



REQUEST FOR BID

Installation and Maintenance of Holiday Lighting and Decor

Project Number: 101122-537092

**A MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED
VIRTUALLY AT 9:30 AM, TUESDAY APRIL 30.**

Meeting link enclosed. See 'Invitation to Bid'

**BIDS WILL BE ACCEPTED UNTIL
MAY 17, 2024 AT 3:00PM**

Note: Proposals should be submitted electronically via email to the enclosed Parks & Recreation Department Contacts

**City of Louisville | Parks, Recreation & Open Space
749 Main Street Louisville, CO 80027
PH: (303) 335-4735 www.louisvilleco.gov**

INVITATION TO BID

The City of Louisville (City) Department of Parks, Recreation and Open Space is inviting bids from highly qualified contractors (Respondents) to perform **Installation and Maintenance of Holiday Lighting and Décor** within the City. Work will include installation, maintenance, and removal of holiday lighting and décor for trees and light poles as designated by the City. This contract is one season with option to extend for up to two additional seasons at the City's discretion. Respondents are requested to provide a comprehensive bid which includes all aspects of the work.

Digital copies of the Bidding Documents will be available after **April 16, 2024** through the department office, on-line via the Rocky Mountain Bid System and on the City's website: <https://www.louisvilleco.gov/doing-business/bidding-opportunities-requests-for-proposals>

A mandatory pre-bid meeting will be held virtually on **April 30, 2024 at 9:30am** using Microsoft Teams: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>
Meeting ID: 240 966 198 603 Passcode: oibJ4k

Bids will be accepted electronically by the department until 3pm MST on May 17, 2024. See contact information for email addresses. The City of Louisville is an Equal Opportunity Employer.

PROJECT SUMMARY

This project will install, maintain, and remove holiday lighting and décor throughout the City of Louisville. The selected contractor will be required to have lighting and décor installed and operational 1 week prior to the Thanksgiving holiday. Lighting and décor shall be maintained through the holiday season until removal typically no earlier than 4th week of January. The designated areas can be found in **Exhibit C**.

SCOPE OF WORK

The Scope of Work shall include but is not limited to the following:

- Approximately 132 light poles will be decorated with lighted garland (décor) and festive bows. Garland and bows will be provided by the City to the selected contractor to install.
- Trees to be installed vary in size and are identified in the scope of work found in **Exhibit C**.
- The contractor is required to supply lights for all designated locations; type of lights and color selection to be approved by the City. The selected contractor will be responsible for replacement, maintenance, and upkeep of the lighting and décor from installation until removal.
- Installation of lighting and décor to be performed minimizing impact to traffic, residents and commercial properties.
- Coordination of street closure need to be communicated to the City 48 hours prior to closure request. The contractor is responsible for any Right of Way permit needed, posting and updating closure/ safety signage throughout the installation, maintenance and removal, communicating updates to designated city staff.
- Contractor selected must have necessary equipment to access the tree heights and lamp posts as identified in **Exhibit C**. Contractor should be prepared to supply extension cords and photocell/ timers as needed to install lighting décor at all poles and trees as identified on mapping.
- The contractor will be responsible for all clean-up during installation and removal.
- To ensure uniform bidding, please use the enclosed bid form.

ANTICIPATED SCHEDULE / KEY DATES

Daily Camera Submission	3:00 p.m. April 16
First Publication	April 18
Rocky Mountain E- Purchasing	April 19
Second Publication	April 28
Mandatory Pre-Proposal Meeting (Virtual)	9:30am April 30
Inquiry Deadline.....	10am May 2
Inquiry Response Deadline	May7
Proposals Due	3pm May 17
Bid Opening & Department Review	May 23
City Council Review	May 31
City Council Meeting	June 4
Notice of Award.....	June 8
Notice to Proceed, Bonds, Insurance, etc.	June 8
Construction/Installation/Site Restoration - Substantial Completion	November 16, 2024
Final Project Completion	January 27, 2024

SELECTION PROCESS AND CRITERIA

The following criteria will be used to evaluate all proposals:

- The contractor’s interest in the services which are the subject of this RFB, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
- The reputation, experience, and efficiency of the contractor.
- The ability of the contractor to provide quality services within time and funding constraints.
- The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide the requested information in a clear and concise format.
- Such other factors as the City determines are relevant to consideration of the best interests of the City.

PERIOD OF SERVICE

The Respondent Team should be available to begin work per the above scheduled dates upon approval of their proposal. Any foreseen limitations and/or conflicts impacting the proposed project schedule should be noted as a part of the respondent’s submission.

BUDGET, COMPENSATION & PAYMENT

Payment for the Respondent Team services will be based on a lump sum proposal to include the scope of services identified in this request. The lump sum proposal shall include costs for all overhead, profit, deliverables, travel and other expenses incidental to the project. Payments will be made on a monthly basis upon receipt and acceptance of an invoice indicating the services for which payment is due. Hourly rate and unit pricing schedules shall be included in the contract for possible additions or deletions to the services. The selected Respondent Team will be required to enter into an agreement with the City. The City’s standard independent contractor agreement is attached for reference.

STANDARD TERMS AND CONDITIONS

Respondents should be aware of the following terms and conditions what have been established by the City of Louisville:

- The request for bid is not an offer of contract. The provisions in the RFB and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals.
- The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFB process.
- All submittals become the property of the City, a matter of public record and will not be returned. Proprietary information included in submittals must be clearly identified and will be protected, if possible. Unit pricing and total cost information will not be considered proprietary.
- The City has the right to use any or all ideas presented in response to this invitation to bid. Disqualification of the respondent does not eliminate this right. The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive.
- No Bid may be withdrawn within a period of sixty (60) days after proposal submission deadline.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City. A sample contract is enclosed.

REQUIRED SUBMITTALS

One digital copy (single PDF file preferred) should be submitted to the enclosed contacts prior to the Proposal Deadline. Proposals should include the following and in the order given:

1. Letter of Interest
 - a. Provide a letter of introduction stating the Respondent's interest and reflecting an understanding of the proposed scope of services. The letter must be signed by an authorized agent for the Respondent.
2. Capabilities & Experience
 - a. Provide a review of your qualifications and include three (3) examples of past or present work which best demonstrate your ability to successfully complete the proposed services. Focus, to the greatest extent possible, on projects similar to the scope of services herein.
 - b. Please provide photos to illustrate examples of past/present work.
3. References
 - a. Provide three (3) Client references (including contact person and phone number) for projects of similar size/scope which reflect your ability to successfully execute the proposed services.
4. Fee Proposal & Schedule
 - a. The proposed total, not-to-exceed fee for services per the bid form (Exhibit B)
 - b. Provide a proposed project schedule including start and finish dates, along with applicable milestones.
5. Required Forms
 - a. Signed Form - Disclosure Statement (Exhibit A)
 - b. Signed Form – Bid Form (Exhibit B)
 - i. Cost Proposal
 - ii. Bid Bond
 - iii. Schedule of Subcontractors

BID SECURITY

Each Bid must be accompanied by a Bid security consisting of a properly Certified Check, Cashier's Check, or Bid Bond, in the amount of five (5) percent of BIDDER'S Total Bid Price, without conditions, payable to the City of Louisville. Bid security will be retained by the City until the seventh day after the Effective Date of the Agreement whereupon Bid security furnished by such Bidder's will be returned. Bid security with Bids, which are not competitive, will be returned within fourteen days after the Bid opening. No Bid will be considered unless accompanied by such Bid security.

The successful BIDDER will be required to furnish a performance bond and a labor and material payment bond to the City of Louisville each in an amount at least equal to the Contract Price guaranteeing faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

INQUIRIES

Prospective respondents may make written inquiries by email prior to the inquiry deadline. Inquiries will also be accepted at the pre-proposal meeting. An addendum will be released to all pre-bid meeting attendees with any required clarifications, revisions and/or associated documents prior to the inquiry response deadline. Inquiries should be sent via email to the contacts listed below.

SUBMISSIONS & CONTACT INFORMATION

Proposals will be accepted until 3pm MDT on the Proposal Deadline listed above. Late proposals will not be accepted. *Please keep submissions to 10mb or less.*

Proposals shall be submitted electronically via email to the contacts below:

Abby McNeal, CSFM CPRP
Parks Superintendent | Parks, Forestry, Athletic Fields & Cemetery
amcneal@louisvilleco.gov

AND

Kayla Corcelli
Administrative Assistant | Parks and Open Space
KCorcelli@louisvilleco.gov

**EXHIBIT A
Disclosure Statement**

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee.

Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response.

Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

- NO KNOWN RELATIONSHIPS EXIST
- RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name

Title

EXHIBIT B
BID FORM

PROJECT: HOLIDAY LIGHTING & DÉCOR
PROJECT NUMBER: 301313-630143
OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER is responsible for examining and determining for themselves the location and nature of the proposed Work, the amount and character of the labor and materials required therefor, and the difficulties which may be encountered including existing underground and/or overhead facilities. BIDDER's may not rely on oral, written or graphic representations made by the OWNER and by submitting a Bid, each BIDDER waives all liability for any error in any representation made by the OWNER to the BIDDER. BIDDER's shall inspect the site and its surroundings and notify OWNER in writing of any supplemental examinations, investigations, and/or tests concerning conditions at or contiguous to the site (including surface, and subsurface) which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto for performing the Work in accordance with the Contract Documents. By failing to make such an inspection and notification, the BIDDER waives all rights to claim extra payment or time extensions due to unexpected conditions, which could have been determined had the site been reasonably inspected. If concealed or unknown conditions differ materially from those ordinarily encountered and generally recognized as inherent in the Work, or differ materially from the conditions indicated in the Contract Documents, then an equitable adjustment in the Contract Price or in the Contract Time will be allowed by change order as provided in the Contract Documents.

- (d) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the price(s) shown below in the Schedule of Unit Prices. Each unit price will be deemed to include an amount considered by BIDDER to be adequate to cover BIDDER's overhead and profit for each separately identified item. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.
5. The following documents are enclosed and made a condition of this Bid:
- (a) Cost Proposal Form
 - (b) Required Bid Security (Bid Bond)
 - (c) Schedule of Subcontractors (Any persons and organizations proposed to perform the Work are required to be identified submitted in this Bid)
 - (d) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.
7. Communications concerning this Bid shall be addressed to:

Name: _____ Telephone No. _____

Email: _____

Address: _____

SUBMITTED on _____, 2024.

If BIDDER is:

An Individual

By: _____
(Individual's Name)

(SEAL)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

By: _____
(Firm Name)

(SEAL)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of incorporation)

By _____ Title _____
(Name of person authorized to sign)

(CORPORATE SEAL)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

Date of Qualification to do business: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

COST PROPOSAL FORM

PROJECT: Holiday Lighting & Décor
 PROJECT NUMBER: 301511-630048
 OWNER: CITY OF LOUISVILLE, COLORADO

Notes:

- 1) Refer to Exhibit C for list and maps of proposed locations within the City.
- 2) The City requires that proposals be received in unit cost pricing as quantities may vary overtime.
- 3) All pricing is to include materials, installation, maintenance, and removal unless otherwise noted.
- 4) Tree Sizes are roughly: Small = 2"-6" dbh Medium= 7"-12" Large = greater than 12"dbh
- 5) Street Poles are approximately: Small = 1.5' dia x 12' h Large = 2'dia x 30 ' H
- 6) Abbreviations: LS = Lump Sum EA= Each LF= Linear Feet

2024 Pricing Schedule

Line	DESCRIPTION	Unit	Quantity	Unit Price	PRICE
1	Mobilization	LS			\$
2	Tree Lighting – Small	EA			\$
3	Tree Lighting – Medium	EA			\$
4	Tree Lighting – Large	EA			\$
5	Street Pole Lighting	EA			\$
6	Street Pole Décor*	EA			\$
7	Building/Gutter Lighting	LF			\$
8	Other:				\$
9				Total:	\$

*Price to include installation, maintenance and removal only. Materials (synthetic garland) to be provided by Owner.

2025 / 2026 Pricing (If contract extended at Owner's discretion)

2025 Projected Pricing

Prior Year Price (2024 price from line 9 above): \$ _____

Price Escalation _____ %

2025 Projected Price \$ _____

2026 Projected Pricing

Prior Year Price (2025 projected price as calculated above): \$ _____

Price Escalation _____ %

2026 Projected Price \$ _____

Pricing Example:

Prior Year Price = \$10,000

Price Escalation = 2% (percent value to be proposed by Contractor)

Projected Price = \$10,200

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID:

BID DUE DATE: _____
PROJECT (Brief Description Including Location):

BOND:

BOND NUMBER: _____
DATE: (Not later than Bid Due Date): _____
PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving requiring notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
(3) See conditions next page.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the properly executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by Owner, or
 - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

SCHEDULE OF SUBCONTRACTORS

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provide

EXHIBIT C
Lighting Overview and Maps

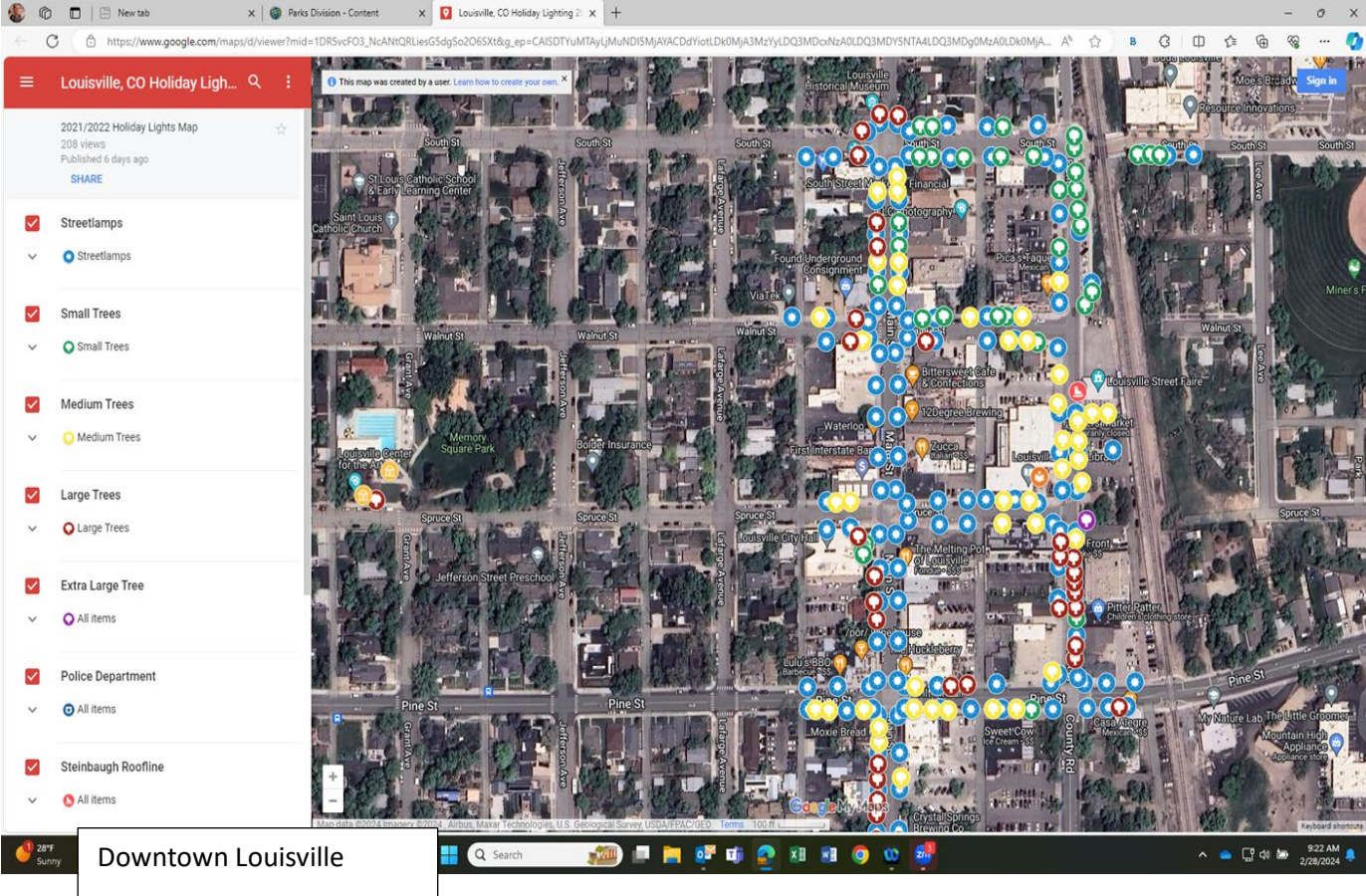
Holiday Lighting Overview					
<i>Quantity to be contractor verified</i>					
Location	# Small trees	# Medium trees	# Large Trees	# Light Poles	
South St to Front - Northside	3	0	0	4	
South St to Front - Southside	5	0	0	4	
South St -west of main	0	0	2	4	
Main St west side South to Walnut	0	4	2	6	
Main St East side South to Walnut	1	4	1	6	1 tree too small for lighting
Front St west side South St south to Walnut	2	1	0	4	
Front St East side South St south to Walnut	8	0	0	2	
Walnut St Northside east to Front	4	1	0	5	2 trees too small for lighting
Walnut St Southside east to Front	1	3	0	4	1 empty tree grate
Main St west side Walnut to Pine	0	0	0	5	
Main St east side Walnut to Spruce	0	0	0	5	
Front St west side Walnut to Spruce	0	4	0	4	
Front Street east side Walnut to Spruce	0	6	0	4	

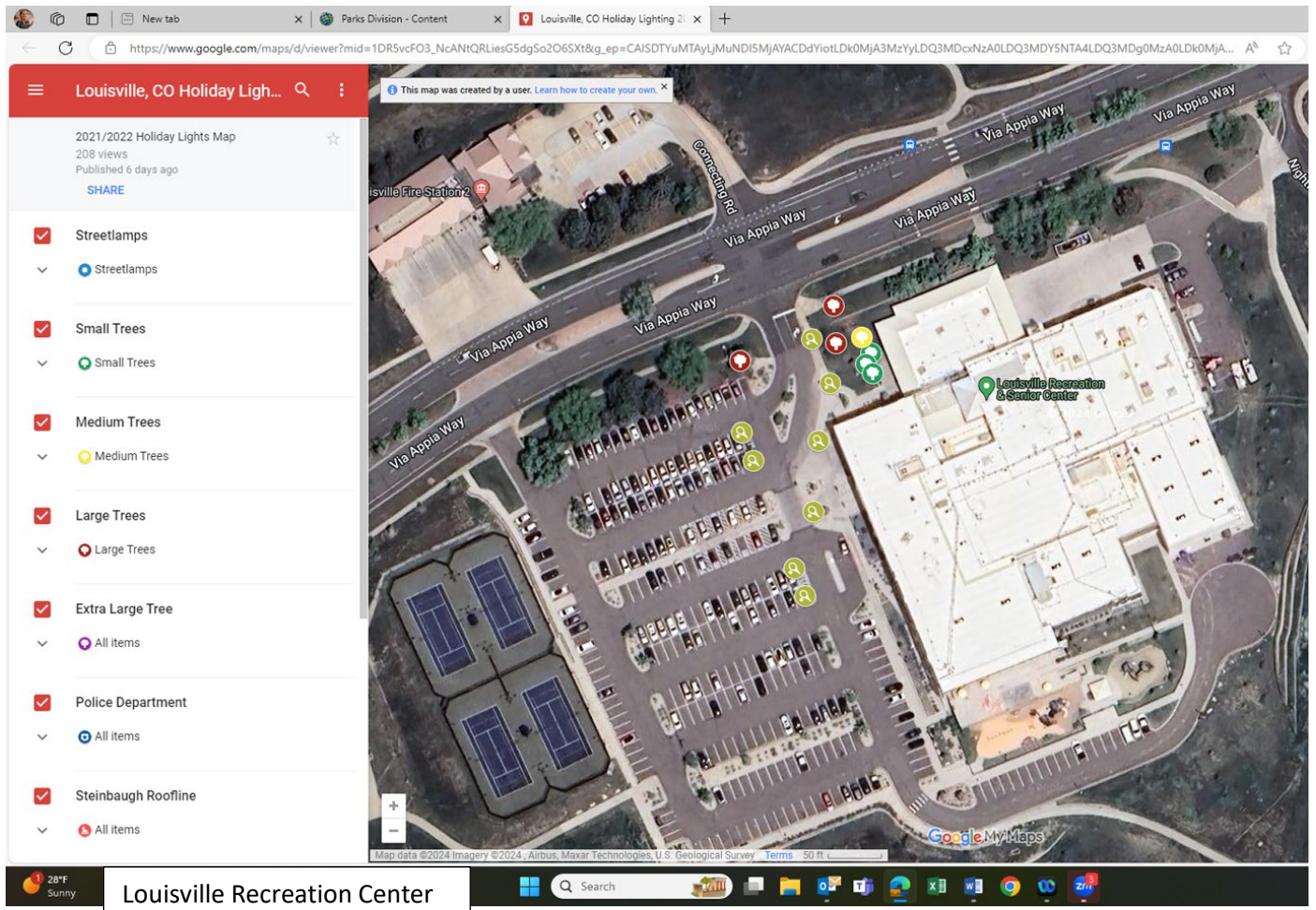
					including 2 trees lining south entrance to Pavilion
Main St west side Spruce to Pine	3	0	4	5	2 large 3 small trees at City hall, 2 larger trees at White House building
Main St eastside Spruce to Pine	0	0	0	5	
Front Street east side Spruce to Pine	1	2	6	5	
Front St west side Spruce to Pine	0	1	3	4	
Pine St Northside Main to RR track	1	1	2	8	
Pine St Southside Main to RR track	1	4	1	8	
Main St Westside Pine to Elm	3	0	4	5	
Main St Eastside Pine to Elm	0	0	0	5	1 empty tree grate
Spruce St Northside Main to Front	0	2	0	6	
Spruce St Southside Main to Front	0	1	1	4	1 empty grate
Walnut St Northside West of Main	0	1	1	2	
Walnut St Southside West of Main	0	1	1	2	
Spruce St Northside West of Main	1	0	0	1	
Spruce St Southside West of Main	0	0	0	2	
Pine St Northside West of Main	1	0	0	3	1 empty tree grate
Pine St Southside West of Main	0	2	0	3	1 empty tree grate
South Street East of Underpass	3	0	0	3	
Hwy 42 / Pine	0	0	3	0	

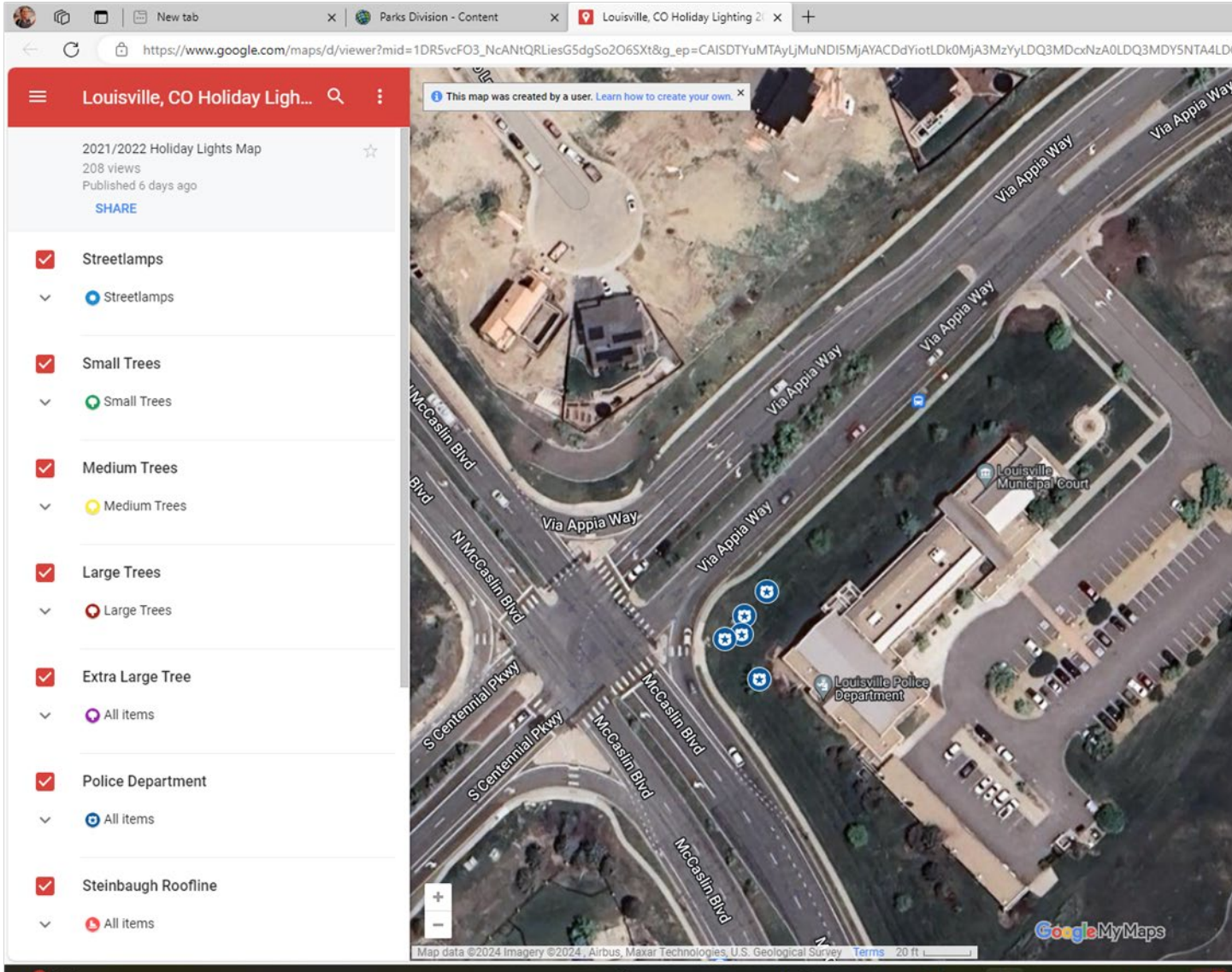
Art Museum/ Memory Pool	4	0	1	0	Gutter lights south and east sides of building. Lights along black pool fencing
Recreation Center	8	0	3	4	
Police Bldg.	1	4	0	0	
Library	0	0	0	0	Lights above public entrance
Steinbaugh Pavilion	0	0	0	0	Lights on West roofline. 3 snowflake lights on West facing fence side
740 Front Street			1		Large tree by John Breaux Statue
Total lighting locations	51	42	36	132	
	#	#	#	#	
	Small trees	Medium trees	Large Trees	Light Poles	

Location Maps

Contractor is responsible for field verification







**EXHIBIT D
LIGHTING EXAMPLES**

Historically the City has decorated the street trees with white swirls in the canopy and green or red lighting swirls on the trunk. Trees with larger canopies colored stars have been used.
See example pictures below



EXHIBIT E
Sample Contractor Agreement

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND
CONTRACTOR NAME FOR Holiday Lighting and Decor

1).0 PARTIES

This AGREEMENT FOR Holiday Lighting and Decor (this “Agreement”) is made and entered into this DATE day of **JUNE 2024** (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and **CONTRACTOR NAME**, hereinafter referred to as the “Contractor.”

2).0 RECITALS AND PURPOSE

- a) The City desires to engage the Contractor for the purpose of providing Holiday Lighting, Décor, Installation and Maintenance as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services” or “Work”).
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3).0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

4).0 COMPENSATION

- a) The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. For Services compensated at per unit rates or on a per-task basis, such rates or costs per unit or task shall not exceed the amounts set forth in Exhibit “B.” The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractors efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the

City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5).0 PROJECT REPRESENTATION

- a) The City designates Parks Superintendent, Abby McNeal as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Abby McNeal and such person's designees.
- b) The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly _____, and should such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6).0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026 (end of calendar year) unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date and Contractor shall proceed with diligence and promptness so that the Services are completed consistent with the City's requirements by no later than December 31,2026.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7).0 INSURANCE

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8).0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on

account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9).0 CONTRACTOR OBLIGATIONS AND WARRANTIES

- 9.1 Contractor's services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.
- 9.2 **It is** assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.
- 9.3 Until the final acceptance of the Work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and final acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.
- 9.3 Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor.

- 9.4 Contractor agrees to guarantee all Work under this Agreement for a period of one (1) year from the date of final acceptance by the City. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

10).0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. **Contractor** shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Contractor is not entitled to worker's compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some entity other than the City.**
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11).0 ASSIGNMENT

Except as provided in section 22.0 hereof, Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12).0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13).0 TERMINATION

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- b) In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14).0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15).0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City.

16).0 ENFORCEMENT

- a) In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- b) This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State

of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17).0 COMPLIANCE WITH LAWS

17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.

18).0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19).0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Company Name
Attn: Name
Address
Telephone:

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20).0 EQUAL OPPORTUNITY EMPLOYER

- a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Jeff Durbin, City Manager (change to mayor if over \$50k)

Attest: _____
Meredyth Muth, City Clerk

CONTRACTOR:
CONTRACTOR NAME

By: _____

Title: _____

