

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
GARDEN STATE FIREWORKS, LLC
FOR
ADDITIONAL FIREWORKS DISPLAY FOR 4th OF JULY**

THIS AGREEMENT is made between **GARDEN STATE FIREWORKS, LLC.**, an active, for-profit New Jersey Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, Miami-Dade County has issued various Emergency Orders curtailing large public gatherings; and

WHEREAS, the Mayor and City Council directed staff to maintain a safe environment while proceeding with the 4th of July celebration; and

WHEREAS, staff has determined that to effectively promote the event and maintain the core safety principles recommended by Miami-Dade County and the City of Doral (the “City”) an additional fireworks display location will be needed to give citizens the ability to see the fireworks display from different areas; and

WHEREAS, Garden State Fireworks, LLC is the current fireworks display provider for the City of Doral; and

WHEREAS, to ensure continuity between the fireworks display, staff obtained a proposal from Garden State Fireworks, LLC to provide a fireworks display at an additional location within the City of Doral; and

WHEREAS, the City and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services for the provision of providing services in relation to an additional fireworks display as contemplated herein.
- 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services and Proposal Exhibits “A and B”, which are attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect until services for the 2020 4th of July additional fireworks display have been provided, unless earlier terminated in accordance with Paragraph 6.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:

X An amount not to exceed FOURTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$14,500.00) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Provider’s proposal (Exhibit “B”). Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **City's Responsibilities.**

4.1 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

5. **Provider's Responsibilities.**

5.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

6. **Termination.**

6.1 The City Manager may terminate this agreement immediately with cause or without cause subject to the cancellation provision in Section 1.5 of Provider's proposal.

6.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.

6.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 6.4.

6.4

7. **Insurance.**

7.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "C"**. The insurance carrier shall be qualified to do business in the

State of Florida and have agents upon whom service of process may be made in the State of Florida.

7.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

8. **Nondiscrimination.**

8.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

9. **Attorneys' Fees and Waiver of Jury Trial.**

9.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

9.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

10. **Indemnification.**

10.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement.

10.2 The provisions of this section shall survive termination of this Agreement.

10.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

11. **Notices/Authorized Representatives.**

11.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: Nunzio Santore
President
Garden State Fireworks, Inc.
435 Carlton Road
Millington, NJ 07946

12. **Governing Law.**

12.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

13. **Entire Agreement/Modification/Amendment.**

- 13.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 13.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14. **Ownership and Access to Records and Audits.**

- 14.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 14.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 14.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 14.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

14.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

(a) Service quality, attentiveness, courteousness, etc.;

15. **No assignability.**

15.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

16. **Severability.**

16.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17. **Independent Contractor.**

17.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18. **Representations and Warranties of Provider.**

18.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) Provider, and its employees shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

(b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered,

validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

19. **Compliance with Laws.**

19.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

19.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

20. **Non-collusion.**

20.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

21. **Truth in Negotiating Certificate.**

21.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

22. **Waiver**

22.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. **Survival of Provisions**

23.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. **Prohibition of Contingency Fees.**

24.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **Force Majeure.**

25.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

26. **Counterparts**

26.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

27. **Interpretation.**

27.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

27.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

28. **Discretion of City Manager.**

28.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

29. **Third Party Beneficiary**

29.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

30. **No Estoppel**

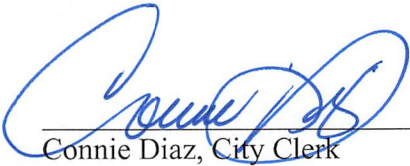
30.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



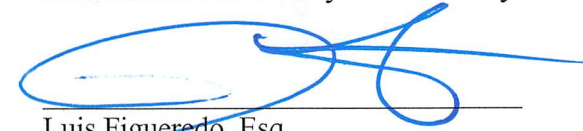
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager


Date: JUNE 9 2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

Garden State Fireworks, LLC

By: 

Its: CEO
Date: 6/4/2020

Exhibit "A"

Scope of Services

Scope of Services

1.0 Purpose

The purpose of this Contract is to enter into an agreement with Garden State Fireworks LLC, to perform Fourth of July fireworks display at an additional location on July 4, 2020. The cost for the total show, to include materials, personnel and applicable permits shall not exceed a total cost \$14,500.00, as no other charges will be paid.

The Provider will coordinate this activity with the designee of the City of Doral Parks and Recreation Department. The display will last a minimum of 15-18 minutes in duration. There should be no period of time from the opening to the finale where there is not a display in the air. Professional, creative use of airspace must be observed at all times. It is the intent of the City that during this 15-18 minute program that the skies of Doral are filled with color, sound and pyrotechnic displays to excite and awe all observers.

1.1 Scope of Work

1. The display shall be fifteen to eighteen (15-18) minutes as outlined in the provider's proposal.
2. Providing weather permits, fireworks shall be furnished for display on July 4, 2020. The Provider agrees that should inclement weather prevent a fireworks display on the above date, the display will occur on the next feasible (good weather) day, agreed upon by both parties. In the event the fireworks have been prepared anticipating good weather and inclement weather prevents igniting, then such exhibition of fireworks must be implemented on the next feasible (good weather) day in the best possible manner without any deduction in the number of shells and without additional cost to the City of Doral .
3. The Provider shall furnish an appropriate number of qualified operating personnel, to include one supervisor and three assistants as a minimum; mortars and all support facilities.
The supervisor shall be available for pre-show logistics and safety meetings with representatives of the Miami-Dade Fire Department, City of Doral Police and Parks & Recreation Department staff no less than 45 days prior to the date of the show. A representative of the company, that can bind and make decisions for the company, shall be present prior to and during the display. Radio and cellular phone contact shall be maintained between the shooters and the City. Radio will be furnished by the Parks & Recreation Department, the Provider to supply cellular phone.
4. The Provider shall store own fireworks, as approved by Miami-Dade County Fire Department. The Provider shall secure all Fire Permits on State and Local level. The City of Doral will contact the Federal Aviation Administration (FAA) and

neighboring Miami International Airport months in advance for location approval. The Provider shall contact FAA 6 hours prior to the event to insure safety of airplane path during firework display and meet any other FAA requirements/approvals. The Provider shall also contact neighboring Miami International Airport 20 minutes prior to display. However, fines (if any) will be the responsibility of the Provider.

5. The Provider shall be prepared for inspection on July 4th at a time agreed upon between the Provider, City of Doral Parks and Recreation Department staff and Fire Chief or Designee. On event day, the Provider agrees to have fireworks display completely set up no later than 4:00 p.m. Setup may begin two days prior to event date.
6. The Provider shall be responsible for all cleanup and removal of unexploded fireworks, frames, sets, mortars and lumber. The Provider shall inspect the shoot area at sunrise on the morning following the shoot and remove any unexploded shells that may be found.
7. The additional display site shall be at Doral Glades Park, 7600 NW 98th Place Doral, Florida. The display shall take place on, July 4, 2020.
8. There is no electrical set up on site. The Provider shall be responsible for the electricity required for the show. The program will be fired in a traditional manual fire format. The entire show must be pre-loaded, with a mortar for every shell.

1.2 Performance Schedule

Beginning announcements are pending Federal Aviation Administration approval and will be a time agreed upon all parties involved.

1.3 Performance Evaluation

Throughout the contract period, and on or before Independence Day display(s), The Provider(s) performance will be heavily monitored and closely scrutinized by City staff. The Provider will be evaluated by the City Manager or his/her designee. If the Provider(s) performance fails to meet the standards specified within the agreement and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. The Provider's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the City Manager.

1.4 Contract Alterations

The City reserves the right to delete, add or revise items and services under this agreement. Deletions may be made at the sole discretion of the City at any time during the contract period. Items added or revised must be mutually agreed upon in writing by Provider and the City Manager his/her designee.

1.5 Cancellation

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's performance standards.

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Provider, and the Provider reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by the Provider, reparations must be paid to the City in the amount of 50% of the contract amount.

1.6 Assignment

Neither party to the Contract shall assign the Contract or subcontract it as a whole or in part thereof without the written consent of the other, nor shall the Provider assign any monies due or to become due to him hereunder, without the previous written consent of the contracting City Manager.

1.7 Subcontracting

It is the intention of this Contract not to subcontract any work. However, if the Provider must subcontract, he/she may not subcontract any more than 20% of the services under this Contract for any reason. The City discourages subcontracting practices for any substantial portion of the requested services in this Contract. If Provider is subcontracting, they must receive written approval from the City of Doral prior to subcontracting work. The City of Doral reserves the right to reject a request from the Provider for subcontracting any work from a subProvider who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this Contract. Changing subProviders for the duration of this contract is prohibited, unless changes are approved by the City Manager. The City reserves the right to reject any request to change subProviders.

1.8 Purchasing Agreements with other Government Agencies

At the option of the Provider, the use of this Contract may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Provider to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Contract.

1.9 Compliance with Occupational Health & Safety

The Provider certifies that all materials, equipment, etc., contained in this Contract meets all O.S.H.A. requirements. The Provider further certifies, that, if the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Provider.

The Provider shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the Provider shall provide the City with a copy of their written safety program pertaining to the subject of the contract, if such a program is required by law.

The Provider shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Provider's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the Provider is within the City limits to ensure safety rules are not being violated.

1.10 References

The City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of a RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.11 Background Information

The City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

1.12 Method of Ordering

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

1.13 F.O.B. Point

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the Provider.

1.14 Payment

Payment is Net 30. The City of Doral will pay 100% of the contract price after all services have been provided and accepted. After services have been performed, the using department will evaluate services provided in accordance with the specifications. Failure in the Provider's responsibility as outlined may result in either one or any of the following as determined by the City.

- Payment withholding of partial or entire amount
- Compensation as deemed acceptable by the City due to non-performance.
- Invoice must reflect purchase order number.

1.15 Debris

The Provider shall be responsible for the prompt removal of all debris which results from this service.

1.16 Protection of Property

The Provider shall at all times guard against damage or loss to the property of the City of Doral and shall be held responsible for replacing or repairing any such loss or damage. The City of Doral may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Provider or his/her agents.

1.17 Provider Responsibility

The Provider shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

1.18 Safety Regulations

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

Exhibit “B”

Garden State Fireworks LLC, Proposal

CITY OF DORAL
July 4th FIREWORKS DISPLAY PROPOSAL
Doral Glades Park



GARDEN STATE FIREWORKS, INC.

383 CARLTON ROAD

MILLINGTON, NJ 07946

(800) 999-0912

INFO@GARDENSTATEFIREWORKS.COM

CSANTORE32@GMAIL.COM

I. Qualifications and Experience

GARDEN STATE FIREWORKS, INC. is a family owned and operated corporation thriving since 1890. For over one hundred and twenty years we have maintained a commitment to excellence and treat each display with an artistic attention to detail and budget. We are a New Jersey based firm we perform displays throughout the country and world. We operate major satellite offices in California, Nevada, Florida, Colorado, and Ohio with State and Federal approved storage and operation facilities in multiple locations that allow us to serve our nationwide customers well. Our North Port, Florida operations center has full storage and warehousing of material and equipment that allows us to service the region without increased mobilization costs.

A. History

A generation of fireworks was born in 1872. Augustine “Boots” Santore was born in Italy. As a young child he worked for a shoemaker. Now, history could have turned at that point and perhaps our family would be in the shoe business today. Fortunately for our family, a firework manufacturer named Capobianco was displaying fireworks at the request of King Victor Emmanuel, II. Capobianco’s firework displays left unconsumed parts. An obviously curious and industrious child, Augustine picked up these pieces and without any training turned them into a series of working fireworks. By all accounts he was under ten years of age. Once in a great while someone special emerges. This child was loaded with ability. Augustine presented his reconstructed fireworks to Capobianco in the form of a small display. Capobianco was impressed and he took on young Augustine as an apprentice. In 1890 he arrived in America to start his own pyrotechnic company. The rest is history. Our history. Garden State Fireworks has over a century of experience and have produced displays spanning events from the Winter Olympics, to Macys, to the Statue of Liberty to multiple first place awards in International Fireworks competitions.

- 1. Current Major Clientele:** Our company is proud to serve municipalities across the country. We have amassed a lengthy list of clients in our 120 plus years. In addition to nationwide coverage of July 4th and special events for cities and towns, our company is proud to currently service the following major companies for multiple annual events;

Recent Productions

- July 4, 2013 –July 4, 2019 Washington D.C. National Mall
- 2014 Super Bowl XLVIII at Met Life Stadium
- Walt Disney World (Manufacturer for Nightly Productions since 1985)
- Mandalay Bay Casino, Las Vegas, NV (Multiple Annual Events since 2010)
- Major League Soccer (MLS Cup and MLS All Star Games Annually Since 2011)
- Foxwoods Casino’s Sailfest, New London, CT (Dual Barge Locations 2011/2012)
- Princeton University (Annual Reunion Events since 1996)

- Trump National Golf Courses (Annual Events Bedminster, NJ and Colts Neck, NJ)
- Coney Island Amusement Park (Weekly Shows)
- Usher World Tour 2011-12
- Jennifer Lopez World Tour 2012
- U.S. Military (Battlefield Effects and July 4th Fireworks Displays)
- Golden Nugget Casino, Atlantic City, NJ (2012 Grand Opening Fired from the Roof)
- New Jersey Special Olympics (Donate Multiple Annual Events)
- Red Bull: Annual complex in stadium close proximate pyrotechnic and special effect productions including choreographed lighting and LED board integration
- Dana Point, California July 4, 2016 through July 4, 2019

While we remain loyal to our ancestors approach to customer satisfaction, design, quality assurance and artistic integrity, we continue to innovate and expand year after year and are never content to rest on our laurels. We remain the largest manufacturer of display fireworks in the country and consistently introduce new products and concepts to our displays.

Our staff has grown with us and has become part of our extended family over the years. Our factory employees dozens of technicians who have more then twenty five years of direct manufacturing and display experience.

B. References

As per the RFP requirement, attached please find the completed reference form reflecting three clients who we have consistently supplied superior service to on an annual basis. Our family of clients continues to grow as we assure our existing customers remain satisfied while inviting new customers to join our family.

C. International Awards:

We have won multiple International World Fireworks Competitions and we still treat each display with the same care and attention regardless of scope and scale.

1. **1982 World Champions** – International Festival of Fireworks, Monte Carlo, France
2. **1983 Grand World Champions** – International Festival of Fireworks, Monte Carlo
 - a. Special Competition where 5 recent prior Champions competed in a best of the best competition. Garden State Fireworks, Inc. emerged victorious and was barred from future competition from event organizers as they indicated there was no competition as our skills were vastly superior to the industry and any future presence by us for many years would result in a lack of competitors willing to enter thus negatively impacting the event.
3. **1986 Silver Jupiter Award** – Montreal Canada
4. **1991 First Place** – San Sebastian, Spain (28th Annual Fireworks Competition)
 - a. People's Choice Award
5. **1994 First Place** – San Sebastian, Spain (31st Annual Fireworks Competition)

- a. Special Distinction Award (Juror's choice best show in 31 year history)
- b. People's Choice Award

II. Scope of Work: \$14,500.00 Fireworks Display

Garden State Fireworks, Inc. will comply with all aspects of your request for proposal. Our display format, offers a "turn-key" method and is comprised of the following assurances:

- Fireworks as selected per the enclosed program and reference exhibit.
- Assistance in aesthetic design for special events.
- Production schedule outline.
- Pre-display site visit in compliance with NFPA recommendations.
- Acquisition of all necessary permits.
- All labor necessary to transport, install, discharge and remove your display.
- Safety equipment and personnel in conformation with the requirements of agencies having jurisdiction including trained pyrotechnicians as currently required by law and site representative for meetings and coordination of the display.
- All trucking and transportation of equipment and material; including transportation permits.
- Technicians have met DOT regulations and carry current health cards and CDL licensing.
- All pyrotechnic devices have mandatory EX numbering as required by the Bureau of Explosives and the DOT for transportation on any roadway and/or waterway.
- Proof of State and Federal licenses.
- Insurance coverage in the amount of \$5,000,000 with sponsor as additional insured; mandatory Surety Bond, vehicle insurance in the amount of \$5,000,000, as required by the DOT.
- Coverage of all GARDEN STATE employees under Interstate Workers
- Compensation and Employers Liability Insurance

A. Approach to Display for Doral Glades Park

The display will be fired in a traditional manual fire format. This is not a musically choreographed computer fired display. The display is being designed with a focus on aerial shells to maximize the footprint in the sky to reach as much of the local audience as possible so that they can enjoy the display from their own homes. The display will last a minimum of 15 to 18 minutes in duration.

B. Technology and Equipment

1. **Mortars:** Garden State Fireworks uses the highest quality launch mortars available to the industry. We manufacture our own launch mortars from HDPE to exceed N.F.P.A regulations for structural integrity and safety. Mortars are routinely inspected prior to loading for quality assurance.

2. **Materials:** As per the information supplied in our exhibit "A" we use the highest quality import fireworks available from China and Japan. We are also very proud to include our own fireworks manufactured at our New Jersey factory in the tradition of our ancestors. Our experience in manufacturing allows us to inspect our import products with a complete understanding of safety and quality assurance. We import a very diverse library of effects in hundreds of color combinations and effects as covered in a condensed version in the attached Exhibit "A." We also continue to innovate our own products to create the most unique effects and breathtaking displays available.

C. Experienced Professional Staff:

Garden State Fireworks will staff your event with one (1) Lead pyrotechnician with ten or more years of experience and three (3) experienced support pyrotechnicians. A second in command pyrotechnician with more than five years of experience comprise part of the crew.

1. Production Designer: Christopher Santore

The designer for the display will be Christopher Santore. Chris Santore is a family member and fourth generation pyrotechnician and has apprenticed and trained in the family art and business since his youth. He has extensive experience in all aspects of pyrotechnic design and execution. Additionally, Mr. Santore will be the lead choreographer and designer of the display. Mr. Santore has designed hundreds of complex musically choreographed displays, computer fired displays and electrically fired displays for venues across the country.

Mr. Santore has over 30 years of experience in manufacturing, displaying and designing fireworks displays. He has designed displays ranging from complex multi-barge location productions, to compelling close proximate pyrotechnics for stadiums and building rooftops.

Chris Santore has extensive experience designing and executing high profile, complex, musically choreographed displays around the country. He has designed, choreographed and executed one of the largest displays in the country for the July 4th display for our nation's capitol in Washington D.C. annually since 2013. He has choreographed complex barge fired displays on the shores of the West Coast and East Coast. He has worked hard to master the craft of ensuring the choreography of our displays is tangible to the audience. He is passionate about making the visuals and music match at a level that exceeds expectation. He has been privileged to design and choreograph the display for the City of Doral for nearly a decade and treats each display with an effort towards exceeding our prior performances.

2. Lead Pyrotechnician: Gary Kearney

The lead pyrotechnician for this production would be Gary Kearney. Gary has been with our company for more than twenty years and has extensive experience in all aspects of display set up and execution. He has extensive experience firing manual and electrically fired displays and knows how to manage time and resources effectively to complete the task at hand.

Additionally, Gary has been the lead technician on a Holiday Lights and Ice Display several years ago in the City of Doral.

D. Operating Schedule:

We will require two days to install mortars and load and finalize live materials by 4pm of the day of the event as requested in the RFP. Equipment will be set up on July 3rd. Live fireworks will not be on location at Doral Glades Park until July 4th at 8 a.m.

E. City of Doral's Responsibility:

The City of Doral's requirement is to provide adequate security from July 4th morning through completion of the event and to ensure the perimeter is secured and maintained at a minimum of 450 feet for the displaying of the five inch shells in the program. Doral will also be responsible for ensuring the FAA and Miami International Airport provide approval for the display.

F. Training and Safety Precautions:

Our staff members are all trained directly by our senior pyrotechnicians each exceeding twenty five years experience in manufacturing display shells, installing mortars and executing firework displays. As active members of the American Pyrotechnic Association lead pyrotechnicians also attend annual seminars and training courses to ensure continuing education on safety and the expanding complexities of the industry. We focus on compliance with NFPA guidelines for audience distances and safety perimeters and we work closely with local police, fire officials and coast guard to ensure the safest environment possible.

Material List

Arrayal

DORAL FLORIDA
JULY 4, 2020

Opening:

<u>40</u>	3"	<i>Red Comets, Titanium Reports & Finale</i>
<u>8</u>	4"	<i>Bumper Harvest Shell</i>
<u>4</u>	4"	<i>Spangle Chrysanthemum</i>

Body:

<u>120</u>	3"	<i>Assorted Chrysanthemum Peony & Reports</i>
<u>144</u>	4"	<i>Santore Bros. Special Multi-break & Custom Designer Chrysanthemum</i>
<u>72</u>	5"	<i>Assorted Chrysanthemum Report</i>

Grand Finale:

<u>60</u>	3"	<i>Assorted Colors and Reports</i>
<u>60</u>	3"	<i>Colors and Multi Salute 450 color and salute effects</i>
<u>60</u>	3"	<i>Assorted Color and lightning Flashes 4,500 Crackling Effects</i>
<u>60</u>	3"	<i>Assorted Color Strobing Stars 3,000 Bright Flashes</i>
<u>60</u>	3"	<i>Titanium Report</i>
<u>12</u>	4"	<i>Assorted Chrysanthemum and Peony</i>
<u>8</u>	5"	<i>Glittering Silver Color Changing Red, White and Blue</i>

Total Production Price:

\$14,500.00

Display Duration:

Approximately 15-18 Minutes

“Exhibit A”
Display Shell and Effect Descriptions

The following list is a reference of the shells and variety of effects that will be used in the display and corresponds to the pieces itemized in the cost proposal. Garden State Fireworks is proud to be the largest manufacturer of display fireworks in the country. We continue to innovate, design and manufacture our own products at our facility in New Jersey to incorporate in our displays. We also use our 100 plus years of experience to research, design and purchase the highest quality and largest selection of import products from China and Japan. We also use our manufacturing knowledge to perform rigorous quality and safety testing on all imported products.

****Special Note:**

More than fifty percent of the display shells fired in the display and listed below include a rising silver or color tailed tracer that follows the shell from launch to break. We purchase display shells at an additional premium to include a fancy rising tail to create absolute continuity of sky coverage. As each display shell has a 2-4 second lift time the absence of a tracer effect creates a dark sky. The premiums of our designs eliminate the lag time to create constant sky coverage and momentum.

The following List of Materials is a condensed version of our extensive library of effects that will be displayed in your program. Color combinations within individual effects as well as transformation color changing effects expand the list below to hundreds of varieties.

2 ½” Assorted Display shells:

Red Peony

White Peony

Blue Peony

Green Peony

Variegated Peony

Yellow Peony

Purple Peony

Red White and Blue Peony

Titanium Report (Salute/Noise)

3” Assorted Color and Report Shells:

Red Peony

White Peony

Red White And Blue Peony

Green Peony

Yellow Peony

Titanium Reports

Multi-Salutes

Silver Peony

Red and Blue Wave
Color Changing Peonies
Flash Reports
Spiders
Aqua Peony
Variiegated Chrysanthemums
Ring Patterns

Blue Peony
Purple Peony
Golden Willow
Crackling Chrysanthemum
Rainbow Peony
Tiger Tails
Multi Color Combinations

4" Assorted Color and Fancy Aerial Shells:

Red Peony
White Peony
Blue Peony
Red White And Blue Peony
Green Peony
Yellow Peony
Lemon Peony
Orange Peony
Aqua Peony
Rainbow Peony
Multi Color Combinations
Titanium Reports
Multi-Salutes
White Strobe
Red Strobe
Color Changing Peonies
Flash Reports
Spider Webs
Whistling Shells
Variiegated Chrysanthemums
Wave Ring Patterns
Golden Strobe
Purple Peony
Golden Willow

Brocade Chrysanthemum
Crackling Chrysanthemum
Crackling Rain Willow
Tiger Tails
Red Wave
Green Wave
Colors w/Palm Core Centers
Peonies w/Fancy Center Pistils
Whistling Shells
Red Crossettes
Green Crossettes
Silver Palm Trees
Tourbillions & Serpents
Silver Crown c/c Green
Gold Kamuro c/c Blue
Red and Green Bees
Variiegated Fish
Thousands of Crackling Flowers
Colors to Crackling
Dragon Eggs
Glittering Willows
Color & Timed Reports
Hummer Shells
Gold Flitter

5" Assorted Color and Fancy Aerial Shells:

*****ALL COLORS AND EFFECTS LISTED ABOVE IN 4" DISPLAY SECTION**

Smile Face Patterns
Heart Shape Patterns
Lemon Crossette w/Strobe Pistil
Variiegated Strobes

Thousands of Flowers
Red Falling Leaves
Blue to White Flashing Willow
Half Red and Half Blue Peony

Half Purple/Half Yellow Peony
Green Coconut Tree
Aqua Crossette
Whirl Flower w/Strobe Pistil
Three Color Changing Peonies

Glittering Gold to Purple
Red and Blue Wave
Green and Blue Wave
White w/Red Pistil
Purple w/Green Pistil

III. Availability:

Garden State Fireworks hereby confirms we are available and ready to execute your display per the requirements. Garden State Fireworks does not require sub-contracted or outside support beyond the expectations of the City of Doral to secure the safety perimeter. Our main office in New Jersey is prepared to deliver the display to our satellite facilities in Florida upon awarding of the contract.

Exhibit "C"

Insurance Requirements

Exhibit "C" - Insurance Requirements

I. **Commercial General Liability**

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Completed Operations \$1,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement
 - Explosion, Collapse & Underground Hazard

II. **Business Automobile Liability**

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non Owned Autos
 - Any One Accident \$1,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured

III. **Workers Compensation**

Statutory- State of Florida

Employer's Liability

- A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

A. Limits of Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$2,000,000

City of Doral listed as an additional insured

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.