

“A”

**SUPPLEMENTAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF SWIMMING POOL CHEMICALS,
SUPPLIES AND EQUIPMENT
WITH
PROGRESSIVE COMMERCIAL AQUATICS, INC."**

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

This Supplemental Agreement No. 1 to “City of Round Rock Agreement for Purchase of Swimming Pool Chemicals, Supplies and Equipment with Progressive Commercial Aquatics, Inc.,” hereinafter called the “Supplemental Agreement No. 1,” 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 PROGRESSIVE COMMERCIAL AQUATICS, INC., whose offices are located at 2510 Farrell Road, Houston, Texas 77073, hereinafter called “Vendor.”

WHEREAS, City and Vendor executed an “Agreement for the Purchase of Swimming Pool Chemicals, Supplies and Equipment” on October 8, 202 by Resolution No. R-2021-0276; and

WHEREAS, Vendor is an approved Buy Board Vendor through Buy Board Contact #613-20 and City is a member of the Buy Board Cooperative Purchasing Program; and

WHEREAS, the Agreement states that the total amount of costs to be paid to Vendor shall not exceed **\$420,000.00** for the term of the Agreement; and

WHEREAS, the parties desire to modify the Scope of Services and increase the Contract Amount by an additional **\$206,000.00** as set forth herein;

NOW THEREFORE, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Vendor agree as follows:

I.

Section 5.01, *Costs*, is amended to read as follows:

A. City agrees to pay for supplies and services during the term of this Agreement at the pricing set forth in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when

needed by City, the costs listed on Exhibit "A," shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Six Hundred Twenty-Six Thousand and No/100 Dollars (\$626,000.00)** for the term of this Agreement.

II.

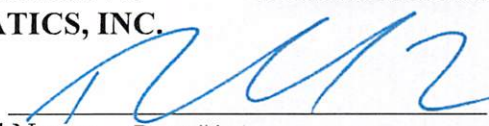
This Supplemental Agreement No. 1 shall extend the original Agreement as to costs only as set forth herein, with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Vendor have executed this Supplemental Agreement No. 1 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: _____

**PROGRESSIVE COMMERCIAL
AQUATICS, INC.**

By:  _____
Printed Name: Russell Leto
Title: President
Date Signed: 09/26/2022

ATTEST:

By: _____
Meagan Spinks, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney