



January 20, 2022

Zambelli Fireworks Manufacturing Co.
120 Marshall Drive, Warrendale, PA 15086

Re: Letter of Agreement for 2022 Fourth of July Event

Dear Mr. Hagan:

This letter shall be our Agreement regarding the July 1, 2022 Fireworks Display described below (“Services”) to be provided by Zambelli Fireworks Manufacturing Co., a corporation, (“Contractor”) as an independent contractor to the City of Coachella for the City’s 2022 Fourth of July Event (“Project”).

The Services to be provided include the following: fifteen/twenty minute fireworks display on July 1, 2022 at Bagdouma Park. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall not exceed Forty Three Thousand Dollars and No Cents (\$43,000.00).

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees which meets all requirements of state law.

An Affirmative Action/Equal Opportunity Employer

Invoices shall be submitted to the City as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall be completed on July 1, 2022. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

CITY OF COACHELLA

CONTRACTOR

Approved by:

Reviewed and Accepted by Contractor:

Dr. Gabriel D. M
City Manager

Signature

Name

Title

Date

EXHIBIT 'A'

Zambelli

FIREWORKS

City of Coachella Independence Day 2022 15 Minute Fireworks Celebration



Zambelli Fireworks

John Hagan

800-322-7142

502-220-7944

jhagan@zambellifireworks.com

Shafter, CA

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

City of Coachella Bagdouma Park 2022 July Fireworks Celebration

Show Date Options: Friday July 1, Saturday July 2, Sunday July 3, Monday July 4

Show Budget: 15 minute display (an all-inclusive show budget).

\$35,000 If fully executed agreement received by January 31 2022.

\$36,000 If fully executed agreement received by February 28 2022.

\$36,500 If fully executed agreement received by March 31 2022.

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

State, Local and Federal Permits: Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California

Site Security and Fire Protection: Customer will assist in providing site security and make arrangements with the Authorities Having Jurisdiction.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Zambelli

FIREWORKS

2022 CITY OF COACHELLA JULY FIREWORKS

SYNOPSIS FOR A FIFTEEN MINUTE DISPLAY

| DEVICE DESCRIPTION | QUANTITY |
|--------------------|----------|
|--------------------|----------|

ZAMBELLI MULTI SHOT DEVICES (CAKES)

QUANTITY TWO EACH:

| | |
|-----------------------------------------------------------|----|
| 35 Shot Rainbow Dahlias w/Assorted Colored Tails | 70 |
| 35 Shot Variegated Moons w/Titanium Reports and Tail | 70 |
| 35 Shot Gold Brocade Waterfalls w/Gold Tails | 70 |
| 35 Shot Green and Purple Moon Fan Box w/Green Tail | 70 |
| 35 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box | 70 |

QUANTITY FOUR EACH:

| | |
|------------------------------------------------------------------|-----|
| 36 Shot Super Brocade w/Gold Tails Fan Box | 144 |
| 36 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box | 144 |
| 36 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box | 144 |
| 36 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box | 144 |
| 36 Shot Gold Brocade Waterfalls w/Gold Tails Fan Box | 144 |

QUANTITY FOUR EACH:

| | |
|------------------------------------------------------------|-----|
| 100 Shot Variegated Chrysanthemum w/Palm and Silver Tails | 400 |
| 100 Shot Red Crackling and Green Glittering w/Purple Mines | 400 |
| 100 Shot Silver Crackling Flowers w/Silver Tails | 400 |
| 100 Shot Brocade Crown w/Brocade Tail | 400 |
| 100 Shot Silver Bees | 400 |

QUANTITY SIX EACH:

| | |
|-------------------------------------------------------|-------------|
| 400 Shot V -Shaped Special Effect Multi Shot Repeater | 2400 |
| 408 Shot Z -Shaped Special Effect Multi Shot Repeater | 2448 |
| TOTAL NUMBER OF MULTI EFFECT SHOTS | 7918 |

TWO AND A HALF INCH DIAMETER SHELLS

| | |
|---------------------------------------------------------------|-------------|
| Two and Half Inch Zambelli Specialty Shells | 150 |
| Two and Half Inch Palm Shells | 150 |
| Two and Half Inch Tourbillion Shells | 150 |
| Two and Half Inch Dahlia Shells | 150 |
| Two and Half Inch Chrysanthemum Shells | 150 |
| Two and Half Inch Serpent Effect Shells | 150 |
| Two and Half Inch Multi-Effect Shells | 150 |
| Two and Half inch Zambelli Salute Shells | 150 |
| TOTAL NUMBER OF TWO AND HALF INCH DIAMETER SHELLS BODY | 1200 |

ZAMBELLI GRAND FINALE

| | |
|--------------------------------------------------------|------------|
| Two and Half Inch Assorted Color Finale Display Shells | 100 |
| Two and Half Inch Titanium Salute Report Shells | 200 |
| Two and Half Inch Assorted Color Finale Display Shells | 100 |
| TOTAL NUMBER OF GRAND FINALE SHELLS | 400 |

TOTAL NUMBER OF SHOTS/ SHELLS IN THE DISPLAY 9518

Zambelli

FIREWORKS

City of Coachella Independence Day 2022 20 Minute Fireworks Celebration



Zambelli Fireworks

John Hagan

800-322-7142

502-220-7944

jhagan@zambellifireworks.com

Shafter, CA

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

City of Coachella Bagdouma Park 2022 July Fireworks Celebration

Show Date Options: Friday July 1, Saturday July 2, Sunday July 3, Monday July 4

Show Budget: 20 minute display (an all-inclusive show budget).

\$43,000 If fully executed agreement received by January 31 2022.

\$44,000 If fully executed agreement received by February 28 2022.

\$44,500 If fully executed agreement received by March 31 2022.

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

State, Local and Federal Permits: Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California

Site Security and Fire Protection: Customer will assist in providing site security and make arrangements with the Authorities Having Jurisdiction.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Zambelli

FIREWORKS

2022 CITY OF COACHELLA JULY FIREWORKS

SYNOPSIS FOR A TWENTY MINUTE DISPLAY

| ===== | ===== |
|--------------------|----------|
| DEVICE DESCRIPTION | QUANTITY |
| ===== | ===== |

ZAMBELLI MULTI SHOT DEVICES (CAKES)

QUANTITY TWO EACH:

| | |
|-----------------------------------------------------------|----|
| 35 Shot Rainbow Dahlias w/Assorted Colored Tails | 70 |
| 35 Shot Variegated Moons w/Titanium Reports and Tail | 70 |
| 35 Shot Gold Brocade Waterfalls w/Gold Tails | 70 |
| 35 Shot Green and Purple Moon Fan Box w/Green Tail | 70 |
| 35 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box | 70 |
| 35 Shot Colorful Pears w/Reports | 70 |
| 35 Shot Screaming Silver Dervish | 70 |

QUANTITY FOUR EACH:

| | |
|------------------------------------------------------------------|-----|
| 36 Shot Super Brocade w/Gold Tails Fan Box | 144 |
| 36 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box | 144 |
| 36 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box | 144 |
| 36 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box | 144 |
| 36 Shot Gold Brocade Waterfalls w/Gold Tails Fan Box | 144 |
| 36 Shot Falling Leaves to Cracking Willow | 144 |
| 36 Shot Crackling Coconut Palm with Color Pistil | 144 |

QUANTITY FOUR EACH:

| | |
|------------------------------------------------------------|-----|
| 100 Shot Variegated Chrysanthemum w/Palm and Silver Tails | 400 |
| 100 Shot Red Crackling and Green Glittering w/Purple Mines | 400 |
| 100 Shot Silver Crackling Flowers w/Silver Tails | 400 |
| 100 Shot Brocade Crown w/Brocade Tail | 400 |
| 100 Shot Silver Bees | 400 |
| 100 Shot Variegated Chrysanthemum w/Palm and Silver Tails | 400 |
| 100 Shot Red Crackling and Green Glittering w/Purple Mines | 400 |

QUANTITY TEN EACH:

| | |
|-------------------------------------------------------|------|
| 400 Shot V -Shaped Special Effect Multi Shot Repeater | 4000 |
| 408 Shot Z -Shaped Special Effect Multi Shot Repeater | 4080 |

TOTAL NUMBER OF MULTI EFFECT SHOTS 12,378

TWO AND A HALF INCH DIAMETER SHELLS

| | |
|---------------------------------------------|-----|
| Two and Half Inch Zambelli Specialty Shells | 200 |
| Two and Half Inch Palm Shells | 200 |
| Two and Half Inch Tourbillion Shells | 200 |
| Two and Half Inch Dahlia Shells | 200 |
| Two and Half Inch Chrysanthemum Shells | 200 |
| Two and Half Inch Serpent Effect Shells | 200 |
| Two and Half Inch Multi-Effect Shells | 200 |
| Two and Half Inch Zambelli Salute Shells | 200 |

TOTAL NUMBER OF TWO AND HALF INCH DIAMETER SHELLS BODY **1600**

ZAMBELLI GRAND FINALE

| | |
|------------------------------------------------------------|------------|
| Two and Half Inch Assorted Color Finale Display Shells | 200 |
| Two and Half Inch Titanium Salute Report Shells | 200 |
| Two and Half Inch Zambelli Specialty Finale Display Shells | 100 |
| TOTAL NUMBER OF GRAND FINALE SHELLS | 500 |

TOTAL NUMBER OF SHOTS/ SHELLS IN THE DISPLAY

14,478

Zambelli

FIREWORKS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------|
| PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814 | CONTACT NAME: Michelle Kugler | |
| | PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5695 E-MAIL ADDRESS: mkugler@alliedspecialty.com | |
| INSURED ZAMBELLI FIREWORKS MFG CO, INC., ETAL 120 Marshall Drive, Warrendale, PA 15086 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: T.H.E. Insurance Company | 12866 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------------------------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CPP0103167-05 | 02/01/2018 | 02/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CPP0103167-05 | 02/01/2018 | 02/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | ELP0011081-05 Excess P & I Included | 02/01/2018 | 02/01/2019 | EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | Coverage is afforded in the State(s) of: | | | PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Inland Marine / Hull | | | CPP0103167-05 | 02/01/2018 | 02/01/2019 | Hull Limit \$900,000 Show Limit \$1,500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Display Date: Rain Date: Location:
RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

CERTIFICATE HOLDER CANCELLATION

| | |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Carol A. Serra</i> |