



AGREEMENT FOR PROVISION AND INSTALLATION OF INDUSTRIAL OVERHEAD FANS

THIS AGREEMENT FOR PROVISION AND INSTALLATION OF INDUSTRIAL OVERHEAD FANS (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **DELTA T, LLC, D/B/A BIG ASS FANS**, a limited liability company duly organized in the state of Kentucky and authorized to do business in the state of Florida (EIN:) ("Contractor").

RECITALS:

WHEREAS, City is in need of large overhead fans to be installed in the Ocala Electric Utility truck shed, located in the City Complex; and

WHEREAS, the City requested quotations from three (3) contractors (the "Solicitation") and, after consideration of price and other evaluation factors set forth in the Solicitation, the quotation submitted by Delta T, LLC d/b/a Big Ass Fans was found to be the lowest; and

WHEREAS, Delta T, LLC d/b/a Big Ass Fans was chosen as the intended awardee to provide and install ceiling fans in the City's truck shed (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Contractor Proposal and Scope of Work (A-1 through A-8)

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Contractor Proposal and Scope of Work** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **EIGHTEEN THOUSAND, SEVEN HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$18,737)** (the



"Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing schedule in **Exhibit A** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

- A. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility, Attn: Brittany Craven, 1805 NE 30th Avenue, Bldg. 400, Ocala, FL 34470**, E-Mail: bcraven@ocalafl.gov.
 - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - E. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. Contractor shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
 - B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment no later than OCTOBER 21, 2025.**



- C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
 - D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
 - E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
 - F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
6. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension



of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
9. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to



Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) any other remedy as provided by law.

D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

10. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

11. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:



- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.



- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
 - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
 - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
15. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
17. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
18. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms



of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.

19. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
20. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
22. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise



out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.



27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited



to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
32. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the



completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph



2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
45. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Contractor:

Big Ass Fans
 Attention: Matt Ransdell
 Street Address
 City, State, ZIP
 Phone: 859-899-5340
 E-mail: matt.ransdell@bigassfans.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: wsexton@ocalafl.gov

47. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.



49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations,



understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

59. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 9/23/2025.

ATTEST:

CITY OF OCALA

Signed by:

Angel B. Jacobs

8DB3574028E54A5
Angel B. Jacobs
City Clerk

Signed by:

Janice Mitchell

55108B43898A4E1
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

DELTA T, LLC D/B/A BIG ASS FANS

Signed by:

William E. Sexton, Esq.

4A55AB8A8ED04F3...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

Signed by:

Brandy Moore

50CEDB92014045R(Signature)

By: Brandy Moore
(Printed Name)

Title: VP/GM Industrial
(Title of Authorized Signatory)



PROPOSAL

City of Ocala-Electrical Department

QUOTE NUMBER: 01073938

THE ULTIMATE AIRFLOW SOLUTION

For more than 20 years, Big Ass Fans has set the standard for safer, more comfortable work conditions with airflow products purpose-built to excel in demanding environments. Our fans provide year-round relief from extreme temperatures, making people feel up to 10 °F (6 °C) cooler in summer and effectively circulating heated air in winter.

Engineered for efficient, maintenance-free operation and backed by unbeatable warranties, Big Ass fans deliver powerful airflow that keeps workers refreshed and productive. With a custom solution from Big Ass Fans, your business will reap the rewards of comfort and cost-savings for years.

Contact: **Matt Ransdell**

Email: matt.ransdell@bigassfans.com

Phone: (859) 899-5340

Exhibit A - Contractor Proposal and Scope of Work CONTRACT# ELE/250868

01073938

Quote Information			
Quote Number	01073938	Created Date	7/8/2025
		Expiration Date	8/6/2025
Bill To Name	City of Ocala-Electrical Department	Ship To Name	City of Ocala-Electrical Department
Bill To:	1805 Northeast 30th Avenue building 400 Ocala, FL 34470 US	Ship To:	1805 Northeast 30th Avenue building 400 Ocala, FL 34470 US
SFDC ID	11134318		

General Information			
Sales Rep	Matt Ransdell	Contact Name	Cody McCormack
E-mail	matt.ransdell@bigassfans.com	Contact Phone	352-351-6690
Phone	(859) 899-5340		
Fax	859-233-0139		

Comments	
Comments	All fans to include controller with variable speed selector and all mounting brackets. Freight charges are included in the quoted price.* Sales Tax is strictly an estimate and may change based on the shipping address of the order. Lead times are strictly an estimate and may change over time. PLEASE NOTE THAT THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CORRECT DROP TUBE LENGTH AS WELL AS THE CORRECT MOUNTING METHOD FOR FANS PRIOR TO ORDERING *Freight charges are subject to change. **VERY IMPORTANT** Davis /Bacon Act, Prevailing Wage, Union Labor or Certified Payroll requirements not included on quoted installation. Fire relay installation is not included unless specifically noted, but can be quoted upon request. It is the quote recipient's responsibility to inform BAF if any of these apply and to provide a determination of wage. Should the quote recipient/ordering party fail to notify BAF of any such conditions, BAF will not assume any additional charges incurred.

Sales Tax	
Sales Tax is strictly an estimate and may change based on the shipping address of the order; sales tax is also subject to the tax provisions of the "STANDARD TERMS."	

Product	Description	Qty	Total Price
Ceiling Fan Kit, Powerfoil 6, 16', 200-240V/1PH		2	\$12,230.00
	- Basic 6/PF8/PP8 Standard Industrial Mount Kit, 5-9 7/8" Beam Mount, 2' Extension Tube		
	- Wired Standard Control		
	- Z-Purlin Assembly Kit, clear zinc		
	- Tariff Surcharge, Big Fans (\$120, included)		
		2	\$5,817.00
	- Industrial Overhead Fan, Mechanical installation, First Fan, with lift, Zone 1 (AL, AR, FL, GA, KY, LA, MS, NC, NM, OK, SC, TN, TX)		
	- Industrial Overhead Fan, Mechanical installation, Additional Fan, Zone 1 (AL, AR, FL, GA, KY, LA, MS, NC, NM, OK, SC, TN, TX)		



Exhibit A - Contractor Proposal and Scope of Work CONTRACT# ELE/250868

01073938

Subtotal: \$18,047.00

Tax: \$ 0.00

Estimated Shipping: \$690.00

Grand Total: \$18,737.00

(877) 244-3267 | BIGASSFANS.COM

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**EXCEPTIONALLY
ENGINEERED**

STANDARD TERMS - NET 30 DAYS UPON APPROVAL

Shipping and handling is an estimate.

Our proposals include an estimate of applicable itemized sales taxes which Big Ass Fans is legally obligated to collect and remit. The final, actual amount of such taxes would only be known at the time the customer is actually invoiced for the order.

Prices are subject to change without notice. Surcharges and/or Tariffs may be added or revised at any time and without notice.

All products are subject to Big Ass Fans return policy. For full details visit bigassfans.com/returns

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.

Big Ass Fans customers who have been approved for term credit and are invoiced for their orders may pay their invoice through one of our customary term credit payment methods of: Check, money order, wire transfer or ACH payment. Any such term credit approved customers who subsequently elect to pay their term invoice by credit card will also be charged a convenience fee for doing so. The exact amount of the convenience fee will be communicated to the customer before the transaction is processed and the card is charged. The Fee is calculated by multiplying the amount sought to be charged to the credit card by .03. (Fee = .03 x Total Amount Paid). If the customer elects not to pay the convenience fee, the customer may use one of the other payment channels alluded to above, free of charge.

Customer is responsible for paying all applicable state and local transactional taxes resulting from the sale. As a manufacturer of tangible personal property registered to do business in all 50 US States, Big Ass Fans is obligated to collect and remit applicable sales taxes and the transaction will be treated and reported as the sale of tangible personal property sold by a manufacturer.

To the extent that the Buyer takes any contrary position with any taxing authority subsequent to this transaction which results in additional and/or different transaction-based taxes for which Big Ass Fans is responsible, Big Ass Fans reserves the right to apply any sales tax collected to any such additional taxes due and/or invoice the Buyer for any other additional amounts due. Additionally, to the extent that applicable transactional taxes were not collected at the time of sale in reliance upon an Exemption Certificate or other exemption later found to be inapplicable by Big Ass Fans, in the exercise of its sole and absolute discretion, Big Ass Fans will invoice Buyer for any applicable sales or other transactional taxes.

Buyer covenants and agrees to promptly pay any such amounts to Big Ass Fans on the same terms and conditions as any other amounts owed to Big Ass Fans on the applicable Order.

~~The transaction and contract that is the subject of this Proposal shall be governed by the internal laws of the Commonwealth of Kentucky. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.~~

Upon sales agreement being signed and submitted, order shipment date changes may not be submitted or changed by the purchasing party within 10 business days of scheduled shipment. Scheduled shipment dates may not be changed within the final 10 business days of a given month. Should a customer require that a shipment date be changed within 10 business days or scheduled shipment or within the final 10 business days of a given month, Big Ass Fans reserves the right to decline the customer's request. Secondly, Big Ass Fans reserves the right to charge a monetary fee for any shipment date change request that falls within the representative windows described above. Reconsignment fees are as follows: \$50 for small diameter fan orders and \$500 for large overhead orders.

Evaporative Cooler (Cool-Space) orders are not able to be canceled outside of the same business day in which purchase has been confirmed. Customer assumes responsibility for all necessary reconsignment fees related to shipping &/or freight charges as a result of canceled orders completed outside of the hours of 8:00AM to 5:00PM EST on the same business day purchase occurs.

This Proposal and its Associated Terms may not be modified or added to, except by a subsequent writing executed by Big Ass Fans.

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 BIGASSFANS.COM)

Notwithstanding any provision to the contrary, neither party shall be liable to the other party (or any third party) for indirect, consequential, special, incidental, or punitive damages arising from the sale of the products or this agreement. In addition, seller's total aggregate liability under this agreement shall never exceed the value of the purchase order or the previous twelve (12) months of sales hereunder, whichever is less. This provision shall survive the expiration of termination of this agreement.

INTELLECTUAL PROPERTY

Big Ass Fans retains exclusive ownership of all intellectual property rights embodied by and/or associated with the products sold.

877.244.3267 | BIGASSFANS.COM

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CUSTOMER CONTACT INFORMATION

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

ACCOUNTS PAYABLE (BILLING) ADDRESS:

1805 Northeast 30th Avenue building 400, Ocala, FL

IS THE BILLING ADDRESS ABOVE CORRECT? Y / N

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

Company Name: _____

Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ DUNS #: _____

SHIPPING ADDRESS:

1805 Northeast 30th Avenue building 400, Ocala, FL, 3447

IS THE SHIPPING ADDRESS ABOVE CORRECT? Y / N

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

Company Name: _____

Contact Name: _____

Shipping Address: _____

City, State, Zip: _____

Email: _____

Phone: _____

If your organization requires a purchase order, please provide the PO number here: _____
Please provide any available PO documentation to your BAF sales representative.

If this purchase is tax exempt (e.g., 501(c)(3), 509(a), Section 527, registered resellers), you must provide a valid tax exemption certificate to your BAF sales representative.

CLIENT

Signature

Printed Name Date

BIG ASS FANS

Signature

Printed Name Date

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BIG ASS FANS

POWERFOIL[®] 6

BIG AIR. BOLD MOVE.



ENTRY LEVEL? ONLY IN PRICE.

Heat and stagnant air can slow your operations to a crawl. Keep the air—and your people—moving with Powerfoil 6.

This isn't some stripped-down budget fan. It's a fully wired, factory-tested workhorse with efficient installation that moves serious air with Big Ass confidence. From its precision-engineered gearbox to its bold branded finishes, Powerfoil 6 brings top-tier performance to your facility without blowing your budget.

BENEFITS

- Industry-leading, redundant safety systems
- Fully wired and factory tested
- Variable speed operation
- Branded hub and VFD covers
- Improves energy efficiency
- Up to 7-years mechanical warranty; 3-year electrical



KEY FEATURES

- Six aluminum airfoils with winglets and safety restraints
- Sealed helical gearbox and industrial motor
- 8'–24' diameter options
- Mounts to I-beams, bar joists, solid beams, and purlins



FOR MORE INFORMATION

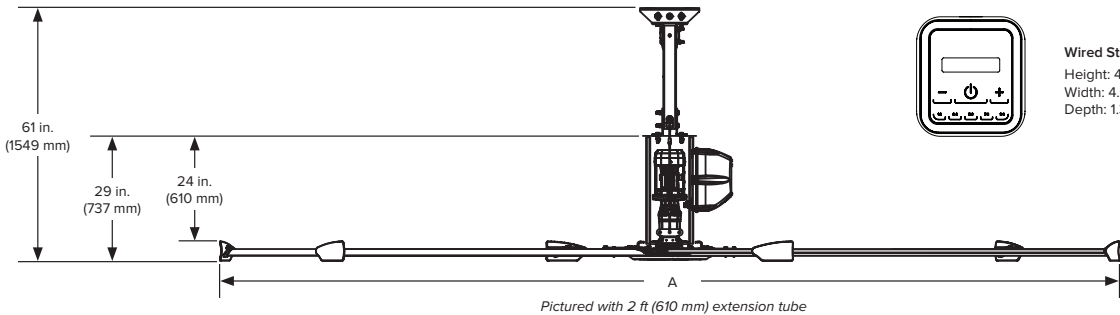
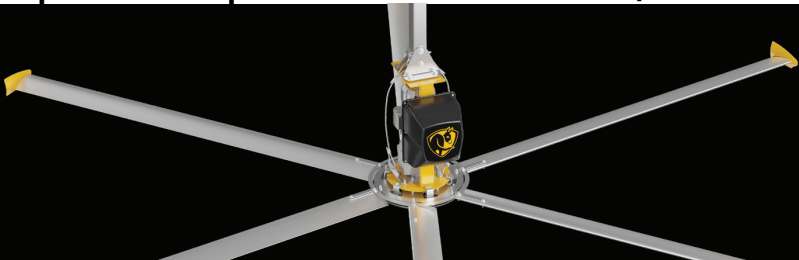
Visit bigassfans.com/contact-us or call 877.BIG.FANS to learn more about Powerfoil 6.



BIG ASS FANS

POWERFOIL 6

TECHNICAL SPECIFICATIONS



Wired Standard Control
Height: 4.86 in. (123 mm)
Width: 4.54 in. (115 mm)
Depth: 1.3 in. (29 mm)

Technical Specifications						
Diameter (A)	Max Weight ¹	Max Speed	Input Power and Required Breaker	Motor Horsepower	Airfoil Clearances ²	Max Operating Temperature
8 ft (2.4 m)	124 lb (56.2 kg)	183.8 RPM	200–240 VAC, 50/60 Hz, 1 Φ , 20 A 200–240 VAC, 50/60 Hz, 3 Φ , 15 A 400–480 VAC, 50/60 Hz, 3 Φ , 10 A	1.0 hp (0.75 kW)	2 ft (0.6 m) on sides	104°F (40°C)
10 ft (3.0 m)	135 lb (61.2 kg)	152 RPM		1.0 hp (0.75 kW)	4 ft (1.2 m) below ceiling	
12 ft (3.7 m)	185 lb (83.9 kg)	125.3 RPM		1.5 hp (1.1 kW)	2 ft (0.6 m) on sides	
14 ft (4.3 m)	192 lb (87.1 kg)	100.6 RPM		1.5 hp (1.1 kW)	5 ft (1.5 m) below ceiling	
16 ft (4.9 m)	204 lb (92.5 kg)	86.1 RPM		1.5 hp (1.1 kW)	2 ft (0.6 m) on sides	
18 ft (5.5 m)	210 lb (95.3 kg)	79.3 RPM		2.0 hp (1.5 kW)	6 ft (1.8 m) below ceiling	
20 ft (6.1 m)	217 lb (98.4 kg)	70.3 RPM		2.0 hp (1.5 kW)	2 ft (0.6 m) on sides	
24 ft (7.3 m)	231 lb (104.8 kg)	52.6 RPM		2.0 hp (1.5 kW)	7 ft (2.1 m) below ceiling	

Construction Features				
Airfoils	Motor and Onboard VFD	Mounting	Multi-Point Safety ³	Colors
Six patented Powerfoil airfoils (mill finish) Powerfoil winglets eliminate wind noise (BAF yellow)	Industrial-grade motor and gearbox feature inline helical-cut gears for efficient, durable, and reliable operation; lubricated for life with synthetic oil Onboard, pre-wired NEMA 4X VFD housed in spacious ABS/PVC-based enclosure with built-in heatsink	Standard upper mount installs to I-beams and bar joists Extension tubes available in 1, 2, 3, 4, 5, 10, or 15 ft lengths (0.3, 0.6, 0.9, 1.2, 1.5, 3, or 4.6 m lengths) Optional kits allow for mounting to solid beams and purlins	Double safety cable system, airfoil retainers, hub safety clips, Grade 8 hardware, fire relay, guy wires, and airfoil restraint system	Standard colors are silver and yellow. Individualize your fan with one of our classic color upgrades, or work with our design consultants to create a shade that's all your own.

Controls		
Wired Standard Control	BAFCon Upgrade ⁴	Integrations
Made from durable UV-resistant materials Rated IP55 Intuitive touchscreen interface On/Off and variable speed control Password protection Powered by fan drive	Integrated SmartSense technology automatically adjusts fan speed based on seasonal conditions 24-bit color LCD display with resistive touchscreen protected in sleek metal and ABS housing Powered by fan drive	Building automation systems (Modbus-RTU protocol or BACnet adapter) Fire suppression systems

Wired Standard Control



¹ Weight does not include mount or extension tube.
² Measure the distance from the tip of the winglet to the ceiling or major obstruction.
³ Airfoil restraint system comes standard on 20–24 ft (6.1–7.3 m) fans and is an option for smaller diameter fans. The fire relay must be wired during install if required by local code. Guy wires are included with fans that have extension tubes 4 ft (1.2 m) or longer.
⁴ Optional upgrade available; ships separately.



USA
BIGASSFANS.COM
877.244.3267

CANADA
BIGASSFANS.COM
844.924.4277

AUSTRALIA
BIGASSFANS.COM/AU
1300.244.277

SINGAPORE
BIGASSFANS.COM/SG
65.6709.8500

MECHANICAL SCOPE OF WORK

Industrial Overhead Fans



This document is a reference tool only. Please consult the installation guide for complete installation instructions and safety guidelines.

GENERAL

- Includes a single mobilization during regular working hours from 7 a.m. to 5 p.m., Monday through Friday. After hours charges will apply. Additional mobilizations can be custom quoted by project.
- If applicable, bridge cranes in or near fan installation area must be locked out during fan installation.
- To activate warranty coverage, Check-In and Close-Out forms must be completed and returned to Big Ass Fans.
- Whether provided by Big Ass Fans or the customer, the lift must be an OSHA-approved, two-man scissor lift, unless otherwise specified.
- If the lift is provided by the customer, but is unavailable or in an unsafe condition, Big Ass Fans will order a replacement lift and the customer will be charged for its usage, as well as any resulting downtime.
- Angle iron or other steel added by the installer in commercial or finished (non-industrial) spaces will be painted to match by the installer.
- Wasted trips or delays caused by the customer, including timely access to work area(s), timely delivery of fans to the installers, fan/controller placement indecision, and incomplete customer responsibilities, will result in extra charges.

NOT INCLUDED IN THIS SCOPE OF WORK

- Use of scaffolding, all-terrain lifts, articulated boom lifts, or specialty lifts
- Clean-up or rework of existing electrical infractions
- Additional local disconnecting means adjacent to the fan
- Welding or additional structural reinforcement
- Structural engineering charges
- Fire alarm tie-in at the fire control panel
- Full wiring runs encased in rigid or EMT conduit unless quoted
- Spotter requirements or minimum number of crew members
- Repair/replace any type of fireproofing material
- Making a direct connection to a building management system
- Cutting into or repairing finished ceilings
- Removal/reinstallation of ceiling tiles
- Relocation of obstacles, such as light fixtures, electrical conduits, gas lines, water lines, sprinkler lines, etc.
- Any permits or inspections
- Any other requirements beyond details in this Scope of Work

CUSTOMER RESPONSIBILITY — *MUST BE COMPLETED PRIOR TO BIG ASS FANS' ARRIVAL*

- Obtain all required electrical permits and inspections, if required.
- Receive and store the fan shipment in a safe, dry place until installation.
- Install wiring per NEC the power source and junction box within 5 ft (1.5 m) of the fan mounting location. Power must be live before the installation is started. Return trip to commission the fan(s) will result in extra charges.
- IF FIRE RELAY INSTALL NOT PURCHASED: Install fire wire per NEC from the fire control panel to the contact relay at the VFD location.
- Final tie-in to the fire panel. The provided relay requires 20–32 VDC to energize (to be provided by the panel).
- If BAFCON controller is purchased for Basic 6/Powerfoil 8, provide NEMA-specified receptacle at the fan controller location.
- If LED kit is purchased for Powerfoil D/Powerfoil X4.0, provide AC powered lighting circuit within 3 linear feet of fan mounting location.

BIG ASS FANS RESPONSIBILITY

- Make the electrical connection between the customer-installed junction box and the onboard VFD or fan electronics board.
- Assemble and mount the complete fan kit to the building structure, including safety cables.
- PIVOT 2.0: Attach and secure all cage brackets and adjust the pivot joint to the desired fan direction.
- Install the wall-mounted digital controller to an accessible surface (column, concrete wall, or wood) within 150 ft (45.7 m) of the fan, and run the wire connection to the VFD in EMT conduit to eave height ONLY. If any additional wiring needs to be fully encased in EMT or rigid conduit, it must be quoted.
- IF FIRE RELAY INSTALL NOT PURCHASED: Install a contact relay at the VFD location. (If fire relay is purchased, refer to the Fire Relay Scope of Work.)
- Fan startup and operational training.

The installation of HVLS fans in buildings equipped with sprinklers, including ESFR sprinklers, shall comply with the following:

- The HVLS fan shall be centered approximately between four adjacent sprinklers.
- The vertical distance from the HVLS fan to sprinkler deflector shall be a minimum of 3 ft (0.9 m).
- All HVLS fans shall be interlocked to shut down immediately upon receiving a water flow signal from the alarm system in accordance with the requirements of NFPA 72.

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

WARNING: Fan 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.

CAUTION: The Big Ass Fans product warranty will not cover equipment damage or failure that is caused by improper installation by customer.

WARNING: The fan should not be installed unless the structure on which the fan is to be mounted is of sound construction, undamaged, and capable of supporting the loads of the fan and its method of mounting. Verifying the stability of the mounting structure is the sole responsibility of the customer and/or end user, and Big Ass Fans expressly disclaims any liability arising therefrom, or arising from the use of any materials or hardware other than those supplied by Big Ass Fans or otherwise specified in the installation instructions which can be found in the installation manual.

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brandy.moore@bigassfans.com

VP/GM Industrial

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William E. Sexton, Esq.

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City Attorney

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Janice Mitchell

jmittell@ocalafl.org

CFO

City of Ocala

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Janice Mitchell

55198B43858A4E1...

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Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

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Signed by:

Angel B. Jacobs

8DB3574C28E54A5...

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Matt Ransdell matt.ransdell@bigassfans.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/15/2025 10:02:11 AM ID: 692ff6d3-c333-4102-9487-bf175b19491b	COPIED	Sent: 9/15/2025 10:03:26 AM Viewed: 9/15/2025 10:04:28 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2025 9:52:32 AM
Envelope Updated	Security Checked	9/19/2025 4:26:33 PM
Envelope Updated	Security Checked	9/19/2025 4:26:33 PM
Envelope Updated	Security Checked	9/19/2025 4:26:33 PM
Certified Delivered	Security Checked	9/23/2025 10:06:44 AM
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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