

TOOELE CITY CORPORATION

RESOLUTION 2025-67

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH TROJAN TECHNOLOGIES CORPORATION FOR UV DISINFECTION EQUIPMENT.

WHEREAS, Tooele City owns and operates a water reclamation facility ("Facility") for treatment of sewage and the production of reusable solids and irrigation water; and,

WHEREAS, the Facility has been in operation since about 2000 and is in need of repairs and upgrades, including new UV disinfection equipment ("Project"); and,

WHEREAS, on December 18, 2024, the City Council approved Resolution 2024-95, retaining J-U-B Engineers Inc. for Facility repair and upgrade engineering design services; and,

WHEREAS, JUB on behalf of the City, solicited public bids for the Project based upon price and qualifications in accordance with the City's procurement policies and procedures, as well as the procedures and requirements of UCA §11-39-101 *et seq.*; and,

WHEREAS, Trojan Technologies Corporation was evaluated as the highest ranked proponent for this type of specialty work, with a total cost proposal of \$ 699,018 (see Bid Tabulation attached as Exhibit A; total price includes base bid, performance and payment bond, extended three-year warranty, and spare parts), and, based on JUB's experience with trojan Technologies and knowledge of Trojan Technologies capabilities, JUB recommends that Trojan Technologies be awarded the contract for the Project; and,

WHEREAS, the City Administration requests an additional 10% as contingency (in the amount of \$69,902) for change orders for changed conditions which may arise during the project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit B) with Trojan Technologies Corporation in the amount of \$699,018.00 for the furnishing of UV Disinfection equipment at the Facility, and an additional 10% contingency (in the amount of \$69,902) is hereby approved which may be used for changed conditions as reviewed and approved by the Mayor.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by Tooele City Council this 16th day of August 2025.

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WHEREAS, JUB on behalf of the City, solicited public bids for the Project in accordance with the City's procurement policies and procedures, as well as the procedures and requirements of UCA §11-39-101 *et seq.*; and,

→ WHEREAS, Trojan Technologies Corporation was the lowest responsible bidder, with a total cost proposal of \$ 699,018 (see Bid Tabulation attached as Exhibit A), and, based on JUB's experience with Trojan Technologies and knowledge of Trojan Technologies capabilities, JUB recommends that Trojan Technologies be awarded the contract for the Project; and,

WHEREAS, the City Administration requests an additional 10% as contingency (in the amount of \$69,902) for change orders for changed conditions which may arise during the project, as reviewed and approved by the Mayor:

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This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by Tooele City Council this _____ day of _____ 2025.

Corrected Resolution was presented to the Council.

TOOELE CITY COUNCIL

(For)

(Against)

Melodi M. Dicus

Justin Brady

Plan E. Hause

DK McConnell

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. W.

ATTEST:

Shilo Baker

Shilo Baker, City Recorder

S E A L



Approved as to Form:

Tom O. Johnson

Tooele City Attorney's Office

Exhibit A

Bid Tabulation

WRF 2025 Miscellaneous Improvements**UV Disinfection Equipment Procurement****Bid Date: April 2, 2025**

	Trojan	Suez	Glasco
Cost of Goods, Services, and Tax (Base Bid)	\$633,501	\$485,780	\$436,537
Anticipated Operational and Maintenance Cost (20 year total, 5% Annual Interest Rate)	\$357,363	\$426,763	\$408,112
Total Life Cycle Cost:	\$990,864	\$912,543	\$844,649

The vendor bids are evaluated based on the evaluation criteria specified in section 00 31 00 of the bid form. The purpose of the criteria selected for evaluating the bid is to assess the experience, performance efficiency, quality, operational and maintenance ease, capital, and operating costs of the equipment. This thorough approach to selection ensures that the selected UV equipment best fits Tooele City's needs, extending beyond the capital cost. The UV Signa equipment proposed by Trojan Technologies is the most qualified, based on the evaluation matrix shown below.

Evaluation Summary:

Criteria	Weight	Weighted Points:		
		Trojan Points	Suez Points	Glasco Points
Experience (Form 00 31 00D)	25	25.0	20.0	18.3
Design and Performance (Form 00 31 00E)	25	23.1	20.5	16.8
Operation & Maintenance (Form 00 31 00F)	25	22.4	20.1	18.6
Cost (Form 00 310 00G)	25	20.8	23.0	25.0
Total Weighted Score:		91.3	83.6	78.7

Experience (Form 00 31 00 D):

Question/Criteria	Points Possible	Trojan Score	Suez Score	Glasco Score
Number of Units	25	25	20	15
Reference List	25	25	25	20
Installation List	25	25	15	20
Total:	75	75	60	55

Design and Performance (Form 00 31 00 E):

Question/Criteria	Points Possible	Trojan Score	Suez Score	Glasco Score
General Criteria				
Provide a performance guarantee for the proposed UV unit for operating under the design and performance criteria stated in the parts 1.07 and 1.08 of section 46 66 50.	25	20	20	25
Design Criteria				
Provide the total number of banks per channel required to meet the design criteria as described in Part 1.07 of specification Section 46 66 50.		20	20	16
Describe the number of redundant banks and lamps that can fit in the existing channel 2 in addition to the proposed UV configuration.	5	4	3	5
Provide the available lamp turndown range.	5	5	3	5
Provide the validated sleeve fouling derating factor used in design	10	10	10	4
Provide the UV lamp warm-up time.	15	15	9	15
Provide the channel head loss at the design flow and dosage described in part 1.07B in section 46 66 50. Provide the required weir height downstream (as measured from the bottom of the channel) of the UV system for smooth operation at design conditions.	10	8	10	10
Physical Design				
Provide scaled and dimensioned general arrangement drawings of the proposed UV modules and supporting equipment.	25	20	25	5
Indicate the required channel length to meet the design criteria given in Part 1.07 of Section 46 66 50.	15	15	12	9
Describe the module cleaning system.	20	20	8	8
Describe how UV banks are mounted/installed in a channel.	10	10	8	10
Describe any features used to prevent short circuiting of flow around the UV bulbs and banks.	10	10	8	8

Electrical and Instrumental				
Provide Process, Control, and Instrumentation diagrams. Indicate sheet number(s) of relevant information.	15	15	15	3
List the required instrumentation provided with each module. List additional instrumentation provided with the UV equipment package.	10	8	8	6
Indicate number of installations using Allen Bradley hardware (PLC, OIT, VFD) in your control panels?	5	5	5	5

Operation & Maintenance (Form 00 31 00 F):

Question/Criteria	Points Possible	Trojan Score	Suez Score	Glasco Score
Maintenance Items				
List equipment or appurtenances that can only be maintained when equipment is taken out of service?	15	15	12	9
Describe the procedure to change a lamp and sleeve.	15	15	15	12
Describe the procedure to change a ballast. At what frequency do sleeve wipers need to be replaced? (if applicable)	15	12	15	15
Equipment Operation				
Describe the startup and shutdown procedures or sequences for a single UV channel.	10	10	10	6
Describe the control system and strategies used to meet UV demand.	20	20	12	8
Describe safety features provided with equipment	25	25	15	15
Describe the bank lifting mechanism.	25	25	15	15

Replacement of Parts				
List the part or equipment with the longest fabrication and delivery time. Give approximate cost, time to fabricate and deliver.	15	9	12	15
List most common wear item, replacement interval, and cost.	15	9	16	15
Factory Service				
Indicate where service will be provided from for this project.	15	15	12	9
Are there any maintenance procedures that must be performed by a factory service technician? If so, list procedure.	15	15	15	15

Cost (Form 00 310 00 G):

Question/Criteria	Points Possible	Trojan Score	Suez Score	Glasco Score
Life Cycle Cost	200	166	184	200

Exhibit B

Agreement

00 52 00 - AGREEMENT BETWEEN BUYER AND SELLER

UV DISINFECTION EQUIPMENT PROCUREMENT

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THIS AGREEMENT is by and between

Tooele City Corporation

("Buyer")

and Trojan Technologies Corp

("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:

A. Provide Goods and Special Services to furnish **UV Disinfection Equipment** and related appurtenances.

2.02 The Buyer shall execute the Agreement and administer the Contract for Special Services associated with the preparation of Shop Drawings and other Submittals required for the project. The guaranteed money for the Special Services shall not exceed 5% of the total equipment cost.

2.03 The Buyer is not obligated under this Agreement beyond Special Services until it issues a "Notice to Commence Fabrication" to the Seller. A Notice to Commence Fabrication may be issued at any time for a maximum period of 365 days after the final approval of shop drawings and submittals as part of the Special Services. The Buyer will assign the remainder of this contract to the Contractor prior to issuing the Notice to Commence Fabrication.

2.04 The Seller shall deliver the required Bonds and insurance certificates in accordance with Article 4 of the General Conditions.

ARTICLE 3 – ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by J-U-B Engineers, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

4.01 The Point of Destination is designated as:

**TOOELE WATER RECLAMATION FACILITY
3300 N 1200 W
TOOELE, UT 84074**

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

A. *Days for Submittal of Shop Drawings and Samples.* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's Review in accordance with the following schedule. It is the intent of the parties that submittals be in accordance with Section 01 33 00.

Special Services				
Item	Notice to Begin Contract Times	Maximum	Contract	Time
		Beyond Notice (Days)		
Seller's First Shop Drawing Submittal	Effective Date of Agreement		10	
First Shop Drawing Returned to Seller	Effective Date of Agreement		20	
Seller's Second Shop Drawing Submittal	Effective Date of Agreement		30	
Second Shop Drawing Returned to Seller	Effective Date of Agreement		40	
Final Shop Drawing Submittal for Approval	Effective Date of Agreement		60	

B. *Days to Achieve Delivery of Goods.* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt in accordance with the following schedule.

Goods				
Item	Notice to Begin Contract Times	Maximum	Contract	Time
		Beyond Notice (Days)		
UV Disinfection Equipment Delivery	Notice to Commence Fabrication of System		270	

- C. The Seller shall not commence manufacture of any Goods until the Buyer issues a Notice to Commence Fabrication. Goods shall be delivered in accordance with Article 6 of the General Conditions.
- D. It is Buyer's intent to issue a Notice to Fabricate for **UV Disinfection Equipment** within 365 days following final approval of shop drawings and submittals as part of the Special Services.

5.03 *Liquidated Damages*

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$350 for each day that expires after the time specified in Paragraph 5.02.A for delivery of Special Services items and \$600 for each day that expires after the time specified in Paragraph 5.02.B. The total aggregate amount of liquidated damages to be paid Seller under this Agreement shall not, in any event, exceed 50% of the Contract Price actually paid to the Buyer hereunder.

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:
 - A. A Lump Sum of \$ _____ for the Special Services.
 - B. A Lump Sum of \$ _____ for the Goods.
 - C. The Contract Price for Goods and Special Services shall remain valid if the Buyer issues a Notice to Commence Fabrication within the timeframe noted in Article 5.02.D.
 - D. Adjustment of the contract price for the Goods may be made if the Notice to Commence Fabrication is issued after the 365 days following final approval of Shop Drawings and Samples. The contract price will be adjusted through Change Order based on the ratio of the Producers Price Index for Finished Goods of the month the Notice to Commence Fabrication is issued to the month of the Effective Date of the Agreement.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments for Special Engineering Services*

A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

Special Services		
Payment	Contract Milestone	Maximum Allowable Payment Amount
First Special Services Payment	Execution of Agreement including delivery of bonds and insurance	25 percent of the Contract price for Special Services
Second Payment Special Services	Engineer's completed review of all submittals/shop drawings with a response of No Exceptions Taken.	75 percent of the Contract price for Special Services

Goods		
Payment	Contract Milestone	Maximum Allowable Payment Amount
First Goods Payment	Notice to Commence Fabrication of all equipment	10 percent of the Contract price for the Goods
Second Goods Payment	Delivery to Point of Destination of all equipment.	70 percent of the Contract price for the Goods.
Third Goods Payment	Completion of commissioning, startup, field services and O&M Manuals.	10 percent of the Contract price for the Goods
Fourth (Final) Goods Payment	Successful completion of performance testing and Services After Startup.	10 percent of the Contract price for the Goods

ARTICLE 8 – INTEREST

8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
- B. If, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement

2. Performance Bond
3. Payment Bond
4. General Conditions
5. Supplementary Conditions
6. Specifications as listed in table of contents of the Project Manual;
7. Drawings, with each sheet bearing the following general title:

**WRF 2025 MISCELLANEOUS IMPROVEMENTS
UV DISINFECTION EQUIPMENT PROCUREMENT**

8. Addenda (Numbers ____ to ____, inclusive); Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety.
 - c. Seller's Bid, solely as to the prices set forth therein (pages ____ to ____, inclusive);
 - d. Documentation submitted by Seller prior to Notice of Award (pages ____ to ____, inclusive);
 - e. _____;
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Commence Fabrication;
 - c. Change Order(s);
 - d. Work Change Directive(s).

B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 10.

D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.

1. The Contract will be executed in the name of Buyer initially and will be assigned to a construction contractor designated by Buyer. Such construction contractor's responsibilities will include the installation of the Goods. The assignment is expected to occur following final approval of shop drawings and submittals as part of the Special Services. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
3. After assignment:
 - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.
 - b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.

B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Seller's Certifications

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on 7/30/2025 (which is the Effective Date of the Agreement).

Buyer: Tooele City Corporation

Seller: Trojan Technologies Corp

By: _____

By: _____

Address for giving notice:

90 North Main Street, Tooele, UT, 84074

Attest: _____

Address for giving notice:

839 State Route 13, Courtland, NY 13045-5630,
USA

Agent for service of process:

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

(If Seller is a corporation or a partnership,
attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

**EXHIBIT A-1 to Agreement Between
Buyer and Seller dated _____**

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between Tooele City Corporation ("Buyer") and
Trojan Technologies Corp ("Seller")
for furnishing Goods and Special Services under the Contract Documents entitled **WRF 2025**
MISCELLANEOUS IMPROVEMENTS - UV DISINFECTION EQUIPMENT PROCUREMENT
is hereby assigned, transferred, and set over to _____
("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of
Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms
of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

Tooele City Corporation

Buyer

(If Buyer is a corporation, attach evidence
of authority to sign. If Buyer is a public
body, attach evidence of authority to sign
and resolution or other documents authorizing
execution of Buyer-Seller Agreement.)

By: _____
(Signature) _____ (Title)

ASSIGNMENT

ACKNOWLEDGED AND ACCEPTED BY: Trojan Technologies Corp
Seller

(If Seller is a corporation, attach
evidence of authority to sign.)

By: _____
(Signature) _____ (Title)

ASSIGNMENT ACCEPTED BY:

Construction Contractor

(If Construction Contractor is a
corporation, attach evidence of authority
to sign.)

By: _____

EXHIBIT A-2 to Agreement Between
Buyer and Seller dated _____

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled **WRF 2025 MISCELLANEOUS IMPROVEMENTS - UV DISINFECTION EQUIPMENT PROCUREMENT** by and between

Tooele City Corporation

____ ("Buyer") and **Trojan Technologies Corp** _____ ("Seller") may be assigned, transferred, and set over to _____ ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: _____

By: _____

Signature and Title
(Attach Power of Attorney)

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