# CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF OUTDOOR STREET LIGHTING <br> WITH <br> TRA STAR, INC. 

## THE STATE OF TEXAS <br> CITY OF ROUND ROCK <br> COUNTY OF WILLIAMSON COUNTY OF TRAVIS

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## KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the purchase of outdoor street lighting, and for related goods (referred to herein as the "Agreement"), is made and entered into on this the $\qquad$ day of the month of $\qquad$ , 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and TRA STAR, INC., whose offices are located at 860 North Dorothy Drive, Suite 600, Richardson, Texas 75081 (referred to herein as "Vendor").

## RECITALS:

WHEREAS, City desires to purchase certain goods, specifically outdoor street lighting, and City desires to procure same from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract \# 540-17; and

WHEREAS, City desires to purchase certain goods from Vendor through Buy Board 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, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

### 1.01 DEFINITIONS

A. Agreement means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to provide said goods.
B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
C. Effective Date means the date upon which the binding signatures of both parties to this Agreement are affixed.
D. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
E. Goods mean the specified supplies, materials, commodities, or equipment.
F. Vendor means TraStar, Inc., its successors or assigns.

### 2.01 EFFECTIVE DATE, TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.
B. This Agreement shall terminate August 31, 2020.
C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

### 3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

### 4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."
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 described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

### 5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit " $A$ " shall be the basis of any charges collected by Vendor.
B. The City shall be authorized to pay the Vendor an amount not-to-exceed Sixty Thousand and No/100 Dollars $(\$ 60,000.00)$ for the term of this Agreement.

### 6.01 INVOICES

All invoices shall include, at a minimum, the following information:
A. Name and address of Vendor;
B. Purchase Order Number;
C. Description and quantity of items received; and
D. Delivery or performance dates.

### 7.01 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 at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

### 8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or 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); however, this Policy does not apply to payments made
by City in the event:
A. 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
B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
C. 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
D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

### 9.01 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.

### 10.01 TAXES

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

### 11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

### 12.01 CITY'S REPRESENTATIVE

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

Gary Hudder<br>Transportation Director<br>2008 Enterprise Drive<br>Round Rock, Texas 78664<br>(512) 218-5560<br>ghudder@roundrocktexas.gov

### 13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr insurance 07.20112.pdf.

### 14.01 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.

### 15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:
A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

### 16.01 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.
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 such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement 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.

### 17.01 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.

### 18.01 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 2270, 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.

### 19.01 ASSIGNMENT AND DELEGATION

The parties each 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.

### 20.01 NOTICES

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 the recipient's 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:

TraStar, Inc.
660 North Dorothy Drive, Suite 600
Richardson, Texas 75081

## Notice to City:

| City Manager |  | Stephan L. Sheets, City Attorney <br> 221 East Main Street <br> Round Rock, TX 78664 |
| :--- | :--- | :--- |$\quad$ AND TO: $\quad$| 309 East Main Street |
| :--- |

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

### 21.01 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.

### 22.01 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, duly authorized by action of the City Manager or City Council.

### 23.01 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.

### 24.01 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.

### 25.01 MISCELLANEOUS PROVISIONS

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.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

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.

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

## City of Round Rock, Texas

By:
Printed Name:
Title:
Date Signed: $\qquad$
Attest:
By: Sara L. White, City Clerk

## For City, Approved as to Form:

By:
Stephan L. Sheets, City Attorney

TraStar, Inc.


## Exhibit "A"

| The City of Round Rock would like to enter into a contract with TraStar, Inc.. per the terms of Buy Board Contract 540-17. The City intends to purchase from this contract Outdoor Street Lighting in an amount of $\$ 60,000$ per year for a total not to exceed $\$ 60,000$. <br> Contract Term. Effective from date of execution and will expire on 08/31/2020, per the terms of BuyBoard Contract No. 540-17. <br> Special Instructions: Complete prising below and submit copy of price list or catalng. <br> Section I: Equipment, Products and Supplies |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Item \# | Short Description | Full Description | State Percent (\%) of Discount of Catalog/Pricelist | State Name of Cataling/Pricelist | Exceptions to Discount |
| I | Discount (\%) OH Catalog/Pricelist for Lantem style Decorative Historical Luminaires | Please state the discount (\%) off catalog/pricelist for Lantem-style Decorative Historical Luminaires Catalog/Pricelist Must be included or Proposal will not be considered. | \% | N/A | N/A |
| 2 | Discount (\%) Off Catalog/Pricelist for Acom Senies Decorative Historical Luminaires | Please state the discount (\%) off calalog/pricelist for Acom Series Decorative Historical Luminaires. Catalog/Pricelist Must be included or Proposal will not be considered | \% | N/A | N/A |
| 3 | Discount (\%) Off Catalog/Pricelist for Harp-style Decorative Historical Luminaires | Please state the discount (\%) of catalog/pricelist for Harp-style Decorative Historical Luminaires. Catalog/Pricelist Must be included or Proposal will not be considered. | - \% | N/A | N/A |
| 4 | Discount (\%) Off Catalog/Pricelist for Octagonal Series Decorative Historical Luminaires | Pleasestate the discount (\%) off catakog/pricelist for Octagenal Sehtes Decorative Historical Luminaires,; Catalog/Pricelist Must be included or Proposat will not be considered. | [ $\quad$ \% | N/A | N/A |
| 5 | Discount (\%) Off Catalog/Pricelist for Victorian Gas Light Decorative Histarical Luminaires | Please state the discount (rot of catalog/pricelist for Victorian Gas Light Decorative Historical Luminaires. Catalog/Pricelist Must be included or Proposal will not be ransidera | \% | N/A | N/A |
| 6 | Discount (\%) Off Catalog/Pricelist for Teardrop Senes Decorative Historical Lumingires | Please state the discount (\%) off catalog/pricelist for Teardrop Series Decorative Historical Luminaires Catalog/Pricelist Must be includad or Proposal will not be considered. | \% | N/A | N/A |
| 7 | Discount (\%) Off Catalog/Pricelist for Residential Street Light Decorative Historical Luminaires | Prease staie the discount (\%) off catalog/pricelist for Residential Street Light Decorative Historical Luminaires. Catalog/Pncelist Must be included or Proposal will not be conskierad | _\% | N/A | N/A |
| 8 | Discount (\%) Off Catalog/Pricelist for Alt Other Decorative Historical Luminaires | Please state the discounl (\%) off catalog/pricelist for All Other Decorative Histoncal Luminaires . Catalog/Pricelist Must be inciuded or Proposal will not be considered. | \% | N/A | N/A |
| Section 11: Decorative contemporary Luminaires |  |  |  |  |  |
| 9 | Discount (\%) Off Catalog/Pricelist for Decorative Contemporary Luminaires | Please state the discount ( $\%$ ) off catalog/pricelist for Decerative Contemporary Luminaires Catalog/Pricelist Must be included or Proposal will not be considered. | _\% | N/A | N/A |
| 10 | Discount (\%) Off Catalog/Pricelist for Modern Decoralive Contemporary Lumunaires | Please siale the discount (\%) aff catalog/pricelist for Modern Decorative Conterporany Luminaires. Catalog/Pricelist Must be included or Proposal will not be considerea. | ___\% | N/A | N/A |
| 11 | Discount (\%) Off Catalog/Pricelist for European Style Decorative Contemporary Luminaires | Please stare ine तiscount (\%) off catalog/pricelist for European-Style Decoralive Contemporary Lurninaires Catalog/Pricelist Must te included or Proposal will not be unabutared | _\% | N/A | N/A |
| 12 | Discount (\%) Off Catalog/Pncelist for All Other Decorative Contemporary Luminaires | Prease state the discount ( 3 布) on catalog/picelist for All Other Decoralive Contemporary Luminaires Cataing/Pricelist Must te included or Proposal will not be ranasiderad | - $\%$ | N/A | N/A |

## Exhibit "A"

| Section III: Decorative Poles |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 13 | Discount (\%) Off Catalog/Pricelist for Alumnum Decorative Poles | Please state the discount (\%) off catalog/pricelist for Aluminum Decorative Poles, Catalog/Pricelist Must be included or Proposal will not be considered. | -_ \% | N/A | N/A |
| 14 | Discount (\%) Off Catalog/Pricelist for Composite Decorative Poles | Please state the discount (\%) off catalog/pricelist for Composite Decorative Poles. Catalog/Pricelist Must be included or Proposal will not be considered. | - \% | N/A | N/A |
| 15 | Discount (\%) Oft Catalog/Pricetist for Concrete Decorative Poles | Please state the discount (\%) of catalog/pricelist for Concrete Decorative Poles. Catalog/Pricelist Must be included or Proposal will not be considered | [___ \% | N/A | N/A |
| 16 | Discount (\%) Off Catalog/Pricelist for Cast Iron Decorative Poles | Please state the discount (\%) off catalog/pricelist for Cast Iron Decorative Poies Catalog/Pricelist Must be included or Proposal will not be considered. | -__ \% | N/A | N/A |
| 17 | Discounl (\%) OHf Cataiog/Pncelist for Steel Decorative Poles | Please state the discount (\%) off catalog/oricelisl for Steel Decorative Poles Catalog/Pricelist Must be included or Proposal will not be considered. | [___ \% | N/A | N/A |
| 18 | Discount (\%) Off Catalog/Pricelist for Revitalization Series Decoratue Poles | Please state the discount (\%) off catalog/pricelist for Revitalization Series Decorative Poles. Catalog/Pricelist Must be included or Proposal will not be considered | [_ \% | N/A | N/A |
| 19 | Discount (\%) Off Catalog/Pricalist for Exiruded Aluminum/Modular Decorative Poles | Please state the discount (\%) off catalog/pricelist for Extruded Aluminum/Modular Decorative Poles Catalog/Pricelist Must be included or Proposal will not be considered | -__ | N/A | N/A |
| 20 | Discount (\%) Off Catalog/Pricelist for All Other Decorative Poles | Please state the discount (\%) off catalog/pricelist for All Other Decorative Poles Catalog/Pricelist Must be included or Proposal with rol be considered. | $\%$ | N/A | N/A |
| Section IV: Decorative Color Changing Luminaires |  |  |  |  |  |
| 21 | Discount (\%) Off Catalog/Pricelist for Decorative Color Changing Luminaires | Please state the discount (\%) off catalog/pricelis1 for Decorative Color Changing Lufinaires Catalog/Pricelist Must be included or Proposal will not be considered. | \% | N/A | N/A |
| Section V: Decorative Bollards |  |  |  |  |  |
| 22 | Discount (\%) Off Catalog/Pricelist for Cast Iron Decorative Bollards | Please state the discount (\%) off catalog/pricelist for Cast Iron Decorative Bollards Catalog/Pricelist Must be included or Proposal will not be considered | - \% | N/A | N/A |
| 2.3 | Discount (\%) Off Catalog/Pricalist for Cast Aluminum Decorative Bollards | Please state the discount (\%) cff catalog/pricelist for Cast Alumnumi Decorative Bollards Catalog/Pricelist Must be included or Proposal will not be considered. | -_ \% | N/A | N/A |
| 24 | Discount (\%) OH <br> Catalog/Pricelist for <br> Extruded <br> Aluminum/Modular <br> Decorative Bollards | Please state the discount (\%) off catalog/pricetist for Extructed Aluminum/Modular Decorative Bollards Catalog/Pricelist Must be included or Proposal will not be consinteren | -_ \% | N/A | N/A |
| 25 | Discount (\%) Off Catalog/Pricelist for All Other Decorative Bollards | Please state the discount (\%) off catalog/pricelist for All Other Decorative Bollards Catalog/Pricelist Must be included ur Proposal will not be considered. | \% | N/A | N/A |
| Prease slate Section VI: Decorative Specialty Landscape Lixhting Products |  |  |  |  |  |
| 26 | Discount (\%) OH <br> Catalog/Pricelist for <br> Oecorative Specialty <br> L.andscape Lighting <br> Products | Please slate the discount (\%) off catalog/pricelist for Decorative Specialty Landscape Lighting Products. Catalog/Pricelist Must be included or Proposal will not be considared | \% | N/A | N/A |
| Section VlI: Infrastructure Roadway Lighting |  |  |  |  |  |

## Exhibit "A"

| 27 | Discount (\%) Off Catalog/Pncelist for Cobra head Roadway Lighting | Please state the discount (\%) off catalog/pricelist for Cobra head Roadway Lighting Catalog/Pricelist Must be included or Proposal will not be considered. | -2__ \% | DURALIGHT Catalogue \& Pricelist | Total discount cannot exceed over $2 \%$ per order for quantities over 55 units in any product category. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 28 | Discount (\%) Off Catalog/Pricelist for Ofset Roadway Lighting | Please state the discount (\%) off catalog/pricelist for Offset Roadway Lighting. Catalog/Pricelist Must be included or Proposal will not be considered | -_2 \% | DURALIGHT Catalogue \& Pricelist | Total discount cannot exceed over $2 \%$ per order for quantities over 55 units in any product category. |
| 29 | Discount (\%) Off Catalog/Pricelist for Sign Roadway Lighting | Please state the discount (\%) off catalog/pricelist for Sign Roadwa Lighting Catalog/Pricelist Must be included or Proposal will not be considerea | - \% | N/A | N/A |
| 10 | Discount (\%) Off Catalog/Pricelist for Tunnel Roadway Lighting | Please state the discount (\%) off calalog/pricelist for Tunnel Roadway Lighting Catalog/Pricelist Must be included or Proposal will not be considered. | \% | N/A | N/A |
| 31 | Discount (\%) Off Catalog/Pricelist for High Mast Systems - Luminaires Roadway Lighting | Please stale the discount ( (\%) of catalog/pricelist for High Mast Systerns - Luminaires Roadway Lighting. Catalog/Pricelist Must be inctuded or Proposal will not be ransiderer | - ${ }^{2}$ \% $\%$ | DURALIGHT Catalogue \& Pricelist | Total discount cannot exceed over $2 \%$ per order for quantities over 55 units in any product category. |
| 32 | Discount (\%) Off Catalog/Pricelist for High Mast Systems - Lowering Devices Roadway Lighting | Please state the discount (\%) on catalog/pricelist for High Mast Systems - Lowering Devices Roadway Lighting. Catalog/Pricelist Must be inctuded or Proposal will not the considered | [__ \% | N/A | N/A |
| 33 | Discount (\%) Off Catalog/Pricelist for All Other Roadway Lighting | Please state the discount (\%) off catalog/pricelist for All Other Roadway Lighting. Catalog/Pricelist Must be included or Proposal will not be considered | -2_ \% | DURALIGHT Catalogue \& Pricelist | Total discount cannot exceed over 2\% per order for quantities over 55 units in any product category. |
| Section Vill: Wall and Canopy Lighting Products |  |  |  |  |  |
| 34 | Discount (\%) Off Catalog/Pricelist for List for Wall and Canopy Lighting Products | Please state the discount (\%) off calalog/pricelist for List for Wall and Canopy Lighting Products Catalog/Pncelist Must be included or Proposal will not be considered | 2___ \% | DURALIGHT Catalogue \& Pricelist | Total discount cannot exceed over $2 \%$ per order for quantities over 55 units in any product category. |
| Section IX: Infrastructure Floodlighting |  |  |  |  |  |
| 35 | Discount (\%) Off Catalog/Priceist for Floodighting Products | please state the discount (\%) off catalog/pricelist for Floodlighting Products. Catalog/Pricelist Must be included or Proposal will not be considered. | _2_\% | DURALIGHT Catalogue \& Pricelist | Total discount cannot exceed over $2 \%$ per order for quantities over 55 units in any product category. |
| Section X: Infrastructure Poles |  |  |  |  |  |
| 36 | Discount (\%) OH Catalog/Pricelist for Round Tapered Aluminum Poles | Please state the discount (\%) off catalog/pricelist for Round Tapered Aluminum Poles Catalog/Priceist Must te included or Proposal will not be considered. | \% | N/A | N/A |
| 77 | Discount (\%) Of Catalog/Pncelist for Round Tapered Steel Poles | Please state the discount (\%) off catalog/pricelist for Round Tapered Steel Potes Catalog/Pricelist Must be included or Proposal will not be considered | _\% | N/A | N/A |
| 38 | Discount (\%) Off Catalog/Pricelist for Square Straight Aluminum Poles | Please state the discount (\%) off catalog/pricelist for Square Straight Aluminum Poles Catalog/Pricelist Must be included or Proposal will not be considered. | _\% | N/A | N/A |
| 39 | Discount (\%) Off Catalog/Pricelist for Square Straight Steel Poles | Please state the discount (\%) off catalog/gricelist for Square Straight Steel Poles. Catalog/Pricelist Must de included or Proposal will not be considered. | \% | N/A | N/A |
| 40 | Discount (\%) OH Catalog/Pricelist for High Mast Poles | Please state the discount (\%) of catalog/pricelist for High Mast Poles Catalog/Pricelist Must te included or Proposal will not be considered | - \% | N/A | N/A |
| 41 | Discount (\%) Off Catalog/Pricetist for Extruded Aluminum/Modular Poles | Please state the discount (\%) off catalog/aricelist for Extruded Aluminum/Modular Poles Catalog/Pricelist Must be included or Proposal will not be considered | [_\% | N/A | N/A |

## Exhibit "A"



# Exhibit "A" <br> ( ${ }^{\text {D DURALIGHT }}{ }^{\circ}$ Traffic Signal \& Lighting Products 

Duralight LED Lighting Catalog

TRASTAR, INC.

## TRASTAR, INC.

www.trastarusa.com

Date: 10/10/2018
DURALIGHT* 2018 PRICE LIST

| BuyBoard Specification Category | Part/tem Number | Item Description | List Price |
| :---: | :---: | :---: | :---: |
| DURA-ST COBRAHEAD |  |  |  |
| 27, 28, 33 | DURA-ST10 | 40W DURA-ST LED Cobrahead Roadway Lighting | \$198.00 |
| 27, 28, 33 | DURA-ST15 | 65W DURA-ST LED Cobrahead Roadway Lighting | \$208.00 |
| 27, 28, 33 | DURA-ST20 | 100W DURA-ST LED Cobrahead Roadway Lighting | \$248.00 |
| 27, 28, 33 | DURA-ST25 | 140W DURA-ST LED Cobrahead Roadway Lighting | \$298.00 |
| 27, 28, 33 | DURA-ST40 | 200W DURA-ST LED Cobrahead Roadway Lighting | \$328.00 |
| 27, 28, 33 | DURA-ST40S | 220W DURA-ST LED Cobrahead Roadway Lighting | \$368.00 |
| JXM-ST COBRAHEAD |  |  |  |
| 27, 28, 33 | JXM-ST140-3 | 100W JXM-ST LED Cobrahead Roadway Lighting | \$278.00 |
| 27, 28, 33 | JXM-ST140 | 130 W JXM-ST LED Cobrahead Roadway Lighting | \$318.00 |
| 27, 28, 33 | JXM-ST140-4 | 150W JXM-ST LED Cobrahead Roadway Lighting | \$348.00 |
| 27, 28, 33 | JXM-ST180-3 | 170W JXM-ST LED Cobrahead Roadway Lighting | \$358.00 |
| 27, 28, 33 | JXM-ST180 | 200W JXM-ST LED Cobrahead Roadway Lighting | \$368.00 |
| 27, 28, 33 | JXM-ST180-4 | 250 W JXM-ST LED Cobrahead Roadway Lighting | \$398.00 |
| 27, 28, 33 | JXM-ST180-4-1 | 285W JXM-ST LED Cobrahead Roadway Lighting | \$458.00 |
| 27, 28, 33 | JXM-ST180-4-2 | 320 W JXM-ST LED Cobrahead Roadway Lighting | \$479.00 |
| 27, 28, 33 | JXM-ST110LED | 135W JXM-ST LED Shoebox Roadway Lighting | \$528.00 |
| HIGH MAST LUMINAIRES |  |  |  |
| 31 | JXM-ST-HM6-A | 450W LED High Mast Luminaires | \$886.00 |
| 31 | JXM-ST-HM6-B | 450W LED High Mast Luminaires | \$886.00 |
| 31 | JXM-ST-HM4-S | 300W LED High Mast Luminaires | \$886.00 |
| LEDFLOOD LIGHT |  |  |  |
| 35 | JXM-ST-A1 | 35W LED Flood Light | \$112.00 |
| 35 | JXM-ST-A2 | 65W LED Flood Light | \$138.00 |
| 35 | JXM-ST-A3 | 130W LED Flood Light | \$208.00 |
| 35 | JXM-ST-A4 | 185W LED Flood Light | \$338.00 |
| 35 | JXM-ST-A5 | 240W LED Flood Light | \$378.00 |
| LED WALL \& CANOPY LIGHTINGS |  |  |  |
| 34 | JXM-ST-WPK1 | 30W LED Wail Pack | \$98.00 |
| 34 | JXM-ST-WPK2 | 60W LED Wall Pack | \$148.00 |
| 34 | JXM-ST-WPK3 | 80W LED Wall Pack | \$158.00 |
| 34 | JXM-ST-LB40 | 55W LED Low Bay Fixtures | \$198.00 |
| 34 | JXM-ST-LB80 | 75W LED Low Bay Fixtures | \$198.00 |
| 34 | JXM-ST-HB | 150W LED High Bay Fixtures | \$298.00 |
| 34 | JXM-ST-HB1 | 200W LED High Bay Fixtures | \$328.00 |
| 34 | JXM-ST-HB2 | 300W LED High Bay Fixtures | \$368.00 |



POWER CONSUMPTION - Saves $50-70 \%$.
EXPECTED LED LIFE - 100,000 hrs.
LED TECHNOLOGY - Latest technology on Hi-Flux LEDs, Minimal CRI of 70.

OPTICS - Special secondary optical lens design to maximize light output \& uniformity. Each lens allows the fixture to generate different lighting patterns. Dimmable option.

DISTRIBUTION LAYOUT - Available: Type II. III, IV. V.
OPERATING TEMPERATURE $-\quad-40 \mathrm{C}^{\circ} \sim+70 \mathrm{C}^{\circ}$.
HOUSING - Die cast aluminum housing with powder coat finish. Single, self-contained device, not requiring on-site assembly for installation, designed to prevent the buildup of water and accumulated debris. Tool-less entry housing. Watertight, IP-66.

LUMINAIRE EFFICACY - $\geq 115 \mathrm{~lm} / \mathrm{w}$.
COLOR CORRELATED TEMPERATURE (CCT) - 3.000 K to $6,000 \mathrm{~K}$.


| Model Number: | DURA- <br> ST10 | DURA- <br> ST15 | DURA- <br> ST20 | DURA- <br> ST25 | DURA- <br> ST40 | DURA- <br> ST40S |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Wattage Level: | 40 W | 65 W | 100 W | 140 W | 185 W | 220 W |
| Lumen Output: | $\approx 4600$ | $\approx 7475$ | $\approx 11500$ | $\approx 16100$ | $\approx 21275$ | $\approx 25300$ |
| CRI: | $>70$ | $>70$ | $>70$ | $>70$ | $>70$ | $>70$ |
| Power Factor: | $>0.9$ | $>0.9$ | $>0.9$ | $>0.9$ | $>0.9$ | $>0.9$ |
| Weight (lbs): | $\leq 12$ | $\leq 12$ | $\leq 16$ | $\leq 16$ | $\leq 16$ | $\leq 16$ |
| EPA (sqft): | 0.46 | 0.46 | 0.65 | 0.65 | 0.65 | 0.65 |

Any additional technical information or sales support regarding these and other LED Products, please contact us

## HOUSING SIZES:



ORDERING/OPTIONS



NOTE: 1. Fixtures come with a Standard 7-Pin Receptacle.
2. Color other than the standard Gray may incur an extra charge. Please contact us for additional information.

TRASTAR, INC.


POWER CONSUMPTION - Saves $50-70 \%$.
EXPECTED LED LIFE - 100,000 hrs.
LED TECHNOLOGY - Latest technology on Hi-Flux LEDs. Minimal CRI of 70.

OPTICS - Special secondary optical lens design to maximize light output \& uniformity. Each lens allows the fixture to generate different lighting patterns. Dimmable option.

DISTRIBUTION LAYOUT - Available: Type II, III, IV, V.
OPERATING TEMPERATURE - $-40 \mathrm{C}^{\circ} \sim+70 \mathrm{C}^{\circ}$.
HOUSING - Die cast aluminum housing with powder coat finish. Single, self-contained device, not requiring on-site assembly for installation, designed to prevent the buildup of water and accumulated debris. Tool-less entry housing. Watertight, IP67.

THERMAL MANAGEMENT - Heat sink fins are incorporated into the external design to allow for dispensing heat.

MOUNTING - Up to $90^{\circ}$ mounting angle adjustability. Easy adjustable mounting hardware for various mounting angles and pole sizes.

ELECTRICAL FEATURES - Integral power surge protector tested in conformance to ANSI/IEEE C62.45 procedures.
Comes with a variable voltage power supply either
$120-277 \mathrm{VAC}$ or $249-528 \mathrm{VAC}$.
Twist-lock photocell included ( 3 or 7 pins). UL 1598. UL 8750. and CSA C22.2 certified.

LUMINAIRE EFFICACY - $\geq 115 \mathrm{~lm} / \mathrm{w}$.
COLOR CORRELATED TEMPERATURE (CCT) - 3.000 K to $6,000 \mathrm{~K}$.


| Model Number: | JXM- <br> ST140-3 | JXM- <br> ST140 | JXM- <br> ST140-4 | JXM- <br> ST180-3 | JXM- <br> ST180 | JXM- <br> ST180-4 | JXM-ST <br> 180-4-1 | JXM-ST <br> 180-4-2 |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Wattage Level: | 100 W | 130 W | 150 W | 170 W | 200 W | 250 W | 285 W | 320 W |
| Lumen Output: | $\approx 11500$ | $\approx 15000$ | $\approx 17200$ | $\approx 19500$ | $\approx 23000$ | $\approx 28700$ | $\approx 33000$ | $\approx 37000$ |
| CRI: | $>70$ | $>70$ | $>70$ | $>70$ | $>70$ | $>70$ | $>70$ | $>70$ |
| Power Factor: | 0.99 | 0.99 | 0.99 | 0.99 | 0.99 | $>0.9$ | $>0.9$ | $>0.9$ |
| Weight (lbs): | $\leq 27$ | $\leq 27$ | $\leq 27$ | $\leq 35$ | $\leq 35$ | $\leq 35$ | $\leq 40$ | $\leq 40$ |
| EPA (sqft): | 0.543 | 0.543 | 0.543 | 0.805 | 0.805 | 0.805 | 0.915 | 0.915 |

Any additional technical information or sales support regarding these and other LED Products, please contact us:

ROHS

## HOUSING SIZES:



ORDERING/OPTIONS Example: JXM-ST180-4-1-40K-120-2-GR-SC


NOTE: 1. Fixtures come with a Standard 3-Pin Receptacle. Please contact us for 7 pin option if required.
2. Color other than the standard Gray may incur an extra charge. Please contact us for additional information.

## TECHNICAL DATA

## POWER CONSUMPTION - Saves 50-70\%.

EXPECTED LED LIFE - 100,000 hrs.
LED TECHNOLOGY - Latest technology on Hi-Flux LEDs, Minimum CRI of 70.

OPTICS - Special secondary optical lens design to maximize light output \& uniformity. Easy field-rotatable optics to ensure proper orientation of luminaire.

DISTRIBUTION LAYOUT - Available: Type A. B. and S. OPERATING TEMPERATURE - $-40 \mathrm{C}^{\circ} \sim+70 \mathrm{C}^{\circ}$.

HOUSING - Die cast aluminum housing with powder coat finish. Single, self-contained device, not requiring on-site assembly for installation, designed to prevent the buildup of water and accumulated debris. Tool-less entry housing. Completely watertight.

THERMAL MANAGEMENT - Heat sink fins are incorporated into the external design to allow for dispensing heat.

MOUNTING $- \pm 5^{\circ}$ mounting angle adjustability. Complies with ANSI C136.31 for 3G vibration tests.

ELECTRICAL FEATURES - Integral power surge protector tested in conformance to ANSI/IEEE C62.45 procedures. Comes with a variable voltage power supply $120-277 \mathrm{VAC}$ ( 60 $\mathrm{HZ} \pm 3 \mathrm{HZ} \mathrm{AC}$ line). Also available with a step-down transformer built into the unit to accommodate 480 VAC . Typical driving current $=525 \mathrm{~mA}$ to 600 mA

## COLOR CORRELATED TEMPERATURE (CCT) - 4.000K

 to 6.000 K .
## NEIGHBORHOOD FRIENDLY OPTION AVAILABLE



| Model Number: | JXM-ST-HM6-A (Type A) | JXM-ST-HM6-B (Type B) | JXM-ST-HM4-S (Type S) |
| :--- | :---: | :---: | :---: |
| Wattage Level: | 450 W | 450 W | 300 W |
| Lumen Output: | $\approx 49500$ | $\approx 49500$ | $\approx 33000$ |
| CRI: | $>70$ | $>70$ | $>70$ |
| Power Factor: | 0.95 | 0.95 | 0.95 |
| Weight (lbs): | $\leq 52$ | $\leq 52$ | $\leq 52$ |
| EPA (sqft): | 1.29 | 1.29 | 1.29 |

*Meet TXDOT current High Mast specifications, has been used on TXDOT projects*
Any additional technical information or sales support regarding these and other LED Products, please contact us


ORDERING/OPTIONS
Example: JXM-ST-HM6-40K-480-A-GR-L
-


JXM DURALIGHT
LED

|  | CCT |  |
| :---: | ---: | :---: |
| 40 K | $4000 \mathrm{~K}( \pm 300)$ |  |
|  | (Standard CCT) |  |
| 50 K | $5000 \mathrm{~K}( \pm 300)$ |  |
| 60 K | $6000 \mathrm{~K}( \pm 300)$ |  |


$480 \quad 480 \mathrm{~V}$,
-

-


| GR | Gray Housing <br> (Standard) |
| :--- | :--- |
| BK | Black $^{1}$ |
| BZ | Bronze $^{1}$ |
| DG | Dark Green $^{\text {1 }}$ |
| SP | Special Color <br> (Provide Chip) |



L Utility Label

NOTE: 1. Color other than the standard Gray may incur an extra charge. Please contact us for additional information.

TRASTAR, INC.

## TECHNICAL DATA

## POWER CONSUMPTION - Saves 50-70\%

EXPECTED LED LIFE - 100.000 hrs .
LED TECHNOLOGY - Latest technology on Hi-Flux LEDs. Minimal CRI of 70.

OPTICS - Special optical lens design to maximize light output \& uniformity. Each lens allows the fixture to generate different lighting patterns. Equipped with diffusing lens to minimize glare.

## OPERATING TEMPERATURE - $-40 \mathrm{C}^{\circ} \sim+70 \mathrm{C}^{\circ}$

HOUSING - Die cast aluminum housing with powder coat finish. Tempered glass. Single, self-contained device, not requiring on-site assembly for installation. Watertight IP-66.

THERMAL MANAGEMENT - Heat sink fins are incorporated into the external design of the fixture, allowing it to evenly dispense heat.

MOUNTING - Easy yoke mounting hardware for indoor/outdoor lighting on parking garage/lots, buildings, storage sites, etc.

ELECTRICAL FEATURES - Comes with a variable voltage power supply $120-277 \mathrm{VAC}$. Also available with a step-down transformer built onto the unit to accommodate 480 VAC . ETL Listed conforming to UL STD 1598.

## LUMINAIRE EFFICIENCY - $\geq 100 \mathrm{~lm} / \mathrm{w}$

COLOR CORRELATED TEMPERATURE (CCT) - 4.000K


Typical Distribution Pattern

 to 6.000 K

| Model Number: | JXM-ST-A1 | JXM-ST-A2 | JXM-ST-A3 | JXM-ST-A4 | JXM-ST-A5 |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Wattage Level: | 35 W | 65 W | 130 W | 185 W | 240 W |
| Lumen Output: | $\approx 3500$ | $\approx 6500$ | $\approx 13000$ | $=18500$ | $\approx 24000$ |
| CRI: | $>70$ | $>70$ | $>70$ | $>70$ | $>70$ |
| Power Factor: | 0.99 | 0.99 | 0.99 | 0.99 | 0.99 |

Any additional technical information or sales support regarding these and other LED Products, please contact:

TECHNICAL DATA

POWER CONSUMPTION - Saves 50-70\%
EXPECTED LED LIFE - $100,000 \mathrm{hrs}$.
LED TECHNOLOGY - Latest technology on Hi-Flux LEDs, Minimal CRI of 70.

OPTICS - Special optical lens design to maximize light output \& uniformity. Each lens allows the fixture to generate different lighting patterns. Equipped with diffusing lens to minimize glare.

OPERATING TEMPERATURE - $-40 \mathrm{C}^{\circ} \sim+70 \mathrm{C}^{\circ}$
HOUSING - Die cast aluminum housing with powder coat finish.
 Tempered glass. Single, self-contained device, not requiring on-site assembly for installation. Watertight IP-66.

THERMAL MANAGEMENT - Heat sink fins are incorporated into the external design of the fixture, allowing it to evenly dispense heat.

## ELECTRICAL FEATURES - Comes with a variable voltage

 power supply 120-277VAC. Also available with a step-down transformer built onto the unit to accommodate 480 VAC . ETL Listed conforming to UL STD 1598.
## LUMINAIRE EFFICIENCY - $\geq 85 \mathrm{~lm} / \mathrm{w}$

## COLOR CORRELATED TEMPERATURE (CCT) $-4,000 \mathrm{~K}$

 to $6,000 \mathrm{~K}$

| Model Number: | JXM-ST-WPK1 | JXM-ST-WPK2 | JXM-ST-WPK3 |
| :--- | :---: | :---: | :---: |
| Wattage Level: | $30 W$ | $60 W$ | 80 W |
| Lumen Output: | $\approx 2600$ | $\approx 5200$ | $\approx 7200$ |
| CRI: | $>70$ | $>70$ | $>70$ |
| Power Factor: | 0.99 | 0.99 | 0.99 |

Any additional technical information or sales support regarding these and other LED Products, please contact:

## TECHNICAL DATA

funturn

## POWER CONSUMPTION - Saves 50-70\%

## EXPECTED LED LIFE - 100.000 hrs.

LED TECHNOLOGY - Latest technology on Hi-Flux LEDs, Minimal CRI of 65.

OPTICS - Special optical lens design to maximize light output \& uniformity. Each lens allows the fixture to generate different lighting patterns. Equipped with diffusing lens to minimize glare.

## OPERATING TEMPERATURE - $-40 \mathrm{C}^{\circ} \sim+70 \mathrm{C}^{\circ}$

HOUSING - Die cast aluminum housing with powder coat finish. Tempered glass. Single, self-contained device, not requiring on-site assembly for installation. Approximate Weight is less than lolbs.

THERMAL MANAGEMENT - Heat sink fins are incorporated into the external design of the fixture, allowing it to evenly dispense heat.

MOUNTING - Easy yoke mounting hardware for indoor/outdoor lighting on parking garage/lots, storage sites, etc.

ELECTRICAL FEATURES - Comes with a variable voltage power supply $120-277 \mathrm{VAC} .480 \mathrm{VAC}$ is also available. ETL Listed conforming to UL STD 1598.

LUMINAIRE EFFICIENCY - $\geq 130 \mathrm{~lm} / \mathrm{w}$
COLOR CORRELATED TEMPERATURE (CCT) - 3,000K to $5,000 \mathrm{~K}$


| Model Number: | JXM-ST-LB40 | JXM-ST-LB80 |
| :--- | :---: | :---: |
| Wattage Level: | 55 W | 75 W |
| Lumen Output: | $\approx 7400$ | $\approx 10000$ |
| CRI: | $>65$ | $>65$ |
| Power Factor: | $>0.9$ | $>0.9$ |

Any additional technical information or sales support regarding these LED products, please contact:

TECHNICAL DATA

## POWER CONSUMPTION - Saves 50-70\%

EXPECTED LED LIFE - 100.000 hrs .
LED TECHNOLOGY - Latest technology on Hi-Flux LEDs, Minimal CRI of 70.

OPTICS - Special optical lens design to maximize light output \& uniformity. Each lens allows the fixture to generate different lighting patterns. Sensor and Dimming options available.

## OPERATING TEMPERATURE - $-40 \mathrm{C}^{\circ} \sim+70 \mathrm{C}^{\circ}$

HOUSING - Die cast aluminum housing with powder coat finish. Tempered glass. Single, self-contained device, not requiring on-site assembly for installation. Watertight. IP65 (different colors are available).

THERMAL MANAGEMENT - Heat sink fins are incorporated into the external design of the fixture, allowing it to evenly dispense heat.

MOUNTING - Easy mounting ring for indoor/outdoor lighting on warehouse, storage sites, etc.

## LUMINAIRE EFFICIENCY - $\geq 105 \mathrm{~lm} / \mathrm{w}$

## COLOR CORRELATED TEMPERATURE (CCT)

$-3,000 \mathrm{~K}$ to $6,000 \mathrm{~K}$

## ELECTRICAL FEATURES

- Comes with a variable voltage power supply
$120-277 \mathrm{VAC} .480 \mathrm{VAC}$ is also available.


ETL Listed conforming to UL STD 1598.


| Model Number: | JXM-ST-HB | JXM-ST-HB1 | JXM-ST-HB1 |
| :--- | :---: | :---: | :---: |
| Wattage Level: | 150 W | $\leq 200 \mathrm{~W}$ | $\leq 300 \mathrm{~W}$ |
| Lumen Output: | $\approx 16200$ | $\approx 21600$ | $=32400$ |
| CRI: | $>70$ | $>70$ | $>70$ |
| Power Factor: | 0.99 | 0.99 | 0.99 |

Any additional technical information or sales support regarding these and other LED Products, please contact us

