

GEORGE FLAGGS, JR.
MAYOR



WILLIS T. THOMPSON
ALDERMAN

MICHAEL A. MAYFIELD, SR.
ALDERMAN

City of Vicksburg

1401 WALNUT STREET • VICKSBURG, MS 39181 • (601) 636-3411

G.F. _____
M.M. _____
W.T. _____

APR 05 2017

April 10, 2017

Board of Mayor and Aldermen
City of Vicksburg
Vicksburg, Mississippi 39181-0150

Gentlemen:

Attached is the completion of the application with Zambelli Fireworks for the annual 4th of July Fireworks show.

The purpose of this request is for the insurance and communication information.

I respectfully request that the Mayor and Aldermen of the City of Vicksburg authorize the Mayor to sign the form for the information.

Sincerely,

A handwritten signature in cursive script that reads "Ann Grimshel".

Ann Grimshel
Purchasing Director

Attachment

Incorporated 1825

City Website: <http://www.vicksburg.org>



March 31, 2017

City of Vicksburg
Attn: Ann Grimshel
P.O. Box 150
Vicksburg, MS 39181

Dear Ann:

I am very pleased to enclose our paperwork for the July 4, 2017 fireworks entertainment. Please find enclosed two Zambelli sales agreements; each with my original signature. One invoice which also includes the product listing and our standard forms that we ask you to complete and return so we have adequate information on your display.

As soon as we receive the signed contract and completed forms along with the deposit we can get started on the details of your display.

We are looking forward to safe and exciting fireworks entertainment presentation. Please let me know of any questions.

Sincerely,



Robert J. Turco
Project Manager

RJT/br

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

20 South Mercer Street
New Castle, PA 16101
1.800.245.0397
Fax #724.658.8318

Walkersville, MD
Denver, CO

Cincinnati, OH
Pequot Lakes, MN

ZAMBELLI
F I R E W O R K S
Manufacturing Company
20 South Mercer Street New Castle, PA 16101
www.zambellifireworks.com

I N V O I C E

March 31, 2017

SOLD TO: The Mayor and Alderman of the City of Vicksburg
Vicksburg, MS

SHOW DATE	DESCRIPTION	TOTAL PRICE
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July 4, 2017

One Display of Fireworks

\$33,000.00

PRODUCT LISTING

Body of Show

Qty

3" shells	180
4" shells	150
5" shells	120
6" shells	100

Finale

2 ½" shells	100
3" shells	250
4" shells	108
5" shells	50
6" shells	20

Multi-shot Cakes

36-shot Various Colors and Effects (4 sets of 3 types or 3 sets of 4 types)	12
49-shot Various Colors and Effects (4 sets of 3 types or 3 sets of 4 types)	12
100-shot Various Colors and Effects (4 sets of 3 types or 3 sets of 4 types)	12

50% Deposit Payment Due

Please note we now use our physical
address:

Zambelli Fireworks
20 South Mercer Street
New Castle, PA 16101

The PO Box is no longer in use.

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this _____ day of _____, 20____, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

The Mayor and Aldermen of the City of Vicksburg of Vicksburg, MS (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein] (hereinafter referred to as the "Postponement Date"), which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 4, 2017

Postponement Date: July 5, 2017

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$33,000.00** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due within three (3) days following the Display Date. Zambelli acknowledges that Purchaser is a government entity and cannot pay deposits; however Client can pay for services rendered and is willing to pay fifty percent (50%) prior to the display date upon receipt of a proper invoice and said services can be substantiated, with the balance due within 3 days following the display date. This would include purchasing the fireworks, said fireworks would become Client's product but Zambelli will properly store and maintain insurance on said product for the benefit of Client. In addition, Client agrees to pay the actual costs of postponement not to exceed fifteen percent (15%) of the Purchase Price if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th, 2015 through July 7th, 2015. Zambelli agrees to provide documentation of postponement costs for any costs charged to Client due to the display being fired on the postponement date. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 10 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (30) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area

as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.

- (b) Client must secure and deliver to Zambelli no later than 30 days prior to the Display Date all permits necessary for the Display, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Zambelli will assist Client when appropriate in completing permit applications.

- 6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
- 7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
- 8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
- 9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

- 10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be fired on an Alternate Date within 6 months of the original display date as determined by the Client.
- 11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) days to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below, the total not to exceed the contract price.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
- 12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
- 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.


14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the State of Mississippi and shall be construed in accordance with the laws of the State of Mississippi, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Mississippi and the Federal District Court for Warren County, State of Mississippi to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
18. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
19. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
20. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
21. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to Walter Osborne, City Clerk, P O Box 150, Vicksburg, MS 39181.
22. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
23. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR : The Mayor and Aldermen of the City of Vicksburg

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY  3/31/17
date

Printed name

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

20 South Mercer Street

New Castle, PA 16101

724-658-6611

800-245-0397

FAX 724-658-8318

ZAMBELLI

F I R E W O R K S Manufacturing Company

www.zambellifireworks.com

COMMUNICATION SHEET

Communication Sheet must be completed in its entirety and returned.
Do NOT complete items with "Same as Last Year" or Already on File:
A Zambelli representative will contact one of the following
for further instructions.

ZAMBELLI FIREWORKS MANUFACTURING COMPANY
20 South Mercer Street
New Castle, PA 16101
724.658.6611 or 800.245.0397

Customer Information	Show Information
Customer Name: <u>City of Vicksburg</u>	Show Date: <u>07/04/17</u>
Address: <u>1401 Walnut St</u>	Rain Date: <u>07/05/17</u>
City: <u>Vicksburg</u>	Time of Show: <u>9:00 pm</u>
State: <u>MS</u> Zip: <u>39180</u>	Duration of Show: <u>9:00 pm - 10:00 pm</u>
Firing Site Location	Storage Site Location
Description <u>Barge on River</u>	Description <u>On Barge</u>
Site Contact Name <u>Joe Graves</u>	Site Contact Name <u>houie Miller</u>
Phone Number <u>(601) 831-8050</u>	Phone Number <u>(601) 636-3255</u>
Address <u>PO Box 150</u>	Address <u>4111 Washington St</u>
City <u>Vicksburg</u>	City <u>Vicksburg</u>
State <u>MS</u> Zip <u>39181</u>	State <u>MS</u> Zip <u>39180</u>
Contact Person	Alternate Contact #1
Name <u>Joe Graves</u>	Name <u>Sue Bagby</u>
Address <u>1401 Walnut St</u>	Address <u>1600 Mulberry St</u>
City <u>Vicksburg</u>	City <u>Vicksburg</u>
State <u>MS</u> Zip <u>39180</u>	State <u>MS</u> Zip <u>39180</u>
Home Number <u>(601) 636-8219</u>	Home Number <u>(601) 636-8074</u>
Fax Number <u>(601) 631-3762</u>	Fax Number <u>(601) 630-2910</u>
Office Number <u>(601) 634-4514</u>	Office Number <u>(601) 630-2929</u>
Cell Number <u>(601) 831-8050</u>	Cell Number <u>(601) 301-0688</u>
E-mail <u>jgraves@vicksburg.org</u>	E-mail <u>sueb@vicksburg.org</u>
Alternate Contact #2	Alternate Contact #3
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____

Suggested Routing from New Castle::

ZAMBELLI

FIREWORKS

Manufacturing Company
www.zambellifireworks.com

INSURANCE REQUISITION FORM

CUSTOMERNAME: City of Vicksburg
ADDRESS: 1401 Walnut St. Vicksburg, Ms 39180
DISPLAY DATE: July 04, 2017 TIME: 9:00pm
DISPLAY LOCATION: Waterfront
NAMES OF ADDITIONAL INSURED: (Please include all sponsors): _____

NAME OF PROPERTY OWNER OR DISPLAY SITE: Mississippi River - Mile 437

CERTIFICATE TO BE ISSUED TO: City of Vicksburg
TITLE: Mayer & Alderman PHONE: (601) 619-7888
ADDRESS: PO Box 150
CITY: Vicksburg
STATE: Ms ZIP: 39181

THIS FORM MUST BE RETURNED WITH YOUR SIGNED CONTRACT IN ORDER FOR THE INSURANCE CERTIFICATE TO BE PROCESSED. OUR INSURANCE COMPANY REQUIRES THAT WE HAVE THIS FORM IN ADDITION TO THE SIGNED CONTRACT PRIOR TO THE CERTIFICATE BEING ISSUED.

THE INSURANCE COMPANY ALSO REQUIRES THAT A DIAGRAM OF THE DISPLAY SITE AND A DESCRIPTION OF THE SURROUNDING PROPERTIES BE SUBMITTED BEFORE THE SHOW. PLEASE ATTACH THE DIAGRAM TO THIS FORM. IF YOU HAVE ANY QUESTIONS. PLEASE CONTACT THE INSURANCE AND LOSS PREVENTION DEPARTMENT AT 1-800-245-0397.

ZAMBELLI

F I R E W O R K S

Manufacturing Company
www.zambellifireworks.com

REQUIRED DIAGRAM AND FIRING SITE INFORMATION

Dear Customer:

Our goal is to provide you with the **BEST** possible display for your event dollar under the safest conditions. **IT IS OF THE UTMOST IMPORTANCE THAT YOU SUPPLY US WITH A DIAGRAM OR MAP OF THE DISPLAY AREA.** The map/diagram should show distances from the firing site to spectators, parking areas, buildings etc.

Please use the following checklist to assist you in submitting your map/diagram. If an item is not applicable to your situation, please insert N/A.

The BEST results can only be achieved with preparation and planning, therefore it is a prerequisite that we receive this information to plan your show.

Distances (in feet) from the firing site to the following:

- | | |
|--|------------------|
| 1) Spectators/Audience/Viewing Area | <u>1000</u> Feet |
| 2) Parking Areas | <u>1000</u> Feet |
| 3) Occupied Buildings: (Residents) | <u>2000</u> Feet |
| 4) Public Buildings: (Schools, Churches, Hospitals
Correctional Facilities, Etc.) | <u>2900</u> Feet |
| 5) Fuel Pumps/Storage, Explosive/Toxic Material Storage
(Gasoline Stations, Refineries, Etc.) | <u>7000</u> Feet |
| 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, Etc.) | <u>1000</u> Feet |
| 7) Highways, Roads, Streets, Etc. | <u>1000</u> Feet |
| 8) Overhead Obstructions: (Power Lines, Lighting, Etc.) | <u>1000</u> Feet |
| 9) Active Railroads | <u>1000</u> Feet |

Signature

Title

Date

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!