

EXHIBIT

A

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND UNMANNED VEHICLE TECHNOLOGIES
FOR THE PURCHASE OF
DRONE PROGRAM, DEVICES, HARDWARE AND SOFTWARE**

THE STATE OF TEXAS

§

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

This Agreement for the purchase of drone program, devices, hardware, and software (the “Agreement”) is made and entered into this the 19 day of August, 2025, (the “Effective Date”) by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and UNMANNED VEHICLE TECHNOLOGIES whose offices are located 1722 N. College Ave., Suite D, Fayetteville, AR 72703 referred to herein as “Vendor.”

RECITALS:

WHEREAS, City desires to purchase drone program, devices, hardware, and software (the “Goods and Services”) defined herein; and

WHEREAS, City is a member of the Sourcewell Cooperative Purchasing Program (“Sourcewell”) and Vendor is an approved Co-op vendor through Co-op Contract # 011223-UNM ([Unmanned Vehicle Technologies: Contract 011223-UNM | Sourcewell](#))); and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through the Co-op as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City agrees to purchase specified goods and/or services and Vendor is obligated to sell same. The Agreement includes any exhibits, addenda, and/or amendments thereto.

- 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.
- E. **Vendor** means Unmanned Vehicle Technologies, 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 below or is terminated in accordance with Section 14.0.
- B. This Agreement shall expire March 24, 2027. In the event the Sourcewell Contract is not renewed for an additional term, or this Agreement shall expire anytime thereafter in the event the Sourcewell Contract is not further renewed at the end of any renewal term. So long as the Sourcewell Contract continues to be renewed, this Agreement shall continue to remain in effect pursuant to the terms and conditions set forth herein, however, in no event shall the term of this Agreement exceed sixty (60) months from the effective date hereof.

3.0 SCOPE OF WORK

- A. The goods and related services which are the subject matter of this Agreement are described generally herein and referenced in in the attached **Exhibit “A,”** incorporated herein by reference for all purposes
- B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.
- C. Vendor shall satisfactorily provide all deliverables and services described herein and referenced in **Exhibit “A”** within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 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 **\$752,080.73**, for the term of this Agreement.

5.0 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.

6.0 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.

7.0 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.

8.0 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.

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all City insurance requirements set forth in the attached Exhibit "B," incorporated herein by reference for all purposes.

11.0 CITY'S REPRESENTATIVE

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

Jason Watson
Police Department
2701 North Mays Street.
Round Rock, TX 78664
(512) 671- 2868
jwatson@roundrocktexas.gov

12.0 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.

13.0 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.

14.0 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 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.

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.

15.0 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 arising out of, or incident to, concerning or resulting from the fault of 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.

16.0 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.

17.0 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.

18.0 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 below;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

Notice to Vendor:

Vendor: Unmanned Vehicle Technologies
Attn: Chris Baker
Address: 1722 N. College Ave., Suite D

Fayetteville, AR 72703
Email: baker@uvt.us

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 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.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Unmanned Vehicle Technologies

By: _____

Printed Name: Christopher Baker

Title: Director of Remote Operations

Date Signed: August 19th 2025

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”



UVT

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

Invoicing Address:

Round Rock, TX Police Department, City of Round Rock -
Accounts Payable
221 E. Main Street
Round Rock TX 78664
United States
☎ +1 512-671-2779

Round Rock, TX Police Department, Jason Watson
2701 N. Mays Street
Round Rock TX 78665
United States

Shipping Address:

Round Rock, TX Police Department, Jason Watson
2701 N. Mays Street
Round Rock TX 78665
United States
☎ +1 512-671-2868

Quotation # S0222955

Recurring Plan:

1 year

Quotation Date:

04/18/2025

Expiration:

09/30/2025

Salesperson:

Chris Baker

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
DJI Dock 3					
[101-157-1001] DJI Dock 3 Equipped with Matrice 4D or Matrice 4TD high-performance drones, DJI Dock 3 empowers 24/7 remote operations and, for the first time, supports mobile vehicle-mounted deployment, effortlessly adapting to various environments. The drones utilize the same cameras as the Matrice 4 Series but offer improved flight and protection performance. Built to withstand extreme heat, DJI Dock 3 operates and charges seamlessly even in temperatures soaring up to 122° F (50° C), ensuring efficient operations.	1.000 Units	15,890.00	5.00		\$ 15,095.50
Subtotal					\$ 15,095.50
Docked Aircraft					

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<p>[101-156-1026] DJI Matrice 4TD Standalone</p> <p>The all-new Matrice 4TD offers extended flight time, a high-resolution thermal camera, a new near-infrared (NIR) auxiliary light, and a laser range finder. It is also designed specifically for the DJI Dock 3, enabling truly remote, beyond-visual line-of-sight operations. When paired with the DJI RC Plus 2 Enterprise, the DJI Matrice 4TD can be operated as a standalone drone, increasing operational capabilities over the Matrice 4T thanks to its IP-rated design. The Matrice 4TD's fixed arm configuration promotes more stable flight, though it sacrifices portability over the Matrice 4T.</p> <p>In The Box:</p> <ul style="list-style-type: none">1x DJI Matrice 4TD Aircraft3x DJI Matrice 4D Series Propeller Pairs1x USB-A to USB-C Cable1x Combo 1.5mm / 2.5mm Hex Driver1x Miscellaneous Screw Pack	1.000 Units	7,640.00	5.00		\$ 7,258.00
Subtotal					\$ 7,258.00
DJI Dock Accessories					
<p>[101-156-1019] DJI Matrice 4D Series Battery</p> <p>4 Batteries/year for 5 year contract, unless manufacturer EOL.</p>	20.000 Units	420.00	5.00	0%	\$ 7,980.00



<p>[101-156-1011] DJI RC Plus 2 Enterprise</p> <p>The DJI RC Plus 2 Enterprise is a high-performance remote controller designed for seamless integration with the DJI Matrice 4 Series drones. It features a high-brightness display, ensuring clear visibility even under strong sunlight. With an IP54 protection rating, it operates reliably in temperatures ranging from -20°C to 50°C (-4°F to 122°F). Equipped with the powerful O4 Enterprise video transmission system, a built-in high-gain antenna array, and support for both SDR and 4G hybrid transmission, it provides a stable and smooth video feed in both urban and mountainous environments.</p> <p>The DJI RC Plus 2 Enterprise is an essential tool for professionals seeking reliable and efficient drone operation across various environments.</p> <p>Key Features:</p> <ul style="list-style-type: none">* High-Brightness Display: The integrated screen offers exceptional clarity, ensuring optimal visibility even in direct sunlight.* Durable Design: With an IP54 protection rating, the controller is dustproof and splashproof, suitable for various environmental conditions.* Wide Operating Temperature Range: Functions effectively in temperatures from -20°C to 50°C (-4°F to 122°F), accommodating diverse operational needs.* Advanced Video Transmission: The O4 Enterprise system, combined with a high-gain antenna array, supports SDR and 4G hybrid transmission, ensuring stable and smooth video feeds in complex terrains. <p>Note: Operating frequencies may vary by country and region. Please refer to local laws and regulations for more information.</p>	1.000 Units	2,010.00	5.00	0%	\$ 1,909.50
<p>[101-156-1009] DJI AS1 Speaker</p> <p>The DJI AS1 Speaker enhances your drone operations with powerful audio capabilities, delivering up to 114 decibels at 1 meter and a broadcast range extending up to 300 meters.</p> <p>It supports real-time broadcasting with echo suppression, recorded messages, media imports, and text-to-speech functionality. Its lightweight design (92.5 g with bracket) minimizes impact on drone performance, and quick-release hand-tightened screws ensure easy and secure installation. Compatible with DJI Matrice 4 Series drones, the AS1 Speaker is an essential accessory for effective aerial communication.</p> <p>Enhance your drone's communication capabilities with the DJI AS1 Speaker, designed for seamless integration with the DJI Matrice 4 Series.</p>	1.000 Units	290.00	5.00		\$ 275.50

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<p>[101-156-1010] DJI AL1 Spotlight</p> <p>The DJI AL1 Spotlight enhances your drone's capabilities with powerful illumination, offering both always-on and strobe modes. It can clearly illuminate subjects even from a distance of 100 meters. Additionally, it intelligently links with the gimbal, following the camera's movements to ensure the illuminated area matches the camera's view. It also offers a wide field-of-view lighting mode, illuminating up to 2,200 square meters, ideal for large-scale operations.</p> <p>Compatible with DJI Matrice 4 Series drones, the AL1 Spotlight is an essential accessory for professionals requiring reliable and adaptable aerial lighting solutions.</p> <p>Note: The performance of the Matrice 4 Series aircraft's propulsion and vision system may be affected after the spotlight is mounted. Fly with caution.</p>	1.000 Units	430.00	5.00		\$ 408.50
	20.000 Units	39.00	5.00	0%	\$ 741.00
	1.000 Units	131.00	5.00	0%	\$ 124.45
	1.000 Units	190.00	5.00		\$ 180.50
Subtotal					\$ 11,619.45
Dock 3 Repeater (D-RTK3)					



<p>[101-124-1009] DJI D-RTK 3 Relay Fixed Deployment Version</p> <p>The DJI D-RTK 3 Relay Fixed Deployment Version from Unmanned Vehicle Technologies (UVT) is an advanced solution designed to extend your drone's communication range while delivering centimeter-level RTK accuracy. Purpose-built for Dock 3, this relay overcomes signal gaps in obstructed areas, ensuring consistent and reliable data transmission. With PoE (Power over Ethernet) for quick installation, it connects directly to Dock 3's third port for a streamlined and efficient setup. This version currently supports Dock 3 in relay mode only, with future updates planned for compatibility with the Matrice 4 Series.</p> <p>Key Features:</p> <p>Extended Communication Range: Overcomes signal gaps to enhance transmission coverage and maintain continuous connectivity.</p> <p>High-Precision RTK Data: Delivers centimeter-level positioning accuracy for critical operations.</p> <p>Seamless Integration: PoE-powered for simple installation and connects directly to Dock 3's third port.</p> <p>Exclusive to Dock 3: Designed specifically for Dock 3, supporting relay mode only (no base or rover functionality).</p> <p>Future Compatibility: Upcoming firmware updates will support the Matrice 4 Series, ensuring long-term operational flexibility.</p>	1.000 Units	3,030.00	5.00	0%	\$ 2,878.50
Subtotal					\$ 2,878.50
Dock Installation and Training					
<p>[SRV-PM-103] UVT DJI Dock Installation and Setup</p> <p>*Customer to provide 110v power and ethernet connectivity at the deployment site. UVT will provide cabling to the termination box within 3 feet of the dock installation site. UVT will recommend seal tite connections into the termination box, to ensure that cabling is protected.</p>	1.000 Units	6,000.00	5.00	0%	\$ 5,700.00
Subtotal					\$ 5,700.00
DroneSense					
<p>[SRV-DS-1010] DroneSense Class 2 Dock Annual License</p> <p>This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions.</p>	5.000 Units	7,900.00	5.00	0%	\$ 37,525.00

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[SRV-DS-1001] DroneSense Class 1 Annual License Class 1 UAS License for 1-Year (DJI Mavic Series, Autel EVO / EVO II, Parrot ANAFI) Includes software license for DroneSense Mobile and DroneSense Web for all organization users, initial setup and online training, technical support as outlined in DroneSense's Terms and Conditions, and Fair Use Storage on DroneSense cloud. This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions .	10.000 Units	1,700.00	5.00	0%	\$ 16,150.00
[SRV-DS-1002] DroneSense Class 2 Annual License Class 2 UAS License for 1-Year (DJI Matrice Series) Includes software license for DroneSense Mobile and DroneSense Web for all organization users, initial setup and online training, technical support as outlined in DroneSense's Terms and Conditions, and Fair Use Storage on DroneSense cloud. This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions .	10.000 Units	2,900.00	5.00	0%	\$ 27,550.00
[SRV-DS-1007] DroneSense Advanced Geospatial Features Annual License This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions .	20.000 Units	200.00	5.00	0%	\$ 3,800.00
[SRV-DS-1011] DroneSense Screen Share Only Annual License This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions .	5.000 Units	900.00	5.00	0%	\$ 4,275.00
Subtotal					\$ 89,300.00
uAvionix Casia-G					
[159-102-1003] uAvionix Casia G Annual Subscription	30.000 Units	19,500.00	5.00	0%	\$ 555,750.00
Subtotal					\$ 555,750.00
Consulting					
[SRV-BVLOS-103] UVT Part 91.113 (b) BVLOS w/DAA Waiver Consulting	1.000 Units	5,000.00	5.00	0%	\$ 4,750.00
Subtotal					\$ 4,750.00
UVT ProLine Services - Complimentary for First Responders					

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[SRV-PLS-103] UVT ProLine Support Premium UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.	1.000 Units	1,199.00	100.00	0%	\$ 0.00
Subtotal					\$ 0.00
Sroucewell					
[SRV-111] Sourcewell Contract - 011223-UNM	1.000 Units	0.00	0.00	0%	\$ 0.00
Subtotal					\$ 0.00
Shipping					
UPS Ground	1.000 Units	448.53	0.00		\$ 448.53
Subtotal					\$ 448.53
All quotations are offered in good faith with our most accurate and up to date pricing. Due to the recent implementation of tariffs on many of the items that UVT offers, prices are subject to change without notice. UVT will do everything possible to honor the pricing offered, however price changes associated with additional tariffs will void existing quotations containing affected items. Our team will continuously work to keep our customers informed as soon as possible if any associated orders are affected by these changes.					
Subtotal					\$ 0.00

Untaxed Amount	\$ 692,799.98
Taxes on \$ 669,133.45	\$ 0.00
Total	\$ 692,799.98

Yearly Breakdown

Year 1 = \$ 176,759.98

Year 2 = \$ 129,010.00

Year 3 = \$ 129,010.00

Year 4 = \$ 129,010.00

Year 5 = \$ 129,010.00

The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms &

Thank you for choosing UVT!



UVT

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

Conditions, available online at www.uvt.us/terms.

The contents of this document are confidential and proprietary and are intended only for the recipient specified herein. It is strictly forbidden to share the contents of this document with any third party, without receiving the prior written consent of UVT.

Thank you for choosing UVT!

Exhibit “B”

Insurance Requirements

City of Round Rock

Insurance Requirements

1. **INSURANCE:** The Vendor ("Contractor") shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Certificates of Insurance and endorsements shall be furnished to the City of Round Rock ("City") and approved by the City before work commences.
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to conduct business in the State of Texas shall be accepted.
 - 1.3.2. ~~Deductibles shall be listed on the Certificate of Insurance and~~ are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.5.1. Minimum General liability Coverage of 100/300/100.
 - \$100,000 per accident
 - \$300,000 policy limits
 - \$100,000 per person
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$100,000 for each occurrence.
 - 1.3.5.3. Automobile Liability Insurance for all **owned**, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$100,000 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.

- 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.
- 1.5. The Contractor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
 - 1.5.1. Provide for an additional insurance endorsement clause declaring the Contractor's insurance as primary.
 - 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
 - 1.5.3. Provide thirty days' notice to the City of cancellation, non-renewal, or material changes.
 - 1.5.4. Remove all language on the certificate of insurance indicating:
 - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
 - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
 - 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
 - 1.5.6. The Contractor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
 - 1.5.7. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
 - ~~1.5.8. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.~~
 - 1.5.9. The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
 - 1.5.10. All notices shall be mailed to the City at the following addresses:

**Chief Procurement Officer
City of Round Rock
221 East Main
Round Rock, TX 78664**

**City Attorney
City of Round Rock
309 East Main
Round Rock, TX 78664**

2. WORKERS COMPENSATION INSURANCE

- 2.1. Texas Labor Code, Section 406.096 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.
- 2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner- operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 2.3. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 2.4. The Contractor must provide a certificate of coverage to the City prior to being awarded the agreement.
- 2.5. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor shall, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- 2.6. The Contractor shall obtain from each person providing services on a project, and provide to the City:
 - 2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2.6.2. no later than seven (7) calendar days after receipt by the Contractor a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 2.7. The Contractor shall retain all required certificates of coverage for the duration of the project and for two (2) years thereafter.
- 2.8. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 2.9. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 2.10. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 2.10.2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project.
 - 2.10.3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 2.10.3.1. obtain from each other person with whom it contracts, and provide to the Contractor:
 - 2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for two (2) years thereafter;
 - 2.10.3.3. notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.
 - 2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - 2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.



(Instructions for completing and submitting a certificate to the City of Round Rock)

Complete the certificate of insurance with the information listed below as required:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) (The City requires all insurance companies to be Authorized to do business in the State of Texas)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D.
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required bywritten contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Round Rock.
Professional Liability Coverage – for professional services if required by the City of Round Rock.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Round Rock.
 - (1) Adding the City of Round Rock as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Round Rock's name and address information must be listed in this section.
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Round Rock in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.