

**EXHIBIT****"A"**

**SUPPLEMENTAL AGREEMENT NO. 2  
TO "CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF WATER TREATMENT CHEMICALS  
CHLORINE (TON CYLINDERS)  
FROM BRENNTAG SOUTHWEST, INC.  
(FORMERLY ALTIVIA CORPORATION)"**

THE STATE OF TEXAS	)	
	)	
CITY OF ROUND ROCK	)	KNOW ALL BY THESE PRESENT:
	)	
COUNTY OF WILLIAMSON	)	
COUNTY OF TRAVIS	)	

**VENDOR:** Brenntag Southwest, Inc. ("Vendor")  
**ADDRESS:** 600 Fisher Road, Longview, Texas 75604  
**REFERENCE:** Purchase of Chlorine (Ton Cylinders)

This Supplemental Agreement No. 2 to "City of Round Rock Agreement for Purchase of Water Treatment Chemicals Chlorine (Ton Cylinders)" is made by and between the City of Round Rock, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (hereinafter referred to as "City"), and Brenntag Southwest, Inc., formerly ALTIVIA Corporation, with offices located at 600 Fisher Road, Longview, Texas 75604 (hereinafter referred to as "Vendor").

**WHEREAS**, City and Vendor executed the original Agreement (hereinafter referred to as the "Agreement") on the 15th day of December, 2011; and

**WHEREAS**, it has become necessary to extend the original Agreement for the second and final of two (2) allowable renewal periods:

**NOW THEREFORE**, premises considered, City and Vendor agree that the original Agreement is amended as follows:

Section 2.01 shall be amended as follows:

- A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.
- B. The term of this Agreement shall be for three (3) consecutive twelve-month periods from the effective date hereof. After that term, this Agreement may be renewed for successive terms of twelve (12) months each, not to exceed in the aggregate two (2) such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely predicated upon the express written agreement of both parties. Such renewals are permitted only

provided Vendor has performed each and every contractual obligation specified in this original Agreement.

- C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit "unit price" adjustments upwards only as a result of a cost increase in goods or services in accordance with the Producers Price Index located at <http://stats.bls.gov/ppi/home.htm>. Any price increase shall be requested by Vendor in writing and accompanied by the appropriate documentation to justify the requested increase. Vendor may offer price decreases in excess of the allowable percentage change.
- D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.
- E. **This Supplemental Agreement No. 2 embodies the second and final of two (2) allowable successive twelve (12) month renewal terms and commences upon the expiration of the first renewal term of twelve (12) months. This Supplemental Agreement No. 2 extends the original Agreement as to time only with no other changes in terms or conditions of the original Agreement.**

[Signatures appear on the following page.]

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

BRENNTAG SOUTHWEST, INC.

By: James H. Taylor

Printed Name: James H. Taylor

Title: President

Date: October 12, 2015

CITY OF ROUND ROCK

By: \_\_\_\_\_

Date: \_\_\_\_\_

FOR CITY, ATTEST:

\_\_\_\_\_  
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

