

Public Safety  
2-17-14

077

Bartolotta Fireworks Company, Inc  
PO Box 5  
Genesee Depot, WI 53127  
Phone: (262) 968-4178  
Fax: (262) 968-2254

Sponsor:  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

Date: 1/30/14

### CONTRACT

This contract entered into this 30<sup>th</sup> day of January 2014, engages the services of Bartolotta Fireworks Company, Inc., (hereinafter referred to as "Bartolotta") to produce and perform a pyrotechnic display under the following terms:

1. Bartolotta reserves the right to make substitutions as to the amount, size and description of fireworks as called for in this Contract as reasonably necessary to address health and safety concerns.
2. Bartolotta shall provide qualified pyrotechnicians who will deliver, set-up, execute and take down the pyrotechnic display. The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded fireworks. The extent of such search shall be reasonably dictated by such elements as prevailing weather conditions, time of completion of display, etc.
3. Bartolotta shall provide Liability Insurance in the amount of \$5,000,000.00, naming the Sponsor as an additional name insured. Further, Bartolotta shall provide Workman's Compensation insurance on the assigned pyrotechnicians, and all necessary USDOT transportation/ trucking insurance of the shipment of the display items.
4. **The cost of the display shall be \$3000.00.** At the time of signing of this Contract, Sponsor shall pay a **deposit in the amount of \$1500.00.** The remaining balance shall be paid within 15 days following completion of the display. **A 2.5% Hazardous Material Handling fee will added to the invoice (based on the display cost) along with any permit fees paid by Bartolotta.** A late fee of 1.5% per month shall apply to any unpaid balance remaining beyond this 15-day period, and should there be additional display yet to be performed by Bartolotta, Bartolotta shall have the right to terminate this contract with no further obligation for Bartolotta to perform any remaining displays.
5. The date of the display shall be **March 14<sup>th</sup>, 2014 @**                      **pm.** In case of inclement weather, the display will be rescheduled for **(to be determined by sponsor) at no additional charge to the Sponsor.** In the event inclement weather forces the cancellation of the display and the said display is not rescheduled, the Sponsor shall pay the sum of \$1250.00 for labor and restocking charges. The decision of whether to proceed with the display based upon inclement weather or the imminent threat of inclement weather shall be made by Bartolotta and the Sponsor. Bartolotta shall have complete authority to cancel the display if, in the reasonable opinion of Bartolotta, the health, safety, and well being of the pyrotechnicians and/or spectators would be jeopardized by proceeding with the display.
6. Sponsor shall procure and furnish a suitable location for the fireworks display in accordance with NFPA 1123, and shall secure all police, fire, local and state permits, and shall furnish all necessary police, fire and other appropriate protection necessary for proper crowd control, automobile parking, and supervision in clearing the debris after the display.
7. Sponsor explicitly acknowledges that an early morning search of the grounds/ location the morning after the display is of utmost importance. If any unexploded or defective fireworks are found, that were missed during the inspection after the event, the Sponsor shall immediately call Bartolotta and Bartolotta shall send a pyrotechnician to the location to dispose of said materials. The morning after search of the grounds will be conducted by Sponsor. (Bartolotta crew members shall conduct this search when physically possible. If

- distance or other conditions prohibit Bartolotta from conducting the search, Sponsor agrees to conduct said search).
8. Bartolotta agrees to take all steps reasonably necessary to safeguard Sponsor's property and the property of spectators. Should any losses occur which the Sponsor believes are the result of an intentional act or an act of negligence by Bartolotta, the Sponsor shall notify Bartolotta of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and shall provide as much detail as reasonably possible in relation to the nature and extent of the loss.
  9. Bartolotta shall perform all services required hereunder, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond Bartolotta's control.
  10. This Contract shall be constructed by laws of the state of Wisconsin. In the event that any provisions of this agreement are deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.
  11. The Parties shall indemnify and hold one another, their directors, officers, employees, agents and affiliates harmless from and against any and all damages, claims, costs, expenses (including reasonable attorneys fees), and liability related to indemnifying Party's acts, omissions or breach of warranty under this contract.
  12. Sponsor agrees to indemnify and hold harmless Bartolotta for any and all cost and liabilities, which Bartolotta may incur as a result, or arising out of products not supplied by Bartolotta or the actions of individuals other than the pyrotechnicians and other employees of Bartolotta.
  13. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. The waiver of any provisions of this Contract shall not constitute a waiver of any other provisions of this contract.
  14. The party signing this document on behalf of the Sponsor warrant and represents that (s) he is authorized to enter into this agreement on behalf of the Sponsor.

**ADDITIONAL PROVISIONS:**

**BARTOLOTTA FIREWORKS CO. INC:**

**CITY OF MANITOWOC:**

By: Jeffrey A. Bartolotta  
Jeffrey A. Bartolotta

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

Date Signed: 1, 30, 14

Date Signed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

By: James Bartolotta  
James Bartolotta

By: \_\_\_\_\_  
Jennifer Hudon, City Clerk

Date Signed: 1, 30, 14

Date Signed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: P.O. Box 5  
Genesee Depot, WI 53127

Address: 900 Quay Street  
Manitowoc, WI 54220

Phone: 920-686-6950

Email: Heather Sohlden  
hsohlden@manitowoc.org

## Deborah Neuser

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**From:** Heather Sohlden  
**Sent:** Monday, February 03, 2014 11:14 AM  
**To:** Deborah Neuser  
**Cc:** Jennifer Hudon  
**Subject:** St Patrick's Day Fireworks  
**Attachments:** Bartolotta Contract.pdf

Good Morning Deborah,

Could you please put the attached document on the next Council agenda for approval? Thank you. Their Certificate of Insurance renews on 03/01/14 at which time they will forward that document to us as well.

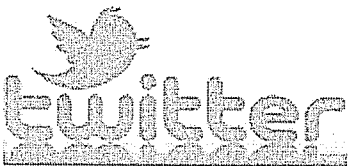
*Heather L. Sohlden*

Confidential Secretary  
City of Manitowoc [www.manitowoc.org](http://www.manitowoc.org)  
Mayor's Office: (920) 686-6980  
Attorney's Office: (920) 686-6990  
Attorney's Fax: (920) 686-6999  
Email: [hsohlden@manitowoc.org](mailto:hsohlden@manitowoc.org)

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