



UNIVERSITY OF CALIFORNIA

Amendment to Agreement

This Amendment #1 to Agreement UCOP# 2020002143 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

1. Attachment B – University of California Price Schedule will be amended to include a new column for the National Market offering.
2. Section 4.A.i Price Increases shall read:
After the first twelve (12) months of the term, and annually thereafter, of any resulting contract, the Supplier will have an opportunity to submit price increases for the UC System. Price increases may only be made once a year, in writing, 60 days in advance of the contract anniversary date. For Omnia partners outside of the UC System (National Market Offering), the Supplier will be able to submit price reviews through the year with a maximum frequency of once per quarter.
 - a. Product Price Increases – Product price increases will not exceed the lesser of 3% or the annual increase in the Product Price Index (PPI) for the corresponding commodity:
 - (1) Vinyl Flooring: Plastics Material and Resins Manufacturing (PCU325211325211)
 - (2) All Carpet Products: Carpet and Rug Mills: Carpets & Rugs (PCU3141103141100)
 - (3) Rubber and Linoleum: Plastics and Rubber Products Manufacturing (PCU326326)
 - (4) Wood Products: Other Millwork, Including Flooring (PCU321918321918)
 - b. Labor Price Increases – Labor price increases will only be allowed under an increase in the Department of Industrial Relations (DIR) Prevailing Wage Schedule, and will be capped at the corresponding percentage of any DIR increase.
 - c. Freight – Freight charges will be capped at \$1.40/sqft. for the initial term of this Agreement, exclusively for California State University institutions (CSU) and the California Community Colleges (CCC). Any increase of freight costs in subsequent extensions, between the aforementioned parties, will be mutually agreed upon. For clarity, freight charges for other public agencies outside of the State of California (public and private schools, colleges and universities, cities, counties, non-profits, and governmental entities registered with OMNIA Partners under the terms of the Omnia Administration Agreement) will be negotiated separately and subsequently listed as an invoice line item.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives and shall be effective as of March 18th, 2022.

TARKETT USA INC.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

DocuSigned by:
Jeff Fenwick
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By: _____

Name: Jeff Fenwick

Title: President, Commercial

Date: 4/4/2022

DocuSigned by:
Silvia Rivera Vasquez
EDBB03DB00704AA...

By: _____

Name: Silvia Rivera Vasquez

Title: Senior Commodity Manager

Date: 4/4/2022