RESOLUTION R 22-23

A RESOLUTION AUTHORIZING SIGNATURE OF THE VILLAGE PRESIDENT ON A FIREWORKS PRODUCTIONS AGREEMENT

WHEREAS, the Village of Lombard desires to contract with Mad Bomber Fireworks Productions for a fireworks display to take place on July 4, 2023 in Madison Meadow Park,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard a Fireworks Production Agreement with Mad Bomber Fireworks Productions as attached hereto pending final approval the Fireworks Production Agreement with the vendor and a Fireworks Display Agreement between the Village of Lombard and the Lombard Park District.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Adopted this 4th day of May, 2023.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner

Nayes: None

Absent: None

Approved by me this 4th day of May, 2023.

Keith T. Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk



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

Tuesday. JULY 4th, 2023 At 9:30 pm Or a FALL date in SEPTEMBER 2023

SAME EXACT SHOW THAT WAS PRESENTED IN 2022. FIREWORKS 1.3G, UN0335, PGII

\$45,360 w/7/4/23 date

\$40,860 w/FALL 2023 date

192 - 3" Shells

150 - 4" Shells

108 - 5" Shells

36 - 6" Shells

(900) 75 - 3" Finale Groups (75 x 12)

(216) 6 - 2.5" Finale Boxes (6 x 36)

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

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350 11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL IS FOR THE

VILLAGE OF LOMBARD

ANNUAL INDEPENDENCE DAY CELEBRATION

MADISON MEADOWS PARK, ILLINOIS

TUESDAY JULY FOURTH, 2023

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 \$45,360.00

INCLUDES THE FOLLOWING:

25 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same 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 during 2023 year.

Choreographed Display Production.

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 3rd day of APRIL, 2023 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and VILLAGE OF LOMBARD 255 E. WILSON STREET LOMBARD IL 60148 Herein after referred to as Buyer, of VILLAGE OF LOMBARD, ILLINOIS.

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 \$45,360 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 FOURTH day of IULY 2023, 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 date agreeable to both the Seller and Buyer.
- 2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of display.
- 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 Buver agree to include Attachments, i	f any. See Attachments Electronically Fired Display
Display price does not include local fire protection	
	rally guarantee terms, conditions, and payments of this contract, these their heirs, executors, administrators, successors and assigns.
MAD BOMBER FILEWORKS PRODUCTIONS	BUYER
	By
Dote	Date:

#23-0043



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MINUDDIYYYY) 2/6/2023

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(les) 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).

Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114 INSURED Mad Bomber Fireworks Planet Productions 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350

2321

PHONE (AC. No. Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 press: info@brittongallegher.com INSURER(S) AFFORDING COVERAGE 10851 INSURER A: Everest Indemnity Insurance Co. 16044 INSURER B: Everest Denail Insurance Company INSURER C: Liberty Mutual Insurance Co INSURER O: Liberty Mutual Insurance Co 25035 INSURER E : Axis Surplus Ins Company 26620 INSURER F:

REVISION NUMBER: COVERAGES **CERTIFICATE NUMBER: 63399127** 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 DOCLMENT 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.

NSR LTR	TYPE OF INSURANCE	ADDL	SLIBS	FOLICY NUMBER	POLICY EFF	POUCY EXP	LIFAT	7
A	CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:			SIEGL01480-231	2/4/2023	2/4/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence)	\$1,000,000 \$500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,900,000
	POLICY X TECH LOC							5
в	AUTOMOBILE LIABILITY	\prod		SI8CA00186-231	2/4/2023	2/4/202A	COMBINED SINGLE LINIT (Ea accident)	\$1,000,000
	X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS						BOOLLY INJURY (Per person)	S
							BODILY INJURY (Per accident)	S
							PROPERTY DAMAGE (Per accident)	S
								s
E	UMBRELLA LIAB X OCCUR		P-001-000243093-03	P-001-000243093-03	2/4/2023	2/4/2024	EACH OCCURRENCE	\$4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$4,000,000
- 1	DED RETENTIONS				- 1		S	
c	WORKERS COMPENSATION			WC539S-714654-012	2/4/2023 2/4/2023	2/4/2024 2/4/2024	X WC STATU- TORY LIMITS ER	
8	AND EMPLOYERS' LIABILITY ANY PROPRIETORIPARTINER/EXECUTIVE OFFICER/MICHISER EXCLUDED? ((Mandatory in RH) If yas, describe under DESCRIPTION OF OPERATIONS below			WC5-345-624913-031 WC5-345-31 1836-052	2/4/2023	2/4/2024	E.L. EACH ACCIDENT	\$1,000,000
- 1			- 1				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
- 1							ELL DISEASE-POLICYLIMIT	\$1,000,000
^	Excess Liability #2			Si8EX01319-231	2/4/2023	2/4/2024	Esch Oco' Aggregate Total Limits	\$5,000,000 \$10,000,000
		-	i					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more against)
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 employee's LOMBARD PARK DISTRICT

on a primary & non-contributory basis.

^	COT.	200	A 77	LIOI	RED
v		rı.	Atc	TUL	DER

VILLAGE OF LOMBARD and its officials officers/agents/volunteers and employed Sourcement of the above described policies be cancelled before 255 E. WILSON STREET

LOMBARD IL 60144

CANCELLATION

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.