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CHEVRON ORONITE COMPANY LLC Field Test Evaluation 1000000034

The purpose of this Agreement is to set up roles and responsibilities of:

CITY OF EL PASO - SUN METRO ("City")
10151 Montana Ave, El Paso, TX 79925-1515

and

CHEVRON ORONITE COMPANY LLC ("Oronite")
100 Chevron Way, Richmond, California 94802-0627

Who are willing to run a field test at the referenced Test Site in buses equipped with Cummins L9N engines operated by the City using Oronite's three (3) crankcase test oils. This Agreement consists of three non-separable parts:

Part A: Field Test Plan FR-1004

Part B: Responsibilities of the Participants

Part C: Terms and Conditions

As the Field Test is in City's and Oronite's mutual interest, each party shall bear its respective costs and perform its usual responsibilities unless specifically stated otherwise in this Agreement.

This Agreement may be executed in counterparts, including through electronically exchanged signature pages (e.g. PDFs), each of which will be deemed an original, and all of which together will constitute one and the same instrument.

PART A - FIELD TEST PLAN FR-1004

ORGANIZATIONS AND CONTACTS

CHEVRON ORONITE COMPANY LLC:

Mr. Jimmy Pitta
Chevron Oronite Company LLC
100 Chevron Way, Rm. 60-1222
Richmond, CA 94802-0627
Telephone: (510) 242-3961
FAX: (510) 242-3173

CITY:

Mr. Dwayne Arnold, Assistant Director of Transit Operations
City of El Paso- Sun Metro
10151 Montana Ave
El Paso, TX 79925-1515
Telephone: 915-212-3332

NOTICES:

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

FOR CHEVRON ORONITE COMPANY LLC:

BUSINESS NOTICES:

Chevron Oronite Company LLC
Attention: Jimmy Pitta
100 Chevron Way, Rm. 50-2248
Richmond, CA 94802-0627

LEGAL NOTICES:

Chevron Oronite Company LLC
Attention: Oronite Technology Agreements
100 Chevron Way
Richmond, CA 94801

FOR CITY:

City of El Paso
Attention: City Manager
P.O. Box 1890
El Paso, Texas 79901

AND COPY TO:

City of El Paso- Mass Transit Department (Sun Metro)
Attention: Director
10151 Montana Ave
El Paso, TX 79925-1515

TEST PURPOSE

The purpose of this Field Test is to test engine crankcase oils in Natural Gas Bus service.

TEST SITE

The test fleet is located in El Paso, Texas.

TEST ENGINES

Cummins L9N engines

TEST OIL(S)

Three (3) types of test crankcase oil will be used in the test.

TEST DURATION

All Test Engines will acquire test mileage in bus service in the U.S. Projected test will run two (2) years for 100,000 miles per Test Engine.

TEST PROCEDURE

FLEET	CITY OF EL PASO - SUN METRO 10151 Montana Ave El Paso, TX 79925-1515
NUMBER OF UNITS A”), but no less than 19	As set forth in Exhibit A attached hereto (“Exhibit A”), but no less than 19
TYPE OF UNITS	Bus service
ENGINE TYPES	Cummins L9N
TEST DURATION	2 years and 100,000 Miles on each Test Engine
NUMBER OF OILS	3
DRAIN INTERVAL	24,000 miles (extend drains)
OIL SAMPLE INTERVALS	As specified below
INSPECTIONS	Engine inspections will be conducted on a limited number of units.
TUNE-UP INTERVALS	Other maintenance as described by manufacturers
MILEAGE ACCUMULATION OIL CONSUMPTION ALL MAINTENANCE ITEMS	Each to be reported monthly

TEST TIME

EVENT

1 st 24,000 test oil miles	TEST START: Drain fleet oil and change oil filters Fill with Test Oil, run for 20 minutes, drain Change filters and refill with Test Oil. Place appropriately colored stickers on vehicle and engine.
0	
6,000 miles	Sample, No Drain
12,000 miles	Sample, No Drain
18,000 miles	Sample, No Drain
24,000 miles	Drain + Sample
2 nd 24,000 test oil miles	
30,000 miles	Sample, No Drain
36,000 miles	Sample, No Drain
42,000 miles	Sample, No Drain
48,000 miles	Drain + Sample
3 rd 24,000 test oil miles	
54,000 miles	Sample, No Drain
60,000 miles	Sample, No Drain
66,000 miles	Sample, No Drain
72,000 miles	Drain + Sample
4 th 24,000 test oil miles	
78,000 miles	Sample, No Drain
84,000 miles	Sample, No Drain
90,000 miles	Sample, No Drain
96,000 miles	Drain + Sample
5 th 24,000 test oil miles	
102,000 miles	Sample, No Drain
108,000 miles	Sample, No Drain
114,000 miles	Sample, No Drain
120,000 miles	End of Test

**PART B -
RESPONSIBILITY OF PARTICIPANTS IN CARRYING OUT THE FIELD TEST PLAN**

A. ORONITE SHALL:

1. Inform City in writing of any Oronite designated representatives and any Oronite responsibilities subcontracted to others.
2. Pay invoices received from City for the following expenses:
 - Shipping costs for any program-related materials and Test Oil samples
 - Any additional oil test-related expenses. The determination of additional expenses will be mutually decided upon by Oronite and City personnel,
3. Provide Test Oils at no charge to City.
4. Ship sufficient quantities of the Test Oils, coded by Test Oil color, to City in a timely manner.
5. Supply sampling pumps, sample tubes, sample vials and tags for intermediate and drain sampling.
6. Repair Test Engines that suffer Test Oil related failures. The determination of Test Oil related failure will be mutually decided upon by Oronite and City personnel.
7. Oronite shall inform City and shall keep City of El Paso-Sun Metro informed of any handling hazards that Oronite is aware of regarding Test Samples.

B. City Shall:

1. Keep available the city buses powered by Cummins L9N engines specified in Exhibit A ("Test Vehicles") and permits to conduct engine crankcase oil tests. During term of this Agreement, City will not dispose of any Test Vehicles used in this Field Test without sixty (60) days' prior written notice to Oronite.
2. Color code the Test Engines with appropriate stickers and paint as directed by Oronite.
3. Install one sampling valve on each Test Vehicle.
4. Perform Work described under this Agreement for each Test Vehicle for a duration of at least two (2) years and at least 100,000 Test Oil miles.
5. Drain Test Oils, change oil filters and collect used oil samples in clean, labeled bottles as scheduled throughout the Field Test.
6. Mail used oil samples to Southwest Research Institute in San Antonio, Texas at Oronite's expense.

7. Coordinate use of proper Test Oils when changes or additions are required.
8. On a monthly basis, record test mileage accumulation, oil consumption and all maintenance items for each Test Vehicle and send to Oronite via email to: ["JIPI@chevron.com"](mailto:JIPI@chevron.com).
9. Report Test Vehicle malfunctions and guard against loss of test integrity.
10. Make Test Vehicles available for special tests such as Interim inspections as requested. "Interim inspections", as used in this Agreement, shall mean inspections performed outside of the regularly scheduled oil changes.
11. At the completion of Field Test, any remaining amounts of Test Oil shall be returned to Oronite or disposed of by City. City warrants that it will dispose of any Test Oil or any materials containing Test Oil that are not returned in an environmentally safe manner which complies with all applicable statutes and regulations.

PART C - TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The term "Work" as used in this Agreement means, unless the context otherwise requires, all work to be performed by City under this Agreement.
- 1.2 The term "Oronite" as used in this Agreement means Chevron Oronite Company LLC, a Delaware limited liability company, having a place of business at 100 Chevron Way, Richmond, California 94801.
- 1.3 The term "City" as used in this Agreement refers to City of El Paso, a home-rule municipal corporation in the State of Texas situated in El Paso County, acting through its mass transit department (Sun Metro).
- 1.4 The term "Test Sample(s)" and/or "Test Oil" refers to any lubricant, fuel, test fluid or any additive separately supplied or contained in said lubricant.

2. SCOPE

City shall provide facilities, personnel, and services necessary for prompt completion of Work, to the extent that City manpower is available.

3. CONFIDENTIALITY

- 3.1 City shall exercise all reasonable efforts to maintain in confidence and to avoid publishing or disclosing to others the subject matter of this Agreement and the results of the Work or any data or information obtained directly or indirectly from any party or resulting directly or indirectly from any of the Work without the prior written approval of Oronite.
- 3.2 In no event shall City analyze or cause to be analyzed any Test Sample(s) supplied by Oronite for the Work, nor shall City give, sell, or otherwise supply samples of any of said Test Sample(s) to others with the intent to determine the identity or composition of Test Sample(s).
- 3.3 Test Sample(s) will be received by City and maintained in confidence and City will not distribute all or any portion of Test Sample(s) to any third party, other than as provided in this Agreement, nor use Test Samples or allow Test Samples to be used for any purpose other than the stated Purpose of this agreement.
- 3.4 City shall return all unused portions of any Test Sample(s) or materials containing Test Sample(s) to Oronite at the end of the Work or dispose of them in an environmentally safe manner which complies with all applicable statutes and regulations.
- 3.5 Without written authorization, City shall not use Oronite's company name, logos, trademarks, or other trade indicia or identify a party as the source of any Test Sample(s).
- 3.6. Notwithstanding the provisions in this Section 3 or any other provision in this Agreement, Oronite acknowledges that City is a governmental entity subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). City will maintain the confidentiality of the proposed confidential and proprietary information to the extent permitted by law and agrees that, as required by the Act, it will notify Oronite if a request relating to such proprietary information is received. Oronite represents that it understands that the Act excepts from disclosure trade secrets and confidential commercial information and that it will need to assert its own proprietary interest as a basis for nondisclosure. Should Oronite assert its own proprietary interest in any trade secrets and/or confidential information under this Section 3, City agrees not to discuss or disclose such trade secrets and/or confidential information. In the event that City must disclose any Company confidential and proprietary information under the Act, City agrees to provide only the portion of Company information necessary to comply with the Act, provided that any Company information so disclosed shall be afforded confidential protection for all purposes other than to comply with the Act.

4. LIABILITY

- 4.1 Oronite shall be responsible for any damage and/or repairs to test engines used in the Work provided such damage and/or repairs can be shown to result specifically from use of any Test Sample(s) or other materials supplied to City by Oronite. Oronite shall not be responsible or pay for any other damage and/or repairs to test engines used in the Work unless specifically agreed to in writing by Oronite. Oronite's totally liability under this Field Test Agreement shall not exceed fifty thousand U.S. dollars (\$50,000.00) per engine.

4.2 Except for damages arising from breach of Section 3, neither party shall be liable to the other hereunder for any special, indirect, or consequential damages suffered by the other party.

5. ASSIGNABILITY

This Agreement may not be assigned by either party in whole or in part without the prior written consent of the other party, except that Oronite may assign this Agreement in connection with a transfer or assignment of substantially the entire business to which this Agreement pertains, with prior notice to the City.

6. ENTIRE AGREEMENT

This Agreement is executed and delivered with the understanding that it represents the entire agreement between the parties and supersedes all prior representations, warranties, or agreements written or oral between the parties relating to the Field Test. The terms of this Agreement may not be changed or amended except in a written document signed by authorized representatives of both parties.

7. FORCE MAJEURE

Strikes, fires, accidents, or other causes beyond the reasonable control of either party shall constitute valid ground for suspension of Work called for in this Agreement by either party. The party suspending Work shall promptly inform the other party orally followed by a writing of such suspension and the reasons why.

8. INDEPENDENT CONTRACTOR

Each party warrants that it is an independent contractor having its own place of business and that no tax assessment or legal liability of one party or of its agents or employees becomes by reason of this Agreement an obligation of the other party. Each party is to retain complete control over and responsibility for its own operations and employees. Nothing in this Agreement shall be construed to constitute either party as a partner, joint venture, agent, or representative of the other. Neither party shall have the right or authority to assume or create any obligation on behalf of or in the name of the other; to accept legal process for the other; or to bind the other in any manner whatsoever.

9. RECORDS

9.1 City shall maintain true and correct records in connection with the Work to be performed by City under this Agreement and shall retain all such records for at least twelve (12) months after termination of the Work.

9.2 Oronite may from time to time after the effective date of this Agreement and until twelve (12) months after termination of the Work under this Agreement have the right to make an audit, during normal business hours, of all records of City in connection with any and all payments made on a cost reimbursement basis and which are related to the Work. Upon completion of this audit, Oronite shall pay City any compensation due hereunder as shown by the audit. Any amount by which the total payment by Oronite to City exceeds the amount due to City as shown by the audit shall be returned to Oronite. Oronite shall give 30 day written notice of any such audit and all cost will be borne by Oronite.

9.3 No director, employee, or agent of City, or any subcontractor or vendor of City, shall give or receive any commission, fee, rebate, or gift or entertainment of significant cost or value in connection with the Field Test, or enter into any business arrangement with any director, employee, or agent of Oronite or its Affiliates, other than as a representative of Oronite or its Affiliates, without Oronite's prior written approval. City shall promptly notify Oronite of any violation of this Section and any consideration received as a result of such violation shall be paid to Oronite. Any representatives authorized by Oronite may audit any and all records of City related to this agreement and any such subcontractor or vendor for the sole purpose of determining whether there has been compliance with this Section. City shall assist Oronite in performing the aforementioned audits, and shall require that all of its subcontractors and vendors performing Project work comply with the provisions set forth in this Section. Oronite shall give 30 day written notice of any such audit and all cost will be borne by Oronite.

9.4 No director, employees, agents or subcontractors of either party, or their employees or agents, shall make any payment or give anything of value to any official of any government or public international organization (including any officer or employee of any government department, agency or instrumentality) to influence his or its decision, or to gain any other improper advantage for the party in connection with the work performed hereunder. A party shall immediately notify the other party of any violation of this section and shall immediately reimburse the other party out of any and all monies paid, an amount equal to the amount of the payment or the value of the gift to such an official which gives rise to such violation. The notifying party shall hold the other

party harmless for all losses and expenses arising out of such violation. In the event of any violation of this section the notified Party, may, at its sole option, terminate this agreement at any time and notwithstanding any other provision of this agreement, pay no compensation or reimbursement to the notifying party whatsoever for any service performed after the date of such violation. The parties and their subcontractors and vendors of any tier shall maintain true and correct records in connection with the Work and all transactions related thereto and shall retain all such records for at least twelve (12) months after termination of this Agreement.

9.5 City shall assist in making any of the above audits pursuant to 9.2 and/or 9.3.

10. EXPENSES AND REIMBURSEMENTS

10.1 As the Field Test is in City and Oronite's mutual interests, each shall bear its respective costs and perform its usual responsibilities unless specifically stated otherwise in this Agreement.

10.2. Excluding Oronite's liability as defined in 4.1, the maximum amount payable by Oronite to City for the work under this Agreement shall not exceed a total of twenty-five thousand dollars (\$25,000.00) without prior written approval of Oronite.

11. TERM AND TERMINATION

11.1 This Agreement shall start on the date of the last signature to this Agreement. It is expected the work performed under this Agreement will continue until September 1, 2029. In any event, this Agreement shall terminate on September 1, 2029, unless extended by written agreement of the parties, or unless terminated earlier as set forth in 11.2 below.

11.2 City and Oronite each retain the right to terminate this Agreement for any reason, by providing the other party with sixty (60) days written notice of such termination.

11.3 Oronite and City's obligations with respect to Articles 3, 4, and 9 shall survive the expiration or any termination of this Agreement.

12. SAFETY AND THE ENVIRONMENT

Upon completion of Field Test or upon earlier request by Oronite, City shall, at Oronite's option, either destroy or return to Oronite or its designee all unused Test Samples or materials containing Test Samples. Costs associated with the return of such Test Samples, will be at Oronite's expense. City shall destroy in an environmentally safe manner in compliance with all applicable statutes and regulations all Test Samples or materials containing Test Samples that are not returned to Oronite.

13. RESERVED

14. GOVERNMENT CLAUSES

To the extent applicable to this Contract, the following clauses contained in the Code of Federal Regulations are incorporated herein by reference: 48 C.F.R. §52.203-6 (Subcontractor Sales to Government); 48 C.F.R. §52.203-7 (Anti-Kickback Procedures); 48 C.F.R. §52.219-8 and 52.219-9 (Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan); 48 C.F.R. §22.804-1 and 52.222-26 and 41 C.F.R. §60-1.4 (Equal Opportunity); 48 C.F.R. §52.222-35 and 52.222-37 and 41 C.F.R. §60-250.4 (Disabled and Vietnam Era Veterans); 48 C.F.R. §52.222-36 and 41 C.F.R. §60-741.5 (Handicapped Workers); 48 C.F.R. §52.223-2 (Clean Air and Water); 48 C.F.R. §52.223-3 (Hazardous Material Identification and Material Safety Data); 48 C.F.R. §52.223-14 (Toxic Chemical Release Reporting); 48 C.F.R. §52.225-1.1 (Restrictions on Certain Foreign Purchases); and 48 C.F.R. §52.227-1 and 52.227-2 (Patent Authorization & Infringement). City covenants that none of its employees, or employees of its subcontractors, who provide services to City pursuant to this Contract are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986. City shall insert the substance of the foregoing provisions of this Section 9 into all non-exempt subcontracts or purchase orders as required.

15. GOVERNING LAW

This Agreement and its interpretation, performance, and enforcement shall be governed by the laws of the State of Texas, U.S.A., without regard to conflict of law principles. All disputes relating to this Agreement or the Negotiations shall be submitted to the exclusive jurisdiction of the courts of either (a) El Paso County in the

State of Texas or (b) the U.S. District Court for the Western District of Texas. Venue shall lie in El Paso County, Texas. City is entering into this agreement in the exercise of its governmental functions.

16. INSURANCE

Each party shall maintain all insurance that is required by applicable law. The policy limits of such insurance shall not limit or reduce either party's liability to each other under this Agreement.

17. DATA PRIVACY

City will comply with all reasonable requests of Oronite with respect to protecting personal data of Oronite employees, customers, and suppliers it receives in connection with its performance of the Work or services, including following Oronite's instructions in connection with processing such personal data; implementing adequate security measures to protect such personal data; not disclosing such personal data to any third party without Oronite's written permission; and complying with all applicable data privacy laws. Notwithstanding the above, the Parties acknowledge that City is a governmental entity subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). City will maintain the confidentiality of any proposed confidential and proprietary information to the extent permitted by law and agrees that if City is required to disclose such information by applicable law or order of any administrative or judicial proceeding, City shall promptly notify Oronite so that Oronite may seek a protective order. If a protective order is not obtained, City will only disclose that portion of such information which, in the reasonable opinion of Oronite, is required to be disclosed, provided that any Oronite information so disclosed shall be afforded confidential protection and compliance with this Article 17 for all purposes other than such disclosure under the Act. Oronite represents that it understands that the Act excepts from disclosure trade secrets and confidential commercial information and that it will need to assert its own proprietary interest as a basis for nondisclosure.

18. EXPORT CONTROL AND TRADE SANCTIONS

Confidential information and Test Sample(s) are subject to U.S. Export Administration Regulations and U.S. trade sanctions. City shall comply with U.S. Export Administration and trade sanctions applicable to City's use of the confidential information and Test Sample(s).

19. PROHIBITED PARTIES AND TRANSACTIONS

City represents and warrants that neither it nor any City member performing Work are (A) subject to economic sanctions or any trade restrictions imposed by the U.S. government or any other applicable jurisdiction, (B) listed on any U.S. restricted parties list, including the U.S. Treasury Department List of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, or any similar restricted parties list under applicable law, or (C) debarred, excluded, or declared ineligible to participate in U.S. government contracts, grants, or other programs financed in whole or part by the U.S. government (collectively "Restricted Parties"). Upon learning that City member is a Restricted Party, City shall promptly, and in no event later than 90 days, notify Oronite. City shall promptly take such steps as may be necessary to remove such designation or debarment and, pending such removal, terminate performance of this Agreement by any such City member. City personnel performing Work must not be citizens of countries subject to comprehensive U.S. trade sanctions without Oronite's prior written consent. City shall not release Oronite information to any country that is the subject of economic sanctions or trade restrictions imposed by the U.S. government or any other applicable jurisdiction.

[SIGNATURES ON THE FOLLOWING PAGE]

EXECUTED THIS ____ DAY OF _____, 2026.

CITY OF EL PASO, TEXAS:

Dionne L. Mack
City Manager

APPROVED AS TO CONTENT:

Jerry DeMuro Deputy Transit Officer for
Anthony R. Dekeyzer, Director
Sun Metro/Mass Transit Department

APPROVED AS TO FORM:

Joyce Garcia
Joyce Garcia
Assistant City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

08-Jun-2026

EXECUTED THIS _____ DAY OF _____ 2026.

CHEVRON ORONITE COMPANY LLC:

Signed by:

014ACB78EDB47F...
By: Amir Maria

Vice President, Technology

EXHIBIT A**Test Vehicles:**

Bus #	VIN	Year	Model
24301	5FYC8KB18SF110883	2024	NEW FLYERS XN35LF
24302	5FYC8KB1XSF110884	2024	NEW FLYERS XN35LF
24303	5FYC8KB11SF110885	2024	NEW FLYERS XN35LF
24304	5FYC8KB13SF110886	2024	NEW FLYERS XN35LF
24306	5FYC8KB17SF110888	2024	NEW FLYERS XN35LF
24307	5FYC8KB19SF110889	2024	NEW FLYERS XN35LF
24308	5FYC8KB15SF110890	2024	NEW FLYERS XN35LF
24309	5FYC8KB17SF110891	2024	NEW FLYERS XN35LF
24310	5FYC8KB19SF110892	2024	NEW FLYERS XN35LF
24311	5FYC8KB10SF110893	2024	NEW FLYERS XN35LF
24312	5FYC8KB12SF110894	2024	NEW FLYERS XN35LF
24313	5FYC8KB14SF110895	2024	NEW FLYERS XN35LF
24314	5FYC8KB16SF110896	2024	NEW FLYERS XN35LF
24315	5FYC8KB18SF110897	2024	NEW FLYERS XN35LF
24316	5FYC8KB1XSF110898	2024	NEW FLYERS XN35LF
24317	5FYC8KB11SF110899	2024	NEW FLYERS XN35LF
24318	5FYC8KB14SF110900	2024	NEW FLYERS XN35LF
24319	5FYC8KB16SF110901	2024	NEW FLYERS XN35LF
24320	5FYC8KB18SF110902	2024	NEW FLYERS XN35LF