

**FIRST AMENDMENT TO CONTRACT NO. DA- 5746  
BETWEEN THE CITY OF LOS ANGELES AND TARKETT USA, INC. FOR  
SUPPLY, DELIVERY, AND INSTALLATION OF FLOORING PRODUCTS AT  
LOS ANGELES WORLD AIRPORTS**

This **FIRST AMENDMENT** to **CONTRACT NUMBER DA-5746** (“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 **TARKETT USA, INC.**, a Delaware Corporation (hereinafter referred to as “**Contractor**”), with reference to the following:

**RECITALS**

WHEREAS City and Contractor entered into the Los Angeles World Airports Contract Number DA-5746 (“Contract”) for supply, delivery, and installation of flooring products 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 Nine Hundred Thirty-Four Thousand and 00/100 Dollars (\$2,934,000.00); and

WHEREAS the Parties both agree to increase the Contract for a period of three (3) additional years, for a total of six (6) years; and increase the Contract not-to-exceed amount by an additional Three Million Sixty-Six Thousand and 00/100 Dollars (\$3,066,000.00), from Two Million Nine Hundred Thirty-Four Thousand and 00/100 Dollars (\$2,934,000.00), for a total of Six Million and 00/100 Dollars (\$6,000,00.00), 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 1.0 is hereby deleted in its entirety and replaced with the following:

**1.0** The term of this contract (the “Term”) shall commence as of the Effective Date stated above and shall expire no later than six (6) years

thereafter, subject, however, to earlier termination pursuant to the terms of this Contract.

2. Section 2.2 is hereby deleted in its entirety and replaced with the following:

**2.1** The City shall pay the Contractor for the service supplied by Contractor pursuant to this Contract in accordance with the terms of the Sourcewell Contract Documents. The fees to be paid to the Contractor by the City for the services and any associated products and supplies provided under this Contract shall not exceed Six Million and 00/100 Dollars (\$6,000,000.00) for the Term of this Contract.

**3. Miscellaneous.**

3.1 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-5746, except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5746, and all amendments thereto, shall remain in full force and effect.

3.2. 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: \_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Deputy City Attorney

By \_\_\_\_\_  
Chief Financial Officer  
Department of Airports

**ATTEST:**

**TARKETT USA, INC.**

By  \_\_\_\_\_  
Secretary (Signature)

By  \_\_\_\_\_  
Signature

\_\_\_\_\_  
Marie France Nantel  
Print Name

\_\_\_\_\_  
Rusty Joyce  
Print Name

\_\_\_\_\_  
President Commercial  
Print Title

[SEAL]