

**CITY OF PALM DESERT  
MAINTENANCE SERVICES AGREEMENT  
SEASONAL LIGHTING AND DECOR**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **17th** day of **NOVEMBER, 2022** by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California ("City") and **THE CHRISTMAS KINGS, dba SOUTHERN CALIFORNIA LIGHTING, INC., a CORPORATION** with its principal place of business at **31500 GRAPE STREET, SUITE 3-233, LAKE ELSINORE, CA 92532** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the **SEASONAL LIGHTING AND DÉCOR PROGRAM – PROJECT NO. 775-24** ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.1.2 Term.** The term of this Agreement shall be from **JULY 1, 2023, to JUNE 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **SHAWN MUIR, SENIOR MANAGEMENT ANALYST**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Mathew Kronquist, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services,

including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

(a) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(b) Pay on behalf of wording as opposed to reimbursement;

(c) Concurrency of effective dates with primary policies; and

(d) Policies shall "follow form" to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

(E) Fidelity Coverage. Reserved.

(F) Cyber Liability Insurance. Reserved.

(G) Pollution Liability Insurance. Reserved.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract.

City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits

maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The



surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or

warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000.00)** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

**3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

**THE CHRISTMAS KINGS  
dba SOUTHERN CALIFORNIA LIGHTING, INC.  
31500 GRAPE STREET  
SUITE 3-233  
LAKE ELSINORE, CA 92532**

**City:**

City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260-2578  
Attn: Shawn Muir, Senior Management Analyst

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from

any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PALM DESERT  
AND THE CHRISTMAS KINGS dba SOUTHERN CALIFORNIA LIGHTING, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF PALM DESERT**

**THE CHRISTMAS KINGS dba SOUTHERN CALIFORNIA LIGHTING, INC.**

By:   
Todd Hileman (Nov 29, 2022 16:21 PST)  
L. TODD HILEMAN  
CITY MANAGER

By: Mathew Kronquist  
Its: President

Printed Name: Mathew Kronquist

ATTEST:

By:   
Anthony Mejia (Nov 29, 2022 16:46 PST)  
ANTHONY J. MEJIA  
City Clerk

By: Melissa Kronquist  
Melissa Kronquist (Nov 29, 2022 15:06 CST)  
Its: Secretary

Printed Name: Melissa Kronquist

APPROVED AS TO FORM:

By: Robert Hargreaves  
Robert Hargreaves (Nov 29, 2022 16:08 PST)  
Best Best & Krieger LLP  
City Attorney

Contractor's License Number and Classification

DIR Registration Number (if applicable)

QC: mgs  
BONDS: MN

Insurance:

M.R.  
Initial Review

JB  
Final Approval



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**A. GENERAL INFORMATION**

For the purposes of this RFP, Proposers are asked to submit proposals for the following scope of work, including the design, installation, maintenance, removal, and storage of the following:

1. **El Paseo Seasonal Lighting** for trees located in the medians along the El Paseo Business Corridor, between Portola Avenue and Monterey Avenue. All Washingtonia filifera (California Fan Palms); Washingtonia robusta (Mexican Fan Palms); and hardwood trees (with a tree canopy beginning at approximately five (5) feet from top of grade and higher), shall have trunks wrapped with a commercial grade light emitting diode ("LED") string lights spaced no more than six (6) inches apart. And according to the approved design by the successful Proposer, canopy lighting shall include a mix of LED lights and icicle lights, or approved equal. Lighting used in previous years will be provided by the City to be used at the discretion of the Proposer. All tree lighting on El Paseo to be a matching color in the warm white spectrum. All lighting to be installed by October 1 and remain fully functional through January 1 of each year.
2. **El Paseo Seasonal/Holiday Décor** for the El Paseo medians at the entrances to the El Paseo Business Corridor, located West of Portola Avenue and East of Monterey Avenue. The décor should be located near or designed to highlight the monument signs in the median. All décor must be installed by the Wednesday of the week prior to Thanksgiving, and remain fully functional through January 1, each year.
3. **City Hall Holiday Lighting** for the exterior of the City Hall along the perimeter of the City Hall buildings included on Attachment 1. Examples of desired lighting may include but are not limited to string lights and/or projection lighting. Additional lighting and/or décor may be on trees or lawn around the Council Chambers on Attachment 1. All lighting and décor must be installed by the Wednesday of the week prior to Thanksgiving, and remain fully functional through January 1, each year.
4. **Additional Areas as Determined in the Future.** There are several other buildings and facilities within the City that are being considered for Seasonal Lighting. If these are added to the scope of work, the Contractor shall submit material options for City review prior to purchasing. The City will reimburse Contractor cost of the material with an allowable 15% markup. Receipts will need to be supplied to the City.

The work to be done consists of furnishing all labor, materials, necessary tools and machinery, supervision, storage space, and all utility and transportation services required for the completion of this Scope of Work. No additional compensation shall be allowed therefor. The Proposer by submitting such proposal acknowledges that they have familiarized themselves with the current site conditions and verified information provided by the City. It is the responsibility of the Proposer to promptly bring to the attention of the City discrepancies, omissions, ambiguities, and requirements likely to cause disputes between trades and similar matters. When appropriate, Addenda will be issued by the City.

## B. TASKS AND CONTRACT DELIVERABLES:

The Proposer shall:

- Conduct a project kickoff design meeting with City staff to refine and clarify the project's objectives and schedule. City supplied materials will be provided at that time.
- Provide all commercial grade light emitting diode ("LED") string lights.
- Repair or replace any installed nonfunctional lights within twenty-four (24) hours of discovery or notification by City staff.
- All products shall be purchased for or leased to the City for the entire term of the contract.
- All tree string lighting on trunks of palm and hardwood trees to be spaced no more than 6 inches apart.
- Install all lights on trees with zip ties only, no nails are to be used. Staples may be selectively used with prior authorization of the City.
- No drilling or screws shall be used for the installation of lighting or décor without prior authorization of the City. The City may, at its own discretion, elect to install fastening mechanisms on buildings.
- Use only graffer tape, or approved equal, for cords (color and brand to be approved by the City).
- All cords in turf must be buried to prevent mower damage. Contractor to ensure turf is not unnecessarily damaged during the installation and removal of the cords.
- All electrical connections must be covered to minimize overhead sprinkler damage.
- Have samples of all decorations pre-approved by City staff prior to installation.
- Be professional and utilize appropriate methods and equipment considered to be acceptable and industry standard.
- Provide the City with a safety and traffic plan at least two (2) weeks prior to work being performed. Work will not be allowed to commence without an approved traffic plan and valid Encroachment Permit. Workers to wear Personal Protective Equipment when installing lights or working in the medians.

## C. LIGHTS FURNISHED

To assist the Proposer in fulfilling the terms of this Agreement, the City agrees to furnish the following:

1. All lighting and decorations for project startup in Year 1 of the Agreement.
2. All City owned string lights used for the 2022-23 El Paseo Seasonal Lighting of hardwood and palm trees, to be used at the Proposer's discretion.
3. When replacement lights are needed, Contractor to submit material options for City review prior to purchasing. The City will reimburse Contractor cost of the material with an allowable 15% markup. Receipts will need to be supplied to the City.

#### D. FUNCTIONS AND TIMING

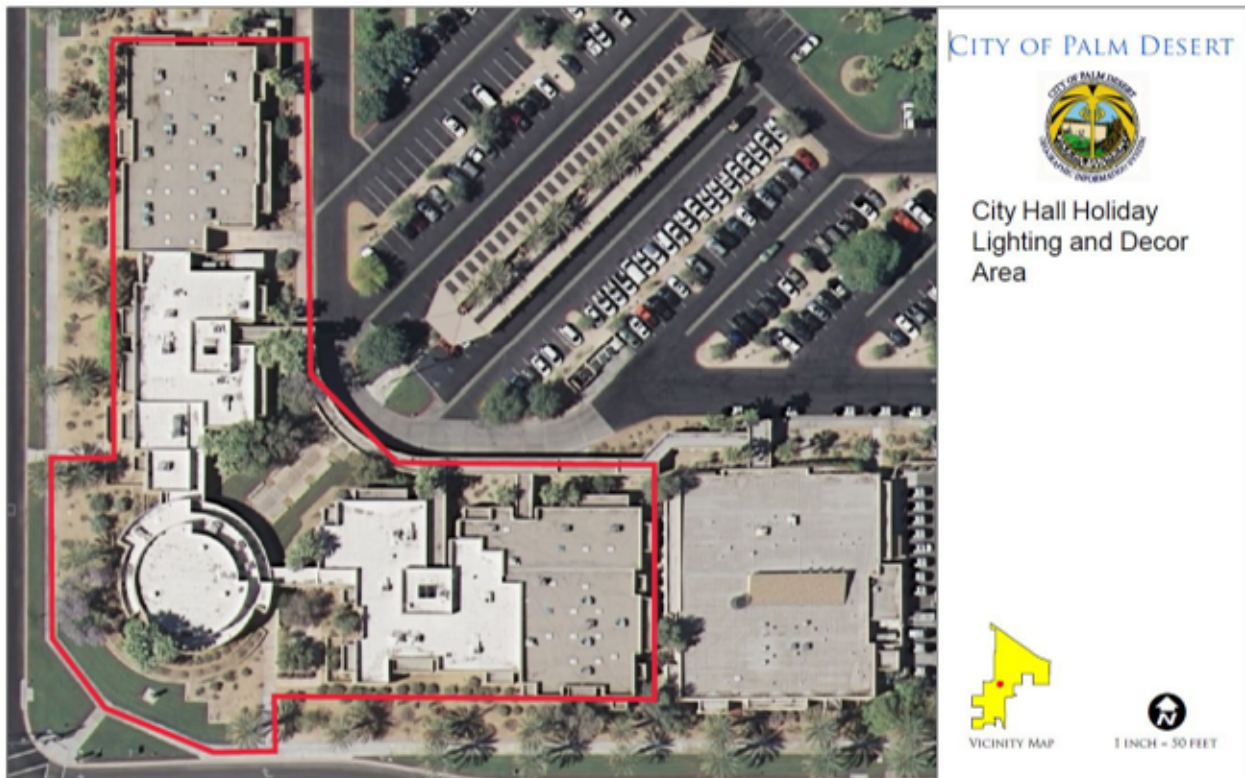
It is anticipated the agreement resulting from this solicitation, if awarded, will be a fixed-price contract for a five-year term effective July 1, 2023, through June 30, 2028, with three (3) one-year optional extensions at the City's discretion and based on Contractor's performance and mutual agreement. Contractor may request a CPI increase as noted in the Agreement.

During the contracted term the Proposer shall perform the following functions:

- Conduct a meeting annually prior to lighting/décor installation to discuss objectives and schedule.
- Provide storage for all lighting and décor when not in use, during the term of the Agreement at the Contractor's expense.
- For the El Paseo Seasonal Lighting of the trees located in the medians along the El Paseo Business Corridor, from Portola Avenue to Monterey Avenue, the Proposer shall:
  - Inspect existing timer and Ground Fault Circuit Interrupters (GFCI) at each tree in the medians annually prior to installation one (1) time. Notify the City in a timely manner to accommodate the repair as to not impact the mandated schedule.
  - Set up and wrap lighting at each specified tree one (1) time annually on a date prior to October 1, scheduled in advance with City staff.
  - Remove all wrapped lighting at each tree one (1) time annually on a date prior to Memorial Day, scheduled in advance with City staff.
  - Inspect night operation weekly during lighting season. Any lights found to be nonfunctional shall be repaired or replaced within 24 hours. Any timers, or GFCI found to be nonfunctional shall be reported to City Staff immediately.
- For the El Paseo Seasonal/Holiday Decor for the medians at the entrances to the El Paseo Business Corridor, located West of Portola Avenue and East of Monterey Avenue, the Proposer shall:
  - Inspect existing timer and GFCI at each tree in the medians annually prior to installation one (1) time. Notify the City in a timely manner to accommodate the repair as to not impact the mandated schedule.
  - Install décor one (1) time annually on a date prior to the Wednesday of the week prior to Thanksgiving, scheduled in advance with City staff.
  - Remove all decor one (1) time annually on a date between January 1 and January 10, scheduled in advance with City staff.
  - Inspect night operation weekly during lighting season. Any lights found to be nonfunctional shall be repaired or replaced within 24 hours. Any timers, or GFCI found to be nonfunctional shall be reported to City Staff immediately.
- City Hall Seasonal/Holiday Lighting and/or Decor for exterior of City Hall, the Proposer shall:

- Inspect existing timer and GFCI at each tree in the medians annually prior to installation one (1) time. Notify the City in a timely manner to accommodate the repair as to not impact the mandated schedule.
- Install lighting and décor one (1) time annually on a date prior to the Wednesday of the week prior to Thanksgiving, scheduled in advance with City staff.
- Remove all decor one (1) time annually between January 1 and January 10, scheduled in advance with City staff.
- Inspect night operation weekly during lighting season. Any lights found to be nonfunctional shall be repaired or replaced within 24 hours. Any timers, or GFCI found to be nonfunctional shall be reported to City Staff immediately.

**Attachment 1 – CITY HALL Holiday LIGHTING AND décor AREA**



**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

The term of this Agreement shall be from **JULY 1, 2023, to JUNE 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**EXHIBIT "D"**

**COMPENSATION**

**[SEE ATTACHED PROPOSAL]**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each fiscal year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties over the past 12 months.



City of Palm Desert  
PW - Operations & Maintenance  
Andy Ramirez, Deputy Director  
73-510 Fred Waring Drive, Palm Desert, CA 92260

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**PROPOSAL DOCUMENT REPORT**  
RFP No. 2022-RFP-142  
Seasonal Lighting and Décor Program  
RESPONSE DEADLINE: October 14, 2022 at 2:00 pm  
Report Generated: Friday, October 14, 2022

## The Christmas Kings Proposal

### CONTACT INFORMATION

**Company:**

The Christmas Kings

**Email:**

support@thechristmaskings.com

**Contact:**

Mathew Kronquist

**Address:**

31500 GRAPE ST SUITE 3-233  
LAKE ELSINORE, CA 92532

**Phone:**

(951) 402-2000

**Website:**

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

**Submission Date:**

Oct 12, 2022 1:47 PM

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

### 1. Proposal (WITHOUT COST)\*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized, and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

#### A. Cover Letter

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

#### B. Experience and Technical Competence

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

#### C. Firm Staffing and Key Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.



3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

**D. Proposed Method to Accomplish the Work**

1. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

PALM\_DESERT\_RFP\_RESPONSE\_(1).pdf

**2. Non-Collusion Declaration\***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

**3. Type of Business\***

S Corporation (if corporation, two signatures are required)

**4. Litigation\***

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

**5. Changes to Agreement\***

The City standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City's decision to enter into an Agreement.

N/A

**6. No Deviations from the RFP\***

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

The addition of 20 Spritzers around the monument signs to be included in the RFP as requested for an additional enhancement

**7. Project Team Resumes\***

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Resume\_1.png Resume\_2.png

**8. List the Signatory(s) Authorized to Sign and Bind an Agreement.\***

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

Mathew Kronquist

President

31500 grape st. unit 3233 lake elsinore ca 92532

mat@thechristmaskings.com

951-454-9777

Melissa Kronquist

Secretary

31500 grape st. unit 3233 lake elsinore ca 92532

melissakronquist@gmail.com

951-265-1113

9. **Certification of Proposal:** The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.\*

Confirmed

**PRICE TABLES**

**SEASONAL LIGHTING PRICE SHEET**

Costs for startup of program including purchase of lighting and décor, installation, traffic control and storage.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Initial Startup Materials (Year 1 only)	1	maximum cost	\$5,000.00	\$5,000.00
2	El Paseo Seasonal Lighting Annual Cost	5	per year	\$58,000.00	\$290,000.00
3	El Paseo Seasonal/Holiday Décor Annual Cost	5	per year	\$2,000.00	\$10,000.00
4	City Hall Holiday Lighting Annual Cost	5	per year	\$8,000.00	\$40,000.00
5	Mid-Year Materials Replacement	5	maximum cost	\$5,000.00	\$25,000.00
<b>TOTAL</b>					<b>\$370,000.00</b>

**EXTRA WORK**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Installer	1	hour	\$70.00	\$70.00
2	Supervisor	1	hour	\$90.00	\$90.00
3	Designer	1	hour	\$0.00	\$0.00
4	Specialty / Rental Equipment	1	hour	\$0.00	\$0.00
5	Additional Storage	1	year	\$0.00	\$0.00



# City of Palm Desert

## Seasonal Lighting and Decor Program

Response

The Christmas Kings  
10/11/2022

# Firm Introduction

The Christmas Kings is a full service holiday lighting and decor company. Started in 2005, we pride ourselves on providing elite services to our customers and stay at the leading edge with innovation and technologies. The Christmas Kings installs holiday lighting for municipalities, malls, hotels, casinos, and more.

Our team is highly skilled and trained on best practices for our industry. Safety is at top of mind during all processes. We pay attention to detail and provide great customer service and communication for our clients along the way.

The Christmas Kings has successfully designed and installed the lighting display for the city of Palm Desert for the past 4 years and would love to install the display for many more to come.

## Firm Information / Executive Summary

The account manager for this project will be Mathew Kronquist, Mathew will be responsible for bid completion, planning, execution, quality control, communication throughout the process, removal and wrap up. Mathew Kronquist has 17 years experience in the industry and consults / trains other lighting companies and franchises on best practices.

Sean Skog, General Manager, will also be assigned to the project as lead installer and operations oversight. Sean will also be responsible for the light show programming and implementation. Sean Skog has been in the event industry for over 10 years with advanced lighting and equipment training in the past 5 years.

Mathew Kronquist

951-454-9777

[Mat@thechristmaskings.com](mailto:Mat@thechristmaskings.com)

31500 grape st. 3233 lake elsinore ca 92532

Sean Skog

951-385-3149

[Sean@thechristamskings.com](mailto:Sean@thechristamskings.com)

31500 grape st. 3233 lake elsinore ca 92532

# EXPERIENCE & TECHNICAL COMPETENCE

## Firm Information / Executive Summary

The Christmas Kings is a full service holiday lighting and decor company. Started in 2005, we pride ourselves on providing elite services to our customers and stay at the leading edge with innovation and technologies. The Christmas Kings installs holiday lighting for municipalities, malls, hotels, casinos, and more.

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The Christmas Kings has successfully designed and installed the lighting display for the city of Palm Desert for the past 4 years and would love to install the display for many more to come.

## Firm General Qualifications & References

1. City of Redlands, Erik Reeves, (909)203-9864 [ereeves@cityofredlands.org](mailto:ereeves@cityofredlands.org)  
Contract dates 2017 - 2022  
Holiday lighting for the city, permanent lighting for the city, art installations
2. City of Laguna Beach, Dan Meehan, (949)707-2686, [dmeehan@lagunahillsca.gov](mailto:dmeehan@lagunahillsca.gov)  
Contract dates - 2019 - 2023  
Holiday lighting In the city, Lighting trees, buildings and installing decor & light show
3. Ladera Ranch Community, Christopher Crowley, (949) 355-4175,  
[Christopher.Crowley@fsresidential.com](mailto:Christopher.Crowley@fsresidential.com)  
Contract dates - 2020 - 2023  
Holiday Lighting for the community monuments, trees, and building lighting



# Firm Staffing & Key Personnel

## Staffing

### **Account Manager: Mathew Kronquist**

Responsible for city contact, communication and coordination, logistics and planning

### **General Manager: Sean Skog**

Responsible for coordination of equipment and staff, job jackets and understanding of the project, onsite safety and deployment of staff, product as well as quality assurance.

### **Groundwork Supervisor: Andrue Ordonez**

Responsible for safety and daily objectives, overall execution of the installation

### **Arial Supervisor: Trevor Romaine**

Responsible for safety and daily objectives, overall execution of the installation of all aerial work done in boom lifts.

### **Install Crew:**

The Christmas Kings has a staff of year around workers that have been working with us for years. Several of our staff has been assigned to this specific project for the past several years and we are very familiar with the intricacies of it.

### **Subcontractors: Advanced Holiday Lighting (AHL)**

The Christmas Kings has assisted many of its former staff to start their own companies. AHL is one of those companies, and will be our partner in this and many other projects throughout the area. AHL will be used as support labor.

# Proposed Method

The approach from a management perspective: Scheduling and communication will be addressed and confirmed months in advance. Management will be in continual communication as necessary with our onsite contact to ensure we work around tree trimming and landscaping projects in the planned area. Mathew and Sean are very accessible and will provide key leads with our personal cell numbers and emails for 24 hr communication if necessary.

The approach from a technical point of view:

The install will begin on the preferred date of the client, historically the last week in september. The install is scheduled for a 5 day process as follows:

Day 1 - 3 Groundwork, Ladderwork, Cabling

Nights 3 - 5 Aerial work with road closure for drip tubes, adding height on trees and Flood lights

## **INSTALL: El Paseo Seasonal Light Installation**

Start date: 9/25/23

Ground Completion: 9/27/23

Arial Start date: 9/27/23

Arial Completion date: 9/29/23

## **INSTALL: City Hall and El Paseo Holiday Decor**

Start date: 11/20/23

Completion date: 11/20/23

## **REMOVAL: City Hall and El Paseo Holiday Decor**

Start date: 1/8/24

Completion date: 1/8/24

## **REMOVAL: El Paseo Seasonal Light Installation**

Start date: 5/6/24

Ground Completion: 5/8/24

Arial Start date: 5/6/24

Arial Completion date: 5/8/24

# Proposed Method Cont...

## **Product:**

Understanding that product has been originally purchased for this project, The Christmas Kings suggest to adjust from standard warm micro LED lights to a warm light / pure light combination strand where every 5th bulb of the light lines has a shimmering aesthetic. We feel this change will provide a new appearance for the next term of the agreement while maintaining an elegant look.

-Video can be provided for reference of shimmering lights

If this aesthetic adjustment is acceptable, we are willing to provide the NEW shimmering strands as a one-for-one replacement for the warm LED strands the City currently owns at no additional cost to the project. The Christmas Kings would then become owner of the existing warm LED light strands.

If the adjustment to aesthetics is not preferred, The Christmas Kings will plan to utilize the existing product for this project as owned by the City.

## **The Startup Material Costs are as follows:**

Replacement of currently installed flood lights for the palm tree frond lighting  
This will replace all fixtures and there wiring harnesses

Additional implementation of spritzers surrounding the monument signs on either  
Side of the El Paseo center medians 10 spritzers at each location. The city  
Will own this and all the existing product for future years.


All product will be delivered at the time of installation

# MATHEW KRONQUIST

GENERAL MANAGER

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## CONTACT:

 951-454-9777

 [matkronquist@gmail.com](mailto:matkronquist@gmail.com)

 25315 Apache Hill Circle  
Menifee, CA 92584

## EDUCATION: *Degrees, certs, licenses*

### Temescal Canyon High School (99-03)

Diploma with 3.85 overall

### Mount San Jacinto College (02 - 05)

AS MATH / SCIENCE

AS FIRE SCIENCE

EMT Training

### CLARK TRAINING CENTER (2003)

HAZMAT First Responder

### RIVERSIDE COUNTY FIRE DEPARTMENT (03-05)

FIRE ACADEMY

VOLUNTEER FIREFIGHTER

### HIGH REACH EQUIPMENT (2012)

Boom Lift Certified

Fork Lift Certified

Scissor Lift Certified

### CONTRACTORS STATE LICENSE BOARD (2009)

Low Voltage Electrical Contractor

## PROFILE:

Resident for 35 years in Riverside county. I have a diverse background and over the past 20 years, I have held a variety of jobs in different fields as I worked my way from entry-level positions to Management. I am consistent and operate to systems and processes. Positivity, Respect, Resourceful, Hard Working, Diligent, Focused, Dedicated, Loyal, I Can Attitude are words I would use to describe myself.

## SKILLS:

MANAGEMENT: Built a team from 4 to 100 employees over 5 states in 10 years as General Manager.

ORGANIZATION: Creation of systems and processes to automate business.

DELEGATION: Oversee department managers in Operations, Sales, Logistics, Design, etc.

CONSISTENCY: Stick to the plan, utilizing proven methods for success and not wavering from them.

CONSTRUCTION / FABRICATION: not only useful in its apparent fields but crosses over to problem-solving and planning ahead as well as creating solutions.

TECHNOLOGIES: I have a diverse background in many technology areas. Self-taught, infield trained, and in a classroom setting, I have skills that involve computer applications: database management, spreadsheets, word processing, photo editing, etc.

## EXPERIENCE:

The Christmas Kings - (2005 - present)  
General Manager (President - CEO)

As the founder of TCK, I wore all of the hats. TCK is a Holiday Lighting and Decor company. We provide services for residential and commercial customers. Starting off I was sales, service, marketing, office, operations, etc. As I grew the company over the past 16 years I have hired a core year around management team of 10 and a seasonal crew up to 50 employees. We have had continual growth every year since 2005 and never went down in gross sales or net profits. Currently operating around \$2.1M annually and only servicing jobs from October through January. Operationally this equates to an \$8.4M business. I operate under the EOS model.

# SEAN SKOG

Operations Manager/Event Coordinator

(951) 385-3149

sean@thechristmaskings.com

## EXPERIENCE

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### Operations Manager

**The Christmas Kings**

09/2018 - Present

### Food and Beverage Manager

**Wilson Creek Winery**

10/2013 - 09/2018

## CERTIFICATES

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### California Forklift Certification

Issued By: California AHERN Safety Solutions

### Healthcare Provider Cardiopulmonary Resuscitation (CPR/AED)

Issued By: American Heart Association

## EDUCATION

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### Riverside Community College

08/2003 - 05/2006

### Redlands High School

08/1999 - 05/2003

## SKILLS

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Oversee Operational Logistics including inventory control, quality control, and warehouse efficiency

Working knowledge of company software, Excel, Office, PowerPoint, Dropbox, and Photoshop

Perform leadership duties effectively through daily nightly meetings with warehouse crew and checkout with Truck crews

Works hands on with the event sales and Operational team on special events for as many as 1600 people

Responsible for staffing up to 40 employees each year

Oversees warehouse and field personnel duties and schedules Truck Routes daily

Works with customers daily to ensure service calls are addressed in a timely manner

Works with residential and commercial customers to design a scope of work to fit their budget












# C44470 The Christmas Kings
















Final Audit Report


2023-05-08

Created:	2022-11-24
By:	M. Gloria Sanchez (gsanchez@cityofpalmdesert.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAakiN3HZ_1z55VaFcM0RXPdqNRzrhrYzzY


## "C44470 The Christmas Kings" History

-  Document created by M. Gloria Sanchez (gsanchez@cityofpalmdesert.org)  
2022-11-24 - 0:17:42 AM GMT- IP address: 64.60.5.80
-  Document emailed to Mariana Rios (mrios@cityofpalmdesert.org) for approval  
2022-11-24 - 0:21:35 AM GMT
-  Email viewed by Mariana Rios (mrios@cityofpalmdesert.org)  
2022-11-25 - 0:31:55 AM GMT- IP address: 172.226.6.0
-  Document approved by Mariana Rios (mrios@cityofpalmdesert.org)  
Approval Date: 2022-11-28 - 5:33:48 PM GMT - Time Source: server- IP address: 64.60.5.80
-  Document emailed to Mathew Kronquist (mat@thechristmaskings.com) for signature  
2022-11-28 - 5:33:49 PM GMT
-  Email viewed by Mathew Kronquist (mat@thechristmaskings.com)  
2022-11-28 - 7:00:04 PM GMT- IP address: 104.28.85.133
-  Document e-signed by Mathew Kronquist (mat@thechristmaskings.com)  
Signature Date: 2022-11-29 - 8:49:15 PM GMT - Time Source: server- IP address: 47.157.168.66
-  Document emailed to melissakronquist@gmail.com for signature  
2022-11-29 - 8:49:17 PM GMT
-  Email viewed by melissakronquist@gmail.com  
2022-11-29 - 9:05:24 PM GMT- IP address: 38.53.168.120
-  Signer melissakronquist@gmail.com entered name at signing as Melissa Kronquist  
2022-11-29 - 9:06:01 PM GMT- IP address: 38.53.168.120
-  Document e-signed by Melissa Kronquist (melissakronquist@gmail.com)  
Signature Date: 2022-11-29 - 9:06:03 PM GMT - Time Source: server- IP address: 38.53.168.120

-  Document emailed to robert.hargreaves@bbklaw.com for signature  
2022-11-29 - 9:06:05 PM GMT
-  Email viewed by robert.hargreaves@bbklaw.com  
2022-11-29 - 11:48:14 PM GMT- IP address: 172.226.7.16
-  Signer robert.hargreaves@bbklaw.com entered name at signing as Robert Hargreaves  
2022-11-30 - 0:08:38 AM GMT- IP address: 74.116.243.2
-  Document e-signed by Robert Hargreaves (robert.hargreaves@bbklaw.com)  
Signature Date: 2022-11-30 - 0:08:40 AM GMT - Time Source: server- IP address: 74.116.243.2
-  Document emailed to Todd Hileman (thileman@cityofpalmdesert.org) for signature  
2022-11-30 - 0:08:41 AM GMT
-  Email viewed by Todd Hileman (thileman@cityofpalmdesert.org)  
2022-11-30 - 0:21:14 AM GMT- IP address: 104.28.123.109
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Signature Date: 2022-11-30 - 0:21:53 AM GMT - Time Source: server- IP address: 174.194.148.79
-  Document emailed to Anthony Mejia (amejia@cityofpalmdesert.org) for signature  
2022-11-30 - 0:21:55 AM GMT
-  Email viewed by Anthony Mejia (amejia@cityofpalmdesert.org)  
2022-11-30 - 0:32:00 AM GMT- IP address: 161.123.186.59
-  Document e-signed by Anthony Mejia (amejia@cityofpalmdesert.org)  
Signature Date: 2022-11-30 - 0:46:28 AM GMT - Time Source: server- IP address: 64.60.5.80
-  Document emailed to Michelle Nance (mnance@cityofpalmdesert.org) for approval  
2022-11-30 - 0:46:30 AM GMT
-  Document approved by Michelle Nance (mnance@cityofpalmdesert.org)  
Approval Date: 2023-03-30 - 1:20:06 AM GMT - Time Source: server- IP address: 64.60.5.80
-  Document emailed to mrios@cityofpalmdesert.org for approval  
2023-03-30 - 1:20:08 AM GMT
-  Email viewed by mrios@cityofpalmdesert.org  
2023-03-30 - 1:20:11 AM GMT- IP address: 52.206.70.14
-  M. Gloria Sanchez (gsanchez@cityofpalmdesert.org) added alternate approver Joe Barron (jbarron@palmdesert.gov). The original approver mrios@cityofpalmdesert.org can still approve.  
2023-03-30 - 6:22:00 PM GMT- IP address: 64.60.5.80

 Document emailed to Joe Barron (jbarron@palmdesert.gov) for approval

2023-03-30 - 6:22:01 PM GMT

 Email viewed by Joe Barron (jbarron@palmdesert.gov)

2023-03-30 - 6:22:19 PM GMT- IP address: 52.206.70.14

 Document approved by Joe Barron (jbarron@palmdesert.gov)

Approval Date: 2023-05-08 - 8:52:44 PM GMT - Time Source: server- IP address: 64.60.5.80

 Agreement completed.

2023-05-08 - 8:52:44 PM GMT