

# EXHIBIT

## "A"

**SUPPLEMENTAL AGREEMENT NO. 1  
TO "CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF GENERATOR PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES WITH  
LOFTIN EQUIPMENT COMPANY"**

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 Purchase of Generator Preventative Maintenance and Repair Services with Loftin Equipment Company," 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 Loftin Equipment Company, hereinafter called the "Services Provider."

**WHEREAS**, the City and Services Provider previously executed the referenced "Agreement for Purchase of Generator Preventative Maintenance and Repair Services" for the City's generators, hereinafter called the "Agreement," on August 24, 2017 by Resolution No. R-2017-4709; and

**WHEREAS**, the City and Services Provider desire to increase the Contract Amount provided in the Agreement due to an increase in required services;

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

### I.

Section 5.01, Costs, shall be amended as follows:

- A. In consideration for the services to be performed by the Services Provider, City agrees to pay Services Provider the amounts set forth in pages sixteen (16) through nineteen (19) ("Bid Form") of the attached Exhibit "A."
- B. The City shall be authorized to pay the Services Provider an amount not-to-exceed ~~Forty Eight Thousand Two Hundred Twenty Seven and No/100 Dollars (\$48,227.00)~~ Sixty Thousand Two Hundred Eighty-Three and 75/100 Dollars (\$60,283.75) per year for the term of the Agreement.

**II.**

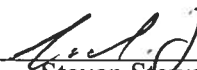
This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF**, the City and Services Provider 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**

**LOFTIN EQUIPMENT COMPANY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By:  \_\_\_\_\_  
Printed Name: Steven Stewart  
Title: Service Sales Manager  
Date Signed: 3/17/2020

**ATTEST:**

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

**FOR CITY, APPROVED AS TO FORM:**

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