

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2016-0095

**Innoprise Contract #:** C16-0043

**Year:** 2016-18

**Amount:** \$25,000.00

**Department:** Nancy Flores - Recreation

**Contract Type:** Services

**Contractors Name:** Melrose Pyrotechnics

**Contract Description:** July 4th Pyro-Musical Firework Production 2016-2018

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orlandpark.org](http://www.orlandpark.org)



VILLAGE HALL

TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

April 8, 2016

Mr. Wynn Cramer  
Melrose Pyrotechnics, Inc.  
Kingsbury Industrial Park  
P.O. Box 302  
Kingsbury, Indiana 46345

**RE: NOTICE TO PROCEED - July 4<sup>th</sup> Pyro-Musical Firework Production 2016-2018**

Dear Mr. Cramer:

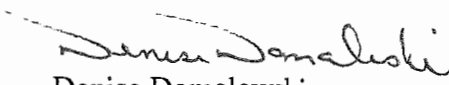
This notification is to inform you that the Village of Orland Park has received all necessary paperwork in order for work to commence on the above stated project as of April 4, 2016. Please forward a current Certificate of Insurance upon renewal each year.

Please contact Nancy Flores at 708-403-6276 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be emailed to your company. It is imperative that this number on the Purchase Order 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 [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 24, 2016 in an amount not to exceed Twenty Five Thousand and No/100 (\$25,000.00) Dollars per year. If you have any questions, please call me at 708-403-6173.

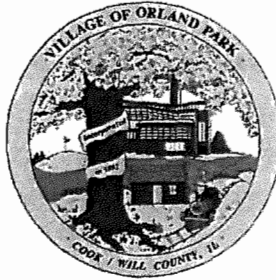
Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: Nancy Flores

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
(708) 403-6100  
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VILLAGE HALL

TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

March 24, 2016

Mr. Wynn Cramer  
Melrose Pyrotechnics, Inc.  
Kingsbury Industrial Park  
P.O. Box 302  
Kingsbury, Indiana 46345

NOTICE OF AWARD – July 4th Pyro-Musical Firework Production 2016-2018

Dear Mr. Cramer:

This notification is to inform you that on March 7, 2016, the Village of Orland Park Board of Trustees approved awarding Melrose Pyrotechnics, Inc. the contract in accordance with the proposal you submitted dated January 14, 2016, for July 4th Pyro-Musical Firework Production 2016-2018 for an amount not to exceed Twenty-Five Thousand and No/100 (\$25,000.00) Dollars per year.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by April 7, 2016.

Enclosed is the Contract for July 4th Pyrotechnical Services 2016-2018. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you, along with a signed proposal.

Please continue to send the Village current Certificates of Insurance as coverage is renewed during the contract period.

This information should be returned directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts and certificate of insurance are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,

Contract Administrator

cc: Nancy Flores  
Ray Piattoni

**VILLAGE OF ORLAND PARK**  
**July 4<sup>th</sup> Pyro-Musical Firework Production 2016-2018**  
**(Contract for Services)**

This Contract is made this **24th day of March, 2016** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Melrose Pyrotechnics, Inc. (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Request for Proposals issued January 7, 2016
- The Instructions to Proposers
- This Contract
- The Proposal dated January 14, 2016, received January 28, 2016, to the extent it does not conflict with this contract
- Affidavit of Compliance
- References
- Insurance Requirements
- Certificates of insurance

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

*One (1) computer choreographed, electronically fired Pyro-Musical Firework Production on July 4<sup>th</sup>, 2016, July 4, 2017 and July 4, 2018. The show shall be approximately 23-25 minutes in length. Per the proposal, a five (5%) percent per year product bonus will be added to the third year display in 2018*

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: an amount not to exceed Twenty-Five

Thousand and No/100 (\$25,000.00) Dollars per year.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence on July 4, 2016, July 4, 2017, and July 4, 2018, weather permitting, with the option to renew for 2019 and 2020. Should inclement weather prevent the giving of this display on the date mentioned herein, the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. This Contract shall terminate upon completion of the WORK, or six months from the last display date, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK, including, without limitation, the Pyrotechnic Distributor and Operator Licensing Act, 225 ILCS 227/1 et seq. ("Act") and provide those licenses to the VILLAGE prior to commencement of the WORK.

The CONTRACTOR shall conduct each fireworks display in accordance with National Fire Protection Association standards and guidelines for safety.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS 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:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue

Orland Park, Illinois 60462

Telephone: 708-403-6173

Facsimile: 708-403-9212

e-mail: [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org)

**To the CONTRACTOR:**

Wynn Cramer, Event Producer

Melrose Pyrotechnics, Inc.

1 Kingsbury Industrial Park –

P.O. Box 302

Kingsbury, Indiana 46345

Telephone: 219-393-5522

Facsimile: 219-393-5710

e-mail: [wynn@melrosepyro.com](mailto:wynn@melrosepyro.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.

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. 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.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park 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 of Orland Park under this agreement.

**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 14: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes  
Village Manager

Its: \_\_\_\_\_

Date: 4/6/16

FOR: THE CONTRACTOR

By: 

Print Name: Wynn Cramer

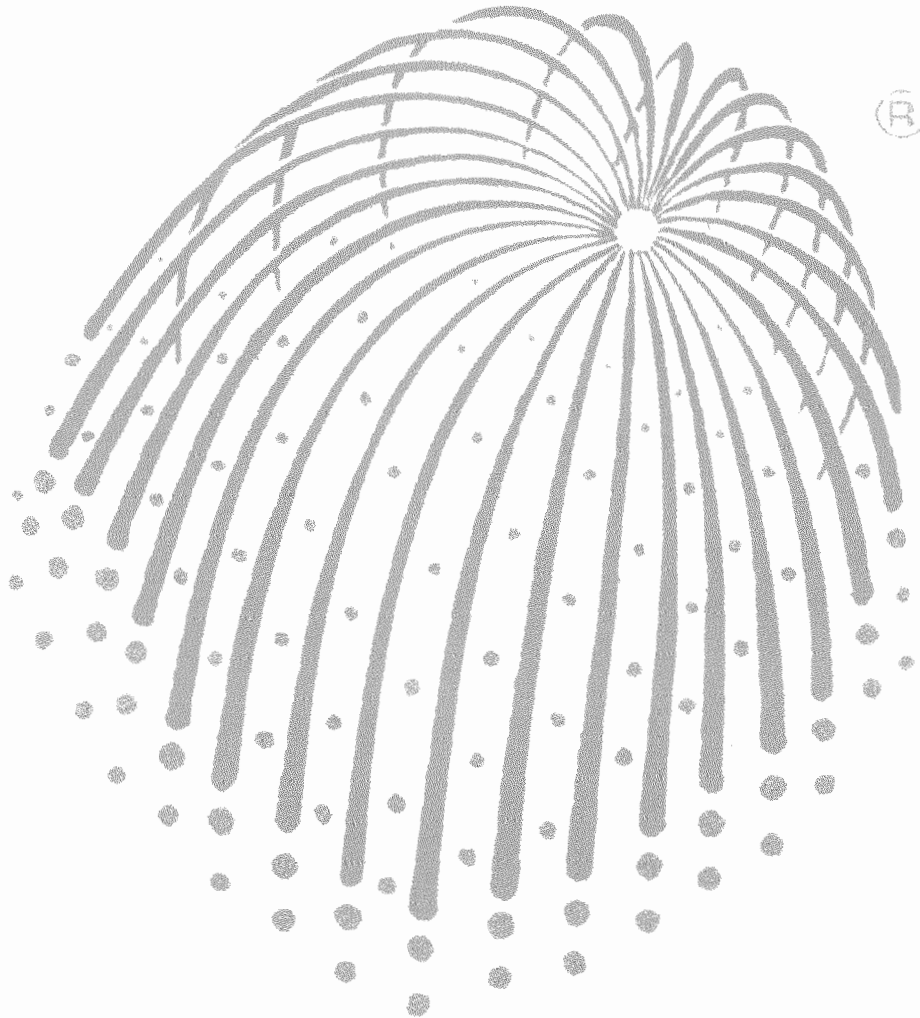
Its: Event Producer

Date: March 29, 2016



ORIGINAL

# Village of Orland Park Proposal



JULY 4, 2016-2018

# Services

For generations, Melrose Pyrotechnics has been creating celebrations for loyal audiences everywhere. Melrose Pyrotechnics is the place technology meets tradition. We deliver an unparalleled brand of passion plus talent, powered by the best and brightest in fireworks techniques.

## ► Traditional Displays

Whether you are planning a Fourth of July celebration, wedding reception, company party, or anything in between, you can be assured that Melrose Pyrotechnics will provide you with a fireworks display that will fit your budget and surpass your expectations.

When it comes to traditional fireworks displays, Melrose Pyrotechnics is second-to-none. From your first meeting with our event producers to your display's grand finale, our team of professionals will be with you every step of the way.

Every Melrose Pyrotechnics display is customized and individually designed for your event. We hand-select each pyrotechnic device that we use in your program, which allows us to create and present customized scenes of color and special effects throughout your entire display.

Our commitment to you and your show is unprecedented in the fireworks industry, and it doesn't end with the fireworks display. We personally ensure that all ancillary details prior to and after the show are addressed in a professional manner.

## ► Sports Entertainment

Whether it's celebrating team introductions, opening ceremonies, delivery of the National Anthem, a stunning achievement, or the culmination of a high-powered sporting event, a fireworks production is the extra dimension that sends crowds into ecstasy.

Fireworks in the arena, fireworks night at the stadium, and fireworks in the ballpark rank among our most high-demand venues. Major sports leagues around the nation, including the NFL, MLB, NBA, Nascar, and NCAA, call on Melrose to deliver the celebration factor like no one else can.



## ► Pyromusical Displays

While many companies can turn on music and shoot off shells, it's rare to discover the kind of synergy that fuses musical production with technical artistry to build a full-blown pyromusical event. With the latest in computer scripting software, Melrose completely designs and synchronizes your show before it ever leaves our facilities.

Our soundtrack artist is a versatile music aficionado, ready to listen to your tastes and custom-build a show around your theme. Our choreographers specify the perfect companion effects and timing to build entertainment that defies imagination. Our state-of-the-art production studios offer broadcast-quality, digitally edited soundtracks. Once music is selected, a Melrose display choreographer fuses fireworks with the soundtrack using computer design software to achieve incredible precision and split-second timing.

Through a collaborative development process, we follow your lead, offer creative direction, and provide fully detailed previews and soundtracks for your feedback as we lead up to the show. We choreograph every sound and shell to create the look and feel you envision for your spectators.

## ► Indoor Pyrotechnics/Special Effects

From indoor sporting events to concert stages, Melrose excels in producing indoor pyrotechnic shows. We rev up the excitement with our diverse inventory of gerbs, fountains, mines, line rockets, and other specialized effects. In addition to indoor pyrotechnics, we offer a wide array of specialized indoor services including confetti, streamers, and cryogenic effects.

Melrose producers will work closely with you to decide if indoor fireworks will work for your application, and if so, how to deliver the highest possible impact. Depending on your specific needs, let us create the perfect experience for your event! It takes a special level of skill to adapt technology for a stunning indoor show, and we're up for it.

# Safety

Melrose Pyrotechnics has always made it a priority to actively promote and pursue ongoing education and safety training. Melrose has raised the bar for the industry with our in-house training facility, where we provide ongoing hands-on demonstrations and lectures in order to ensure all personnel and employees are always educated to the highest standards possible.

Our training program implements standards and curriculum that we developed in collaboration with the American Pyrotechnics Association (APA) in order to foster operator and technician safety throughout the industry. In addition to APA training, Melrose educates and abides by safety protocols set forth by the United States Department of Transportation. We also recognize, follow, and exceed the guidelines laid out by the National Fire Protection Association (NFPA) in their annual NFPA handbooks.

## ▶ American Pyrotechnics Association

The APA is the largest professional trade organization in the pyrotechnics industry. Maintaining a long-time membership in the APA, we share the same values as the APA in the importance of promoting safer regulations and continuing education throughout the fireworks industry. Through annual conventions and industry-wide forums, Melrose continues to have an important voice in the development and advancement of APA safety standards and training curriculum.

## ▶ American Fireworks Standards Laboratory

Melrose Pyrotechnics continues to work with the American Fireworks Standard Laboratory (AFSL) in an effort to implement and improve upon internationally adopted safety standards and testing procedures. The AFSL works directly with manufacturers and import firms to ensure that products have been tested for safety and meet the quality standards developed by the AFSL. It is this relationship that has helped Melrose Pyrotechnics develop their product quality standards. In the future these policies will promote safer products that will be used throughout the fireworks industry.

## ▶ National Fire Protection Association

The National Fire Protection Association (NFPA) establishes guidelines to promote safety in the fireworks industry. At Melrose, no design work is started until we have confirmed your show site will meet NFPA guidelines and any additional internal guidelines to promote safety. NFPA's guidelines are the same standards that our insurance company uses to confirm that your show is meeting safety requirements.

## ▶ United States Department of Transportation

Melrose Pyrotechnics educates all employees on the rules and regulations set out by the United States Department of Transportation (USDOT). USDOT's guidelines are formed to ensure safe handling and transportation of product from our facilities to your shoot site. You can have peace of mind that the driver transporting product to your show will be well educated on the rules and regulations established by the USDOT.

When it comes to safety and training, Melrose has raised the bar for the industry with its on-site training facility and full-time staff member dedicated exclusively to training. The curriculum developed at Melrose expands on the curriculum of the American Pyrotechnics Association. With a maximum class size of 12, Melrose invests thousands of hours of training into development of its expert team every year.

# Fireworks

Melrose Pyrotechnics is serious about the products we use at your event. Starting with the manufacturers, we purchase product only from companies that are as dedicated to safety and quality as we are. Melrose travels the globe annually searching for the most unique and exotic products to add to our inventory.

Through extensive testing, we collect a wealth of information on every pyrotechnic device we employ. With the most diverse inventory in the United States, Melrose has the product to set your show apart from the rest. With all of our planning, attention to detail, and execution, Melrose is confident that your show will be the one everyone remembers year after year, applause after applause.

## ► Manufacturers

In order to maintain a diverse collection of specialized products, our inventory devices are designed and manufactured all around the world, including the United States, Italy, Spain, Germany, China, Japan, and Australia.

It's the personal relationships formed over the years that make Melrose confident in who we are buying from and how the products are going to perform. It is this effort that results in the breathtaking effects that light up the night sky.

## ► Testing

Melrose Pyrotechnics is serious about product evaluation and testing. As soon as new products arrive at our facility, we unpack and immediately inspect them. Once we are satisfied with the quality of the product, our thorough evaluation process begins.

We begin by computer-firing, recording video of, and collecting data about each product as our entire creative department watches closely and evaluates each effect. Criteria such as flight time, effect duration, debris rating, and performance give us a wealth of information that we use while designing your display.

**Flight time** tells us the time span between the moment a shell is fired and the moment it becomes visible in the sky.

**Effect duration** is the period of time that the effect is visible to the audience.

**Debris rating** is a measure of the cleanliness of a shell's break.

**Performance** is an objective grade given by our experts to make sure it meets our quality standards.

We apply the evaluation data in the design of every Melrose Pyrotechnics display, allowing us to utilize every product to its full performance potential.

## ► Inventory

Melrose Pyrotechnics has one of the largest inventories of fireworks in the United States—and possibly the world. Melrose's facilities are truly second to none with over 100,000 sq. ft. of Type 1 explosive storage.

Refreshing 25% of our product every year means that we will always have the newest, most innovative, and creative options the industry has to offer. This huge selection of products gives our designers the creative advantage to take your show to the next level!

## ► Show Design

Once the testing of the product is complete, it's time for the design team to lead the way. With your audience and site parameters in mind, the design team creates impact and emotion utilizing the vast array of products with layers of color in the sky. In addition to our consideration of evaluation data, the designers' choices of when and how to use a particular product versus another is based on many factors. These include effect characteristics, color range, rhythm, and tempo. Pyromusical displays allow us to take our creativity to the next level by marrying fireworks to the tempo, feel, dynamics, and emotional peaks and valleys that comprise a great soundtrack. The designers at Melrose Pyrotechnics are true artists and they love what they do!

**“Show after show, there's never a time they don't take your breath away.”**

- Sheri Piecuch Vyfvinkel,  
Director of Entertainment, Navy Pier, Chicago, Illinois

Event Name Village of Orland Park

Event Date July 4, 2016 - 2018

Client Contact Person Clerk's Office

Type of Show Pyromusical Fireworks Display - Computer Choreographed

Length of Show 23 - 25 Minutes

Type of Pyrotechnic Effects All Aerial Shells up to 6"

Proposal Includes

- Five Million Dollars Public Liability Insurance
- Licensed Professional Pyrotechnicians
- Workers Compensation Insurance
- All Fireworks Material Necessary to the Production
- All Firing Equipment Necessary to the Production
- Digital Soundtrack Production
- Computer-Designed Choreography

Proposal Cost \$25,000 Per Display Date (3rd Year Bonus) - Option to Renew for 2019-2020

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**“Melrose is like part of the family.”**

- Nichole Manning, Senior Director of Game Operations for the Chicago White Sox



# Proposal

In an effort to provide you with a detailed and clear proposal, we have included a list of components to be considered for the design of your Melrose Pyrotechnics display. Please take a moment to review our show design concepts and proposed pyrotechnic effects.

## Opening Segment

The opening scene of your show is one of the most important segments of the display. Whether you choose a traditional display or a pyromusical, our design team members are masters at tailoring your opening segment to thrill your audience from the very first shot. Your audience will be captivated immediately, as we set the tone, pace, and feel for the rest of the program. This is traditionally established through a barrage of multi-shot effects paired with an assortment of aerial shells.

### Design Components

Golden Glittering Chrysanthemums with Red Pistils

Golden Glittering Chrysanthemums with Green Pistils

Golden Glittering Chrysanthemums with Yellow Pistils

Golden Glittering Chrysanthemums with Purple Pistils

## Main Body

After your audience is fully enthralled in the spectacle of the opening segment, we transition into the main body of the display. You will experience our commitment to design and organization first-hand as we present a progression of scenes that we design specifically for you and your show. Because every device that we incorporate into your show is hand-picked, meticulously tested, and rated by our design team, we are able to build a cohesive program that is highly dynamic and suited to your event and audience.

### Design Components

Color Strobing Dahlias with Matching Tails

Crackling Palm Trees with Coconut Trunks

Glittering Peonies with Double Core Pistils

Color-Changing Pastel Crossettes

Assorted Patterns; Smiling Face, Hearts and Stars

Diadem Chrysanthemums to Crackling Tips

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

# Proposal

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## Grand Finale

The ultimate destination and final act of every fireworks display is the grand finale. This is the segment of the show that your audience will remember above everything else. Careful design and product selection are vital components of the process we use to customize your grand finale. Not only sound, but color, flight time, effect duration, impact, and presentation are all criteria we consider when choreographing your grand finale.

### Design Components

Multi-color Finale Chrysanthemum Shells with Silver Tails

Thunder to Colored Stars Report Shells

Assorted Color and Flash Salute Finale Shells

Double Layer Peony Shells with Flashing Cores

Silver Comets to Titanium Reports Finale Chain

Magnesium Splatter Flash Reports

## Special Effects/Multi-Shots

In addition to the shells, multi-shots, candles, and chains that we implement throughout all segments of your show, we employ an extraordinary catalog of special effects and display techniques that we use to complement the traditional crowd favorites. These effects range from nautical shells, custom angled Roman candle scenes, expansive ground effect placements featuring strobes and flares, and layered multi-shot effects, as well as custom-pattern shapes that are manufactured just for Melrose, such as hearts and smiling faces. These special effects work in harmony and greatly enhance the look and feel of any display!

### Design Components

Magical Peony with Gold Brocade Ring

Purple Sunflower with Rising Splitting Pedals

Six Color Changing Peony Ghost Shell

Patriotic Palms in Red, Silver and Blue

Gold Brocades to Red Strobing Octopus

Color Changing Silver Crown to Purple/Green Crossettes

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

## Mult-Shots

### Design Components

Red Peonies with Silver Tails

Red White Blue Peony Fan

Mixed Peony Multi-Shot

Green Glitter Fan Comets with Green Glitter Peonies

Dragon Eggs with Crackling Tails

New Color Crossette

Blue Comets to Blue Crossettes

Color Crossette Fan Multi-Shot

Titanium Salute with Multi-Color Tails

Fan-Shaped Farfalla (Silver Tourbillions)

Golden Glittering Chrysanthemums with Purple Pistils

### Product Description

Red-Colored Peonies over Silver Tails

Stickless rockets with red, white, and blue flash shells

Vibrant pastel-colored peonies teal, lemon, and mauve

Green strobing comets to green breaks

Golden chrysanthemum color breaks

Multi-color crossettes creating a sky of falling stars

Patriotic blue comets bursting into blue crossettes

Fan-shaped crossettes creating a rainbow in the sky

Multi-color comets erupting in large titanium salutes

Rows of wild spinning silver comets flying through sky

Gold aluminum chrysanthemums with purple pistils

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.



# Program

## Main Body

Shot Quantities	Aerial Shells	Product Description
47	2 ½" Dancing Fireworks Group	<p>Our inventory of 2 ½" aerial shells is unprecedented in terms of assortment diversity and quality. Brilliant colors and large break patterns allow us to showcase our unique product lines and thrill your audiences with an array of effects and shapes that only Melrose can provide.</p>
52	2 ½" Glorious Entertainment Production	
45	2 ½" Icon Pyrotechnics International	
39	2 ½" Lidu Fireworks Corporation Ltd.	
57	2 ½" Riccardo Caballer	
41	2 ½" Sunny International	
45	2 ½" Vulcan Premier Fireworks	
48	3" Dancing Fireworks Group	<p>This selection of assorted 3" shells will fill the night sky with color and sound. Laying the foundation of your display in the canvas of the dark, our diverse collection of colors and break patterns look great alone or when used as complimentary devices in combination with effects such as candles and multi-shot boxes.</p>
57	3" Glorious Entertainment Production	
62	3" Icon Pyrotechnics International	
51	3" Lidu Fireworks Corporation Ltd.	
42	3" Riccardo Caballer	
58	3" Sunny International	
43	3" Vulcan Premier Fireworks	
23	4" Dancing Fireworks Group	
17	4" Glorious Entertainment Production	<p>Our catalog of 4" shells is second to none in terms of both quality and diversity. Whether we are enhancing a scene of low level effects or designing a central theme to your display with them, our 4" shells are the layers of paint on top of the canvas foundation. Unique to this size are crossettes and specialty Euro-style cylinders.</p>
19	4" Icon Pyrotechnics International	
21	4" Lidu Fireworks Corporation Ltd.	
17	4" Riccardo Caballer	
21	4" Sunny International	
18	4" Vulcan Premier Fireworks	

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

# Program

## Main Body

Shot Quantities	Aerial Shells	Product Description
23	5" Dancing Fireworks Group	The canvas in the sky now has a foundation and is being painted with color. These 5" shells provide the highlights that complete the picture. Breaking higher in the sky, these shells compliment and contrast the smaller shells with unique patterns, colors, and effects.
19	5" Glorious Entertainment Production	
21	5" Icon Pyrotechnics International	
26	5" Lidu Fireworks Corporation Ltd.	
18	5" Riccardo Caballer	
21	5" Sunny International	
17	5" Vulcan Premier Fireworks	
12	6" Glorious Entertainment Production	Framing the entire display are our 6" aerial shells. Because these shells break so high and wide, they are the perfect tool to outline the rest of the display. Due to their large size, these shells allow for patterns and shapes not possible in smaller shells.
10	6" Lidu Fireworks Corporation Ltd.	
10	6" Riccardo Caballer	
15	6" Sunny International	
12	6" Vulcan Premier Fireworks	

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.



# Program

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## Display Content

The opening song has high impact and sets the mood for the rest of the program. The exact type and style of shells will depend on the music selected. This will allow us to choose the best possible effect that corresponds to the tempo and mood of the music.

There isn't a true opening in a pyromusical display. The beginning of the show is a part of the entire display. Barrages normally refer to low level multi-shot boxes that wouldn't be used in your display, because of the minimum height that your requesting for the aerial shells.

The main body of the display will be 21-23 minutes. The finale will be approximately 2 minutes in length. We'd follow this format over the course of the contract.

The section of our proposal titled Show Design will explain music synchronization.

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.



Village of Orland Park  
July 4, 2016

Shell Summary:

470 – 2 ½” aerial display shells  
621 – 3” aerial display shells  
154 – 4” aerial display shells  
155 – 5” aerial display shells  
67 – 6” aerial display shells

**Melrose Pyrotechnics**

1 Kingsbury Industrial Park  
P.O. Box 302  
Kingsbury, IN 46345

T 219-393-5522 800-771-7976  
F 219-393-5710 800-775-7976

[melroseypro.com](http://melroseypro.com)

# Executive Summary-Personnel and Company Background

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## Lead Personnel

**Rich Brown** - Lead Technician/Licensed Operator

Rich Brown and his crew have shooting the Orland Park display since 2002. Rich has been shooting displays for Melrose for the last twenty six years.

## Company Background

Melrose employs 28 full-time, professional staff and provides fireworks entertainment to more than three hundred and fifty customers over the 4th of July holiday alone.

In addition to the 4th of July season, Melrose Pyrotechnics, Inc. also provides fireworks entertainment to more than thirty professional sports teams. Consisting of both indoor and outdoor programs, the NFL, NBA, NHL, MLB, and MLS have all looked to Melrose to enhance their gameday excitement.

Our company produces in excess of over 1,000 events per year. This requires a professional, passionate, and dedicated team to produce these events in accordance with our high standards.

We stock one of the most diverse fireworks inventories in the country. Seventeen suppliers from four continents provide us a complete catalog of the best pyrotechnic effects in the world. Melrose utilizes the most advanced computer controlled firing systems, employs only professional crews, and has great experience in producing multimedia shows.

Through four generations of compounded knowledge, we have been in business for more than 50 years, and are extremely confident in our ability to provide the most organized, safe, creative and spectacular pyrotechnic services possible.

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

**INSURANCE REQUIREMENTS**

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit  
\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$4,000,000 – Each Occurrence \$4,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees 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.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. 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. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 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 selected proposer.

ACCEPTED & AGREED THIS 14th DAY OF January, 2016

Wynn Craven

Signature

Wynn Craven Event Producer  
Printed Name & Title

Authorized to execute agreements for:

Melrose Pyrotechnics, Inc.

Name of Company





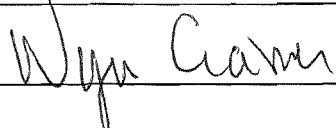
## REFERENCES

ORGANIZATION Village of South Holland  
ADDRESS 16226 Wausau Ave.  
CITY, STATE, ZIP South Holland, IL 60473  
PHONE NUMBER 708-210-2906  
CONTACT PERSON Ms. Pat Mahon - Deputy Village Administrator  
DATE OF PROJECT July 4th

ORGANIZATION Lemont Park District  
ADDRESS 16028 - 127th St.  
CITY, STATE, ZIP Lemont, IL 60439  
PHONE NUMBER 630-257-5787  
CONTACT PERSON Ryan Jastrzab - Deputy Director  
DATE OF PROJECT July 3rd

ORGANIZATION Village of Rosemont  
ADDRESS 9501 W. Devon Ave, Ste 200  
CITY, STATE, ZIP Rosemont, IL 60018  
PHONE NUMBER cell 847-815-5496  
CONTACT PERSON Rick Weigand  
DATE OF PROJECT Multiple dates from Memorial Day to Labor Day

Proposer's Name & Title: Wynn Cramer - Event Producer

Signature and Date:  1/14/16

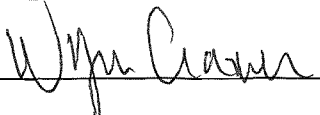
## REFERENCES

ORGANIZATION Village of Orland Park  
ADDRESS 14700 S. Ravinia Ave  
CITY, STATE, ZIP Orland Park, IL 60462  
PHONE NUMBER 708-403-6276  
CONTACT PERSON Ms. Nancy Flores  
DATE OF PROJECT July 4th

ORGANIZATION Leyden Township  
ADDRESS 2501 N. Manheim Rd  
CITY, STATE, ZIP Franklin Park, IL 60131  
PHONE NUMBER 847-455-5107  
CONTACT PERSON Greg Ignoffo  
DATE OF PROJECT July 2nd or 3rd

ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
DATE OF PROJECT \_\_\_\_\_

Proposer's Name & Title: Wynn Cramer -- Event Producer

Signature and Date:  1/14/16

## II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

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### PROPOSAL SUMMARY SHEET

#### RFP # 16-002 – July 4th Pyro-Musical Firework Production

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Melrose Pyrotechnics, Inc.

Street Address: 1 Kingsbury Industrial Park - PO Box 302

City, State, Zip: Kingsbury, IN 46345

Contact Name: Wynn Cramer

Phone: (219) 393-5522 Fax: (219) 393-5710

E-Mail address: wynn@melrosepyro.com

Signature of Authorized Signee: 

Title: Event Producer

Date: 1/14/16

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

## AFFIDAVIT OF COMPLIANCE

Proposers shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposer is not responsible.

---

The undersigned Wynn Cramer, as Event Producer  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of Melrose Pyrotechnics, Inc., 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. #: 35-1819463  
(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 November 1990  
(State of Incorporation) (Date of Incorporation)

**2) 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.

**3) 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."

**4) 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.

5) **TAX CERTIFICATION:**    Yes []    No [  ]

Proposer is not delinquent 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.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, 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 Affidavit 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:**

Wynn Cramer  
Signature of Authorized Officer

Wynn Cramer  
Name of Authorized Officer

Event Producer  
Title

1/14/16  
Date

Subscribed and Sworn To  
Before Me This 14<sup>th</sup> Day  
of January, 2016.

Wanda M Schoof  
Notary Public Signature

**NOTARY SEAL**



**STATE OF ILLINOIS**  
**OFFICE OF THE STATE FIRE MARSHAL**  
**DIVISION OF FIRE PREVENTION**



1035 Stevenson Drive • Springfield, IL 62703-4259

***Pyrotechnic Distributor License***

Melrose Pyrotechnics, Inc.  
P.O. Box 302  
Kingsbury, IN 46345

**IL06-OPF-00030**

**License #**

*Lawrence T. Matkaitis*

**Lawrence T. Matkaitis**  
**STATE FIRE MARSHAL**

**02/15/2018**

**EXPIRATION DATE**

**OPF**

**CLASSIFICATION**

This license may be revoked by  
the Office of the State Fire Marshal  
for failure to comply with the lawful  
rules regulating this program.



Illinois Office of the State Fire Marshal  
Division of Fire Prevention  
**THIS IS TO CERTIFY THAT**

**Rich S Brown**

**Pyrotechnic Operator License**

Has completed all the requirements under the  
Pyrotechnic Distributor and Operator Act 225  
ILCS 227 and is employed by

**Melrose Pyrotechnics, Inc.**

  
Matt Perez  
STATE FIRE MARSHAL

**License #**

**IL06-O-00030-00150**

**Expires: 07/15/2018**





# CERTIFICATE OF ENROLLMENT

**Drug-Free Workplace Program**  
**DEPARTMENT OF TRANSPORTATION**

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**MELROSE PYROTECHNICS, INC.**

PO Box 302  
Kingsbury, IN 46345

Established with Figment Group, Inc. 01/13/2005

Valid through 01/12/2017\*

\* See Back of Certificate for Details

**FIGMENT**groupINC.

416 Perry Street, LaPorte, IN 46350

*Margaret Wellnitz*

CEO/President