
PARKS DEPARTMENT MEMORANDUM

TO: Mayor Bodnar, Council President Schutt, Members of Council, and Department Heads

FROM: Shane McAviney, Director of Parks and Recreation

CC: Department Heads

Date: 02/02/25

Subject: 2025 Fireworks Provider

Request for Approval:

After soliciting proposals from nine companies, we received a single proposal from American Fireworks. I recommend accepting the proposal from American Fireworks in the amount of \$20,000 for the fireworks display on June 28, 2025, with a rain date set for June 29, 2025. Additionally, I recommend accepting the three-year proposal to lock in the current price for the duration of the agreement. American Fireworks was selected based on the following evaluation criteria:

Evaluation Criteria:

Proposals were ranked based on the merits of the submitted proposal and the qualifications and experience of the service provider. Each reviewer awarded a score based on a 100-point scale as follows:

- **Responsiveness (10 points):** Consideration of the service provider's compliance with the RFP and submission materials.
- **Creativity, Variety, and Content of the Fireworks Display (20 points):** Evaluation of the proposed display's design and variety.
- **Price (40 points):** Evaluation of the total cost for the fireworks display.
- **Responsibility (30 points):** Assessment of the service provider's track record, including their ability to complete similar contracts successfully, past performance with the Village, meeting deadlines, and willingness to accept the Village's standard terms and conditions.

The expenditure for the fireworks display is accounted for in the 2025 Recreation Budget.

Request for Motion:

I request a motion to authorize an expenditure not to exceed \$20,000 to American Fireworks LLC for the 2025 fireworks display on June 28, 2025, with a rain date on June 29, 2025. Additionally, I request approval to accept the three-year proposal to lock in the 2025 pricing.

Display Date(s):
June 28, 2025 – June 27, 2026 – June 26, 2027

CONTRACT

Show No.
S- 427

THIS CONTRACT, prepared on the 16 day of January, 2025, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

MAYFIELD VILLAGE, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the display is being performed in or any municipality that requests additional insured status. All entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: PROGRESSIVE INSURANCE, CAMPUS 2-300 NORTH COMMONS BLVD, MAYFIELD VILLAGE, OH 44143

on the following date(s):

DISPLAY DATES: JUNE 28, 2025 – JUNE 27, 2026 – JUNE 26, 2027
POSTPONEMENT DATES: JUNE 29, 2025 – JUNE 28, 2026 – JUNE 27, 2027

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

TWENTY THOUSAND DOLLARS (\$20,000.00) PER DISPLAY YEAR

This contract must be executed within THIRTY (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within THIRTY (30) days of that date, this contract will be void and a new contract will need to be negotiated.

CLIENT agrees to pay the deposit of TEN THOUSAND DOLLARS (\$10,000.00), by March 1, 2025 for the first display year. A FIFTY (50%) PERCENT DEPOSIT WILL BE DUE ON OR BY MARCH 1ST OF EACH ADDITIONAL CONTRACT YAR. CLIENT shall pay the balance of said display(s) no later than TEN (10) business days prior to your display. Payments can be made by electronic payment or by check made payable to AMERICAN FIREWORKS COMPANY and mailed to P.O. Box 1447, Hudson, Ohio 44236.

The CLIENT shall be responsible for providing all security necessary to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s).

The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display, advance the fees and list them on your final invoice.

INITIALS: _____

INVOICE

American Fireworks Company
PO Box 1447
Hudson, OH 44236
(330) 650-1776
katie@americanfireworks.com



BILL TO:
SHANE MCAVINEW
MAYFIELD VILLAGE
6622 WILSON MILLS ROAD
MAYFIELD VILLAGE, OH 44143

PO Number: **S-427**
DISPLAY DATE: **06/28/2025**
Invoice No: **19925**
Status: **Open**
Invoice Date: **01/16/2025**
Due Date: **01/16/2025**
Total: **\$20,000.00**

Product/Service	Description	Quantity	Unit Price	Total
	FIREWORKS DISPLAY		\$20,000.00	\$20,000.00

Notes

FIFTY PERCENT (50%) DEPOSIT IS DUE BY MARCH 1, 2025

Invoice Amount:	\$20,000.00
Previous Payment(s):	\$0.00
Amount Due (USD)	\$20,000.00

Thank you for doing business with us!

MAYFIELD VILLAGE, OHIO
PROPOSAL FORM
FOURTH OF JULY FIREWORKS SHOW 2025

Mayor Brenda Bodnar
Mayfield Village
6622 Wilson Mills Road
Mayfield Village, Ohio 44143

The undersigned, having read, understood and being familiar with the enclosed documents consisting of 8 pages of Scope of Services, General Requirements, Fireworks Display Content, Contract Requirements, Terms and Conditions, Proposal Submittal Instructions hereby offers to furnish and set up all materials, supplies and equipment to produce the required Fourth of July Fireworks Show ~~2019~~ ²⁰²⁵ in strict accordance with the enclosed documents, with exceptions noted herein all of which are ~~made~~ ^{made} part of this order. The services and goods specified are offered as a complete show packaged price as quoted and submitted on page 2 of 2 of the Proposal Form.

Name of Business American Fireworks Company

Address 7041 Darrow Road, Hudson, Ohio 44236

Authorized Name Roberto Sorgi

Authorized Signature Roberto Sorgi

Date: 01/14/2025

The Parties have executed this agreement on the respective dates shown by their signatures.

Provider

Date: 01/14/2025

Roberto Sorgi
Signature

Mayfield Village

Date: _____

Brenda T. Bodnar, Mayor

Date: _____

Stephen Schutt, Council President

Approved: _____

Insurance Company information:

CERTIFICATE OF INSURANCE

Name: Britton Gallagher & Associates

Address: 1375 East 9th Street, Floor 30

City, State, Zip: Cleveland, Ohio 44114

Telephone: 216-658-7100

Contact Name: Reed Trend

Attached to and made a part of the proposal are:

*** Proposed pyrotechnic show indicating sizes, types and colors of shells, manufacturer and quantity as applicable.**

* Contract for review.

* Subcontractors information.

* References.

* Company history & experience.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

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 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 Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Everest Indemnity Insurance Co. NAIC # 10851 INSURER B : Everest Denali Insurance Company 16044 INSURER C : Axis Surplus Ins Company 26620 INSURER D : INSURER E : INSURER F :	
INSURED American Fireworks Company 7041 Darrow Road P. O. Box 1447 Hudson OH 44236-2254	54	

COVERAGES

CERTIFICATE NUMBER: 477094171

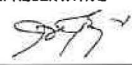
REVISION NUMBER:

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 checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:			S18ML02518-231	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00291-231	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000841157-02	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Excess Liability #2			S18EX02318-231	4/1/2023	4/1/2024	Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.
 Sample

CERTIFICATE HOLDER**CANCELLATION**

Sample Sample	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 
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