TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 55, SERIES 2019

A RESOLUTION APPROVING A CONTRACT WITH ANGEL LIGHT
PYROTECHNICS FOR THE 2020 TIMNATH FIREWORKS AND ASSOCIATE TOWN
COUNCIL PURCHASE AUTHORIZATION

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto is a contract with Angel Light Pyrotechnics and a Town Council Purchase Authorization for the 2020 Timnath Fireworks; and

WHEREAS, the Town holds an annual July 4th celebration complete with fireworks; and

WHEREAS, Angel Light Pyrotechnics is the vendor for the fireworks display and needs sufficient time to design and choreograph the display in 2019 for the 2020 fireworks show;

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The Agreement and Town Council Purchase Authorization are hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants. In addition, the Town Manager is authorized to issue a check for the amount on the Town Council Purchase Authorization TO Angel Light Pyrotechnics.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON OCTOBER 8, 2019.

TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters-Garcia, CMC
Town Clerk
ANGEL LIGHT PYROTECHNICS  
FIREWORK SHOWS AND SPECIAL EFFECTS

2020 Contract

Contracted Parties:  
Angel Light Pyrotechnics, LLC  
&  
Town of Timnath

Re: Approx. 18-minute Pyromusical Fireworks Display  
July 4th 2020—Rain date July 5th 2020

Angel Light Pyrotechnics, LLC (further known as A.L.P.) is licensed for business by the U.S. Department of Justice, Bureau of Alcohol Tobacco Firearms and Explosives and the State of Colorado for fireworks displays and special effects.

A.L.P. shall:

- Acquire permits and inspections needed for the fireworks show only. Excluding “Special Events” permits if required by local authorities, for the event.

- Set up and fire all display fireworks and special effects for the show.

- Provide insurance including the sponsor as co-insured, labor, assistance and consultation to perform work in compliance with published, applicable Federal, State Local Laws, Codes and Regulations.

- Have final determination as to the safe firing of any and all pyrotechnic and firework devices.

- Provide equipment and devices necessary or required to complete the Display.

- Perform “Dud hunt(s)” and retrieval of unexploded fireworks immediately after the show and the following morning after night shows.

- Clean up of major fireworks debris, 8 inches and larger, on the entire fallout area (Small debris, under 8 inches, will be the Sponsors’ responsibility.)
Insurance. A.L.P shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker’s compensation and employer’s liability insurance covering all employees of A.L.P. involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town of Timnath, Colorado as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Sponsor may carry, and any insurance maintained by the Sponsor shall be considered excess.
Town of Timnath (further known as the Sponsor) shall:

- Provide the payment of a $31,875.00 deposit in advance due at the signing of the contract to reserve the date, and a final $31,875.00 show fee due immediately after each completed show, or a total of $63,750.00 maximum, may be paid in advance. All prices will be updated by the end of January or when A.L.P.’s supplier provides updated pricing and the final invoice and contract will be adjusted accordingly.

- Sponsor shall agree to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any bonds as required by law in the Sponsor’s community when necessary, and agree to furnish necessary police, fire, and Sponsor’s protection, for proper crowd control, auto parking, and proper supervision in cleaning of debris or any pyrotechnic material which remains at the site of the display after a display has taken place.

- Provide special events permits, if required by local authorities, (which may have a fee due to them).

- Provide contact information for any event personnel for fire watch, crowd control, security, Radio Frequency manager, set up, and area access, including keys, for set up, tear down and dud hunts.

- Provide approval of final soundtrack and sound system needed for choreography and performance of the final show. If no music is specified ALP will choose a set of music.

- Provide parking arrangements for pyro crew.

- Provide a temporary crowd control barrier and monitors at positions determined by A.L.P. and A.H.J. to prevent spectators and unauthorized persons from entering the fallout area. The crowd line needs to be established for 1-2 days if possible but at minimum 8 hours prior to show time through the next morning. At no time will general public be allowed within 100 feet of the set up when explosives are present. This may require 2 crowd lines if there are other events in close proximity.

- Arrange for sprinkler systems for outdoor turf to be off for set up and tear down of equipment.

- Arrange to mow and/or pre burn around launch site measuring approximately 700’ radius from the point determined by A.L.P. in order to remove dry ground cover.

- Arrange for a water truck to wet launch area approximately 1 hour before the show start time.

- Provide overnight security when explosives are present the night of July 3rd or in case of weather delay to July 5th.

- Know in the case of a cancellation of the show by the Sponsor, after the contract is signed and:

  *Before the show is set up*, for reasons other than those listed on page 3, the Sponsor agrees to pay A.L.P. 50% of the total display price.

  *After the show is loaded*, causing ALP to unload the show, for reasons other than those listed on page 3, the Sponsor agrees to pay A.L.P. 100% of the total display price.
Circumstances affecting the planning or performance of the display that are beyond the control of the Sponsor and/or A.L.P.

We recommend you purchase event cancellation insurance due to scenarios described in paragraph 2. (below)

(A.L.P. reserves the right to renegotiate, cancel or postpone this contract due to overseas fireworks importation problems and/or fireworks industry supply shortages causing a lack in A.L.P. inventory.)

(Circumstances include severe weather at our Warehouse location in all below scenarios.)

1. Weather delay- If extreme rain or other inclement weather described in paragraph 2. (below) should delay the set up of the display, the start of the display may be delayed by the same amount of time or more. A.L.P. can still fire the display in light rain or snow.

2. Cancellation/Postponement before the display set up has begun: Should inclement weather or other circumstances that are beyond the control of the Sponsor and/or A.L.P.; extreme rain, hail, extreme snow, ice, fog, cold 0°F or lower, high winds, lightning, or dry conditions creating a significant fire danger, or other extreme conditions or other severe weather, affect the planning or performance of the display, thus causing the Sponsor, Authority Having Jurisdiction or the Lead Pyrotechnician for A.L.P. to cancel the display before A.L.P. begins set up:

   - The Sponsor will have to pick a date within 6 months from the date of this contract to reschedule the display, one time, for no additional fees, including insurance transfer, excluding other pre-contracted show dates.

   - If the display is rescheduled for a date between 6 months and 10 months, a fee of 15% of the total display price will be added. If a display can't be rescheduled before 10 months, it will be considered canceled.

   - Should the Sponsor not reschedule and cancel the display, the Sponsor agrees to pay A.L.P. 50% of the total display price specified in this document.

   - The Sponsor must choose one option within 10 business days after postponing. If no postponement date is picked within 10 business days, the default is a cancellation and ALP will be due 50% of the total display price.

3. Display date weather postponement after the display has been set up: Should inclement weather or circumstances as described in paragraph 2 (above) cause the Sponsor, Authority Having Jurisdiction or the Lead Pyrotechnician for A.L.P. to cancel the display after the display is set up, A.L.P. will attempt to fire the display on the following day for an additional fee of $300 per day, 2 days maximum, including insurance transfer. The Sponsor agrees to maintain site security until the show is performed.

   - Should the Sponsor wish the display to be performed on a date more than two days after the original display date (thus causing A.L.P. to remove its equipment from the site and set up again on the alternate date), the Sponsor agrees to pay A.L.P. an additional fee of 50% on top of the total display price specified in this document for the added labor and transportation expense.

   - Should the Sponsor not wish to reschedule and cancel the display, the Sponsor agrees to pay A.L.P. 50% of the total display price specified in this document.

   - The Sponsor must choose one option on the original contracted display date.

4. Display date weather cancellation after the display has begun: Should inclement weather or other circumstances as described in paragraph 2 (above) cause either the Authority Having Jurisdiction or the Lead pyrotechnician for A.L.P. to cancel the display after the show has begun, the Sponsor agrees to pay A.L.P. 100% of the total display cost specified in this document, including any unpaid balance thereof. A.L.P. will carry over an equal amount of the remaining undamaged, unfired fireworks product to the Sponsor's next contract for a comparable event with A.L.P. in the form of credited dollar amount.
NOTICE AND DISCLAIMER

In every show there is an uncertain amount of unfired product (misfires or duds). A.L.P. has no quality control on the manufacture of imported product.

If severe weather is encountered while the show is set up, there also may be a delay in the shoot time and a shot count loss due to weather damage, which is considered a circumstance out of our control.

A.L.P. does its best to purchase, build and protect reliable and high-quality product. We take great care in firing the product safely and completely. We don't like taking fireworks back to the shop. :)

A.L.P is not responsible for problems due to legal or illegal Radio Frequency (RF) signal blocking.

The Sponsor agrees to contact A.L.P. immediately if any unexploded product or “dud” is found. (They look like plain brown paper wrapped tube or burnt baseballs/softballs) A.L.P. can then determine and perform proper and safe handling of that product.

Urgent Calls 970-215-6496.

The Sponsor is hereby notified that all firework shows and the product used in the shows may have a risk to life and property. The risk is significantly increased if not handled properly by qualified professionals.

A.L.P. reserves the right to postpone or cancel a show due to inadequate fire protection, due to the absence or low participation of the Fire Department or Authority Having Jurisdiction (A.H.J.), rendering the display unsafe or high risk. Refer to page 3 for scenarios.

Professional and permitted firework shows are exempt from fire bans.

A.L.P. reserves the right to video and/or photo our set up and all of our effects during all performances for liability, advertising and research reasons.

A.L.P. reserves the right to postpone or cancel a show due to adverse weather conditions, which are determined by the Sponsor, A.H.J. and/or A.L.P. Rain dates will then be discussed. Refer to page 3 for scenarios.
This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.

The undersigned agree to and will abide to all pages and provisions of this contract.

Angel Light Pyrotechnics, LLC: Larry Darrington, Jr.

Date: 9-10-2019

Representative of Town of Timnath

X

Date: 10/8/19