CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0680 **Innoprise Contract #:** C13-0003

Year: 2013-15 **Amount:** $23,000.00

Department: Recreation - Nancy Flores

Contract Type: Services

Contractors Name: Melrose Pyrotechnics

Contract Description: 4th of July Firework Displays 2013, 2014 & 2015

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

www.orland-park.il.us

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

January 14, 2013

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

RE: ***NOTICE TO PROCEED - July 4th Pyrotechnical Services 2013-2015***

Dear Mr. Cramer:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of January 3, 2013. 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 faxed 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. 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 December 20, 2012 in an amount not to exceed Twenty Three Thousand and No/100 ($23,000.00) 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
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

December 20, 2012

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

NOTICE OF AWARD – July 4th Pyrotechnical Services 2013-2015

Dear Mr. Cramer:

This notification is to inform you that on December 17, 2012, the Village of Orland Park Board of Trustees approved awarding Melrose Pyrotechnics, Inc. the contract in accordance with the proposal you submitted dated October 3, 2012, for July 4th Pyrotechnical Services 2013-2015 for an amount not to exceed Twenty-Three Thousand and No/100 ($23,000.00) 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 January 9, 2013.

1. Enclosed is the Contract for July 4th Pyrotechnical Services 2013-2015. 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.

2. Please sign the attached certifications and return one copy with the signed contracts.

3. 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 certifications 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@orland-park.il.us.

Sincerely,

Contract Administrator

cc: Nancy Flores

VILLAGE OF ORLAND PARK
Pyrotechnical Services 2013-2015
(Contract for Services)

This Contract is made this **20th day of December, 2012** 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
The Instructions to Proposers
This Contract
The Terms and Conditions
The Proposal dated October 3, 2012 to the extent it does not conflict with this contract
All Certifications required by the Village
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 4th, 2013, July 4, 2014 and July 4, 2015. The show shall be approximately 18 minutes in length. Per the proposal, a bonus of five (5%) percent per year will be added to the third year display in 2015, making the display a $25,300.00 show for a cost of $23,000.00

(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-Three Thousand and No/100 ($23,000.00) 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, 2013, July 4th, 2014 and July 4th, 2015. 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 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 and provide those licenses to the VILLAGE prior to commencement of the WORK.

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:	To the CONTRACTOR:
Denise Domalewski, Contract Administrator	Wynn Cramer, Event Producer
Village of Orland Park	Melrose Pyrotechnics, Inc.
14700 South Ravinia Avenue	P.O. Box 302
Orland Park, Illinois 60462	Kingsbury, Indiana 46345
Telephone: 708-403-6173	Telephone: 800-771-7976
Facsimile: 708-403-9212	Facsimile: 800-775-7976
e-mail: ddomalewski@orland-park.il.us	e-mail: 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: Village Manager

Date: 1/4/13

FOR: THE CONTRACTOR

By: Wynn Cramer

Print Name: Wynn Cramer

Its: Event Producer

Date: 12/20/2012

MELROSE PYROTECHNICS, INC.

AGREEMENT

This contract entered into this **3rd** Day of **October** AD **2012** by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and **Village of Orland Park** (Customer) of City **Orland Park** State **Illinois**.

WITNESSETH: MELROSE PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER **one (1)** Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of **July 4, 2013; July 4, 2014; July 4, 2015** Customer Initial _____, weather permitting, it being understood that 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. Customer shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of MELROSE PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, MELROSE PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to MELROSE PYROTECHNICS, INC. on demand, all MELROSE PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses and employee charges. **5% PRODUCT BONUS FROM EACH OF THE FIRST TWO YEARS ADDED TO THE THIRD YEAR AT NO ADDITIONAL CHARGE.**

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of **Twenty-Three Thousand Dollars 00/100 ($23,000.00) PER DISPLAY DATE**. A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance.

Customer will provide the following items:

(a) Sufficient area for the display, including a minimum spectator set back of **700** feet at all points from the discharge area.
(b) Protection of the display area by roping-off or similar facility.
(c) Adequate police protection to prevent spectators from entering display area.
(d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by MELROSE PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties 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.

MELROSE PYROTECHNICS, INC.

By: Wynn Cramer

Date Signed: October 3, 2012

Wynn Cramer, Event Producer
1 Kingsbury Industrial Park, P.O. Box 302
Kingsbury, Indiana 46345
(800) 771-7976
Email: wynn@melrosepyro.com

CUSTOMER

By: _____
Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed: 11/4/13

(PLEASE TYPE OR PRINT)

Name: Paul G. Grimes

Address: Village Manager

Phone: _____

Email: _____

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

__x__ Corporation: State of incorporation: Indiana
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Melrose Pyrotechnics, Inc. (Corporate Seal)
Business Name

_____ Michael Cartolano
Signature Print or type name

President 12/20/2012
Title Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, Michael Cartolano, being first duly sworn certify

and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Melrose Pyrotechnics, Inc., the Prime Contractor submitting this proposal, and that the Prime Contractor 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.

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 20 Day
of December, 2012

Notary Public -10-15-2015

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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) and the Commission (Human Rights 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."

Wynn Cramer, having submitted a proposal for
Melrose Pyrotechnics, Inc. (Name of Contractor) for
Pyro-Musical Fireworks Product (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Wynn Cramer
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 20 Day
of December, 2012

Notary Public -10-15-2015

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in 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.

D. That it will 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.

E. That it will 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.

F. That it will 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.

G. That it will 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 Vendor 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 Vendor 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.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: Wynn Cramer

DATE: 12/20/2012

Subscribed and Sworn To
Before Me This 20 Day
of December, 2012

Kristy Kuminski
Notary Public -10-15-2015

TAX CERTIFICATION

I, Robert Kerns, having been first duly sworn depose and

state as follows:

I, Robert Kerns, am the duly authorized

agent for Melrose Pyrotechnics, Inc., which has

submitted a proposal to the Village of Orland Park for

Pyro-Musical Fireworks Production and I hereby certify
(Name of Project)

that Melrose Pyrotechnics, Inc. 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.

By: _____

Title: Director of Operations

Subscribed and Sworn To
Before Me This 20 Day
of December, 2012

Notary Public 10-15-2015

INSURANCE REQUIREMENTS

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 (Occurrenee 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 bidder 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 bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 20 DAY OF December , 2012

Wynn Cramer
Signature

Wynn Cramer, Event Producer
Printed Name & Title

Authorized to execute agreements for:
Melrose Pyrotechnics, Inc.
Name of Company

Melrose
PYROTECHNICS

October 3, 2012

Nancy Flores
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

RE: Proposal/Contract for July 4, 2013-2015 Fireworks Display

Dear Nancy,

Thank you for your continued support!

Please find enclosed our proposal and three year contract for your July 4, 2013-2015 fireworks displays. I have also included a self-addressed stamped envelope for you convenience in returning the signed contract. Like the previous three year contract, a bonus of 5% per year would be added to the third display in 2015.

Like always, I look forward to working with you and should you have any questions or concerns, please feel free to contact me.

Sincerely,

Wynn Cramer

Wynn Cramer
Event Producer

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

melrosepyro.com

Proposal Specification

Your Melrose Contact: Wynn Cramer

Event Name	Village of Orland Park
Event Date	July 4, 2013-2015
Client Contact Person	Nancy Flores
Type of Show	Pyromusical Fireworks Display - Computer Choreographed
Length of Show	18 Minutes
Type of Pyrotechnic Effects	Low Level Pyrotechnic Effects to 6" Aerial Shells
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	$23,000.00

©2011 Melrose Pyrotechnics, Inc.®

"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

Red Peonies with Silver Tails

Blue Peonies with Silver Tails

Silver Peonies with Silver Tails

Golden Glittering Chrysanthemums with Red Pistils

Golden Glittering Chrysanthemums with Green Pistils

Golden Glittering Chrysanthemums with Yellow 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.

©2011 Melrose Pyrotechnics, Inc.®

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

Silver Lace Stickless Rocket Comets

Thunder to Colored Stars Report Shells

Dark Thunder Salutes

Double Layer Peony Shells with Flashing Cores

Assorted Color Peonies with Silver Tails

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

Saturns of Red, Green and Purple with Kamuro Rings

Five Pointed Lone Star with Encircling Strobe Ring

Gold Brocades to Red Strobing Octopus

Six Color Changing Peony Ghost Shell

Euro Style Candle Glitter Comet with Red Comet Tip

Patriotic Palms in Red, Silver and Blue

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

©2011 Melrose Pyrotechnics, Inc.®

Mulit-Shots

Design Components	Product Description
Yellow Peonies with Silver Tails	Yellow-Colored Peonies over Silver Tails
Golden Crackling Chrysanthemums	Golden chrysanthemum breaks
Green-Color Palm with Green-Color Tails	Green-colored palm tree leaves over green-color tails
Silver Swirling with Silver Report	Silver tails erupting into thunderous noise
Gold Glittering Rising Comets	Fan-shaped gold-color with glittering tail

©2011 Melrose Pyrotechnics, Inc.®

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