

RESOLUTION NO. R-2018-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT, ATTACHED AS EXHIBIT A, FOR THE INSTALLATION OF HOLIDAY LIGHTING TO DÉCOR IQ, IN THE AMOUNT OF ONE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$136,900.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the vision to improve Bastrop's Unique Environment through enhancing programming to a four diamond, AAA standard Christmas; and

WHEREAS, Improving the holiday lighting at Fisherman's Park and on Main Street meets that intent and is Item UE#7 in the City's Workplan; and

WHEREAS, The City of Bastrop has received all proposals, and found the lowest responsible bidder to be qualified.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute a contract for the installation of holiday lighting in Fisherman's Park and on Main Street with Décor IQ in an amount of \$136,900.00, which is attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Décor IQ, to be a subject matter expert in the field of holiday lighting.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of August, 2018.




Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

CHRISTMAS LIGHT INSTALLATION CONTRACT

THIS CONTRACT made effective as of the ___ day of _____, 20__.

BETWEEN:

DecorIQ, LLC
25014 Kiowa Creek
San Antonio, TX 78255
(hereinafter called the "Installer")

- and -

The Customer Identified in Schedule "A" - Customer Information Attached Hereto and Made Part of
this Contract
(hereinafter called "Customer")

Customer hereby retains Installer to provide the services and items set out in this Contract, on the following terms and conditions:

Terms and Conditions

1. Duties of Installer

- (a) Installer will perform the installation at the property identified in Schedule "A" (the "Property").
- (b) The services and items to be supplied by Installer (collectively referred to as the "Display") are listed on Schedule "B" (attached hereto and made a part of this Contract by reference).
- (c) As far as possible, Installer will use Customer's written, verbal or pictorial description to design the Display, in accordance with the price quote contained on Schedule "A" hereof. If Customer requests any changes in design, color, or location after installation of the Display has begun, Customer may be charged additional installation fees.
- (d) Customer acknowledges that Installer cannot guarantee consistent light bulb orientation in the Display, due to the twisting nature of the light strands.
- (e) Installer will only use top quality products to complete the installation, including but not limited to longer-life bulbs, UL-rated outdoor extension cords, and commercial-grade specialty lighting.
- (f) Installer will use best efforts to ensure that no damage is done to the Property, however, Installer can make no guarantees in this regard. Installer's technicians will obtain Customer's consent before using staples, hooks or other fasteners that may damage the exterior of the Property.
- (g) Customer acknowledges that any changes to Customer's design may require additional supplies or labor, and may result in additional fees being charged. Changes requested by Customer to installations already in progress will be charged at the rate of \$60 per hour plus materials.
- (h) Upon completion, all displays shall be inspected by Contractor and a representative of Customer to ensure that the displays meet with Customer's approval.

- (i) Contractor shall have personnel available to respond to emergency repairs upon 48 hours' notice from _____ [insert date] to _____ [insert date]. Customer agrees to pay additional charges of \$60 per hour for any emergency call responses between 9 PM and 6 AM.
- (j) With respect to interior installations, Contractor shall not drill holes or insert fasteners or hardware into any wall or floor without Customer approval. All glue and tape residue must be removed when the displays are dismantled, and each area must be returned to its original condition. Contractor will be responsible for the cost to repair any damages that occur as a result of the installation or removal of the displays.
- (k) Installer shall not overload any electrical circuits with more lights than the circuit can safely accommodate.
- (l) All lights, cords, and décor items will remain the property of the installer unless otherwise provided by customer.
- (m) Removal of the Display is included in the installation fee, and will take place on a date mutually agreed to by the parties. Installer will dismantle the Display and store in the appropriate location. If display is leased, installer will provide storage for those particular items. When installing customer owned displays it is the customer's responsibility to store the display. If storage is needed the installer can provide for an additional cost.
- (n) Removal of the displays must be completed no earlier than _____ [insert date] and no later than _____ [insert date].

2. Invoices; Payments

- (a) Customer agrees to pay Contractor for the Services in accordance with the rates set out in the Price Quotation attached as Schedule "A".
- (b) Terms of the agreement are: 50% deposit, 25% after completion of installation and 25% after the Display is removed.
- (c) Invoices unpaid for more than 15 calendar days after the same become due will bear interest at the rate of 1.5% per month (18% per year), or the maximum amount allowed by law (whichever is higher), from the due date until paid.
- (d) Overdue payments will be applied firstly to accrued interest and secondly to the unpaid principal balance.
- (e) Damaged or missing items that are leased will be charged at full retail replacement cost.
- (f) If Customer wishes to dispute any item on Installer's invoice, the dispute must be made to Installer's Customer Service department at 214-728-4532 within 15 days of receipt of the invoice.

3. Responsibilities of Customer

- (a) Customer must ensure that the location(s) is/are empty and prepared for Contractor's employees to begin installing the displays on the agreed installation date, and that Contractor's employees will have clear and unblocked access to the location(s).
- (b) Customer must provide adequate electrical power to run the displays.

- (c) Customer agrees to provide bathroom facilities for Contractor's employees.
- (d) Customer is responsible for making sure that someone is at on site to allow Installer's employee's access to the Property on the agreed dates for installation and removal of the Display.
- (e) It is Customer's responsibility to ensure that the Display can be installed and completed according to the design. If Installer is unable to use standard fastening methods to install the Display due to non-standard or non-conforming elements of the Property (such as eaves, roof edges, porch railings, etc), additional charges may apply.
- (f) When installing banners on light poles, it is the responsibility of the customer to ensure that the poles can withstand the wind resistance against the banner. Installer will not be responsible for damages caused or incurred from the potential risk associated with this type of installation.

4. Safety Requirements

- (a) At all times when installation is blocking or impeding traffic thoroughfares, appropriate warning signs must be used to notify motorists and traffic cones placed to direct traffic around Contractor's crews during installation.
- (b) Contractor's employees shall wear appropriate safety gear at all times during the installations.
- (c) Contractor shall ensure that any aerial lifts, bucket trucks or other heavy equipment used in connection with the installations are operated only by properly licensed operators.

5. Disposal of Trash

Contractor shall be responsible for removal and proper disposal of all trash and debris created by the installations.

6. Cancellations

All cancellations must be in writing and signed by Customer or, if Customer is a body corporate or other entity, by an authorized representative of Customer. A cancellation by Customer within 72 hours of service is subject to a late cancellation fee of \$1000 plus and products purchased.

7. Installer's Right to Refuse Service

Installer reserves the right to refuse to install the Display if, in Installer's sole opinion:

- (a) installing the Display according to Customer's specifications may pose a hazard or create an unsafe environment for persons or property in the vicinity of the Display; or
- (b) any part of the Property upon which the Display is to be installed may be unsafe or pose a hazard for Installer's workers while preparing the site and/or installing the Display; or
- (c) Customer has failed to provide adequate power sources to run the Display.

8. Warranty

- (a) Installer will test all lights at the completion of the installation and will leave the Display fully functional. Leased items in the Display will include a warranty through the end of December and there is no warranty provided on customer owned items that were installed. The Installer will replace

any defective or non-working items within 48 hours upon being notified in writing by Customer. Items not covered under warranty will be billed at time and materials.

- (b) Installer will not be responsible for any defects or damage associated with weather conditions or vandalism, including but not limited to wind, rain, snow, ice, extreme cold or theft. Repairs will be billed at time and materials.

9. Installer Not Liable

Installer, its owners, employees, agents and subcontractors shall not be held liable for any damage to the Property due to the installation, including damage caused by light clips, staples, hooks or other means of attaching the Display according to Customer's approved design, or for losses suffered by Customer or other persons on Customer's property for inconvenience, personal discomfort, or temporary loss of use or enjoyment of the Property as a result of Customer's decision to retain Installer's services hereunder.

10. Taxes

Contractor shall be responsible for remitting its own income taxes, worker's compensation and other employment taxes.

11. Permits and Licenses; Compliance with Laws

Contractor shall procure any required permits or licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the provision of its services. Contractor shall comply with all federal, state, county and municipal laws, regulations and codes pertaining to the performance of its obligations hereunder.

12. Indemnification

Contractor shall defend, indemnify and hold harmless Customer, its officers, directors, employees, agents and representatives from and against any and all actions, costs, claims, losses, expenses and/or damages, including legal fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant to this Contract, however caused or occasioned, unless caused by the willful misconduct or gross negligence of Customer.

13. Insurance

Installer agrees to maintain, at its sole expense, comprehensive general liability insurance at a minimum amount of \$1,000,000.00, and to indemnify and hold Customer harmless from any and all claims arising from any negligent act or omission of Installer. Installer is responsible for carrying worker's compensation insurance on its employees. Installer shall provide Customer with proof of any such insurance, upon request.

14. Marketing Rights

Installer reserves the right, and Customer hereby grants Installer the right, to use photographs and/or video images of the Property for Installer's marketing purposes.

15. Independent Contractor

The parties agree that Installer is an independent contractor, and that this Contract does not create a relationship of employment, partnership, joint venture or otherwise between the parties.

16. Miscellaneous Provisions

- (a) This Contract constitutes the entire agreement, whether written or verbal, between the parties with respect to the subject matter hereof, and shall not be supplemented, modified or amended except by an instrument in writing executed by both parties.
- (b) Installer shall not be held liable for any delay or inability to perform its obligations hereunder due to accidents, acts of God, inclement weather or other circumstances beyond Installer's reasonable control.
- (c) This Contract shall be governed by and construed in accordance with the laws of Texas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written.

By or on behalf of
[NAME OF CUSTOMER]:

By or on behalf of
DecorIQ, LLC:

Signature

Signature

Print Name & Title (if any)

Print Name & Title (if any)

Schedule "A"
Customer Information

CUSTOMER NAME:	
Billing Address:	
City / State (Prov) / Zip (Postal) Code	
Phone Number(s):	Work: _____ Residence: _____ Mobile: _____ Pager: _____ Fax: _____
Email Address(es):	
Method of Payment:	____ Cash _____ Company check ____ PO # _____ Deposit paid: \$ _____
Address of the property at which the Display is to be installed:	
Price Quote*	
Installation fee <i>Additional hours will be billed at the rate of \$60/hour.</i>	\$###.##
Sales tax	\$###.##
TOTAL DUE:	\$###.##
Date: ____/____/____	
Customer Signature: _____	

Schedule "B"
Items and Services to be Provided in the Installation