

**AMENDED AND RESTATED  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CREDIT MANAGEMENT GROUP, L.L.C.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of September 4, 2008, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town") and CREDIT MANAGEMENT GROUP, L.L.C., an Arizona limited liability company d/b/a Christmas Light Decorators (the "Contractor").

**RECITALS**

A. The Town issued a Request for Proposals (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from Contractors for professional consulting services.

B. The Contractor responded to the RFP by the Proposal, attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for installation and removal of holiday lighting in designated areas within Fountain Hills (the "Services").

C. The Town and the Contractor entered into a prior version of this Agreement for Services performed during the 2007 holiday season. The Town and the Contractor now desire to amend and restate the prior version of this Agreement to (i) extend Contractor's services for an additional year and (ii) increase the compensation to Contractor by approximately 3.2%.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the Town and the Contractor hereby agree as follows:

1. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall continue for a period of one year thereafter. At the discretion of the Town, and with the agreement of the Contractor, this Agreement may be extended for a maximum of two additional one-year periods, with no material changes to the terms and conditions unless agreed upon by mutual agreement of the Contractor and the Town.

2. **Scope of Work.** Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. **Compensation.** The Town shall pay Contractor a price not to exceed \$29,797.71 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The Town shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Ownership of Documents. All documents prepared and submitted to the Town by the Contractor pursuant to this Agreement shall be the property of the Town.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor

shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor shall furnish the Town with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the Town shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally, certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 11.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor

shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days prior written notice to the Town.

12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Fountain Hills, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further

obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

#### 14. Miscellaneous.

14.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future Town and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys'

fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the Town:           Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Facsimile: 480-837-3145  
Attn: Timothy Pickering, Town Manager

With copy to:           GUST ROSENFELD, P.L.C.  
201 East Washington, Suite 800  
Phoenix, Arizona 85004-2327  
Facsimile: 602-340-1538  
Attn: Andrew J. McGuire, Esq.

If to Contractor:       Christmas Light Decorators  
2133 E. Laurel Street  
Mesa, Arizona  
Facsimile:480-967-1120  
Attn: Doug Topham

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its

obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of Contractor as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the RFP, the Contractor's response to the RFP, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

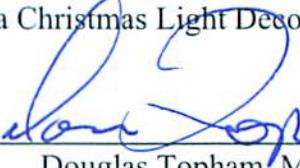
**"Town"**

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

  
\_\_\_\_\_  
Richard L. Davis, Town Manager

**"Contractor"**

CREDIT MANAGEMENT GROUP,  
an Arizona limited liability company  
d/b/a Christmas Light Decorators

By:   
\_\_\_\_\_  
Douglas Topham, Member

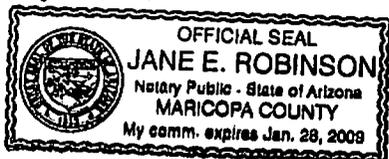
ATTEST:

  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on September 5, 2008, by Richard L. Davis, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.



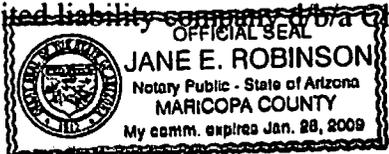
Jane E. Robinson  
Notary Public in and for the State of Arizona

My Commission Expires:

1/28/09

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

This instrument was acknowledged before me on September 5, 2008, by Douglas Topham, member of CREDIT MANAGEMENT GROUP, L.L.C., an Arizona limited liability company, ~~owner of~~ a Christmas Light Decorators, on behalf of the company.



Jane E. Robinson  
Notary Public in and for the State of AZ

My Commission Expires:

1/28/09

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CREDIT MANAGEMENT GROUP, L.L.C.

[RFP]

See following pages.



**Town of Fountain Hills  
Department of Public Works**

**REQUEST FOR PROPOSAL**

**RFP #:** 07-12

**DESCRIPTION:** Holiday Lighting and Ground Displays

**OFFER DUE DATE AND TIME:**

**PRE PROPOSAL CONFERENCE:**

**PRE PROPOSAL QUESTION DEADLINE:**

Sealed Proposals will be received by the Town of Fountain Hills (the "Town"), Public Works Department, at the below specified location until the time and date cited.

**Offer Opening and Submittal Location:** **Town of Fountain Hills  
Public Works Department  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268**

The contract will be awarded to the responsible bidder whose proposal is most reflective of this request for proposal and will be the most advantageous to the Town, taking into consideration the evaluation factors set forth in this request for proposal. Factors to be considered will include, but are not limited to, the proposer's past performance on other contracts, overall price to design, serviceability and references.

The Town reserves the right to reject any or all proposals received and waive minor technicalities that remain in the best interest of the Town.

For questions contact:  
**Tom Ward  
Director of Public Works  
480-816-5129  
tward@fh.az.gov**

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## **PROJECT DESCRIPTION**

The Town of Fountain Hills is soliciting proposals from qualified bidders to provide a Holiday Light Display, including but not limited to decorating and installation of display throughout specified areas of the Town. It is the Town's goal and objective to continue and improve upon its holiday lights and displays.

The selected firm will be required to execute the Town's standard Professional Services Agreement in a form acceptable to the Town Attorney. A sample of the standard agreement is included with this RFP. If an agreement cannot be reached with the most-qualified firm, the Town may enter into negotiations with the next most qualified firm.

**PROPOSAL ACKNOWLEDGEMENT**

**Upon receipt of the requested proposal documents, you must complete the following information and fax this cover back to Tom Ward, 480-837-1404. The return of this page is the only way the solicitor will receive subsequent addendums or have their questions submitted for answer. Failure to return this page upon receipt of the proposal document will result in forfeiture and ineligibility to participate in the proposal process.**

**\*\*\*\*\*RETURN IMMEDIATELY IF BIDDING\*\*\*\*\***

<b>Proposal Number:</b>	07-12
<b>Proposal Name:</b>	Holiday Lighting and Grounds Display
<b>Number of pages:</b>	
<b>Company Name:</b>	
<b>Contact Name:</b> <b>Phone Number:</b> <b>Fax:</b> <b>Email:</b> <b>Mailing Address:</b>	
<b>Were all pages received and legible?:</b>	
<b>Sign Acknowledging receipt:</b> <b>Fax to:</b>	

## AREA DESCRIPTIONS

**The Town is seeking the following areas to be decorated. The initial one-year period the Town has a budgeted amount, not to exceed \$25,000. Town will make the final determination on what specific areas will be decorated in concert with the selected bidder. Award of this proposal will be made on: \_\_\_\_\_**

**Please note: Items and locations are examples, and quantities may be adjusted up or down at the Town's discretion. Installation to occur the first week of December and removed by the 2<sup>nd</sup> week in January.**

### **Area One: Trees on the Avenue of the Fountains**

The Avenue of the Fountains (Saguaro to La Montaña) is the focal point of the lighting program. The bidder shall provide lighting designs and a plan for illuminating the trees along the Avenue, taking into account the size and shape and what would give the Town the maximum design for dollar allocated.

Contractor shall provide all materials, including, but not limited to, lights, cords, programmable timers, etc. for the project. The bidder will also be responsible for emergency service within 24 hours of notification to repair any damage due to vandalism, storms or other unforeseen events. The contractor shall provide regularly scheduled maintenance for repairs. The cost of this service is to be included in the total proposal.

### **Area Two: Avenue of the Fountains Ground Displays**

- One (1) custom white and blue Fountain (3 pieces).
- One (1) white and blue Star of David.
- One (1) 6-ft. tall Menorah.
- Five (5) piece Manger Scene (stable, manger, two (2) kneeling figures and Bethlehem star).
- One (1) animated flying Angel.
- One (1) color Camel and Wiseman.
- Two (2) color Wisemen.
- One (1) Seasons Greetings sign.
- One (1) Happy Holidays sign.
- One (1) animated Angel Arch with JOY sign.
- One (1) Skier.
- One (1) Snowman.
- One (1) 4-piece color Animated Elf Scene (elves decorating Christmas tree).
- One (1) 3-piece Train Scene.
- One (1) 3-piece animated Train Set.
- One (1) 7-ft. tall Santa with Pack.
- One (1) 3-dimensional Sleigh.
- Four (4) Deer (Standing Buck, Leaping Buck, Standing Doe, Baby Deer)

## **AREA DESCRIPTIONS - continued**

One (1) Small Merry Mouse.  
One (1) 8-3/4 ft. tall Saguaro with Star.  
One (1) 10-ft. tall Saguaro.  
Two (2) 8-ft. tall Cowboys.  
One (1) animated Campfire.  
One (1) 10-ft. tall Stagecoach drawn by four (4) horses.  
One (1) Biker Santa.  
One (1) Skater Pulling Sled and Dog.  
One (1) 6' Toy set.  
One (1) Gift Set (Bear and Gifts)  
One (1) Santa in Golf Cart.

Light displays shall be installed throughout the Avenue of the Fountains median and shall be grouped according to specific design and plan. Bidder is responsible for providing power cords and timers to all illuminated displays.

The bidder shall be responsible for maintaining and repairing displays each year, prior to installation. Bidder shall provide a separate cost for storage of ground displays in an enclosed climate controlled secure storage facility during the off-season. Bidder shall be responsible for the transportation to and from the storage facility.

Bidder is responsible to maintain replacement insurance on the displays while they are in the bidder's possession. Bidder shall maintain and cover complete cost of replacement while illuminated displays are in their approved storage facility.

### **Area Three: Town Owned Buildings**

The Town of Fountain Hills owns three buildings adjacent to Avenue of the Fountains:

Maricopa County Library, Fountain Hills Branch  
Fountain Hills Community Center  
Town Hall 2007-07-19

Bidder shall provide a proposal for outlining the roofline of the buildings with clear c-9 bulbs. This lighting shall include lights, power cords and timers as needed.

**PROPOSAL SHEET**

Area One

Lump Sum \$ \_\_\_\_\_

Area Two

Lump Sum \$ \_\_\_\_\_

Area Three

Lump Sum \$ \_\_\_\_\_

TOTAL LUMP SUM \$ \_\_\_\_\_

**Notes:**

1. Cost of design is incidental to each area.
2. The Town plans to recommend all three areas in one proposal.

## SCOPE OF WORK

- The bidder shall provide the design of all areas with the proposal. These shall include but are not limited to:
  - A. Conceptual drawings indicating which trees will be illuminated to produce the most dramatic effect.
  - B. Style of décor and decoration of trees
  - C. Number of strands needed and types of decorations to be used.
  - D. Method of installation of lights in relation to plan and type of tree (i.e., type of lift).
  
- The bidder shall complete the installation of the light displays prior to the first Saturday in December.
  
- The bidder must have staff members on-site (if requested) for the official lighting ceremony on December 1st between the hours of 4:00 pm to 8:00 pm in order to assist with the lighting process. In subsequent years the Town will coordinate with the bidder the dates of official lighting. All lights must be tested and fully functional prior to the ceremony (Stroll the Avenue).
  
- The bidder shall provide automatic timers for lights and displays except where Town personnel turn lights on and off. Timers are to be turned on and set from 6:00 pm to 12:00 pm.
  
- The bidder shall remove all lighting and decoration and provide storage for lighting with the terms of the proposal. All ground display lighting will remain the property of the Town of Fountain Hills.
  
- Labor charges for inspection, repair or replacement of lights as necessary, as well as emergency call out service for repair of any damaged or vandalized lights shall be included in the proposal for all work.
  
- Contractor shall include the costs of replacement lights in the event of vandalism or climatic conditions. Labor costs shall be included in pricing for proposed work.
  
- The bidder shall remove the light displays by the end of the 2<sup>nd</sup> week of January (or as directed by the Director of Public Works or his designee).

## **SCOPE OF WORK - continued**

- The bidder must have personnel available to guarantee next day service, including weekends for repair or replacement of damaged lights and decoration. The bidder must respond to the designated Town contact within 24 hours of call and be on site within that time for service. Bidder guarantees next-day service for any damage or repair for the duration of the specified display period.

**Notes: The Town desires a dramatic and unique design that requires little change from year to year.**

**Any tree trimming or pruning necessary will be the responsibility of the Town.**

## EVALUATION CRITERIA

<b>Evaluation Criteria</b>	<b>points</b>
<b>Capabilities of Contractor and staff</b>	<b>35</b>
<ul style="list-style-type: none"><li>○ Description of previous work performed of similar size and scope that has direct reflection on current proposal.</li><li>○ Bidders must document a minimum of two years experience in the design and installation of at least 3 light displays of similar size and scope.</li></ul>	
<b>Specific Area design</b>	<b>40</b>
<ul style="list-style-type: none"><li>○ Conceptual drawings</li><li>○ Location, style of trees that will be lighted to produce the most dramatic effect.</li><li>○ Power requirements</li></ul>	
<b>References</b>	<b>25</b>
<ul style="list-style-type: none"><li>○ Reference list highlighting at least three (3) reference accounts to whom bidder is currently providing services. Please include:<ul style="list-style-type: none"><li>○ Name</li><li>○ Description, size and scope of project (Christmas, special event)</li><li>○ Contact</li><li>○ Phone number</li></ul></li></ul>	
<b>Total Points</b>	<b>100</b>

**Please Note: The Town reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed in the best interest of the Town.**

## INSTRUCTIONS

**Preparation:** Proposals shall be submitted in a sealed envelope addressed to the Town of Fountain Hills, marked RFP and proposal opening date and time. The entire proposal package including all instructions is to be returned and properly secured together. Retain a complete copy for your records, as all submittals will remain in the possession of the Town.

Bidders are to provide ONE (1) original (Labeled) and TWO (2) copies of their proposal.

All proposals must be submitted on the Town proposal forms and duly signed by an authorized representative of the bidder.

Proposals faxed to the Town of Fountain Hills will not be accepted.

Proposals received after the stipulated proposal opening date and time will not be accepted.

Erasures, revisions or other modifications in the proposal shall be in ink and initialed by the authorized signer of the proposal.

It is the responsibility of all the bidders to examine the entire set of proposal documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submission of the proposal. Submit questions or clarification during pre-bid bidder meeting and up to one week prior to proposal deadline. Negligence in preparation confers no right of withdrawal after due date and time. Retain a complete set of proposal documents for your records.

All proposal quotes reflect total cost to the Town for the product, FOB Fountain Hills, AZ and include all applicable taxes and delivery charges. The Town is exempt from Federal Excise Tax; however, Arizona county and local sales taxes do apply.

**Quality of proposal:** The quality of the proposal submitted by the bidder is viewed as a preliminary indication of the bidder's capability and technical competence. Quality is interpreted as (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with instructions, and (5) organization and concise description of text material. Proposals that do not comply with instructions may be eliminated from further consideration.

The Town **shall not be** responsible for bidders adjusting their proposal based on any oral instructions made by any employee or officer of the Town regarding the proposal instructions, drawing, specifications, or contract documents. All changes to the proposal will be in the form of a written addendum, which will be furnished to all bidders with the Town as to having received the proposal.

The Town shall not respond to any requests for information pertaining to specifications received less than five working days (Monday- Friday) before the proposal opening.

## INSTRUCTIONS - continued

**Evaluation:** In competitive sealed proposals, awards shall be made to the lowest responsible and responsive bidder whose proposal is determined in writing to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in this Request for Proposal. The Town shall be the sole judge as to the acceptability of the products and/or services offered. The Town reserves the right to award by individual line item, by group of items, or as a total, whichever is deemed most advantageous to the Town.

**Acceptance:** All proposals submitted to the Town of Fountain Hills are to be guaranteed for a minimum period of ninety (90) calendar days from the date the proposals are officially opened, unless otherwise specified.

The successful bidder's proposal is not officially awarded until such a time as the bidder receives a written notice of award from the Town of Fountain Hills.

**Public Record:** All proposals submitted in response to this request shall become the property of the Town of Fountain Hills and will become a matter of public record.

**Proposal Results:** Bidders are invited to attend the scheduled proposal opening. The proposals shall be opened at the time and place designated on the cover page of this document. The name of each bidder and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read aloud and recorded in the presence of witnesses.

**Point of Contact:** The proposal must indicate the name of one individual who the Town is to contact in regards to any questions or clarifications in regard to the proposal.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CREDIT MANAGEMENT GROUP, L.L.C.

[The Proposal]

See following pages.

**Town of Fountain Hills  
Holiday Lighting Proposal  
RFP# 07-12  
Due Date: Friday September 7<sup>th</sup> 2007**

**Proposal by**

**Christmas Light Decorators**

2450 W. Broadway Road, Suite 112, Mesa AZ 85202

Phone (480) 967-1122

Fax (480) 967-1120

[www.cldaz.com](http://www.cldaz.com)

Contact: Doug Topham

*W. Broadway Rd. 112*



# Christmas Light Decorators



## Who we are:

Founded in 1989, Christmas Light Decorators is Arizona's premier decorating services company. We provide our services to commercial properties, retail shopping centers and cities. In 2006, we decorated over 220 locations from large cities to small offices. Let us show you how good your property can look.

## WHAT WE DECORATE:

Cities

Business Parks

Shopping Centers

Associations

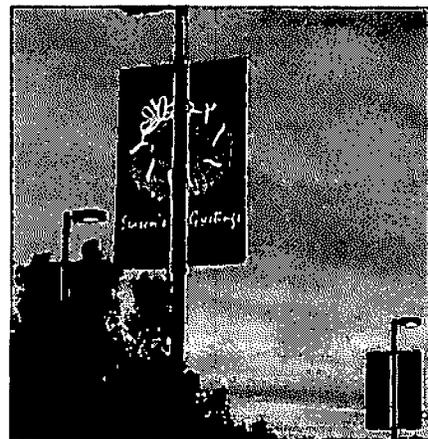
Plazas

Malls



## OUR SERVICES:

- Tree Lighting
- Building Light Line
- Banners
- Pole Decorations
- Building Fronts
- LED Lights
- Displays



Christmas Light Decorators  
2450 W. Broadway Rd., Suite 112  
Mesa, AZ 85202  
(480) 967-1122  
Email: [doug@cldaz.com](mailto:doug@cldaz.com)  
[www.cldaz.com](http://www.cldaz.com)

## **A. Capabilities of Firm and Staff**

### **Christmas Light Decorators**

#### **The History:**

In 1989, The Christmas Light Decorators started professionally decorating homes in the Phoenix metro area. In 1996, the Christmas Light Decorators ventured into major commercial projects by decorating municipalities, shopping centers, and theme parks. We have decorated and illuminated the majority of Arizona's major lighted venues such as:

- **City of Tempe** – Completed a 5 year contract decorating downtown Tempe. The scope of work included 7 blocks of trees (up to 35 feet tall) on both sides of Mill Avenue (approximately 105 trees). Additionally 26 trees were lighted in the Mill Avenue islands. We also lighted approximately 30 large trees (25 feet high) in the Beach Park area and erected holiday displays in the Rio Salado Parkway Area Contract ran from 2000 to 2005 (5 years)
- **Glendale Glitters** – We are on our third 4 year contract with the city of Glendale (our 10<sup>th</sup> year). This is one of the largest lighting events in Arizona. We decorate Murphy Park as well as the trees on Catlin Court and several blocks surrounding the park. This includes approximately 120 trees including palm, deciduous and evergreen trees. Trees range in size from small (15-20 feet) to large (up to 85 feet tall).

In 2006, we decorated 130 trees in Catlin Court in white LED lights. Due to the beauty of the job and the increase in traffic in the downtown area as a result of the lights, the lights are now maintained through the end of May. Contract from 1997 to 2009.

- **City of Scottsdale** – (2002 – 2005). We decorated the downtown area including Civic Center, Old Town, 5<sup>th</sup> Ave., and Scottsdale Rd. The scope of work included pole decorations, over the street displays, holiday décor as well as tree lighting (including sixteen 90 foot palm trees on Marshall Ave). Total number of trees was over 250. Some of these installations were very challenging due to their location and the amount of traffic on Scottsdale Road.
- **City of Phoenix** – Since 2000, we have been the main supplier of holiday décor for the city of Phoenix. In 2000 and 2001, we did the installation of décor on Central Avenue. In 2002, the city resumed the installation and Phoenix shifted our work to the lighting of 6 blocks of tree lighting in the downtown area
- **City of Surprise** – In 2003, we received an emergency call from the City of Surprise. They had purchased over \$100,000 of décor from a California supplier the year before. It had been packed in a 40 foot container after takedown. They had no assembly instructions on several very complex animated displays. With only 2 weeks before the lighting, we were able to get it all installed and tested for the city.

- **City of Chandler** – In 2004, the City of Chandler decided to create a downtown lighting event to correspond with the Tumbleweed Tree. We decorate one city block with approximately 120 trees (Palms, Ash, Mesquite, and Palo Breas). The trees are lighted in the downtown area and include the old town shopping district. This is our 3<sup>rd</sup> year.
- **Lake Havasu City (since 2005)** Decorate the London Bridge area. This includes several large trees as high as 35 feet, building light line and an animated tree.

The company now provides services for over **180 commercial locations** in Arizona including most of the premier properties in Arizona.

- **RBI Management (5 Properties including major malls – 5 years).** Decorations include tree lighting, banners, and building light line.
- **Phoenix Sky Harbor Airport - 2 years.** Contract included decorating the inside of 3 terminals (2, 3, and 4) including 6 foot dimensional snow flakes hung from the ceiling.
- **Kitchell – Corporate Location and shopping center.** Decorations included building light line, entryway trees, wreaths and décor as well as pole decorations.
- **Fort McDowell Casino – We provided all exterior décor and lighting including tree and building light line.**
- **Diversified Management – 7 Shopping Centers.** Decorations included tree lighting and light line.

We also have extensive residential customers and have in the past decorated for: Glen Campbell, John F. Long, Bill Keen and many local sports figures.

Today the company has a workforce of approximately 38 full time installers. Christmas Light Decorators does not use any subcontract labor, and owns most of its own equipment.

## **WE ARE THE PREMIER DECORATING COMPANY**

- **Most Experience – We have 17 years experience and operate only in Arizona**
- **Highest level of service – Crews working around the clock, 24 hour response time**
- **Original Designs – Our proprietary lights are made exclusively for us. We are the only company in the United States that has LED cluster lights.**
- **Streamlined installation and removal**
- **Strategic alliances with key vendors to get the best pricing for our customers**
- **Developed and designed specific lights and products to our specifications**
- **Developed solid relationships over the last 17 years**
- **Extensive experience working in high traffic and pedestrian areas**
- **Well trained employees and effective safety and accident prevention program**
- **We invented and pioneered many unique and custom lighting styles**

### **Company Biographies**

**Doug Topham, President, Doug has fifteen years experience in sales and marketing primarily in the financial service industries. As Vice President of Business Development for three Fortune 500 companies, Citicorp, Household International, and GECC, Doug has experience in all areas of sales and marketing including; goal setting and assessment, compensation programs, business start-ups, strategic sales strategy, product differentiation, and company promotion. Doug was instrumental in developing matrices for sales call effectiveness and lead generation. As Vice President of Sales and Marketing at the finance division of Scott Fetzer (a Berkshire Hathaway Company), Doug was responsible for assessing new finance products and developing risk based credit score models for “risk based pricing”. Doug graduated Magna Cum Laude in Mechanical Engineering from the University of Utah and has an MBA from Arizona State University. For the past 5 years Doug has owned Credit Management Services which has provided consulting to privately held companies.**

**Luke Del Bianco, Sales and Marketing Manager, has been with Christmas Light Decorators for 5 years. He has supervised field crews on all of the major projects the company decorates. His dedication to providing quality work and service has established him as a cornerstone of the company. Luke has a degree in Business Administration from ASU.**

**Richard Ramirez, Service and Operations Manager, has been with the Christmas Light Decorators for 3 years. Richard has 16 years experience in service and operations. He has been responsible for the logistics, purchasing, service and delivery schedules at both Fertizona, Fennemore and Western Ag Enterprises Facilities. His experience ranges from automotive repair to welding and fabrication. Richard has an Agribusiness degree from ASU.**

## **Employee Training**

All employees are trained in installation, electrical safety, and equipment usage. New employees are paired with team leaders that have more than 3 years experience. 80% of our employees have had more than 4 years experience in the installation of lights with our company. All of our employees have been trained in safe use of lift trucks, ladders and safety equipment. Employees will utilize OSHA and city approved safety measures.

## **Christmas Light Decorators Equipment to be Used in Installation of Fountain Hills Holiday Lights**

<b><u>Quantity</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	2000 45 foot Bucket Truck	Own
1	2004 45 foot Bucket Truck	Own
1	2003 37 foot Bucket Trucks	Own
1	2001 45 foot Bucket Truck	Own
1	1999 Nissan truck with ladder racks	Own
1	1997 Nissan truck with ladder racks	Own
1	2000 16 x 6 Trailer	Own
1	60 foot Man lift	Lease
3	Various Bucket trucks	Lease

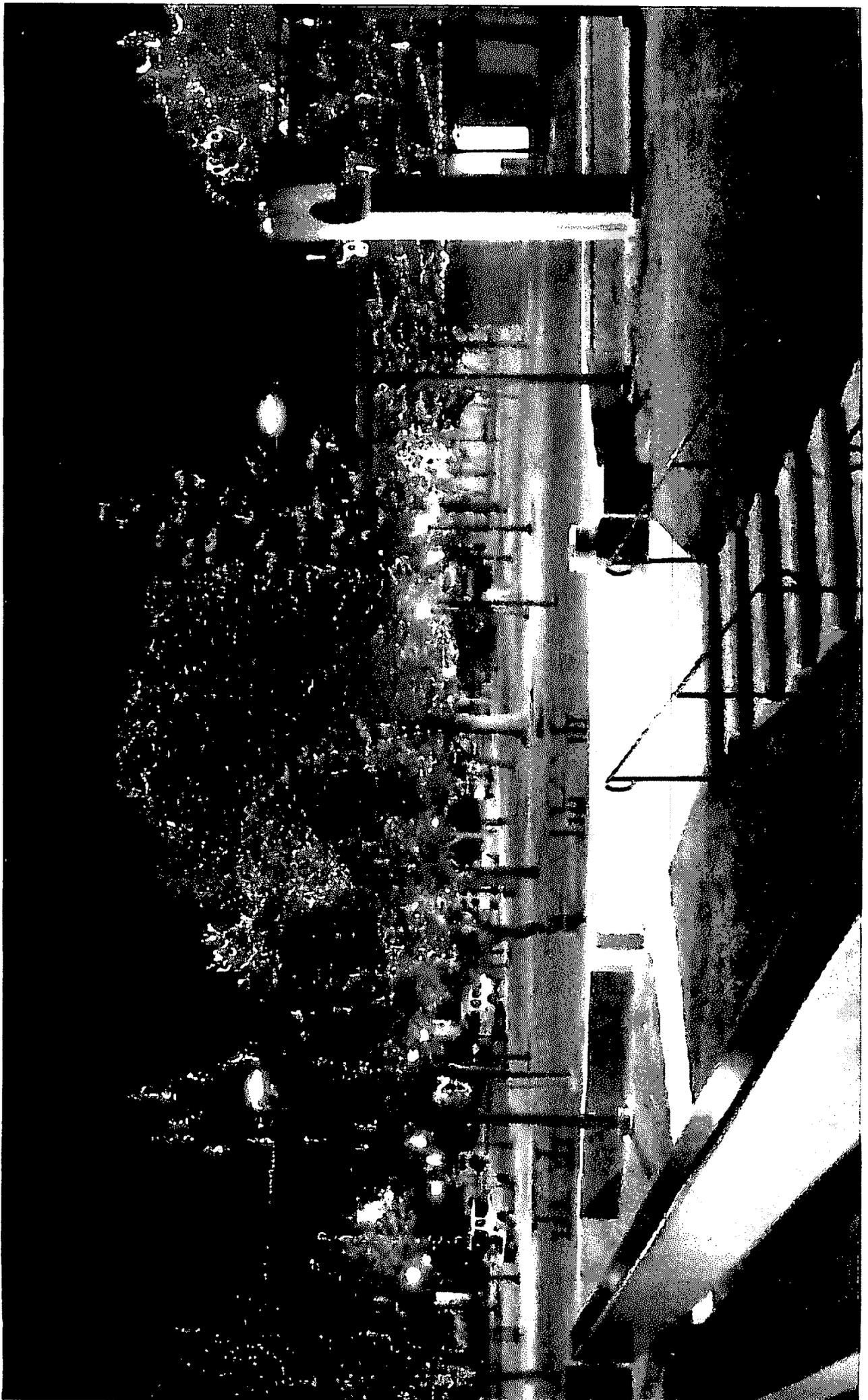
## **Examples of our Work**

**Please see pictures on the following pages for examples of our work.**

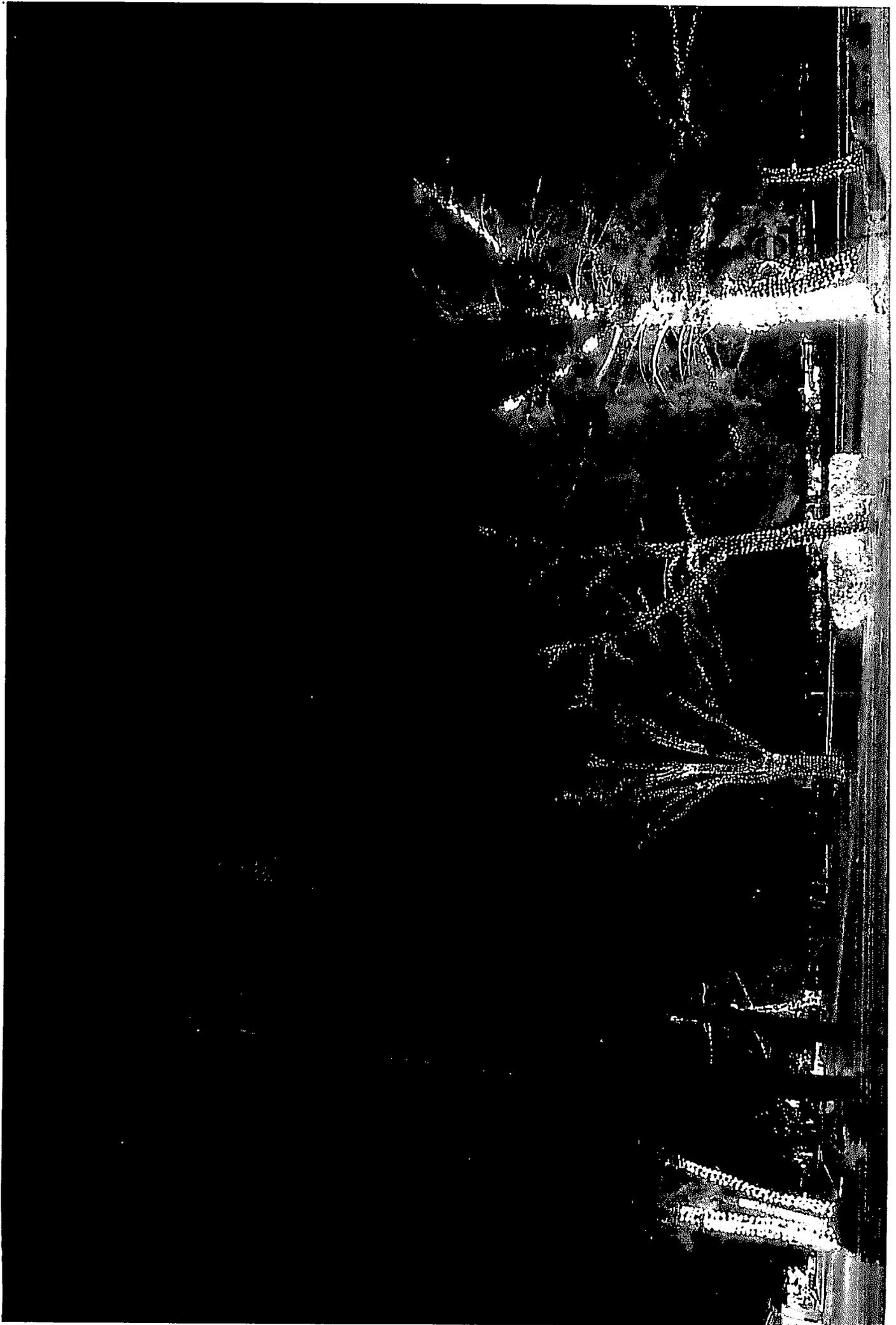


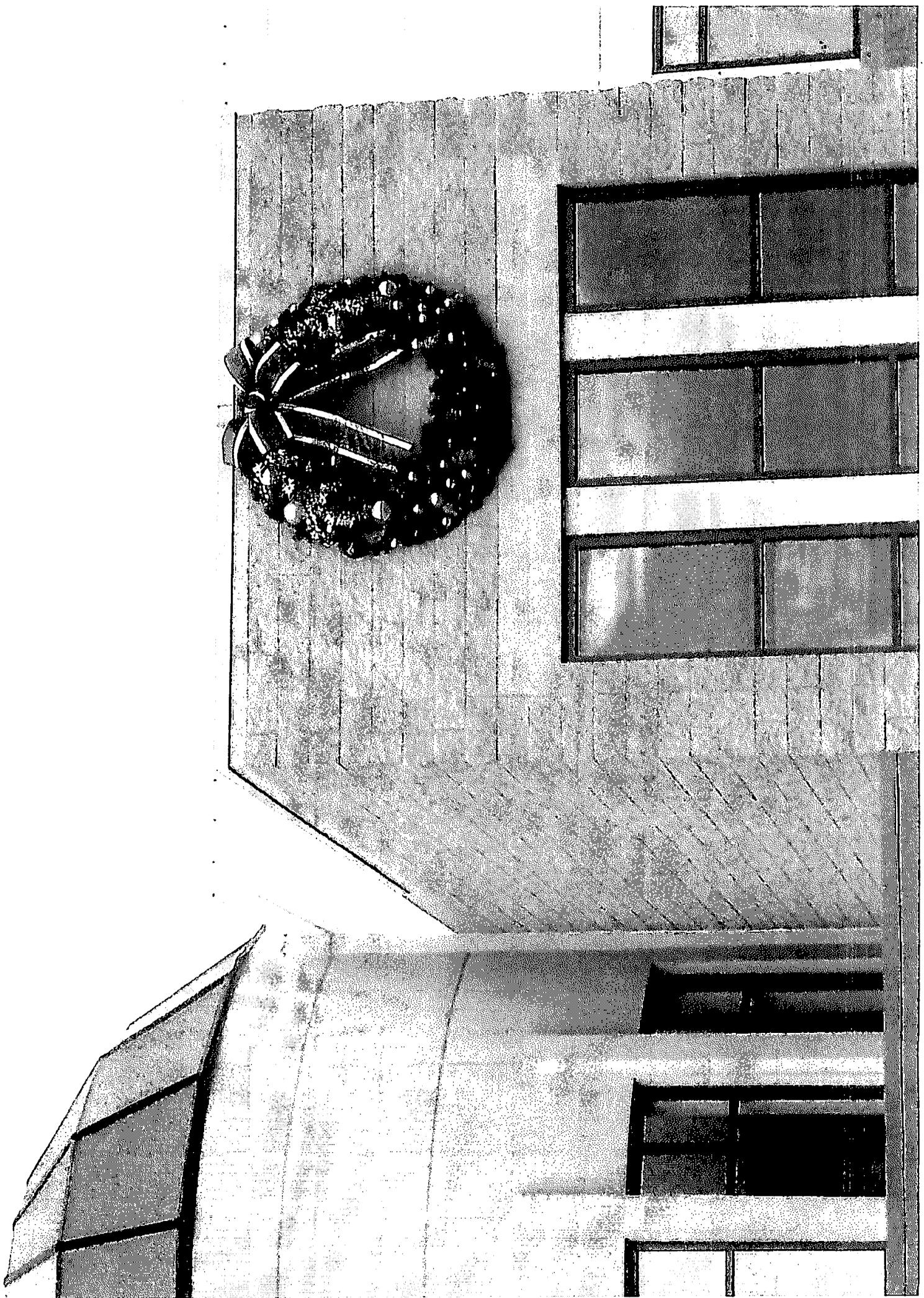


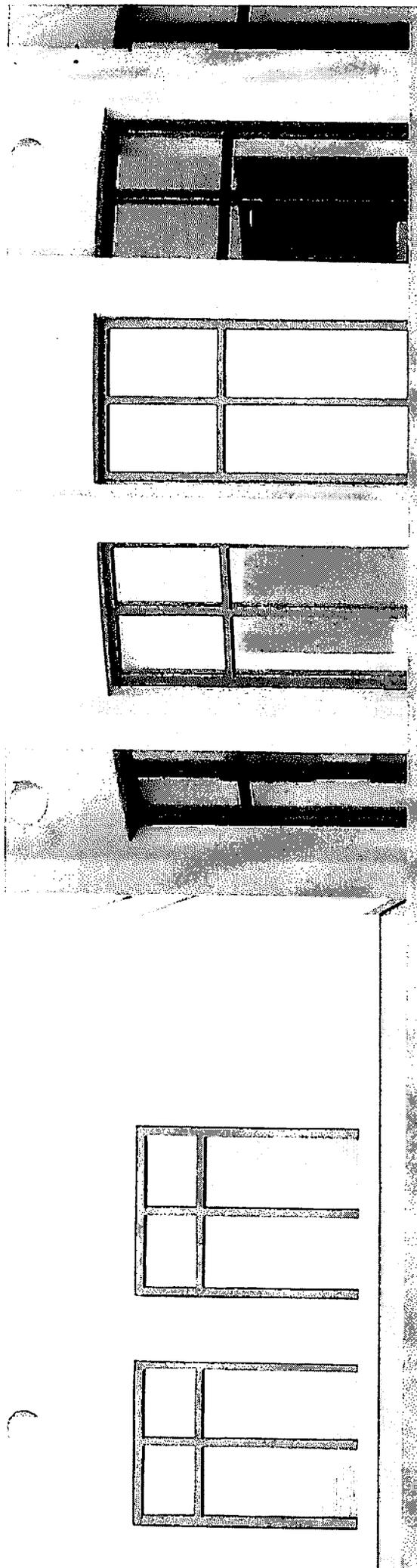




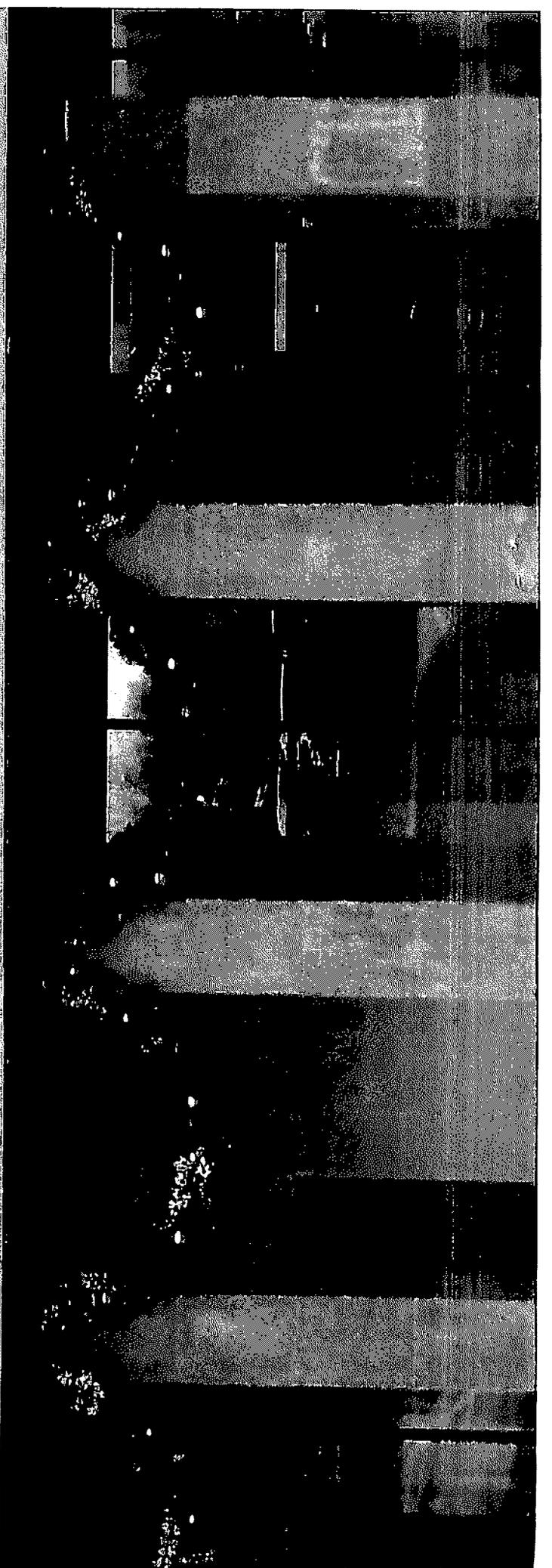


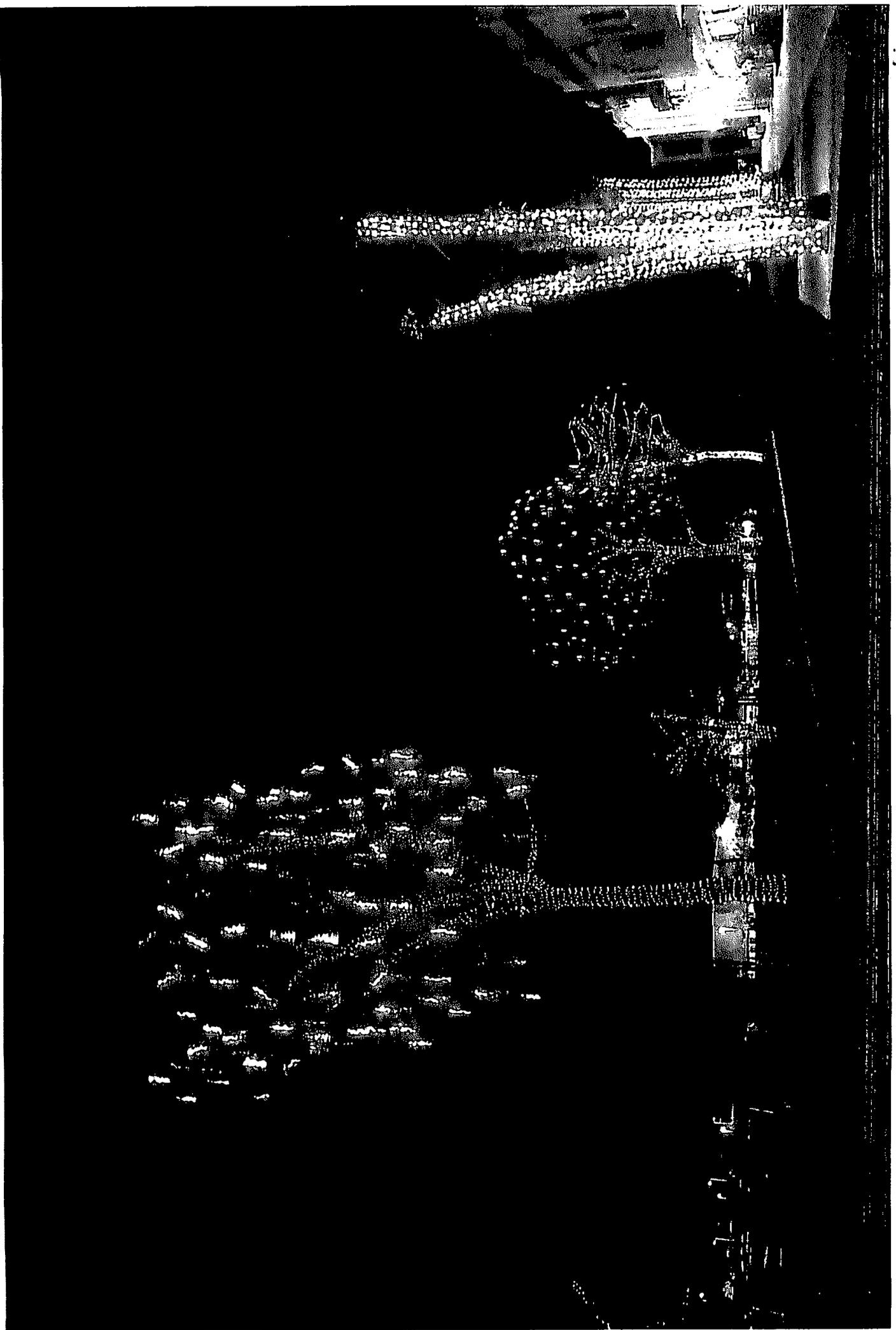






Town Hall





## B. Design of the Tree Lighting

### Area One

Christmas Light Decorators proposes the following:

### Avenue of the Fountains (Map A)

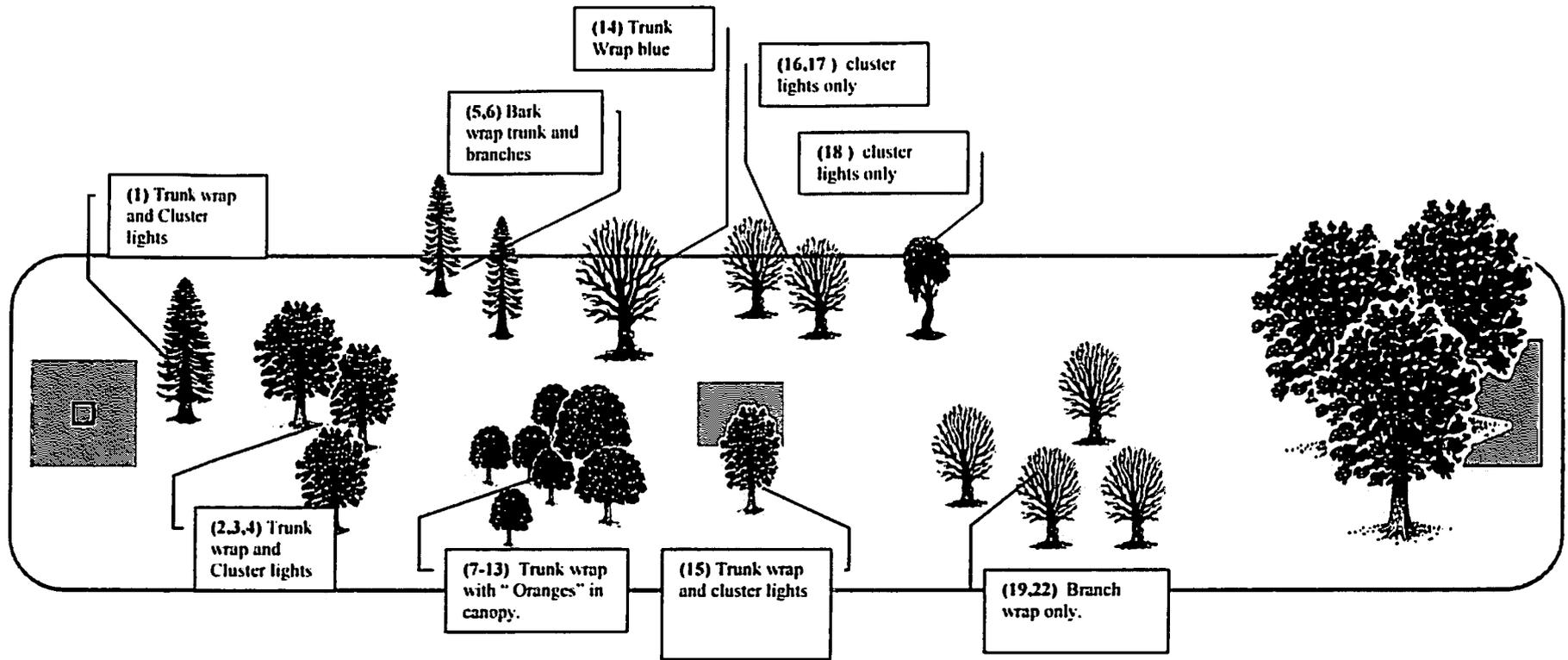
<b>Tree Lighting Design</b>			
Tree Number	Description	# of Lights (Approx)	# of Amps (Approx)
<b>EAST ISLAND</b>			
1	Large Pine - Trunk/Branch wrap and cluster lights	5800	20
2	Medium Gum Tree - Trunk/Branch wrap and cluster lights	1200	4
3	Medium Gum Tree - Trunk/Branch wrap and cluster lights	1200	4
4	Medium Gum Tree - Trunk/Branch wrap and cluster lights	1500	5
5	Thin Pine - Trunk/Branch wrap trunk and branches	2100	7
6	Thin Pine - Trunk and Branch wrap	2400	8
7	Small Orange - Trunk/Branch wrap and "oranges" in canopy	1000	4
8	Small Orange - Trunk/Branch wrap and "oranges" in canopy	1000	4
9	Small Orange - Trunk/Branch wrap and "oranges" in canopy	1000	4
10	Small Orange - Trunk/Branch wrap and "oranges" in canopy	1000	4
11	Small Orange - Trunk/Branch wrap and "oranges" in canopy	1000	4
12	Small Orange - Trunk/Branch wrap and "oranges" in canopy	1000	4
13	Small Orange - Trunk/Branch wrap and "oranges" in canopy	1000	4
14	Large Cottonwood - Trunk/Branch wrap only in blue mini lights	1400	5
15	Cedar Tree - Trunk/Branch wrap and clusters	1200	4
16	Medium Mulberry - cluster lights only	2200	8
17	Medium Mulberry - cluster lights only	2200	8
18	Small Orange - Trunk/Branch wrap and "oranges" in canopy	1000	4
19	Small Palo Brea - Trunk/Branch wrap only	400	2
20	Small Palo Brea - Trunk/Branch wrap only	400	2
21	Small Desert Tree - Trunk/Branch wrap only	400	2
22	Small Desert Tree - Trunk/Branch wrap only	400	2

<b>WEST ISLAND</b>			
23	Palm Tree - Spiral trunk wrap	800	3
24	Palm Tree - Spiral trunk wrap	800	3
25	Palm Tree - Spiral trunk wrap	800	3
26	Hedges - cover outside in mini lights	2500	10
27	Small Gum Tree - Trunk/Branch wrap with streamers in canopy	1800	6
28	Small Gum Tree - Trunk/Branch wrap with streamers in canopy	1800	6
29	Pine Tree - Trunk/Branch wrap and clusters	2300	8
30	Thin Pine - Trunk/Branch wrap only	4200	14
31	Oleander - canopy wrap	2000	7
32	Palm Tree - Spiral trunk wrap	800	3
33	Palm Tree - Spiral trunk wrap	800	3
34	Palm Tree - Spiral trunk wrap	800	3
35	Hedges - cover outside in mini lights	2200	8
	<b>TOTAL</b>	<b>52400</b>	<b>190</b>

The trunks and major branches of the trees indicated will be wrapped with mini-lights. Trees will have the option of being branch/trunk wrapped and/or the addition of light clusters/streamers in the canopy installed using aerial lift trucks. The decorating style of the tree and the color combinations will be determined upon installation. The color combinations will be determined based upon which style gives the most dramatic and unique design for the Town of Fountain Hills. The trees will have a mixture of designs to maximize effect, but will be wrapped as shown in the attached examples. Palm trees and other trees will be decorated to a height of up to 45 feet.

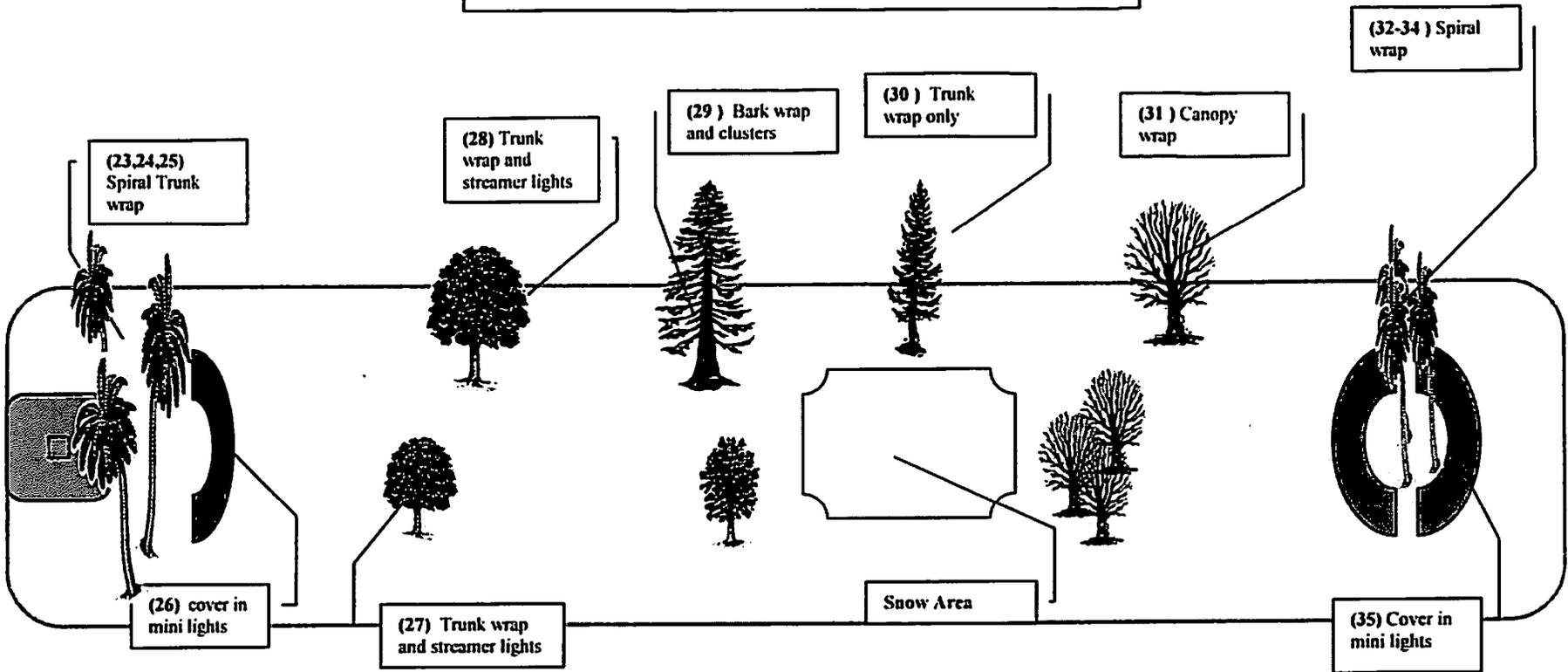
**See map A for area layout and proposed tree designs.**

# East Avenue of the Fountains Median



**Note:** Picture not to scale for representation of trees to be included in proposal.  
Numbers in parenthesis pertain to trees numbered and listed on "Design of Tree Lighting" page.

# West Avenue of the Fountains Median



**Note:** Picture not to scale for representation of trees to be included in proposal.  
Numbers in parenthesis pertain to trees numbered and listed on "Design of Tree Lighting" page.

## **Area Two**

Christmas Light Decorators proposes the following:

### **Avenue of the Fountain Ground Displays – (Map B)**

The ground displays will be grouped in themes as indicated on MAP B. These are located as shown based on the power available as well as grouping the displays in areas that have significant open space.

The Town of Fountain Hills may change locations as desired as long as a sufficient number of amps are available for the displays.

**See map B for area layout.**

## **Area Three**

### **Town Owned Buildings**

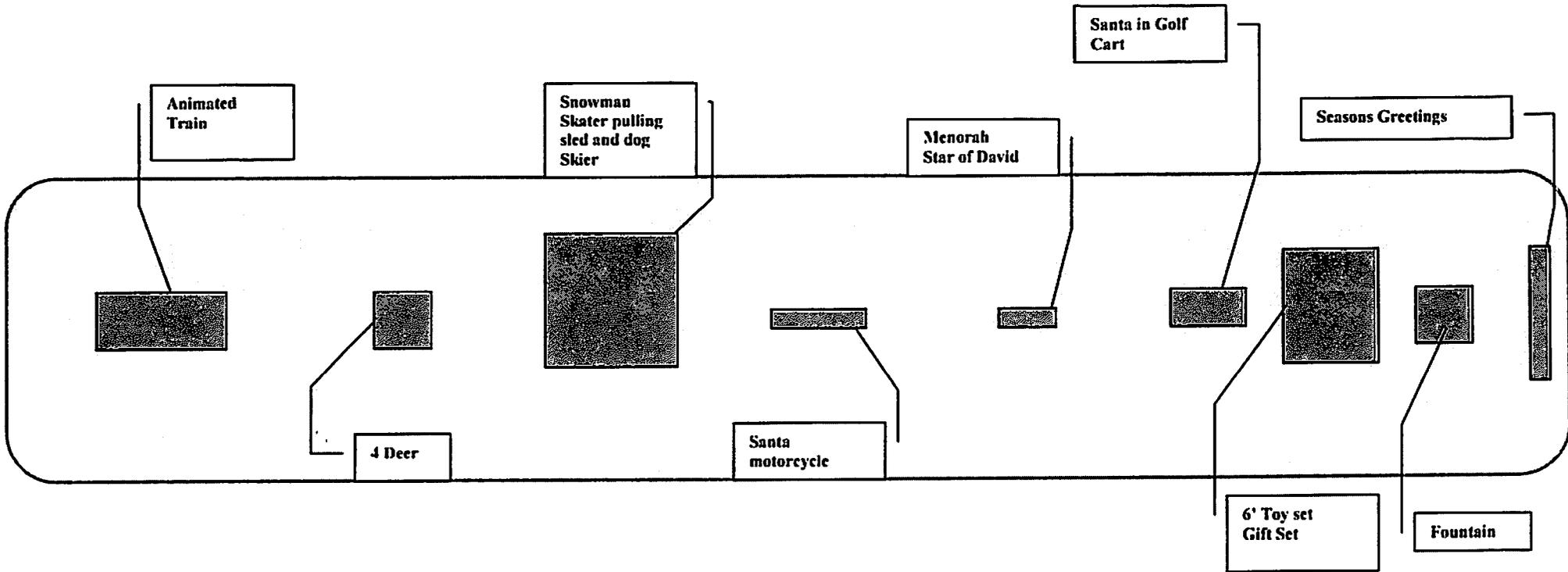
Christmas Light Decorators is proposing light line for the three buildings as follows:

Maricopa County Library, Fountain Hills Branch  
Fountain Hills Community Center  
Town Hall 2007-07-19

**All building light line will be LED this year.** This will reduce power consumption on the buildings by 85% and allow each building to be light on less than 4 amps of power. This change will eliminate the power problems that have occurred in the past.

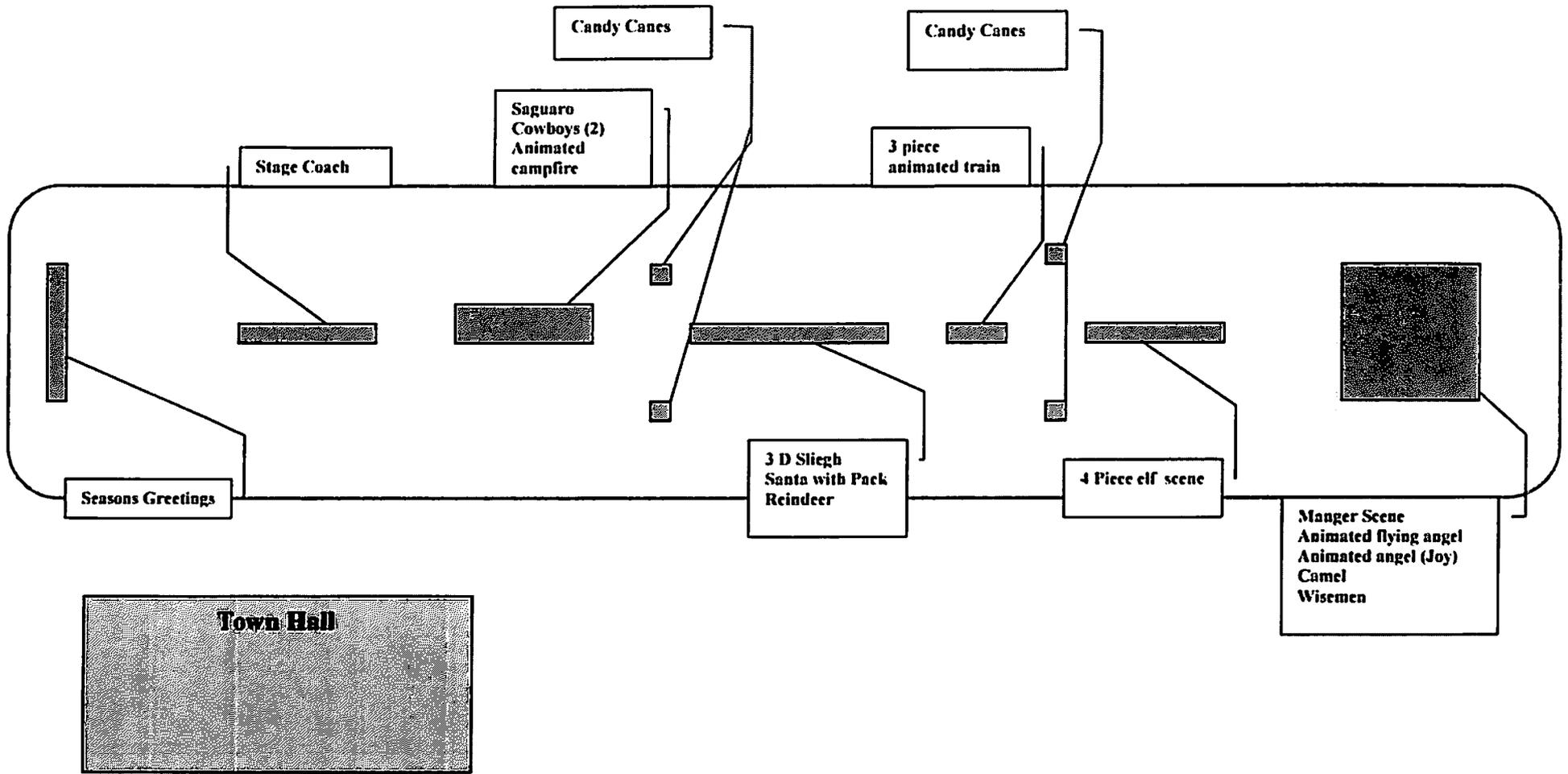
**Also includes (2) building wreaths and garland on Town Hall**

**East Avenue of the Fountains Median (displays)**



**Note: Picture not to scale for representation of display included in proposal.**

**West Avenue of the Fountains Median (displays)**



**Note: Picture not to scale for representation of display included in proposal.**

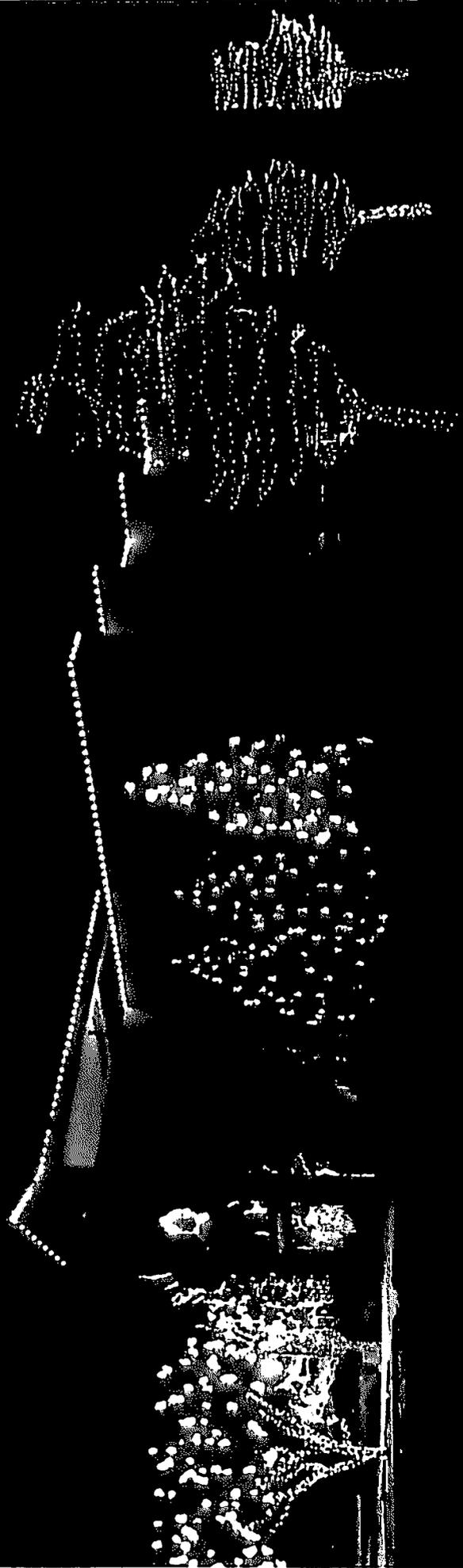
**Maintenance Program:**

***Christmas Light Decorators will repair trees and bulbs on a weekly basis through the duration of the holiday lighting program. A crew will be available on call for an emergency within 24 hours of contact from the Town of Fountain Hills. Cost of maintenance is included in the pricing of this proposal.***



Example of Bark Wrap and

CHUCK FLETCHER



Example of  
Bark Wrap and Clusters  
Wrap

Example of  
Clusters

Example of  
Bark Wrap and Canopy



Example of Streamers

Example of Cluster Lights



Example of Bark Wrap

## **C. References**

### **City of Glendale**

**Contact: Mr. Terry Williams  
(Formerly at CVB in Flagstaff)  
Special Events**

**623-930-2954**

**Glendale Glitters—Large Park and surrounding city blocks**

### **City of Prescott**

**Contact: Ms. Pat Forrest  
Prescott Downtown Partnership  
Yavapai County Courthouse and surrounding park area**

**928-443-5220**

### **City of Chandler**

**Contact: Ms Jennifer Morrison  
Was Downtown Coordinator – Now at Desert Viking Properties  
Downtown buildings, banners, parks, and trees**

**480-659-3840**

### **City of Mesa**

**Contact: Ms. Sharon Winter  
Operations Manager (Mesa Town Center)  
Downtown banners, etc.**

**480-890-2613**

**See attached pictures for sample and description of displays created for references.**

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CREDIT MANAGEMENT GROUP, L.L.C.

[Scope of Work]

See following page(s).

## **SCOPE OF WORK**

- The bidder shall provide the design of all areas with the proposal. These shall include but are not limited to:
  - A. Conceptual drawings indicating which trees will be illuminated to produce the most dramatic effect.
  - B. Style of décor and decoration of trees
  - C. Number of strands needed and types of decorations to be used.
  - D. Method of installation of lights in relation to plan and type of tree (i.e., type of lift).
  
- The bidder shall complete the installation of the light displays prior to the first Saturday in December.
  
- The bidder must have staff members on-site (if requested) for the official lighting ceremony on December 1st between the hours of 4:00 pm to 8:00 pm in order to assist with the lighting process. In subsequent years the Town will coordinate with the bidder the dates of official lighting. All lights must be tested and fully functional prior to the ceremony (Stroll the Avenue).
  
- The bidder shall provide automatic timers for lights and displays except where Town personnel turn lights on and off. Timers are to be turned on and set from 6:00 pm to 12:00 pm.
  
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- Labor charges for inspection, repair or replacement of lights as necessary, as well as emergency call out service for repair of any damaged or vandalized lights shall be included in the proposal for all work.
  
- Contractor shall include the costs of replacement lights in the event of vandalism or climatic conditions. Labor costs shall be included in pricing for proposed work.
  
- The bidder shall remove the light displays by the end of the 2<sup>nd</sup> week of January (or as directed by the Director of Public Works or his designee).

## **SCOPE OF WORK - continued**

- The bidder must have personnel available to guarantee next day service, including weekends for repair or replacement of damaged lights and decoration. The bidder must respond to the designated Town contact within 24 hours of call and be on site within that time for service. Bidder guarantees next-day service for any damage or repair for the duration of the specified display period.

**Notes: The Town desires a dramatic and unique design that requires little change from year to year.**

**Any tree trimming or pruning necessary will be the responsibility of the Town.**

## EVALUATION CRITERIA

<b>Evaluation Criteria</b>	<b>points</b>
<b>Capabilities of Contractor and staff</b>	<b>35</b>
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<b>Total Points</b>	<b>100</b>

**Please Note: The Town reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed in the best interest of the Town.**

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CREDIT MANAGEMENT GROUP, L.L.C.

[Fee Estimate]

See following page(s).

**TOWN OF FOUNTAIN HILLS**  
Public Works

**Proposal Number: 07-12**  
Fountain Hills Holiday Lighting and Ground Displays

**PROPOSAL SHEET**

Area One Lump Sum \$ 12,710.00

Area Two Lump Sum \$ 6,650.00

Area Three—(ALL LED LIGHTS) Lump Sum \$ 9,513.75

TOTAL LUMP SUM \$ 28,873.75

Notes:

1. Cost of design is incidental to each area.
2. The Town plans to recommend all three areas in one proposal.