



	Approved	Denied
Date Action Taken:	6/25/07	
Other:		
Verified by:	<i>K. Miller</i>	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 07-33

TITLE: AWARD OF A 3-YEAR CONTRACT TO FIRE ART BY GRIZ IN AN AMOUNT NOT TO EXCEED \$12,000 PER YEAR FOR PYROTECHNICAL SERVICES TO PERFORM THE 4TH OF JULY AND 2008 IDITAROD DAYS FIREWORK DISPLAYS AT IDITAROD PARK.

Agenda of: June 25, 2007

Date: June 13, 2007

Originator: William A. Miller, Purchasing Officer

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
X	Culture and Recreation Services Director Library, Museum, Sports Complex	
	Public Works & Recreation Facility Maintenance Director	
X	Finance, Risk Management & MIS Director Purchasing	<i>Juanita Ellegren 6-13-07</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>S. Hardy 6-15-07</i>
X	City Clerk	<i>K. Miller</i>

REVIEWED BY MAYOR DIANNE M. KELLER: *Dianne M. Keller*

FISCAL IMPACT: yes \$12,000 or no Funds Available yes no

Account name/number:

001-4570-457.50-91 Other Purchased Services – Recreation Programs

Subject to annual appropriation to expenditure account

SUMMARY STATEMENT: In accordance with WMC 5.08.110, on May 11, 2007, the City of Wasilla issued Invitation to Bid 0661-0-2007 for pyrotechnical services to perform the 4th of July and 2008 Iditarod Days firework displays at Iditarod Park. A bid was received from only one company: Fire Art by Griz. Following a thorough review of the bid, the Purchasing/Contracting Officer confirmed that it conformed in all material respects to the solicitation.

Fire Art by Griz has been conducting the City's fireworks shows for the past eight years and has never had a safety accident or incident during the commission of these shows.

In addition, the company possesses all of the required federal, state, borough and city licensing, bonding and insurance, and has worked diligently to maintain its cost structure in order to provide high quality shows for the same amount of funding. This management style assists the City in delivering high quality shows and ensures the most cost effective use of taxpayer funds.

ACTION: Council is requested to authorize the award of a contract for two fireworks shows per year to Fire Art by Griz, Inc., in an amount not to exceed \$12,000 per year. The term of the contract shall be for three (3) years commencing July 1, 2007. The continuation of the new Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Wasilla City Council. The City may terminate this Contract, and Fire Art by Griz, Inc., waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

CITY OF WASILLA

• Purchasing •

290 East Herning Avenue • Wasilla • Alaska • 99654-7091

• Telephone 907-373-9047 • Fax 907-373-9011 •



INVITATION TO BID

No. 0661-0-2007/WM

Fireworks Displays

RELEASE DATE

May 11, 2007

SUBMISSION DEADLINE & BID OPENING TIME

June 6, 2007 @ 2:00 p.m.

A company or individual that submits a bid MUST be on the official City of Wasilla planholders list which is maintained at:
http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=712050

Failure to be on the list will be cause for their bid to be deemed non-responsive.

In addition, any copies of this bid, attachments or addendums obtained from any source other than www.cityofwasilla.com/purchasing or the City of Wasilla Purchasing Officer are not valid.

For additional information, please contact:
William Miller, Purchasing Officer
(907) 373-9047

BID SUBMITTAL INFORMATION

Bid Specifications & Signature Page located on pages 12 – 15.
This ITB contains a total of seventeen (15) pages.

Bids sent by mail or overnight delivery must be returned in a sealed envelope with the bid number and opening date clearly marked in the lower left corner on the front side of the envelope. Bids mailed by the US Postal Service, UPS, Federal Express, DHL, etc. must be addressed to: *CITY OF WASILLA, Purchasing Officer, 290 E. HERNING AVENUE, WASILLA, AK 99654.* The City of Wasilla will not be held responsible for bid envelopes mishandled as a result of the envelope not being properly prepared. Faxed bids will not be accepted. Bids sent by special mail (UPS, Overnight, Fed-Ex., etc.) that do not arrive by bid opening time and date **WILL NOT BE ACCEPTED.**

This entire document and any amendments if applicable to this bid must be returned as part of the contractor's bid submission. Contractors must return one (1) signed copy of their entire bid document submission to the Purchasing Officer prior to the close of this solicitation. Failure to comply with this requirement will be grounds for non-acceptance of the bid.

BID PRICES WILL BE DISCLOSED AS REQUIRED BY WASILLA MUNICIPAL CODE. WHILE PRICE IS AN IMPORTANT CRITERIA CONSIDERATION IN THE BID AWARD PROCESS IT IS NOT THE ONLY CRITERIA. A BID AWARD IS MADE TO THE LOWEST RESPONSIBLE BIDDER OR BIDDERS BASED UPON AN EVALUATION OF ALL BIDS SUBMITTED AND THEIR CONFORMANCE WITH SPECIFICATIONS, TERMS AND CONDITIONS STATED IN THE BID. THE PURCHASING OFFICER MAY REJECT ANY OR ALL BIDS OR MAY ACCEPT THE BID DETERMINED BEST FOR THE INTEREST OF THE CITY.

1. ACRONYMS/DEFINITIONS:

For the purposes of this Invitation to Bid, the following acronyms/definitions will be used:

Bidder	Company/vendor/individual submitting a bid in response to this Invitation to Bid.
City	The City of Wasilla and any City department identified herein.
Goods	Within the definition of WMC 5.08.010 and 5.08.110; identified in this Invitation to Bid.
Lowest Responsible Bidder/Contractor	The organization/individual that is awarded a contract or order for the goods identified in this Invitation to Bid.
May	Indicates something that is not mandatory but permissible.
Responsible	A bid and bidder will be determined responsible if s/he meets the following criteria: The skill/experience demonstrated by bidder in performing contracts of a similar nature. The bidder's record for honest and integrity. The bidder's capacity to perform in terms of facilities, personnel and financing. The bidder's past performance under city contracts.

Responsive	A bid and bidder that conforms in all material respects to the solicitation.
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid as non-responsive.
WMC	Wasilla Municipal Code

2. BID SOLICITATION, EVALUATION AND AWARD PROCESS:

- a. This procurement is being conducted in accordance with WMC 5.08.110.
- b. For purposes of addressing questions concerning this Invitation to Bid, the sole contact will be the Purchasing Officer. Upon issuance of this Invitation to Bid, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this Invitation to Bid with any prospective bidders or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- c. Pursuant to WMC 5.08.110, responsible bids must conform to all standards and specifications in the Invitation to Bid.
- d. Pursuant to WMC 5.08.110, the Purchasing Division may enter into a contract using a standard form of contract, by advertising in accordance with the provisions of WMC 5.08.110(B) for the furnishing of goods and services for not more than 5 years. The original terms of a contract may be extended annually thereafter if the conditions for extension are specified in the original solicitation, and the Purchasing Officer determines that an extension is in the best interest of the city.
- e. In accordance with WMC 5.08.190, the city has a local contractor preference. WMC 5.08.190 states:
 - a. The city may specify in an invitation for bids or request for proposals that it will reduce the bid or proposal price of a local contractor by two and one-half (2-1/2) percent for purposes of bid or proposal evaluation.
 - b. If the city has specified that an invitation for bids or request for proposals is subject to the local contractor preference authorized by subsection A of this section, the city will reduce the price bid or proposed by each local contractor by two and one-half (2-1/2) percent before evaluating bid or proposal prices for purposes of contract award. The reduction authorized by this subsection is applied only for bid or proposal evaluation, and is not applied to the awarded contract price.
 - c. A local contractor is a person who:
 - i. Holds current State of Alaska, City of Wasilla and Matanuska-Susitna Borough business licenses;
 - ii. Submits a bid or proposal under the name which appears on its current State of Alaska, City of Wasilla and Matanuska-Susitna Borough business licenses; and
 - iii. Has maintained a place of business within the Wasilla City limits staffed by the contractor or an employee of the contractor for a period of at least six months immediately preceding the date of submission of the bid or proposal.
 - d. Pursuant to WMC 5.08.110 and 5.08.130, all goods with an the estimated cost in excess of \$10,000 must be purchased by formal contract from the lowest responsible bidder after due notice inviting the submission of sealed bids to the Purchasing Division at the date, hour and location set forth in the bid, and at that date, hour and location the bids must be publicly opened.

- e. Pursuant to WMC 5.08.110 and 5.08.170, the Purchasing Officer, Mayor and/or City Council may reject any or all bids, or may accept the bid determined best for the interest of the City.
- f. In awarding contracts for the purchase of goods and services, whenever two or more lowest bids are identical, the Purchasing Officer shall:
 - i. If the lowest bids are by bidders resident in the City of Wasilla, accept the bid that is in the best interests of the City.
 - ii. If the lowest bids are by bidders resident outside the City:
 - 1. Accept the bid for goods or commodities produced or manufactured in the State; or
 - 2. Accept the bid for goods or commodities supplied by a dealer resident in the State.
- g. All bids on more than one item on which bids are called for by the same notice must be itemized and give a price for each item.
- h. Pursuant to WMC 5.08.110 all bids must:
 - i. Be in writing and signed.
 - ii. Be sealed or, if the bid is submitted electronically, secured by an electronic equivalent of a seal, as approved by the Purchasing Officer.
 - iii. Be opened and read publicly by the Purchasing Officer as they are opened.
- i. Pursuant to WMC 5.08.160 every contract or order for goods and services must be awarded to the lowest responsible bidder. To determine the lowest responsible bidder, the Purchasing Officer shall consider, if applicable, the imposition of inverse preference described in WMC 5.08.190 and may consider:
 - i. The location of the using agency to be supplied.
 - ii. The qualities of the goods or services to be supplied.
 - iii. The total cost of ownership of the goods to be supplied.
 - iv. Except as otherwise provided in paragraph (5), the conformity of the goods or services to be supplied with the specifications.
 - v. If the goods or services are an alternative to the specifications listed in the original invitation for bids, whether the advertisement for bids included a statement that bids for an alternative article will be considered if:
 - 1. The specifications of the alternative goods or services meet or exceed the specifications of the article listed in the original invitation for bids;
 - 2. The purchase of the alternative goods or services results in a lower price; and
 - 3. The Purchasing Officer deems the purchase of the alternative goods or services to be in the best interest of the City of Wasilla.
 - vi. The purposes for which the goods or services to be supplied are required.
 - vii. The dates of delivery of the goods or services to be supplied.
- j. When determining the purchase of goods, the Purchasing Officer will consider the "total cost of ownership" which includes, but is not limited to:
 - i. The history of maintenance or repair of the goods;
 - ii. The cost of routine maintenance and repair of the goods;
 - iii. Any warranties provided in connection with the goods;
 - iv. The cost of replacement parts for the goods; and
 - v. The value of the goods as used goods when given in trade on a subsequent purchase.
- k. Pursuant to WMC 5.08.110(D.1.), the Purchasing Officer may allow a person to withdraw his bid if:

- i. The Purchasing Officer believes that an obvious error has been made by the person which would cause him financial hardship; and
- ii. The contract has not yet been awarded.
- l. Pursuant to WMC 5.08.110(E) each bid and the name of the person making the bid shall be entered on a record. The record, with the name of the successful bidder indicated thereon, shall be open to public inspection after the award of the contract.
- m. Reference to a specific manufacturer or a specific product or model in the bid specifications does not restrict bidders to that manufacturer, product or model. This method is used to indicate the functional requirements (e.g., type, design, characteristics, quality) of the article desired. Bids may be considered on other manufacturer's products or other models determined by the Purchasing Officer to be the functional equivalent of the product or model referenced.
- n. Submission of a bid shall constitute an agreement to all terms and conditions specified in the Invitation to Bid, including, without limitation, the Terms and Conditions for Purchase of Goods set forth in Section 4, except such terms and conditions that the bidder expressly excludes.
- o. Bids must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the bidder's standard contract language. The omission of these documents renders a bid non-responsive. A review of these documents is necessary to a determination of which bid is in the best interests of the City.
- p. For any bid exceeding \$100,000 for total of all base items and alternates, the successful Bidder shall furnish the Purchasing Officer a Performance and Payment Bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement including the one-year warranty period, unless otherwise specified. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond.
- q. Prices offered in bids are an irrevocable offer for the term of the contract and any contract extensions unless otherwise specified.
- r. The Purchasing Officer's acceptance of a bid through a written Notification of Award will create a binding contract.
- s. Sanctions for breach of contract and penalties may be assessed by the Purchasing Officer.
- t. Tabulations of the bid evaluation are available to all bidders via Demandstar.com or by contacting the Purchasing Officer.
- u. Pursuant to WMC 5.16 any contractor who enters into a contract with the City of Wasilla and who sells tangible personal property in the City of Wasilla is required to obtain a permit and agree to collect and pay the taxes imposed by law on the sale of tangible personal property in this city.

3. **TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES:**

- a. **ASSENT:** The City and Contractor agree that the City's acceptance of Contractor's Bid through the issuance of a written Notification of Award shall create a binding Contract.
- b. **INCORPORATED DOCUMENTS:** The Contract shall consist of this Invitation to Bid and any amendments to this invitation to bid if applicable the Contractor's Bid and all documentation contained therein, and the Notification of Award, together with any subsequently-issued Purchase Order executed by a person with full power and authority to issue same on behalf of the City. A

Contractor's Bid shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

- c. **DEFINITIONS:** "City" means the City of Wasilla and any city department identified herein.
- d. **CONTRACT TERM:** This Contract shall be effective for the period indicated in the Invitation to Bid, unless sooner terminated by either party as set forth in this Contract. The Contract term may be extended.
- e. **NOTICE:** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
- f. **TERMINATION:**
 - i. Without Cause. This Contract may be terminated upon written notice by mutual consent of both parties or by the City upon 5 days written notice without cause.
 - ii. City Termination for Nonappropriation. The continuation of this Contract beyond the current year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Wasilla City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - iii. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - 1. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Wasilla with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

7. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (5), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
8. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
9. The parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
10. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency.

g. **REPRESENTATIONS:** Contractor represents and warrants to the City:

- i. **Contractor Authorization:** Contractor is duly organized, validly existing, and in good standing under the appropriate laws with full power and authority to conduct the business that it presently conducts in the City of Wasilla. Contractor has the legal power and right to enter into and perform the Contract. Consummation of the transactions contemplated by the Contract will not violate any provision of law, or any of Contractors governing documents (articles of incorporation, partnership Contract, etc). Execution of the Contract and all documents provided for in the Contract by Contractor and its delivery to the City have been duly authorized by the board of directors or managing agents of Contractor and no further action is necessary on Contractor's part to make the Contract valid and binding on Contractor in accordance with its terms. Contractor has obtained all licenses and permits to perform all of its requirements under the Contract, and is current on all tax obligations to the City of Wasilla or any other governmental entity in Alaska.
- ii. **Bid Representations:** All statements made by Contractor on any application, bid, proposal, offer, financial statement, or other document used by Contractor to induce the City to enter into the Contract are true, correct, complete, and omit no information which would render them misleading.

4. **BREACH; REMEDIES:** Failure of either party to perform any obligation of the Contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Alaska law, cancel the Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law, and exercise of one remedy or right is not a waiver of the right to pursue any other right or remedy afforded. Penalties provided under Alaska law shall be limited to those in effect on the effective date of the Contract. Either party, as a prevailing party to any arbitration or other action regarding the enforcement of the Contract, is entitled to reasonable attorney fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$175 per hour for City-employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.
5. **LIMITED LIABILITY:** The City will not waive and intends to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.
6. **WAIVER OF BREACH:** A failure to assert any right or remedy available to a party under this Contract, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise

shall not be deemed to be a waiver of any other right or remedy under this Contract, unless such waiver is contained in a writing signed by the waiving party.

7. **SEVERABILITY**: If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
8. **ASSIGNMENT/DELEGATION**: To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. No duties of either party may be delegated without written consent by the other party, and any such consent does not in any way affect the liability of the delegating party, unless the writing so states.
9. **FORCE MAJEURE**: Contractor shall not be liable for any delay in delivery or failure to deliver any or all of the goods where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of crops or supplies from ordinary sources, earthquake, fire, flood, storm, accident, any act of God or any other cause beyond the control of Contractor. City shall not be liable for failure to take delivery of the goods where any of the above causes prevent carrier or City from accepting delivery. But, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under this Contract as soon as is feasible. Performance by the other party shall be suspended and excused during the period of any such delay or failure and performance shall resume as soon as possible after removal of the excuse.
10. **GOVERNING LAW; JURISDICTION**: The laws of Alaska, including, without limitation, Alaska's Uniform Commercial Code in effect on the date of the Notification of Award, shall govern this Contract. The parties consent to the jurisdiction of the trial courts for the State of Alaska at Palmer, Alaska for enforcement of this Contract.
11. **ENTIRE AGREEMENT; CONFLICT WITH OTHER DOCUMENTS**: This Contract (including all incorporated attachments) is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms hereof. All prior agreements are superseded and excluded. Prices, quantities, dates, and places of deliveries and means of transportation may be fixed by attachments to this Contract. Except as previously stated, if any term in any incorporated attachment or in any Contractor's invoice contradicts or negates a term in this Contract, this Contract shall control. All amendments must be in writing signed by the parties.
12. **INSURANCE SCHEDULE**: Unless expressly waived by negotiation in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:
 - a. Contractor has provided the required evidence of insurance to the Contracting Agency of the City, and
 - b. The City has approved the insurance policies provided by the Contractor.
 - c. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve shall not constitute a waiver of the condition.
 - d. Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum

requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

- i. Final acceptance by the City of the completion of this Contract; or
 - ii. Such time as the insurance is no longer required by the City under the terms of this Contract.
- e. Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.
- f. Workers' Compensation and Employer's Liability Insurance
- i. Contractor shall provide proof of worker's compensation insurance as required of Alaska Administrative Code Title 8.
 - ii. Employer's Liability insurance with a minimum limit of:
 1. Bodily Injury by Accident - \$100,000 per each accident
 2. Bodily Injury by Disease - \$100,000 per each employee
 3. Bodily Injury by Disease - \$500,000 policy limit
 - iii. If this contract is for temporary or leased employees, an Alternate Employer endorsement must be attached to the Contractor's workers' compensation insurance policy.
- g. Commercial General Liability Insurance
- i. Minimum Limits required:
 1. \$2,000,000 General Aggregate
 2. \$1,000,000 Products & Completed Operations Aggregate
 3. \$1,000,000 Personal and Advertising Injury
 4. \$1,000,000 Each Occurrence
- h. Business Automobile Liability Insurance
- i. Minimum Limit required: \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- i. Professional Liability Insurance
- i. Minimum Limit required: \$1,000,000 Each Claim
 - ii. Retroactive date: Prior to commencement of the performance of the contract
 - iii. Discovery period: Three (3) years after termination date of contract.
 - iv. A certified copy of this policy may be required.
- j. Umbrella or Excess Liability Insurance
- i. May be used to achieve the above minimum liability limits.
 - ii. Shall be endorsed to city it is "As Broad as Primary Policy"
- k. General Requirements:
- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, The City of Wasilla, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from the Contract.

- ii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
 - iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- l. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without twenty (20) days prior written notice to the City of Wasilla, c/o Purchasing/Contracting Officer, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- m. Approved Insurer: Each insurance policy shall be:
- i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City and having agents in Alaska upon whom service of process may be made, and
 - ii. Currently rated by A.M. Best as "A-VII" or better.
- n. Evidence of Insurance: Prior to the start of any Work, Contractor must provide the following documents to the contracting City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) signed by an authorized insurance company representative, must be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection a above.
 - iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- o. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
- p. Mail all required insurance documents to the Contracting Agency identified on page one of the contract. Address the required insurance documents as ATTN: PURCHASING OFFICER.
- q. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal

property taxes are the responsibility of Contractor. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set-off against consideration due any delinquent government obligation.

12. SPECIAL TERMS AND CONDITIONS:

- a. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the bid opening is available through prearrangement with the Purchasing Officer.
- b. Proof, satisfactory to the City, must be provided by Bidder to show that any alternate article is equal to, or exceeds the bid specifications in design and performance. Complete and detailed comparative documentation for equipment other than requested in this solicitation is **required** to be submitted with bid. Equivalent items may be subject to performance testing.
- c. Bidders are especially cautioned to **RECHECK BID PRICES FOR ERRORS** prior to submitting bid as changes in bid prices after opening date and hour of bid due to an error **WILL NOT BE PERMITTED OR ACCEPTED**. Bidder shall be required to furnish equipment at price or prices bid on or be penalized by removal from bidder's list for a period of one year.
- d. **For purposes of addressing questions concerning this Invitation to Bid, the sole contact will be the Purchasing Officer. Upon issuance of this Invitation to Bid, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this Invitation to Bid with any prospective bidders or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.**
- e. The City of Wasilla reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.

SCOPE OF SERVICES for FIREWORKS DISPLAY

The City of Wasilla is seeking to secure an experienced and licensed pyrotechnic firm to perform the 4th of July and 2008 Iditarod Days fireworks displays. The location of both displays shall be at Iditarod Park located in Wasilla at the corner of Weber and Lucille. The entire program for each display shall last a minimum of thirty (30) minutes with no time without a display in the air and creative use of the airspace being observed. The budget for the displays is \$6000 per display for a total annual expenditure of \$12,000.

The first display date shall be July 3, 2007 and shall commence promptly at 11:30 p.m. The second display date is scheduled to be Friday, February 29, 2008 and shall commence promptly at 7:00 p.m., but is subject to change and may be done so at no additional cost to the City. The second display date and time shall be finalized by no later than December 1, 2007

MINIMUM REQUIREMENTS: Proposers who are interested in this Solicitation shall have, at a minimum, the following capabilities:

1. Contractor **MUST** be licensed and approved to fire shells in the State of Alaska. Photocopy of license and/or approval **MUST** be supplied with the bid.
2. Contractor **MUST** be licensed and approved to transport fireworks and related materials in the State of Alaska. Photocopy of license and/or approval **MUST** be supplied with the bid.
3. The successful bidder **MUST** comply with NFPA 11.23 and all local, state, and federal regulations and work closely with the Matanuska Susitna Borough Fire Department.
4. Bidder shall be responsible for securing all necessary permits, licenses, etc., to conduct each show.
5. Bidder and personnel shall have a minimum of five years experience in public fireworks display for municipal or state government.
6. No subcontractor may be used at any time without prior written approval from the City of Wasilla Purchasing/Contracting Officer.

INSURANCE REQUIREMENTS: In conjunction with Section 12 – Insurance Schedule (above), the City will accept written proof of contractors insurability submitted with sealed bid; also provide proof of applicable licensing. When bid is accepted and before a contract is signed, provide the City of Wasilla with a Certificate of Liability Insurance for a minimum amount of two-million (\$2,000,000.00) dollars and naming the City of Wasilla as an additional insured.

DELIVERY: As a requirement of this Solicitation and not allowable as an *exception to the Solicitation*, Bidders shall offer delivery and/or shipping costs prepaid FOB Wasilla for all items. If there are handling fees, these also shall be included in the pricing.

PENALTY: Due to the public relations impact and credibility of the program, the City requests a payment penalty schedule receipt of inferior fireworks (duds) and inventory shortage as contracted. *Attach a narrative describing your recommendation for a progressive payment penalty for pieces shorted or duds.*

LIQUIDATED DAMAGES: Failure by the vendor to start the fireworks display at the times mandated in this Invitation to Bid, will cause the vendor to pay liquidated damages to the City in the amount five percent (5%) of the total contract amount. Liquidated damaged shall be deducted for every 15 minutes beyond the start times listed below. For example, if the delay occurs between 11:30 p.m. and 11:45 p.m., the liquidated damages will

be \$300 for a \$6,000 show. Exception: If weather conditions or other safety factors, as determined by the Borough Fire Marshal, require a delay

CLEANUP: Bidder shall be responsible for ensuring that display debris is cleared from site and that all partially exploded and unexploded shells at the site are safely disposed in accordance with the law. The bidder shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by City’s representative, shall remove such debris and materials from the property. Bidder shall leave all affected areas as they were prior to beginning work

INVOICING: Invoices shall be submitted monthly and will be paid on a Net 30 basis.

PARTIAL BID SUBMISSION: Submission of a partial listing of items in the Bid Matrix may result in the bid being deemed non-responsive.

Can you guarantee delivery to meet the July 3rd date as set forth in this bid? See Attachment

Indicate time you will begin setup time: See Attachment

EXPERIENCE	
STATE THE NUMBER OF YEARS PUBLIC FIREWORKS DISPLAY EXPERIENCE FOR MUNICIPAL AND STATE GOVERNMENTS:	See Attachments

MUNICIPAL & STATE GOVERNMENT REFERENCES	
GOVERNMENT NAME: ADDRESS: CITY: See Attachments STATE: ZIP:	CONTACT NAME & PHONE NUMBER: See Attachments
GOVERNMENT NAME: ADDRESS: CITY: : See Attachments STATE: ZIP:	CONTACT NAME & PHONE NUMBER: See Attachments
GOVERNMENT NAME: ADDRESS: CITY: : See Attachments STATE: ZIP:	CONTACT NAME & PHONE NUMBER: See Attachments
GOVERNMENT NAME: ADDRESS: CITY: : See Attachments STATE: ZIP:	CONTACT NAME & PHONE NUMBER: See Attachments

OTHER INFORMATION

DESCRIBE YOUR SAFETY PROGRAM AND WHAT YOUR COMPANY WILL DO TO MINIMIZE A SAFETY INCIDENT:

SEE ATTACHMENTS

DESCRIBE ANY SPECIAL FEATURES OF YOUR DISPLAY:

SEE ATTACHMENTS

DESCRIBE YOUR PROGRAM VARIATION:

SEE ATTACHMENTS

PRICING: Bid price shall include all production costs relating to the display of fireworks event.

**Bid Matrix
(30 minute show)**

Opening

Count	Description	Bid Price
24	2" candles (8 shots each)	\$
6	Large 102 shot repeater cakes	\$
70	2½" shells	\$
150	3" shells	\$
50	4" shells	\$
36	5" shells	\$
8	6" shells	\$

Grand Finale

50	2½"	\$
60	3" shells	\$
1	Multi-cake shot (150 shots)	\$
Total Cost of Each Show		\$ SEE PAGE 15 OF THIS BID

State any alternative or addition you would make to the show and the additional cost (if any):

SEE ATTACHMENTS

We (I) have read ALL attachments including the specifications and FULLY understand the requirements to provide FIREWORKS DISPLAY as follows:

Date: July 3, 2007 at 11:30 p.m. (firm date and time)
Location: Iditarod Park
Bid Price: \$ ~~6,000~~ Per Scope of SERVICES 5,991.00

Date: February 29, 2008 at 7:00 p.m. (subject to change)
Location: Iditarod Park
Bid Price: \$ ~~6,000~~ PER SCOPE OF SERVICES 5,991.00

This pricing information is hereby provided in accordance with the terms and conditions of this Invitation to Bid. I have read, understand, and agree to all terms and conditions herein.

Company Name: Fire art by Greg
Contact Name: CRIZ E-Mail Address: Fire art@MTA Alaska LING.

Address: Box 0584
City: BIG LAKE State: AK Zip: 99652
Telephone (907) 892-7700 Fax (907) 892-7700 Federal Tax ID No.: 92-6137-143

Payment Terms COD
Signed [Signature]
Print Name & Title CRIZ Boss
Date 6-2-07

I have read, understand and agree to comply with the terms and conditions specified in this Invitation to Bid. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions must be documented.

YES NO SIGNATURE [Signature]

EXCEPTIONS: Attached additional sheets if necessary.

--Fire Art by Griz Inc.--

P. O. Box 520584 Big Lake, Alaska. 99652 Phone & Fax 907-892-7700

E-Mail fireart@mtaonline.net

6-4-07

City Of Wasilla
290 East Herning Ave
Wasilla, AK 99654
373-9047

Bid: 1TB-9661-0-2007/WM

ALL MATERIAL SUBMITTED IS PROPRIATORY INFORMATION

Under Scope of Services

1. "Licenses by State"----Copy of State issued Pyro Permit
2. " Licensed and approved" ----Approval by ATF & E,---DOT,---State TSA
3. NFPA 1123----- Have for the past 21 years now.
4. "... Securing permits"---Have for the past 18 years with Wasilla. See Item #4 & 4A (Insurance Certificate naming the City of Wasilla as insured.
5. " 5 years experience.." --- See Proclamation from Governor Sarah Palin
6. " No subcontractor.." --- Never used any. Do everything in house.

Insurance requirements: --- See Certificate of Insurance naming City of Wasilla as insured for display 7-4-07. February 29, 2008 is after policy year end but shall be presented upon renewal of Insurance.

Delivery: FOB--- Our quotation is all inclusive and is FOB Wonderland Hill.

Penalty: " Narrative.." "If you don't like it you don't owe us anything!"

Liquidated Damages: 5%-- We approve and support this 5%.

Clean up: We support and approve this section.

Partial Submission: Yes indeed we guarantee delivery of the 7-3-07 display as set in this bid.

Our Set up time: shall begin at approximately 6:00 pm.

(Continued bid submittal Wasilla)

Our Firm has been doing Fireworks displays for the past 20+ years

References:

Governor Sarah Palin

Governors Mansion

Juneau AL 99801

Contact Sarah Palin @ 465-3500

Senator Ted Stevens

522 Hart Senate Office

Washington, D.C. 20510

Contact; Ted Stevens @ 202-224-3004

Senator Lisa Murkowski

709 Hart Senate Building

Washington D.C.

Contact; Lisa Murkowski @ 202-224-6665

Commissioner Walt Monegan

450 Whittier St.

Juneau, AK. 99811

Contact; Walt Monegan @ 907-465-5500

Mayor Dainne Keller

290 E Herning Ave

Wasilla, AK 99654-7091

Contact; Dianne Keller @ 907-373-9055

Safety Program: Fire Art By Griz's safety manual is a 26 page document detailing all aspects of a display. We have been in the Display Fireworks business for over 20+ years and have never had an accident. We have safety seminars twice a year and Safety meetings before each display. We are trained in Trauma by certified Fire Department EMT's and Trauma Doctors.

Special Features of display; We are the only licensed Manufacturer in Alaska and offer unique made in Alaska shells. Our shells are Larger, Brighter and Last Longer than anyone other shells offered.

(continued bid submittal Wasilla)

Variation: All our materials are classified as 1.3G UN 0335 materials. Common name class "B" materials. We Do Not offer any class "C" materials, like our competitors, which are sold at the fireworks stands in Houston AK.

The display varies in tempo, Beat, Height, Width and Stimulation as all past displays for the City of Wasilla have.

We carry a huge inventory in the Big lake area Available any time (Come take a look) It comprises over 100 separate and totally unlike each other kinds of 3", 4", 5" and 6" shells No two alike for your viewing enjoyment. That is what makes our displays so unique.

Our Display comprises each and every item listed in the Bid Matrix for a total per display cost of ~~\$6,000.00~~ each display.

(We) I have read ALL attachments including the specifications and fully understand the requirements to provide Fireworks Display as follows:

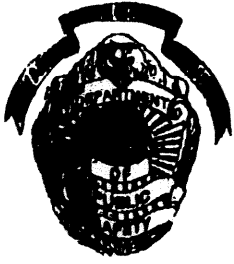
July 3, 2007 at 11:30 Pm Bid price ~~\$6,000~~ ^{5,991.00} *ey*
February 29, 2008 at 7:00 Pm Bid price ~~\$6,000~~ ^{5,991.00} *8*


Signed

Griz Smith
Printed Name

6-4-07
Date

1



State of Alaska

Department of Public Safety
Division of

Fire Prevention

Sarah Palin, Governor
Walt Monegan, Commissioner

April 4, 2007

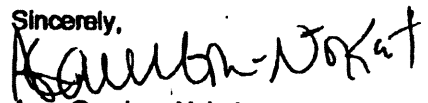
Griz Smith
PO Box 0584
Big Lake, AK 99652

Dear Mr. Smith,

Congratulations on passing the test for Pyrotechnic Operator's permit. The Department of Public Safety, Division of Fire Prevention, is pleased to issue you Permit Number FWW07-010 authorizing you to set up and discharge Class B special fireworks at public displays. This permit expires March 15, 2010.

However, we must bring it to your attention, before displaying any fireworks you must request a display permit form this office for each occurrence. At such time you must submit to this office a Certificate of Insurance including both accident and occurrence insurance for not less than \$1,000,000 for bodily injury and death and not less than \$500,000 for property damage in accordance with State Regulation 13 AAC 50.23.

Thank you for your cooperation in this matter, and good luck in your display.

Sincerely,

Amy Gamboa-Noket
Administrative Clerk III
State Fire Marshal's Office

State of Alaska Office of the State Fire Marshal

Permit Number 07-010 Pyrotechnics Operator
This is to certify that Griz Smith
has met the provisions of 13 AAC 51.010 (a) and is hereby
granted a permit to Display Dangerous Use Fireworks
March 15, 2010
Expiration Date [Signature] Authorized Signature
Permit Holder's Signature _____ Date _____

Non Transferable

Form 1227B (1/04)

2



Department of Fish and Game
Hazardous Materials Endorsement

Transportation Security Administration Application for a Hazardous Materials Endorsement

Drivers who register with a CDL from any of the states listed on this web site may be fingerprinted at any of the locations and not just in the driver's home state.

Confirmation Information

Confirmation Number: 0000805566

Applicant Information

Name:	GRIZ SMITH	Weight:	365 lbs
Driver's License Number:	AK0494129	Hair Color:	Brown
Date Of Birth:	05/12/1943	Eye Color:	Blue
Height:	6 ft 2 in	Sex:	Male
Current Residential Address:	11820 WASEY CIRCLE		
Current Residential Address2:			
Current Residential City:	BIG LAKE		
Current Residential State:	AK		
Current Residential Zip:	99652		

Mailing Address:	P. O. BOX 520584
Mailing Address2:	
Mailing City:	BIG LAKE
Mailing State:	AK
Mailing Zip:	99652

Payment Information

Payment Type:	VISA
Payment Number:	4888.....7646
Total Amount Charged:	\$94.00
Payment Auth Number:	02575B

In addition to completing the TSA HAZMAT driver application, you must also report to a fingerprint capture station to complete the collection process. You must bring two forms of identification with you. [Click Here for Identification Details.](#)

Once TSA completes the security threat assessment, you will be notified of the results by US MAIL. The State Department of Motor Vehicles will also be notified whether you may obtain or renew your hazardous materials endorsement.

To find a fingerprint location select a state from the menu below, then click on an individual location to view that station.

Please Select



2
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2007-2008**

Registrant: FIRE ART BY GRIZ INC.
Attn: GRIZ SMITH
BOX 0584
BIG LAKE, AK 99652

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060307 550 016P Issued: 06/03/2007 Expires: 06/30/2008

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



2

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25401-9431

901090: CRR/FLS
5400
File Number: 9AK00209

04/24/2007

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

GRIZ SMITH **05/12/1943 474463878**

OWNER
(907)892-7700

PO BOX 520584
BIG LAKE, AK 99652

and is **ONLY** valid under the following Federal explosives license/permit:

9-AK-170-20-0E-00209

SMITH, GRIZ
FIRE ART BY GRIZ
11820 WASEY CIRCLE
BIG LAKE, AK 99652

GRIZ SMITH

Dear GRIZ SMITH:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25401-9431

Fax: 1-304-260-1141
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352



MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE

350 East Dahlia Avenue - Palmer, Alaska 99645

License No.: MBL 2007-01998

Business Location(s): L 19 B 4 WOODY LAKE ADD 1

Effective Date: 01/01/2007

Expiration Date: 12/31/2008

This is to certify that the licensee named below holds a Mananuska-Susitna Borough business license covering the period listed above.

FIRE ART BY GRIZ
PO BOX 520584
BIG LAKE, AK 99652

This license shall not be taken as permission to do business in the State without having complied with the other requirements of the laws of the State of Alaska or the United States.

DEPARTMENT OF FINANCE

This license must be prominently displayed. It is not transferable or assignable.

CITY OF WASILLA BUSINESS LICENSE

Business name . . .	FIRE ART BY GRIZ	Ctl nbr . . .	3288	
Location addr . . .	MOBILE			
Lic Nbr	Classification	Lic Fee	Total	
07 00006945	ARTS/ ENTERTAINMENT/ RECREATION/ GUIDES	.00	.00	
Iss date	10/20/06	Exp date	12/31/07	
Comments:	FIREWORKS DISPLAY			

FIRE ART BY GRIZ
PO BOX 520584
BIG LAKE AK 99652

FINANCE DEPARTMENT 290 EAST HERNING AVENUE WASILLA ALASKA 99654-7091

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE AT THE LOCATION
IT IS NOT TRANSFERABLE OR ASSIGNABLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/07

PRODUCER Allied Specialty Insurance, Inc
10451 Gulf Blvd.
Treasure Island, FL 33706
800/237-3355

INSURED Fire Art By Griz, Inc.
P.O. Box 520584
Big Lake AK 99652

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: T.H.E. Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	M6MF2136	09/26/06	09/26/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$								
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	M6XF2137 M6XF2138	09/26/06 09/26/06	09/26/07 09/26/07	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 EACH OCCUR. \$ 3,000,000 AGGREGATE \$ 3,000,000								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

DISPLAY DATE: 7/03/07 RAIN DATE: 7/04/07
 DISPLAY LOCATION: WONDERLAND PARK, WASILLA, AK
 ADDITIONAL INSURED: WONDERLAND PARK, WASILLA, AK AS RESPECTS TO THE OPERATION OF THE NAMED INSURED ONLY.

CERTIFICATE HOLDER
 CITY OF WASILLA
 290 EAST HORNING AVENUE
 WASILLA AK 99654

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:
Richard W. A. [Signature]

5

City of Wasilla

PROCLAMATION

WHEREAS, this proclamation is hereby awarded to Griz Smith for his tremendous contributions and energetic participation in the City of Wasilla, and

WHEREAS, young and old alike enjoy the spectacular array of fireworks that enhance every ceremony in which Griz is involved; and

WHEREAS, the firework displays brings about a wholesome atmosphere that the whole family can enjoy,

NOW THEREFORE, I, SARAH PALIN, Mayor of the City of Wasilla, resolve that the City of Wasilla recognize the exceptional service provided this community by Fireworks by Griz.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Wasilla to be affixed this 9th day of December, 1998, at City Hall, Wasilla, Alaska.



Sarah Palin, Mayor

OMB No. 2125-0074
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to FIRE ART BY GRIZ, INC. of BIG LAKE, AK

Dated at TREASURE ISLAND, FL this 22ND day of SEPTEMBER, 2006

Amending Policy No. 00M6XF2138 Effective Date 9/26/06

Name of Insurance Company T.H.E. INSURANCE COMPANY

Telephone Number (727) 367-6900 Countersigned by *Donald R. Colquhoun*
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.
 This insurance is excess and the company shall not be liable for amounts in excess of \$ 3,000,000 for each accident
in excess of the underlying limit of \$ 2,000,000 for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

FORM APPROVED
OMB No. 2125-0074

**MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Issued to FIRE ART BY GRIZ, INC. of BIG LAKE, AK

Dated at TREASURE ISLAND, FL this 22ND day of SEPTEMBER, 2006

Amending Policy No. 00M6MF2136 Effective Date 9/26/06

Name of Insurance Company T.H.E. INSURANCE COMPANY

Telephone Number (727) 367-6900 Countersigned by *Shel D. Culpeper*
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

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endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

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The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS
Public Liability**

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

**SCHEDULE OF LIMITS
Public Liability**

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
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Issued to FIRE ART BY GRIZ, INC. of BIG LAKE, AK

Dated at TREASURE ISLAND, FL this 22ND day of SEPTEMBER, 2006

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Telephone Number (727) 367-6900 Countersigned by [Signature]
Authorized Company Representative

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(3) For-hire and Private (In interstate or foreign commerce; in any quantity) or (In intrastate commerce; in bulk only).	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

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