

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: September 17, 2025

CAO File No. 0150-13052-0000

Council File No.

Council District: 6, 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Correspondence from the Los Angeles World Airports Board of Airport Commissioners dated August 21, 2025 and August 25, 2025; referred by the Mayor for a report on August 25, 2025

Subject: **RESOLUTION NO. 28222 AND PROPOSED FIRST AMENDMENT TO CONTRACT NO. DA-5640 BETWEEN LOS ANGELES WORLD AIRPORTS AND VISTA PAINT CORPORATION FOR THE SUPPLY AND DELIVERY OF RETRO-REFLECTIVE GLASS BEADS**

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### RECOMMENDATION

1. Approve Los Angeles World Airports (LAWA) Board Resolution No. 28222 authorizing a First Amendment to Contract No. DA-5640 with Vista Paint Corporation for the supply and delivery of retro-reflective glass beads by:
  - a. Increasing the total contract compensation by \$1,860,000, from \$2,790,000 to \$4,650,000; and,
  - b. Extending the current term by two years, from May 30, 2026 to May 29, 2028 for a total term of 115 months;
2. Adopt the June 13, 2025 Board of Airport Commissioners determination in Resolution No. 28222 that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2(f) of the Los Angeles City CEQA Guidelines; and,
3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed First Amendment upon approval as to form by the City Attorney and approval by the Council.

### SUMMARY

The Los Angeles World Airports (LAWA, Department) Board of Airport Commissioners (Board) requests approval of its August 25, 2025 Resolution No. 28222, authorizing a proposed First Amendment (Amendment) to Contract DA-5640 (Contract) with Vista Paint Corporation (Vista Paint) for the supply and delivery of retro-reflective glass beads to create reflective paint at the Los Angeles International and Van Nuys Airports (LAX and VNY, respectively). Approval of the Amendment will extend the current term that expires May 29, 2026 for two years, from May 30,

2026 to May 29, 2028 and increase the total compensation by \$1,860,000, from \$2,790,000 to \$4,650,000. This will allow for continued maintenance on roadways, taxiways, and other areas that require reflective surface markings. The Amendment also updates Civil Rights Title VI Assurances. Except as stated in the Amendment, all other terms and conditions remain the same.

The proposed Amendment is subject to approval as to form by the City Attorney. Pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5(b), Council approval is required as the cumulative term exceeds three years. Our Office has reviewed the request and recommends approval.

## **BACKGROUND**

Retro-reflective glass beads are used in the application of paint on the airfields, surrounding roadways, and parking facilities at both LAX and VNY. The beads enhance the visibility of surface markings by increasing how much the paint reflects back in low lighting, low visibility, and wet weather conditions. The beads comply with the Federal Aviation Administration's regulations, United States Department of Transportation requirements, and the California Manual on Uniform Traffic Control Devices guidebook. Since the beads are part of surface paint which is subject to regular wear and tear by vehicles and airplanes, regular inspections and refreshes are required to maintain safety at the airports. On average, LAWA uses approximately 27,000 gallons of paint for this purpose on an annual basis. Each gallon of paint requires 10 pounds of beads for a total of 270,000 pounds of beads needed each year.

*Original Contract DA-5640* – On January 12, 2023, LAWA released Request for Bids No. 121-090 for the supply and delivery of retro-reflective glass beads. Two bids, Vista Paint and Statewide Traffic Safety and Sign, were received. LAWA staff evaluated the bids based on cost and determined that Vista Paint to be the lowest responsive bidder. On May 18, 2023, the Board approved a three-year Contract with a cost not-to-exceed \$2,790,000 with Vista Paint to provide retro-reflective beads. To date, approximately \$1.71 million in expenditures has been spent. The Contract expires on May 29, 2026.

*Proposed First Amendment* – On August 21, 2025 and August 25, 2025, the Board approved a proposed First Amendment to the Contract to extend the term by two years, from May 30, 2026 to May 29, 2028 and increase the total contract authority by \$1,860,000, from \$2,790,000 to \$4,650,000. The increased contract authority will provide enough beads for approximately 64,000 gallons of paint (640,000 pounds of beads) and covers the amount needed for paint refreshes over the next two years. Extending the term and increasing the contract authority will allow for continued maintenance of paint markings and compliance with regulatory requirements at the airports.

The proposed Amendment also adds a new section to the Contract entitled *Other Requirements and Provisions*. Included in the new section is language regarding compliance with Title VI of the Civil Rights Act of 1964.

*Alternatives Considered* – There are no viable alternatives to the proposed First Amendment with Vista Paint. The Department states that amending the Contract is preferable to initiating a new

competitive process due to the current economic climate which includes supply chain disruptions and increased material costs. If the Amendment is not approved, reflective paint areas will not be refreshed resulting in non-compliance with regulations and potential safety hazards.

## **CITY COMPLIANCE**

*Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veterans Business Enterprise (DVBE) Participation* – The Department did not set any participation goals as no subcontracting opportunities were identified. Vista Paint is a certified LBE and proposed a discount of \$33,138 was included in the bid documents.

*Charter Section 1022* – On May 18, 2025, the Board approved the LAWA staff report stating that approval of the Contract was not subject to Charter Section 1022 provisions.

*California Environmental Quality Act (CEQA)* – As the Amendment is a continuing administrative, maintenance, and personnel-related activity, the Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to the Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

The underlying Contract includes provisions to ensure compliance with applicable City ordinances, contracting, and insurance requirements. The proposed First Amendment is subject to approval as to form by the City Attorney. In accordance with Charter Section 373 and Administrative Code Section 10.5(b), the proposed Amendment requires Council approval because the cumulative term exceeds three years. Our Office recommends approval.

## **FISCAL IMPACT STATEMENT**

Approval of the proposed First Amendment to Contract DA-5640 with Vista Paint Corporation for the supply and delivery of retro-reflective glass beads will have no impact on the General Fund. The two-year extension will increase the total contract authority by \$1,860,000 from \$2,790,000 to \$4,650,000. Funding is programmed under LAWA's Cost Center 1150042 - Airside Maintenance & Repair, Commitment Item 522 - Materials and Supplies. Funding for subsequent years is subject to approval of the annual budget. The recommendations in this report comply with the Los Angeles Airports' adopted Financial Policies.

Attachment 1 – Board of Airport Commissioners Report, Resolution No. 28222, and proposed First Amendment with Vista Paint Corporation.



August 25, 2025

The Honorable Karen Bass  
Mayor, City of Los Angeles  
City Hall – Room 303  
Los Angeles, CA 90012

ATTN: Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass  
Mayor

Board of Airport  
Commissioners

Karim Webb  
President

Matthew M. Johnson  
Vice President

Vanessa Aramayo  
Courtney La Bau  
Victor Narro  
Nicholas P. Roxborough  
Valeria C. Velasco

John Ackerman  
Chief Executive Officer

RE: Request to adopt the following report and approve the First Amendment to Contract No. DA-5640 with Vista Paint Corporation

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to adopt the following report and approve the First Amendment to Contract No. DA-5640 with Vista Paint Corporation for the supply and delivery of retro-reflective glass beads for Los Angeles World Airports, extending the term by two years to May 29, 2028, and increasing the contract authority by \$1,860,000 for a revised not-to-exceed amount of \$4,650,000.

City Council approval is required pursuant to Section 373 of the Los Angeles City Charter.

Sincerely,

A handwritten signature in black ink, appearing to read "Becca Doten", with a stylized flourish at the end.

Becca Doten  
Chief of Staff

BD:MSA:ksf





Item Number  
**7**

## Report to the BOARD OF AIRPORT COMMISSIONERS

<b>Approver:</b> <u>Douglas Webster</u> Douglas Webster (Aug 6, 2025 17:14:20 PDT) Rick Connolly, Deputy Executive Director Facilities Management Division	<b>Meeting Date</b> 8/21/2025			
	<b>Needs Council Approval:</b> <input checked="" type="checkbox"/> Y			
<b>Reviewer:</b> <u>Brian C. Ostler</u> Brian C. Ostler, City Attorney  <u>John Ackerman</u> John Ackerman, Chief Executive Officer	<b>Reviewed for/by</b>	<b>Date</b>	<b>Approval Status</b>	<b>By</b>
	Finance	8/1/2025	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
	CEQA	7/29/2025	<input checked="" type="checkbox"/> Y	AG
	Procurement	7/29/2025	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	KK
	Guest Experience	7/29/2025	<input checked="" type="checkbox"/> Y	TB
	Strategic Planning	8/5/2025	<input checked="" type="checkbox"/> Y	BNZ

### SUBJECT

Request to adopt the following report and approve the First Amendment to Contract No. DA-5640 with Vista Paint Corporation for the supply and delivery of retro-reflective glass beads for Los Angeles World Airports, extending the term by two years to May 29, 2028, and increasing the contract authority by \$1,860,000 for a revised not-to-exceed amount of \$4,650,000.

### DISCUSSION

#### 1. Purpose

The proposed amendment allows an additional two years for the purchase and delivery of Type I and Type III retro-reflective glass beads to be used when applying paint markings on runways, taxiways, various air operations areas, surrounding roadways, and parking facilities.

#### 2. Prior Related Actions/History of Board Actions

- **May 18, 2023 – Resolution No. 27727 (DA-5640)**

The Board of Airport Commissioners approved the award of a three-year contract to Vista Paint Corporation (Vista) for the supply and delivery of retro-reflective beads for Los Angeles World Airports, for an amount not to exceed \$2.8 million. This contract expires on May 29, 2026.

#### 3. Background

The Facilities Management Division (FMD) is responsible for the maintenance and application of



paint markings on runways, taxiways and other aircraft operation areas. The FMD staff apply retro-reflective glass beads on the airfield in order to improve visibility in low-light situations and improve the friction characteristics of the paint markings, in accordance with Federal Aviation Administration (FAA) Circular 150/5340-1M (Standards for Airport Markings).

#### **4. Current Action/Rationale**

The types of retro-reflective glass beads procured through Vista enhance visibility of surface markings during low-visibility and wet weather conditions. The FMD staff actively inspect and refresh airfield and landside markings as part of LAWA's maintenance program. The periodic painting and refreshing of airfield markings is essential to comply with FAA regulations as well as U.S. Department of Transportation regulations.

Amending the existing contract, rather than initiating a new competitive bidding process, is a more efficient and cost-effective approach given the current economic climate. Factors such as global supply chain disruptions, increased material costs, and tariffs have created pricing volatility.

Vista also is a Certified Local Business Enterprise (LBE) with the City of Los Angeles, further supporting the City's commitment to engaging qualified local vendors.

#### **5. Fiscal Impact**

Costs incurred under this contract will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues.

### **APPROPRIATIONS**

Funds for this contract are available in the Fiscal Year 2025-2026 Los Angeles World Airports Operating Budget in Cost Center 1150042 – Airside Maintenance & Repair, Commitment Item 522 – Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget process.

### **STANDARD PROVISIONS**

The Board is hereby requested to adopt staff's determination that this item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.

The Board is hereby further requested to authorize the Chief Executive Officer, or designee, to execute said amendment to the contract with Vista Paint Corporation subject to approval as to form by the City Attorney and approval of the Los Angeles City Council.

Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.

August 25, 2025

The Honorable City Council  
of the City of Los Angeles  
(via email)

*Subject: First Amendment to Contract DA-5640 with Vista Paint Corporation*

LAX

Van Nuys

City of Los Angeles

Karen Bass  
Mayor

Board of Airport  
Commissioners

Karim Webb  
President

Matthew M. Johnson  
Vice President

Vanessa Aramayo  
Courtney La Bau  
Victor Narro  
Nicholas P. Roxborough  
Valeria C. Velasco

John Ackerman  
Chief Executive Officer

Enclosed for your consideration is the First Amendment to Contract DA-5640 with Vista Paint Corporation, that was approved by the Board of Airport Commissioners at its August 21, 2025 meeting. There is no impact to the General Fund.

**RECOMMENDATIONS FOR CITY COUNCIL:**

1. Concur with said Board's adoption of staff's determination that the item is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; and
2. Approve the First Amendment to Contract DA-5640 with Vista Paint Corporation, to extend the term through May 29, 2028 and increase the contract authority by \$1,860,000, for new total not to exceed \$4,650,000, covering supply and delivery of retro-reflective glass beads for Los Angeles World Airports; and
3. Further concur with said Board's action on August 21, 2025, by Resolution 28222, authorizing the Los Angeles World Airports Chief Executive Officer, or designee, to execute said First Amendment to Contract DA-5640 with Vista Paint Corporation.

This document and its attachments are advisory only and do not constitute a complete and official submittal to the City Council. The official submittal, including this document and its attachments, will be submitted electronically to the City Council and the Council File Management System pursuant to Charter Section 373 via the City Clerk's website when the file is complete.

Very truly yours,



Esther N. Alailima Semeatu, Commission Executive Assistant I  
BOARD OF AIRPORT COMMISSIONERS

Enclosures

cc: CAO (Airport Analyst), e-file  
CLA (Airport Analyst), e-file



**RESOLUTION NO. 28222**

WHEREAS, on recommendation of Management, there was presented for approval, the First Amendment to Contract No. DA-5640 with Vista Paint Corporation for the supply and delivery of retro-reflective glass beads for Los Angeles World Airports, extending the term by two years to May 29, 2028, and increasing the contract authority by \$1,860,000 for a revised not-to-exceed \$4,650,000; and

WHEREAS, the amendment allows and additional two (2)-years for the purchase and delivery of Type I and Type III retro-reflective glass beads to be used when applying paint markings on runways, taxiways, various air operations areas, surrounding roadways, and parking facilities; and

**LAX**

**Van Nuys**

**City of Los Angeles**

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John Ackerman  
Chief Executive Officer

WHEREAS, the Facilities Management Division (FMD) is responsible for the maintenance and application of paint markings on runways, taxiways, and other aircraft operation areas. The FMD staff apply retro-reflective glass beads on the airfield in order to improve visibility in low-light situations and improve the friction characteristics of the paint markings, in accordance with Federal Aviation Administration (FAA) Circular 160/5340-1M (Standards for Airport Markings); and

WHEREAS, the types of retro-reflective glass beads procured through Vista enhance visibility of surface markings during low-visibility and wet weather conditions. The FMD staff actively inspect and refresh airfield and landside markings as part of LAWA's maintenance program. The periodic painting and refreshing of airfield markings is essential to comply with FAA regulations as well as U.S. Department of Transportation regulations; and

WHEREAS, amending the existing contract, rather than initiating a new competitive bidding process, is a more efficient and cost-effective approach given current economic climate. Factors such as global supply chain disruptions, increased material costs, and tariffs have created pricing volatility; and

WHEREAS, Vista also is a Certified Local Business Enterprise (LBE) with the City of Los Angeles, further supporting the City's commitment to engaging qualified local vendors; and

WHEREAS, funds for this contract are available in the Fiscal Year 2025-2026 Los Angeles World Airports Operating Budget in Cost Center 115--42 - Airside Maintenance & Repair, Commitment Item 522 - Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 737;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the staff report; further adopted staff's determination that this item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; approved the First Amendment to Contract No. DA-5640 with Vista Paint Corporation for the supply and delivery of retro-reflective glass beads for Los Angeles World Airports, extending the term by two years to May 29, 2028, and increasing the contract authority by





\$1,860,000 for a revised not-to-exceed \$4,650,000; the Board is hereby further requested to authorize the Chief Executive Officer, or designee, to execute said amendment to the contract with Vista Paint Corporation subject to approval as to form by the City Attorney and approval of the Los Angeles City Council.

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I hereby certify that this Resolution No. 28222 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, August 21, 2025.

A handwritten signature in blue ink, reading "Esther N. Alailima Semeatu".

Esther N. Alailima Semeatu – Secretary  
BOARD OF AIRPORT COMMISSIONERS

**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.

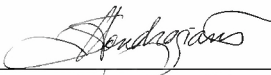
Date: \_\_\_\_\_

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.