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## PARKS DEPARTMENT MEMORANDUM

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**TO:** Mayor Bodnar, Council President Saponaro, Members of Council, and Department Heads  
**FROM:** Shane McAviney, Director of Parks and Recreation  
**CC:** Department Heads  
**Date:** 01/05/2023  
**Subject:** 2023 Fireworks Provider

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Request:

Request:

In 2022, Mayfield Village entered into a 1-year agreement with a two one-year options with American Fireworks to provide our 4<sup>th</sup> of July Fireworks display. Over the past eight years, American Fireworks has provided excellent service and great pyrotechnical displays to the Village! Based upon this information, I recommend utilizing a one-year extension in the amount of \$20,000. This is the same amount that was budgeted for 2022.

**A Request for:**

A motion to authorize an expenditure in an amount not to exceed \$20,000 to American Fireworks LLC for 2023 Fireworks Display on July 1, 2023 with a rain date on July 2, 2023.

**MAYFIELD VILLAGE REQUISITION**

PO #: \_\_\_\_\_

REQ. #: 46968

VENDOR #: 01491

DEPT.: Parks

DATE: 1/3/23

VENDOR NAME: American Fireworks

BILLING ADDRESS 1: \_\_\_\_\_

ADDRESS 2: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TIN: \_\_\_\_\_

**ITEM / SERVICE:**

QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	AMOUNT
		2023 Fireworks		\$70,000
		Year 2 of 3		

JUSTIFICATION OF NEED: \_\_\_\_\_

ACCOUNT #: 101.361.50357

AMOUNT: \$70,000

REQUESTED BY: *[Signature]*

DEPT. APPROVAL: *[Signature]*

MAYOR'S APPROVAL: \_\_\_\_\_

CLERK: \_\_\_\_\_

(Certification of Council Approval)

FINANCE DIRECTOR INITIAL: \_\_\_\_\_

NOTES: For Council

Due to a date change in 2022  
New proposal was submitted in 2022  
with a three year option

2022  
~~2019~~ MAYFIELD VILLAGE, OHIO  
FOURTH OF JULY FIREWORKS SHOW AGREEMENT

1

The Mayfield Village, Ohio is requesting proposals and fee schedule for the 2022 Fourth of July Show. The final show date has not been determined so please submit proposal for:

**Option A**

**Saturday, July 2, 2022 with a rain date of Sunday, July 3, 2022 at 9:30 PM**

**Option B**

**Saturday, June 25, 2022 with a rain date of Sunday, June 26, 2022 at 9:30 PM**

The show will be held in the Mayfield Village, Ohio at Parkview Recreation Area. All proposals must be received by 3 pm, Monday, February 14, 2022 to the Village Parks Director at [smcavinew@mayfieldvillage.com](mailto:smcavinew@mayfieldvillage.com). you have any questions, please direct them to [smcavinew@mayfieldvillage.com](mailto:smcavinew@mayfieldvillage.com) or call 440.471.1041

**SCOPE OF SERVICES**

1 GENERAL REQUIREMENTS

1-1 Fireworks display will be:

**Option A**

**Saturday, July 2, 2022 with a rain date of Sunday, July 3, 2022 at 9:30 PM**

**Option B**

**Saturday, June 25, 2022 with a rain date of Sunday, June 26, 2022 at 9:30 PM**

The show will be held in the Mayfield Village, Ohio at Parkview Recreation Area. All beginning at approximately 9:30 p.m. and conclude upon detonation of a minimum fifteen-minute firework display at the Mayfield Village Parkview Recreation Area: 6622 Wilson Mills Road, Mayfield Village, Ohio 44143.

- 1-2 In the event of inclement weather that precludes firing of the pyrotechnics will be based on the schedule in 1-1
- 1-3 The Fireworks show shall be not less than fifteen minutes and not more than twenty-five minutes.
- 1-4 The Contractor shall provide at least two (2) operators to properly ignite the fireworks. Fireworks will be electronically fired. The handling and detonation of all explosives or pyrotechnics shall be accomplished by the Contractor or its employees *and shall be in accordance with all applicable laws and standards including but not limited to Chapter 56 of the Ohio Fire Code and NFPA 1123.*
- 1-5 Public display operators shall be licensed or approved in accordance with any applicable federal, state, county and/or municipal laws.

- 1-6 *Fireworks shall be stored and transported according to the requirements of all applicable laws and standards including but not limited to, Chapter 56 of the Ohio Fire Code and all referenced standards.*
- 1-7 The Contractor shall indicate on the proposal when the fireworks will be delivered and set up.
- 1-8 If music is included in the proposal by contractor. **Music will be previewed for final approval by a designated Village representative no later than four weeks prior to Saturday, June 4, 2022.**
- 1-9.1 All electronic systems for detonation of the fireworks and related electrical connections are the responsibility of the Contractor.
- 1-9.2 A pre-site inspection is to be made by the Contractor to assess electrical access and available power. Any additional power requirements for the fireworks show are to be presented in writing to the designated Village representative by June 4, 2022. The Village reserves the right to determine the appropriateness of any upgrades requested.
- 1-10 The Contractor shall secure all fireworks in an area agreed to by the designated Village Fire Marshal and/or Fire Chief and the Contractor. At no time shall fireworks be left unattended. "No Smoking" signs shall be posted by the Contractor in the immediate area where the fireworks are stored and the set-up site.
- 1-11 After construction of the pyrotechnic displays have begun and been completed, the Contractor shall be present at all times and insure that the displays are protected from inclement weather before the program.
- 1-12 The Contractor shall provide with the proposal, a diagram specifying the site for the set-up of the mortars and ground display. The Contractor shall approve the roped off display area.
- 1-13 The Contractor shall provide all fireworks, materials, supplies, equipment and manpower to set up/clean up and execute the fireworks display and music.
- 1-14 The Contractor shall be fully responsible for any subcontractor for any segment of the pyrotechnic portions of the proposal.
- 1-15 Performance of the contract requires the site be attended until post-show inspection of the mortar boxes and grounds with removal of any unspent shells removed by the Contractor. Non-performance shall result in a five percent (5%) penalty deduction from the Contract amount.
- 1-16 The Contractor shall be responsible for restoration of grounds damages due to set-up or clean-up of any portion of the work of the Contract.
- 1-17 The Contract shall be deemed complete upon notification by the Contractor that all terms of the Contract have been fulfilled and accepted by the designated Village

representative.

- 1-18 Any shells having tears, leaks, broken fuses, or signs of having been wet shall be set aside and shall not be fired.
- 1-19 During the firing of the display, all personnel in the discharge site shall wear head protection, eye protection, hearing protection, and foot protection and shall wear cotton, wool, or similar flame-resistant, long-sleeved, long legged clothing. Personal protective equipment, as necessary, shall be worn by the operator and assistants during the setup and cleanup of the display.
- 1-20 Measures shall be taken to protect all pyrotechnic materials to be used in the display from adverse weather conditions, i.e. tent or a tarp tented and secured to ground at least 12 inches below sides of mortar boxes. Any moisture-damaged materials shall not be used.
- 1-21 Following the display, the firing crew shall conduct an inspection of the fallout area for the purpose of locating any unexploded aerial shells or live components.
- 1-22 The operator or designated personnel at first light the following morning shall perform a search of the fallout area for the purpose of locating any unexploded aerial shells or live components.
- 1-23 Immediately after the display, the discharge site shall be unapproachable by all personnel for a period of time that the operator deems necessary for safety. After this period of time, the discharge site shall be cautiously inspected for any unfired devices by the operator or assistants.
- 1-24 Whenever any condition deemed hazardous by the authority having jurisdiction or the operator arises before or during any outdoor display, the display shall be interrupted or postponed until the condition is corrected or the hazard is abated. Such conditions might include adverse weather conditions or medical emergencies.

2 FIREWORKS DISPLAY CONTENT

- 2-1 The Contractor submitting a proposal shall attach to the Proposal Form the shell size, type, manufacturer and quantity proposed for the aerial, ground set piece(s), ground multi-shot and grand finale segments of the pyrotechnic show.
- 2-2 The cost of the pyrotechnics shall not exceed:

Year #1 \$20,000      2022

Option Year #2 \$20,000      2023

Option Year #3 \$20,000      2024

- 2-3 Shell Selections. The Contractor shall provide a variety of shells in accordance with the sample of shell types specified in sections 2-4. The listing is not all-inclusive and the Contractor may add to the list and/or provide the shells in number combinations that provide the best artistic visual effect and entertainment value. A final listing of the shell selection must be provided to the designated Village representative no later than **June 16, 2022**. If the Contractor does not have the specified shell, the Contractor may substitute a shell of equal quality (effect, color, duration), but must notify the designated Village representative of any substitutions.
- 2-4 Aerial Display Examples
- 2-4.1 SHELL SIZES shall be no smaller than 3". The maximum shell size shall be within the limits of the safe fallout area for the pyrotechnic display in accordance with *Chapter 56 of the Ohio Fire Code and NFPA 1123*.
- 2-5 Program Composition shall meet minimal requirements below.
- 2-5.1 Ground displays shall be set for a clear view of display by spectators.
- 2-5.2 A mix of low level and high-level aerial displays throughout the programs.
- 3 CONTRACT REQUIREMENTS
- 3-1 The Contractor shall be responsible for the performance and conduct of his employees at all times while performing under the contract.
- 3-2 A Contract shall be submitted with the proposal for review by legal counsel and acceptance of the approved Contractor by the Mayfield Village.
- 3-3 The Village shall develop a contract.
- 3-4 The Contract shall include the total cost of the Pyrotechnic Show, the terms of payment, the Request for Proposal and the Contractor Proposal Form submittal.
- 3-5 Upon submittal, all contractors shall include proof of all insurance policies with the Village. If the Village is damaged by failure of the Contractor to purchase or maintain such insurance and to so notify the Village, then the Contractor shall bear all reasonable costs properly attributed thereto.

- 4-3 All proposals shall include the costs for all fireworks, music, materials, supplies, equipment and manpower to set up/clean up and execute the show.
- 4-4 All proposals shall be exempt from Federal Excise and Sales Tax and exemption certificate will be furnished if required.
- 4-5 Contractors must use proposal; FORMS provided, sign proposal by authorized officer, partners, or owner; and include complete name, mailing address and telephone number of organization submitting the proposal.
- 4-6 **LATE PROPOSAL INFORMATION:** Any proposal received by the Village after the stated shall not be honored by the City. There will be **NO EXCEPTIONS**. Contractor shall be responsible for the actual delivery of the proposals during business hours to the address indicated. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.
- 4-7 **PROPOSAL WITHDRAWAL OR MODIFICATION:** Any Contractor may withdraw or modify his proposal at any time prior to the scheduled time for receipt of proposals. However, only letters or other written requests for modifications or corrections of a previously submitted proposal which are addressed in the same manner as the proposal and are received by the Village prior to the scheduled closing time for receipt of proposals will be accepted. The proposal, when opened, will then be corrected in accordance with such written requests, provided that the *written* request is contained in a sealed envelope which is plainly marked "Modification of Fourth of July Fireworks Show." Oral or telephonic modifications **or** corrections will not be recognized or considered. Requests for modifications or corrections of proposals cannot be submitted after the closing time for receipt of proposals.
- 4-8 **Variations of Specifications:** For purposes of evaluation, the Contractor must indicate any variances from the Scope of Services, General Requirements. **Fireworks Display Content amount and size of each purposed shell**, Contract Requirements, Terms and/or Conditions, Proposal submittal Instructions no matter how slight. If variations are not stated in the proposal, it will be assumed that the proposal fully complies with our proposal document.
- 4-9 The Mayfield Village reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-proposals. The Village also reserves the right to award the proposal in full or in part as the Village deems will best serve its interests. The Village also reserves the right to waive minor variations to the proposal document. (Interpretation of minor variance will be made by applicable Village personnel.) All information obtained may be utilized in determining the suitability of the proposal and will be shared with any other agencies desiring the results of this proposal invitation.

The minimum limits of Contractor's liability as follows:	
<b>Workmen's Compensation</b>	Statutory
<b>Comprehensive General Liability</b>	\$5,000,000
<b>Bodily Injury</b>	\$1,000,000 each occurrence
<b>Property Damage</b>	\$2,000,000
<b>Automobile Liability</b>	
<b>Bodily Injury</b>	
<b>Each person</b>	\$1,000,000
<b>Each Occurrence</b>	\$1,000,000
<b>Excess Liability</b>	\$4,000,000

*The Contractor shall provide protective liability insurance in the name of the Mayfield Village and furnish a policy to the Village naming the Village as co-insured. Same limits as Comprehensive General Liability apply (\$5,000,000.00).*

*The certificate of liability insurance shall stipulate the inclusion of the extent of the indemnification of the Village. This indemnification shall indemnify and hold harmless the Village and its employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work by the Contractor or anyone directly or indirectly designated to represent the Contractor.*

*Any insured loss is to be adjusted with the Village as trustee for the insured's, as its interests may appear. Note: Contractor should provide insurance to protect against vandalism or destruction of Contractor's equipment, materials and/or supplies.*

- 3-6 The accepted Contractor shall furnish all certificates of required insurance to the Mayfield Village Parks Office – 6622 Wilson Mills Road, Mayfield Village, Ohio 44143 within 30 days of acceptance of proposal, or the Village may exercise the right to choose another proposal.
- 3-7 The Contractor shall furnish with the proposal Form the complete names, addresses and duties of each subcontractor to perform under the approved contract.
- 3-8 The Contractor shall furnish with the proposal Form the complete name(s), address(es), telephone number(s), contact person(s) and names of compan(ies) which provide the Contractor's certificates of insurance and performance bond.

#### 4 TERMS AND CONDITIONS OF PROPOSALS

- 4-1 All Contractors shall familiarize themselves with the site of the fireworks display in Parkview Recreation Area: 425 N. Commons Blvd, Mayfield Village, Ohio 44143
- 4-2 Any questions concerning this proposal request shall be directed to Shane McAviney, Director of Parks and Recreation, 440.471.1041.



Thank you for your interest in doing business with the Mayfield Village

## 5 PROPOSAL SUBMITTAL INSTRUCTIONS

- 5-1 All proposals and proposal forms shall be emailed by 3 pm, Monday, February 14, 2022 to:  
**Smcavine@mayfieldvillage.com**
- 5-2 Complete and submit the enclosed Proposal Form.
- 5-3 Proposal shall include an attached proposed pyrotechnic display, contract and list of any subcontractors with company name, contact name, complete address and services to be rendered to be part of the contract.

## 6. Evaluation Process

### 6.1. Review Process

A team of reviewers will rate proposals. The review team will recommend finalists for final review and select a firm No later than February 17, 2022

### 6.2. Evaluation Criteria

Proposals will be ranked based upon the merits of the written proposal and the qualifications and experience of the firm or consultant team. Each reviewer will award a score based on a 100-point total as follows:

- Creativity, variety and content of fireworks display. (30)
- Price. (50)
- Responsibility: The Village will consider the materials submitted by the service provider and other evidence it may obtain to determine the company's ability and history of successfully completing contracts of this type, past performances with the Village, meeting projected deadlines, experience in similar work, and ability to accept the Village's standard terms and conditions. (20)

The Village reaffirms its right to make any selection it deems prudent, and further affirms its right to reject any or all proposals. Responding firms or individual participants acknowledge through their participation that such selection or rejection is not subject to protest or contest. The successful firm or consultant team selected will perform a variety of duties as agreed upon in the final negotiated Scope of Work. The selected vendor and the Village will finalize the contract terms and conditions. If the Village and the selected vendor are unable to agree on terms and conditions at this point, the Village may exercise its right to negotiate with other vendors.

MAYFIELD VILLAGE, OHIO  
PROPOSAL FORM  
FOURTH OF JULY FIREWORKS SHOW 2022

Mayor Brenda Bodnar  
Mayfield Village  
6622 Wilson Mills Road  
Mayfield Village, Ohio 44143

The undersigned, having read, understood and being familiar with the enclosed documents consisting of 8 pages of Scope of Services, General Requirements, Fireworks Display Content, Contract Requirements, Terms and Conditions, Proposal Submittal Instructions hereby offers to furnish and set up all materials, supplies and equipment to produce the required Fourth of July Fireworks Show 2022 in strict accordance with the enclosed documents, with exceptions noted herein all of which are made part of this order. The services and goods specified are offered as a complete show packaged price as quoted and submitted on page 2 of 2 of the Proposal Form.

Name of Business AMERICAN FIREWORKS COMPANY

Address 7041 DARROW ROAD, HUDSON, OHIO 44236

Authorized Name ROBERTO SORGI

Authorized Signature *Roberto Sorgi*

Date: 02/01/2022

The Parties have executed this agreement on the respective dates shown by their signatures.

Provider

Date: 02/01/2022

*Roberto Sorgi*  
Signature ROBERTO SORGI

Mayfield Village

Date: \_\_\_\_\_

*Brenda T Bodnar*  
Brenda T. Bodnar, Mayor

Date: \_\_\_\_\_

*Joseph Saponaro*  
Joseph Saponaro, Council President  
*Parks Director*

Approved: \_\_\_\_\_

**2022 Fourth of July Fireworks Show**

A complete Fireworks Show on TBD or subsequent rain date at the Mayfield Village Parkview Recreation Area:

AMERICAN FIREWORKS COMPANY  
(Contractor Name)

in the amount stated below.

PYROTECHNIC SHOW:

TWENTY THOUSAND DOLLARS (\$20,000.00)

ANTICIPATED TIME FOR DELIVERY OF FIREWORKS DAY OF EVENT:

OPTION A: JULY 2, 2022      APPROXIMATELY 8:00 AM

OPTION B: JUNE 25, 2022      APPROXIMATELY 8:00 AM

**Please attach a show breakdown including but not limited to types, size, colors, etc.**

**AN EMERGENCY RESOLUTION  
AUTHORIZING MAYFIELD VILLAGE  
TO EXTEND THE CONTRACT FOR ONE-YEAR WITH AMERICAN FIREWORKS  
AND TO EXPEND FUNDS TO AMERICAN FIREWORKS  
IN THE AMOUNT OF \$20,000.00  
FOR THE 2023 FOURTH OF JULY CELEBRATION  
FIREWORKS DISPLAY**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to employ a qualified fireworks contractor for the Fourth of July Celebration for 2023; and

WHEREAS, in 2022, Mayfield Village entered into a one-year agreement with a two one-year option with American Fireworks;

WHEREAS, due to the excellent service and great pyrotechnical displays provided by American Fireworks to Mayfield Village over the past eight years, Parks and Recreation Director Shane McAviney recommends utilizing a one-year extension for the 2023 Fourth of July Celebration Fireworks Display in the amount of \$20,000.

WHEREAS, the Village of Mayfield, upon the recommendation of the Director of Parks and Recreation, wishes to accept American Firework's proposal and extend the contract for the Fourth of July Celebration fireworks display for 2023.

**BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:**

SECTION 1. The Council of Mayfield Village hereby approves and authorizes a one-year contract extension and expenditure of \$20,000.00 to American Fireworks for the Fourth of July Celebration fireworks display for 2023.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village,

Ohio, for the reason that it authorizes a time sensitive contract for providing Village services and programs. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

\_\_\_\_\_  
Council President

First Reading: \_\_\_\_\_, 2023

Second Reading: \_\_\_\_\_, 2023

Third Reading: \_\_\_\_\_, 2023

PASSED: \_\_\_\_\_, 2023

\_\_\_\_\_  
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
DIANE A. CALTA, ESQ.  
Director of Law

ATTEST: \_\_\_\_\_  
MARY E. BETSA, MMC  
Clerk of Council