

## **CONTRACT AGREEMENT**

**THIS CONTRACT** (the “**Contract**”) is entered into this 28th day of April, 20 22, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **ALL AMERICAN FIREWORKS, LLC, DBA: GLADIATOR PYRO** of Willard, Missouri, hereinafter referred to as “**Contractor**,” in connection with that work known as Independence Day Fireworks Display Program to be completed for the City.

**WHEREAS**, the City has selected the aforesaid Contractor for the Project and by Ordinance No. \_\_\_\_\_ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated April 19, 2022, a copy of which is incorporated herein.

**NOW, THEREFORE**, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and made a part hereof as Exhibit A, and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents, and in all respects Contractor acknowledges and agrees that it is an independent contractor.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$13,250  
(figures)

Thirteen thousand, two-hundred fifty dollars  
(words)

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

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

CITY:

City of Jackson, Missouri

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Dwain Hahs, Mayor

ATTEST:

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Liza Walker, City Clerk

Address:

101 Court Street  
Jackson, Missouri 63755

CONTRACTOR:

All American Fireworks, LLC, DBA Gladiator Pyro  
Contractor Name

*Troy Wisdom*  
Signature

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Troy S. Wisdom  
Printed Name

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COO  
Title

ATTEST:

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Signature

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Printed Name

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Title

Address:

P.O. Box 1053  
Poplar Bluff, MO. 63901

**EXHIBIT A**  
**CITY OF JACKSON, MISSOURI**  
**INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM**  
**SPECIFICATIONS & PROPOSAL DOCUMENTS**

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

**SCOPE OF WORK:** The Independence Day Fireworks Display Program is a program that provides for the annual display of a fireworks show in the City Park during the Independence Day Celebration for a term of three consecutive years. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program.

**LOCATION OF WORK:** The fireworks display area is near Rotary Lake in the City Park. See Exhibit A for the location map.

**BID PRICE:** All bid prices shall be “per annual fireworks display event” serviced by the Contractor under this program. The bid price is the amount paid to the Contractor each individual year for the three consecutive years under the program.

**DESIGN OF DISPLAY:** The Contractor shall be responsible for using its expertise and training to install and display the fireworks show in the manner most aesthetically pleasing in the Contractor’s expert opinion and subject to the approval of the Parks & Recreation Director of the City.

**SPECIFICATIONS:**

- A. Display must be a minimum of 25 minutes in length and shall begin promptly at 9:30 p.m.
- B. City will provide all necessary safety zones.
- C. Contractor shall provide a computer model of display for preview by the City.
- D. All necessary permits must be secured 30 days prior to show.
- E. Display shall include a spectrum of styles, patterns, and sound effects. Shells shall not exceed 6” in diameter (approx. 600 feet to spectators and important structures). Emphasis is placed on shells reaching a height of 100 feet or higher.
- F. All shells must be fired with an electronic computer firing system. There should be no large gaps of time between shells, good display pacing, multiple firing, tailed effect, and a choreographed control of the display execution. Contractor shall provide information on average pace of shells per minute.
- G. City Fire Chief will have sole discretion as to the decision to fire shells based on inclement weather, wind, crowd issues, security, etc.
- H. Contractor must be available for display on back-up date (generally the next day). Display presentation must be staffed and executed by trained and licensed personnel in pyrotechnics. The specific date will be identified in the Contract for Services.

- I. In the event the display is canceled for any reason, contractor is responsible for securing product and equipment in the staging area. Contractor is also responsible for providing security needed for equipment, product and staging area until the display is executed on the back-up date.
- J. City will barricade and determine staging location.
- K. Staging area for firing display will be ready for set-up at 8:00 a.m. on the day prior to the scheduled event.
- L. Contractor is required to provide security at staffing area for equipment and product during pre-event set-up and up through display.
- M. Contractor must be federally licensed for pyrotechnic displays.
- N. Contractor will be required to attend a pre-event organizational meeting with City staff.
- O. Contractor must submit an invoice prior to receiving payment.
- P. City will provide support at the event to include Parks & Recreation and Public Safety personnel.
- Q. Contractor shall help identify and locate any unexploded shells.
- R. Contractor shall participate with a sweep of grounds for debris at the conclusion of the event.

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

**ADDITIONAL WORK:** The City reserves the right to negotiate with the Contractor for additional display services.

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

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

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

**BID SHEET:** The Contractor must prepare and submit a completed Bid Sheet. By signing, the Contractor acknowledges the agreement with the general specifications, conditions, and contract requirements. The Contractor shall also be responsible for submitting a written proposal providing a detailed listing of the display outline, firing equipment, staffing, proof of Federal license, proof of insurance, cancellation security/storage plan, rain date, delivery, and installation.

**BID QUOTATIONS:** The bid quotation for the display shall include all costs associated with the event, including all equipment, product, permitting, staffing, delivery, insurance, installation, breakdown/clean-up, taxes, and service charges. Bids are to be quoted in one lump sum for a land-based shoot.

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

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

**TERM OF AGREEMENT:** The term of this agreement shall be for three Independence Day holidays with the first holiday beginning on July 4, 2022 and with the final holiday terminating on July 4, 2024.

**PAYMENT:** The Contractor shall be paid as follows:

- (a) Fifty percent paid prior to June 15 of each year.
- (b) Fifty percent paid prior to July 15 of each year.

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

The Contractor shall indemnify and save harmless the Owner, its officers, agents, employees, and servants against all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any Work under the Contract.

Prior to activities commencing the Independence Day Fireworks Display, the Contractor shall furnish the City with a certificate of insurance evidencing the required coverages, conditions, and limits required by this agreement, have the City, its officers, agents, volunteers, lessees, invites, and employees covered as named as an additional insured and provide the appropriate additional insured endorsements. Each additional insured endorsement shall expressly afford coverage to the additional insured's not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations.

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

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

**CONTINUATION CONTINGENT ON DONATIONS:** The parties agree that this program may be expanded in the event the City raises funds sufficient for expansion. However, in the event that donations sufficient to fund the program are not raised, then the Agreement shall be null and void.