

**AGREEMENT FOR HOLIDAY LIGHTING
INSTALLATION, MAINTENANCE, AND REMOVAL**

This **AGREEMENT FOR HOLIDAY LIGHTING INSTALLATION, MAINTENANCE, AND REMOVAL** ("Agreement") is made and entered into as of the Effective Date, by and between the **CITY OF FARMERS BRANCH** ("City"), a Texas home rule municipality and **KEVIN SCHADED D/B/A KEVIN SCHADED LIGHTING** ("Contractor"), a sole proprietorship. City and Contractor are hereafter collectively referred to as "the Parties" or individually as "Party".

WITNESSETH:

WHEREAS, City desires to contract with Contractor for the performance of the Services as hereinafter defined; and

WHEREAS, Contractor has agreed to perform the Services for the compensation stated herein;

NOW, THEREFORE, City and Contractor, in consideration of the terms, covenants and conditions herein contained, do hereby agree as follows:

**ARTICLE I
TERM AND RENEWAL OF AGREEMENT**

Section 1.1 Initial Term. This Agreement shall commence and become effective on September 7, 2016 ("Effective Date"), and, unless extended or terminated earlier in accordance with the provisions of this Agreement, shall end on February 28, 2017 ("Termination Date")(the period between the Effective Date and the Termination Date being "the Initial Term").

Section 1.2 Renewal Periods. This Agreement may be renewed for three (3) additional periods of one (1) year each ("the Renewal Period" or collectively "the Renewal Periods") by mutual agreement of the Parties. City shall provide Contractor written notice of intent to renew on or before March 1, 2017, with respect to extension of the term for the first Renewal Period, and on or before March 1 of each subsequent year for each subsequent Renewal Period. Notwithstanding the notice period set forth above, nothing herein shall be construed as prohibiting the Parties from mutually agreeing to an extension of this Agreement even if City provides later notice to Contractor of the desire to renew the term for the next Renewal Period. Except where otherwise indicated, each Renewal Period shall be subject to the same provisions of this Agreement.

ARTICLE II

SCOPE OF SERVICES; COMPENSATION

Section 2.1 Scope of Services.

A. Contractor shall perform all work and services as set forth in the Scope of Services set forth in Exhibits “A” and “B” attached hereto and incorporated herein by reference (“the Services”). In the event of any conflict between the provisions of the main body of this Agreement and those set forth in Exhibits “A” and or “B,” the provisions of the main body of this Agreement shall control.

B. Contractor shall perform the Services in accordance with the best possible work standard and in a manner satisfactory and acceptable to City.

C. For purposes of this Agreement, City’s representative shall be City’s Director of Parks & Recreation (“Director”) or Director’s designee. Any dispute arising hereunder shall be submitted to the Director, whose decision in the matter shall be final and binding.

D. City reserves the right at its sole discretion to delete any requirement to install any items listed in the Scope of Services during the Initial Term and/or any Renewal Period. Should a deletion occur, the fee set forth in the Fee Schedule related to that portion of the display shall not be charged for that year.

E. If City deletes an item from the display for a particular year and requests the item be added back in a later year, City shall pay Contractor the charge for that item based on the amount set forth in the Fee Schedule, subject to any increase in such fee as authorized by Section 2.2.D, below.

F. If City requests an additional display item that was not originally contemplated by this Agreement, the pricing for such display and the related installation shall be subject to Section 2.2.E., below.

Section 2.2 Compensation.

A. Subject to additions or deletions for charges or extras agreed upon in writing, City agrees to compensate Contractor upon completion of performance of the Services in accordance with Exhibit “C,” attached hereto and incorporated herein by reference (“Fee Schedule”). City agrees to pay Contractor the amount invoiced not later than thirty (30) days following receipt of the invoice from Contractor.

B. City may deduct from any amounts due or to become due to Contractor any sum or sums owed by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim against City arising out of Contractor’s performance of this Agreement, City shall have the right to retain out of any payments due; or to become due, to Contractor an amount sufficient to completely

protect City from any and all loss, damage or expense therefrom, until the claim has been satisfactorily remedied or adjusted by Contractor.

C. Effective with each Renewal Period, if exercised, Contractor may increase the amounts set forth in the Fee Schedule by an amount not to exceed the percentage increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers-Dallas/Ft. Worth Area (CPI-U:D/FW)("the Index") published for January 2016 and the Index published for the January immediately prior to the Renewal Period for which the increase would be in effect. Notwithstanding the foregoing, in no case shall an increase in the Fee Schedule for any Renewal Period be greater than five percent (5%) of the amount charged for the Initial Period or the immediately prior Renewal Period, whichever is applicable.

D. Nothing in this Section 2.2 shall require City to pay for any work that is unsatisfactory as determined by the Director. City shall not be required to make any payments to Contractor when Contractor is in default under this Agreement, nor shall acceptance by City or payment by City for any portion of the Services constitute a waiver of any right, at law and at equity, which City may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

E. The Parties acknowledge that designs and locations of the installation may vary from year to year. Notwithstanding Section 2.2.C., above, the fee to be paid for any Renewal Period may be equal to an amount (i) not exceeding 25% of the fee for the Initial Term or (ii) \$90,000 whichever is greater if the changes in the design from the prior year (a) requires the manufacturing of new displays, (b) a substantial increase in the number of lights, (c) or installation in locations requiring the rental or purchase of equipment not required for the installation for the Initial Term. In no case shall the amount of the fee increase more than the limit imposed by Section 2.2.C. if the Director has not approved in writing the modified designs, increased lights, or alternate or additional installation locations that are resulting in the increased fee.

Section 2.3 Reduction for Installation Delay. City shall have the right to deduct from Contractor's fee for the Initial Term or any Renewal Term an amount equal to five (5%) of the amount for installation due under the Fee Schedule if Contractor fails to complete the installation of all lights and demonstrate that all lights and equipment are working on or before the required installation deadline. Contractor understands and acknowledges that the schedule for installation of all lights and displays must take into account bad weather days when work cannot be performed and agrees that, notwithstanding Section 5.14, no claims for delays based on weather shall be made until after the fifth (5th) bad weather day occurring during the installation period.

ARTICLE III STANDARDS FOR PERFORMANCE; PERSONNEL

Section 3.1 Time for Performance. Prior to commencing any work pursuant to this Agreement, Contractor's representative and Director shall agree to an installation and removal schedule ("the Work Schedule"). Contractor understands, acknowledges and agrees (i) the Services shall be completed in strict compliance with the Work Schedule and (ii) failure of

Contractor to complete the Services in accordance with the Work Schedule shall constitute a material breach of this Agreement.

Section 3.2 Number of Personnel. Contractor shall employ at all times during the term of this Agreement a sufficient number of experienced employees to adequately perform the Services within the times required by the Work Schedule.

Section 3.3 Contractor's Employee Conduct. Contractor's employees that perform the Services on City's property shall conform to the following:

- A. Contractor's employees and personnel shall be of good moral character and temperament.
- B. Contractor agrees that all work shall be directed and supervised by experienced personnel, and that its supervisors shall, at such times agreed to by Director, make regular inspection of the Work during and after installation to insure proper and complete performance of the Services by Contractor's employees.
- C. Contractor's employees under the influence of, or appearing to be under the influence of, alcohol or drugs shall not be permitted in on City's property or the location of the work.

ARTICLE IV TERMINATION AND DEFAULT

Section 4.1 Termination. This Agreement may be terminated prior to the end of the Initial Term or the end of any Renewal Period as follows:

- A. City may terminate this Agreement immediately upon providing notice to Contractor in the event Contractor fails to:
 - (1) Comply with the Work Schedule;
 - (2) Deliver to City upon request documentation of legal employment status of Contractor's employees assigned to perform the Services upon request; or
 - (3) Comply with Federal immigration laws.
- B. Either Party may terminate this Agreement without cause by providing not less than thirty (30) days written notice to the other party, provided, if Contractor is not in default at the time of termination, Contractor shall be paid for services determined by the City to be satisfactorily performed prior to and including the date of termination.
- C. In the event Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the services or time of performance, and the failure is not corrected within (10) days after written notice

by City to Contractor to cure such default, City may, at its sole discretion and without prejudice to any other right or remedy, by written notice to Contractor, terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by contracting with others. Furthermore, Contractor shall be liable for all costs in excess of the total Agreement price under this Agreement incurred by City to complete the Services herein provided for and the costs so incurred may be deducted and paid by City out of such moneys as may be due or that may thereafter become due to Contractor under and by virtue of this Agreement.

4.2 City Provision of Supplies, etc. City may, without terminating this Agreement or taking over performance of the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of Contractor.

Article V Miscellaneous

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

5.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective successors and assigns.

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in State court located in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

5.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

5.6 Severability. In the event 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 the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor in performing the Services and other obligations of this Agreement, is acting

independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of the Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

5.8 Notice. Any notice required or permitted to be delivered hereunder must be in writing and may be sent by first class mail, overnight courier or by confirmed facsimile to the address specified below, or to such other party or address as either party may designate in writing, and, shall be deemed delivered upon actual receipt or, if mailed, on the third (3rd) business day after placing the notice in the United States mail:

If intended for City, to:

City of Farmers Branch, Texas
Attn: Director of Parks and Recreation
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Contractor:

Kevin Schaded Lighting
11700 Preston Road, #660-415
Dallas, Texas 75230

5.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

5.10 Exhibits and Recitals. The recitals and exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

5.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS

(INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.12 Insurance.

(a) Contractor shall during the term of this Agreement maintain in full force and effect the following insurance:

(i) Commercial general liability insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of the Services with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) Automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of the Services with policy limit of not less than \$500,000.00; and

(b) The general liability and automobile liability policies required herein shall be endorsed to name City, its officers, and employees as additional insureds as to all applicable coverage.

(c) Each and every insurance policy required to be carried by or on behalf of Contractor pursuant to this Agreement shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-

renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Contractor pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

(d) All insurance policies required herein shall be endorsed to provide for a waiver of subrogation against City.

(e) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(f) A certificate of insurance and copies of the endorsements evidencing the required insurance coverage and endorsements shall be submitted prior to commencement of performance of the Services.

5.13 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

5.14 Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party's performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

5.15 Attorney Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, that each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

5.16 Effective Date. This Agreement shall be effective when signed by authorized representatives of both parties ("the Effective Date").

(Signatures on Following Page)

SIGNED AND AGREED this _____ day of _____, 2016.

ATTEST:

CITY OF FARMERS BRANCH, TEXAS

By: _____
Amy Piukana, City Secretary

By: _____
Charles Cox, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

SIGNED AND AGREED this _____ day of _____, 2016.

CONTRACTOR:
KEVIN SCHADED LIGHTING

By: _____
Kevin Schaded, President

EXHIBIT "A"
SCOPE OF SERVICES

INSTALLATION

- A. It is anticipated that the Notice to Proceed will be issued on or about **September 7**. Light strings shall be in place, properly spaced and fully operational at all locations no later than **November 23**. Subsequent deadlines during renewal include the following dates:
1. 2017 – Fully Operational (Nov 22)
 2. 2018 – Fully Operational (Nov 21)
 3. 2019 – Fully Operational (Nov 27)
- B. Contractor will be required to attend two (2) evening rehearsals prior to the event so that any last minute changes can be made before the Tour of Lights begins. Date and time of the rehearsals shall be established at a later date.
- C. All work shall be completed to the satisfaction of City.
- D. If lights are not fully operational to complete satisfaction of City by 6:00 pm on the dates listed above, a penalty of 5% will be deducted from contract amount.
- E. Payment for this project will be as follows:
1. Installation - when complete to the satisfaction of the City at all sites.
 2. Maintenance - cost for maintenance shall be included in the REMOVAL bid price. No separate payment will be made for maintenance.
 3. Removal - when complete, including delivery of marked storage boxes.
- F. Care shall be taken during all phases of the work. Appropriate ladder, lift or bucket truck shall be utilized. Climbing trees will not be allowed. Any damage, gasoline contamination, or environmental impact to City owned property shall be repaired/replaced/remediated at Contractor's expense including but not limited to broken limbs, ruts in the turf, damaged irrigation heads and planting beds, damage to buildings or sidewalks, soil contamination, etc. All repairs/restoration shall be addressed immediately.
1. Contractor should use extreme care when he is on the roof of the City Hall Building to prevent excessive damage to the slate shingle roof. ***NO ONE WILL BE ALLOWED TO WALK, SCOOT, STAND OR PUT DIRECT WEIGHT ON THE SLATE ROOF.***
 2. Contractor must run wires and extension cords through the trees at The Grove @ Mustang Crossing. Light strings, wires and extension cords cannot be on the ground prior to October 29.

G. Work Schedule

1. Contractor must provide a 24 hour notice prior to installing lights on the following facilities:
 - a. City Hall
 - b. Fire Station One
 - c. Justice Center
 - d. Animal Adoption Center
 - e. Manske Library
 2. City reserves the right to limit work schedule including what time work can begin and end.
- H. Contractor shall be allowed to work on weekends and holidays; however, Contractor must give City at least 48 hours' notice of his intent to do so.
- I. City reserves the right to limit weekend work at the Historical Park. Special events, parties, and weddings will be in progress every weekend limiting the access to certain areas of the park.
- J. Contractor shall note that City will hold an annual Halloween event and Bloomin' Blue Grass Festival in October at the Historical Park. Contractor assumes all liability for the light strings during the events, including vandalism, if light strings are installed prior to these events. If the light strings are installed in the trees prior the events, all of the strings shall be unplugged during the events. Contractor shall re-plug all strings after the events.
- K. Contractor shall note that City holds a Farmers Market each Saturday at The Grove @ Mustang Crossing (Location D5) through October 29. No equipment may be left at this location.
- L. Contractor shall follow proper barricading procedures when blocking streets and roadways. Contractor may utilize City's barricades giving City 24 hours' notice to schedule barricade delivery.

SCOPE OF WORK

- A. The following services are a typical annual installation for City.
1. Labor to install City-owned lighting on roof lines.
 2. Labor to install City-owned lighting on tree trunks and canopies.
 3. Labor to design animated light show with music for the Historical Park and Grove @ Mustang Crossing.
 4. Labor to install animated light show at the Historical Park and Grove @ Mustang Crossing.
- B. Light strings, replacement bulbs, extension cords, animation controllers and radio transmitter will be supplied by City.

C. Appearance of Lighting

1. Full coverage lighting is always the desired appearance.
2. Trees will be installed with the following specifications:
 - a. Total Canopy Coverage Wrap – wrap main branches, individual branches and twigs in tree canopy to give full coverage lighting in the whole canopy of tree.
 - b. Trunk Wrap – wrap lights around the trunk of the tree in a horizontal manner from the ground up the trunk and up the limbs where appropriate, maximum spacing shall be 4” between the rows of lights.
 - c. Limb Wrap – wrap strings around the limbs of the tree; secure with plastic “ty-rap;” maximum distance between rows of lights shall be 4” to 6”; wrap all major limbs and work strings onto smaller limbs (from the ground up).
3. Lighting methods **NOT** acceptable, No May poling, No Zagging, No Crossing of light sets and No Pepperminting.
4. Contractor is responsible to distribute light strings to provide for even and symmetrical lighting effect.

D. Animation

1. Contractor will be responsible for working with City to design animation.
2. Contractor is responsible for programming and sequencing the animated show.
3. Contractor is responsible for programming four (4) songs per year specified by City. City will also provide Contractor a commercial to be used between songs. Songs should have no longer than a 30 second break between songs.
4. Contractor is responsible for installing the City-owned FM radio transmitter and antenna and connecting with controller. Radio signal should reach the entrance of the Historical Park to the end of the tunnel without static in the Historical Park and should reach from Bill Moses Parkway to Farmers Branch Lane without static at The Grove @ Mustang Crossing.
5. City owns the following controllers that will be used for the animation. Additional controllers will be purchased by City as animation changes from year to year.
 - a. Pro Series LOR1602Wg3-MP3 (1)
 - b. Pro Series Addon LOR1602Wg3 (18)
 - c. CMB-24D Deluxe DC Card (8)
6. Lights to animate include LED C(9) Light Strings, LED Miniature Light Strings and RGB Flood – 10 watts.
7. Contractor is responsible for providing labor to install all wiring, controllers and

plugging lights into correct channels for animation. City will provide outdoor rated extension cords.

8. City has the ability to request a change in animation if not fully satisfied.

E. Electricity

1. City will be responsible for providing all extension cords necessary to properly install light strings. All extension cords shall remain property of the City. For all animation, city will provide one (1) 100 foot outdoor rated extension cord per channel. If additional extension cords are needed, contractor should contact City to purchase.
2. Contractor shall follow UL requirements on the allowable number of strings plugged together; wiring splices shall meet electrical code.
3. Light strings shall be attached to the buildings using "TY-RAP" Bases (item TC 5344A) and appropriate TY-RAP cable ties supplied by the Contractor. Bases to be attached with clear silicone suitable for outdoor use. Maximum spacing for the bases shall be 36" on center and as necessary to secure light strings to the structure. Bases shall remain when the light strings are removed. Contractor can utilize the existing bases provided they are securely attached to the building. If the existing bases used, Contractor is responsible for the security of the light string attachment. If the Contractor chooses to install all new bases, the existing bases shall be removed from the building.
4. Contractor is responsible for distributing the load of the lights. City can schedule an electrician to show Contractor specific plugs to be used if needed prior to installation.
5. Permanent electrical sources will be provided at all sites where lights are installed. Contractor is responsible for plugging in all lights in appropriate sources. During the first rehearsal, City will turn on light timers to insure all lights are working properly.
6. Extension cords and/or light strands cannot run over walkways or sidewalks.

MAINTENANCE REQUIREMENTS

- A. Contractor is responsible for replacing and repairing bulbs, light strings, fuses, electrical distribution, radio signal and animation on anything Contractor has installed.
- B. City intends to maintain 90% illumination of all light strings and bulbs. Animation should be at 95% illumination unless it is not functioning due to weather.
- C. Contractor will have one staff person on call for each day of the Tour of Lights to assist with problems with animation. If called, Contractor must respond and be onsite within one hour of the phone call.
- D. For lighting outages or when strings have fallen off building/trees, Contractor must make repairs within 24 hours of the problems being reported.
- E. City will provide replacement bulbs, fuses and light strings.

- F. Contractor shall maintain the electrical distribution to ensure secure mountings and proper installation from the beginning of the installation until the removal is complete.
- G. Contractor shall guarantee all installation work from the time installation begins until removal of the light strings. Light string removal will begin the first week in January and shall be complete by February 28. If light strings come loose from trees and/or buildings, Contractor shall reposition/re-secured the strings at no additional cost to City as a part of the installation guarantee.
- H. In the event that unusually adverse weather occurs, City and Contractor shall evaluate the damage and prepare a change order reflecting the cost to repair/replace that which was damaged from the storm(s). Unusually adverse weather shall mean weather that is not normal to the North Central Texas Area and as determined by the National Weather Service.
- I. Contractor shall fill out Installation Forms indicating number of old strings used, number of new strings used, which trees have been wrapped together, etc. Forms will be turned in to City on a weekly basis and before any payment for installation is made.

REMOVAL

- A. Light strings shall be removed, neatly wrapped and labeled according to the site including all extensions used on the project both provided by the City and the Contractor. Lights to be removed are indicated on Exhibit B
- B. All items used to install lights must be removed by Contractor including tabs, glue, hooks, etc.
- C. Contractor shall utilize City provided storage boxes to store the light strings. Storage boxes shall be labeled to reflect contents and correspond to the site.
- D. Contractor shall deliver storage boxes with all light strands, bulbs, cords and controllers to approved storage facility.
- E. The bid for removal is set up by area. City reserves the right to not remove any or all of the light strings. Contractor shall be paid for light strings removed.
- F. Contractor is responsible for immediate cleanup of debris, broken bulbs, broken strands, etc.

EXHIBIT “B” SCOPE OF WORK - INSTALLATION DETAIL

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
C1	City Hall	Building	1600 LF	Roof line (front & sides), dormers and face of building	C9 LED - Cool White	N	Y
C2	Trees "C2"	Trees - Fordinia Trees located in front of building	21	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
C3	Trees "C3"	Trees - Live Oaks located in front of building	17	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
C4	Snowflakes	Snowflakes - custom 5 foot diameter snowflakes	5	Hang Snowflakes on front of building	LED - Cool White Custom Snowflakes	N	Y
C5	Manste Library	Building	850 LF	Roof line	C9 LED - Cool White	N	Y
C6	Senior Center	Building	425 LF	Roof line (front & sides) already installed, maintenance as needed	C9 LED - Cool White	N	N
C7	Fire Station 1	Building	325 LF	Roof line (front & sides)	C9 LED - Cool White	N	Y
C8	Justice Center	Building	975 LF	Roof line (front) & rock wall	C9 LED - Cool White	N	Y
C9	Animal Adoption Center	Building	350 LF	Roof line (front & side metal roof)	C9 LED - Cool White	N	Y
D1*	Trees "D1"	Trees - Trees in front of wall	5	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
D2*	Trees "D2"	Trees	4	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D3*	Trees "D3"	Trees - DART Station	11	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D4*	Trees "D4"	Trees - CFB Tech	7	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D5	Trees "D5"	Trees - Post Oak	43	Trunk Wrap & Hanging Elements* (all wires must be in tree canopy and not on ground)	Mini LED - Red & Green Dnp Lights (100), Stars (15), Snowflakes (15), Spheres (15)	Y	Y
D6*	Poles	Poles	15	Candy Cane wrap metal poles	Mini LED - Red & Cool White	Y	Y
D7*	Arches	Arches	5	Candy Cane wrap metal arches	Mini LED - Blue, Red, Green, Cool White (rotate colors)	Y	Y
D8*	Trees "D8"	Trees - StarCenter	5	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
D9*	Trees "D9"	Tree	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Green	N	Y
K1	Trees "K1"	Trees - Lining Farmers Branch Lane	13	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	N
K2	Trees "K2"	Trees - Entrance to Historical Park	1	Trunk Wrap	Mini LED - Yellow	N	N
K3	Lamp Poles	Lamp Poles lining path of Historical Park	21	Candy Cane Wrap	Mini LED - Red & Cool White	Y	Y
K4	Trees "K4"	Trees - Crepe Myrtle	4	Trunk Wrap	Mini LED - Cool White	Y	Y
K5	Trees "K5"	Tree - Near Handicap Spot	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Trunk Red, Canopy Blue	N	Y
K6	Tree "K6"	Tree - Near Museum Store	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Green	N	Y
K7	Historical Park Structures	Gill House, Dodson House, Depot, Gas Station, School House, Ladona, General Store, RGB Flood Lights	7	Ground Mount Flood Lights	RGB Flood Lights	Y	Y
K8	Tree "K8"	Tree - Meadow	3	Trunk Wrap Candy Cane Wrap	Mini LED - Green, Red	Y	Y
K9	Tree "K9"	Tree - Meadow	9	Trunk Wrap Candy Cane Wrap	Mini LED - Green, Red	Y	Y
K10	Meadow Animation	Animate elements in meadow to include 75' tree & star, pole trees, poles, arches, sunburst, snowflakes, candy, etc	75	Animation only - City will wrap and install elements	Variety	Y	Y
K11	Tree "K11"	Tree - Cedar Elm	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	Y	Y
K12	Tree "K12"	Tree - Hackberry Bush	1	Total Canopy Coverage Wrap	Mini LED - Multi-Color	Y	Y
K13	Tree "K13"	Tree - Pine Tree	1	Total Canopy Coverage Wrap	Mini LED - Multi-Color	N	Y
K14	Tunnel of Lights (Animated)	Tunnel of Lights (Animated)	1	Animation only - City will wrap and install elements	Mini LED - Red & Cool White	Y	Y
T1	Shrubs East	Shrub - East between Farmers Branch Lane & Alley	110 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T2	Tree "T2"	Tree	4	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
T3	Entry Structure	Entry Structure	1	Roof Line	C9 LED - Cool White	N	Y
T4	Shrubs West	Shrub - West between Farmers Branch Lane & Esplanade	135 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T5	Tree "T5"	Tree	5	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T6	Tree "T6"	Tree	4	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T7	Shrubs East	Shrub - East between Valley View Lane & after entry structure	180 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T8	Tree "T8"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T9	Entry Structure	Entry Structure	1	Roof Line	C9 LED - Cool White	N	Y
T10	Shrubs West	Shrub - West between Valley View Lane & Business Entrance	135 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T11	Tree "T5"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T12	Tree "T6"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y

*These items of the bid may be null and void if not funded in the 2016/2017 budget.

EXHIBIT "C"

FEE SCHEDULE

INSTALLATION

City Hall & Buildings

C1	City Hall	\$1,636.36
C2	Trees "C2"	\$1,636.36
C3	Trees "C3"	\$1,636.36
C4	Snowflakes	\$1,636.36
C5	Manske Library	\$1,636.36
C6	Senior Center (Inspect & Maintain)	\$1,636.36
C7	Fire Station 1	\$1,636.36
C8	Justice Center	\$1,636.36
C9	Animal Adoption Center	\$1,636.36

Denton Drive

D1*	Trees "D1"	\$1,636.36
D2*	Trees "D2"	\$1,636.36
D3*	Trees "D3"	\$1,636.36
D4*	Trees "D4"	\$1,636.36
D5	Trees "D5"	\$1,636.36
D6*	Poles	\$1,636.36
D7*	Arches	\$1,636.36
D8*	Trees "D8"	\$1,636.36
D9*	Trees "D9"	\$1,636.36

Historical Park

K1	Trees "K1"	\$1,636.36
K2	Trees "K2"	\$1,636.36
K3	Lamp Poles	\$1,636.36
K4	Trees "K4"	\$1,636.36
K5	Trees "K5"	\$1,636.36
K6	Tree "K6"	\$1,636.36
K7	Historical Park Structures & Animation	\$1,636.36
K8	Tree "K8"	\$1,636.36

K9	Tree "K9"	\$1,636.36
K10	Meadow Animation	\$1,636.36
K11	Tree "K11"	\$1,636.36
K12	Tree "K12"	\$1,636.36
K13	Tree "K13"	\$1,636.36
K14	Tunnel of Lights Animation	\$1,636.36

Tom Field

T1	Shrubs East	\$1,636.36
T2	Tree "T2"	\$1,636.36
T3	Entry Structure	\$1,636.36
T4	Shrubs West	\$1,636.36
T5	Tree "T5"	\$1,636.36
T6	Tree "T6"	\$1,636.36
T7	Shrubs East	\$1,636.36
T8	Tree "T8"	\$1,636.36
T9	Entry Structure	\$1,636.36
T10	Shrubs West	\$1,636.36
T11	Tree "T5"	\$1,636.36
T12	Tree "T6"	\$1,636.36

TOTAL INSTALLATION	\$72,000.00
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REMOVAL

City Hall & Buildings	\$6,000.00
Denton Drive	\$6,000.00
Historical Park	\$6,000.00
Tom Field	\$6,000.00

TOTAL REMOVAL	\$24,000.00
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TOTAL BID (Installation & Removal)	\$96,000.00
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