

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on May 8, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Zambelli Fireworks (Contractor).

RECITALS:

A. City desires to employ Contractor to furnish professional services in connection with the event described as July 4th Fireworks Show.

B. Contractor has represented that Contractor has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Contractor agrees to perform the services set forth in **Exhibit A, “Scope of Work”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Proposal”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Proposal”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount specified in **Exhibit A, “Proposal”** attached hereto and made a part hereof. Total compensation shall not exceed \$40,000, unless additional compensation is approved in accordance with Section 2.

B. Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subContractor contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Contractor to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return

the original invoice to Contractor for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Contractor.

C. Payment to the Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5 – STANDARD OF PERFORMANCE

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit – \$10,000,000.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Contractor under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Contractor shall maintain at least \$2,000,000 of professional liability insurance.

D. Excess Limits. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Contractors insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractors insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Contractor or Contractor's subContractors; or automobile owned, leased, hired or borrowed by the Contractor.
2. For any claims related to Contractor's conduct while performing the work of this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Contractor's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Contractor shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Contractor, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Contractor agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Contractor under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Contractor's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Contractor shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the

liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the

permission of the Contractor. When requested by City, but no later than three years after project completion, Contractor shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Contractor during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Contractor hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Contractor may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

C. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

D. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Contractor. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Contractor shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Contractor agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Contractor will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Contractor of Contractor's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Contractor's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Contractor's final invoice.

B. Contractor's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Contractor: Zambelli Fireworks
PO Box 986
Shafter, CA 93263

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Contractor. If such notice is given, Contractor shall cease immediately all work in progress.

B. If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Contractor or City, all property belonging to City which is in Contractor's possession shall be delivered to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it

may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Contractor without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Contractor:

By: 

Name: John D. Hansen

Title: Project Manager

City:

By: 

Name: Mark T. Prestwich

Title: City Manager

Approved as to Form:

By: 

Name: Thomas B. Brown

Title: City Attorney

Zambelli

FIREWORKS

Cover Letter/Executive Summary

Zambelli

FIREWORKS

April 2, 2018

Mr. John D. Hagan.
West Coast Project Manager, Zambelli Fireworks

Darric Carney
Sales Support Specialist, Zambelli Fireworks.

Subject: Submittal: Request for proposal fireworks display

City of St. Helena,

I would like to thank you for providing Zambelli Fireworks with the opportunity to design a display package for your upcoming 4th of July fireworks Celebration. We acknowledge receipt of any and all addendums to the RFP sent out by the city.

I have provided an exciting fast paced display option for your consideration. This program suggests our initial considerations as to show design and describes basic product types and quantities. Our design is consistent with your spectator viewing area near the Crane Park launch location.

Zambelli Fireworks will provide all equipment and labor, acquire all permissions and security mandated by authorities having jurisdiction, reserve all transportation required, Workman's Compensation in addition to liability insurance for your fireworks display. I have attached to this proposal a copy of our sample insurance certificate. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies. We carry \$1 Million dollars per incident clause to cover the Fireworks Display along with \$9 Million dollars of excess liability.

We have taken into account all the aspects that are involved with producing a display at your location in Crane Park. The product we selected will be maximized to afford you the best viewing from your location while minimizing the debris fallout to the adjacent areas. We have also been certain to include Zambelli's specialty effect colors and themed multi shot devices that will be adding a special touch to your fireworks display. This display package will be firing our multi shot devices that throw several hits in the air every second. This will certainly keep the sky filled for the duration of this rapid paced display. We will also be adding our "signature" Zambelli finale that will leave your spectators breathless as we launch hundreds of shots into the air in a giant finale conclusion.

As a representative of the one of the nation's premier and oldest firework companies I can assure you I have done my best to provide you with a quote that we feel you will get the "most bang for your buck".

I welcome any questions you may have and I thank you for considering our company to be part of your very special Independence Day celebration.

Sincerely,
John D Hagan
West Coast Project Manager
Zambelli Fireworks
P.O Box 986 Shafter, CA 93263
Office: 1-800-322-7142
Cell: 502-220-7944
jhagan@zambellifireworks.com
www.zambellifireworks.com



EXPERIENCE AND QUALIFICATIONS

Zambelli

FIREWORKS

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employs over 40 full-time individuals and thousands of trained qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years' experience in fireworks, the Senior Choreographer/Show Designer has over 25 years' experience in fireworks, and the Senior Product Manager has over 25 years' experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigorous safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small. Zambelli has produced the firework display at Crane Park for three years running. We have developed a great working relationship with the St Helena parks department, local law enforcement, fire department and the many folks that make this display come together. We have been proactive in selecting materials that minimizes the fallout associated with fireworks displays. Special consideration is paid to the adjacent school fields as well and the neighboring vineyards. Our crews follow tight protocols concerning wind speeds and drift distance for the material they are using to have as little impact on the surrounding area as possible.

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FIREWORKS

Zambelli Team Organizational Chart:

- John Hagan- Senior project manager.
20 years in field and office operations for Zambelli Fireworks.
Certified and licensed pyrotechnician in several states including current CA license.
Certified trainer for pyrotechnic operators
Knowledge on NFPA recommendations for fireworks as well as CA fire code title 19
- Darric Carney-sales and field support for display operations.
5 year holder of the California fireworks operators' license.
Licensed firework operator for the state of Nevada
3 years' experience as lead operator of the St Helena fireworks display
- Tim Jamieson-lead operator for proposed display.
20 year employee of Zambelli
Perfect safety record
Well versed in CA title 19 as well as NFPA recommendations
Familiarity with environment protocols and expectations
Has fired displays successfully in St Helena in previous years for Zambelli

Zambelli commitment to safety:

- All Zambelli crews undergo annual safety training and state certification
- All Zambelli crew follow strict safety protocols that mandate proper PPE be worn
- Zambelli determines product based on 100 foot per inch of product diameter. This exceeds the recommendations of the NFPA 1123.
- All product is selected to minimize drift and reduce extended burning of paper debris.
- Plastic bags and components that can be safely removed from devices will be done to minimize any residual debris associated with the display.
- Zambelli crew follow strict protocols when placing firing equipment or devices so that in the event a catastrophic incident no material will project in or towards the spectators areas.
- Site safety and security is a top priority. No persons other than Zambelli crew and the AHJ are to be permitted in the launch zone or the fallout zone during and immediately after the firing off the display.
- Zambelli crews carry with them and are knowledgeable on how to in act the company's emergency action plan should an incident arise.
- All fireworks to be transported by Haz-Mat drivers in secure, locked and placard trucks according to DOT and state regulation.



Understanding of Event Scope & Detailed Work Plan

Zambelli

FIREWORKS

Zambelli understanding of operations:

- Zambelli team will execute and furnish a time line of events to all parties involved.
- Zambelli will furnish a clear and concise list of contacts in of chain command order of site and office representatives.
- Zambelli has demonstrated a willingness to assist with site security details at Crane Park in previous years.
- Zambelli has demonstrated an effectiveness in proper fire prevention techniques at Crane Park in previous years.
- Zambelli understands the need to minimize impact on the adjacent sports play area.
- Zambelli understands the importance of maintaining the good neighbor policy.
- Zambelli has worked to minimize debris while maximizing the visibility from all areas in Crane Park.

Zambelli Scope of work and plan:

- Zambelli has suggested using the playground and skate area in Crane Park to be considered for the approved launch zone. Safe set back distance for the fallout area are consistent with Zambelli use 100 feet per inch of product diameter.
- The following is a list of the product proposed by Zambelli to be used in the St Helena 4th July display. The largest diameter of multi shot (cakes) product to be used will be 1.5 inch diameter. The largest aerial firework shell to be used will be 2.5 inch diameter.
- See Exhibit 1 Titled "Site Plan" for more information on launching areas, safety perimeter, and fall-out zones.

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FIREWORKS

OPENING BARRAGE

2.5 Inch Assorted Color & Salute Finale Display Shells	40
2.5 Inch Color Finale Display Shells	20
TOTAL NUMBER OF SHELLS IN OPENING	60

MAIN BODY OF PROGRAM

2.5 Inch Zambelli Floral Pattern Shells	150
2.5 Inch Zambelli Specialty Shells	150
2.5 Inch Zambelli Duration/Lingering Effect Shells	150
2.5 Inch Multi-Break Effect Shells	150
2.5 Inch Palm, Dahlia & Chrysanthemum Multi-Effect Shells	150
2.5 Inch Tourbillion & Serpent Effect Shells	150
TOTAL NUMBER OF TWO & HALF INCH SHELLS	900

ZAMBELLI GRAND FINALE

2.5 Inch Assorted Color Finale Display Shells	180
2.5 Inch Zambelli Specialty Finale Shells	180
2.5 Inch Titanium Salute Report Shells	180
TOTAL NUMBER OF GRAND FINALE SHELLS	540

TOTAL NUMBER OF SHELLS IN THE DISPLAY	1500
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DEVICE DESCRIPTION

QUANTITY SHOTS

ZAMBELLI MULTI SHOT DEVICES (CAKES)

Quantity three each:

35 Shot Fan Effect Thunder Tourbillions w/Mines	105
35 Shot Fan Effect Rainbow Dahlias w/Assorted Colored Tails	105
35 Shot Fan Effect Variegated Moons w/Titanium Reports and Tail	105
35 Shot Fan Effect Gold Brocade Waterfalls w/Gold Tails	105
35 Shot Fan Effect Green and Purple Moon Fan Box w/Green Tail	105
35 Shot Fan Effect Variegated Waterfall Fan Box	105
35 Shot Fan Effect Rainbow Crossettes w/Assorted Color Tails Fan Box	105
35 Shot Fan Effect Bright Popping Flowers w/Silver Tails Fan Box	105
35 Shot Fan Effect Red to Green Crossettes with Red Tails	105
35 Shot Fan Effect Gold Twinkling Kamuros	105

Quantity four each:

49 Shot Moons w/Titanium Reports and Tail	196
49 Shot Super Brocade w/Gold Tails Fan Box	196
49 Shot Silver Crossettes w/Silver Tails Fan Box	196

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FIREWORKS

49 Shot Assorted Color Crossettes w/Assorted Color Tails Fan Box	196
49 Shot Colorful Flowers w/Silver Tails Fan Box	196
49 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box	196
49 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box	196
49 Shot Green to Purple Moons w/Reports and Tail Fan Box	196
49 Shot Silver to Gold Crossettes w/Silver Tails Fan Box	196
49 Shot Crackling Palm Trees w/Silver Tails Fan Box	196

Quantity five each:

100 Shot Variegated Chrysanthemum w/Palm and Silver Tails	500
100 Shot Red Crackling and Green Glittering w/Purple Mines	500
100 Shot Silver Crackling Flowers w/Silver Tails	500
100 Shot Brocade Crown w/Brocade Tail	500
100 Shot Silver Bees	500
100 Shot Loud Hammer Box	500

Quantity six each:

300 Shot Finale Box	1800
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Quantity six each:

408 Shot Z-Shaped Assorted Color Pearls	2448
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Total Multi Device Shots	10,258
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Total Multi Shots and Shells in Display	<u>11,758</u>
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- Zambelli Staffing shall include a crew of four:

Tim Jamison-lead operator and CA license holder

Ron Jamison –Haz-Mat transport labor set up, site security and labor for event tear down

Steve Watkins- labor site set up, display operator (shooter) labor event tear down

Paul Jarvi- labor set up, site security, fire watch, labor event tear down

- Zambelli will schedule with the AHJ for all necessary inspections of site, equipment and product.
- Zambelli will following established company protocols for life and safety.
- Zambelli team will work the AHJ to mitigate any fire danger. Team member's responsibilities manning approved water type extinguishers that are compliant with CA title 19. Removal or wetting down of surfaces likely to kindle an ignition. Maintain radio contact with all team member to better relay important fire concerns to AHJ. Zambelli team will utilize two members as "spotters" for the display, looking for falling or burning debris within the launch site. After the display, a walk around of the site and perimeters will be conducted to look for hot spots. Once area is determined to be free of hazards Zambelli will communicate "all clear" to the AHJ. Upon receiving an "all clear" from the AHJ Zambelli team will commence initial strike of display site.



COMMITMENT TO EVENT BUDGET

Zambelli

FIREWORKS

- Zambelli will commit to the event budget of \$40,000. Zambelli is confident in our ability to execute delivery, set up and display firing for the proposed budget. Zambelli implements specific protocols when determining display budgets using a method that is repeated several hundred times a year. Zambelli books all our delivery trucks months in advance to ensure availability as well as guaranteed pricing and rates. Zambelli is one of the largest fireworks importers into the United States. This, in conjunction with our in house manufacturing assures the most competitive pricing our firework product. We are able to assure our customer they are indeed getting the best service and most fireworks material for their budget.



Delivery Schedule and Timeline

Zambelli

FIREWORKS

Tuesday May 22

- Contract award date.

Monday May 28

- Zambelli to complete executed agreement.
- Zambelli will furnish to City a copy of Insurance documents to review.

Friday June 1

- Zambelli to submit permit for approval to AHJ.
- Zambelli to furnish a finalized timeline to all parties involved.

Monday July 2:

- Zam crew departs with two trucks from Shafter distribution yard en route to St Helena at noon.
- Zam crew arrives hotel in St Helena approx. 7pm.
- Truck parking and security is arranged and approved by lead operator.
- Zam crew rests for evening with exception of truck security
- Security remains 24 hours per day at secure firework parking facility.

Tuesday July 3:

- Zam crew departs hotel 8am for 9am arrival at Crane Park.
- Zam crew meets with all necessary parties and agencies.
- Zam crew conducts pre work safety meeting 10am and deploys water type extinguishers.
- Zam crew commences setting wooden mortar racks and ground preparations.
- 12:30pm Zam crew break lunch for one hour.
- 3pm Zam crew has wooden mortar racks secured leveled and prepared for product loading.
- 4pm Zam crew conducts a walkthrough of the display area to look for any potential hazards.
- 5pm Zam crew departs for hotel leaving security in place.
- Security remains 24 hours per day at secure firework parking facility.

Wednesday July 4:

- Zam crew departs hotel 8am for 9am arrival at Crane Park.
- Zam crew meets with all necessary parties and agencies.
- Zam crew conducts pre work safety meeting 10am
- All firework product boxes to be inspected and matched to the Zambelli manifest.
- Upon approval from AHJ Zam crew to commence with loading fireworks into mortar racks.
- 12:30pm Zam crew break lunch for one hour.
- 1:30pm Zam crew to start setting out low level product (cakes) as dictated by the site diagram.
- 3:00pm Zam crew to complete the running of electrical control wires to fireworks launch site.
- 4:00pm Zam crew upon approval from the AHJ will conduct a system continuity check.
- 5:00pm Zam crew to verify with customer and AHJ that display checks are complete and confirm the ability to fire at will.
- 5:30pm Zam crew breaks for dinner.

Zambelli

FIREWORKS

- 6:30pm Zam crew conducts another system continuity check
- 7:30pm system check to be completed by Zam crew
- 8:00pm Zam team leaders conduct one final safety meeting with team members
- 8:15pm all Zam members conduct a site safety sweep to identify and possible hazards or unauthorized persons.
- 8:50pm Zam crew verify with all parties an all-clear and ready to fire.
- 9pm display commences
- 9:15pm display finishes
- 9:50pm Zam crew clears mortars for unfired product.
- 10:15pm Zam crew completes site check looking for duds or hot spots..
- 11:00pm Zam crew completes preliminary cleaning of launch area
- Zam crew departs Crane Park with any remaining product en route to Shafter magazine
- 12:00am Zam crew arrive back at hotel

Thursday July 5:

- Zam crew departs hotel 8am for 9am arrival at Crane Park.
- Zam crew meets with all necessary parties and agencies.
- Zam crew conducts pre work safety meeting
- 10am Zam crew commences the loading of wooden racks into delivery trucks
- 12pm Zam crew break for lunch
- 1pm Zam crew to complete loading of equipment and begin racking and sweeping
- 3pm Zam crew to have finished removal of equipment and trash.
- 4pm Zam crew to complete one final policing of area to ensure no debris behind
- 5pm Zam crew departs Crane Park for Shafter with all associated trash and debris on board for disposal at home facility.

Zambelli

FIREWORKS

Proof of Insurance

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):
		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:		
		INSURER F:		

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 SUBR INSD VWD	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	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ N/A</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 10,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td>Protection & Indemnity</td><td>\$ 1,000,000</td></tr> </table>	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 - COM/OP AGG	\$ 2,000,000	Protection & Indemnity	\$ 1,000,000
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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	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
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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	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 9,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 9,000,000</td></tr> <tr><td>PER STATUTE</td><td>\$</td></tr> <tr><td>OTH-ER</td><td>\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 9,000,000	AGGREGATE	\$ 9,000,000	PER STATUTE	\$	OTH-ER	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
EACH OCCURRENCE	\$ 9,000,000																			
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E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
	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 <input type="checkbox"/> N/A	Coverage is afforded in the State(s) of:																	
A	Inland Marine / Hull		CPP0103167-05	02/01/2018	02/01/2019	<table border="1"> <tr><td>Hull Limit</td><td>\$900,000</td></tr> <tr><td>Show Limit</td><td>\$1,500,000</td></tr> </table>	Hull Limit	\$900,000	Show Limit	\$1,500,000										
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. Sena</i>

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ACORD 25 (2016/03)

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Reference Review

Zambelli

FIREWORKS

The Monte Foundation

Kim Gallick- Executive Director Monte Foundation: 831-685-3317

kimgallick@aol.com

Lake Tahoe Labor Day- \$40,000

Display is shot off of a barge in Carnelian Bay, CA

Project Dates: Annual production start 8/2013-Present

2017 production start date September 2. Completion September 5 2017

Truckee Donner Parks and Recreation

Robert French- Fireworks Committee Chairman: 530-587-5500

ric12string@yahoo.com

Independence Day- \$25,000

Display fired over Donner Lake, Truckee CA

Project Dates: Annual production start 7/2010-Present

2017 production start date July 1. Completion July 5 2017

Blue Water Resort and Casino

Bill MacDonald- General Manager: 530-587-5500

bmacdonald@bluewaterfun.com

Independence Day- \$15,000

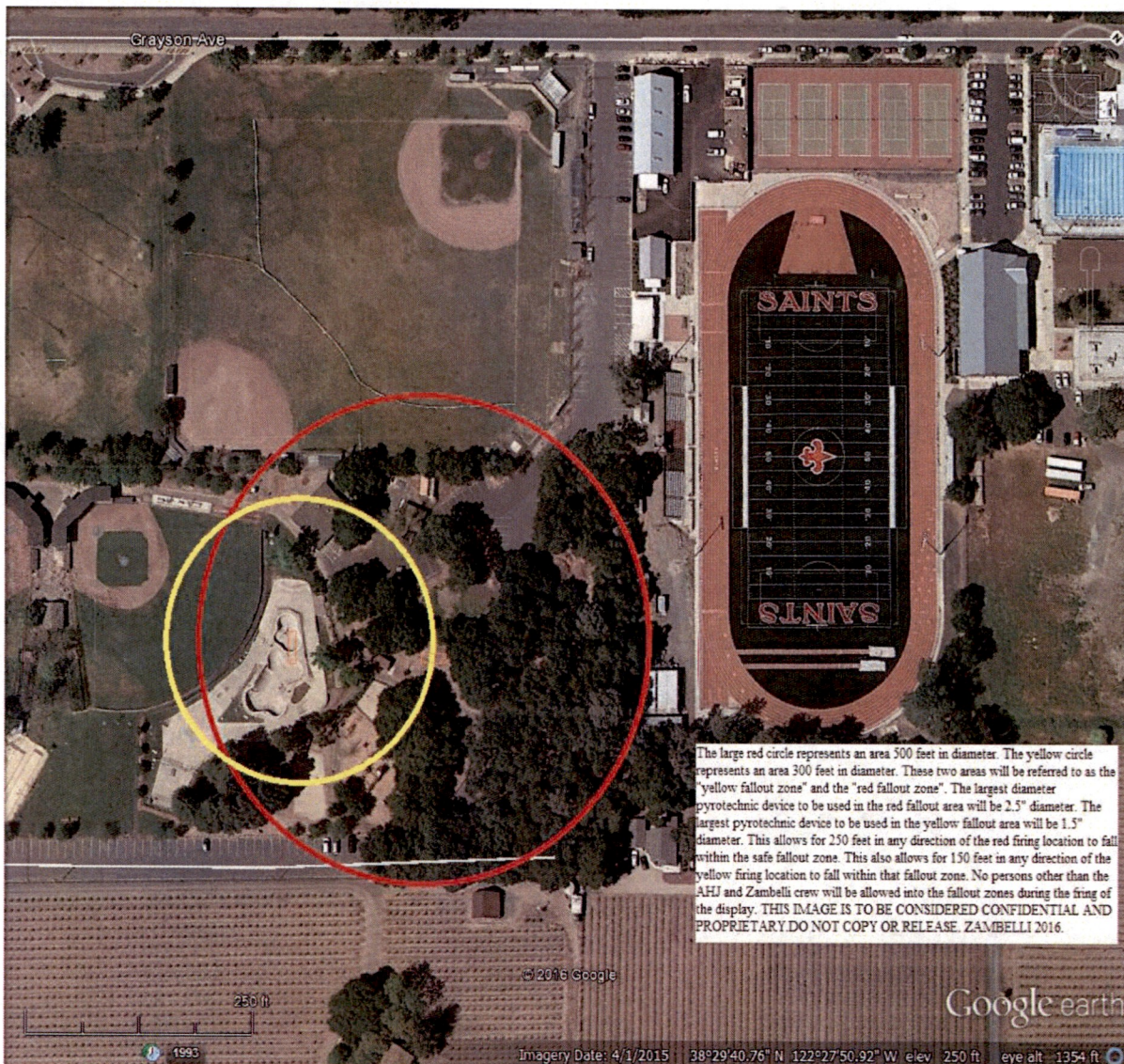
Display fired near Blue Water Casino on open dirt field

Project Dates: Production start 7/1. Completion July 5 2017

Zambelli

FIREWORKS

Exhibit 1 "Site Plan"





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2018

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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
	INSURER(S) AFFORDING COVERAGE
	INSURER A: T.H.E. Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	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
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0011081-05	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP0005125-005	02/01/2018	02/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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: 07/04/18 Rain Date: TBD Location: Crane Park; City of St. Helena, CA

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form: The City of St. Helena its agents, officers, officials, employees and volunteers

Hold Harmless Agreement per contract between the named insured and the additional insured applies.

Further this Insurance will be deemed to be primary and non-contributory with respect to the Insurance of such additional insured if you agreed to such a condition in the written contract with such additional insured

CERTIFICATE HOLDER

City of St. Helena
1480 Main Street
St. Helena, CA 94574-1854

CANCELLATION

Thirty (30) days notice of cancellation applies
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

Carol A. Serra

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of St. Helena its agents, officers, officials, employees and volunteers but as respects the negligence of the named insured only.

Display Date: 07/04/18

Rain Date: TBD

Location of Display: Crane Park; City of St. Helena, CA

NO COVERAGE APPLIES TO LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

The City of St. Helena its agents, officers, officials, employees and volunteers but only as respects to the negligence of the Named Insured while at Crane Park; City of St. Helena, CA for the Display Date: 07/04/18 Rain Date: N/A

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-31-2017

GROUP:
 POLICY NUMBER: 0804630-2017
 CERTIFICATE ID: 327
 CERTIFICATE EXPIRES: 12-31-2018
 12-31-2017/12-31-2018

CITY OF ST. HELENA
 1480 MAIN ST
 SAINT HELENA CA 94574-1854

NE

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06-05-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2017-12-31 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
 CITY OF ST. HELENA

EMPLOYER

ZAMBELLI FIREWORKS MFG CO INC
 20 S MERCER ST FL 2ND
 NEW CASTLE PA 16101

NE