

CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 20_____, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **Lite Designs & Guttering, LLC** hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Holiday Extravaganza Lighting Program to be completed for the City located in the City Park.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the proposal/bid from the Contractor dated August 12, 2025, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project including the Notice to Bid, Specifications and Bid Sheet are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$11,853.20 in 2025; \$12,445.86 in 2026; and \$13,068.15 in 2027

Eleven thousand eight hundred fifty-three dollars and twenty cents in 2025; Twelve thousand four hundred forty-five dollars and eighty-six cents in 2026; and Thirteen thousand sixty-eight dollars and fifteen cents in 2027.

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

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CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

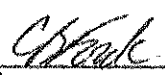
ATTEST:

Liza Walker, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Lite Designs & Guttering
Contractor Name


Signature

C. B. Fork
Printed Name

Owner
Title

ATTEST:

Signature

Printed Name

**CITY OF JACKSON, MISSOURI
HOLIDAY EXTRAVAGANZA LIGHTING PROGRAM
SPECIFICATIONS AND PROPOSAL DOCUMENTS**

These Specifications are included in and are a part of the Proposal Documents for this program.

SCOPE OF WORK: The Holiday Extravaganza Lighting Program is a lighting installation and maintenance program in the Jackson City Park to illuminate approximately 109 trees, 14 utility poles, one pavilion, one driving bridge, and one pedestrian bridge (over Hubble Creek) in the City Park during the Christmas holiday season for a term of three consecutive years. Also included is lighted garland to be displayed on the ramp rail of the pedestrian and driving bridges. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program.

LOCATION OF WORK: The lighting display area begins at the park entrance by the swimming pool (at the intersection of N. High St. and W. Independence St.) and extends along Parkview St. to N. Union Ave. to the west. See Exhibit A for the Location Map.

OWNERSHIP OF MATERIALS: The City is the owner of all materials needed for the program, such as lights, timers, and power cords.

LIGHTS AND POWER CORDS: The lights used on this program shall be LED-type capable of producing multiple colors and approved by the Parks & Recreation Director prior to the Contractor's installation each year. Power cords shall be sufficient to carry the required current of the lighting system and suitable for outdoor/wet weather conditions, as required by the National Electric Code.

ELECTRICAL SOURCE AND CONNECTIONS: All power cords shall be plugged into electric pedestal boxes provided by the City. All lights shall be connected in a manner so that one or more sections of tree lights can be turned on and off, while keeping the overall amount of on and off switches down to a limited number.

DAMAGE DUE TO MAJOR ACTS OF VANDALISM: Should major or severe damage occur to the lighting system due to acts of vandalism; the Contractor shall replace all damaged parts of the system with identical or similarly equivalent material. All replacement parts shall be approved by the Parks & Recreation Director prior to purchase by the Contractor. The City shall pay the Contractor the cost of said replaced parts and labor associated with replacement without any additional price mark ups. However, any minor damage to the system, such as animal-related damage and normal wear and tear of the materials, the Contractor shall replace all damaged parts with identical or similarly equivalent material at no additional cost to the City.

WORK DAYS/TIMES: Although typical City agreements state that all work shall be performed during the work week of Monday through Friday from 6:00 a.m. through 6:00 p.m., it is understood this is a highly specialized outdoor lighting Program and that some night, Saturday, Sunday, and holiday work on the Program will need to be performed by the

Contractor. It is anticipated that work will generally be performed between the hours of 6:00 a.m. and 10:00 p.m. daily. The Contractor will work with the Parks & Recreation Director on the daily coordination of work hours on this Program.

TIMING OF HOLIDAY DECORATION: The Contractor shall have all decorations installed prior to the Thanksgiving Day holiday of each year so that the City may have a lighting ceremony (the Flip the Switch event) on the weekend of Thanksgiving each year. The Contractor shall take down, remove, and store all materials as soon after January 1st as the weather permits.

FLIP THE SWITCH CEREMONY: The Contractor shall send at least two (2) representatives to attend and be available throughout the duration of the JCOB annual Flip the Switch Ceremony, which is held sometime on Thanksgiving weekend, to ensure the lighting system is ready to operate and to troubleshoot any potential problems that may arise during said event.

DESIGN OF DISPLAY: The Contractor shall be responsible for using its expertise and training to install and maintain the lighting display in the manner most aesthetically pleasing in the Contractor's expert opinion and subject to the approval of Parks & Recreation Director of the City. The Contractor shall install the lighting system to meet the requirements of the National Electric Code, and that system is suitable for continued use in outdoor/wet weather conditions.

NOT-TO-EXCEED CONTRACT PRICE: The Contractor shall furnish all labor, equipment, and materials for the Program and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to the Contractor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon the individual unit price values provided to the City by the Contractor on the proposal sheet, subject to the approval of the Parks & Recreation Director.

NO GUARANTEE OF WORK: Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the Contractor for any certain period of time. In addition, the City shall not be liable for damages to the Contractor in the event that the City does not use any services proposal herein.

RETURN OF MATERIALS DUE TO TERMINATION: In the event the City terminates the contract for the program, all lights, equipment, and materials owned by the City shall be immediately returned to the City.

ADDITIONAL WORK: The City reserves the right to negotiate with the Contractor for the lighting of additional park features and areas, such as trees, utility poles, pavilions, etc.

COMMUNICATIONS: The Contractor shall be responsive to City communications via phone, text, email, or in person.

PERMITS AND LICENSES: The Contractor shall, at its own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED: The Contractor shall at all times observe and comply with the National Electric Code, all Federal and State Laws and regulations, and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor is, by careful examination, satisfied as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

PROTECTION OF WORK AND PROPERTY: Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

TERM OF AGREEMENT: The term of this agreement shall be for three Christmas holiday seasons with the first season beginning on the Thanksgiving weekend of 2025 and with the final season terminating in January of 2028.

PAYMENT: The Contractor shall be paid as follows:

- (a) Fifty percent paid on or before November 25 of each year.
- (b) Fifty percent paid prior to January 15 of each year.

REQUIRED INSURANCE: Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to services provided under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for

whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

No provision of this agreement shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

BID SHEET: The Contractor must prepare and submit a completed Bid Sheet. By signing, the contractor acknowledges the agreement with the general specifications, conditions, and contract requirements.

QUALIFICATIONS: To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

CHOICE OF LAWS AND VENUE: This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may not be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

EXHIBIT INDEX

EXHIBIT A – Location Map



Holiday Extravaganza Lighting Program 2019
Location Map

3/26/2019 jls