: Minority Business Enterprise (MBE)				?
1.26.1	Minority Business Enterprise (MBE)	No		Complete
Business Certification: Minority Women Business Enterprise (M/WBE)				?
1.27.1	Minority Women Business Enterprise (M/WBE)	No		Complete
Business Certification: Small Business Enterprise* (Proprietary)				?
1.28.1	Small Business Enterprise* (Proprietary) *Per SBA or DGS criteria verification	No		Complete
Business Certification: Local Small Business (LSB) (formerly SLB)				?
1.29.1	Local Small Business (LSB) (formerly SLB)	No		Complete
Business Certification: Women Business Enterprise (WBE)				?
1.30.1	Women Business Enterprise (WBE)	No		Complete
Business Certification: Declaration and Certification				?
1.31.1	I/We declare and certify that all statements on this questionnaire are true and correct. I/We agree to notify Strategic Sourcing Division immediately on any changes to the information contained herein. I/We have read and agreed with the administrative requirements set for this project and have been provided as a checklist in the bid/proposal package. If selected, I/We will comply with these requirements for the duration of the contract.	Yes		Complete
Business Certification: Declaration and Certification - Authorized By				?
1.32.1	Name of person declaring and certifying all statements in this Vendor ID Questionnaire.	Chike Onuigbo		Complete

Business Certification: Declaration and Certification - Job Title of Person authorizing this Vendor ID Questionnaire			?
1,33,1	Job Title of person authorizing Vendor ID Questionnaire	Senior Principal Sales Application Engineer	Complete
Business Certification: Declaration and Certification - Date Vendor ID Questionnaire is certified			?
1,34,1	Certification Date	7/16/2025	Complete
34 Questions			100.00% Complete

EBO WAIVER

CITY OF LOS ANGELES
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 – E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE AWARDING AUTHORITY REQUEST FOR WAIVER

Company Name: Solar Turbines Incorporated BAVN ID #: _____
 Company Address: 2200 Pacific Highway
 City: San Diego State: CA Zip: 92101 Fed. ID/SS# 95-3621514
 Phone: 858-292-3060
 Contract Number (if available): _____
 Contract Term – Start Date: 2/14/2026 End Date: 2/13/2036
 Contract Amount: \$ \$36,000,000
 Type of Service: Service, maintenance, and repairs for two Mercury Turbines (M-50) located at the Central Utility Plant (CUP) at LAX

SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE

List all code section(s) on which this request for waiver is based. Cite all sections that may apply.

LAAC 10.8.2.1 (i) (a)

LAAC 10.8.2.1 (i) (b)

LAAC 10.8.2.1 (i) (e)

See attached memo for citations of the abovementioned

SECTION 2. REASON FOR WAIVER

Attach a memorandum detailing:

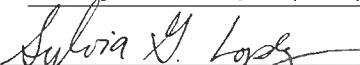
- (1) Why the waiver is being requested.
- (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above.
- (3) The steps taken to find an entity that complies with the Equal Benefits Ordinance (EBO).

SECTION 3. SUBMIT REQUEST FOR WAIVER

Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation.

Name of contact person: Sydney Knight Title: Management Aide

Department: Los Angeles World Airports (LAWA) Phone: 424-646-5049

Signature:  Date: 8/27/2025

Sylvia Garcia Lopez on behalf of Sydney Knight

An approved waiver is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

FOR OCC USE ONLY

 Not Approved. (See attached memorandum for explanation.)

 X Approved based on code section(s): LAAC Sec. Sec. 10.8.2.1 (i)(1)(a)(b)- Sole Source.

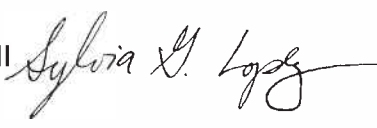
Analyst:  Date: _____



MEMORANDUM

DATE 8/27/2025

TO Public Works—Contract Administration
Office of Contract Compliance

FROM Sylvia Garcia Lopez, Sr. Management Analyst II 
Strategic Sourcing Division
Los Angeles World Airports

SUBJECT Equal Benefits Ordinance (EBO) Awarding Authority Request for Waiver—Direct Award with Solar Turbines Incorporated (Beneficial Use Service Agreement)

Central Utility Plant (CUP) is responsible for two Mercury Turbines (M-50) located at Los Angeles International Airport. Repairing, servicing, and maintaining these turbines provide heating and cooling services to the terminals, tenants, and passengers.

Based on Los Angeles Administrative Code (LAAC) 10.8.2.1(i)(1)a, 10.8.2.1 (i)(1)b, and 10.8.2.1 (i) (1)e, we request an EBO waiver for the contract with Solar Turbine Incorporated.

“1a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or”

“1b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or”

“1e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or”

The contract term is from February 14, 2026 – February 13, 2036. LAWA requests a five-year contract term with five one-year renewal options for a total potential 10-year term.

We appreciate your consideration and approval for this EBO Waiver request. Should you have any questions, please contact Sylvia Garcia Lopez by e-mail at sgarcia@lawa.org

SGL: spk

Attachment: EBO Waiver for Solar Turbines Incorporated

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing ☒ Amendment: Date of Signed Original 12/11/2017 Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP) 0211-2025-04-DA	Awarding Authority (Department awarding the contract)
Bidder Name Solar Turbines Incorporated	
Address 2200 Pacific Highway San Diego, CA 92101	
Email Address Onuigbo_Chike@solarturbines.com	Phone Number 832-670-3104

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Chike Onuigbo

Name

Sr. Prin. Sales Application Engineer

Title

Chike Onuigbo

Signature

07/23/2025

Date

Digitally signed by Chike
Onuigbo
Date: 2025.07.23 17:00:40
-07'00'

FORM
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Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing ☒ Amendment: Date of Signed Original 12/11/2017 Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): 0211-2025-04-DA Date Bid Submitted: 07/24/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Solar turbine-Beneficial Use service Agreement

Awarding Authority (Department awarding the contract): Los Angeles World Airport

Bidder Name: Solar Turbines Incorporated

Bidder Address: 2200 Pacific Highway, San Diego CA 92101

Bidder Email Address: Onuigbo_Chike@solarturbines.com Bidder Phone Number: 832-670-3104

Schedule Summary

Please complete all three of the following:

- | | | |
|--|--|--------------------------------|
| 1. SCHEDULE A – Bidder's Principals (check one)
The bidder has one or more PRINCIPALS , as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | Yes
☒ | No
☐ |
| 2. SCHEDULE B – Subcontractors and Their Principals (check one)
The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | Yes
☐ | No
☐ |
| 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>1</u> | | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Chike Onuigbo

Name

Sr Prin Sales Application Engineer

Title

Chike Onuigbo

Signature

07/23/2025

Date

Digitally signed by Chike
Onuigbo
Date: 2025.07.23 13:20:07
-07'00'

FORM
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Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Derrick L. York Title: President & Director
Address: 2200 Pacific Highway, San Diego, CA 92101

Name: Arthur E. Martin Title: Vice President & Director
Address: 2200 Pacific Highway, San Diego, CA 92101

Name: Arnoldus den Elzen Title: Vice President & Director
Address: 2200 Pacific Highway, San Diego, CA 92101

Name: Manoj Dutt Title: Vice President & Director
Address: 2200 Pacific Highway, San Diego, CA 92101

Name: Johannes Drenth Title: Vice President & Director
Address: 2200 Pacific Highway, San Diego, CA 92101

Name: Juan E. Rojas Title: Vice President & Chief Compliance Officer
Address: 2200 Pacific Highway, San Diego, CA 92101

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

FORM
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Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Contractor Responsibility Questionnaire and Pledge of Compliance

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: Solar Turbine-Beneficial Use Service Agreement

B. BIDDER/CONTRACTOR INFORMATION:

Solar Turbines Incorporated

Legal Name	DBA		
<u>2200 Pacific Highway</u>	<u>San Diego</u>	<u>CA</u>	<u>92101</u>
Street Address	City	State	Zip
<u>Chike Onuigbo, Sr Principal Sales App. Eng (832) 670-3104</u>			
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

☐ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**

☒ An update of a prior CRP Questionnaire dated 12 / 11 / 17. **Please complete all questions and sign Attachment A.**

☐ A copy of the initial CRP Questionnaire dated ____/____/____/. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Chike Onuigbo, Sr Prin. Sales & Appl Engr

08/27/25

Print Name, Title

Signature

Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☒ **Yes** ☐ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☒ **Yes** ☐ **No**

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ **Yes** ☐ **No**

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ **Yes** ☒ **No**

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

7. Solar Turbines Incorporated is a wholly-owned subsidiary of Caterpillar Inc. Caterpillar Inc. is publicly traded Fortune 50 company (NYSE:CAT). Information about individual shareholders (owners) is not available. Information regarding regulatory compliance and litigation is disclosed to the SEC as required by law and is available at www.Cat.com/investors.
8. Solar executes tens of thousands of transactions per year. While a specific instance is not known, it is highly probable that at some point, a contract may have been terminated before completion.
9. Solar executes tens of thousands of transactions per year. While a specific instance is not known, it is highly probable that at some point a scheduled delivery date or milestone has been missed.
10. Solar has more than 16,000 machines in over 93 countries worldwide, many located at airports, government installations, National Oil companies, and private/publicly owned corporation's facilities.
11. Solar Turbines Incorporated is a wholly-owned subsidiary of Caterpillar Inc. Caterpillar Inc. is publicly traded Fortune 50 company (NYSE:CAT). Information about individual shareholders (owners) is not available. Information regarding regulatory compliance and litigation is disclosed to the SEC as required by law and is available at www.Cat.com/investors.
14. Solar Turbines Incorporated is a wholly-owned subsidiary of Caterpillar Inc. Caterpillar Inc. is publicly traded Fortune 50 company (NYSE:CAT). Information about individual shareholders (owners) is not available. Information regarding regulatory compliance and litigation is disclosed to the SEC as required by law and is available at www.Cat.com/investors.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Chike Onuigbo, Sr Prin. Sales & Appl. Engineer

08/27/25

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Solar Turbines Incorporated, 2200 Pacific Highway, San Diego, CA 92101

Company Name, Address and Phone Number

08/27/25

Signature of Officer or Authorized Representative

Date

Chike Onuigbo Sr. Principal Sales Applications Engineer

Print Name and Title of Officer or Authorized Representative

Beneficial Use Service Agreement

Project Title

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
DA-5260	Los Angeles World Airports	Enrico Lopez/elopez3@law.a.org, (424)646-5972	2/14/18	2/13/26	Maintenance services on two natural gas co-generation turbines	\$ 13,227,860.00

EXHIBIT B

Iran Contracting Compliance Affidavit

EXHIBIT B

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Solar Turbines Incorporated		BTRC (or n/a) n/a
By (Authorized Signature)		
Print Name and Title of Person Signing Chike Onuigbo/ Senior Principal Sales Application Engineer		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)



Title:	SOLAR TURBINE
Activity:	Service Agreement / Provide Monthly Service, Maintenance, Labor and Repairs for Turbo Machinery Equipment for Two (M-50) Mercury Turbines Located at Central Utility Plant at LAWA
Division:	Human Resource
Contract No:	Operations & Maintenance - CUP
Term:	5 years

The following Primary and Ancillary Insurance is required for this contract ***with minimum Limits*** outlined and is subject to the terms and conditions set forth in Section 10 of the General Insurance Provisions in the Contract.

Primary Insurance	
(X) Required	Workers Compensation, Statutory Limits Employer Liability \$1,000,000 each accident \$1,000,000 each employee by disease \$1,000,000 policy limit by disease
(X) Required	General / Aviation Liability \$1,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 personal and advertising injury \$2,000,000 products/completed operations
() Required	Commercial Auto Liability \$1,000,000 combined single limit
() Required	Excess Liability Coverage Underlying Commercial Auto, Commercial General liability \$_____ per occurrence \$_____ general aggregate

Ancillary Insurance, as Required Below	
() Required	Professional Liability \$ per incident and \$ annual aggregate
() Required (refer to specific coverage required)	Property Insurance, All Risk/Special Form Coverage () Tenant Contents/Coverage for Personal Property () Replacement Value () Tenant improvements () Builder's Risk Insurance () Earthquake coverage limit: - Replacement Value () Flood coverage limit: - Replacement Value () Terrorism coverage
() Required	Installation Floater
() Required	Pollution Legal Liability – Must meet policy limits. \$_____ per occurrence and \$_____ aggregate
() Required	Network Security and Privacy Liability (Cyber Liability) \$_____ per incident and \$_____ annual aggregate
() Required	Aircraft and Passenger Liability \$50,000,000 per occurrence/per passenger fixed wing \$200,000,000 per occurrence/per passenger rotorcraft
() Required	Garage Keeper's Liability \$__ per occurrence and \$__ annual aggregate
() Required	Hangar Keeper's Liability \$_____ per occurrence and \$_____ annual aggregate
() Required	Liquor Liability \$__ per occurrence and \$__ annual aggregate
() Required	Crime Insurance or Fidelity Bond \$_____ Theft, dishonesty, disappearance, forgery, alteration, and destruction

Once the contract is awarded, evidence of Contractor's insurance, including all required endorsements, must be uploaded into Contractor's insurance profile at PinsAdvantage.com, before a Notice to Proceed (NTP) can be issued. Please upload these Special Insurance Requirement with your evidence of insurance. Contact LAWA Risk Management at riskinsurance@lawa.org or your Contract Administrator responsible for your contract if you have questions.

07/2025

10. General Insurance Provisions

(version 11/2023)

10.1. **Primary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, the following types of insurance in amounts specified in the Special Insurance Provisions attached hereto and incorporated herein by reference.

10.1.1. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance as required by the State of California including coverage for Employer's Liability with limits per accident, employee, and disease.

10.1.2. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance (CGL) providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to LAWA. Coverage shall be provided to LAWA for liability and any damage to property and injury or death of persons, unless caused by LAWA'S sole or active negligence or willful misconduct.

For construction contracts, completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in the Special Insurance Provisions can be met through a Contractor Controlled Insurance Program (CCIP), however, LAWA reserves the right to review and approve the program prior to starting work.

10.1.3. **Commercial Automobile Insurance.** Contractor shall maintain Commercial Auto Insurance written on ISO form CA 00 01 (or substitute form providing equivalent liability coverage). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) and may be satisfied by a combination of primary and excess and/or umbrella policies. Insurance limits will vary depending on Contractor's access to Air Operations Area "AOA". All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for Contractor's hauling or transporting hazardous materials.

10.2. **Ancillary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, ancillary insurance coverages, if required by LAWA and identified in the Special Insurance Provisions, with terms and conditions outlined below:

10.2.1. **Professional Liability Insurance.** Contractor shall maintain Professional Liability Insurance providing coverage for the professional services provided under this Contract.

The policy must have a retroactive date prior to the effective date of the Contract. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

10.2.2. Contractor's Pollution Liability Insurance. Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by LAWA.

10.2.3. Property Insurance. Contractor shall maintain Property Insurance providing coverage for the building, including contents, tenant improvements, and/or builders' risk on an All Risk/Special Form for all risks of physical loss or damage for all real property or improvements Contractor may be required to insure, including flood and earthquake coverage, for not less than the full replacement cost. Property insurance deductibles are the sole responsibility of the Contractor and must be approved by LAWA.

10.2.4. Installation Floater. Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include LAWA as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.

10.2.5. Pollution Legal Liability Insurance. Contractor shall maintain Pollution Legal Liability Insurance providing coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The insurance shall cover cleanup, including cleanup of pollutants on and migrating away from the insured location, restoration, business interruption, and extra expense as a result of release of pollutants. Coverage shall apply to non-owned disposal sites and shall meet any requirements of proof of financial responsibility laws for underground storage tanks, if appropriate. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

10.2.6. Network Security and Privacy Liability Insurance (Cyber liability). Contractor shall maintain Network Security and Privacy Liability Insurance (Cyber liability) providing coverage sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of

electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

10.2.7. **Aircraft and Passenger Liability Insurance.** Contractor shall maintain Aircraft and Passenger Liability Insurance providing coverage for third party bodily injury and property damage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Limits will vary based on federal requirements, passenger and/or cargo capacity.

10.2.8. **Garage Keeper's Liability Insurance.** Contractor shall maintain Garage Keeper's Liability Insurance providing coverage that includes liability for loss or damage to vehicles which are the property of others and in the care, custody, or control of Contractor for storage, repair, or safekeeping.

10.2.9. **Hangar Keeper's Liability Insurance.** Contractor shall maintain Hangar Keeper's Liability Insurance providing coverage that includes liability for loss or damage to aircraft which are the property of others and in the care custody and control of Contractor for storage, repair, or safekeeping.

10.2.10. **Liquor Liability Insurance.** Contractor shall maintain Liquor Liability Insurance providing coverage that includes liability for claims arising from the sale or serving of alcohol on LAWA's premises. Coverage may be endorsed on the commercial general liability policy or through a stand-alone policy.

10.2.11. **Crime Insurance or Fidelity Bond Insurance.** Contractor shall maintain Crime Insurance or Fidelity Bond Insurance providing coverage for commercial crime insurance or a fidelity bond naming LAWA as a loss payee. The policy or bond shall cover theft, dishonesty, disappearance, forgery, alteration, and destruction caused by employee of Contractor.

10.3. **General Provisions:**

10.3.1. **Additional Insureds.** Contractor's insurance, with exception of workers compensation and professional liability, if required, shall name City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (referred to as "LAWA"), and its Board of Airport Commissioners, directors, officers, employees, their successors, and assigns as additional insureds.

10.3.2. **Primary Insurance.** Contractor's insurance shall be primary and non-contributory with any insurance maintained by LAWA and shall include cross liability or severability of interest, if applicable.

10.3.3. **Notice of Cancellation.** Contractor's insurance shall be endorsed to provide LAWA with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days notice of cancellation.

10.3.4. **Acceptability of Insurers.** All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by LAWA.

10.3.5. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention maintained by Contractor for any required coverage must be declared and approved by LAWA. LAWA reserves the right to request financial statements and Contractor agrees to be fully responsible for payment of any such deductibles or self-insured retentions.

10.3.6. **Insurance Compliance.** Contractor shall deliver to LAWA certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by LAWA. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Contractor will not receive a notice to proceed until LAWA has approved insurance. LAWA reserves the right to request copies of required insurance policies, as needed.

Certificate holder shall read:

City of Los Angeles, Department of Airports,
also known as Los Angeles World Airports
P. O. Box 92216
Los Angeles, CA 90009
ATTN: Risk Management Department

Should Contractor fail to obtain and maintain the required insurance, LAWA reserves the right, upon ten (10) days prior written notice to Contractor of its intention to do so, to obtain and maintain such insurance on behalf of Contractor. Contractor shall be responsible for all costs incurred with respect to such insurance obtained by LAWA, plus administrative overhead.

10.3.7. **Maintenance of Insurance.** Contractor shall maintain all required insurance throughout the entire duration of this Contract without any lapse in coverage or reduction in required limits. LAWA reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.

10.3.8. **Waiver.** Contractor agrees to waive all rights of recovery against LAWA, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against LAWA. Contractor is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired. Contractor waives all right of recovery or subrogation against LAWA regardless of cause of damage.

10.3.9. **Self-Insurance.** LAWA recognizes that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. Self-insurance shall not in any way limit liabilities assumed by Contractor under this Contract including

but not limited to naming LAWA as an additional insured and waiving rights of recovery. Any self-insurance shall be approved in writing by LAWA upon satisfactory evidence of financial capacity. Contractor obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insured retentions.

10.3.10. Subcontractors Insurance. Contractor shall require insurance of its subcontractors for the types and coverage limits appropriate for the exposure in consultation with LAWA. In no event shall the insurance required of the Contractor be reduced or altered by the coverage maintained by subcontractors.

CIVIL RIGHTS – TITLE VI ASSURANCES

Civil Rights – Title VI Assurances. In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.