

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Trojan Technologies Corp.**, a Delaware corporation (hereinafter referred to as “Supplier”).

RECITALS

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Supplier represents that Supplier is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Supplier is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Goods Purchased

Supplier will supply and deliver the new equipment described on the Quotation, attached hereto as **Exhibit A** and incorporated by reference herein (“Equipment”).

Section 2. Equipment Price and Delivery Date

2.1. The price of the Equipment is **Five Hundred Ninety-Seven Thousand Seven Hundred Dollars (\$597,700)**, as shown on **Exhibit A**, and includes delivery to the Wastewater Treatment Plant (WWTP) located at 9275 SW Tauchman Street, Wilsonville, Oregon 97070 (“Delivery Location”). Sale shall occur upon inspection of the Equipment by the City and acceptance of delivery at the Delivery Location. Supplier will schedule a date and time for delivery. Delivery must occur on or before December 31, 2027. The City will pay Supplier as follows:

- 5% no later than 14 days from receipt of all approved submittals
- 15% no later than 14 days from release to fabrication
- 70% no later than 14 days after complete shipment or delivery, whichever occurs first
- 10% no later than 14 days after successful startup and commissioning or 180 days after shipment, whichever occurs first

2.2. Any set-off rights in the Contract notwithstanding, the City bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This provision does not adversely impact any of the City's rights under Supplier's warranties. The City shall pay Supplier interest on the outstanding balance at a rate of 1.5% per month, or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance.

2.3. The Equipment price is all-inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT) and any tariffs.

Section 3. Term.

Unless earlier terminated in accordance herewith, the term of this Contract shall be from the Effective Date until December 31, 2027. Any extension option must be exercised by the City, in writing, prior to expiration of the Initial Term of this Contract or any subsequent Extension Term.

Section 4. Assignment of Contract.

4.1. This Contract will be assigned by the City to the contractor selected by the City to undertake the WWTP Backup Ultraviolet (UV) System Replacement Project at the time the construction contract between the City and the selected contractor is fully executed. Supplier agrees to such assignment occurring. In the application of terms and conditions of this Contract after assignment occurs, Supplier will function as a supplier to the contractor, and all obligations of Supplier to the City will, after assignment, become obligations of Supplier to the contractor.

4.2. Without limiting the foregoing, Supplier's obligations to the City provided in **Section 8** of this Contract, and the other Contract provisions referenced therein, will survive and remain in full force and effect following the assignment.

4.3. Supplier may not delegate the performance of any of its obligation to a third party unless mutually agreed, in writing.

Section 5. Indemnity

5.1. Indemnification. Supplier acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Supplier's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Supplier's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Supplier shall not be considered a negligent act, error, omission, or willful

misconduct on the part of the City, and none of the foregoing shall relieve Supplier of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Supplier's negligent performance of this Contract, failure of performance hereunder. Supplier shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Supplier. As used herein, the term "Supplier" applies to Supplier and its own agents, employees, and suppliers.

Section 6. Warranties.

Supplier hereby agrees that Supplier will timely and thoroughly perform all warranty work. Work will be performed at the City's location unless the work cannot reasonably be performed on site. In that case, Supplier will be responsible for transporting the Equipment in need of warranty work from Wilsonville and back to Wilsonville. Supplier agrees to provide full warranty for labor and materials for all Equipment delivered to the City for a length of time not less than the manufacturer warranty for the specific Equipment. The full warranties are as follows: Supplier warrants that Equipment sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Equipment is for a period of eighteen (18) months from delivery or one (1) year from the date of installation, whichever comes first. Equipment repaired or replaced is not covered by any warranty except to the extent repaired or replaced by Supplier, an authorized representative of Supplier, or under specific instructions by Supplier, in which cases, the Equipment will be covered under warranty up to the end of the warranty period applicable to the original Equipment. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by Supplier in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Supplier shall become the property of Supplier. Except as included in Supplier's offer, no warranties are extended to consumable items and for normal wear and tear. Supplier's special warranties may include additional limitations. All other guarantees, warranties, conditions, and representations, either express or implied, whether arising under any statute, law, commercial usage, or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Equipment not meeting this warranty is replacement, repair, credit, or refund of the purchase price, as determined by Supplier in its sole discretion. This remedy will not be deemed to have failed its essential purpose so long as Supplier is willing to provide such replacement, credit, or refund. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Equipment manufactured by a third party ("Third Party Product") which are not incorporated into Supplier's Equipment are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Equipment, specific warranty terms may be obtained from the manufacturer's warranty statement.

Section 7. Early Termination; Default

7.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

7.1.1. By mutual written consent of the parties;

7.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Supplier by mail or in person; or

7.1.3. By Supplier, effective upon seven (7) calendar days' prior written notice, in the event of substantial failure by the City to perform in accordance with the terms through no fault of Supplier, where such default is not cured within the seven (7) calendar day period by the City. Withholding of disputed payment is not a default by the City.

7.2. If the City terminates this Contract in whole or in part, due to default or failure of Supplier to perform in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of twenty (20) calendar days to cure the default. If Supplier notifies the City that it cannot, in good faith, do so within the twenty (20) calendar day period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Supplier fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

7.3. If the City terminates this Contract for its own convenience not due to any default by Supplier, payment of Supplier shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Supplier against the City under this Contract.

Section 8. Survival

Termination under **Section 7** shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination. In particular, **Sections 5, 6, 7.2, 10, and 11** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 7**. Supplier shall surrender to the City items of work or portions thereof, for which Supplier has received payment or the City has made payment.

Section 9. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Supplier.

Section 10. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Mike Nacrelli, Senior Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Supplier: Trojan Technologies Corp.
 Attn: Jackie Corlett
 839 State Route 13
 Cortland, NY 13045

Section 11. Miscellaneous Provisions

11.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

11.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

11.3. Equal Opportunity. No person shall be discriminated against by Supplier or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City.

11.4. Adherence to Law. This Contract shall be subject to, and Supplier shall adhere to, all applicable federal, state, and local laws, including, but not limited to, laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Supplier is required by law to obtain or maintain in order to perform the work described in this Contract shall be obtained and maintained throughout the term of the Contract.

11.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

11.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

11.7. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

11.8. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

11.9. Modification. This Contract may not be modified except by written instrument executed by Supplier and the City.

11.10. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

11.11. Force Majeure. Supplier will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Supplier's reasonable control, including, but not limited to, strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Supplier's direction and control that would preclude any reasonable Supplier from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

11.12. Intellectual Property; Information Technology; Privacy. Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and the 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 to the extent such requirements specifically apply to equipment being sold to the City. To help ensure mutual compliance with applicable privacy laws, the City will not provide to or share with Supplier any personal data or personally identifiable information except when required to do so pursuant to Oregon public records laws, subpoena, or court order.

11.13. Limitation on Liability. THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AND AGENTS

ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF EQUIPMENT IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEEDS THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE CONTRACT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S NEGLIGENCE OR WILLFUL MISCONDUCT.

11.14. Tariffs. The City is aware of the possibility that the United States may impose tariffs, duties, or other surcharges ("Tariffs") on all goods made and/or shipped from Canada to the United States. If the applicable Incoterm requires Supplier to pay for the Tariffs, Supplier will be responsible for the payment of any such Tariffs; provided, however, that the City hereby agrees, notwithstanding the Incoterm, to reimburse Supplier in full for such Tariffs in the event they are imposed within thirty (30) days from receipt of an invoice from Supplier. Supplier shall provide applicable documentation demonstrating that the Tariffs were imposed, and that Supplier was required to pay those Tariffs and has indeed paid such Tariffs. If the applicable Incoterm requires the City to pay the Tariffs, the City shall pay any such potential Tariffs.

11.15. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

11.16. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

11.17. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

11.18. Interpretation. As a further condition of this Contract, the City and Supplier acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

11.19. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

11.20. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

11.21. Authority. Each party signing on behalf of Supplier and the City hereby warrants actual authority to bind their respective party.

The Supplier and the City hereby agree to all provisions of this Contract.

SUPPLIER:

CITY:

TROJAN TECHNOLOGIES CORP.

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

EXHIBIT A

We are pleased to submit this design and quote for the **WILSONVILLE (UV4000 REPL) WWTP** project. This quotation is based on the **TrojanUVSigna®** system, which incorporates cutting-edge technology, and features designed to reduce the total cost of ownership while effectively addressing the most challenging wastewater treatment requirements.

TrojanUVSigna: Incorporating the revolutionary TrojanUV Solo lamp® technology, innovative bank and channel design, and operator-centric features to reduce maintenance time, the TrojanUVSigna is an ideal solution for wastewater treatment plants in need of reliable UV technology with a lower total cost of ownership. Every system includes the following highlighted features:

Validation Performance and Lifetime Performance Guarantee: Real-world microbial testing and validated data, combined with our extensive experience, enable us to provide a Lifetime Performance Guarantee. Independently validated to USEPA and NWRI guidelines, the system maintains 86% UV output after 18,000 hours of use. The ActiClean® system helps maintain 94% sleeve transmittance, ensuring dependable treatment performance over time.

Solo Lamp and Driver Technology: The Trojan Solo Lamp combines the best features of low-pressure lamps for high efficiency and long lamp life, and medium-pressure lamps for higher UV output. With a powerful and efficient 1000 Watt long-life lamp paired with our tailored driver, it ensures low lamp counts, reliable dose delivery and unmatched electrical efficiency.

Automatic Lamp Sleeve Cleaning: Unique in the industry, the ActiClean system utilizes both mechanical and chemical cleaning, providing superior performance by cleaning 50% more effectively than mechanical wiping alone. This automatic chemical and mechanical cleaning system allows for uninterrupted operations and consistent UV dose delivery.

Stream Remote Monitoring: With the integrated Stream™ platform, operators can remotely monitor system performance, receive real-time alerts, and access diagnostics. This remote capability minimizes on-site intervention, reducing operational costs and maximizing system uptime.

Simplified Maintenance: Routine maintenance is streamlined with top-access lamps and the Automatic Raising Mechanism (ARM), which simplifies higher-level service. Fewer lamps and faster maintenance processes mean less downtime for the customer.

Validated Performance: Optimized water level management, combined with integrated bank light locks and directional bank walls, ensures superior treatment performance across a wide range of flow rates and water levels.

Support and Service: As your UV treatment partner, Trojan Technologies provides 24/7 technical assistance, guided troubleshooting, in-stock replacement parts, and access to a global network of certified technicians.

We look forward to working with you on this exciting project. We hope that our expertise, combined with the reliable TrojanUVSigna system, will enable you to provide Water Confidence™ to your customers and community.

DESIGN CRITERIA

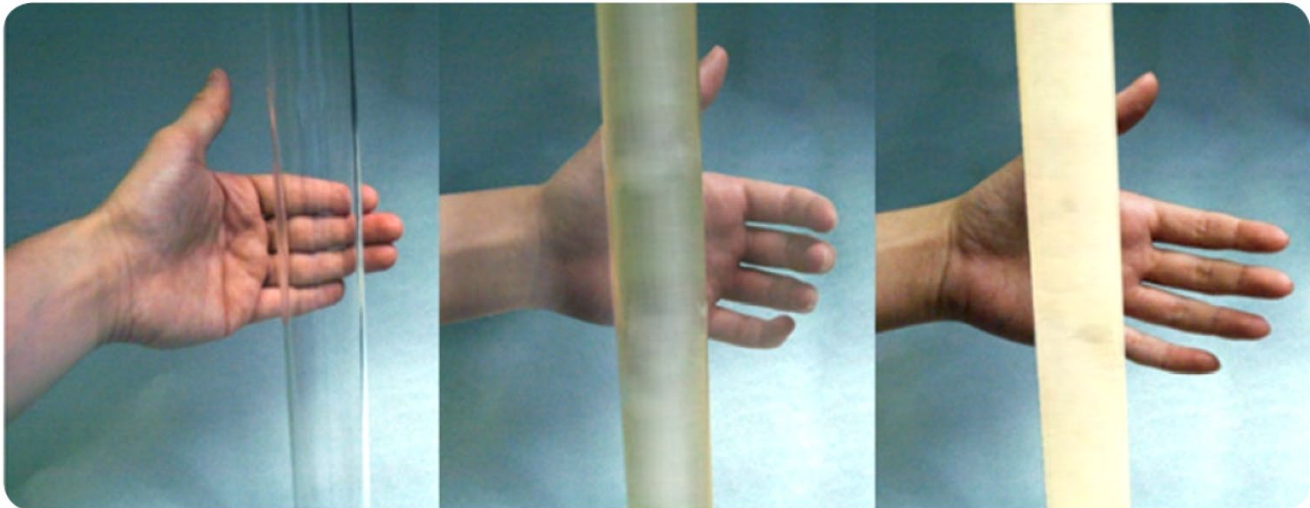
WILSONVILLE (UV4000 REPL) WWTP

Peak Design Flow:	8.80 MGD (US)
Average Design Flow:	2.56 MGD (US)
UV Transmittance:	55 % (minimum)
Total Suspended Solids:	20 mg/l (30 Day Average, grab sample)
Treatment Limit:	126 <i>E. coli</i> per 100 ml , based on, 30 day Geometric Mean of consecutive daily grab samples
Design Dose:	30 mJ/cm² MS2 RED UV Dose (bioassay validated)
Validation Factors:	0.86 end of lamp life factor (Low-Pressure Amalgam Lamps) 0.94 fouling factor (ActiClean-WW Chemical / Mechanical Cleaning System)

ActiClean™

Mechanical Wiping

No Cleaning



DESIGN SUMMARY

QUOTE: 245424

Based on the above design criteria, the TrojanUVSigna system proposed consists of:

CHANNEL	
Number of Channels:	1
Minimum Channel Length Required:	Existing (52' 2")
Channel Width at UV Banks:	2' 6³/₄"
Channel Depth Recommended:	Existing (9' 9¹/₂")
UV BANKS	
Number of Banks per Channel:	5 (4 – Duty, 1 – Redundant)
Number of Lamps per Bank:	8
Total Number of UV Lamps:	40 (Including 8 Redundant Lamps)
Maximum Duty Power Draw:	35.9 kW
UV PANELS	
Power Distribution Center Quantity:	1
System Control Center Quantity:	1 – PLC as per section 40 67 01
Hydraulic System Center Quantity	2
MISCELLANEOUS EQUIPMENT	
Level Controller Type Quantity:	1 – Fixed Weir – Included
Automatic Chemical / Mechanical Cleaning:	Included
Integral Bank Walls:	Included
UV Bank Lifting Device (ARM):	Included
Online UVT Monitor:	1 – HACH – Included
Spare Parts as per section 46 66 56:	Included
Start up as per section 46 66 56:	Included
Ballast Warranty / Seismic Calculations:	Included
Freight to Site:	Included
ELECTRICAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Power Distribution Center (Double Panel) requires an electrical supply of one (1) 480/277V 60Hz, 3 Phase, 4 Wire + Ground, 45.0 kVA. 2. The Hydraulic System Center requires an electrical supply of one (1), 480V 60Hz, 3 Phase, 3 Wire + Ground, 2.5 kVA. 3. The System Control Center requires an electrical supply of one (1) 120V 60Hz, 1 Phase, 2 Wire + Ground, 1.8 kVA. 4. The Online UVT Monitor requires an electrical supply of one (1) 120 Volts, 1 Phase, 2 Wire + Ground, 1 Amp. 5. Electrical disconnects required per local code are not included in this proposal. 	

COMMERCIAL INFORMATION

Total Capital Cost: \$ 597,700 (USD)

This price excludes any taxes that may be applicable and is valid for 90 days from the date of this letter.

Trojan Technologies' rate for additional service technician support / service is \$1,675 (USD) per day.

EQUIPMENT WARRANTIES

System Components: Trojan Technologies warrants all system components (excluding UV lamps) against defects in workmanship and materials for a period of 24 months from the date of start-up or 30 months after shipment, whichever comes first.

UV Lamps: UV lamps are warranted for 18,000 hours of operation or 3 years from shipment, whichever comes first. The warranty is pro-rated after 9,000 hours of operation, meaning if a lamp fails before 9,000 hours, a replacement lamp will be provided at no charge.

Electronic Lamp Drivers: Lamp Drivers ballasts are warranted for 10 years, pro-rated after 1 year.