

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL, ELGIN, IL 60124 Ph.(847) 464-1442 Fax 847 464-1388

PG. 1 of 8

To: VILLAGE OF LOMBARD Fax #630 620-3085

ATTENTION: NICOLE ARANAS

Re; FIREWORKS DISPLAY - MON. 07/04/22

- (Please Sign & Return Contact Agreement)
- 2 x Programs submitted \$42,000/\$35,000
- Certificate of Insurance #22-0048
- Largest shell size is 6" Diameter
- 420' Distance N.F.P.A. #1123

WE HAVE A DEDICATED FAX LINE

PLEASE RE-SUBMIT YOUR FAX TO THIS # 847 464-1388

THANK YOU, DAN P. MILLER
E-Mail dan@madbomberfireworks.com

P.S. PLEASE CALL ME IF YOU HAVE ANY QUESTIONS AT ALL...

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THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

VILLAGE OF LOMBARD

Annual INDEPENDENCE DAY Celebration

MADISON MEADOWS PARK, ILLINOIS

MONDAY JULY 4th, 2022

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE \$42,000.00

INCLUDES THE FOLLOWING:

25 – Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain dated at NO extra charge during 2022 year.

Choreographed Display Production.

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TOTAL PRICE \$35,000.00

INCLUDES THE FOLLOWING:

18 -20 Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain dated at NO extra charge during 2022 year.

Choreographed Display Production.

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK P.O. BOX 418 Kingsbury, IN 46345

11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847)464-1442

VILLAGE OF LOMBARD FIRE DEPARTMENT
LISTING OF SHELLS

At **MADISON MEADOWS PARK**

TASTE OF LOMBARD JAYCEE'S CELEBRATION

Monday, JULY 4th, 2022 At 9:30 pm
RAIN DATE: T.B.A.

FIREWORKS 1.3G, UN0335, PGII

\$42,000

\$35,000

192 - 3" Shells

154 x 3"

150 - 4" Shells


120 x 4"

108 - 5" Shells

88 x 5"

36 - 6" Shells

36 x 6"

	(900) 75 - 3" Finale Groups (75 x 12)	60 x 3" (780)
	(216) 6 - 2.5" Finale Boxes (6 x 36)	3 x 2.5" (108)

ENTIRE PROGRAM IS AN ELECTRONICALLY FIRED DISPLAY

MEETS N.F.P.A. #1123 DISTANCE REQUIREMENT OF 420 FEET

* Multiple Shot Barrage Boxes, Exhibition Candles, Comets, and Floral Mines

OS.F.M. LICENCEED PYROTECHNICIANS ASSIGNED:

LEAD Harley DeJong

#IL-06-O-00029-00139

Cell #630 212-1021 On Site*

LEAD Dave Scofield

#IL-06-O-00029-00581

Cell # 630 835-2632 On Site*

Request for (10) PARKING SPACES for Crew Assistants



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:
	PHONE (A/C, No., Ext): 216-658-7100 FAX (A/C, No.): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com
INSURED Mad Bomber Fireworks Planet Productions 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350 #22-0048	INSURER(S) AFFORDING COVERAGE INSURER A : Everest Indemnity Insurance Co. 10851 INSURER B : Everest Denali Insurance Company 16044 INSURER C : Liberty Mutual Insurance Co INSURER D : Liberty Mutual Insurance Co 25035 INSURER E : Axis Surplus Ins Company 26620 INSURER F :

COVERAGES **CERTIFICATE NUMBER: 148293586** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

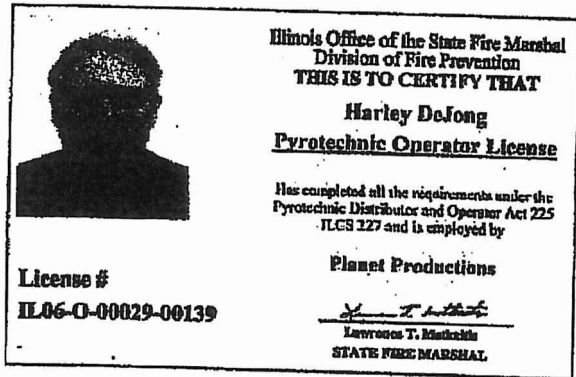
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		Y	S18GL01480-221	2/4/2022	2/4/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			S18CA00186-221	2/4/2022	2/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
E	UMBRELLA LIAB			P-001-000243093-02	2/4/2022	2/4/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCS39S-714654-011 WCS-34S-524913-030 WCS-34S-311836-051	2/4/2022 2/4/2022 2/4/2022	2/4/2023 2/4/2023 2/4/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			
A	Excess Liability #2			S18EX01319-221	2/4/2022	2/4/2023	Each Occ' Aggregate \$5,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 VILLAGE OF LOMBARD and its officials, officers, agents, volunteers, and employees LOMBARD PARK DISTRICT
 on a primary & non-contributory basis.

CERTIFICATE HOLDER VILLAGE OF LOMBARD and its officials, officers, agents, volunteers, and employees 255 E. WILSON STREET LOMBARD, IL 60148	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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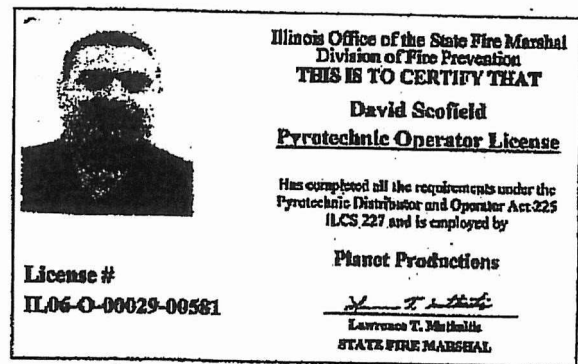
cell# 630 212-1021

Harley DeJong
Planet Productions
3999 Hupp Road Bldg. R-3-1
Kingsbury, IN 46345



cell # 630 835-2632

David Scofield
Planet Productions
3999 Hupp Road Bldg. R-3-1
Kingsbury, IN 46345



PERMIT TO PROCESS AND DISPLAY FIREWORKS

County DUPAGE State IL
_____ 2022

TO WHOM IT MAY CONCERN: GREETINGS

Application having been made in accordance with the laws of the State of ILLINOIS
this permit is issued to VILLAGE OF LOMBARD, LOMBARD JAYCEE'S TASTE OF LOMBARD

Giving them the right to exhibit display fireworks on the FOURTH day of JULY, 20 22
at 9:30 o'clock P.M. at MADISON MEADOWS PARK in said County, LOMBARD, IL
in connection with TASTE OF LOMBARD 4TH JULY celebration.

Mad Bomber Fireworks Productions
KINGSBURY INDUSTRIAL PARK

SHERIFF OR CHIEF OF THE FIRE DEPARTMENT
Ray Johnson Fire Marshal / Bureau Chief
Signature of officer issuing permit

TABLE 3-1.3 MINIMUM RADIUS OF DISPLAY SITE FOR OUTDOOR DISPLAY OF FIREWORKS.

SHELL SIZE

3 INCH (76mm)	210 ft. (43 m)
4 INCH (102mm)	280 ft. (85 m)
5 INCH (127mm)	350 ft. (107 m)
6 INCH (152mm)	420 ft. (128 m)
7 INCH (178mm)	490 ft. (146 m)
8 INCH (203mm)	560 ft. (170 m)
10 INCH (254mm)	700 ft. (214 m)
12 INCH (305mm)	840 ft. (256 m)
OVER 12 INCH	

APPROVAL OF AUTHORITY HAVING JURISDICTION.

3-1.3.1 DISTANCE FROM HEALTH CARE AND PENAL FACILITIES SHALL BE AT LEAST TWICE THE DISTANCE SPECIFIED IN 3-1.3

NOTE: SEE NFPA 101, LIFE SAFETY CODE, FOR DEFINITIONS OF HEALTH CARE AND PENAL FACILITIES.

EXCEPTION: WITH THE APPROVAL OF THE HEALTH CARE OR PENAL FACILITY, THIS REQUIREMENT SHALL BE WAIVED.

3-1.3.2 DISTANCES FROM BULK STORAGE AREAS OF MATERIALS THAT HAVE A FLAMMABILITY, EXPLOSIVE OR TOXIC HAZARD SHALL BE TWICE THAT REQUIRED BY TABLE 3-1.2

NOTE: TO DETERMINE WHETHER MATERIALS ARE CONSIDERED TO POSSESS THESE HAZARDS, SEE NFPA 325M, FIRE HAZARD PROPERTIES OF FLAMMABLE LIQUIDS, GASES, AND VOLATILE SOLIDS, AND NFPA 49, HAZARDOUS CHEMICALS DATA.

3-2 DISCHARGE SITE

3-2.1 THE AREA SELECTED FOR THE DISCHARGE OF AERIAL SHELLS SHALL BE LOCATED SO THAT THE TRAJECTORY OF THE SHELLS SHALL NOT COME WITHIN 22.5 (6.7 M) OF ANY OVERHEAD OBJECT.

3-2.2 GROUND DISPLAY PIECES SHALL BE LOCATED AT A MINIMUM DISTANCE OF 75 ft. (23 m) FROM SPECTATOR VIEWING AREAS AND PARKING AREAS.

EXCEPTION: FOR GROUND PIECES WITH GREATER HAZARD POTENTIAL (SUCH AS LARGE WHEELS WITH POWERFUL DRIVERS, ROMAN CANDLE BATTERIES, AND ITEMS EMPLOYING LARGE SALUTES) THE MINIMUM SEPARATION DISTANCES SHALL BE INCREASED TO 125 ft. (38.1 m)

3-2.3* WHEN THE MORTARS ARE POSITIONED VERTICALLY, THE MORTARS SHALL BE PLACED AT THE APPROXIMATE CENTER OF THE DISPLAY SITE.

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 17th day of MARCH, 2022 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and VILLAGE OF LOMBARD 255 E. WILSON STREET LOMBARD, IL Herein after referred to as Buyer, of: VILLAGE OF LOMBARD, State Illinois 60148

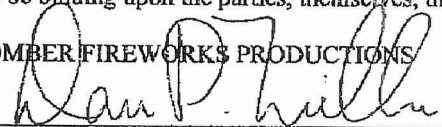
Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$42,000 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 4th day of JULY, 2022, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 420' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller. All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. See Attachments Electronically Fired Display _____ Display price does not include local fire protection permit fees. RAIN DATE: _____ 2022.


Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

By 
Sr. Vice President

Date 03/17/2022

BUYER

By 
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date 4/7/22

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

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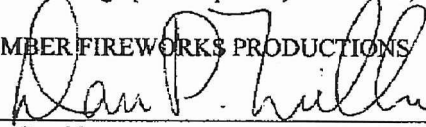
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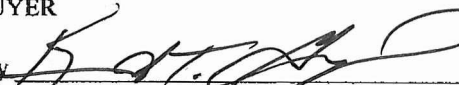
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MAD BOMBER FIREWORKS PRODUCTIONS

By 
Sr. Vice President

Date 03/17/2022

BUYER

By 
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date 4/7/22