

EXHIBIT
"A"

**SUPPLEMENTAL AGREEMENT NO. 2
TO "CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF MASTER METER PRODUCTS
WITH HYDRO PRO SOLUTIONS, INC."**

CITY OF ROUND ROCK)
)
STATE OF TEXAS) **KNOW ALL BY THESE PRESENTS:**
)
COUNTY OF WILLIAMSON)
COUNTY OF TRAVIS)

This Supplemental Agreement No. 2 to "City of Round Rock Agreement for Purchase of Master Meter Products," hereinafter called the "Supplemental Agreement No. 2," is made by and between the CITY OF ROUND ROCK, TEXAS, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, hereinafter called "City," and HYDRO PRO SOLUTIONS, INC., whose offices are located at 907 Rockmoor Drive, Georgetown, Texas 78628, hereinafter called "Vendor."

WHEREAS, City and Vendor previously executed an "Agreement for Purchase of Master Meter Products" on June 11, 2020, by Resolution No. R-2020-0150 (the "Agreement"); and

WHEREAS, Section 252.022(4) of the Texas Local Government states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Vendor is the sole source provider of the Master Meter products needed to support the City's utility operations; and

WHEREAS, City and Vendor executed Supplemental Agreement No. 1 to the Agreement on August 22, 2024, by Resolution No. R-2024-216, increasing costs by an additional \$500,000.00, for a new not-to-exceed total of \$2,300,000.00 for the term of the Agreement; and

WHEREAS, the parties desire to further increase the costs set forth in the Agreement in the amount of \$525,000.00 for the replacement of meters, registers and associated parts and equipment;

NOW THEREFORE, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 2, the City and Vendor agree as follows:

I.

Section 5.01 shall be amended as follows:

5.01 COSTS

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Million Eight Hundred Twenty-Five Thousand and No/100 Dollars (\$2,825,000.00)** for the term of the Agreement.

II.

This Supplemental Agreement No. 2 shall extend the original Agreement as to costs only as set forth herein, with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Vendor have executed this Supplemental Agreement No. 2 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

HYDRO PRO SOLUTIONS, INC.

By: _____

By: Greg Broyles

Printed Name: _____

Printed Name: Greg Broyles

Title: _____

Title: President

Date Signed: _____

Date Signed: January 8, 2025

ATTEST:

By: _____
Ann Franklin, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney