



**STANDARD AGREEMENT**

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Qualite Sports Lighting** (“Contractor”), located at **215 W Mechanic Rd. Hillsdale MI 49242** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

**Terms:**

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **lighting for The Ballpark at League City**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **contract signature** and shall expire on **May 1, 2025**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$750,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and

\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any

information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM**

## **NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt



or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except

by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(signature block on next page)*

Executed on \_\_\_\_\_ . *(date to be filled in by City Secretary)*

**QUALITE SPORTS LIGHTING - "Contractor"**

DocuSigned by:  
*Michael Kiker*

\_\_\_\_\_  
DA1C8A79CB8F44F...  
Michael Kiker – Outside Sales Manager

**CITY OF LEAGUE CITY – "City"**

\_\_\_\_\_  
John Baumgartner – City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

# Exhibit A

## Scope of Services/Description of Products/Payment Schedule

(There are **14** pages for Exhibit A, including this page)

Scope



## **TAB B - Project Methodology & Implementation**

**A. Include a comprehensive transition plan and timeline for total service completion.**

- i. Overall, the project can take 8 to 12 weeks for the six ballfields and the smaller field areas. A material staging area will be established and all material will be placed into the secured area. Each pole will be stripped of all existing fixtures, hardware, and cabinets. A crane, lift, and lull are utilized throughout the entire process. A safe and secure area will always be maintained in the work areas, and the equipment and personnel are active. This activity will take approximately 3 weeks. The next process is retrofitting each pole with electrical and hand hole openings to receive the new equipment. A welder will make openings for a 2" and 2 1/2" nipple for the electrical point of entry. The crew will be following along behind the welder as each pole is ready and hanging the new hardware, fixtures, cabinets, and running and connecting wire harnesses. This process will take approximately 5 weeks to complete. Lastly, the existing power conductors will be terminated on each pole disconnect cabinet breaker, lights tested and commissioned with light audit and user training. This will take a week.

**B. Describe in detail how the service will be provided without disruption to ongoing operations; processing information including location, technology, and quality controls.**

- i. If shutting the entire park down is not an option, the best approach will be doing the work in two phases. Based on the Park's direction, we would work on 3 of the fields and nearby areas to complete the fields, functioning on the new lights before moving to the other half. Qualite employees would work with the Parks personnel to meet scheduling requirements.

**C. Provide a detailed description of the customer service approach.**

- i. Qualite will provide clear communication with the customer. Prior to beginning the project, Qualite will discuss the start date and ensure the customer is agreeable with the project timeline. We will provide an on-site manager to be a central point of contact for on-site communication. We also have an off-prem project manager for additional communications as well as a construction manager to assist as needed. Qualite provides the customer with a submittal package for the customer to have a clear understanding of the product being installed and meeting the customer's specifications. After the project, Qualite will have an on-site close-out meeting to ensure the product operates as specified and the end users are trained and have an opportunity to ask questions and point out any concerns.

**D. Provide a clear schedule that will be adhered to for the full installation of the project. The city would like the project to be completed in the shortest time possible while still maintaining the highest quality work. Clearly state how long you anticipate the fields being out of service.**

- i. As mentioned in section a. of this Tab B, we can do this in a two-phase approach to keeping half the area operational if desired. The overall length of time to complete all playing fields will take 8 to 12 weeks. If we do this in a two-phase approach, the playing fields will be out of play for 4 to 6 weeks.

**E. Provide clear and complete details of the type of system you will install and how it will connect to the City's network.**

i. Lightcloud is the best lighting control system and offers a variety of solutions for nearly every lighting need. We also know it's important to have a unified experience between all of your building management systems, so Lightcloud makes integration really easy. Integration can be provided in three forms:

1. Switching: Lightcloud Controllers can be used for non-lighting controls such as powering a water pump on a schedule. Just about any device that can be controlled via a switch can be controlled by Lightcloud.
2. Triggers: Triggers are perfect for most sites that want to integrate with other systems and don't require BACnet. Triggers act like a contact closure and Lightcloud reads it like a sensor. Whenever the circuit is powered, Lightcloud will respond to the event with a configurable action such as activating a scene.
3. BACnet: BACnet is perfect for large buildings with an existing building automation system and allows for Lightcloud to be controlled by other systems on the same BACnet network such as HVAC, alarms, or window shades.  
(<https://www.lightcloud.com/system/capabilities/systems-integration/>)

ii. **Provide a lighting grid matrix for the project and any other drawings relevant to the project. See Attached Design Layout (NEXT PAGE)**

iii. **Describe the training plan you will utilize to ensure City employees understand how to use the system.**

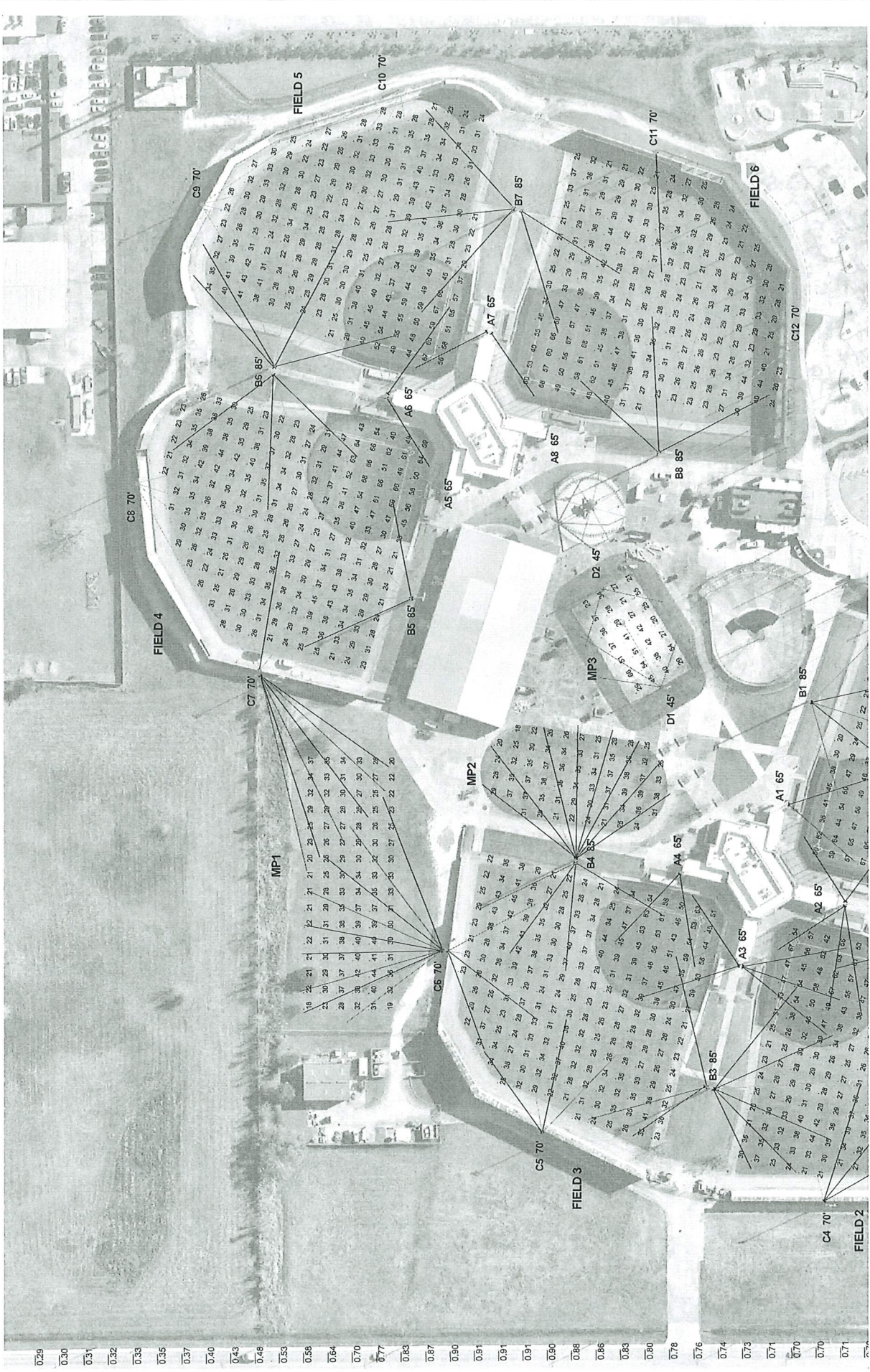
- i. A list of authorized users for the control system will be provided by League City. Qualite will create user logins and send welcome emails to each user. These emails will include a prompt to set their password and a link to Qualite's website, where they can access control training videos. Additionally, we offer personalized training sessions with our Controls Manager, Chris Parks  
(Available 24/7). We're happy to arrange a session for all users or multiple sessions to address individual questions thoroughly. These virtual training sessions can also be recorded and shared with the customer for future reference.

iv. **Detail the sports lighting manufacturer you intend to use for installation.**

- i. Qualite Sports Lighting



VERTICAL SPILL



THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO QUALITE SPORTS LIGHTING LLC AND IS NOT TO BE REVEALED OR DISTRIBUTED TO OTHERS WITHOUT THE PERMISSION OF QUALITE SPORTS LIGHTING LLC. OR USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF QUALITE SPORTS LIGHTING LLC.

GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.

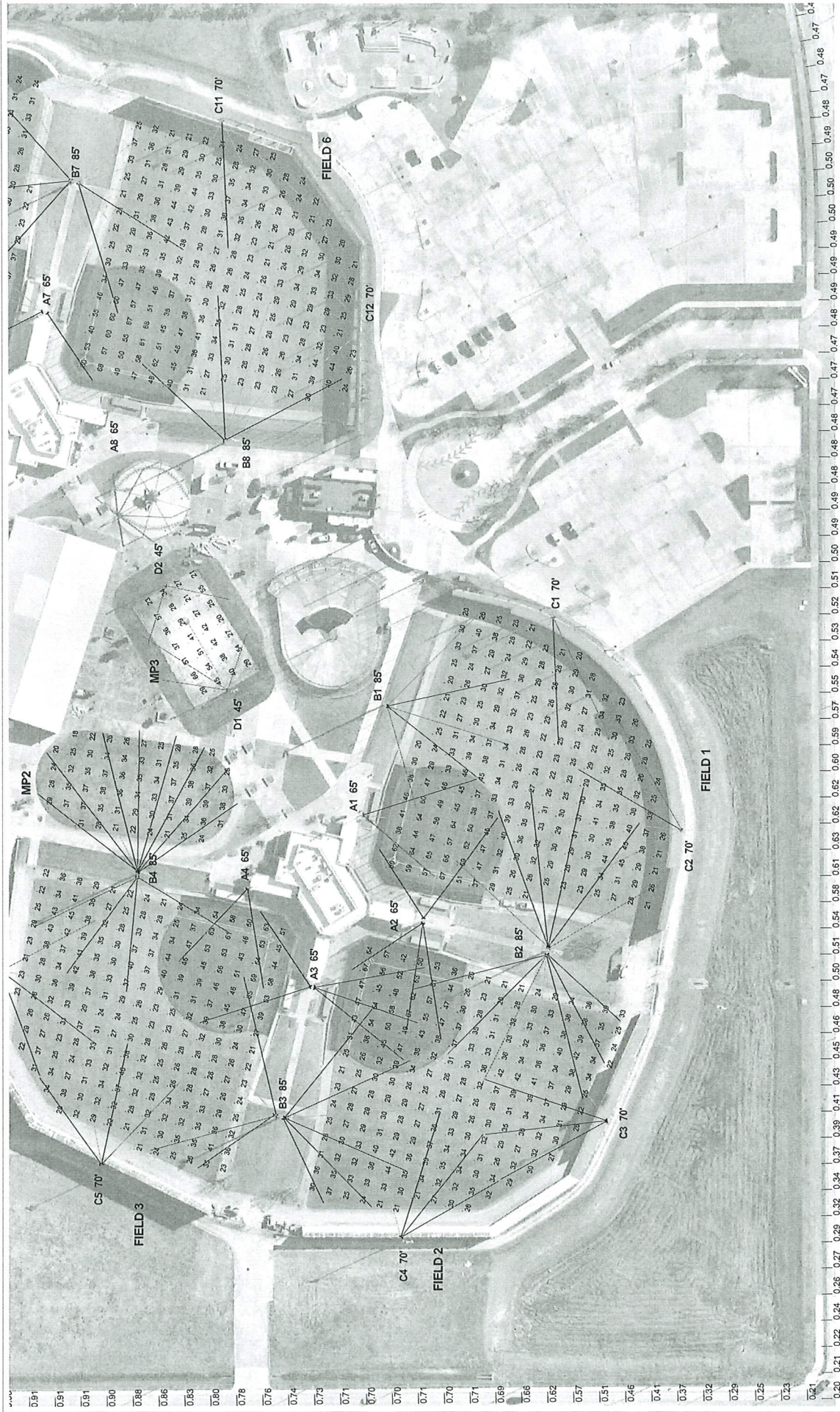
**Qualite**  
SPORTS LIGHTING, LLC  
WWW.QUALITE.COM

JOB NAME: THE BALLPARK AT LEAGUE CITY  
 LOCATION: League City, Texas  
 REF# QL-23184  
 DESIGNER: PATRICIA DEL RIO

REV: D2-A  
 DATE: 1/7/2025



VERTICAL SPILL



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REV: D2-A

DATE: 1/7/2025



**Calculation Summary**  
Project: 23184D2-A (THE BALLPARK AT LEAGUE CITY)

Label	Units	Avg	Max	Min	Max/Min	CV	UG	# Pts	Pt Spacing
F1 - INFIELD	Fc	54.0	67	38	1.76	0.16	1.63	25	20 X 20
F1 - OUTFIELD	Fc	30.1	47	20	2.35	0.21	1.81	179	20 X 20
F2 - INFIELD	Fc	53.6	67	42	1.60	0.13	1.43	25	20 X 20
F2 - OUTFIELD	Fc	31.7	47	21	2.24	0.18	1.69	179	20 X 20
F3 - INFIELD	Fc	52.0	63	39	1.62	0.12	1.33	25	20 X 20
F3 - OUTFIELD	Fc	31.0	47	21	2.24	0.20	1.72	179	20 X 20
F4 - INFIELD	Fc	57.3	69	40	1.73	0.15	1.55	25	20 X 20
F4 - OUTFIELD	Fc	31.4	47	21	2.24	0.19	1.57	179	20 X 20
F5 - INFIELD	Fc	53.7	67	37	1.81	0.14	1.52	25	20 X 20
F5 - OUTFIELD	Fc	30.5	45	21	2.14	0.18	1.46	179	20 X 20
F6 - INFIELD	Fc	54.9	68	38	1.79	0.15	1.51	25	20 X 20
F6 - OUTFIELD	Fc	30.2	48	21	2.29	0.21	1.90	179	20 X 20
MP FIELD 1	Fc	30.1	44	18	2.44	0.20	1.68	96	20 X 20
MP FIELD 2	Fc	31.0	39	18	2.17	0.18	1.50	61	20 X 20
MP FIELD 3	Fc	37.5	66	20	3.30	0.33	2.62	28	20 X 20

**Calculation Summary**  
Project: SPILL VALUES

Label	Units	Avg	Max	Min	# Pts	Pt Spacing
HORIZONTAL	Fc	0.060	0.10	0.02	104	30 X 30
VERTICAL	Fc	0.530	0.91	0.20	104	30 X 30

**TOTAL PROJECT: Luminaire Schedule 189 FIXTURES (60 VISORED)**

Symbol	Qty	Description	Tag	Watts	Total Watts
	9	GC-1300 N2244V-33	GEN 4 LARGE VISORED	1330	11970
	9	GC-1300 N2V-33	GEN 4 LARGE VISORED	1330	11970
	42	GC-1300 N4WV-33	GEN 4 LARGE VISORED	1330	55860
	43	GC-1300 N2-33	GEN 4 LARGE	1330	57190
	76	GC-1300 N4W-33	GEN 4 LARGE	1330	101080
	3	GC-1300 N5-33	GEN 4 LARGE	1330	3990
	7	GC-1300 N6-33	GEN 4 LARGE	1330	9310

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JOB NAME: THE BALLPARK AT LEAGUE CITY

LOCATION: League City, Texas

REF# QL-23184

REV: D2-A

DESIGNER: PATRICIA DEL RIO

DATE: 1/7/2025

TOTAL PROJECT: Luminaire Schedule				
Project: A7 65 4F - 4F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	2	GC 1300 N2V-33	GEN 4 LARGE	2660
	4	GC 1300 N4WV-33	GEN 4 LARGE	5320

TOTAL PROJECT: Luminaire Schedule				
Project: A8 65 4F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	3	GC 1300 N4WV-33	GEN 4 LARGE	3990

TOTAL PROJECT: Luminaire Schedule				
Project: B1 85 7F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	3	GC 1300 N224V-33	GEN 4 LARGE VISORED	3990
	2	GC 1300 N4WV-33	GEN 4 LARGE VISORED	2660

TOTAL PROJECT: Luminaire Schedule				
Project: B2 85 7F - 7F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	3	GC 1300 N224V-33	GEN 4 LARGE VISORED	3990
	8	GC 1300 N4WV-33	GEN 4 LARGE VISORED	10640
	1	GC 1300 N2-33	GEN 4 LARGE	1330
	1	GC 1300 N4WV-33	GEN 4 LARGE	1330

TOTAL PROJECT: Luminaire Schedule				
Project: B3 85 7F - 7F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330
	6	GC 1300 N4WV-33	GEN 4 LARGE VISORED	7980
	4	GC 1300 N4WV-33	GEN 4 LARGE	5320

TOTAL PROJECT: Luminaire Schedule				
Project: B4 85 7F - 10F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330
	6	GC 1300 N4WV-33	GEN 4 LARGE VISORED	7980
	5	GC 1300 N2-33	GEN 4 LARGE	6650
	3	GC 1300 N4WV-33	GEN 4 LARGE	3990

TOTAL PROJECT: Luminaire Schedule				
Project: A1 65 4F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	1	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330
	1	GC 1300 N4WV-33	GEN 4 LARGE VISORED	1330
	1	GC 1300 N4WV-33	GEN 4 LARGE	1330

TOTAL PROJECT: Luminaire Schedule				
Project: A2 65 4F - 4F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	3	GC 1300 N4WV-33	GEN 4 LARGE VISORED	3990
	2	GC 1300 N2-33	GEN 4 LARGE	2660
	1	GC 1300 N4WV-33	GEN 4 LARGE	1330

TOTAL PROJECT: Luminaire Schedule				
Project: A3 65 4F - 4F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	4	GC 1300 N4WV-33	GEN 4 LARGE VISORED	5320
	1	GC 1300 N2-33	GEN 4 LARGE	1330
	1	GC 1300 N4WV-33	GEN 4 LARGE	1330

TOTAL PROJECT: Luminaire Schedule				
Project: A4 65 4F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	2	GC 1300 N4WV-33	GEN 4 LARGE VISORED	2660
	1	GC 1300 N4WV-33	GEN 4 LARGE	1330

TOTAL PROJECT: Luminaire Schedule				
Project: A5 65 4F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	3	GC 1300 N4WV-33	GEN 4 LARGE	3990

TOTAL PROJECT: Luminaire Schedule				
Project: A6 65 4F - 4F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	2	GC 1300 N2-33	GEN 4 LARGE	2660
	4	GC 1300 N4WV-33	GEN 4 LARGE	5320

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JOB NAME: THE BALLPARK AT LEAGUE CITY  
 LOCATION: League City, Texas  
 REF# QL-23184  
 DESIGNER: PATRICIA DEL RIO

REV: D2-A  
 DATE: 1/7/2025



**TOTAL PROJECT: Luminaire Schedule**

Project: B5 85' 7F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	2	GC 1300 N2-33	GEN 4 LARGE	2660
	3	GC 1300 N4W-33	GEN 4 LARGE	3990

**TOTAL PROJECT: Luminaire Schedule**

Project: B6 85' 7F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	5	GC 1300 N2-33	GEN 4 LARGE	6650
	7	GC 1300 N4W-33	GEN 4 LARGE	9310

**TOTAL PROJECT: Luminaire Schedule**

Project: B7 85' 7F BACK TO BACK				
Symbol	Qty	Description	Tag	Total Watts
	5	GC 1300 N2-33	GEN 4 LARGE	6650
	6	GC 1300 N4W-33	GEN 4 LARGE	7980

**TOTAL PROJECT: Luminaire Schedule**

Project: B8 85' 7F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	2	GC 1300 N2-33	GEN 4 LARGE	2660
	3	GC 1300 N4W-33	GEN 4 LARGE	3990

**TOTAL PROJECT: Luminaire Schedule**

Project: C1 70' 4F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	1	GC 1300 N224V-33	GEN 4 LARGE VISORED	1330
	1	GC 1300 N4WV-33	GEN 4 LARGE VISORED	1330
	2	GC 1300 N4W-33	GEN 4 LARGE	2660

**TOTAL PROJECT: Luminaire Schedule**

Project: C2 70' 4F STANCHION				
Symbol	Qty	Description	Tag	Total Watts
	1	GC 1300 N224V-33	GEN 4 LARGE VISORED	1330
	1	GC 1300 N4WV-33	GEN 4 LARGE VISORED	1330
	2	GC 1300 N4W-33	GEN 4 LARGE	2660

**TOTAL PROJECT: Luminaire Schedule**

Project: C3 70' 4F STANCHION					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	2	GC 1300 N4WV-33	GEN 4 LARGE VISORED	1330	2660
	1	GC 1300 N2-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N5-33	GEN 4 LARGE	1330	1330

**TOTAL PROJECT: Luminaire Schedule**

Project: C4 70' 4F STANCHION					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	2	GC 1300 N4WV-33	GEN 4 LARGE VISORED	1330	2660
	1	GC 1300 N2-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N5-33	GEN 4 LARGE	1330	1330

**TOTAL PROJECT: Luminaire Schedule**

Project: C5 70' 4F STANCHION					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 1300 N4WV-33	GEN 4 LARGE VISORED	1330	1330
	1	GC 1300 N2-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N6-33	GEN 4 LARGE	1330	1330

**TOTAL PROJECT: Luminaire Schedule**

Project: C6 70' 4F - 10F BACK TO BACK					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 1300 N224V-33	GEN 4 LARGE VISORED	1330	1330
	3	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	3990
	2	GC 1300 N4WV-33	GEN 4 LARGE VISORED	1330	2660
	5	GC 1300 N2-33	GEN 4 LARGE	1330	6650
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N6-33	GEN 4 LARGE	1330	1330

**TOTAL PROJECT: Luminaire Schedule**

Project: C7 70' 4F - 7F BACK TO BACK					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	3	GC 1300 N2V-33	GEN 4 LARGE VISORED	1330	3990
	4	GC 1300 N2-33	GEN 4 LARGE	1330	5220
	3	GC 1300 N4W-33	GEN 4 LARGE	1330	3990

**TOTAL PROJECT: Luminaire Schedule**

Project: C8 70' 4F STANCHION					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	4	GC 1300 N4W-33	GEN 4 LARGE	1330	5320

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**JOB NAME: THE BALLPARK AT LEAGUE CITY**  
**LOCATION: League City, Texas**  
**REF# QL-23184**  
**DESIGNER: PATRICIA DEL RIO**

REV: D2-A

DATE: 1/17/2025

**TOTAL PROJECT: Luminaire Schedule**

**Project: C9 70' 4F STANCHION**

Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 1300 N4WV-33	GEN 4 LARGE VISORED	1330	1330
	3	GC 1300 N2-33	GEN 4 LARGE	1330	3990
	7	GC 1300 N4W-33	GEN 4 LARGE	1330	9310

**TOTAL PROJECT: Luminaire Schedule**

**Project: C10 70' 4F STANCHION**

Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	4	GC 1300 N4W-33	GEN 4 LARGE	1330	5320

**TOTAL PROJECT: Luminaire Schedule**

**Project: C11 70' 4F STANCHION**

Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 1300 N2-33	GEN 4 LARGE	1330	1330
	3	GC 1300 N4W-33	GEN 4 LARGE	1330	3990

**TOTAL PROJECT: Luminaire Schedule**

**Project: C12 70' 4F STANCHION**

Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	3	GC 1300 N4W-33	GEN 4 LARGE	1330	3990
	1	GC 1300 N5-33	GEN 4 LARGE	1330	1330

**TOTAL PROJECT: Luminaire Schedule**

**Project: D1 45' 4F STANCHION**

Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 1300 N4W-33	GEN 4 LARGE	1330	1330
	3	GC 1300 N6-33	GEN 4 LARGE	1330	3990

**TOTAL PROJECT: Luminaire Schedule**

**Project: D2 45' 4F STANCHION**

Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	2	GC 1300 N6-33	GEN 4 LARGE	1330	2660

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JOB NAME: THE BALLPARK AT LEAGUE CITY

LOCATION: League City, Texas

REF# QL-23184

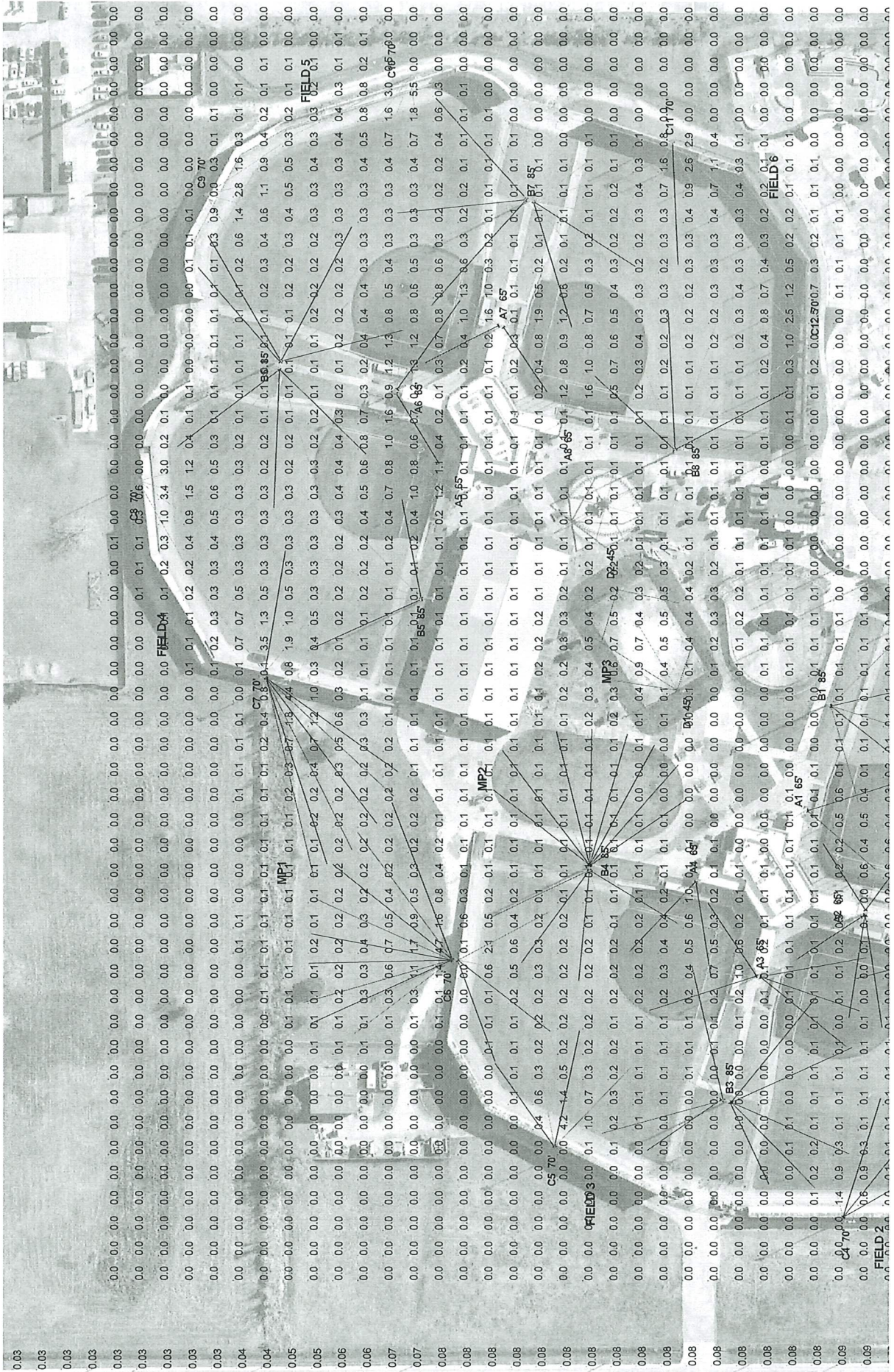
REV: D2-A

DESIGNER: PATRICIA DEL RIO

DATE: 1/7/2025



HORIZONTAL SPILL & LIGHT SCAN READING 80' ABOVE FIELDS



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JOB NAME: THE BALLPARK AT LEAGUE CITY

LOCATION: League City, Texas

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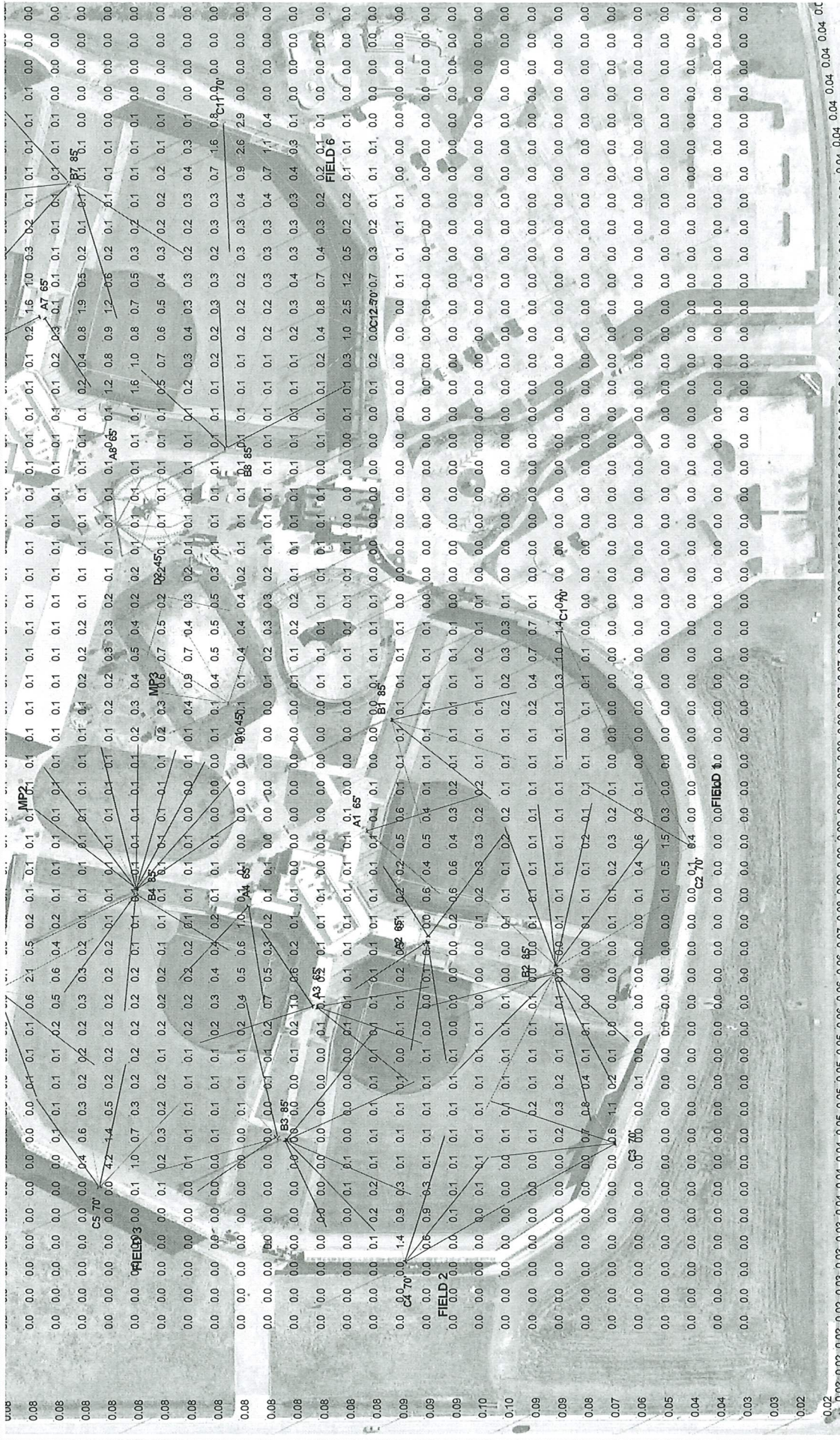


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**Qualite**  
SPORTS LIGHTING, LLC  
WWW.QUALITE.COM

JOB NAME: THE BALLPARK AT LEAGUE CITY

LOCATION: League City, Texas

REF# QL-23184

DESIGNER: PATRICIA DEL RIO

REV: D2-A

DATE: 1/7/2025





## **TAB C - PRICING, OPTIONS AND FEES**

- A. Included in this proposal is the retrofit installation performed by Qualite Sports Lighting, LLC. Please see the scope of work below that provides details of what is covered and what is not. Please do not hesitate to reach out with any questions.
- B. Retrofit Installation: Scope of Work:, Proposal Includes removing existing lighting from pole and placing on site for owner use/removal.
- Proposal includes offloading, assembly and installation of lighting equipment.
  - Pole wiring harness, pole disconnect included in pricing
  - All necessary labor, equipment, insurance and misc. materials are included.
  - Labor is non-union and is based off Fair Labor Rates.
  - Price based on site access sun-up to sun-down, 7 days a week with no work stoppage.
  - Owner to provide adequate access to site.
  - Any damage to site due to construction is not included.
  - Use of existing electrical and conduit is assumed and any site electrical shall be by others.
  - Concrete cutting is not included in the cost.
- C. Qualite Sports Lighting will not accept any alternative methods of compensation. We look forward to the opportunity to work with the city would be happy to provide financial support through financing options, as previously discussed.
- D. See attached Cost Sheet for project pricing.



## **TAB E - WARRANTY**

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### **25-YEAR TOTAL COVERAGE WARRANTY**

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#### **LED GameChanger™ Lighting System Sports Lighting Application**

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Qualite Sports Lighting provides a 25-year “total coverage warranty” to the owner for complete peace of mind at no out-of-pocket cost.

**What this warranty covers:**

Qualite warrants the GameChanger™ LED Lighting System for 25 years from failure.

All fixtures and or components are covered under this warranty for the full 25 years. All necessary labor, parts, wiring, etc. will be replaced or corrected at Qualite’s expense. The use and cost of equipment (cranes, lifts or other heavy construction equipment) is included in this warranty at Qualite’s expense.

**What is covered and included:**

- Total system coverage, lights, poles, drivers, etc.
- All labor
- Lifts, crane or other equipment required for repair
- All parts will be supplied by Qualite at no cost to owner
- Light levels are guaranteed for full 25-year period
- Fixture aiming and mounting is guaranteed.

**What is not covered:**

- Acts of God. (flood, lightning, tornado, etc.)
- Vandalism
- Damage from improper installation
- Non-compliant power conditions

**Conditions of Service:**

- Adequate, pre-determined egress/ingress is required for heavy service equipment
- Safe working environment for crews

**Response Time:**

- Normal non-emergency service work will be scheduled within owner’s requirements
- Emergency service response will occur within a 24-hour period

**Notes:**

This warranty is intended for normal usage for the GameChanger™ Lighting System that would be installed on a grade school, high school sports venue, charter schools, park and recreation, college level or other venue with normal use considerations. Please contact Qualite Sports Lighting for high or extreme use facilities.



## 25-009 Retro Fit Lighting for The Ballpark at League City

### Cost Sheet

Completion of each section below is expected and required. Proposers who do not submit pricing for all items listed below may be disqualified. Price of Dimming Light feature and Warranty should be included in total cost. Any pricing proposals different from what is listed below should be included in the Proposal packet under Tab C. Do not alter this Cost Sheet.

Proposed Pricing for 3 fields	\$	319,425.00
Alt 1: Additional 3 fields	\$	312,525.00
Alt 2: Multipurpose fields	\$	118,050.00
<b>TOTAL</b>	<b>\$</b>	<b>750,000.00</b>

**NOTES:**

1. Per Vendor- 0-100% Dimming is part of our standard product and is included in the pricing.
2. 25- year service warranty is included in pricing- "bumper to bumper. Includes parts labor and equipment. No deductible / No cost to the owner. See terms of warranty within our proposal.
3. **Payment Terms:**
  - a. 25% deposit immediately.
  - b. 25% at delivery of first truck of materials.
  - c. Remaining balance at completion.