

EXHIBIT A  
to the  
ORDINANCE

Exhibit A to the Ordinance contains, in its entirety, Contract No. 2024-001, a services agreement between the City of Lee's Summit, Missouri (City) and ICON Event Group, LLC (Contractor) for Holiday Lighting Services.

The components of the services agreement 2024-001 are mutually agreed to by the City and the Contractor. The services agreement includes the following sections:

Terms and Conditions,

Exhibit A, Contractor's Proposal, submitted in response to RFP 2024-001 Holiday Lighting Services,

Exhibit B, Scope of Work, agreed to between the City and Contractor,

Exhibit C, Costs for the services and materials provided to the City by Contractor

**SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
ICON EVENT GROUP**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and ICON Event Group, a company (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Proposals, RFP #2024-001 Holiday Lighting Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Holiday Lighting Services (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.

2. Term of Agreement.

- a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
- b. Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
- c. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Contractor, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Contractor shall continue to perform its obligations under this Agreement.

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

4. Compensation. The City shall pay Contractor for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The Contractor shall not commence any billable work or provide any Materials or Services under this Agreement until the Contractor receives an executed purchase order from the City. For replacement product purchased during maintenance, the contract shall invoice as needed.

5. Payments. The City shall pay the Contractor 50% of the not to exceed amount after installation has been completed and the remaining 50% upon complete removal, 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,

and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. 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 City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

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

10. 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 City 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 City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, 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 (collectively “Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable 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.

### 13. Insurance.

#### 13.1 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 authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City 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 and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, 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 City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- 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 six (6) 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 six-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 City, 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.
- 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 City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or

liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance 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. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies 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 policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, 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 and CG 20 37 07 04, or their equivalents.
  - (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, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) 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.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Attn: Procurement and Contract Services  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

### 13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall

cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 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 City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, 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." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. 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 an unimpaired limit of \$2,000,000 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 City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. 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. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

#### 14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of

such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
  - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
  - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
  - c. a criminal violation of any state or federal antitrust law;
  - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
  - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
  - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, 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 City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal

year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

#### 15. Miscellaneous.

15.1 Independent Contractor. 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. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. 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 abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

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

15.5 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.

15.6 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.

15.7 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.

- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 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 and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City 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 City 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 City'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 City to insist upon the strict performance of this Agreement.
- 15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
- 15.12 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 (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: City Attorney's Office

If to Contractor: ICON Event Group  
2516 W Pennway Street  
Kansas City, MO 64108  
Attn: Benjamin Tuimauga

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 subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) 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. 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.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City 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 City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who

may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

- 15.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

- 15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

- 15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

- 15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

- 15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement,

of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

- 15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.
- 15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- 15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.
- 15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.
- 15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Mark Dunning, City Manager                      Date

**ATTEST:**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Edward Rucker, Chief Counsel of Management and Operations

*Benjamin Tuimauga*  
\_\_\_\_\_  
Print Name Benjamin Tuimauga    a  
\_\_\_\_\_  
Title    Event Specialist

EXHIBIT A  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
ICON EVENT GROUP

CONTRACTOR'S PROPOSAL

See following pages.



ICON Event Group

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RFP No. 2024-001

## Holiday Lighting Service

### Downtown Lee's Summit, MO

Version 1

Prepared by:

Benjamin Tuimauga  
Event Specialist  
ICON Event Group  
2516 W Pennway St  
Kansas City, MO 64108  
Office: (816) 945-4435  
Cell: (816) 682-4038  
[hello@iegkc.com](mailto:hello@iegkc.com)

Jun 22, 2023



ICON Event Group

## Cover Letter

DeeDee Tschirhart  
Procurement Officer  
City of Lee's Summit  
220 SE Green St  
Lee's Summit, MO 64063

Dear Ms. Tschirhart,

I am writing on behalf of ICON Event Group to formally submit our proposal in response to the RFP for Holiday Lighting Services for Downtown Lee's Summit. It is with great excitement that we offer our specialized expertise in designing and implementing holiday lighting displays that will not only illuminate the streets but also the hearts of the community members.

ICON Event Group has been an industry leader in event services and installations for many years. Our exemplary track record in creating mesmerizing lighting displays has consistently garnered the admiration and delight of residents and visitors alike. For this particular project, we are thrilled to announce our partnership with Bingle, a renowned lighting expert. Together, we bring a combined wealth of experience and creativity, ensuring an unparalleled festive experience for Downtown Lee's Summit.

Our joint proposal encompasses:

**Customization:** Our design concept accentuates the rich history and culture of Lee's Summit, fostering community pride.

**Safety and Compliance:** Rigorous attention to safety, ensuring all installations adhere to the highest standards and regulations.

**Maintenance and Support:** Providing reliable maintenance throughout the holiday season, ensuring that the lights continue to sparkle and enchant.

We have utmost respect for the vibrant community of Lee's Summit and are committed to bringing joy and festivity through our holiday lighting services. Our team is prepared to collaborate with your office to facilitate a seamless and successful implementation.

Enclosed, please find our comprehensive proposal for your perusal. We are enthusiastic about the possibility of discussing further how ICON Event Group, in collaboration with Bingle, can serve the City of Lee's Summit in creating an extraordinary holiday experience.

Thank you for considering our submission. We are genuinely excited about the prospect of contributing to the festive spirit of Downtown Lee's Summit and making this holiday season an unforgettable one.

Warm regards,

*Benjamin Tuimaua*



## Executive Summary

ICON Event Group, in collaboration with Blingle, is thrilled to submit this proposal for the Holiday Lighting Services in Downtown Lee's Summit. Our ambition is to create an immersive and spectacular festive environment through the deployment of innovative lighting and decorative elements. We aim to marry cutting-edge technology with a splash of artistry, fostering a warm community spirit and providing a delightful experience to residents and visitors alike.

With ICON Event Group's expertise in event logistics and Blingle's proficiency in creative lighting designs, this collaboration is uniquely positioned to transform Downtown Lee's Summit into a festive wonderland. We have thoughtfully allocated our resources and devised a systematic plan that balances quality, efficiency, and aesthetic appeal. We are eager to contribute to the holiday spirit in Lee's Summit and create an unforgettable experience through our enchanting holiday lighting display.

## Company Background

Established in 2011, ICON Event Group began its illustrious journey in the realm of Wedding Entertainment. As a dynamic and visionary company, we have been on a path of continuous growth and evolution. In 2014, we expanded our horizons by venturing into the Audio-Visual Production space. Since then, we have established ourselves as one of Kansas City's premier AV Production and Event Design companies. Our portfolio now boasts an array of services, including bespoke installations that add an undeniable flair to any event or space.

At ICON Event Group, our work is a labor of love, and we take immense pride in every project we undertake. Our modus operandi centers around service excellence and a collaborative approach to bring your vision to life. We understand that budgetary considerations are crucial, and our team is adept at crafting solutions that are both awe-inspiring and cost-effective. This ensures that you can realize your dream event with minimal stress and maximal impact.

We also recognize the unpredictability inherent in the Live Event industry. However, with us by your side, you are never alone. Our team is at your disposal 24/7, ready to tackle any challenges that may arise. Our proactive approach ensures that we address any hiccups promptly and efficiently. Whether it be an AV production, event design, or installation, our commitment to exceptional service and our unwavering dedication to excellence ensures that with ICON Event Group, your event is in the most capable hands.



VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

<u>ICON EVENT GROUP</u>			<u>473661714</u>
FIRM SUBMITTING PROPOSAL			FEDERAL TAX ID NUMBER
<u>Benjamin Tuimauga</u>			<u><i>Benjamin Tuimauga</i></u>
PRINTED NAME AND TITLE			AUTHORIZED SIGNATURE
<u>2516 W Pennway</u>			<u>8166824038</u>
ADDRESS			TELEPHONE                      FAX #
<u>KC</u>	<u>MO</u>	<u>64108</u>	<u>07/06/233</u>
CITY	STATE	ZIP	DATE
<u>iegkc.com</u>			<u>hello@iegkc.com</u>
WEB SITE			E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise?  
If yes, please provide details and documentation of the certification.

**FORM NO. 1: PROPOSER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

ICON Event Group

1a. Provider /Firm is: \_\_\_ National \_\_\_ Regional  Local

1b. Year Provider/Firm Established: 11

Years of Experience providing RFP identified services/project for municipalities:

Year of Experience conducting requested services 1 a

1c. Licensed to do business in the State of Missouri:  Yes \_\_\_ No

1d. Principal contact information: Name, title, telephone number and email address:

Benjamin Tuimauga, Event Specialist, 8166824038, hello@iegkc.com

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: 2

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

ICON - Management Blingle - Labor

3a. Has this Joint Venture previously worked together? \_\_\_ Yes  No

**FORM NO. 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS**

Each respondent must complete this form for all proposed sub-consultants.

**SUB-CONSULTANT #1**

Name & Address

Blingle

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes  No

Year Firm Established:

Years of Experience providing requested services  a

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

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**SUB-CONSULTANT #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

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**SUB-CONSULTANT #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: Nebraska Crossing

Completion Date (Actual or Estimated): Nov. 12

Project Owners Name & Address: Mike Marlow

Project Owner's Contact Person, Title & Telephone Number: Darin Englebart 602.478.8584

Estimated Cost (in Thousands) for Entire Project: \$115,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Benjamin Tuimauga, Event Specialist
- b. Project Assignment: Project Manager
- c. Name of Service Provider/Firm with which associated: ICON Event Group
- d. Years Experience:  
With this service provider/firm 4 other service providers/firms 1
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Nick Sandridge, Blingle Owner
- b. Project Assignment: Blingle Lead
- c. Name of Service Provider/Firm with which associated: Blingle
- d. Years Experience:  
With this service provider/firm 10 other service providers/  
firms
- e. Education: Degree(s)/Year/Specialization: University of Missouri-  
Bachelor of Arts, International Studies, Relations, and Affairs
- f. Current Registration(s): Certified Outdoor Lighting Designer
- g. Other Experience & Qualifications relevant to the proposed project:

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**FORM NO. 5: PROJECT APPROACH NARRATIVE**

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

ICON Event Group, in collaboration with Bingle, is committed to delivering a mesmerizing holiday lighting experience for Downtown Lee's Summit. The success of this venture relies on meticulous planning, seamless collaboration, and impeccable execution. Our team, led by Benjamin Tuimauga as the Project Manager and Nick Sandridge as the Bingle Lead, will actualize the vision for this festive lighting project.

Benjamin Tuimauga, with a wealth of experience in managing multifaceted projects, will oversee the entire project ensuring alignment with the set objectives, timely execution, and compliance with safety standards. He will be the primary point of contact for all stakeholders, ensuring seamless communication and coordination. As the Bingle Lead, Nick Sandridge will bring his expertise in lighting designs and innovations. Together, they will foster collaboration between ICON Event Group and Bingle, leveraging the strengths of both entities to create an unmatched holiday lighting experience.

Communication is vital for the success of this project. The primary modes of communication will be through phone and email. This will allow for real-time updates and ensure that any queries, feedback, or modifications can be addressed promptly. Benjamin Tuimauga and Nick Sandridge will be accessible through these channels, ensuring transparency and effective communication with all stakeholders.

The project will be executed over two weeks with a dedicated team of professionals. The team will be divided into sub-groups, focusing on trees and buildings. Benjamin Tuimauga will monitor the overall progress, ensuring adherence to the schedule and quality standards. Nick Sandridge will focus on the technical aspects of the installation, ensuring that the lighting elements are installed optimally for maximum impact.

Safety is paramount, and throughout the installation, all safety protocols and standards will be strictly adhered to. During the festive period, maintenance and support will be provided to ensure the lighting displays continue to enchant without any hiccups.

We have prepared two detailed quotes for consideration, which provide options for different scales of installation and budgetary requirements. These quotes have been meticulously crafted to offer the best value and quality. Please refer to the attached documents for the detailed breakdown and specifications of each quote.

With a well-structured approach that encompasses collaboration, innovative design, efficient implementation, and community engagement, we are poised to transform Downtown Lee's Summit into a festive wonderland. Under the leadership of Benjamin Tuimauga and Nick Sandridge, this project is set to be executed with professionalism, creativity, and a deep commitment to excellence and community values.

# Tree Lighting – Canopy Wrap vs. Trunk + Tree

**Previous tree lighting**



**Recommended Approach**





# Benefits of the Trunk + Tree Approach

- More symmetrical look that can easily be replicated
- Requires less labor time for installation
- Requires less equipment
- Looks better



# Installation Process

- Team of 4 working over a two-week span
- Two crews of two, one for trees and one for buildings
- Target of 15-17 trees per day, 60-90 minutes per tree
- Buildings to be completed in 2-3 days



EXHIBIT B  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
ICON EVENT GROUP  
SCOPE OF WORK

**3.0 SPECIFICATIONS:**

- 3.1 The City may do a one-time purchase of the new lights, garland, red bows and accessories, such as timers etc., for any holiday season as needed. Subsequent holiday seasons under this Contract if awarded, shall be the awarded Contractor's responsibility as it pertains to replacement of lights as needed, per the below definition of Maintenance as identified in 3.7. It is desired by the City that all lights are of matching shades, size and color to create a cohesive, uniform look for the Downtown area. Any deviation from this shall be communicated and approved in writing by Central Building Services. All of the holiday lights, garland, red bows and other accessories utilized in this Contract, if awarded, shall be the property of the City of Lee's Summit.
- 3.2 Install and Removal Timing: Building lights, tree lights, fence lights, pole garland/bows shall be installed between the dates of October 15th and November 10th of each year. All building lights, tree lights, fence lights, pole garland/bows shall be removed and packaged for storage by January 31st of each year. Any deviations from these dates shall be approved in writing by Central Building Services.
- 3.3 Storage of Lights & Garland & Bows: The awarded contractor shall store the lights and garland and bows for the City of Lee's Summit locations of which storage is applicable, in a bonded facility of which they own or lease. Under no circumstances shall any outside party have City owned lights stored anywhere except for the Contractor's owned or leased facility. **NOTE**: Storage shall be classified as a part of Maintenance cost in Section 4.0 Pricing and shall be included each year of this contract.
- 3.4 Scheduling of Work: If awarded, Purchase Order(s) should be issued by the City in order for work to commence. All correspondence regarding any questions and scheduling shall be coordinated through the Central Building Service Department (CBS). The awarded Contractor shall coordinate and schedule with CBS, the time and specific date the service will begin & potentially end. Exact dates for work shall be at a mutually agreed upon by the City and the awarded Contractor. The Awarded Contractor shall keep CBS, updated regularly on progress. If any deviation from the initial dates and times originally communicated occurs, it shall be the awarded Contractor's responsibility to immediately communicate to CBS, in writing the need and reason that more time is needed to finish the work.
- 3.5 The City will not be responsible for any fuel surcharges, trip charges or travel time, etc. Bidders should build the amount necessary to cover travel time within Section 4.0 Pricing. The City shall also not be responsible for payment to the awarded Contractor for any briefings or meeting held between the City and the awarded Contractor, as these meetings are to the mutual benefit of both parties. The City will pay in two phases: 50% upon successful completion of all installation; and 50% upon successful removal of all lights, bows and garland. Should the contractor need to purchase any replacements for lights, bows or garland, the contractor must obtain prior approval to the purchase. The contractor should invoice according for the product purchase. The City reserves the right to see any invoice prior to approval.
- 3.6 The City will not be responsible for any equipment charges or rental equipment charges for any equipment needed to fulfill this contract, i.e. lifts, boom trucks etc. The Service Provider shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Service Provider's equipment or clothing either, lost, damaged, destroyed or stolen.

3.7 Maintenance: The successful contractor shall check and maintain all building lights, tree lights, lighting timers, garland, and bows during the holiday season as identified in Section 4.0 Pricing. The awarded contractor shall make a minimum of one (1) maintenance check per week and the maintenance check shall include replacing entire light strands, broken or burnt out bulbs, light sockets, light strand fuses, light timers, reattach garland and bows, as needed, during the holiday season. The Maintenance identified in Section 4.0 Pricing shall include the REPLACEMENT cost of all burnt or broken lamps, all light strand fuses, all lighting sockets, and all lighting timers at no additional expense to the City. If the entire light strand is damaged or defective on any tree or building and needs to be replaced, the contractor shall notify CBS department for pre-approval to purchase new light strands and the contractor shall invoice the City at the linear ft rate as identified in Section 4.0 Pricing. The City reserves the right to diagnose the damaged or defective light strands to determine if repair or replacement is necessary.

The awarded contractor shall respond to the CBS department within 24 hours of CBS notifying the contractor about any lighting that is damaged, or burnt out and the contractor shall have the issue fixed or replaced within 48 hours.

The City may desire to make a one-time purchase of new LED lights, garland, and bows when current sets have reached the end of their useful life cycle. The successful contractor shall have a light installer available at the Mayor's lighting ceremony each year for any lighting issues that may arise during the event (this date will change each year and is normally a week or so before Thanksgiving).

3.7 Building Locations:

Exhibit A identifies five locations in the Downtown District that shall have warm white LED C-9 light strings. Lights at each location are to be installed per specs below in this section. **NOTE**: The City reserves the right to add or remove locations from the Agreement on an as needed basis. Any removals or additions should be done via an Agreement Modification issued by the Procurement and Contract Services Division. Quotes provided for new buildings or fencing shall be in accordance to pricing bid in Section 4.0 Pricing and shall require written approval. All estimated quantities have been identified where possible in Section 4.0 Pricing. However, quantities stated are only ESTIMATES and may NOT be exact. The actual quantity used may exceed or be less than the estimated amounts.

- City Hall, 220 SE Green Street  
835 linear ft – C-9 LED Lamps - East & South Side all corners and roof edge only – Includes the South Archway over the 3rd Street entrance. NOTE: The North Archway does NOT have lights
- Amtrak Waiting and Restrooms Building, 221 SW Main Street  
65 linear ft – C-9 LED Lamps - Waiting area Lighting around entire outside perimeter of building—around roof edge. 83 linear ft – C-9 LED Lamps - Restrooms Lighting around entire outside perimeter of building—around roof edge
- City Museum, 220 SW Main Street  
96 linear ft – C-9 LED Lamps - Lighting is around entire outside perimeter of building—around roof edge and down front corners on East side
- Fire Department Headquarters, 207 SE Douglas  
400 linear ft - C-9 LED Lamps - Lighting of the North, South and West sides of Building—around roof edge
- Chamber of Commerce Building, 220 SE Main Street  
350 linear ft - C-9 LED Lamps - Lighting is around entire outside perimeter of building—around roof edge.  
312 linear ft - C-9 LED Lamps - Fence line starting on south west back corner of the Chamber building to the north to end of fence.  
(NOTE: Chamber of Commerce Building is also the Historic Train Depot Building)

3.9 Trees tops: Exhibit A identifies 134 trees in the Downtown District that shall have LED, Warm White LED Warm White Mini Light Strings. (100-200 Linear Ft Per Tree depending on size of tree). Lights are to be installed starting at lowest branch up to the top of tree. The trees lining the street in front of City Hall, along

Green Street and by the Parking Garage are Locust trees. The trees lining the 3<sup>rd</sup> Street are Lacebark Elms (or Chinese elms). The Trees located in the City Hall Plaza are Locusts and Maples. The Trees located on SW Main Street between 3<sup>rd</sup> Street and the Amtrak Restroom building are Pear Trees. Please refer to Exhibit A Map--Lighting for Downtown Buildings and Trees of which identify the Downtown Trees to be lit. City will provide electrical whips to all trees.

Tree Bases: Exhibit A identifies 134 trees in the Downtown District that shall have LED, Warm White LED Warm White Mini Light Strings. (100 Linear Ft Per Tree depending on size of tree). Lights are to be wrapped around bottom of tree starting at the base of the tree up to the first branch. Please refer to Exhibit A Map--Lighting for Downtown Buildings and Trees of which identify the Downtown Trees to be lit. City will provide electrical whips to all trees.

- 3.10 Light Poles: Exhibit B identifies 62 light poles in the Downtown District that shall have 12 linear feet of green outdoor commercial grade Garland wrapped counter clockwise down each light pole and tied off with four or more heavy duty zip ties provided by the contractor. Exhibit B identifies 62 light poles in the Downtown District that shall have Red large Bows installed on each pole and tied off with two or more heavy duty zip ties provided by the contractor.
- 3.11 Inventory of City Owned Product: Contractor shall be responsible for doing a yearly inventory of the City owned lights and product that are stored. Upon award, a checklist should be created & maintained by the awarded Contractor. The list should properly identify the corresponding Contract line item number, quantity, description and condition of item. This list should be provided to Christal Weber, or appointed staff, on or before annual installation and again at the time of removal completion. The awarded Contractor shall return all City owed Christmas supplies within 15 days of the contract termination. The City reserves the right to invoice the successful bidder for all Christmas supplies not returned.
- 3.12 Contractor shall abide by all state, local and federal laws when performing work under Contract for the City of Lee's Summit. Per the City of Lee's Summit Code of Ordinances Section 7-300 identified below, the awarded bidder shall be in compliance with NFPA No. 70-2011 regarding all aspects of a Contract if awarded:  
**Sec. 7-300. - National Electrical Code adopted.** The 2011 edition of the National Electrical Code as published by the National Fire Protection Association (NFPA No. 70-2011) is hereby adopted and incorporated in this chapter as fully as if set forth herein, excepting only such parts or portions thereof as are specifically added or amended. (Ord. No. 7369, § 1, 10-3-2013. All Christmas lights under this Contract shall be UL Listed and installed per such listing and shall NOT be spliced together (this includes aftermarket cord caps) or otherwise modified. All Light Strands in this Contract shall be COMPLETE manufactured strands that plug into each other and shall not exceed the number of strands that can be plugged into each other per the Manufacturer's written instructions. All bulbs that are burnt out or damaged shall be replaced with new bulbs and the light sockets shall not be left empty. Any additional wiring shall be done to all currently adopted City and NEC codes.
- 3.13 Contractor shall not drive any vehicles or place heavy equipment on the City Hall plaza unless prior written approval is obtained. It is preferred that City Hall be done from the rooftop as there is adequate access to do so. Contractor shall not damage any City property, including but not limited to any walls, vegetation, sidewalks, walkways, lights, light poles, equipment decorations, displays, garlands, and artwork in the process of providing the services under this contract. If Contractor damages any City property, in whole or in part, Contractor shall, at Contractor's sole cost, repair and/or replace all damages property to its state prior to the damage and to the City's reasonable satisfaction within twenty-four (24) hours of the damage occurring. Contractor shall also report any and all damage to City property to Central Building Services within twenty-four (24) hours of the damage occurring. Contractor shall not charge the City for the cost of any such repairs and/or replacements. If Contractor fails to repair or replace any damages City property in accordance with this section, Contractor shall be in breach of this contract and the City, after providing seventy-two (72) hours' written notice of such default, may repair and/or replace the damaged property and may charge Contractor the City's reasonable and actual costs for such work. Upon receipt the City's invoice, Contractor shall remit payment within thirty (30) days.

# Option 2 – Everything in Option 1 plus Blingle Provides Brand New Lights

- 134 trees with estimated with 10 new 5mm strands
  - Each strand is 26 feet, total of 1,340 strands
- Buildings to be decorated – approximately 1,764 ft. of lights
- Maintenance of lights
  - Included for free (savings of \$2,000)

Total Project Cost for Option 2 - **\$87,854**



EXHIBIT C  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
ICON EVENT GROUP  
PROPOSAL FEES / COSTS

**SECTION B  
 FEE PROPOSAL**
**SECTION 1—BUILDINGS AND TREES AND LIGHT POLES**

The City desires bidders to bid all Sections 1-3 below and to award to one bidder. However, bidding all Sections in 4.0 is NOT a requirement of bid submittal. For any Sections or line NOT being bid, please indicate "NO BID" in any applicable line or section(s) where no bid is being submitted. All Pricing shall be in Accordance to Section 3.0 Specifications. All Pricing shall remain in effect for the stated contractual term. The work identified below is not guaranteed and is on an AS NEEDED basis. As identified in 3.3 Specifications, all MAINTENANCE pricing below shall INCLUDE the storage of City owned lights, garland, and bows.

PRICING TO INCLUDE INSTALLATION   MAINTENANCE   REMOVAL   STORAGE		
Item	Description	Cost Per Holiday Season
4.1	1,791 linear ft Building lighting and 312 linear ft fence lighting - per section 3.8 134 Tree Top and Base lighting - per section 3.9 62 lamp poles - 9ft Garland and Red Bows - per section 3.10	\$ <u>87,854</u>

**SECTION 2 – PURCHASE OF LIGHTS, GARLAND, BOWS and ADDITIONAL SERVICES as needed**

4.2	12 linear ft <b>Green</b> Commercial grade outdoor artificial garland per pole as determined by the City	\$ _____ each
4.3	Large <b>Red</b> bow for light pole as determined by the City	\$ _____ each
4.4	Warm White LED Mini Light Strands for trees Bidder- list Specifications of lights being bid (Must Indicate: If bulbs are removable, Bulb Spacing, and Watts per Bulb):	\$ _____ per linear ft
4.5	Warm White C-9 SMD LED Bulbs for Buildings and fence line Bidder- list Specifications of lights being bid (Must Indicate: If bulbs are removable, Bulb Spacing, and Watts per Bulb):	\$ _____ per linear ft
4.6	Additional service for Green Garland & Red Bows for light poles <b>NOTE:</b> This price is to be utilized if quoting new garland and bows for light poles not identified in Exhibit B or section 3.10	\$ <u>75</u> per pole
4.7	Additional Services for Warm White C-9 SMD Light strings for Buildings or Fencing. <b>NOTE:</b> This price is to be utilized if quoting new buildings not identified above OR if exact measurements exceed the estimated linear feet identified in Exhibit A or section 3.8	\$ <u>1.25</u> per linear ft
4.8	Additional Service for Warm White LED Mini Light Strings for Tree tops or Tree bases. <b>NOTE:</b> This price is to be utilized if quoting new trees not identified above OR if exact measurements exceed the estimated linear feet identified in Exhibit B or section 3.9	\$ <u>1.25</u> per linear ft

**SECTION 3 - ADDITIONAL INFORMATION**

4.9 If you are an Installer and not a Supplier, and if a Contract is awarded, would you be willing to provide your Supplier's Contact information with the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
4.10 For any other lights and items not listed here in Section 2, may the City contact you for quotations on such products?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.11 If you answered Yes to the above question, please identify any Discount from your Supplier's List Price that you would be willing to extend to the City, if applicable. List any other applicable discounts below or on a separate attachment	_____% Discount
4.12 If applicable, please identify your Mark-Up for lights and any other products on the City's order(s) for product:	_____% Markup
4.13 Please indicate Manufacturer's Product Warranty below:	
4.14 Please indicate Contractor's Warranty below: <b>Warranty included</b>	
4.15 If all 3 Sections are bid by your Company and awarded to your Company, will there be an additional Discount given to the City off of the Pricing you have identified in all Sections bid in 4.0 Pricing?	<input type="checkbox"/> Yes <input type="checkbox"/> No



4.16 If you answered Yes to the above question, please state any discounts off of your list price that will be extended.	____% Discount Section 1 ____% Discount Section 2 ____% Discount Section 3
4.17 What are your hourly rates for additional services as needed? <b>NOTE 1:</b> The City shall pay only this hourly rate, regardless of number of people on the Crew.  <b>NOTE 2:</b> Hourly rates shall ONLY be billed for one-time services OR additional services not specifically outlined in Section 3.0 Specifications.	\$ <u>n/a</u> Hourly rate for regular service \$ <u>n/a</u> Hourly rate for weekend or evening services after 5pm (if offered)
4.18 Please state your Company Hours of which Normal Service is available & any holidays that service is NOT available:  <p style="text-align: center;">_____ am to _____ pm _____ days/week</p>	
4.19 Please State Contact Person, telephone number, and email address for order placement & Customer Service:  Benjamin Tuimauga, 816-682-4038, hello@iegkc.com	