



City of Saginaw

Community Services Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community Services

Date: City Council Meeting – November 5, 2019

PRESENTER:

Keith C. Rinehart, Director of Community Services

ITEM:

Consideration and Action regarding Recommendation Purchase of Seasonal Christmas Lights and Features for Citywide Decorations

DISCUSSION:

Each year, the Keep Saginaw Beautiful Committee (KSB) decorates the municipal buildings with lights as well as wreaths and trees. Lights will be installed at the Entry Monument Sign (Longhorn and Business 287), Kiwanis Park, Fire Station #1, Building Inspections/Code Enforcement Building (former Chamber of Commerce Building), Library, City Hall, Police Station, Recreation Center, Caboose, Large Pavilion, Concession Stand, Gazebo and Light Poles in Willow Creek Park, Fire Station #2 and the Community Center.

First Choice Light will install, remove, store and maintain each light string and fixture.

FISCAL IMPACT:

The financial impact will be \$25,250 made payable to First Choice Lights. This is a KSB budgeted item.

RECOMMENDATION

The Keep Saginaw Beautiful Committee is recommending the approval of the purchase (rental) of seasonal Christmas lights and features for citywide decorations.

ATTACHMENTS:

- Invoice from First Choice Lights

If you have any questions, please feel free to contact me at 817-230-0351.

Thank you,

Keith C. Rinehart

*Director of Community Services
City of Saginaw*



Quote #2355

AWAITING RESPONSE

City of Saginaw

333 W McLeroy / Saginaw, Tx 76179

Sent on

10/01/2019

Rental Christmas Lights

Marker Sign

Installation and removal of wreaths

Kiwanis Park

Installation and removal of C9 lights on the fence

Installation and removal of C9 lights on the Gazebo

Installation and removal of mini lights on 4 Bald Cypress

Installation and removal of 14' tree with ornaments and tree topper

Fire Station #1

Installation and removal of C9 lights on the roof line----RED (3 sides and lower level)

Chamber of Commerce Building

Installation and removal of C9 lights on the building and restroom (3 sides & includes the gables)

Installation and removal of C9 lights on the train (3 sides)

Installation and removal of 48" wreath on the front of the train

Installation and removal of 24' tower tree

Library

Installation and removal of C9 lights on the roof line (3 sides)

City Hall

Installation and removal of C9 lights on the roof line (3 sides)

Police Station

Installation and removal of C9 lights on the roof line (BLUE) (3 sides--All flat levels)

Recreation Center

Installation and removal of C9 lights on the roof line (3 sides--All flat levels)

Installation and removal of 24' tower tree

Caboose and Gazebo

Installation and removal of C9 lights on the fence
 Installation and removal of C9 lights on the caboose
 Installation and removal of (2) 48" wreaths on the caboose
 Installation and removal of C9 lights on the gazebo down from the caboose (4 sides)
 Installation and removal of mini lights on poles of the gazebo

Pavilion and Concession

Installation and removal of C9 lights on the concession and pavilion (4 Sides)

Poles in the Park

Installation and removal of mini lights on 12 small poles

Installation and removal of mini lights on 19 tall poles

Fire Station #2

Installation and removal of C9 lights on the roof line---RED (3 sides)

Community Center

Installation and removal of C9 lights on the roof line (3 sides)

TOTAL

\$25,250.00

Subtotal

\$25,250.00

Total

\$25,250.00

***** TERMS LISTED ABOVE SUPERSEDE TERMS BELOW *****

3 YEARS DEFAULT TERM

You hereby agree to a 3-year agreement - price will be the same for each of the 3 years.

Changes/additions to be billed separately. Early termination fee will be equal to 50% of remaining contract at time of cancellation.

REQUIRED DEPOSIT

A minimum deposit of 50% is required upon acceptance of this estimate. Balance is due in full on or before the day of installation. This estimate is valid for 14 days.

GENERAL TERMS AND CONDITIONS

GENERAL WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

Neither of us shall be liable to the other for indirect, incidental, special, punitive or exemplary damages that result from the performance or the failure to perform any duties under this

Agreement.

You hereby acknowledge and agree that in any and all events, our liability to you for any damages that you may incur as a result of our acts or omissions or negligence shall not exceed the greater of available insurance or the fee charged for the service under this Agreement.

ENTIRE AGREEMENT & EFFECT

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Client and to the Consultant's successors and assigns, if any. This Agreement shall be construed to permit the assignment by Consultant of its rights or obligations arising under this Agreement. Furthermore, the Client shall require any subsequent successor, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all of the business and/or assets of the Client to assume expressly and to agree to perform this Agreement in the same manner and to the same extent that the Client would be required to perform it if no such succession had taken place. The Client's failure to do so will be a breach of this Agreement.

ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

PAYMENT AS CONSENT IN LIEU OF SIGNATURE

Payment shall constitute your acceptance of the terms and conditions in lieu of signature and shall carry the same weight and force as if signed in person or digitally.

ELECTRONIC SIGNATURES

The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

STORAGE

Storage is free to all returning customers. If customer doesn't return the following year a 10% storage fee will be added to final bill. In the even storage is not paid in full, stored material will

become property of First Choice Lights.

CHRISTMAS/HOLIDAY LIGHTING & DECOR TERM(S)

COLORS/DESIGN

Carefully review the colors and design listed in the estimate above/attached. The installation crew will use the details on the form to install the lights and decorations on your home. Once you have accepted/signed, any errors or changes in color/design will incur an additional fee if a change is requested.

ALL INCLUSIVE LEASE/RENTAL

If you are leasing/renting the lights then the agreement includes all materials, clips, timers, extension cords, decorations, etc. First Choice Lights (The Company) will service and maintain the lights and decorations for the contracted time-frame including repairs, maintenance, replacements of parts, decorations, and accessories during the lease term in the event that the item(s) fail to light. As an all-inclusive lease/rental, the materials remain property of The Company. The client is renting the lights and/or decorations for the agreed upon term. Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights.

WARRANTY, SERVICE, MAINTENANCE

We warrant all materials, lights, and decorations for the entire lease term. All service calls and materials are covered for the duration of the lease term except for theft, vandalism, or Acts of God. The Company is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God and will make efforts to replace any damaged product for an additional charge. In the event that items are stolen, they will be replaced at the expense of the customer. The Company is not responsible for any client supplied lights or materials. The manufacturer, not The Company, warrants any and all purchased materials. Replacement materials may be purchased/leased and added to your order upon your approval. *We do not guarantee that each individual bulb will light for the entire installation period.*

DEPOSIT/PAYMENT TERMS

A minimum deposit of 50% must be received before work will begin. The balance must be paid in full on or before completion of the installation. Customer acknowledges that The Company fills their schedule well in advance, and all cancellations will be charged 50% of the total cost. All deposits and/or down payments are non-refundable.

WEDDING/EVENT LIGHTING TERM(S)

COLORS/DESIGN

Carefully review the colors, descriptions, and design(s) listed in the estimate above/attached. The installation crew will use the details on the form to install the lights for your event. Once you have accepted/signed, any errors or changes in color/design will incur an additional fee if a change is requested.

DEPOSIT/PAYMENT TERMS

A minimum deposit of 50% must be received to secure your event date and hold your reservation. Any/all balances due are to be paid in full no less than 14 days before the event date. Any fees/charges incurred within 14 days of the event, on the event date, or after the event must be

paid in full immediately upon receipt of invoice/notice.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

MATERIAL CHANGE(S) TO PROPERTY, SCOPE OF WORK, INSURANCE REQUIREMENTS, ETC.

Any material change(s) to the physical property location, scope of work, insurance requirements, federal/state/or local laws, will grant The Company the right to re-evaluate the terms of this contract at its discretion. The Company cannot and will not be held liable for failure to fulfill contractual obligations due to any of the above changes or any other changes that are outside of the control of The Company.

TARIFFS AND TAXES

All prices included in the quote are inclusive of the "now current" tariffs and taxes. Tariffs and taxes may or may not be listed as a line item on the estimate. The absence of a tax or tariff line item does not absolve or remove the client's obligation to pay/remit any applicable tariffs or taxes as required by law. Any increase in tariffs may be added to subsequent years of the contract at the discretion of The Company. Any changes in applicable taxes will be added at the "then current" rate.

THE SIGNER(S) HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Contact First Choice Lights

P.O. Box 1103, Roanoke Tx 76262

817-682-5262 firstchoicelights@gmail.com FirstChoiceLights.com

 Created with getjobber.com