

**SERVICE CONTRACT**

This **SERVICE AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and Holiday Design Sisters (“Contractor”).

***WITNESETH:***

**WHEREAS**, City and Contractor desire to enter into a contract by which Contractor will provide the lease, installation, and removal of holiday lighting and pre-lit wreaths in the Mayor Vera Calvin Plaza and surrounding areas.

**WHEREAS**, City desires to compensate Contractor for Contractor’s services as provided herein.

**NOW, THEREFORE**, City hereby engages the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

**1. SCOPE OF SERVICES.**

See Exhibit A

**2. TERM.**

The term of this Contract upon execution shall be active until 09/30/2026

**3. COMPENSATION.**

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Contractor’s invoice for payment of same. The City shall pay Contractor an amount not to exceed Eighty-Nine thousand four hundred and fifty-one and 00 /100 dollars in accordance with the proposal incorporated herein as **Exhibit A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Exhibit A Scope of Services. In the event of partial performance the City shall pay Contractor for only the itemized tasks completed and delivered. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

**4. TERMINATION.**

4.1. Written Notice.

The City may terminate this Agreement at any time and for any reason by providing the other party with 90 days written notice of termination.

4.2. Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3. Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

**5. INDEMNIFICATION.**

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF**

**CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**6. MISCELLANEOUS PROVISIONS.**

6.1. **Right to Audit.** Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

6.2. **Independent Contractor.** It is expressly understood and agreed that Contractor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of *respondet superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.

6.3. **Government Function Clause.** All parties agree that this contract is one wherein the City is solely performing a governmental function.

6.4. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

6.5. **Records Retention.** To the extent Section 552.371 of the Texas Government Code applies to Contractor and the Agreement, in accordance with Section 552.372 of the Texas Government Code, Contractor must (a) preserve all contracting information related to the Agreement in accordance with the records retention requirements applicable to the City for the duration of the Agreement, (b) no later than the tenth business day after the date of the City's request,

provide to the City any contracting information related to the Agreement that is in Contractor's custody or possession, and (c) on termination or expiration of the Agreement, either (i) provide to the City at no cost all contracting information related to the Agreement that is in Contractor's custody or possession or (ii) preserve the contracting information related to the Agreement in accordance with the records retention requirements applicable to the Contractor. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and Contractor agrees that the Agreement may be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

6.6. **Non-Discrimination Covenant.** Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

6.7. **Assignment and Subcontracting.** Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

6.8. **Notice.** Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson  
City Manager  
Attn: Tommy Ludwig  
141 W. Renfro St.  
Burleson, TX 76028

Holiday Design Sisters		
Josie Jones		
1343 Foxglove Lane		
Burleson	TX	76028

6.9. **Governmental Powers.** It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

6.10. **No Waiver.** The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a

waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**6.11. Governing Law and Venue.** This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

**6.12. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**6.13. Force Majeure.** The City and Contractor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**6.14. Heading Not Controlling.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**6.15. Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

**6.16. Amendment and Modification.** No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

**6.17. Entirety of Agreement.** This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

**6.18. Signature Authority.** The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such

binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

- 6.19. **No Waiver of Governmental Immunity.** Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.
- 6.20. **Mandatory Ownership Disclosure Provision.** If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.
- 6.21. **Non-Exclusivity.** Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.
- 6.22. **No Third-Party Beneficiaries.** Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.
- 6.23. **Basic Safeguarding of Contractor Information Systems.** Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).
- 6.24. **Survivability.** The terms of this Agreement, which by their nature one would reasonably intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.
- 6.25. **Insurance: A.** The vendor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City will require:

- a. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- b. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - i. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

**6.26. Counterparts; PDF Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

**6.27. Mandatory Anti-Israel Boycott Provision.** Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- a. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- b. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- c. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- d. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and

otherwise in conformance with said statute. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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*The remainder of this page is left intentionally blank*



**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement:

**CITY OF BURLESON:**

Holiday Design Sisters

By: \_\_\_\_\_

By: Josie Jones

Date:

Date: 10/11/23

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney, Assistant City Attorney,  
or Deputy City Attorney

Exhibit A

INSERT SCOPE OF WORK

## Appendix A – Scope of Services

### 1. Scope of Services Description

The project includes the lease of lighting to be installed on 19 trees located along the Mayor Vera Calvin Plaza promenade (formerly Ellison Street) and 7 trees located in and around the Plaza.

Lighting installed on 19 trees along the Plaza’s promenade is expected to be warm LED lighting with an average of 800-1500 lights per tree.

Lighting installed on 7 “other” trees in various locations throughout the Plaza is expected to be warm LED lighting with an average of 2500-2800 lights per tree.

Roof lighting will also be required on the Plaza Stage, restroom, pavilion/shade structures, miniature water tower, Heritage Museum, and City Hall. The project also includes the lease and installation of four (4) pre-lit wreaths; two (2) 72” wreaths (around Burleson emblem on Plaza stage and front roof peak of City Hall building) and two (2) 48” wreaths (south facing peaks of stage and museum structures)

The leasing of “lighting” shall include light strands and all necessary equipment for the proper installation and operating functions of lighting including but not limited to: extension cords, timers, bracket devices, etc.

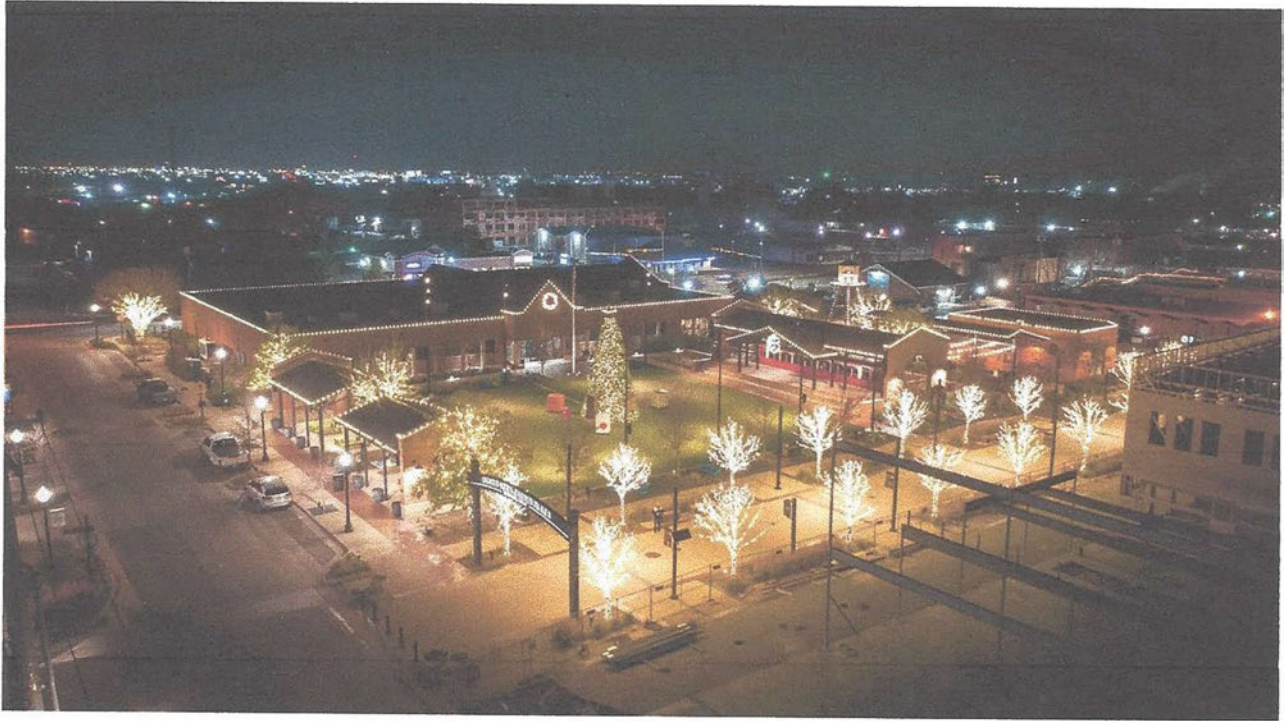
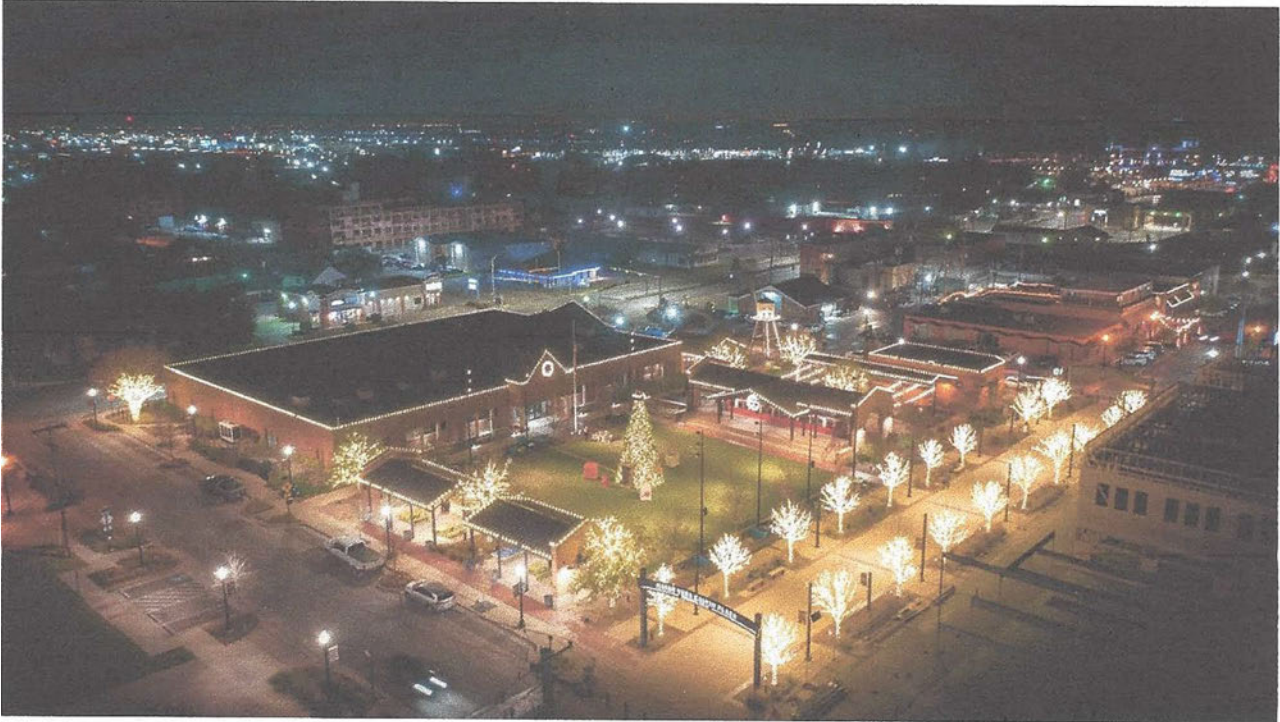
To view video footage of the 2022 display, please use the following link: [Christmas Drone Promo FINAL.mp4](#)

Please Note: Lighting above a portion of Warren St. shade structure/pavilion was not illuminated at time of drone recording, but is expected to be included within the project, as depicted in the photos.

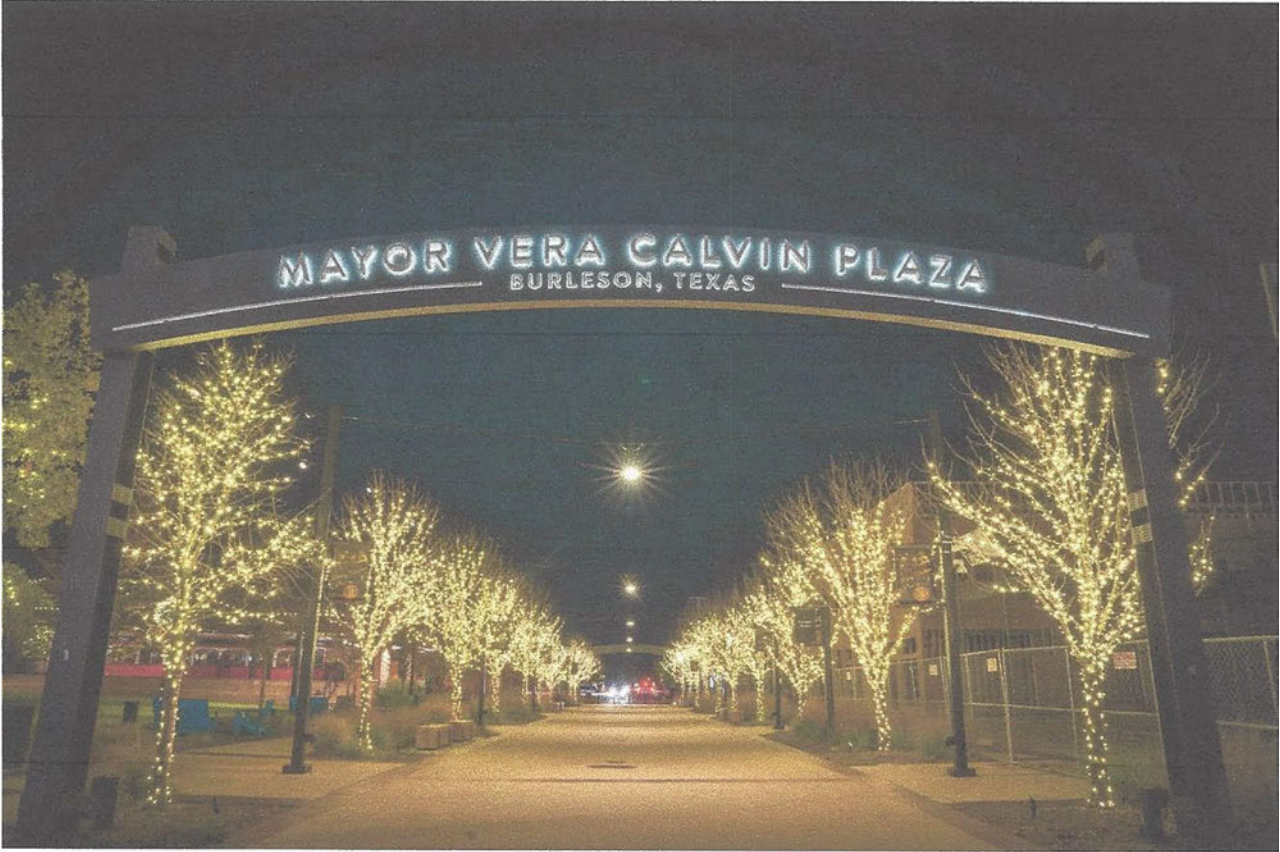
Photo examples of 2022 display:

A handwritten signature in black ink, consisting of two stylized, overlapping letters that appear to be 'J' and 'G'.

City of Burleson 2023-017  
Plaza Holiday Lighting



*JJ*



gg

## Appendix B – Proposal

**Submittal Checklist:** (To determine validity of proposal)

- Appendix B (Pages B-1 through B-3) must be included in the proposal submittal
- Appendix C Standard Terms & Conditions
- House Bill 89 Verification Form (public files in Bonfire)
- Form 1295 Certificate of Interested Party (Public files in Bonfire)
- W9 (Public files in Bonfire)

All proposals submitted to the City of Burleson shall include this page with the submitted Proposal.

**RFP Number:**

2023-017

**Project Title:**

Plaza Holiday Lighting

**Submittal Deadline:**

September 7, 2023 at 3:00 PM (CST)

**Submit Electronically\* to:**

<https://burlesontx.bonfirehub.com/login>

\* Requires email account login and password.

**Proposer Information:**

**Proposer's Legal Name:**

Holiday Design Sisters

**Address:**

1343 Foxglove Lane

**City, State & Zip**

Burleson Tx. 76028

**Federal Employers  
Identification Number #**

82-3552208

**Phone Number:**

6825594988

**Fax Number:**

**E-Mail Address:**

Josie @ HolidayDesignSisters.com

**Proposer Authorization**

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Josie Jones OWNER

Signature of Authorized Representative: Josie Jones

Signed this 5 (day) of Sept. (month), 2023 (year)

I learned of this Request for Proposals by the following means:

Newspaper Advertisement

Bonfire

Other

City of Burleson 2023-017  
Plaza Holiday Lighting

- C. All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.
- D. The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Holiday Design Sisters

Contract #: 2023 - Holiday Decor

Description: Holiday Lighting & Decor

Primary Contact (Name): Josie Jones

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 682 559 4988

Secondary Contact (Name): Ferri Turner

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 817 909 6095

After Hours emergency opening fee, if applicable: \$ Ø

E. Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**Yes, Others can purchase purchase**                       **No, Only the City can purchase**



August 24, 2023

Good afternoon,

A pre-bid meeting for City of Burleson ITB 2023-017 Mayor Vera Calvin Plaza Holiday Lighting has been scheduled for Tuesday, August 29, 2023 at 10:00AM CST. It will be held onsite at 141 W Renfro St. Burleson, TX 76028.

This pre-bid meeting is not mandatory, but strongly encouraged. Any questions must be submitted in writing through Bonfire, and will be answered with a formal addendum. The deadline to submit questions is Thursday, August 31, 2023 at 10:00AM CST.

Any questions regarding the pre bid meeting should be emailed to [purchasing@burlesontx.com](mailto:purchasing@burlesontx.com).

Best regards,

Andrea Anderson  
Purchasing Agent







## Reference List

<u>Name</u>	<u>Company</u>	<u>Project Name</u>	<u>Phone</u>	<u>Email</u>
Bruce Brooks	5 <sup>th</sup> Ave Greenhouses	TCU Campus Sundance Square City of Grapevine	817-797-5126	Bruce@fagreenhouses.com
Jason Brown	City of Richland Hills	The Link Recreation Center	(817) 616-3775	JBrown@richlandhills.com
JR Holcomb	Hillwood Properties	Alliance Town Center	817-999-3254	Jr.Holcomb@hillwood.com
Justin Sanders	Texas Health Harris Hospital	1301 Pennsylvania Ave Fort Worth TX.	979-777-1813	<a href="mailto:Justin.Sanders@texashealth.org">Justin.Sanders@texashealth.org</a>
Megan Rhoades	Texas Health-Huguley Hospital – Advent Health	11801 South Frwy Burleson TX.	817-228-5591	Megan.Rhoades@adventhealth.com
Lori Feste	The Rosewood Corporation	Various Properties in Dallas, TX.	214-849-9127	Lfeste@rosewood.com
Debi Carr	Jones Lange LaSalle	7300 SH 121 McKinney TX. (Interior Décor)	972-473-2525	Debi.Carr@am.jll.com

Holiday Design Sisters  
 1343 Foxglove Ln.  
 Burleson TX. 76028

**Holiday Design Sisters**

1343 Foxglove Lane  
Burlson, TX 76028 US  
(682) 559-4988  
Josie@HolidayDesignSisters.com  
www.HolidayDesignSisters.com



**Estimate**

**ADDRESS**

Joni Van Noy  
City of Burlson  
Attn: City Manager  
141 W. Renfro St.  
Burlson, TX 76028

**SHIP TO**

Joni Van Noy  
City of Burlson  
Attn: City Manager  
141 W. Renfro St.  
Burlson, TX 76028

**ESTIMATE #** 1119

**DATE** 09/05/2023

**EXPIRATION** 10/16/2023

**DATE**

DESCRIPTION	QTY	UNIT COST	AMOUNT
Tree Lighting: Promenade Provide and install LED Warm White mini lights to 19 trees. Lighting up trunk into branches. Average of 1500-2,000 lights per tree. Please Note: Trees have grown over the years and require additional lights thus reason for increase on this line item.	1		
Tree Lighting: (7) Other Trees: Provide and install LED Warm White mini lights to 6 Live Oak trees and 1 Crepe Myrtle tree. Lighting up trunk into branches. Average of 2500-2800 lights on each tree.	1		
Roof Lighting: City Hall Provide and install LED Warm White C9 lights to 360 degree perimeter of roof line.	1		
Roof Lighting: Train/Stage Provide and install LED Warm White C9 lights to 360 degree perimeter of roof line.	1		
Roof Lighting: Museum Provide and install LED Warm White C9 lights to 360 degree perimeter of roof line.	1		
Roof Lighting: Pavilion/Shade Structure Provide and install LED Warm White C9 lights to 360 degree perimeter of roof line.	1		
Water Tower: Provide and install LED Warm White C9 lights to perimeter of roof line and lighting to legs of Tower. Please Note: HDS did not previously charge for lighting on the legs in 200-2022 as we added them on at the request of the City. Thus reason for price increase.	1		

The pricing above is the per year cost. All material and labor will be provided. Pricing includes custom design, installation and prompt takedown and storage. Pricing includes applicable sales tax.

Thank you for the opportunity to bid your Holiday Decor.

DESCRIPTION	QTY	UNIT COST	AMOUNT
Roof Lighting: Restroom Provide and install LED Warm White C9 lights to 360 degree perimeter of roof line.	1	██████	██████
Pre-Lit LED Wreath: Provide and install a 72" Pre-Lit LED Wreath with Red and Gold Structural bow to front of City Hall.	1	██████	██████
Pre-Lit LED Wreath: Provide and install a 72" Pre-Lit LED Wreath with Red and Gold Structural bow to Burleson Emblem at front of stage.	1	██████	██████
Pre-Lit LED Wreath: Provide and install a 48" Pre-Lit LED Wreath with Red and Gold Structural bow to South facing peaks of the Stage and Museum structures.	2	██████	██████

Pricing includes: All materials, installation, proactive maintenance throughout season, takedown and storage.

<b>SUBTOTAL</b>	29,817.00
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$29,817.00</b>

HDS will do a two times a week check of property to ensure all in working order. HDS will be responsible for all lights pursuant to this contract. HDS will respond and resolve service calls within 48 hours.

Terms: 50% of total contract due upon contract executions. Remaining 50% due upon installation completion.

Accepted By

Accepted Date

The pricing above is the per year cost. All material and labor will be provided. Pricing includes custom design, installation and prompt takedown and storage. Pricing includes applicable sales tax.

Thank you for the opportunity to bid your Holiday Decor.



## **City of Burleson RFP 2023-017 Plaza Holiday Lighting**

### **Appendix B- Proposal**

**A. Qualifications/Relative Experience:** The Holiday Design Sisters are passionate about decorating. We love to bring ideas to life, while capturing the beauty of the season. With experience in large commercial interior and exterior designs as well as small business spaces, college campuses, hospitals, medical offices and salons, no job is too big or too small for us. From traditional to contemporary we will create the perfect feel for your space. Only using the highest quality trees, ornaments, wreaths, garland, lights, and everything in between. Josie and her exterior crews have been together since 2007 and together they have seen and installed it all! From a 50 ft. frame tree in the middle of the Dallas' skyline, to a giant 12 ft. wreath installed on the side of a building 15 stories above. Since 2016, the Holiday Design Sisters have been bringing the holidays to life to the entire TCU Campus, Texas Tech in Lubbock, many Shopping Centers in the DFW Metroplex, City of Richland Hills, City of Grapevine and most notably Sundance Square in Fort Worth. We were also the first commercial decorator to provide lighting and décor to the Mayor Calvin Plaza. We have been so proud of this project as it's in our own backyard in our town, that we love! It has been a joy for us to walk through the Plaza during the holidays and see everyone taking selfies with the lighting in the background, bringing family and friends to see our real-life Hallmark Movie Set.

City of Burleson- Mayor Calvin Plaza 2022





TCU Student Union 2022- Christmas tree, tree lighting and roof lighting by Holiday Design Sisters



TCU Campus 2022- All tree lights, Christmas tree and bistro overhead lighting by Holiday Design Sisters





City of Grapevine- 45 ft. Live Christmas Tree



Sundance Square Fort Worth- 55 ft. Live Christmas Tree





**B. Response Time:** Holiday Design Sisters' proactive maintenance plan includes (at no additional charge) nightly checks of the property a minimum of twice a week, and repairs within 48 hours weather permitting.

However, since we are local, we found ourselves at the Plaza more than that each week. We reset GFI's, reset timers- that had been unplugged or tampered with by visitors to the plaza, we encountered roof lighting on the shade structure/pavilion and even stage, that cornhole bags had been thrown on the roof therefore causing a bulb to be misplaced or damaged. We dispatched a crew out the next morning to repair these areas. All this to say that I believe we have a proven record of being responsive during the crucial holiday season. We are always a text or email away!

**C. Rates and Expenses:** The full proposal with line-item pricing is included in this bid submittal. All material, labor for installation, takedown and storage is included in our estimate.

The estimated time it will take to complete the installation of all tree lights, roof lighting and wreaths is 4 weeks. The estimated time for takedown of all areas is 3 weeks. We can install and takedown within the time frame the city is requesting.

**D. References:** Our reference sheet is included in our bid submittal.

**E. Additional Terms:**

Summary of Costs:

Year 1 - \$29,817

Year 2 - \$29,817

Year 3 - \$29,817

Holiday Design Sisters can start installation by October 16th of each year and should be completed with installation no later than November 23rd of each year. All decorations should be taken down by January 31st of each calendar year.

Respectfully Submitted:

*Josie Jones*

Holiday Design Sisters

Owner