

SUBJECT: AMENDMENT TO HOLIDAY LIGHTING AND MAINTENANCE AGREEMENT

DATE: NOVEMBER 19, 2024

**PRESENTED BY: ABBY MCNEAL, PARKS SUPERINTENDENT
 ADAM BLACKMORE, PARKS, RECREATION & OPEN SPACE
 DIRECTOR**

OVERVIEW:

Installation and Maintenance of Holiday Lighting and Decor

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 (one)-week prior to the Thanksgiving holiday. Lighting and décor shall be maintained through the holiday season until a removal date typically no earlier than 4th week of January. The designated areas can be found in Exhibit C.

City Council previously approved a contract dated June 18, 2024, with Colorado Christmas Lights for holiday lighting installation, maintenance, and removal over a three-year period at a flat rate of \$69,719.04 per year, with no annual increases.

After careful review, staff requested enhancements to the original contract to diversify the holiday lighting and create a more balanced festive atmosphere throughout downtown. These adjustments have increased the contract pricing to \$77,253.44 for 2025 and \$73,018.44 for the remaining two years of the three-year term, maintaining the flat rate with no annual increases. A First Amendment to the contract has been proposed to make these changes.

ATTACHMENT(S):

1. First Amendment to Independent Contractor Agreement
2. Scope of Work
3. Mapping of Holiday Lighting and Decor
4. Original Independent Contractor Agreement

RECOMMENDATION:

Approval of the First Amendment to Independent Contractor Agreement with Colorado Christmas Lights for Holiday Lighting and Maintenance Services

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☒	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**FIRST AMENDMENT TO THE INDEPENDENT AGREEMENT BY AND BETWEEN
THE CITY OF LOUISVILLE AND COLORADO CHRISTMAS LIGHTS**

This FIRST AMENDMENT is made and entered effective as of the 19th day of November, 2024 by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "City") and **Colorado Christmas Lights, LLC**, a Colorado limited liability company (the "Contractor").

WHEREAS, the City and Contractor previously entered into an Independent Contractor Agreement dated June 18, 2024 (the "Original Agreement"); and

WHEREAS, the City and Contractor desire to amend the Original Agreement as provided in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A (Scope of Services/Pricing) is hereby replaced in its entirety with a new Exhibit A, attached hereto and incorporated herein by reference.

2. The Original Agreement, as herein amended by this First Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, this First Amendment has been entered into as of the day and year first written above.

CITY OF LOUISVILLE

CONTRACTOR:
COLORADO CHRISTMAS LIGHTS, LLC

By: _____
Christopher M. Leh, Mayor

By: Somerset McCarty _____
Somerset McCarty, Managing Member

Attest: _____
Genny Kline, Interim City Clerk

Exhibit A

Scope of Services/Pricing

This project will install, maintain, and remove holiday lighting and décor throughout the City of Louisville. The Contractor shall 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 Scope of Work shall include but is not limited to the following:

- Approximately 98 light poles will be decorated with warm white snowflakes.
- Trees to be installed vary in size and are identified on map.
- The Contractor shall supply lights for all designated locations; type of lights and color selection to be approved by the City.
- The Contractor will be responsible for replacement, maintenance, and upkeep of the lighting and décor from installation until removal.
- Installation of lighting and décor will be performed in a manner that minimizes 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 acquiring a right-of-way permit if needed, posting and updating closure/ safety signage throughout the installation, maintenance and removal, communicating updates to designated city staff.
- Contractor will have necessary equipment to access the tree heights and lamp posts as identified below. Contractor shall supply extension cords and photocell/ timers as needed to install lighting décor at all poles and trees as identified below.
- The Contractor will be responsible for all clean-up during installation and removal.

Designated Locations

Area 1 – Downtown Trees

- Install C9 warm white floating lights on the canopies (random pattern) and warm white trunk lights on all trees along Main Street, Pine Street, and Front Street as identified on map. (47 Trees plus 3 in front of City Hall for a total of 51 trees downtown)

Area 2 – City Hall

- In the 3 trees in the front planters, install warm white color C9 LED floating canopy lights and warm white 5mm mini lights on the trunks.
- Pine tree will be decorated with C9 LED warm white lights in a floating pattern (color of lights is optional).

Area 3 – Ice Pavilion

- Install (3) 24” warm white neon LED snowflakes
- Install C9 LED warm white lights on the west side of the building roofline

Area 4 – Library

- Entrance metal apparatus will be decorated with warm white C9 LED lights.

Area 5 – Arts Center

- C9 LED warm white lights installed on the south and east sides of the building
- Magnetic C9 LED warm white lights installed on the black metal railing of the pool north, east and south sides.
- (4) small trees decorated with warm white c\C9 floating canopy lights

Area 6 – Rec Center

- Install lights on (4) lamp posts by the entrance
- (3) small trees to the left of the front entrance decorated with warm white floating canopy lights and 5mm warm white mini lights on the trunks

Area 7 – Police Station

- Install blue C9 floating canopy lights and blue 5mm mini lights on the trunks of (2) deciduous trees
- Install blue C9 floating canopy lights on the (3) pine trees

Area 8 – Lamp Post Snowflakes

- Install 24” warm white snowflakes on 98 lamp posts

Location Map:

<https://www.google.com/maps/d/edit?mid=15gHRc15xDbuzEy3XWlvp7ORMf6fqKec&usp=sharing>

2024 Pricing Schedule

Line	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization				
2	Tree lighting small- Police Dept., Rec Center, Arts Building, Main Street	EA	23	\$277.38	\$6379.74
3	Tree lighting medium- Police Dept. , Main Street, Front Street, Pine Street	EA	28	\$747.30	\$20,924.40

4	Tree lighting large-City Hall, Main Street, Front Street, Pine Street	EA	17	\$1386.90	\$23577.30
5	Street Pole Lighting	EA	98	\$49	\$4802
6	Street Pole Décor	EA	98	\$149	\$14602
7	Building/ Gutter-Pavilion Art Bldg. Roof and fence, Library Entry	LF	366	\$6	\$2196
8	Snowflakes on Pavilion	EA	3	\$179	\$537
9	Design Change Fee	EA	1	\$4235	\$4235
				TOTAL	\$77,253.44

Total: \$77,253.44

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

2025/ 2026 Pricing

2025 Projected Pricing

Prior Year Price (2024 price from above without design change fee): \$73,018.44

Price Escalation: 0%

2025 Projected Price: \$73,018.44

2026 Projected Pricing

Prior Year Price (2025 projected price as calculated above): \$73,018.44

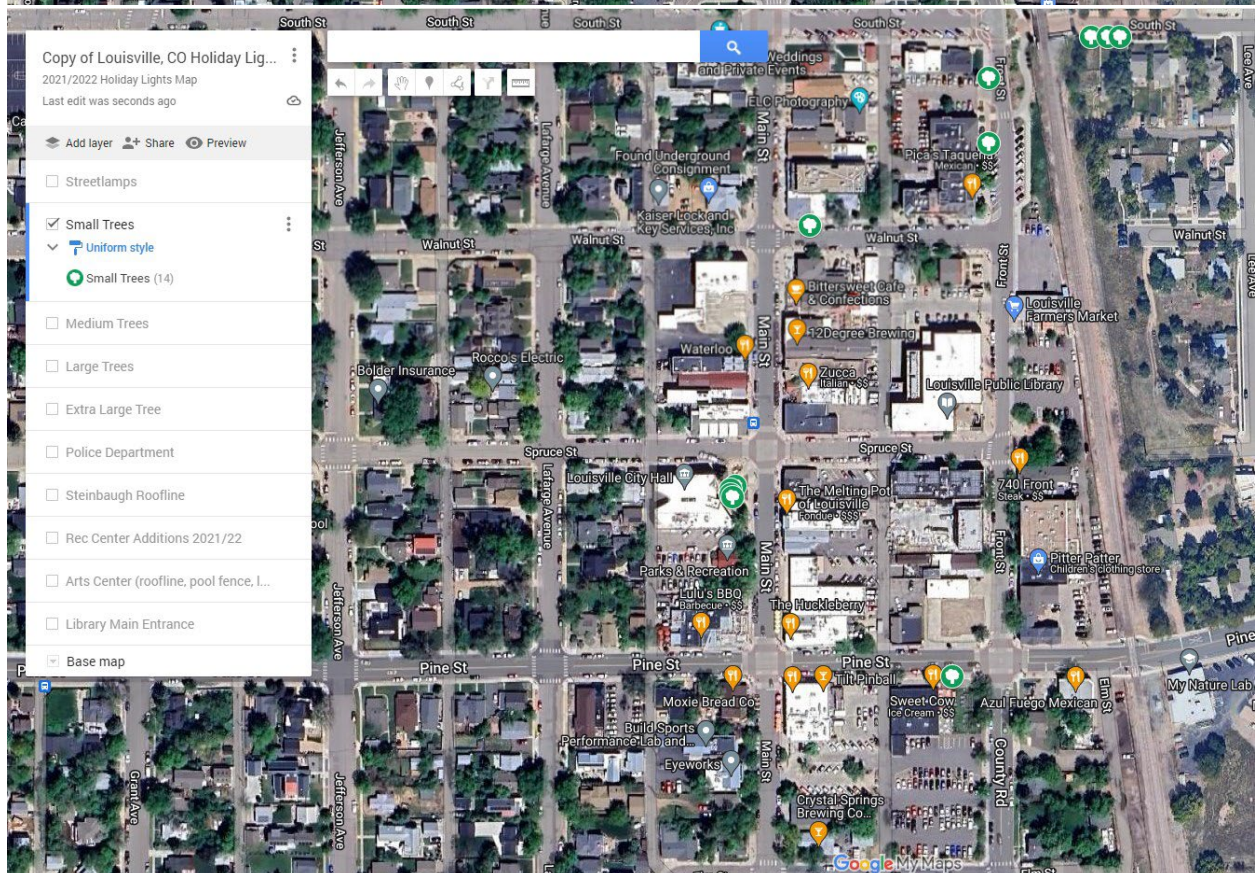
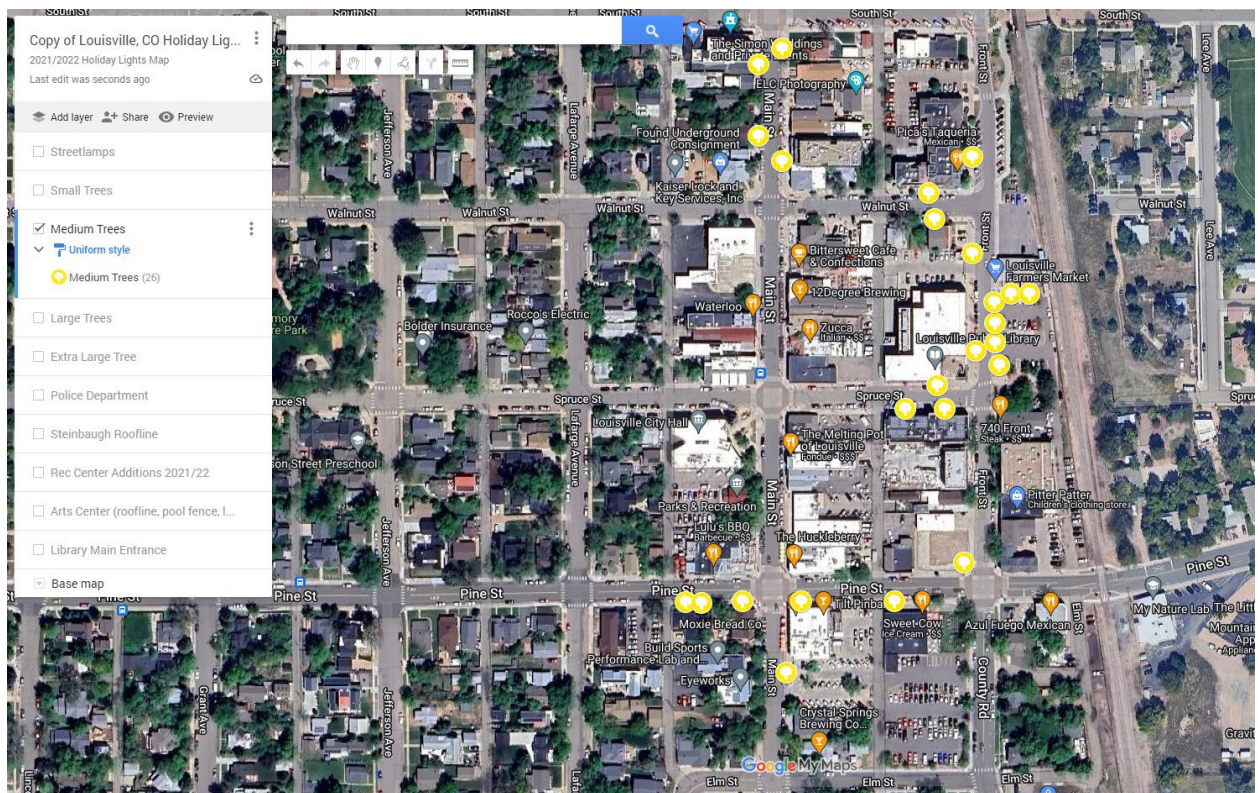
Price Escalation: 0%

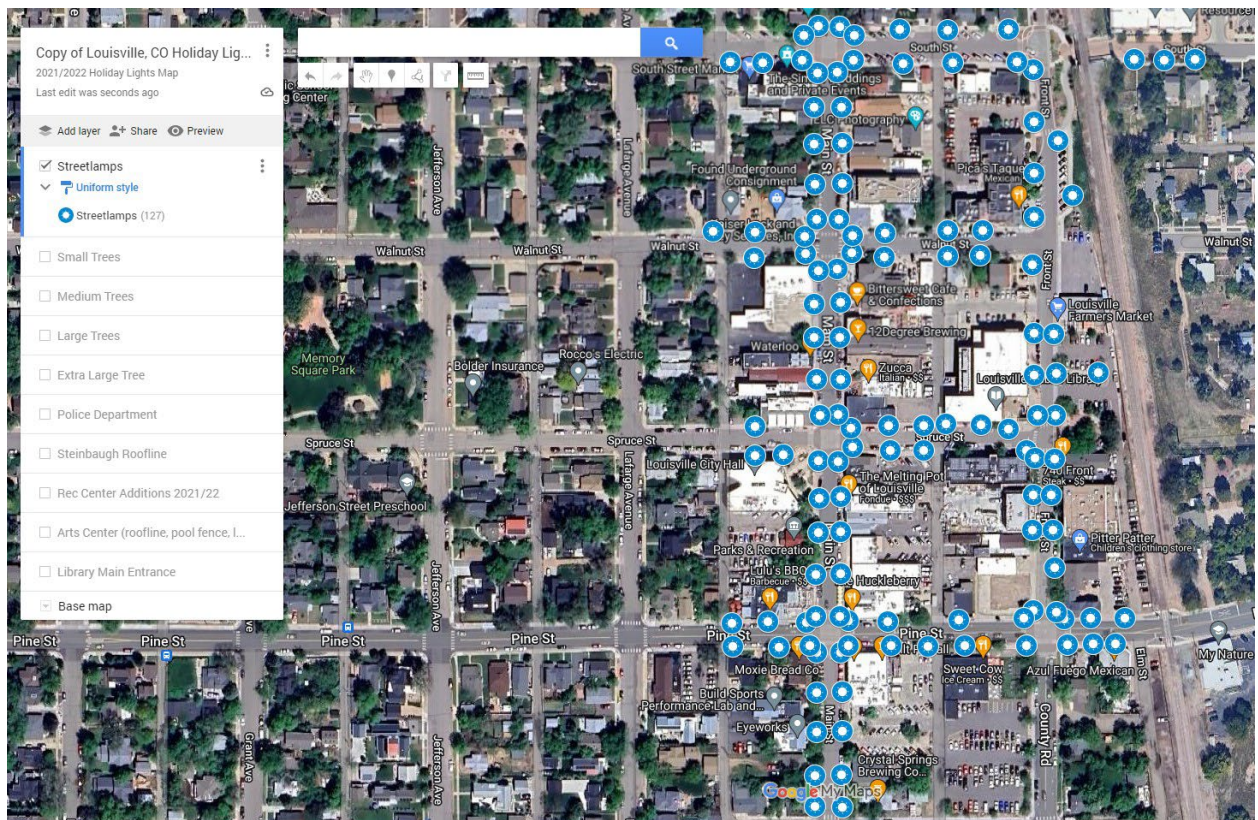
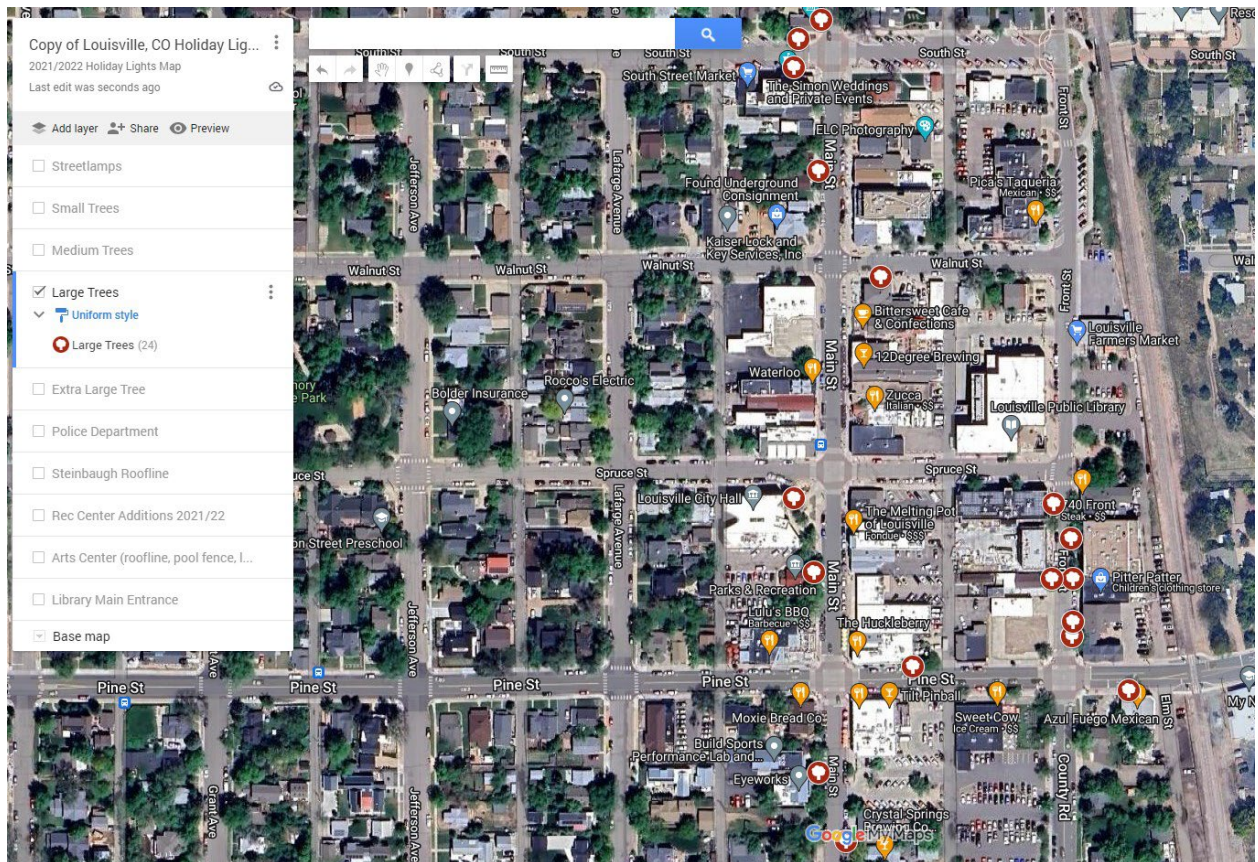
2026 Projected Price: \$77,253.44

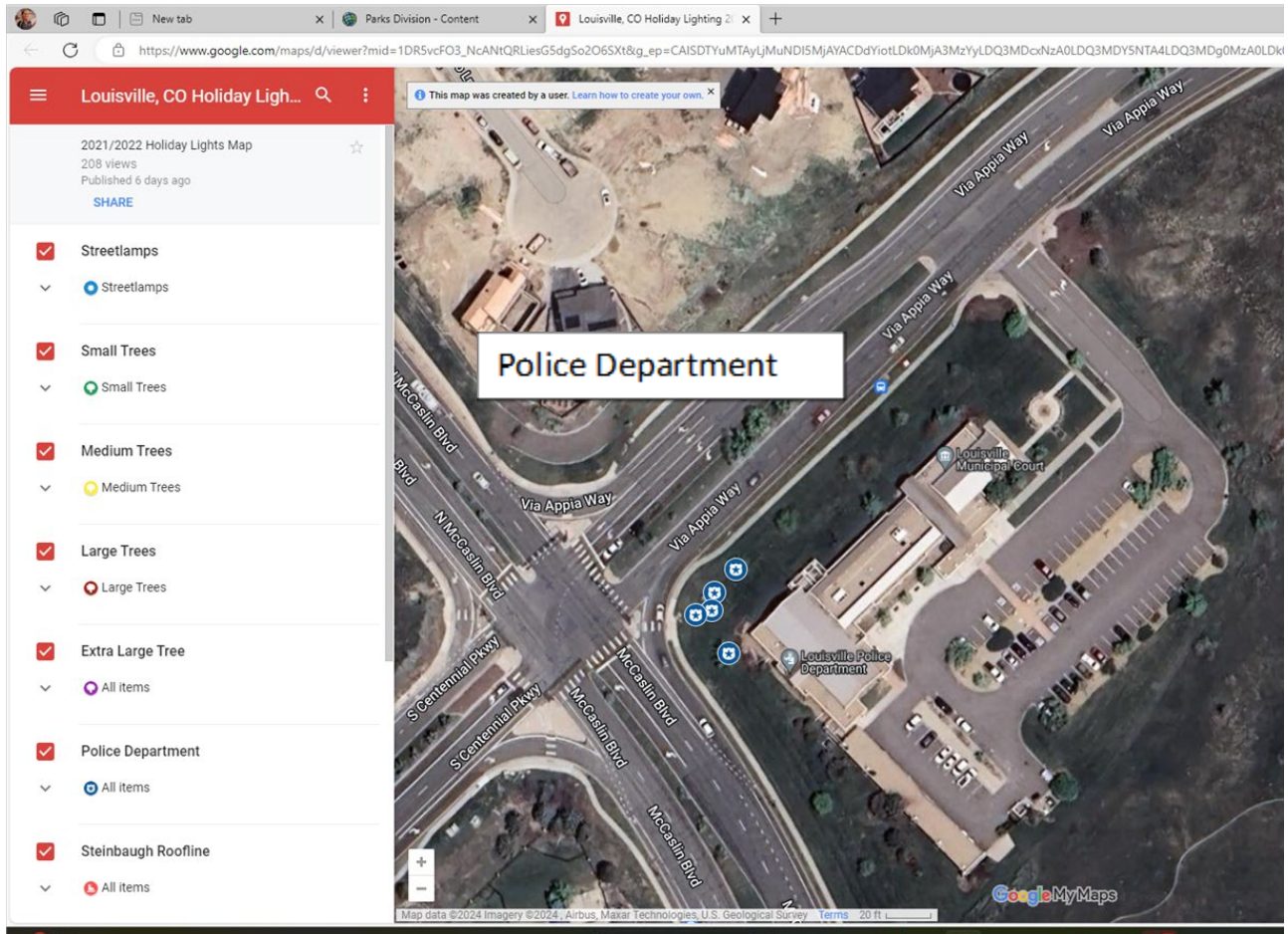
SCOPE OF WORK

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 provide lighting décor at all poles and trees as identified on mapping.
- The contractor will be responsible for all clean-up during installation and removal.







**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND COLORADO CHRISTMAS LIGHTS
FOR HOLIDAY LIGHTING AND DÉCOR SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is made and entered into this 18th 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 **Colorado Christmas Lights, LLC**, a Colorado limited liability company, hereinafter referred to as the “Contractor”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing holiday lighting and décor installation and maintenance services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 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. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in **Exhibit A** attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in **Exhibit A**. 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 Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor 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.
- 4.2 The Contractor shall submit an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses within thirty (30) days of providing the specific task/unit of Services. The invoice shall document the Services provided, 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

- 5.1 The City designates the Parks Superintendent 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 the Parks Superintendent and such person's designees.
- 5.2 The Contractor designates Somerset McCarty as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should this representative be replaced, and 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 February 1, 2027, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement for 2024 shall commence on September 15, 2024 and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements. For subsequent years, the City and Contractor shall mutually agree on the installation dates.
- 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

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. 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 \$1,000,000 each occurrence and \$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 \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$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. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 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 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 contract, 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 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 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

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, WORKERS' 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 WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT 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

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or 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

- 13.1 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.
- 13.2 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 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 courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

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.

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 email 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, CO 80027
e-mail: jdurbin@louisvilleco.gov

If to the Contractor:

Colorado Christmas Lights
1579 Marshall Road
Boulder, CO 80305
email: info@coloradochristmaslights.com

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. 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 age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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 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 as of the day and year first above written.

CITY OF LOUISVILLE

By: 
Christopher M. Leh, Mayor

Attest: 
Meredyth Muth, City Clerk

CONTRACTOR:
COLORADO CHRISTMAS LIGHTS, LLC

By: Somerset McCarty
Somerset McCarty, Managing Member

Exhibit A – Scope of Services/Pricing

This project will install, maintain, and remove holiday lighting and décor throughout the City of Louisville. The Contractor shall 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 Scope of Work shall include but is not limited to the following:

- Approximately 132 light poles will be decorated with warm white snowflakes.
- Trees to be installed vary in size and are identified below.
- The Contractor shall supply lights for all designated locations; type of lights and color selection to be approved by the City.
- The Contractor will be responsible for replacement, maintenance, and upkeep of the lighting and décor from installation until removal.
- Installation of lighting and décor will be performed in a manner that minimizes 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 acquiring a right-of-way permit if 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 below. Contractor shall supply extension cords and photocell/ timers as needed to install lighting décor at all poles and trees as identified below.
- The Contractor will be responsible for all clean-up during installation and removal.

Designated Locations

Area 1 – Downtown Trees

- Install C9 warm white floating lights on the canopies (random pattern) and warm white trunk lights on all trees along Main Street and Pine Street city blocks only. (35 Trees plus 3 in front of City Hall for a total of 38 trees downtown)

Area 2 – City Hall

- In the 3 trees in the front planters, install warm white color C9 LED floating canopy lights and warm white 5mm mini lights on the trunks.
- Pine tree will be decorated with C9 LED warm white lights in a floating pattern (color of lights is optional).

Area 3 – Ice Pavilion

- Install (3) 24” warm white neon LED snowflakes
- Install C9 LED warm white lights on the west side of the building roofline

Area 4 – Library

- Entrance metal apparatus will be decorated with warm white C9 LED lights.

Area 5 – Arts Center

- C9 LED warm white lights installed on the south and east sides of the building
- Magnetic C9 LED warm white lights installed on the black metal railing of the pool

- north, east and south sides.
- (4) small trees decorated with warm white c\c9 floating canopy lights

Area 6 – Rec Center

- Install garland on (4) lamp posts by the entrance
- (3) small trees to the left of the front entrance decorated with warm white floating canopy lights and 5mm warm white mini lights on the trunks

Area 7 – Police Station

- Install blue C9 floating canopy lights and blue 5mm mini lights on the trunks of (2) deciduous trees
- Install blue C9 floating canopy lights on the (3) pine trees

Area 8 – Lamp Post Snowflakes

- Install 24” warm white snowflakes for all 132 lamp posts instead of the current aged garland. *There will be no extra charge for replacing the garland with our snowflakes.*

2024 Pricing Schedule

Line	DESCRIPTION	Unit	Quantity	Unit Price	PRICE
1	Mobilization	LS	2	0	\$0.00
2	Tree Lighting – Small Main street, Pine street, Police station, rec center, art center	EA	13	277.38	\$3,605.94
3	Tree Lighting – Medium Main street, Pine Street, Police station	EA	22	747.30	\$16,440.60
4	Tree Lighting – Large Main Street, Pine Street, and City hall Pine tree.	EA	15	1386.90	\$20,803.50
5	Street Pole Lighting	EA	132	49	\$6,468
6	Street Pole Décor*	EA	132	149	\$19,668

7	Building/Gutter Pavilion, Art Center roofs & Library entry Art center Pool Fence	LF	366	6	\$2,196
8	Other: Snowflakes on Pavillion,		3	179	\$537
9				Total:	\$69,719.04

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

2025/ 2026 Pricing

2025 Projected Pricing

Prior Year Price (2024 price from line 9 above): \$69,719.04

Price Escalation: 0%

2025 Projected Price: \$69,719.04

2026 Projected Pricing

Prior Year Price (2025 projected price as calculated above): \$69,719.04

Price Escalation: 0%

2026 Projected Price: \$69,719.04