

BILL NO. 439

ORDINANCE NO. 422

INTRODUCED BY: Trustees Slama, Young, Graves, Fortune and Whitmore

**AN ORDINANCE APPROVING SELECTION OF EXTREME PYROTECHNICS LLC
AS DISPLAY OPERATOR FOR THE 2014 VILLAGE FIREWORKS DISPLAY,
AUTHORIZING NOTICE OF INTENT TO AWARD AND EXECUTION OF
NEGOTIATED CONTRACT**

WHEREAS, an invitation for public bids was published and issued on December 2, 2013, and were received and opened Monday, December 23, 2013, with two (2) bidders being chosen to present their final and best bids at a Special Meeting of the Board held February 13, 2014; and

WHEREAS, Extreme Pyrotechnics LLC was deemed to be the best and most responsive bidder in the sum of \$17,500.00 for the 2014 Fireworks Display; and

WHEREAS, the Board of Trustees wishes to accept such bid

NOW THEREFORE, BE IT ORDAINED, by the Board of Trustees of the Village of Twin Oaks, St. Louis County, Missouri, as follows:

Section 1. The bid of Extreme Pyrotechnics LLC as referenced above and incorporated herein as EXHIBIT "A", is accepted by the Board of Trustees.

Section 2. The Village Clerk/Controller is authorized to give Notice of Intent to Award subject to final contract terms to be negotiated between Village Counsel and bidder. Said Contract, upon review of the Board of Trustees shall be appended to this Ordinance and incorporated herein as EXHIBIT "B".

Section 3. The Board Chairman and Village Clerk are hereby authorized and directed to execute said Contract.

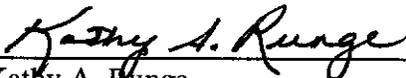
Section 4. This Ordinance shall be in full force and effect from and after its passage as by law provided.

PASSED and APPROVED this 19 day of March, 2014.



Dennis L. Whitmore, Chairman
Board of Trustees

ATTEST:



Kathy A. Runge
Village Clerk/Controller

First Reading 3-5-2014

Second Reading 3-19-2014



"A" Attachment

TWIN OAKS FIREWORKS DISPLAY 2014

The package I have prepared for your display is an all electronically fired show. Your display on July 3rd will run approximately 20 minutes in length and consist of a total of **2112** total shots, of which **800** will be shot as part of the False Finale and then the Grand Finale.

The Finale will be a high-energy, sky-filling, heart-thumping, colorful ending to your display.

The shells listed on the show proposal suggest the sizes and types of shells that could be used in your display. The shell sizes and counts will remain same as the proposal, but effects could change due to availability.

Shell rate would be approximately 35 shells per minute, firing similar effects in pairs with same or different size shells.

Enter mixed in the show will be some of the cakes to change the pace and style of the show.

SHOW DETAILS

The July 3rd show main body of your show will include:

3" – 444 Shells

4" – 428 Shells

Cake Items – 7 (Cake Shots = 440)

TOTAL SHELLS IN MAIN BODY OF SHOW = 1312



The False Finale of your display will last between 10-15 seconds and will be very intense and filled with Assorted Color and Salute shells to make your audience think the show is reaching its conclusion. The false finale portion of the show will include approx 10 - 20 % of shells defined for the finale and 2 of the cakes listed in the inventory

- 2" – 1-48 Shot Cake Red White and Blue**
- 2" – 1-48 Titanium Salute**
- 3" – 20 Color and Salute Shells**
- 3" – 20 Red, Blue and Salute Shells**
- 4" – 8 Red White and Blue Peonies**
- 4" – 8 Red Peonies**
- 4" – 8 White Peonies**
- 4" – 8 Blue Peonies**

TOTAL SHELLS USED FOR FALSE FINALE = 168

The Grand Finale of your display will last between 25-30 seconds and will be very intense and filled with Assorted Color and Salute shells to make sure your audience knows the show is reaching its conclusion. The finale portion of the show will include:

- 2" – 1-48 Shot Cake Red White and Blue**
- 2" – 1-48 Titanium Salute**
- 3" – 160 Color and Salute Shells**
- 3" – 160 Red, Blue and Salute Shells**
- 4" – 24 Red White and Blue Peonies**
- 4" – 96 Assorted Color Peonies**
- 4" – 32 Red Peonies**
- 4" – 32 White Peonies**
- 4" – 32 Blue Peonies**

TOTAL SHELLS USED FOR GRAND FINALE = 632



SHOW SETUP DETAILS

We will plan to arrive the morning of July 3rd to begin assembling the racks together and staging them in their location for the display. Once that is finished, we will work with the Fire Marshal/AHJ to establish when we will be allowed to begin loading the pyrotechnic devices. Our goal would be to have this completed on the evening of July 3rd and be able to test the show and adjust to any issues that might arise. We will work hand-in-hand with the AHJ to establish all safety measures/concerns that they might have during the setup and firing of the display. **ONCE THE PYROTECHNIC DEVICES HAVE ARRIVED ON SITE, AND EXTREME PRYOTECHNICS TECHNICIAN WILL BE ON SITE AT ALL TIMES UNTIL THE DISPLAY HAS BEEN SHOT.**

CREW/TECHNICIANS

All crew members will be 18 years or older with the lead operator being over 25 years old. The lead operator will have vast knowledge of the Firing System as well as knowledge of all safety aspects of NFPA 1123 along with our mandated safety requirements. This will allow the operator and crew to put on a fantastic display and make sure that all participants and spectators remain safe before, during, and after the display.

I look forward to working with you to make your event as spectacular and memorable as possible. Please contact me should you have any questions!

Thanks for your time and consideration,

Richard Chabot
Regional Sales Representative – Extreme Pyrotechnics, LLC



Extreme Pyrotechnics LLC

7233 Pecan Court
Mansfield Tx 76063

Wednesday February 12, 2014

Number: BY0237
Date: 12/06/2013
Show Date: 07/03/2014
Salesperson Boe Yeager

Bill To:

Village of Twin Oaks
1393 Big Bend Road Suite F

Twin Oaks MO 63021
(636) 225-7873
PO Number:
sratliff@vil.twin-oaks.mo.us

Ship To:

Village of Twin Oaks
1 Twin Oaks Court

Twin Oaks MO 63088
(636) 225-7873
Show Type: Turn-Key

Table with 8 columns: ItemCode, Description, Color, Size, Shot Count, Price, Qty, Total. Lists various pyrotechnic items like 3MGB, 3MGR, 3MGW, etc.



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CK48BW	48 Shot 2 Inch Brocade Willow	Gold	Cake	48	100.00	1	100.00
CK48RG	48 Shot 2 Inch Assorted Color Rings (R,G,B,P,Y)	Assorted	Cake	96	120.00	2	240.00
99EM3-CS	Ematch 3 Meter (CS)	None	Ematch	0	0.50	975	487.50

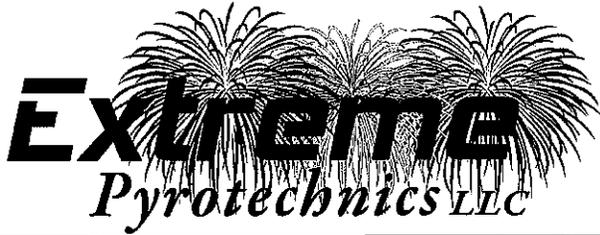
Product Total: \$13,551.00

Size	Shot Count
3	444
3F	360
4	428
4F	248
Cake	632
Ematch	0
-----Totals-----	
6	2112

Show Budget: \$17,500.00

Product Total:	\$13,551.00
Insurance:	\$1,355.10
Labor:	\$2,479.29
Production Fee:	\$0.00
Haz Mat:	\$211.79
Sales Tax:	\$0.00
Shipping:	\$350.00
Expenses:	\$0.00
Permit:	\$0.00
Balance:	\$17,947.18
Less Discounts:	
Multi-Year:	\$447.18
Early Pay:	\$0.00
Total Due:	\$17,500.00

"B" Attachment



Contract for Display of Fireworks by Extreme Pyrotechnics

This contract for the display of fireworks by Extreme Pyrotechnics, LLC (herein "Display Operator") to be provided to **Village of Twin Oaks** (herein referred as "Client") this 19TH day of March, **2014**. The parties agree to the following:

Recitals

WHEREAS the Display Operator is a for profit entity organized under the laws of the State of Texas; and,
WHEREAS Client is an Incorporated **Municipality** organized under the laws of the State of **Missouri**; and,
WHEREAS Display Operator maintains its offices at **7233 PECAN COURT , MANSFIELD , TX , 76063** ; and,
WHEREAS Client maintains its offices at **1393 Big Bend Road Suite F , Twin Oaks , MO , 63021** ; and,
WHEREAS the Display Operator desires to provide a display of fireworks for Client to be held the **3rd** day of **JULY, 2014 at the Village Park located at the end of the Park Road(Twin Oaks Ct.) and Display operator has visited the site and is familiar with it.**

Terms and Conditions

I. Definitions

FIREWORKS DISPLAY: Shall mean an entertainment feature(s) where the public or a private group is admitted or permitted to view the display or discharge of either display fireworks, consumer fireworks, proximate or theatrical fireworks or any combination thereof.

SET UP OF DISPLAY: Shall mean the provision of all equipment necessary to perform the fireworks display based upon the type and number of fireworks to be used and if any choreography. Said equipment may, but not necessarily include, mortars, mortar racks, electric firing systems, any and all cabling for said system, lighting, trucks/vehicles and music. It specifically excludes sound systems unless agreed upon in Section II(2).

TEAR DOWN OF DISPLAY: Shall mean the removal of all equipment that was "Set Up", as defined above, by the Display Operator. This includes a search of the fall out area of any "dud" fireworks and the removal of said duds.

CLEAN UP OF DISPLAY: Shall mean the removal of paper, cardboard, debris and other fireworks refuse located in, on or about the discharged site and fall out area. It does NOT include any areas that were open, accessible or occupied by the public and/or spectators.

FIREWORKS DISPLAY SITE SECURITY: Shall mean the areas that include the fireworks discharge location, the designated fallout area, separation distance, all as defined in this section.

DISCHARGE SITE: Shall mean the area immediately surrounding the fireworks mortars, multi-shot cakes or other firework items to be used in the fireworks display.

FALLOUT AREA: Shall mean the designated area in which debris is intended to fall after a firework device is fired.

RAIN DATE: Shall mean an agreed alternative date for the fireworks display to be conducted due to unsafe, as determined by Display Operator, weather conditions.

SEPARATION DISTANCE: Shall mean the distance from the fireworks mortars, multi-shot cakes or firework items to the spectator area.

VENUE: Shall mean the location, place, locale, or site of the display.

II. Fireworks Display

- 1) Display operator agrees to provide a fireworks display as per the proposal last submitted to the Client on February 13, 2014 on the date of **JULY 3rd, 2014** or the rain date as the parties hereinafter agree.
- 2) The Display Operator and Client also agree that the fireworks display shall be provided to the Client for a period of **1** year. The parties understand that the date, location, size of the show and/or choreography may change from year to year. If the Client agrees to a multiple year contract, then the Client shall be entitled to a discount of the annual cost as provided by the Display Company.
- 3) Display Company shall provide an approximate cost to the Client for shows in additional years as the parties may agree.

III. Display Operator Duties and Responsibilities:

- 1) Maintain a certificate of insurance in the amount of **\$5,000,000.00** for the display.
 - a) The Client, show sponsor and land owners shall be listed as an additional insured.
 - b) At the sole discretion of the Display Operator, the fireworks display venue shall also be listed as an additional insured.
 - c) The insurance certificate shall be maintained by the Display Operator and will make it available to the Client upon request, but in no event less than thirty (30) days prior to the display.
 - d) The certificate of insurance shall provide coverage for any incident or liability caused by the Display Operator that is directly related to the transportation, set up, storage, discharge or clean up of the fireworks used in the fireworks display .
- 2) The Display Operator agrees to provide the following initialed services under this Contract:
 - Extreme set up of fireworks display;
 - Extreme tear down of fireworks display
 - Extreme Choreography for fireworks display
 - Extreme clean up of fireworks display
 - clean up shall be completed by Extreme on July 3rd, 2014
 - Client designates Eric Buehler (printed) to inspect the display site for adequate cleanliness.
 - an additional fee of \$ N/A shall be paid by client for the clean-up service
 - vil provision of security for fireworks display site for spectators
 - an additional fee of \$ N/A shall be paid by client for the security service
 - vil provision of audio/sound system
 - Extreme obtain fireworks display permit or other required government authorization to conduct the fireworks display

If a specific service is not initialed, it will not be provided by the Display Operator.

3) No live material at the display shall remain at the site over-night; otherwise during set up, any required security to protect and preserve the fireworks and the area immediately surrounding the location where the fireworks display set up and all related costs for said security shall be the responsibility of the Display Operator.

It is understood and acceptable by both parties that the industry standard of no more than 2% of the total number of fireworks shells utilized in a display may not fire or be used in the display for whatever reason and those unused shells shall not reduce the contract price of the show.

4) Display Operator agrees to a rain date with Client, in consultation with Display Operator and local Fire Marshall (Valley Park Fire Protection District), shall determine whether cancellation is necessary due to "unsafe" conditions with the Fire Marshall's opinion to control in the event of disagreement on the 5th ___ day of July ____, 20 14 ____. The rain date fireworks display shall be conducted at the same site as scheduled for the original display date. If a complete tear down of the display on July 3rd 2014, has to be done then a fee of \$825 would apply. If setup was not initiated on the original display date then no additional fee would apply

5) This contract must be executed within 45 days of the last proposal (February 13, 2014) between Display Operator and Client. Failure to do so shall, unless extended by mutual written agreement, void any and all duties and obligations made by either.

IV. Client Duties and Responsibilities:

1. In consideration of the fully adhered to and completed above stated conditions, the Client agrees to pay the Display Operator the sum of **\$_17,500_** for a display to be performed on the **3rd** day of **JULY, 2014**. within ten (10) days of completion of display unless otherwise mutually agreed in writing by the parties.
 - i. A deposit of \$ **_8,750_** shall be made upon execution of this contract.
 - ii. A Final payment of \$ **_8,750_** to be made within 10 days of the display date.
2. Failure of the Client to pay agreed upon fee within the time allowed will subject the Client to payment of interest charges not to exceed 1.5% per month.
3. The Client agrees to provide the following initialed services as Display Operator is NOT providing these services:

<u>Extreme</u>	clean up of fireworks display site
<u>vil</u>	provide fireworks display site security
<u>vil</u>	provide audio/sound system
<u>Extreme</u>	obtain fireworks display permit or other required government authorization to conduct the fireworks display
4. The Display Operator agrees to defend, indemnify and hold harmless the Client and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks display. Client agrees to give Display Operator prompt notice of any claims or demands.
5. The Client agrees to indemnify, hold harmless and defend Display Operator from any and all claims brought against the Display Operator for any and all accidents, incidents or allegations not directly related to the Display Operator's agreed upon contractual duties and obligations.

V. Cancellation of Fireworks Display

Should the fireworks display(s), agreed upon in this Contract, be permanently cancelled by the Client, less than 30 days prior to the fireworks display date shall result in liquidated damages payable to Display Operator from the Client for an amount equal to 50% of the Contract price.

VI. Miscellaneous

- 1) Parties agree that any litigation arising from this contract shall be brought in a court of competent jurisdiction within the State of Missouri and that the laws of the State of Missouri shall control any and all claims, disputes, litigation, and interpretation related to this contract.

- 2) At the conclusion of any litigation arising from this contract, the party found to be in breach of the contract shall be responsible to the other party for costs (including but not limited to court costs, attorney fees, witness fees), prejudgment interest, and post judgment interest, and all damages incurred by the other party pursuant to judgment.

- 3) Any amendments, changes, or modifications to the terms specified by this contract shall be reduced to writing and signed by the parties before said changes are binding upon the parties.

Dated this 8 day of April, 2014.

For the Extreme Pyrotechnic, LLC:

[Signature]

Printer Name Mike Wagner

Title: President

For the Client: Village of Twin Oaks

[Signature: Dennis L. Whitmore]

Printed name: Dennis L. Whitmore

Title: CHAIRMAN

ATTEST: [Signature: Kathy A. Runge]
Village Clerk / Controller

[Signature: Matt Cohagen]
 Matt COHAGEN
 Notary Public
 State of Texas

