

EXHIBIT
"A"

SUPPLEMENTAL AGREEMENT NO. 2 TO
"CITY OF ROUND ROCK AGREEMENT FOR CONSULTING SERVICES
FOR BUILDING CONSTRUCTION PROJECTS"
WITH KARL KIETZKE

CITY OF ROUND ROCK)
)
STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)
COUNTY OF TRAVIS)

KNOW ALL BY THESE PRESENTS:

This SUPPLEMENTAL AGREEMENT NO. 2 to "City of Round Rock Agreement for Consulting Services for Building Construction Projects" (the "Agreement") is made by and between the City of Round Rock, Texas (hereinafter referred to as the "City"), and Karl Kietzke (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the City and Consultant previously executed an Agreement (hereinafter referred to as the "Agreement") on April 28, 2017 for provision of building consulting services for certain City construction projects in an amount not-to-exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and

WHEREAS, Supplemental No. 1 was executed on January 12, 2017 by Resolution No. R-2017-4071, modifying the term and increasing the not-to-exceed fee to One Hundred Thousand and No/100 Dollars (\$100,000.00) as a result of an increase in the scope of services, specifically the addition of building construction consulting services related to the Old Settlers Park Multi-Purpose Field Complex Project; and

WHEREAS, it has now become necessary to further amend the Agreement to modify the term and increase the not-to-exceed fee an additional One Hundred Thousand and No/100 Dollars (\$100,000.00) as a result of an increase in the scope of services, specifically additional building consulting services related to the Old Settlers Park Multi-Purpose Field Complex Project and other ongoing construction projects;

NOW, THEREFORE, premises considered, the City and Consultant agree that said Agreement is amended as follows:

I.

Section 1.01 of the Agreement shall be amended as follows:

- B.** The term of this Agreement shall expire upon successful completion of the services ~~no later than August 31, 2017.~~

II.

Section 1.03 of the Agreement shall be amended as follows:

- A. The consulting fee shall be **Seventy-Five and No Cents (\$75.00) per hour**, not-to-exceed ~~One Hundred Thousand Dollars and No Cents (\$100,000.00)~~ **Two Hundred Thousand and No/100 Dollars (\$200,000.00)**.

III.

With the exception of the terms set forth herein, there shall be no other changes in the terms or conditions of the original Agreement and those such terms and conditions shall remain effective.

IN WITNESS WHEREOF, the City and Consultant have executed this Supplemental Agreement No. 2 in duplicate originals.

CITY OF ROUND ROCK, TEXAS

KARL KIETZKE

By: _____
 Printed Name: _____
 Title: _____
 Date Signed: _____

By: Karl Kietzke
 Printed Name: Karl Kietzke
 Title: Consultant
 Date Signed: 9-8-17

FOR CITY, ATTEST:

By: _____
 Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
 Stephan L. Sheets, City Attorney