

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 2
TO "CITY OF ROUND ROCK AGREEMENT FOR
DITCHING, TRENCHING, DEBRIS/SCRAP AND
OTHER UTILITY EQUIPMENT
WITH
VERMEER TEXAS-LOUISIANA INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 2 to "City of Round Rock Agreement for Ditching, Trenching, Debris/Scrap and other Utility Equipment" called "Supplemental Agreement No. 2," is made by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **VERMEER TEXAS-LOUISIANA, INC.**, whose offices are located at 1945 Louis Henna Boulevard, Round Rock, Texas 78664 (referred to herein as "Vendor").

WHEREAS, the City and Vendor previously executed the referenced "City of Round Rock Agreement for Ditching, Trenching, Debris/Scrap and other Utility Equipment," hereinafter called the "Agreement;" and

WHEREAS, the City is a member of the BuyBoard Cooperative and Vendor is an approved BuyBoard vendor; and

WHEREAS, the City has and desires to continue to purchase goods and services from Vendor through BuyBoard Cooperative Contract No. 642-22; and

WHEREAS, the City and Vendor previously entered into Supplemental Agreement No. 1 to the Agreement adding \$55,000.00 in costs for a not-to-exceed total of \$100,000.00; and

WHEREAS, the City and Vendor desire to add additional costs to the Agreement in the amount of \$100,000.00 increasing the not-to-exceed total to \$200,000.00 as set forth herein;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 2, the City and Vendor agree that said Agreement is amended and supplemented as follows:

I.

Section 5.01(B), Costs, is amended to read as follows:

B. In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00) for the term of this Agreement.

II.

This Supplemental Agreement No. 2 shall amend the original Agreement 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

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

VERMEER TEXAS-LOUISIANA, INC.

By: Terry Hall

Printed Name: TERRY HALL

Title: BRANCH MANAGER

Date Signed: 2/12/25

ATTEST:

By: _____

Ann Franklin, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____

Stephanie L. Sandre, City Attorney