

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK AGREEMENT
FOR PROVISION OF REPAIR AND MAINTENANCE PARTS
AND SERVICES FOR WATER LINES AND WASTEWATER LINES FROM
FERGUSON ENTERPRISES, INC. d/b/a FERGUSON WATERWORKS"**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for Provision of Repair and Maintenance Parts and Services for Water Lines and Wastewater Lines from Ferguson Enterprises, Inc. d/b/a/ Ferguson Waterworks," hereinafter called "Supplemental Agreement No. 1," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the "City" and Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks, hereinafter called the "Vendor."

WHEREAS, the City and Vendor executed the referenced "City of Round Rock Agreement for Provision of Repair and Maintenance Parts and Services for Water Lines and Wastewater Lines," hereinafter called the "Agreement," on March 24, 2016 by Resolution No. R-2016-3313; and

WHEREAS, the City desires to amend the Scope of Services to add additional parts, specifically water meter boxes and lids; and

WHEREAS, it is necessary to amend the Scope of Services and the Costs provided in the Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Vendor agree that said Agreement is amended and supplemented as follows:

I.

Section 4.01 of the Agreement is hereby amended to read as follows:

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" and the Addendum to Exhibit "A," attached hereto, and incorporated herein by reference, within the contract term specified. A change in the Scope of Services and any additional fees

related to thereof must be negotiated and agreed in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

II.

Section 5.01 of the Agreement is hereby amended to read as follows:

5.01 COSTS

City agrees Vendor shall be the exclusive provider of the bid items specified in Exhibit "A" and the Addendum to Exhibit "A" for the term of this Agreement, and for the remaining term of this Agreement for the parts set forth in the Addendum to Exhibit "A." City agrees to pay Vendor the amounts set forth in Exhibit "A" and the Addendum to Exhibit "A" for the various bid items purchased by the City on an as-needed basis.

III.

This Supplemental Agreement No. 1 shall amend the original Agreement 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 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: _____

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

FERGUSON ENTERPRISES, INC.
d/b/a FERGUSON WATERWORKS

By: _____
Printed Name: James Green
Title: Inside Sales
Date Signed: 1/11/2018



FERGUSON ENTERPRISES, INC.
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
Phone: 512-930-2262
Fax: 512-930-2388

Deliver To:
From: James Green
Comments:

19:04:12 NOV 07 2017

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FERGUSON WATERWORKS #1105

Price Quotation
Phone: 512-930-2262
Fax: 512-930-2388

Bid No: B380664
Bid Date: 11/07/17
Quoted By: JCG

Cust Phone: 512-218-5400
Terms: NET 10TH PROX

Customer: CITY OF ROUND ROCK
221 E MAIN STREET
ATTN: ACCOUNTS PAYABLE
ROUND ROCK, TX 78664

Ship To: CITY OF ROUND ROCK
221 E MAIN STREET
ATTN: ACCOUNTS PAYABLE
ROUND ROCK, TX 78664

Cust PO#: 11/7/2017

Job Name: METER BOX ADD

Item	Description	Quantity	Net Price	UM	Total
COMPLETE BOXES					
SP-DDFW36C12AF1EQA	16X11X12 W/ AF BLK REBAR AMR LK LID	24	74.550	EA	1789.20
SP-DDFW37C12AF1EQA	17X11X12 W/ AF BLK REBAR AMR LK LID	24	92.310	EA	2215.44
SP-DDFW38C14AF1EQA	17X15X14 W/ AF BLK REBAR AMR LK LID	12	121.860	EA	1462.32
SP-DFW1730C12AF1EQ	17X30X12 W/ AF BLK REBAR AMR LK LID	12	178.350	EA	2140.20
SP-DDFW65C14AF1EQA	26X15X14 W/ AF BLK REBAR AMR LK LID	9	177.110	EA	1593.99
	SUBTOTAL				9201.15
LID ONLY					
SP-DFW36CAF1EQALID	16X11 AF BLK REBAR AMR LK LID ONLY	150	31.990	EA	4798.50
SP-DFW37CAF1EQALID	17X11 AF BLK REBAR AMR LK LID ONLY	125	42.550	EA	5318.75
SP-DFW38CAF1EQALID	17X15 AF BLK REBAR AMR LK LID ONLY	40	45.718	EA	1828.72
SP-D1730CAF1EQALID	17X30 AF BLK REBAR AMR LK LID ONLY	40	85.880	EA	3435.20
SP-DFW65CAF1EQALID	26X15 AF BLK REBAR AMR LK LID ONLY	40	75.120	EA	3004.80
	SUBTOTAL				18385.97
SP-DDFWSBLOCKXL	BRS LOCK F/ DFW MTR BOX	25	19.530	EA	488.25
	SUBTOTAL				488.25
Net Total:					\$28075.37
Tax:					\$0.00
Freight:					\$0.00
Total:					\$28075.37

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

ADDENDUM TO EXHIBIT "A"