EXHIBIT
"A"

## SUPPLEMENTAL AGREEMENT NO. 2 TO "CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF WATER TREATMENT CHEMICALS LIQUID AMMONIUM SULFATE FROM CHEMTRADE

## (FORMERLY GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC)"

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|---------------------|----------------------------------|-------------|-----------------------|-------------------|
| CITY OF ROU         | ND ROCK                          | )           | KNOW ALL BY TH        | IESE PRESENT:     |
| COUNTY OF W         | VILLIAMSON                       | )           |                       |                   |
| COUNTY OF TRAVIS    |                                  | )           |                       |                   |
| VENDOR:<br>ADDRESS: | Chemtrade ("Ve<br>155 Gordon Bak | ,           | uite 300, Toronto, On | tario, Canada M2H |
| ADDRESS:            | 155 Gordon dak                   | .er koau, 5 | une 300, 1 oronio, On | tario, Canau      |

**REFERENCE:** Purchase of Liquid Ammonium Sulfate

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This Supplemental Agreement No. 2 to "City of Round Rock Agreement for Purchase of Water Treatment Chemicals Liquid Ammonium Sulfate" 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 Chemtrade, formerly General Chemical Performance Products, LLC, with offices located at 155 Gordon Baker Road, Suite 300, Toronto, Ontario, Canada M2H 3N5 (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.
- Prices shall be firm for the duration of this Agreement and for any renewal C. 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 Any price increase shall be requested by http://stats.bls.gov/ppi/home.htm. 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.

| CHEMTRADE                        |
|----------------------------------|
| By: Elyabeth Repro               |
| Printed Name: ELIZABETH RYNO     |
| Title: MARKETING SPECIALIST      |
| Date: 0CTOBER 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 |