

**SECOND AMENDMENT TO BENEFICIAL USE SERVICE AGREEMENT/
CONTRACT NUMBER DA-5260 BETWEEN THE CITY OF LOS ANGELES
AND SOLAR TURBINES INCORPORATED**

This **SECOND AMENDMENT TO BENEFICIAL USE SERVICE AGREEMENT/** CONTRACT NUMBER DA-5260 (“Amendment”) is made and entered into as of this ____ day of _____, 202_ by and between the **CITY OF LOS ANGELES** ("City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (“Department” or “LAWA”) and **SOLAR TURBINES INCORPORATED** ("Contractor").

RECITALS

WHEREAS, City and Contractor entered into Los Angeles World Airports Beneficial Use Service Agreement/Contract Number DA-5260 (the “Contract”) to provide maintenance coordination/planning, remote trouble shooting and support, Remote Monitoring & Diagnostics, on-site maintenance and component replacement, scheduled maintenance inspections, replacement parts and repairs, generator inspections and engine exchange/overhaul for the two (2) co-generation turbines in the Airport Utilities Control Unit at Los Angeles International Airport on February 14, 2018; and

WHEREAS, the original funding for the Contract was for an amount not to exceed Seven Million Two Hundred Twenty Seven Thousand Eight Hundred Sixty and 00/100 Dollars (\$7,227,860.00); and

WHEREAS, the Contract was amended on February 17, 2022 to add funding in the amount of Two Million and 00/100 Dollars (\$2,000,000.00) for an amended overall Contract amount not to exceed Nine Million Two Hundred Twenty Seven Thousand Eight Hundred Sixty and 00/100 Dollars (\$9,277,860.00); and

WHEREAS, the Contract was also amended to add Equal Benefits Ordinance and Iran Contracting Act of 2010 provisions to the Administrative Requirements of the Contract; and

WHEREAS, City wishes to increase the term of the Contract for one (1) year through February 13, 2024, with a single one (1) year renewal option, which will require the approval of both the Board and the Los Angeles City Council; and

WHEREAS, City also wishes to increase the not-to-exceed amount of the Contract from Nine Million Two Hundred Twenty Seven Thousand Eight Hundred Sixty and 00/100 Dollars (\$9,277,860.00) to Twelve Million Two Hundred Twenty Seven Thousand Eight Hundred Sixty and 00/100 Dollars (\$12,277,860.00); and

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Contract is HEREBY AMENDED AS FOLLOWS:

AMENDMENT

Amendment Section 1. Section 1.2 of the Contract titled “TERM” shall be amended and restated in its entirety as follow:

The term (“Term”) of this Agreement shall be for a period of seventy-two (72) months beginning on February 14, 2018, with a one (1) year renewal option thereafter, subject, however, to earlier termination as hereinafter specified in Section 4.5, “Termination.”

Amendment Section 2. Section 1.5 of the Contract titled “PRICING” shall be amended and restated in its entirety as follows:

Solar shall charge, and Customer shall pay, the prices and rates stated in Section 3.0 , ‘*Pricing and Commercial Considerations*’, but in no event, shall the total not-to-exceed amount of this contract exceed \$12,227,860.00.

Amendment Section 3. Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Contract, as amended.

Execution. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment 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 associate 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 Amendment, 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 Amendment 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 Amendment had been delivered that had been signed using a handwritten signature. All parties to this Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment 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 Amendment based on the foregoing forms of signature. If this Amendment 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; Signature Page Follows]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the CEO, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
Michael N. Feuer,
City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy City Attorney

By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST:

SOLAR TURBINES INCORPORATED

By: Wendy Hager
Signature

By: Dustin Smith
Signature
DocuSigned by: 0CB5890B817E40A

Wendy Hager
Print Name

Dustin Smith
Print Name

Assistant Secretary
Print Title

Director, CS sales
Print Title

