


MANAGEMENT SERVICES MEMORANDUM

#13-02

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: David Willett, Acting City Manager
Paula Jensen, Director of Management Services 

DATE: February 11, 2013

SUBJECT: CR – 16, July 4th Fireworks

RECOMMENDATION:

Staff recommends approval of the proposed Resolution. Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute a contract between the City of Northglenn and Tri-State Fireworks, Inc. for fireworks display on July 4th, 2013, in the amount of \$29,500.

BCKGROUND:

As a result of the pending construction on the parcels of land at 120th Avenue and Grant Street, the established fireworks launch site will need to be relocated for the City's annual 4th of July Family Festival. The new proposed "shoot site" will be Webster Lake. Consequently, with said relocation, traditional fireworks cannot be used. The alternative is proximate fireworks. Proximate fireworks are products that have been specifically engineered for use in close proximity to audiences and structures. They are designed for firing close to audiences and provide great entertainment while using only a small fraction of the powder of conventional fireworks. Proximate fireworks will be a great alternative for the City of Northglenn, as development continues at 120th Avenue and Grant Street.

Unfortunately there are budget implications with the product change. Proximate fireworks cost more to produce than traditional fireworks. The planned expenditure for traditional fireworks was below the threshold for a formal bid and was within the City Manager's spending authority. Due to the need to use proximate fireworks, staff requested a fee proposal from the fireworks vendor. The proposal submitted does exceed the City Manager's spending authority and normally formal bids would be sought. However, to allow time for production of the proximate fireworks, agreements must be submitted by March 4, 2013. This does not allow time for a formal bid process this year.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Paula Jensen at 303.450.8877 or pjensen@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-16
Series of 2013

Series of 2013

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND TRI-STATE FIREWORKS, INC. FOR THE FOURTH OF JULY FIREWORKS DISPLAY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Tri-State Fireworks, Inc., attached hereto, in an amount not to exceed \$29,500.00 for the Fourth of July fireworks display is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Tri-State Fireworks, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services.

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Contractor's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Contractor, the City shall pay Contractor an amount not to exceed Twenty nine thousand five hundred dollars (\$ 29,500.00). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Contractor shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Contractor shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. If Contractor does not currently employ any employees, Contractor shall sign the NO Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the

extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

X. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section IX. above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of

interests provision.

3. Professional liability insurance on projects over \$1,000,000 with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Kathy Kvasnicka
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XIII. CONFLICT OF INTEREST

The Contractor shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Contractor: Tri-State Fireworks, Inc.
P.O. Box 31
Brighton, CO 80601

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
Name Date

ATTEST:

Print Name

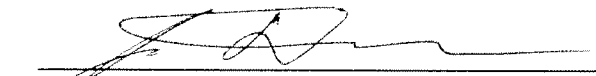
Johanna Small, CMC Date
City Clerk

Title

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONTRACTOR:

By: 

ATTEST:

By: Shawn Derinody
Shawn DERINODY
Print Name

Joe Diaz
Print Name
President 1/29/13
Title Date

Vice President 1/29/13
Title Date

City's Contract # _____

Name of City's Project Manager

Jeanette Sanchez

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Tri. State Fireworks, Inc
(Prospective Consultant)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name July 4th Fireworks 2013

Bid Number _____

Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 29 day of January, 2013.

Prospective Consultant Tri-state Fireworks, Inc.

By: Sharon K. Demodry

Title: Vice President

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Tri State Fireworks, Inc
Sharon Dermody, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Sharon K Dermody
Contractor Signature

1/29/13
Date

STATE OF COLORADO)
COUNTY OF Adams) ss.)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 29 day of January, 2013, by Sharon K Dermody as Vice Pres of Tri State Fireworks Inc

My commission expires: 5-6-16

(SEAL)

KIMBERLIE M BAUM
Notary Public
State of Colorado

My Commission Expires May 06, 2016

Kimberlie M Baum
Notary Public

EXHIBIT A & B

*If you can imagine
we can make it happen!*



Tri-State Fireworks, Inc.

P.O. Box 31 • Brighton, CO 80601

PHONE: (720) 685-9785

FAX: (720) 685-3173

E-MAIL: tristatefw@qwestoffice.net

www.tri-statefireworks.com

Unleash your imagination and visualize exciting pyrotechnics crowning your next event...

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Thank you for the opportunity to submit a proposal for the City of Northglenn 4th fireworks program. Attached is our proposal detailing each of the listed proposal requirements.

Tri-State Fireworks is a family owned and operated full service pyrotechnics company providing indoor and outdoor pyrotechnics in a wide variety of venues. The company was founded by owners Joe Diaz and Sharon Dermody with the goal of providing the safest, highest quality, most artistic and enjoyable fireworks displays for their customers' important events.

The professionals at Tri-State Fireworks have knowledge, experience and imagination to ensure your event's success. I am Joe Diaz, President of Tri-State Fireworks. I have been involved in the fireworks industry for over twenty years and continually strive to not only meet, but exceed, my client's expectations. Please go to our web site for more details about our company and to view pictures and video clips from a few of our productions. www.tri-statefireworks.com

At Tri-State Fireworks, we are proud to work with large city events, as well as small town displays. We customize each display no matter how **large** or **small**.

Each display that Tri-State Fireworks contracts for the 4th of July is given the highest priority because we do not overbook or contract for a display just to increase our bookings and then scramble to find technicians, crew, or marginal equipment. In addition, because we are locally owned and operated, the owners of the company personally work on all aspects of each display to ensure that each of our displays will fire perfectly. Should Tri-State be selected to provide the City of Northglenn with their July 4th fireworks, you can be assured that the display will receive the highest priority and that we are dedicated to providing you the safest, highest quality and most enjoyable fireworks display.

Simply, we want you to get much more than you expected.

Permits

Tri-State Fireworks is a full service pyrotechnic company holding all of the required federal explosive and transportation permits as well as Colorado transportation, Wholesale, Display Retail and pyrotechnic/display operator licenses. We will communicate with the local fire authority and provide all required information to receive fire department authorization.

General Liability/Auto

Producer:	Britton-Gallagher & Associates, Inc. 6204 SOM Center Rd. Cleveland, OH 44139 Pyrotechnics Group 440-248-4711
General Liability	1,000,000/2,000,000 liability/Aggregate
Excess Liability	4,000,000
Business Auto:	1,000,000
Excess Liability	4,000,000
	<i>Meets DOT and Colorado PUC requirements for hazmat</i>

Workers Compensation

Producer:	Pinnacol Assurance 7501 E Lowry Blvd Denver, CO 80230-7006 Darcy Fuglestad 303-361-4222
Coverage:	500,000 Bodily injury by accident each event

City of Northglenn

Months Prior

Thorough review of shoot site show design

Submittal of paperwork to Fire Department

July 3, 2013

SET-UP CREW
(6-8 person crew)

Equipment Load-In and Set-up and wiring
Overnight Security

July 4, 2013

8:00 a.m.
(6-8 person crew)

Product Load, set-up and wiring

9:30 p.m.

Fire Display

10:00 p.m.

Cleanup

July 5, 2013

9:00 a.m.
(1-2 person crew)

Final Site inspection

* load-in and load-out dates subject to change



Tri-State Fireworks, Inc. is pleased to provide you with the enclosed fireworks display proposal for the City of Northglenn. We use state-of-the-art simulation software to design this unique presentation and fired with our state-of-the-art electrical firing systems to synchronize the display-launching from multiple angles that will fill the sky and engage your audience. Because Tri-State uses only the highest quality American Manufactured Proximate Product, latest designs and most reliable firing system and we know that our outstanding product with their exciting colors and effects and our professional crew can provide the spectacular fireworks display that you are looking for on this special holiday.

Tri-State Fireworks utilizes the highest quality foreign and domestic product and out of the attached list of display product, a pyromusical-choreographed display will be scripted for Northglenn's 4th of July fireworks presentation.

Throughout the display, we choreograph effects to "match" provide elegance and punctuation with varying colors and effects such as moving stars, falling leaves, willows, strobes, and pattern shells. We will highlight different segments of your program by adding intensity and fullness.

City of Northglenn

Product Listing July 4, 2013

- 5 Strobe Pots White 30sec
- 5 Strobe Pots Red 30sec
- 2 22mm Crossette Fan Rack 5pt Red
- 3 22mm Crossette Plate 20sh X 20 Blue
- 5 22mm Crossette Plate 20sh X 20 Gold Flitter
- 6 22mm Crossette Plate 15sh X 30 Silver
- 5 22mm Crossette Plate 60sh X 30 Silver
- 5 22mm Comet Plate 30sh X 15 Aqua w/Silver Tail
- 6 22mm Comet Plate 40sh X 20 Blue w/Silver Tail
- 9 22mm Comet Plate 40sh X 20 Gold Flitter
- 2 30mm Crossette Fan Rack 3pt Silver
- 2 30mm Crossette Plate Zipper Fire R/L White Flitter
- 3 30mm Crossette Split Plate 8sh X 14 Gold Flitter
- 3 30mm Crossette Split Plate 8sh X 14 Silver
- 5 30mm Crossette Split Plate 8sh X 14 Gold Spider
- 5 30mm Crossette Plate 8sh X 30 Assorted Colors
- 5 30mm Crossette Plate 8sh X 30 Gold Flitter
- 2 30mm Crossette Plate 8sh X 6 Silver
- 15 30mm Crossette Plate 8sh X 30 White Flitter
- 3 30mm Comet Plate 3pt Fan Rack Crackle
- 6 30mm Comet Fan Rack 3pt Gold Flitter
- 3 30mm Comet Plate Zipper Fire L/R Red
- 3 30mm Comet Plate Zipper Fire L/R Red w/Silver Tail

- 2 30mm Comet Plate 8sh X 30 Purple w/Silver Tail
- 4 30mm Comet Plate 8sh X 30 Green w/Silver Tail
- 4 30mm Comet Plate 8sh X 30 Orange w/Silver Tail
- 6 30mm Comet Plate 8sh X 30 alt Red & Blue w/Silver Tail
- 6 30mm Comet Plate 8sh X 30 Gold Flitter
- 6 30mm Comet Plate 8sh X 30 White Flitter
- 7 30mm Comet Plate 8sh X 30 Trans Glitter
- 10 30mm Comet Plate 8sh X 30 8 Color w/ Silver Tail
- 2 30mm Bombette Fan Rack 3pt Red
- 3 30mm Bombette Plate 20sh X 20 alt Red, White & Blue
- 3 30mm Bombette Plate 8sh X 15 alt Green & WS, Purple & WS, Orange & WS
- 3 30mm Bombette Plate 8sh X 15 alt Purple & White Flitter, Green & White Flitter
- 3 30mm Bombette Plate 8sh X 6 Cannonade
- 4 30mm Bombette Plate 8sh X 20 Variegated
- 5 30mm Bombette Plate 8sh X 30 Gold Flitter
- 5 30mm Bombette Plate 8sh X 30 Silver Rain
- 5 30mm Bombette Plate 8sh X 30 Variegated
- 5 30mm Bombette Plate 8sh X 15 alt White Flitter & Red
- 7 30mm Bombette Plate 8 X 3 Cannonade
- 4 30mm Mine Plate 8sh X 30 Trans /Blue
- 6 30mm Mine Plate 8sh X 30 3/Color Red, White & Blue
- 3 38mm Mine Plate 8sh X 15 alt Purple/Green
- 3 38mm Mine Plate 8sh X 30 Trans/Blue
- 5 Bundle Candle 4 10sh 30sec Green
- 5 Bundle Candle 4 10sh 30sec Red
- 5 Bundle Candle 4 10sh 30sec Blue

- 15 Bundle Candle 4 10sh 30sec Purple
- 16 Bundle Candle 4 10sh 30sec White
- 5 16sh X 30 1.4 Merlin's Magic
- 5 25sh X 30 1.4 Renegade Repeater
- 5 25sh X 45 1.4 Magic Carpet
- 10 25sh X 30 1.4 Firing Squad
- 3 45mm Crossette Gold Spider
- 9 30mm Comet Red w/Silver tail
- 10 30mm Comet Blue w/Silver Tail
- 10 38mm Comet Glittering Transformation
- 7 45mm Comet Red w/Silver Tail
- 14 45mm Comet Silver
- 5 30mm Aerial Blue
- 5 30mm Aerial Red & White Strobe
- 7 45mm Aerial White Flitter
- 3 45mm Aerial Multi Gold
- 3 45mm Aerial Purple
- 3 45mm Aerial Red White & Blue
- 3 60mm Aerial Silver Chrys
- 6 60mm Aerial Purple Chrys
- 5 60mm Aerial Blue Chrys
- 6 60mm Aerial White Chrys
- 1 60mm Aerial Double Petal: Red w/Blue
- 1 60mm Aerial Green Peony
- 2 60mm Aerial Red Strobe
- 1 60mm Aerial Silver Chrys w/Red

- 2 60mm Aerial Variegated to Crackle
- 2 60mm Aerial Purple w/Silver Coconut
- 2 60mm Aerial Green Go-Getters
- 4 60mm Aerial Red Go-Getter
- 2 60mm Aerial Gold Kamuro
- 2 60mm Aerial Gold Wave to Red
- 2 60mm Gold Wave to Crackle
- 2 60mm Aerial Half Red Half Blue
- 2 60mm Aerial Blue Peony
- 4 60mm Aerial Red Peony
- 4 60mm Aerial Yellow Peony
- 2 60mm Aerial White Ring
- 2 60mm Aerial Gold Willow
- 3 60mm Aerial Gold Chrys w/Green
- 4 60mm Aerial Gold Chrys w/Purple
- 3 60mm Aerial Silver Waterfall
- 2 60mm Aerial Red to Crackle
- 5 60mm Aerial Brocade Crown
- 9 60mm Aerial Silver Wave to Blue w/Red
- 3 60mm High Altitude Mine Green
- 3 70mm Red Star Mine
- 3 70mm Purple Mine
- 3 70mm Red Mine
- 6 70mm Blue Mine
- 3 70mm Gold Flitter Mine
- 9 70mm Silver Comet Mine

- 3 100mm Red Mine
- 3 100mm Silver Comet Mine
- 3 100mm Variegated Mine
- 3 100mm Blue Star Mine
- 3 100mm Magenta Mine w/Silver tail
- 3 100mm Orange w/Silver tail Mine
- 6 100mm Trans/Red Mine
- 6 100mm Red & Silver Mine
- 6 100mm Blue w/Silver Star Mine
- 6 100mm Purple & Silver Comet Mine
- 8 100mm 3/Color Red, White & Blue Mine

Tri-State reserves the right to substitute product of equal or greater value

Contracted Price: \$29,500.00