

**RESOLUTION NO. R20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT AGREEMENT WITH PYRO SHOWS OF TEXAS, INC. FOR ADDISON KABOOM TOWN! FIREWORKS DISPLAY SERVICES IN THE AMOUNT OF \$75,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The Contract Agreement with Pyro Shows of Texas, Inc. for fireworks display services at *Addison Kaboom Town!*, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 28<sup>th</sup> day of January 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

**EXHIBIT A**

**CONTRACT AGREEMENT**

STATE OF TEXAS           #  
COUNTY OF DALLAS       #

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of January, 2020, by and between the Town of Addison, of the County of Dallas and State of Texas, a Municipal Corporation, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Pyro Shows of Texas, Inc. of the City of LaFollette, County of Campbell, State of Tennessee, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete the services of your response to our Bid:

**Fireworks Display Services for Addison Kaboom Town! Bid#20-41**

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said service, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Scope of Work and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Bid and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

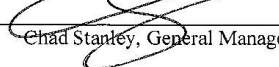
The OWNER agrees to pay the CONTRACTOR \$75,000.00 in current funds for the performance of the Contract in accordance with the Bid submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

**TOWN OF ADDISON, TEXAS**

**PYRO SHOWS OF TEXAS, INC.**

By: \_\_\_\_\_  
Wesley Pierson, City Manager

By:  \_\_\_\_\_  
Chad Stanley, General Manager