

**FIRST AMENDMENT TO CONTRACT NO. DA- 5640
BETWEEN THE CITY OF LOS ANGELES AND VISTA PAINT CORPORATION
FOR SUPPLY AND DELIVERY OF RETRO-REFLECTIVE GLASS BEADS AT
LOS ANGELES INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT**

This **FIRST AMENDMENT** to **CONTRACT NUMBER DA-5640** (“this First Amendment”) is made and entered into as of this _____ day of _____, 2025 by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) of the Department of Airports (hereinafter referred to “**Department**” or “**LAWA**”), and **VISTA PAINT CORPORATION** (hereinafter referred to as “**Vendor**”), with reference to the following:

RECITALS

WHEREAS City and Vendor entered into the Los Angeles World Airports Contract Number DA-5640 (“Contract”) for Supply and Delivery of Retro-reflective Glass Beads at Los Angeles International Airport and Van Nuys Airport (collectively referred to as, “Airports”); and

WHEREAS the original term of the Agreement was for three (3) years commencing; and

WHEREAS the original Contract award was for the not-to-exceed amount of Two Million Seven Hundred Ninety Thousand and 00/100 Dollars (\$2,790,000.00); and

WHEREAS the Parties both agree to increase the Contract for a period of two (2) additional years, for a total of five (5) years; and increase the contract not-to-exceed amount by an additional One Million Eight Hundred Sixty Thousand and 00/100 Dollars (\$1,860,000.00), from Two Million Seven Hundred Ninety Thousand and 00/100 Dollars (\$2,790,000.00), for a total of Four Million Six Hundred Fifty Thousand and 00/100 Dollars (\$4,650,00.00), which will require the approval of the Board of Airport Commissioners and the Los Angeles City Council; and

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

AMENDMENT

1. Section 3.1 is hereby deleted in its entirety and replaced with the following:

3.1 The term of this contract shall commence on the Effective Date stated above and shall expire no later than five (5) years thereafter, subject, however, to earlier termination pursuant to the terms of this Contract.

2. Section 4.1 is hereby deleted in its entirety and replaced with the following:

4.1 For the subject Retro-Reflective Beads and other Materials and Items provided, for all costs, direct or indirect, and for all expenses incurred by Vendor pursuant to this Contract, City shall pay Vender as per the terms of the contract and the amounts stated in Vendor's bid, which no event shall exceed the sum of Four Million Six Hundred Fifty Thousand and 00/100 Dollars (\$4,650,00.00). Vendor shall submit to City requests for payment of the amount due after Vendor's supply of and after LAWA's acceptance of and satisfaction with the Beads, etc., provided.

3. A new Section 24.0 shall be added as follows:

Section 24.0 Other Requirements and Provisions

24.1 Civil Rights – General; 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.

24.1.1 Civil Rights – General – 49 USC § 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 identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

24.1.1.1 *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.*

24.1.2 Civil Rights – Title VI Assurances – 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. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit C, 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 C:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements
- c. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program
- d. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

24.1.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection 24.1. 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.

24.1.4 Contractor agrees that it shall insert the provisions found in Subsections 24.1.1 and 24.1.2, inclusive of Exhibit C 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.

4. Miscellaneous.

4.1 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 Contract No. DA-5640, except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5640, and all amendments thereto, shall remain in full force and effect.

4.2. This First Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by its Chief Executive Officer, or his or her authorized signatory, and Consultant 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:

Hydee Feldstein Soto,
City Attorney

CITY OF LOS ANGELES

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

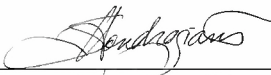
Date: _____

By: _____
Deputy City Attorney

Chief Executive Officer
Department of Airports

By _____
Chief Financial Officer
Department of Airports

ATTEST:

By  _____
Witness ~~Secretary~~ (Signature)

Stephanie Hondrogiannis

Print Name

VISTA PAINT CORPORATION

By  _____
Signature

Don Modglin

Print Name

Vice President, Sales/Marketing/Stores

Print Title

[SEAL]

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.