

son

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred fourteen thousand two hundred ninety-eight dollars and no/100 (\$114,298.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred fourteen thousand two hundred ninety-eight dollars and no/100 (\$114,298.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred fourteen thousand two hundred ninety-eight dollars and no/100 (\$114,298.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than February 28, 2017. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise

County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Fairgrounds
4310 Highway 36 S
Rosenberg, TX 77471-9108

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Delta T Corporation dba Big Ass Solutions
Attn: Legal Department
2340 Innovation Dr.
Lexington KY 40511

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish

County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 5th day of December, 2016.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

DELTA T CORPORATION dba
BIG ASS SOLUTIONS

Ella Dunbar
Authorized Agent- Signature

Ella Dunbar
Authorized Agent- Printed Name

Counsel
Title

5 December 2016
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A: Scope of Service

hna I:\AGREEMENTS\2017 Agreements\Purchasing\BuyBoard Agreements\Lighting at Fairgrounds 12.05.16.docx

EXHIBIT A

PROPOSAL

Fort Bend County Fairgrounds

quote number: 00328412

BEHIND BIG ASS

Big Ass Solutions is dedicated to solving problems in the built environment. In 1999, we began producing high-volume, low-speed fans specifically engineered for industrial environments. They worked so well that our customers started installing them in commercial spaces, leading us to expand our product line to include fans with silent motors and refined styling perfect for spaces ranging from breweries to worship facilities. In 2012, we launched our Haiku® residential fan, which brought Big Ass Fans' dedication to engineering and efficiency into people's homes.

Since we knocked air movement and thermal comfort out of the park, our customers came to us with other problems – like dim, inefficient lighting. We added leading lighting experts to our herd of engineers and launched Big Ass Light in 2014. Like our fans, our line of brilliant LED fixtures aren't half-assed – they're Big Ass. And that's precisely why there's No Equal® no matter what we make.

Our ongoing success is due not only to our technologically advanced product lines and unique marketing approach, but also in large part to the hard work and commitment of a dedicated, enthusiastic workforce that maintains an unwavering focus on our customers.

CONTACT: Natalie Riddle

EMAIL: natalie.riddle@bigasssolutions.com

PHONE: 859-899-1279



00328412

Quote Information

Quote Number	00328412	Created Date	12/1/2016
Bill To Name	Fort Bend County Fairgrounds	Expiration Date	12/30/2016
Bill To:	4310 Highway 36 S	Ship To Name	Fort Bend County Fairgrounds
	Rosenberg, TX 77471-9108	Ship To:	4310 HWY 36 , GATE 4, BLDG C
	US		Rosenberg, TX 77471-9108
SFDC ID	10080030		US

General Information

Sales Rep	Natalie Riddle	Contact Name
E-mail	natalie.riddle@bigasssolutions.com	Contact Phone
Phone	859-899-1279	
Fax	859-233-0139	

Comments

Comments Buyboard Contract 501-15

Code	Product	Description	Qty	Sales Price	Total Price
L2-LIGHTING-INT	Level 2 Install, Interior Lighting Fixture, BAFCO supplied lift, 30 lights or more	Includes cost for All-terrain Boom Lift rental for 1 week.	95	\$ 275.00	\$26,125.00
L0-BOOMLIFT	Custom Installation Services - Boom/Specialty Lift Adder	Includes cost for All-terrain Boom Lift rental for 1 week.	1	\$3,825.00	\$3,825.00
BAS-HBL2-26050102100100	Ceiling Light Fixture, LED, 26,000 Lumens, Big Ass High Bay LED, 5000K, 120-277V, Regular Lens, 10ft Power Cord, Mounting - Cable 10ft	Includes cost for All-terrain Boom Lift rental for 1 week.	71	\$ 591.00	\$41,961.00
BAS-HBL2-26050102100100S1	Ceiling Light Fixture, LED, 26,000 Lumens, Big Ass High Bay LED, 5000K, 120-277V, Regular Lens, 10ft Power Cord, Mounting - Cable 10ft, Emergency Battery Option		24	\$ 771.00	\$18,504.00

Subtotal: \$90,415.00

Tax: \$ 0.00

Shipping: \$ 0.00

Grand Total: \$90,415.00

(877) 244-3267 | BIGASSSOLUTIONS.COM

An ISO 9001:2008 certified company | © 2014 Delta T Corporation dba the Big Ass Fan Company. All rights reserved.



00328412 \$90,415.00

CUSTOMER CONTACT INFORMATION

PLEASE CONFIRM AND COMPLETE ALL BILLING AND SHIPPING INFORMATION FOR YOUR ORDER.

ACCOUNTS PAYABLE (BILLING) ADDRESS:

4310 Highway 36 S, Rosenberg, TX, 77471-9108, US

IS THE BILLING ADDRESS ABOVE CORRECT? Y / N

If this address is incorrect, please provide correct information below:

Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ DUNS #: _____

SHIPPING ADDRESS:

4310 HWY 36 , GATE 4, BLDG C, Rosenberg, TX, 77471-9108, US

IS THE SHIPPING ADDRESS ABOVE CORRECT? Y / N

If this address is incorrect, please provide correct information below:

Contact Name: _____

Shipping Address: _____

City, State, Zip: _____

Email: _____

Phone: _____

DOES YOUR COMPANY REQUIRE A PURCHASE ORDER? Y / N

If yes, please provide documentation to your BAS sales representative.

IS YOUR ORGANIZATION TAX EXEMPT? Y / N

If yes, please provide documentation to your BAS sales representative.

STANDARD TERMS - NET 30 DAYS UPON APPROVAL

Shipping and handling is an estimate. Tax excluded from proposals unless requested or provided. Pricing excludes correction of any existing code violations and assumes standard installation.

Restocking fee for unopened shipping boxes is 25%; opened boxes will incur a 50% restocking fee. Returns must be received within 90 days. Customer will be responsible for return freight charges.

The Buyer must insure that product specifications are consistent with actual field installation requirements. Big Ass Fans product recommendations are based on product specifications as transmitted to the company. As such, Big Ass Fans is not responsible for inaccuracies between the communicated product specifications and actual field installation requirements. The Buyer of the specified products assumes responsibility for the cost of returning or exchanging specified product where specified product does not meet field requirements.

Any variations to product types or quantities (or omissions of existing light fixtures during the survey process – and now not represented in project) will be considered "add-on" and an additional material requirement. These add-on materials will be priced separately.

Regular working hours are Monday-Friday 7am-5pm, weekends and holidays excluded. All lifts provided for use by the installers are to be OSHA approved.

NOT INCLUDED IN STANDARD INSTALLATION PRICING:

- Prevailing wage or union labor rates.
- Fire alarm tie-in at the fire control panel.
- Clean-up or rework of existing electrical infractions.
- Relocation of obstacles including lighting, electrical conduits, gas lines, water lines, sprinkler lines, etc.
- Stamped structural, mechanical or electrical approvals.
- Electrical or fire permits and associated costs, or delays resulting from permitting process.
- Extensive safety or training orientations required before installers can work on site.
- Costs due to customer delays to the installation crew.
- Modification or movement of existing roof insulation.
- Stamped structural approval for any mounting method not shown in the Big Ass Fans installation guide.

PURCHASING OR USING ANY OF OUR PRODUCTS & SERVICES INDICATES YOU AGREE WITH OUR [TERMS OF SERVICE](#) AND [PRIVACY POLICY](#). (FOR FULL WARRANTY, TERMS AND CONDITIONS FOR ALL BIG ASS PRODUCTS, VISIT [BIGASSSOLUTIONS.COM](#).)

CLIENT

Signature

Printed Name

Date

BIG ASS SOLUTIONS

Signature

Printed Name

Date

(877) 244-3267 | [BIGASSSOLUTIONS.COM](#)



Level 2 Scope of Work – Interior Lighting

CAUTION: The following is a reference tool only. Please consult the appropriate lighting installation guide or product information sheet for complete installation instructions and safety guidelines.

WARNING: To reduce the risk of electric shock, wiring should be performed by a qualified electrician! Incorrect assembly can cause electric shock or damage lighting unit!

WARNING: Lighting installation must be in accordance with the National Electrical Code, ANSI/NFPA 70, and all local codes. Failure to comply with these codes could result in personal injury or property damage.

CUSTOMER RESPONSIBILITY CONSISTS OF:

- Receive and store the lighting shipment in a safe, dry place until installation
- AC power wiring installed per NEC from power source to existing lighting fixtures

BIG ASS FANS RESPONSIBILITY CONSISTS OF:

- Provide all lighting fixtures with SO cord attached, and any needed mounting cables
- Provide project management and schedule all installation work using licensed electrical contractor

BIG ASS FANS LIGHTING INSTALLER RESPONSIBILITY CONSISTS OF:

- Complete all installation work during regular business hours Monday-Friday, 7am-5pm, excluding holidays
- Obtain all required electrical permits and inspections
- Provide all needed aerial work platforms (not to exceed 30' ceiling height)
- Remove existing lighting fixtures per BAF provided drawings
- Install new lighting fixtures per BAF provided drawings, using BAF provided mounting cables, within 25 feet of an existing fixture location
- Provide and install per NEC, any MC cable and junction boxes required to install new fixtures, not to exceed 25 linear feet of MC cable per new fixture
- Wire per NEC, BAF provided SO cords on new fixtures into junction boxes
- If needed, provide and install cord ends and receptacles to meet any local electrical code requirements
- If existing fixtures are equipped with Reloc or other plug fittings, replace or rewire per NEC, as required
- Secure MC cable per NEC, with runs parallel and perpendicular to structure, using 90 degree turns
- Secure all excess SO cable and hanger cable neatly above fixtures using zip-ties
- If new fixtures are equipped with occupancy sensors, provide one-time setting of sensors
- Provide proper disposal of all packaging materials
- Provide proper documented disposal of any removed lighting fixtures and bulbs in accordance with all applicable federal, state and local regulations
- Lighting start-up and any needed operational training
- Complete the Check-In and Close-Out forms and return to BAF along with photos of completed installation (DOES NOT include any rewiring of existing electrical infrastructure to meet code requirements)

Exclusions:

Pricing does not include after-hours or weekend work, union labor, prevailing wage, rework of existing electrical grid, painting of conduit, rigid pipe, fire caulk or delays.

Clarifications:

A delay is defined as any delay that exceeds one hour for every eight man-hours worked.

PROPOSAL

Fort Bend County Fairgrounds

quote number: 00332559

BEHIND BIG ASS

Big Ass Solutions is dedicated to solving problems in the built environment. In 1999, we began producing high-volume, low-speed fans specifically engineered for industrial environments. They worked so well that our customers started installing them in commercial spaces, leading us to expand our product line to include fans with silent motors and refined styling perfect for spaces ranging from breweries to worship facilities. In 2012, we launched our Haiku® residential fan, which brought Big Ass Fans' dedication to engineering and efficiency into people's homes.

Since we knocked air movement and thermal comfort out of the park, our customers came to us with other problems – like dim, inefficient lighting. We added leading lighting experts to our herd of engineers and launched Big Ass Light in 2014. Like our fans, our line of brilliant LED fixtures aren't half-assed – they're Big Ass. And that's precisely why there's No Equal® no matter what we make.

Our ongoing success is due not only to our technologically advanced product lines and unique marketing approach, but also in large part to the hard work and commitment of a dedicated, enthusiastic workforce that maintains an unwavering focus on our customers.

CONTACT: Natalie Riddle

EMAIL: natalie.riddle@bigasssolutions.com

PHONE: 859-899-1279



00332559

Quote Information

Quote Number	00332559	Created Date	12/1/2016
		Expiration Date	12/30/2016
Bill To Name	Fort Bend County Fairgrounds	Ship To Name	Fort Bend County Fairgrounds
Bill To:	4310 Highway 36 S	Ship To:	4310 HWY 36 , GATE 4, BLDG C
	Rosenberg, TX 77471-9108		Rosenberg, TX 77471-9108
	US		US
SFDC ID	10080030		

General Information

Sales Rep	Natalie Riddle	Contact Name	
E-mail	natalie.riddle@bigasssolutions.com	Contact Phone	
Phone	859-899-1279		
Fax	859-233-0139		

Comments

Comments

Code	Product	Description	Qty	Sales Price	Total Price
BAS-01-VHL2-F-130-50-U	Lighting Fixture, LED, 14840 Lumens, Vapor Proof High Bay, 5000K, 120-277V	Grandstand #1	6	\$ 342.00	\$2,052.00
BAL-HBL1-20050101100100	Ceiling Light Fixture, LED, 20,000 Lumens, Big Ass High Bay LED, 5000K, 120-277V, Narrow Lens, 10ft Power Cord, Mounting - Cable 10ft	Grandstand #1	15	\$ 513.00	\$7,695.00
BAS-01-VHL2-F-130-50-U	Lighting Fixture, LED, 14840 Lumens, Vapor Proof High Bay, 5000K, 120-277V	Grandstand #3	13	\$ 342.00	\$4,446.00
L2-LIGHTING-INT	Level 2 Install, Interior Lighting Fixture, BAFCO supplied lift, 30 lights or more		34	\$ 275.00	\$9,350.00
BALB-SHIP	Lighting Shipping & Handling (Single Units)	Buy Board Contract # 50115	34	\$ 10.00	\$ 340.00

Subtotal: \$23,883.00

Tax: \$ 0.00

Shipping: \$ 0.00

Grand Total: \$23,883.00

(877) 244-3267 | BIGASSSOLUTIONS.COM

An ISO 9001:2008 certified company | © 2014 Delta T Corporation dba the Big Ass Fan Company. All rights reserved.



00332559 \$23,883.00

CUSTOMER CONTACT INFORMATION

PLEASE CONFIRM AND COMPLETE ALL BILLING AND SHIPPING INFORMATION FOR YOUR ORDER.

ACCOUNTS PAYABLE (BILLING) ADDRESS:

4310 Highway 36 S, Rosenberg, TX, 77471-9108, US

IS THE BILLING ADDRESS ABOVE CORRECT? Y / N

If this address is incorrect, please provide correct information below:

Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ DUNS #: _____

SHIPPING ADDRESS:

4310 HWY 36 , GATE 4, BLDG C, Rosenberg, TX, 77471-9108, US

IS THE SHIPPING ADDRESS ABOVE CORRECT? Y / N

If this address is incorrect, please provide correct information below:

Contact Name: _____

Shipping Address: _____

City, State, Zip: _____

Email: _____

Phone: _____

DOES YOUR COMPANY REQUIRE A PURCHASE ORDER? Y / N

If yes, please provide documentation to your BAS sales representative.

IS YOUR ORGANIZATION TAX EXEMPT? Y / N

If yes, please provide documentation to your BAS sales representative.

STANDARD TERMS - NET 30 DAYS UPON APPROVAL

Shipping and handling is an estimate. Tax excluded from proposals unless requested or provided. Pricing excludes correction of any existing code violations and assumes standard installation.

Restocking fee for unopened shipping boxes is 25%; opened boxes will incur a 50% restocking fee. Returns must be received within 90 days. Customer will be responsible for return freight charges.

The Buyer must insure that product specifications are consistent with actual field installation requirements. Big Ass Fans product recommendations are based on product specifications as transmitted to the company. As such, Big Ass Fans is not responsible for inaccuracies between the communicated product specifications and actual field installation requirements. The Buyer of the specified products assumes responsibility for the cost of returning or exchanging specified product where specified product does not meet field requirements.

Any variations to product types or quantities (or omissions of existing light fixtures during the survey process – and now not represented in project) will be considered "add-on" and an additional material requirement. These add-on materials will be priced separately.

Regular working hours are Monday-Friday 7am-5pm, weekends and holidays excluded. All lifts provided for use by the installers are to be OSHA approved.

NOT INCLUDED IN STANDARD INSTALLATION PRICING:

- Prevailing wage or union labor rates.
- Fire alarm tie-in at the fire control panel.
- Clean-up or rework of existing electrical infractions.
- Relocation of obstacles including lighting, electrical conduits, gas lines, water lines, sprinkler lines, etc.
- Stamped structural, mechanical or electrical approvals.
- Electrical or fire permits and associated costs, or delays resulting from permitting process.
- Extensive safety or training orientations required before installers can work on site.
- Costs due to customer delays to the installation crew.
- Modification or movement of existing roof insulation.
- Stamped structural approval for any mounting method not shown in the Big Ass Fans installation guide.

PURCHASING OR USING ANY OF OUR PRODUCTS & SERVICES INDICATES YOU AGREE WITH OUR [TERMS OF SERVICE](#) AND [PRIVACY POLICY](#). (FOR FULL WARRANTY, TERMS AND CONDITIONS FOR ALL BIG ASS PRODUCTS, VISIT [BIGASSSOLUTIONS.COM](#).)

CLIENT

Signature

Printed Name

Date

BIG ASS SOLUTIONS

Signature

Printed Name

Date

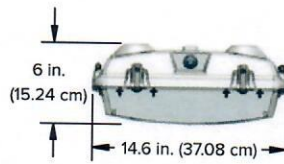
(877) 244-3267 | [BIGASSSOLUTIONS.COM](#)

An ISO 9001:2008 certified company | © 2016 Delta T Corporation dba Big Ass Solutions. All rights reserved



Vaporproof High Bay LED

TECHNICAL SPECIFICATIONS



Vaporproof High Bay LED Features

Housing

One-piece fiberglass upper body means no seams to crack, break or leak. It withstands corrosion, splashing water, hose-directed water, damage from external ice formation and temporary submersion.

Gasket

Built with a closed cell polyester gasket for maximum seal. High gasket compression recovery ensures a solid seal over life of fixture.

Diffuser

The frosted lens' 100% impact resistant acrylic improves efficacy and diffuses LEDs for a clean and smooth appearance. Frosted ends and lineal prisms on sides reduce glare as well.

CRI/CCT

85 CRI; 5000K

LEDs

The LED system delivers, on average, 70% lumen maintenance (L70) at 63,000 hours of operation at a forward current of 1000mA. High quality, long-life LEDs deliver up to 26,318 Lumens.

Minimum Starting Temperature

-40°C (-40°F)

Certifications

5VA Flammability Rating

Warranty

5- Year Warranty

Applications

Ideal for entrance lighting, car washes, public access, parking structures, beverage industry, food processing, construction sites or industrial lighting

Ordering Information

Family	Series	Lens	Wattage	Color Temperature	System Voltage	Options
BAS-01	VHL2	F: Frosted Impact resistant acrylic	247: 247W	40: 4000K 50: 5000K	U: 120/277 V	000: No options A: Occ Sensor S: 316 Stainless Steel Latches
			193: 193W			
			162: 162W			
			130: 130W			
			082: 82W			

Light Output

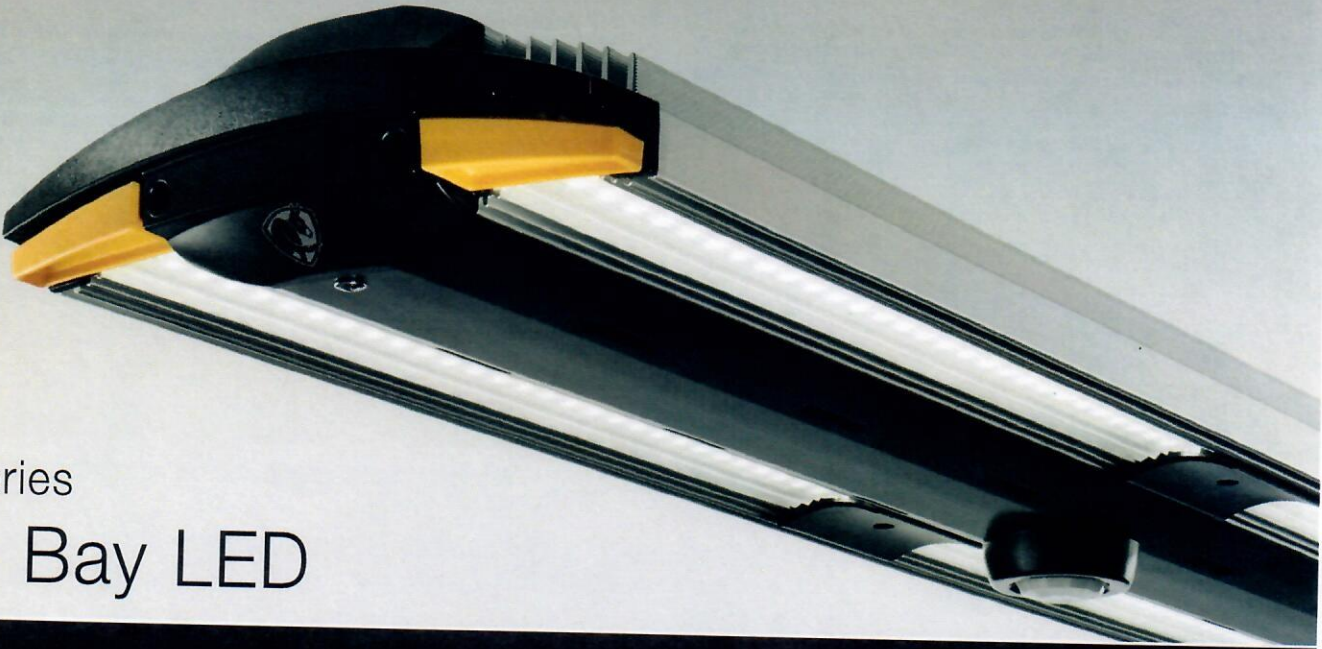
Product	Lumen Output	Wattage	CRI	Equivalent
BAS-01-VHL2F24750U00	26,318 lm	247W	85	400W HID
BAS-01-VHL2F19350U00	22,562 lm	193W		400W HID
BAS-01-VHL2F16250U00	19,604 lm	162W		400W HID
BAS-01-VHL2F13050U00	14,840 lm	130W		250W HID
BAS-01-VHL2F08250U00	9,915 lm	82W		150W HID

(855) 527-1478 | BIGASSLIGHT.COM



BIGASS
LIGHT

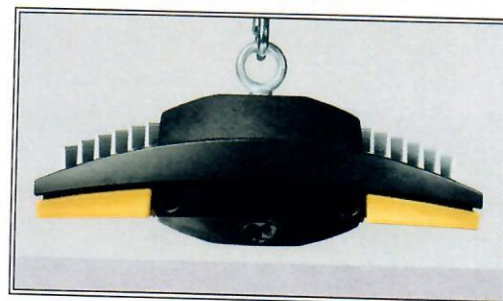
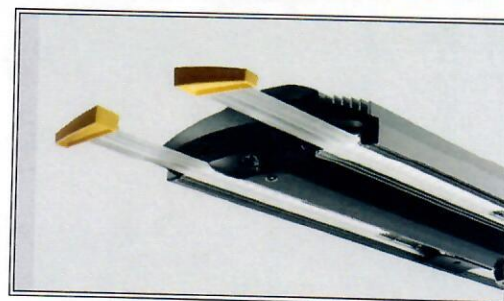
An ISO 9001:2008 certified company | © 2015 Delta T Corporation dba the Big Ass Solutions. All rights reserved



HBL Series High Bay LED

At Big Ass Solutions, we've put our right and left brains together to produce lighting fixtures that leave the competition in the shadows. Our Big Ass Light LEDs are conceived and constructed with the same engineering know-how and creative thinking as our Big Ass Fans and deliver the same exceptional long-term performance and outstanding energy efficiency. They're bright as day, tough as nails and never miss a corner of your space. And because they turn on instantly, there'll be no more waiting or fumbling in the dark when there's work to be done.

Big Ass Light's High Bay, Twin High Bay, Low Bay and Inverted LEDs outperform metal halides, fluorescents and competing LEDs across the board. Their heavy-duty anodized, extruded-aluminum housing provides superior heat dissipation and impact resistance, and their patented lumen maintenance trays protect from dirt while directing light where it's needed. They start up faster than fluorescent and HID fixtures and come with an industry-leading full seven-year warranty



(877) 244-3267 | BIGASSLIGHT.COM

04-15-2016



BIGASS
LIGHT

High Bay LED

TECHNICAL SPECIFICATIONS

Product Highlights

- Construction** — Heavy-duty single extruded aluminum heatsink designed to perform in ambient temperatures from -40°C to 55°C (-40°F to 131°F) (-35°C for 20K/40K fixtures). End caps formed of glass-filled polycarbonate. Lumen maintenance trays made of UVA/UVB-resistant acrylic with optional polycarbonate construction.
- Electrical** — Expected life (L70) more than 150,000 hours with an L90 at approximately 60,000 hours. Driver standard with internal 0–10 V input; optional external factory-installed 0–10 V cable. Available as multi-volt input (120–277 V or 347–480 V). Surge protection optional.
- Optics** — Patented lumen maintenance trays direct light 25 to 115 degrees to accommodate facility needs. Available in aisleway, narrow, regular, wide, and diffused. UVA/UVB-resistant acrylic standard; optional polycarbonate available (meets AIB requirements).
- Controls** — Optional integrated occupancy sensor (IP66 rated) provides wireless handheld configuration tool for ease of adjustment from floor level. Settings include high/low modes, time delay from 30 seconds to 30 minutes, optional secondary cutoff for bi-level control, sensitivity adjustment, photocell on/off control (1-250FC or disabled). Optional third-party controls available; contact Big Ass Light for request.
- Installation** — Standard installation with aircraft cable (500 lb [226 kg] safety factor); suitable for suspension by chain or single ¾" NPT pendant socket. Mount fixture at minimum distance of 24" (610 mm) from roof or ceiling structure. Fixture will operate in mounting distance less than 24" (610 mm) with reduced maximum ambient temperature rating.
- Listings** — TÜV SÜD-certified to UL and CSA standards. Listed for damp locations and ambient temperatures -40°C to 55°C (-40°F to 131°F) (-35°C to 55°C for 20K/40K) when suspended a minimum of 24" (610 mm) from ceiling or roof. DLC-qualified; refer to product list at www.designlight.org/QPL.
- Warranty** — 7-year complete fixture warranty in the US and Canada; includes power supplies. Certain exclusions apply. Warranty may vary by country. See complete warranty for details.
- Maintenance** — Zero-tool access to lumen maintenance tray; hinged door access to power supplies. Acrylic lumen maintenance tray may not be suitable for all industrial environments; contact Big Ass Light for details.
- Sensor** — Optional programmable, onboard occupancy/photo sensor with wireless remote.



Single Fixture



Twin Fixture

Ordering Information¹

BAL	HBL1								
Lighting	Series	Lumen Output	Color Temp	System Voltage ²	Lumen Maintenance Tray	Cord Length ³	Mounting Hardware ⁴	Controls	Options
BAL	HBL1	10: 10,500 lm 14: 14,200 lm 20: 19,800 lm 26: 25,600 lm 40: 40,000 lm 52: 52,000 lm	04: 4000K 05: 5000K	01: 120/277 V 02: 347/480 V	01: Narrow 02: Regular 03: Wide 04: Diffused 06: Aisleway	P1: Pendant wiring 10: 10 ft (3.05 m)	01: Aircraft cable, 10 ft (3.05 m) 04: Pendant mount, ¾" NPT	00: No external dimming 01: Occupancy/Photo, with dimming control, 120/277 V 02: Occupancy/Photo, with dimming control, 347 V 03: External dimming cable 04: Occupancy/Photo, with dimming control, 480 V	S1: Emergency Battery S7: Inverted Twin S9: Inverted Single S13: Surge Protections

¹Lead times may vary depending on options selected

²Additional transformer required for 347/480 V; contact Big Ass Light for details.

³Consult Big Ass Light for custom cord lengths.

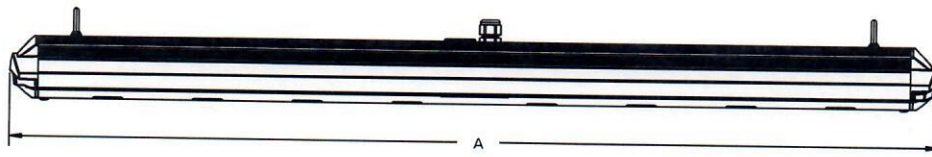
⁴Consult Big Ass Light for pendant mounting distances longer than 25 feet (7.62 meters).



BIGASS
LIGHT

High Bay LED

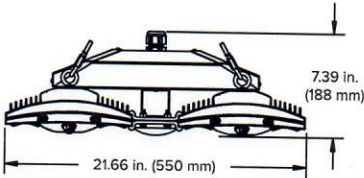
TECHNICAL SPECIFICATIONS



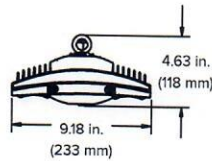
Side View

Fixture length (A)

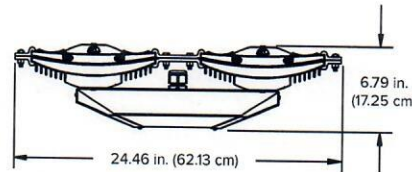
10K, 14K, 20K, & 40K	3.15 ft (0.96 m)
26K & 52K	3.87 ft (1.18 m)



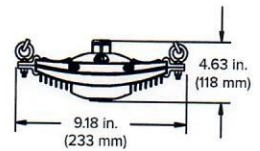
Front View
40K, 52K



Front View
10K, 14K, 20K, 26K



Front View
Inverted 40K, 52K



Front View
Inverted 10K, 14K, 20K, 26K

Light Output¹

Series	Wattage	Efficacy ¹	Color Temperature	Typical CRI
10,000 Lumen Model	99 W	105 lumens/watt	4000K, 5000K	83+
14,000 Lumen Model	135 W	108 lumens/watt	4000K, 5000K	83+
20,000 Lumen Model	194 W	108 lumens/watt	4000K, 5000K	70+
26,000 Lumen Model	253 W	110 lumens/watt	4000K, 5000K	70+
40,000 Lumen Model	388 W	108 lumens/watt	4000K, 5000K	70+
52,000 Lumen Model	506 W	110 lumens/watt	4000K, 5000K	70+

¹ Measured at 5000 K color temperature and 25° C (77° F) ambient temperature without lumen maintenance tray.

Operational Specifications

Lumens	Weight	Power Input ¹	Dimming	Reliability	Ambient Operating Temperature	Certifications
10,000	24 lb (10.9 kg)	120/277 V; 347/480 V	0–10 V	L70 predicted to exceed 130,000 hours at 77° F (25° C)	-40° to 131° F (-40° to 55° C)	Certified by TÜV SÜD to UL 1598 and CSA C22.2 No. 250.0
14,000	24 lb (10.9 kg)					
20,000	25 lb (11.34 kg)					
26,000	31 lb (14.06 kg)					
40,000	54 lb (24.5 kg)					
52,000	63 lb (29.9 kg)					
				L70 predicted to exceed 150,000 hours at 77° F (25° C)		Certified by TÜV SÜD to UL 1598 and CSA C22.2 No. 250.0; DLC-listed

¹ Additional transformer required for 347/480 V; consult Big Ass Light for details.

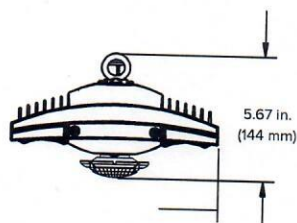


BIGASS
LIGHT

Accessory:

Occupancy Sensor

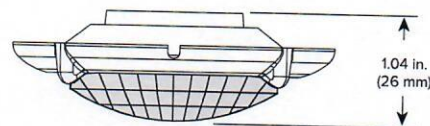
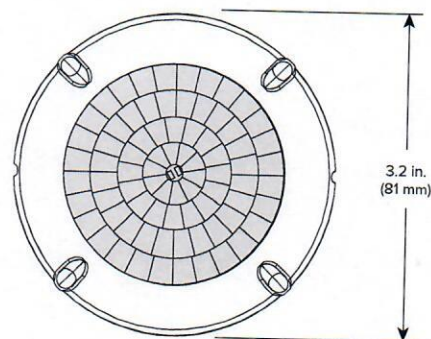
TECHNICAL SPECIFICATIONS



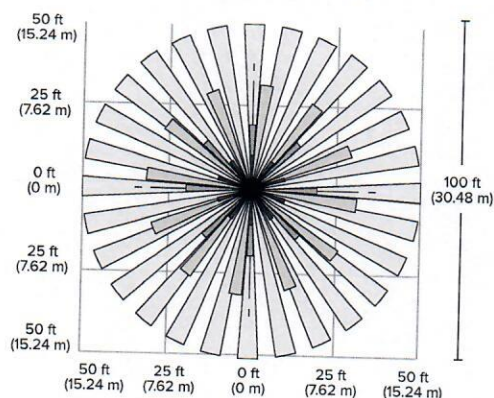
The occupancy sensor is a low-profile device that integrates with the LED fixture. The sensor's lens offers 360 degrees of monitoring to automatically turn the light on when people are present and down and off when a space is vacant. A timed delay for turning the light down and off once a space is empty can be adjusted from 30 seconds to 1 hour. The sensor can also be adjusted to turn off during daylight hours, saving energy by taking advantage of natural light. Sensor is programmed using a hand-held remote, which allows for program adjustments to be made from the floor level.

Features and benefits

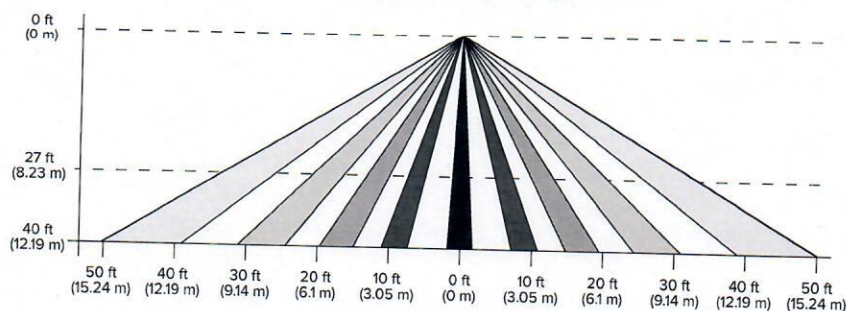
- Low-profile device fully integrated with Big Ass Light fixture
- Adjustable timed delay for turning fixture off ranging from 30 seconds to 1 hour
- Lens provides 360 degrees of monitoring coverage
- Lighting level feature allows for lights to remain off during daylight hours



Top View Coverage



Side View Coverage



BIGASS
LIGHT

Accessory:

Emergency Battery

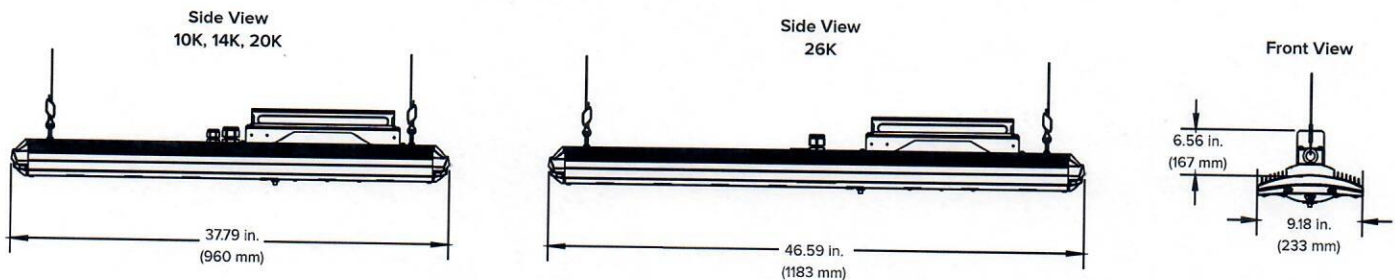
TECHNICAL SPECIFICATIONS

Power failures are always inconvenient, and they cause hazardous conditions in buildings with little or no natural light. Power spikes and surges also pose a risk to sensitive electronics. The Big Ass Emergency Battery Back-up eliminates these concerns. In the event of a power outage, the device provides enough light for a facility's occupants to navigate to safety. And it prevents power surges from damaging computers and other appliances. The battery back-up also keeps safety and firefighting equipment visible in event of power outage or shutdown, making it a huge help to first responders.

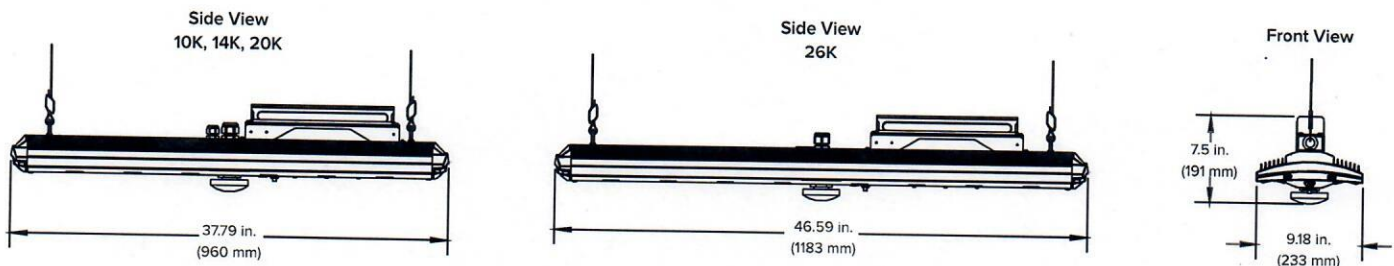
Features and benefits

- Low-profile device mounts directly on LED
- Fully integrated
- Automatically activates
- Provides immediate light in event of power outage
- Allows occupants to navigate the facility and exit safely
- Helps first responders enter and locate equipment easily
- Prolongs life of computers and other electronics by mitigating effects of power surges

Battery Backup Only



Battery Backup and Occupancy Sensor



BIGASS
LIGHT

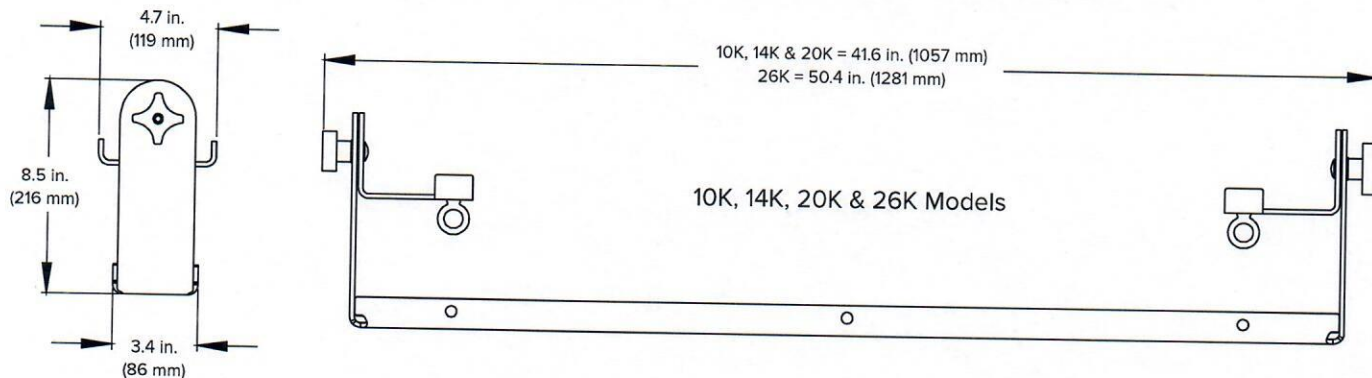
Accessory:

Wall and Column Mounts

TECHNICAL SPECIFICATIONS

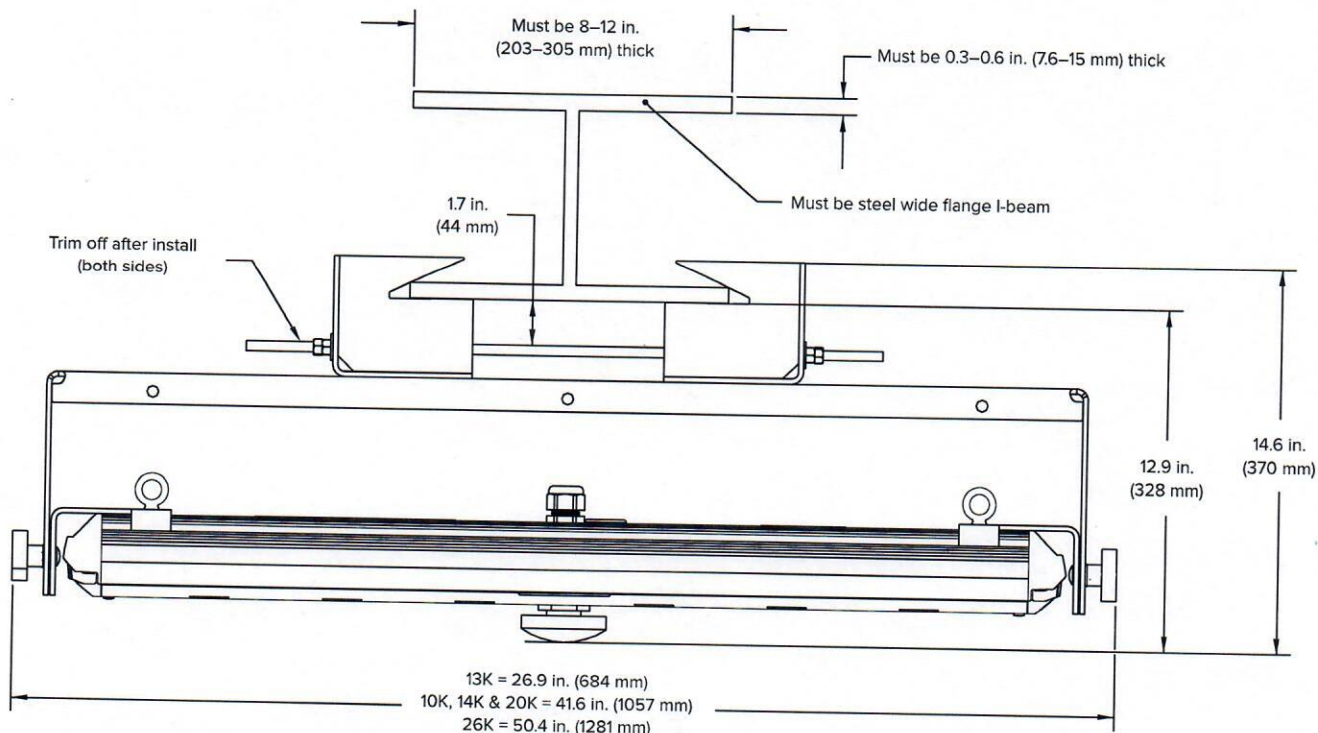
Wall Mount

Enjoy the brilliant, efficient illumination of Big Ass Light in even more places with our wall mount. Made of laser cut, yellow powder-coated aluminum, this tough yet lightweight mount offers 360° rotation for flexible light distribution. The wall mount provide direct, focused light right where it's needed most, making it perfect for auto shops, airplane hangars, wood shops and more.



Column Mount Adapter

This mount is so versatile, it doesn't even require a wall. By adding the column adapter to the wall mount, you can attach Big Ass Light fixtures to steel I-beams 8 to 12 inches wide. Just like the wall mount, the column mount adapter is made from laser cut aluminum and powder-coated yellow for durability, corrosion resistance and eye-catching style.



BIGASS
LIGHT



Level 2 Scope of Work – Interior Lighting

CAUTION: The following is a reference tool only. Please consult the appropriate lighting installation guide or product information sheet for complete installation instructions and safety guidelines.

WARNING: To reduce the risk of electric shock, wiring should be performed by a qualified electrician! Incorrect assembly can cause electric shock or damage lighting unit!

WARNING: Lighting installation must be in accordance with the National Electrical Code, ANSI/NFPA 70, and all local codes. Failure to comply with these codes could result in personal injury or property damage.

CUSTOMER RESPONSIBILITY CONSISTS OF:

- Receive and store the lighting shipment in a safe, dry place until installation
- AC power wiring installed per NEC from power source to existing lighting fixtures

BIG ASS FANS RESPONSIBILITY CONSISTS OF:

- Provide all lighting fixtures with SO cord attached, and any needed mounting cables
- Provide project management and schedule all installation work using licensed electrical contractor

BIG ASS FANS LIGHTING INSTALLER RESPONSIBILITY CONSISTS OF:

- Complete all installation work during regular business hours Monday-Friday, 7am-5pm, excluding holidays
- Obtain all required electrical permits and inspections
- Provide all needed aerial work platforms (not to exceed 30' ceiling height)
- Remove existing lighting fixtures per BAF provided drawings
- Install new lighting fixtures per BAF provided drawings, using BAF provided mounting cables, within 25 feet of an existing fixture location
- Provide and install per NEC, any MC cable and junction boxes required to install new fixtures, not to exceed 25 linear feet of MC cable per new fixture
- Wire per NEC, BAF provided SO cords on new fixtures into junction boxes
- If needed, provide and install cord ends and receptacles to meet any local electrical code requirements
- If existing fixtures are equipped with Reloc or other plug fittings, replace or rewire per NEC, as required
- Secure MC cable per NEC, with runs parallel and perpendicular to structure, using 90 degree turns
- Secure all excess SO cable and hanger cable neatly above fixtures using zip-ties
- If new fixtures are equipped with occupancy sensors, provide one-time setting of sensors
- Provide proper disposal of all packaging materials
- Provide proper documented disposal of any removed lighting fixtures and bulbs in accordance with all applicable federal, state and local regulations
- Lighting start-up and any needed operational training
- Complete the Check-In and Close-Out forms and return to BAF along with photos of completed installation (DOES NOT include any rewiring of existing electrical infrastructure to meet code requirements)

Exclusions:

Pricing does not include after-hours or weekend work, union labor, prevailing wage, rework of existing electrical grid, painting of conduit, rigid pipe, fire caulk or delays.

Clarifications:

A delay is defined as any delay that exceeds one hour for every eight man-hours worked.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-141102

Date Filed:
11/30/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Delta T Corporation dba Big Ass Solutions
Lexington, KY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19827
LED lighting project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Ella Denbar
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ella Denbar, this the 30 day of November, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Stacy Vogan
Printed name of officer administering oath

Title of officer administering oath