

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0132

Contract #: 20250299

Start date: 8/3/2025

End date: 12/31/2025

Amount: \$ 15,000.00

Contingency Amount:

Department: Recreation & Parks

Total Contract Amount: \$ 15,000.00

Contract Type: Professional Services

Contractors Name: Miand, Inc dba Mad Bomber Fireworks Production

Status of Ownership: Veteran-Owned

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: 2025 Centennial Park West & Taste of Orland Park Artists
Pyro-Musical Firework Production for Taste of Orland Park
Fireworks 08/04/2025



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
MIAND, INC DBA MAD BOMBER FIREWORKS PRODUCTIONS FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 23rd day of April 2025 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Miand, Inc dba Mad Bomber Fireworks Productions (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with Pyro-Musical Firework Production (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

- The Consultant’s Proposal Bid No. dated April 4, 2025; and/or
- Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

- A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

- the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
- the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
- subject to a not-to-exceed amount of \$15,000 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$15,000. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant’s actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed

price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above.

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
 - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- Scope of Services as set forth in the Consultant's proposal dated April 4, 2025 (Exhibit A)
 - Schedule of Fees (Exhibit B)
 - Other

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Term: The Contract commences on the date it is fully executed by all Parties and terminates on December 31, 2025 (hereinafter the "Term"), with an option to extend for one year additional terms of at the Village's

discretion, barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village.

A. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated, and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than August 3, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).

6. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

7. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

8. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Erin Cortilet
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6145
Facsimile: _____
Email: ecortilet@orlandpark.org

To the Contractor:

Name: Randy McCasland
Company: Mad Bomber Fireworks
Address: 3999 E HUPP RD R-3-1
City, State, LAPORTE, IN 46350
Telephone: 877-623-2662
Facsimile: _____
Email: randy@madbomberfireworks.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
11. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.
12. Insurance:
 - A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant’s work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Consultant’s insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant’s insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Consultant’s insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form”, then the Consultant shall be required to name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers’ Compensation Insurance:

Such coverage as required by the Workers’ Compensation Act of the State of Illinois with coverage of statutory limits and Employers’ Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the “Village of Orland

Park, its officers, officials, employees, agents and volunteers” for losses arising from work performed by the Consultant for the Village. Workers’ Compensation Subrogation Waiver to be provided post contract signing prior to fireworks display.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability coverages.

(vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best’s rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the “Village of Orland Park, its officers, officials, employees, agents and volunteers”, as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
 - I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
 - J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
 - K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
 - L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
 - M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
 - N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 12, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.
13. Indemnity:
- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
 - C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
 - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
 - E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. Village Confidential Information:
- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 14 shall survive any termination of the Contract.
15. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

- E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
16. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
17. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
18. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
19. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

20. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
21. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
22. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
23. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
24. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
25. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
26. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

27. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
28. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
29. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
30. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
31. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
32. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
33. Additional Terms and Conditions:

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 3rd Day of August , 2025, 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. For anything other than inclement weather there will be a 15% Fee of agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses to not reschedule a alternate display 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 350' 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 an additional insured per this contract.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. 8. Seller and Buyer agree to included Attachments, if any. See Attachments: none

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: _____

VILLAGE OF ORLAND PARK

E-SIGNED by Randy McCaslad

on 2025-06-19 19:54:02 GMT

E-SIGNED by George Koczwar

on 2025-06-19 21:50:51 GMT

By: _____

By: _____

Name: **Randy McCaslad**

Name: **George Koczwar** Title: _____

Its _____ and Authorized Agent
Owner

ATTEST: **Village Manager**

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated April 4, 2025
and/or in Village Proposal Number _____ dated _____

EXHIBIT A

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

Orland Park IL
APRIL 4, 2025
PROPOSAL
AUGUST 3, 2025

\$15,000.00

Main Body

144	2.5" Display Shells	
138	3" Display Shells	
114	4" Display Shells	420
24	5" Display Shells	

Finale

108	2.5" Display Shells	
144	3" Display Shells	252

Closer

12	3" Display Shells	
3	4" Display Shells	
2	5" Display Shells	18
1	6" Display Shell	

690 total

MAD BOMBER

FIREWORK PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 HUPP RD R-3-1 LAPORTE IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

ORLAND PARK PROPOSAL AUGUST 3, 2025

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR YOUR CONCERT.

FIREWORKS SHOW	\$15,000.00
PROFESSIONAL PRESENTATION	INCLUDED
\$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	<u>\$WAIVED</u>
BALANCE DUE AFTER PRESENTATION	\$15,000.00

Mad Bomber Fireworks will also supply the following:

1. We will help secure all permits. Buyer responsible for permit costs.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry \$5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

Randy McCasland

**MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT**

This contract entered into this 4th day of April, by and between Mad Bomber Fireworks Productions of LaPorte, Indiana hereinafter referred to as Seller, and

Village of Orland Park
Herein after referred to as Buyer, of Orland Hills Park State Illinois
Illinois

~~Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$15,000.00 for Display. Upon acceptance of this agreement Buyer will 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 1 1/2% 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: (See #33 in contract)

1. Seller will present said Fireworks Display on the evening of the 3rd Day of August, 2025, 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. For anything other than inclement weather there will be a 15% Fee of agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses to not reschedule a alternate display 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 350' 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 an additional insured per this contract.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: none

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 _____
Randy McCasland

Date _____

BUYER

By _____
(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Date _____

Print Name _____

Address _____

Orland Park IL

2.5 INCH SHELLS * main body

36 Lidu

Red Peony w/Red Tail
Green & Purple Peony w/Tail
Green & Blue Peony w/Green Tail
Yellow Peony w/Red Palm Core
Gold Wave to Variegated Chrys.
Green Strobe w/Green Tail
Red Stars w/1000 Green w/Sil Tail
Red Rain w/Crackling & Red Tail
Silver Spider Web

Purple Peony w/Silver Tail
Gold Wave to Purple Chrys. w/Tail
Blue Peony w/Silver Palm Tree Core
Dragon Eggs to Gold Crackling w/Tail
Blue Chrysanthemum w/Silver Tail
Crackling Palm Tree w/Crackling Tail
Purple Willow
Ripples to Blue Wave w/Gold Tail
Color Flower Rain w/Silver Tail

36 Freedom

Sapphire Blue to Twilight Glitter
Pink Chrysanthemum
Sapphire Blue Cascade
Grasshopper Green to Coral Yellow
Green Strobe
Cardinal Purple Peony
Sapphire Blue w/Midnight Snow Pistil
Twilight Glitter to Ruby
Blue to Red Double Ring w/Bowtie

Multi Color Chrys
Blue to Crackling Rain
Ruby Red to Sapphire Blue to Pearly White
Aqua Peony w/Orange Pistil
Aqua Chrysanthemum
Coral Yellow Chrysanthemum
Orange to Blue Chrysanthemum
Tri Color Double Layer Ring
Crackling Palm Tree w/Crackling Tail

2.5 INCH SHELLS

Mad Bomber
Fireworks Productions

Orland Park IL

2.5 INCH SHELLS * main body

72 Wizard

Golden Spangle to Half Red Half Blue

Red to Crackling Chrysanthemum

Yellow to Crackling Chrysanthemum

Red to Silver Peony w/Blue Pistil

Glittering Silver to Red Chrysanthemum

Glittering Silver to Green Chrysanthemum

Glittering Silver to Blue Chrysanthemum

Blue Ring w/Crackling Pistil

Green Crackling Coconut w/Pistil

Green & Gold Glittering Chrysanthemum

Blue to Red Flash

Green Peony w/Purple Pistil

Blue to Crackling Chrysanthemum

Red to Blue w/Coco Pistil

Glittering Silver to Yellow Peony

Glittering Silver to Purple Peony

Glittering Silver to Variegated Peony

Blue Crackling Coconut w/Tail

Red Crackling Coconut w/Tail

Purple & Gold Glittering Chrysanthemum

Blue Ring w/Silver Fish Pistil

Mad Bomber

Fireworks Productions

Orland Park IL

12 3 INCH SHELLS

Three Shot Volleys

Coconut Palms
Purple Sky Mines
Silver Flying Fish
Green Strobe
White Strobe
Red White & Blue Ring w/Mine
Red Strobe
Red White & Blue w/Brocade Mine
Brocade w/Red White & Blue Mine
Turquoise Peony w/Palm Core
Peach Flying Stars
Lemon Peony
Green Peony w/Peach Pistil

Gold Kamuro
Yellow Chrysanthemum w/Red Pistil
Silver Peony w/Orange Pistil
Three Color Changing
Cyan Peony w/Color Changing Pistil
Red White & Blue Rings
Violet Chrysanthemums
Blue Chrysanthemums
Purple Peony
Mag Green Peony
Mag Red Peony
Mag Orange Peony

12 4 INCH SHELLS

Three Shot Volleys

Red Green Blue Sparkling Rain
Green White Blue Clustering Strobe
Color Peony w/Sparkling Pistil Cyan
w/Mag Pistil
1/2 Green 1/2 Silver
Gold Glittering Waterfall Brocade
w/Green Leaves

Color Flying Stars
Silver Strobe
Hummer
Pixie Dust Willow
Glittering Silver
White Strobe Waterfall
Brocade w/Rainbow Dahlia

**Three shells shot simultaneously and
spread across sky**

Mad Bomber
Fireworks Productions

Orland Park IL

3 INCH SHELLS * main body

18 Phoenix

Red Peony w/Red Tail
Green & Purple Peony w/Tail
Green & Blue Peony w/Green Tail
Yellow Peony w/Red Palm Core
Gold Wave to Variegated Chrys.
Green Strobe w/Green Tail
Red Stars w/1000 Green w/Sil Tail
Red Rain w/Crackling & Red Tail
Silver Spider Web

Purple Peony w/Silver Tail
Gold Wave to Purple Chrys. w/Tail
Blue Peony w/Silver Palm Tree Core
Dragon Eggs to Gold Crackling w/Tail
Blue Chrysanthemum w/Silver Tail
Crackling Palm Tree w/Crackling Tail
Purple Willow
Ripples to Blue Wave w/Gold Tail
Color Flower Rain w/Silver Tail

36 Guandu

Sapphire Blue to Twilight Glitter
Pink Chrysanthemum
Sapphire Blue Cascade
Grasshopper Green to Coral Yellow
Green Strobe
Cardinal Purple Peony
Sapphire Blue w/Midnight Snow Pistil
Twilight Glitter to Ruby
Blue to Red Double Ring w/Bowtie

Multi Color Chrys
Blue to Crackling Rain
Ruby Red to Sapphire Blue to Pearly White
Aqua Peony w/Orange Pistil
Aqua Chrysanthemum
Coral Yellow Chrysanthemum
Orange to Blue Chrysanthemum
Tri Color Double Layer Ring
Crackling Palm Tree w/Crackling Tail

3 INCH SHELLS

Mad Bomber
Fireworks Productions

ORLAND PARK IL

3 INCH SHELLS * main body

72 Wizard

Golden Spangle to Half Red Half Blue
Red to Crackling Chrysanthemum
Yellow to Crackling Chrysanthemum
Red to Silver Peony w/Blue Pistil
Glittering Silver to Red Chrysanthemum
Glittering Silver to Green Chrysanthemum
Glittering Silver to Blue Chrysanthemum
Blue Ring w/Crackling Pistil
Green Crackling Coconut w/Pistil
Green & Gold Glittering Chrysanthemum
Blue to Red Flash

Green Peony w/Purple Pistil
Blue to Crackling Chrysanthemum
Red to Blue w/Coco Pistil
Glittering Silver to Yellow Peony
Glittering Silver to Purple Peony
Glittering Silver to Variegated Peony
Blue Crackling Coconut w/Tail
Red Crackling Coconut w/Tail
Purple & Gold Glittering Chrysanthemum
Blue Ring w/Silver Fish Pistil

18 Yang Fang

Peach Chrysanthemum
Yellow Peony
Pink Peony
Lemon Chrysanthemum
Water Color Peony
Red to Silver Peony
Purple to Silver Peony
Blue to Silver Peony
Orange Wave
Purple Wave
Red wave
Blue to Red Peony

Silver Wave Red Chrysanthemum
Golden Wave Yellow
Red Strobe
White Strobe
Green Strobe
Red to Crackling Dahlia
Big Silver Chrysanthemum
Brocade Crown
Red Ring
Green Ring
Yellow Bee Crackling
Silver Bee Crackling

Mad Bomber
Fireworks Productions

ORLAND PARK IL

4 INCH SHELLS

36 **Guando**

Red Peony w/Red Tail
Green & Purple Peony w/Tail
Green & Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red Stars w/1000Green w/Tail
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow

Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Color Flower Rain w/Silver Tail

18 **Vulcan**

Green Peony w/Palm Core & Tail
Red Peony w/Glitt Coco Core & Tail
Purple Peony w/Green Pistil & Pur Tail
Vareigated Chrysanthemum w/Blue Tail
Spangle Chrysanthemum w/Red Tail
Crack Flower Chrys w/Crack Tail
1/2 Yellow 1/2 Blue w/Blue Tail
Orange to Blue Chrysanthemum
Gold Wave Green Strobe Chrys

Glitt Silver to Green to Red
Red and Spangle Chrysanthemum
Silver Strobe w/Strobe Tail
Multi Color Chrysanthemum
Yellow to Crackling w/Crack Tail
Vareigated Color to Crack Flower
Ruby Red Peony
Blue to Crackling Rain
Crackling Palm Tree w/Crackling Tail

12 **Yung Feng**

White Twinkling Chrysanthemum
Variegated Cycas Bloom
Green Chrysanthemum w/Crackling
Golden Silk Chrysanthemum
Red Cherry Blossom w/Tail
Nishiki Kamuro

Crackling Nishiki Kamuro
Golden Wave to Purple Chrysanthemum
Glittering Silver to Red Chrysanthemum
Reddish Gamboge to Silver Chrysanthemum
Nishiki Kamuro Niagra Falls
Silver Willow

Mad Bomber
Fireworks Productions

Orland Park IL

4 INCH SHELLS * main body

36 Wizard Brand

Silver Strobe

USA Style Titanium Whistle Cannister

Red to Crackling Chrysanthemum

Blue Cycas w/ Gold Tail

Crackling Spider to Yellow w/Silver Tail

Silver to Green to Blue Peony w/Gold Tail

Red to Blue Peony w/Coco Pistil w/ Sil. Tail

Gold Silk w/Gold Tail

Purple Chrys. w/Coco Pistil w/Sil Tail

Green to Flash w/Coco Pistil

Blue to Red Flash

Brocade Crown w/Blue Pistil

Red Cycas Blossom

Purple Peony w/Gold Coco Pistil

Firefly Waterfall w/Firefly Tail

Silver Palm Tree w/Silver Tail

Green Peony w/Coco Pistil

Gittering Silver to Vareigated

Glittering Sil to Red w/Blue Pistil w/Sil Tail

Glittering Sil to Blue w/Red Pistil w/Sil Tail

Bowtie w/Ring w/Sil Tail

Green Peony w/Purple Pistil w/Sil Tail

Red Chrys w/Blue Pistil w/Gold Tail

Glittering Coconut w/Glittering Tail

New Rainbow Color Dahlia

Blue USA Style Cannister

RWB Peony to Crack Chrys w/Gold Tail

Glittering Silver to Blue

Yellow Chrys w/Coco Pistil w/Sil Tail

Magenta Peony w/Palm Core

1/2 Red 1/2 Blue Chrysanthemum

Red White & Blue Peony

Red to Crackling

Silver Peony w/Green Pistil

Gold Spangle w/Purple Pistil

Silver Fish w/BlueRing

Mad Bomber

Fireworks Productions

Orland Park IL

5 INCH SHELLS * main body

24 Wizard

Green Peony

Yellow Peony

Gold Wave to Green Chrys w/Green Tail

Color Peony w/Blue to Gold Pistil

Purple to Red Peony

Blue Peony w/Glitt Gold Pistil

Green Peony w/Red Pistil

Purple to Green Peony w/Palm Tree Core

1/2 Blue 1/2 Yellow Chrys w/Silver Tail

Gold Wave to Purple Chrys w/Gold Tail

Vareigated Chrysanthemum w/Silver Tail

Var to Red Chrys w/Gold Palm Core

Red Gamboge to Red to Green w/Gold Tail

Green Ring w/Green Tail

Gold Tremelon

Ripples to Purple Wave

Silver Wave to Vareigated Chrys

Lemon Peony w/Palm Tree Core

Mad Bomber
Fireworks Productions

Orland Park IL

Finale Shells

108 2.5" Finale Shells

Kanto Assorted Color Finale
Wizard Comet and Color Finale
Wizard Assorted Color Finale
Vulcan Red White and Blue Finale
Wizard Titanium Salute Finale

144 3" Finale Shells

Dominator Color Finale
Dominator Specialty Finale
Dominator Transformation Finale
Freedom Golden Cycas Finale
Freedom Comet Color Cycas Finale
Kanto Mag Color Finale
Kanto Comet and Color Finale
Kanto Premium Color Finale Vulcan
Red White and Blue Finale Vulcan
Twilight Glitter Finale Wizard Color
Finale
Wizard Specialty Finale
Wizard Brocade Crown Finale
Wizard Glittering Silver Finale Wizard
Coconut Palm Finale Wizard White
Strobe Finale
Wizard Color Ring Finale

CLOSER

- 3 4" Brocade Crown Kamuro**
- 2 5" Brocade Crown Kamuro**
- 1 6" Brocade Crown Kamuro**
- 12 3" Titanium Salutes**

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970 and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	4-IN-091-51-6L-00872
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	November 1, 2026

Mama Howard

Name
PLANET PROD/MAD BOMB FWKS/NIGHT MAG DISP/SKY MAJ

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1
LA PORTE, IN 46350-**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

MIAND INC
PLANET PROD/MAD BOMB FWKS/NIGHT MAG
DISP/SKY MAJ
3999 E HUPP RD MIDWEST WAREHOUSING BLDG
R-3-1
LA PORTE, IN 46350-

Specimen

Licensee/Permittee Responsible Person Signature

Position Title

Printed Name

Date



U.S. Department of Transportation
Federal Motor Carrier Safety

1200 New Jersey Ave., S.E.

Administration

Washington, DC 20590

June 21, 2023

In reply refer to:
USDOT Number: 777176

ANDREW JAMES
PRESIDENT
MIAND INC
PLANET PRODUCTIONS
3999 HUPP ROAD BLDG R-3-1
LA PORTE, IN 46350

Dear ANDREW JAMES:

HAZARDOUS MATERIALS SAFETY PERMIT HM Safety Permit ID: US-777176-IN-HMSP
Effective Date: June 21, 2023

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning June 21, 2023 and remain effective through June 30, 2025 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

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



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2022-2025**

Registrant: MIAND INC DBA PLANET PRODUCTIONS
ATTN: KELLEY HATFIELD
3999 HUPP ROAD, BUILDING R-3-1
LA PORTE, IN 46350

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: 062122550173EG Effective: July 1, 2022 Expires: June 30, 2025

HM Company ID: 38154

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-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

ON SITE SAFETY INSTRUCTIONS
Rules must be adhered to on each and every site.

EMERGENCY CONTACT INFORMATION:

MAIN OFFICE- 219-393-5051

CHEMTEL: 800-255-3924 CONTRACT#MIS0005800

ALL PERSONS on site MUST be at least 18 years or older. NO EXCEPTIONS.

Once a show is delivered to a site.. it shall NEVER be left unattended. Site security should be properly maintained at all times.

EMERGENCY ACTION PLAN: Upon arriving on the display site, the Operator is to devise an EAP- Emergency Action Plan for the display. Prior to setting up any equipment, the Operator is to communicate the plan to all other workers. Each display will have its own site-specific plan due to locale and geographic features. The EAP must include the following:

- . Emergency escape routes away from the display fireworks
- . A safe location away from the fireworks to account for all workers
- . A plan to notify emergency personnel and whom will direct them to the site.
- . Instruct all workers on the location of emergency response information and MSDS

right to know information.

This plan may be given verbally, and Operator shall confirm each worker understands.

FIRE AND EXPLOSION HAZARD DATA

Do not attempt to fight fire in vicinity of Special Fireworks – Evacuate Areas. Evacuate fire area immediately and seek shelter. Follow established emergency action plan. Fireworks may mass explode in a fire situation.

NO SMOKING OR OPEN FLAME- smoking, open flame, smoking materials (ie. lighters, matches) are forbidden in the loading or un-loading and display areas. No smoking signs may be posted in a conspicuous area upon set up of site. A minimum of 25' in all directions, from the perimeter surrounding the site is to be maintained as non-smoking.

LOADING AND UNLOADING:

- .Vehicle engine must not be running, and hand brake must be set.
- .No smoking, open flame or source of static discharge shall be allowed, ie. cell phones, pagers, lighters, etc.
- .Boxes must **NEVER** be thrown, slid or dropped. Be especially careful when boxes contain fireworks with igniters attached.
- . Never use bale hooks or other metal tools to load or unload boxes of explosives.

SAFETY EQUIPMENT AND CLOTHING: Non-synthetic clothing must always be worn. This prevents the possibility of static build-up and discharge, as well as the possibility of material 'melting' on to the skin in the event of hot fall-out or fire. After set-up of site, pants must be worn, no shorts. Eye protection, ear protection and closed toe shoes are required. Hats or head coverings should be used to protect the head, but must not impede your vision, or 'contain' the force of a blast in the event of spontaneous explosion.

ASSURE PROPER INSTALLATION AND SET UP OF SITE:

All mortar boxes, racks and drums shall be properly installed on each show.

Maintaining a safe Display Site is top priority. These reminders, along with your training, should assist you in performing a safe and spectacular show. If you have any questions, address the Operator right away.

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Randy McCasland,
(Enter Name of Person Making Certification)

as Director of Operations
(Enter Title of Person Making Certification)

and on behalf of Mad Bomber Fireworks Productions, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 35-2048232
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is *(check one)*:

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Indiana May 6, 1998
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned Small Business *(SBA standards)*
- Women-Owned Prefer not to disclose
- Veteran-Owned Not Applicable
- Disabled-Owned

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned Small Business *(SBA standards)*
- Women-Owned Prefer not to disclose
- Veteran-Owned Not Applicable
- Disabled-Owned

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX CERTIFICATION:** Yes [x] No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Randy Mc Casland

Name of Authorized Officer

Director of Operations

Title

4-30-25

Date



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

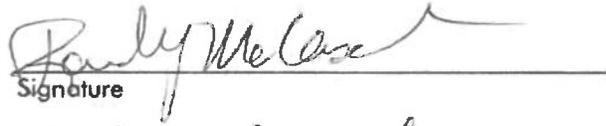
If awarded the contract, all Required Policy Endorsements noted in the left column in **red bold** type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p><u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p><u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p><u>ADDITIONAL INSURED ENDORSEMENTS:</u> <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage 	<p><u>LIABILITY UMBRELLA</u> (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input checked="" type="checkbox"/> Other: <u>4,000,000 each occurrence/aggregate</u> EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p><u>PROFESSIONAL LIABILITY</u></p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction</p>
<ul style="list-style-type: none"> • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered loses. 	<p><input type="checkbox"/> <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 30 DAY OF April, 2025


Signature

Authorized to execute agreements for:

Randy McCasland Director
Printed Name & Title

MAD Bomber Fireworks
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2025

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 Acisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101
	INSURER(S) AFFORDING COVERAGE	
INSURED Mad Bomber Fireworks Planet Productions 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350	2321	INSURER A: Everest Indemnity Insurance Co. NAIC # 10851
		INSURER B: Everest Denali Insurance Company 16044
		INSURER C: Liberty Mutual Insurance Co 25035
		INSURER D: Liberty Mutual Insurance Co 25035
		INSURER E: Axis Surplus Ins Company 28620
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1768990732

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 <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"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	GCI0010157-251	2/4/2025	2/4/2025	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 - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	GCD0010067-251	2/4/2025	2/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000243093-05	2/4/2025	2/4/2028	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC539S-714654-015 WC5-34S-524913-033 WC5-34S-311836-053	2/4/2025 2/4/2025 2/4/2025	2/4/2026 2/4/2026 2/4/2026	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y	Y	GCI0010158-251	2/4/2025	2/4/2025	Each Occ/Aggregate Total Limits \$5,000,000 \$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.

OPERATIONS: FIREWORKS DISPLAY

ADDITIONAL INSURED: THE VILLAGE OF ORLAND PARK, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**
 THE VILLAGE OF ORLAND PARK
 14700 S. RAVINIA AVENUE
 ORLAND PARK IL 60462

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
THE VILLAGE OF ORLAND PARK, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.	THE VILLAGE OF ORLAND PARK 14700 S. RAVINIA AVENUE ORLAND PARK IL 60462
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.

THE VILLAGE OF ORLAND PARK, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>THE VILLAGE OF ORLAND PARK, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.</p>	<p>THE VILLAGE OF ORLAND PARK 14700 S. RAVINIA AVENUE ORLAND PARK IL 60462</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	Miand, INC		
	2 Business name/disregarded entity name, if different from above.	dba Mad Bomber Fireworks		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.			Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	5 Address (number, street, and apt. or suite no.). See instructions.	3999 E. Hupp Road Building R31		Requester's name and address (optional)
	6 City, state, and ZIP code	La Porte, IN 46350		
	7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
[] [] [] - [] [] [] - [] [] [] [] [] []	
OR	
Employer identification number	
3 5 - 2 0 4 8 2 3 2	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 2-3-25
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>THE VILLAGE OF ORLAND PARK, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



Contractual Risk Transfer Evaluation Summary

Date 5/2/25

Vendor/Contractor Name: Mad Bomber Fireworks Productions
 Contract/Project Name/ #: Fireworks Display
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Fireworks
 Contract/Project Summary: **Fireworks Display**
 Policy Expiration Date: 2/4/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$4M/\$4M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL			\$5M/\$10M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Need:

- Workers' Compensation Subrogation Waiver (To be provided immediately post contract signing prior to fireworks display)

Contractual Risk Transfer: Acceptable Not Acceptable



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0132

File ID: 2025-0132	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 02/07/2025
Agenda Entry: 2025 Centennial Park West and Taste of Orland Park Artists		Final Action: 03/03/2025
Title: 2025 Centennial Park West and Taste of Orland Park Artists		

Notes:

Sponsors:	Res/Ord Date:
Attachments:	Res/Ord Number:
Drafter:	Hearing Date:
Department Contact:	Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Recreation and Parks Department	02/07/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	03/03/2025	APPROVED				Pass

Text of Legislative File 2025-0132

..Title
2025 Centennial Park West and Taste of Orland Park Artists

History

The Village opened the new Centennial Park West venue in June 2024. The venue hosted the Village's large scale special events including the Centennial Park West Concert Series, the 4th of July concert and fireworks, nine weeks of Market at the Park, three Movie's in the Park and the Taste of Orland Park.

In 2025, staff look forward to hosting and expanding upon the success of 2024. Toward this end, staff seek approval to authorize the Village Manager to enter into contracts, subject to Village attorney review, with Artists whose performance and rider fees total more than \$25,000. This would enable staff to make the required deposit, typically fifty percent, and secure Artists within the short window of time available from when an offer is made and accepted by the Artist.

Concerts for the Centennial Park West Concert Series are expected to take place in June, July and August 2025. The Taste of Orland Park will be August 1, 2 and 3, 2025.

Ticket prices for Centennial Park West concerts are expected to be priced \$10 - \$45 depending upon the Artist. The venue's capacity will allow 5,000 or more attendees.

Financial Impact

\$500,000 is budgeted in 1009220 442450 for Centennial Park West concerts for entertainment.

\$130,000 is budgeted in 1009230 442450 for Taste of Orland Park entertainment.

Recommended Action/Motion

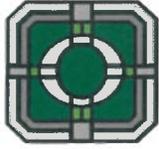
I move to approve authorizing the Village Manager to negotiate and execute contracts, including associated riders and deposit payments, with artists and artist agents for the Centennial Park West Concert Series and the 2025 Taste of Orland Park, subject to the following conditions:

1. The total compensation for any individual act, including performance fees and rider costs, exceeds \$25,000 but remains within the budgeted amounts approved by the Village Board for Recreation and Parks.
2. The Village Manager is authorized to finalize and execute contracts for entertainment acts that align with the Village's approved budget and overall event planning objectives.
3. To allow for timely booking and execution of contracts while ensuring flexibility in event promotion, the Village Board's approval of the Recreation and Parks budget shall constitute sufficient authorization for the Village Manager to enter into agreements without requiring further Board action on individual contracts.
4. The Village Board shall retain full discretion over the timing of public announcements regarding contracted acts.
5. The Village Manager's authority under this motion does not extend to the independent selection of entertainment acts.

This authorization shall remain in effect for the duration of the planning and execution of the 2025 Centennial Park West Concert Series and the 2025 Taste of Orland Park, unless modified or rescinded by the Village Board;

AND

To authorize the Village Manager to execute all related contracts, subject to Village Attorney review.



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0132

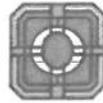
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

June 20, 2025

Randy McCaslad
Miand, Inc dba Mad Bomber Fireworks Production
3999 E Hupp Road R-3-1
LaPorte, Indiana 46350

NOTICE TO PROCEED –Taste of Orland Park Fireworks Show- August 4, 2025

Dear Randy,

This notification is to inform you that the Village of Orland Park has received the electronic contract and certifications. In order for work to commence we will require the Worker's Compensation Subrogation Waiver to be provided as stated in the contract under #12 B. iii. Please provide this at your earliest convenience.

Please contact Erin Cortilet at 708-403-6145 to arrange the commencement of the work.

The Village will be processing a Contract Number for this contract/service and it will be emailed to your company. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accounts payable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Kathie Clifford
Administrative Coordinator

