

“A”

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

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: 
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

