

FIRST AMENDMENT TO CONTRACT DA-5455 BETWEEN THE CITY OF LOS ANGELES AND DELTA AIR LINES, INC. FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF POWER REDUNDANCY UPGRADES FOR TERMINALS 2 & 3 AT LOS ANGELES INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT TO CONTRACT NO. DA-5455, (the "First Amendment"), is made and entered into this _____ day of _____, 20____, by and between the CITY OF LOS ANGELES, a municipal corporation, ("City") acting by order of and through its Board of Airport Commissioners ("Board") and DELTA AIR LINES, INC. ("Delta").

RECITALS

WHEREAS, City's Department of Airports known formally as Los Angeles World Airports ("LAWA") is responsible for the management and administration of this Contract; and

WHEREAS, the Board awarded Contract No. DA-5455, for reimbursement of costs associated with the design and construction of "Power Redundancy Upgrades for Terminals 2 & 3" (hereinafter referred to as "Project");

WHEREAS, the original term of the Contract No. DA-5455 was for three (3) years, expiring no later than the third anniversary date of the Notice to Proceed, issued on July, 15, 2020;

WHEREAS, the Parties desire now to extend the term of the Contract No. DA-5455 by one (1) year;

NOW, THEREFORE, in consideration of the promises, and of the terms, covenants, and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that Contract DA-5455 be further amended as follows:

Amendment Section 1. Section 3.0 of Contract No. DA-5455 is amended and restated in its entirety to read:

Section 3.0 Term. This Agreement shall commence upon the City's issuance of Notice to Proceed with the Work and shall be Substantially Complete by September 29, 2023; however, in no event shall the term of this Agreement extend past July 15, 2024, four (4) years after the Notice to Proceed, unless amended, subject to earlier termination as provided in Section 16.0 of this Agreement.

Amendment Section 2. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First 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 No. DA-5455, as amended.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the day and year first above written.

APPROVED AS TO FORM:
Michael N. Feuer / *Hydee Feldstein Soto*
City Attorney

CITY OF LOS ANGELES

Date: 1/4/2023

By _____
Chief Executive Officer
Los Angeles World Airports

By: *Greg Ross*
Deputy City Attorney

By _____
Chief Financial Officer
Los Angeles World Airports

ATTEST:

DELTA AIR LINES, INC

By *Alan T. Rosset*
Assistant Secretary (Signature)

By: *K. Mark Pearson*
Signature

Alan T. Rosset
Print Name

K. Mark Pearson
Vice President - Corporate Real Estate

Print Title

