

Agreement

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Traffic Signal Controls, Inc., a Colorado corporation with a principal place of business at 3773 Monarch Street Unit E, Frederick, CO 80516 ("Vendor"), each a "Party" and collectively the "Parties."

Whereas, the Town needs to purchase traffic control signals and related equipment; and

Whereas, Vendor is in the business of selling such equipment.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Goods/Equipment

A. Vendor shall provide the goods identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, in accordance with this Agreement

B. The Town shall purchase one or more of the goods by issuing a written purchase order or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement.

II. Term

This Agreement shall commence on the Effective Date and shall continue until December 31, 2026 (the "Term").

III. Pricing/Maximum Compensation

A. The pricing/rates for the goods is contained in Exhibit A and shall be held firm for the Term of this Agreement. The Town does not guarantee any minimum purchase other than as provided herein. The amounts on Exhibit A shall include all fees, costs, and expenses incurred by Vendor, and no additional amounts shall be paid by the Town. Vendor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt. Each invoice shall include: (i) individual itemization of the goods; (ii) per unit price, extended and total; (iii) quantity ordered; (iv) an invoice number and date; (v) ordering department's name and "ship to" address; and (vi) agreed upon payment terms set forth herein.

B. In no event shall the Town be liable for aggregate payments under this Agreement in excess of \$249,800.00.

IV. Warranty

A. Vendor warrants and guarantees to the Town that all goods furnished under this Agreement are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Agreement which become defective within twelve (12) months (unless otherwise specified) after date of receipt by Town, Vendor shall either, at the Town's election and to the Town's satisfaction, remedy any and all defects or replace the defective goods at no expense to the Town within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

B. The Town's review, approval or acceptance of, or payment for any goods shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Vendor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

V. Shipping/Acceptance

A. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, a reference to this Agreement, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify the Town in writing of any price decreases immediately, and the Town shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to the Town.

B. The Town may inspect all goods prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveals

the goods that are defective or do not meet specifications. The Town's failure to accept or reject goods shall not relieve Vendor from its responsibility for such goods that are defective or do not meet specifications nor impose liability on the Town for such goods. If any part of the goods are not acceptable to the Town, the Town may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods at Vendor's expense; or (3) reject and return the goods at Vendor's cost. Any rejected goods are not to be replaced without written authorization from the Town, and any such replacement shall be on the same terms and conditions contained in this Agreement.

VI. Independent Contractor

Vendor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Vendor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Vendor for all purposes. Vendor shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Vendor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Vendor pursuant to this Agreement. At a minimum, Vendor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be

excess and not contributory insurance to that provided by Vendor. Vendor shall be solely responsible for any deductible losses under any policy.

VIII. Indemnification

Vendor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of Vendor, any subcontractor of Vendor, or any officer, employee, representative, or agent of Vendor, or which arise out of a worker's compensation claim of any employee of Vendor or of any employee of any subcontractor of Vendor.

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Vendor

**Traffic Signal Controls, Inc.
a Colorado corporation**

By: WC Towle
Name: WALTER C. TOWLE
Title: PRESIDENT

Exhibit A

Item	Qty	Description	Unit Price	Extension
1,2,3,4,5,6,9,10		<i>Erie Parkway & WCRT, & Highlands, & Bonanza, & Briggs, & Powers, & Countyline. Colliers Parkway & WCR 5, Flora View & WCR 5</i>		
	8	Standard Four Approach Intersection to Include:	\$ 25,275.00	\$ 202,200.00
	8	Omni Control Unit w/ SDLC Smarthness		
	24	Sensor Unit		
	8	Sensor w/ Connected Roadside Unit, V2X		
	8	Antenna, Synergy 9 in 1, Omni		
	8	Sensor Power Unit, Four Approach, Omni		
	8	Bracket, Mounting, For NoTraffic Omni and SPU		
	8	SDLC Cable to Controller		
	8	Antenna Mount 12 x 3.5 x 3.5 (Square)		
	8	Plate, Antenna, Universal for NoTraffic Antenna, Omni		
	32	Mounting, Adjustable Camera with 46" Extrusion		
	16	IMSA 19-1, 14 AWG/3 Conductor, Stranded, 1,000 ft		
7		<i>Erie Parkway & Meller (Installed, Currently a Demo)</i>		
	1	Standard Four Approach Intersection to Include:	\$ 23,800.00	\$ 23,800.00
	1	Nexus Control Unit, NoTraffic		
	3	Sensor Unit		
	1	Sensor w/ Connected Roadside Unit, V2X		
	1	Power Supply, Four Approach, Din Rail Mount For Cabinet		
	1	Antenna, Synergy 9 in 1, NoTraffic		
	1	Antenna Mount 12 x 3.5 x 3.5 (Square)		
	1	Din Rail Mount, Main w/ Switch and WI-FI Router		
	1	Bracket, Mounting, For NoTraffic Power Supply and Din Rail Main		
	1	Cable, Hub, SDLC, 5ft, DB15-DB25 For ATC Cabinet		
	4	Mounting, Adjustable Camera with 46" Extrusion		
	2	IMSA 19-1, 14 AWG/3 Conductor, Stranded, 1,000 ft		
8		<i>Erie Parkway & Flatirons Meadows (Installed, Currently a Demo)</i>		
	1	Standard Four Approach Intersection to Include:	\$ 23,800.00	\$ 23,800.00
	1	Nexus Control Unit, NoTraffic		
	3	Sensor Unit		
	1	Sensor w/ Connected Roadside Unit, V2X		
	1	Power Supply, Four Approach, Din Rail Mount For Cabinet		
	1	Antenna, Synergy 9 in 1, NoTraffic		
	1	Antenna Mount 12 x 3.5 x 3.5 (Square)		
	1	Din Rail Mount, Main w/ Switch and WI-FI Router		
	1	Bracket, Mounting, For NoTraffic Power Supply and Din Rail Main		
	1	Cable, Hub, SDLC, 5ft, DB15-DB25 For ATC Cabinet		
	4	Mounting, Adjustable Camera with 46" Extrusion		
	2	IMSA 19-1, 14 AWG/3 Conductor, Stranded, 1,000 ft		
TOTALS			\$ 249,800.00	

DELIVERY: 30-45 Days after APPROVED Submittals
TERMS: NET 30
FREIGHT: Included