

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City is authorized to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) Vendor's Price Sheet; and (b) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Price Sheet;
- (3) Any addenda, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment, as described in the Proposal.

E. **Vendor** means Trojan Technologies Group ULC, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with **Section 16.0**.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the Goods and Services as outlined in the Price Sheet, attached hereto as **Exhibit "A,"** incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the Price Sheet and any Addenda.

The Goods and Services which are the subject matter of this Agreement are described in **Exhibit "A"** and, together with this Agreement, comprise the total Agreement and **Exhibit A** is a part of this Agreement as if repeated herein in full.

4.0 SCOPE OF WORK

Vendor shall satisfactorily provide all Goods and Services described in **Exhibit "A,"** attached hereto, within the contract term specified in **Section 2.0**. Vendor's undertakings shall be limited to Goods and Services for City and/or advising City concerning those matters on which

Vendor has been specifically engaged. Vendor shall provide its Goods and Services in accordance with this Agreement and **Exhibit “A”** and with due care, and in accordance with prevailing industry standards for comparable Goods and Services.

5.0 COSTS

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit “A.”**

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$350,000.00**, for the term of this Agreement.

6.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

7.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City’s budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or

2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.0 INSURANCE

Vendor shall meet all City insurance requirements set forth in the IFB and on the City's website at:

<https://www.roundrocktexas.gov/wp-content/uploads/2024/12/CORR-Insurance-08-2024.pdf>

Notwithstanding any of the referenced insurance requirements, Vendor shall not be required to provide copies of its insurance policies.

12.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Michael Thane
Director of Public Works Department
3400 Sunrise Road
Round Rock, TX 78665
(512) 218-3236
mthane@roundrocktexas.gov

13.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

14.0 DEFAULT

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

15.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor, the "Date of Termination."

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor after the expiration of the thirty (30) day cure period.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

16.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal

proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees to the proportional extent caused by Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

17.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

18.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

19.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Vendor: Trojan Technologies Group ULC
Address: 3020 Gore Road
London, Ontario, Canada N5V4T7
Email: krodriguez@trojantechnologies.com

Notice to City:

City Manager	AND TO:	Stephanie L. Sandre, City Attorney
221 East Main Street		309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

20.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

22.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

23.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

24.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

E. Limitation on Liability. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE. The total liability of Vendor and its subsidiaries, affiliates, employees, directors, officers and agents arising out of the performance or nonperformance hereunder or its obligations in connection with the design, manufacture, sale, delivery, and/or use of Goods and/or Services shall in no circumstance exceed in the aggregate the amount actually paid to Vendor for Goods and/or Services delivered hereunder.

F. Warranty. Vendor warrants the Goods in accordance with its then-current standard warranty covering the specific Goods ordered, generally under which Vendor

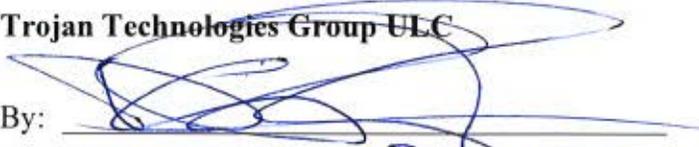
warrants to the City that during the period ending 18 months after the delivery date or 12 months after the start-up date, whichever occurs first, Goods which are manufactured by Vendor will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation. Vendor warrants that Services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. If Vendor breaches this warranty and the City notifies Vendor of such breach within 30 days of the end of the applicable warranty period, Vendor will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by City to Vendor for the nonconforming Goods and/or Services. No warranties are extended to consumable items such as, without limitation, light bulbs, and for normal wear and tear. **VENDOR'S WARRANTY CONTAINS THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. VENDOR EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

G. Intellectual Property; Information Technology; Privacy. Vendor retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and City receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No City information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to City. To help ensure mutual compliance with applicable privacy laws, City will not provide to or share with City any personal data or personally identifiable information.

H. Performance Guarantees. All product warranties and performance guarantees shall only enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with the supplier recommendations, (c) operating conditions at the City have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

[Signatures on the following page.]

Trojan Technologies Group ULC

By: 

Printed Name: Ross O'Rourke

Title: District Sales Manager

Date Signed: Feb. 22 2026

City of Round Rock, Texas

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

EXHIBIT “A”

(Price Sheet)

Project Number	810150
Project Name	Round Rock - Brushy

Total Lamps	220
Total Banks	10
Total HSC	2
Total Channels	2

Instructions

Add Site specific Details in yellow cells, quantities of recommended parts will auto calculate
Some items are site specific and need to be confirmed with project BOM

Qty		Part #	Component	Site QTY
5%	Total Lamps	338299-101	Lamp Kit, Solo Replacement Signa	11
1%	Total Lamps	002293-226P	Lamp Plug O-ring (10 Pkg)	3
1%	Total Lamps	338314-101	Sleeve Assembly Kit with O-ring	3
1%	Total Lamps	908108-2xxx (205R)	Lamp Cable Assembly Confirm with site BOM for length and LED or non-LED /	3
5%	Total Lamps/2	916841	Lamp Driver Packaged	6
5%	Total banks	015525-SR2-S-382	SENSOR ASSY,SIGNA2ROW-S (30-82% UVT) Confirm with site BOM for sensor used	1
5%	Total banks	015525-SR2-S-154	SENSOR ASSY,SIGNA2ROW-S (15-40% UVT) Confirm with site BOM for sensor used	1
1	System	015397-F-SE-xxx	Cable for UVI sensor (length is site specific) 50 FT	1
5%	Total banks	338325	UVI Sensor Housing replacement kit. Includes quartz window, O-rings, and desicant	1
2	System	914369-00x	Low Level rods (length in ft is site specific)	2
5%	Total banks	337733	UVI Wiper canister assembly	1
5%	Total Lamps	338044	Wiper Replacement kit	11
4	System	337758	Fill Port Assembly	4
1	per HSC	446022-020	Hydraulic fluid, Mineral Oil Confirm with site BOM which fluid is used	2
1	per HSC	907666-020P	Hydraulic fluid, Pure Drive Confirm with site BOM which fluid is used	2
5%	Total banks	338021-001	Wiping Cylinder	1
1%	Total banks	338021-002	Lifting Cylinder	1
1	per Channel	005066	Grease	2
1	per Channel	917457-001	Safety Sensor, Interlock (Bank in Place - Adam)	2
1	per Channel	917457-002	Safety Sensor, Interlock (Bank in Place - Eva)	2
1	System	917459-030	Bank in Place Sensor Cable	1
1	per Channel	931139	Board Kit, CCB/BCB, 24VDC	2
2	per Channel	901507	Cleaner, ActiClean Gel 4X4L	4

Pricing	
\$	1,069.15
\$	91.10
\$	447.75
\$	626.10
\$	1,675.45
\$	2,572.00
\$	4,441.85
\$	656.80
\$	351.00
\$	547.05
\$	71.25
\$	208.55
\$	113.90
\$	312.15
\$	833.60
\$	12,850.50
\$	12,213.80
\$	35.96
\$	267.00
\$	72.50
\$	397.50
\$	1,648.95
\$	408.75