

**SECOND AMENDMENT TO THE
AGREEMENT BETWEEN
THE CITY OF DORAL
AND
GARDEN STATE FIREWORKS, LLC.
FOR
4TH OF JULY FIREWORKS**

This Second Amendment to the Agreement between the **CITY OF DORAL** ("City") and **GARDEN STATE FIREWORKS, LLC.** ("Provider") executed this 14th day of May 2024, is made a part of the original Agreement between the parties dated June 25, 2018 (the "Agreement"), between the City and Provider attached hereto as Exhibit "A". The City and Provider hereby agree as follows:

RECITALS

WHEREAS, the City issued and awarded Request for Proposals (RFP) #2018-07 to Provider to provide fireworks display for the City's annual Independence Day event for a period of five (5) years, which expired in June 2023; and

WHEREAS, pursuant to Resolution No. 22-208, the City approved an extension of the Agreement with Provider for an additional one (1) year period as a result of Doral Central Park being closed for construction; and

WHEREAS, pursuant to Resolution No. 24-105, the City approved an extension of the Agreement with Provider for an additional one (1) month as a result of Doral Central Park remaining closed for construction; and

WHEREAS, upon the City's request, Provider provided proposals to the City for a firework display for the main Independence Day Celebration event at Trump National Golf Course Doral, and secondary fireworks display at Doral Glades Park, copies of which are attached hereto as Composite Exhibit "B" and incorporated herein by reference; and

WHEREAS, the City and Provider now wish to amend the original agreement through this Second Amendment to provide for the fireworks displays at Trump National Golf Course Doral and Doral Glades Park, to add an additional one-month renewal term, and to exercise the same.

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

1. **EFFECTIVE DATE.** The effective date of this Second Amendment shall be June 24, 2023.
2. **AMENDING TERM.** Section 2.1 "TERM/COMMENCEMENT DATE", is hereby deleted in its entirety, and substituted with the following language:
 - 2.1 This initial Agreement shall become effective on June 25, 2018, and shall remain in effect for an initial three (3) year term, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this Agreement for three (3) additional one (1) year periods as well as a final one (1) month

option to extend. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a city prerogative, and not a right of the Provider.

Except as modified herein, all other terms and conditions of Section 2 of the original Agreement shall remain in full force and effect.

3. **EXTENSION OF TERM.** The parties hereby agree to renew the Agreement for one (1) month as of the Effective Date of this Second Amendment.
4. **AMENDING SCOPE OF SERVICES/DELIVERABLES.** The parties hereby agree that for the renewal term set forth in Section 3 of this Second Amendment, the Provider shall provide the Services set forth in composite Exhibit "B" which is attached hereto and incorporated herein by reference ("Services").
5. **ADDITIONAL COMPENSATION.** In exchange for Provider providing the Services set forth in Composite Exhibit "B", the City shall pay Provider a lump sum of \$70,000.00, which amount represents the following:

Fireworks Display at Trump National Golf Course Doral	\$51,500.00
Fireworks Display at Doral Glades Park	\$18,500.00

Except as specifically modified herein, all terms and conditions of Section 3 of the original Agreement, titled "Compensation and Payment" shall remain in full force and effect.

6. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.
7. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this Second Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement, or provision contained in any other document or attachment, including but not limited to Exhibit "A" and Composite Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in duplicate on the day and year last written below.

[SIGNATURE PAGE TO FOLLOW]

Attest:

CITY OF DORAL



Connie Diaz, City Clerk



Kathie Brooks, Interim City Manager

Date: 5/22/2024

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



Greenspoon Marder, LLP
Interim City Attorney

PROVIDER Garden State Fireworks, Inc.

By: 

Its: CEO

Date: 5/14/24

City of Doral

EXHIBIT "A"

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

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

RECITALS

WHEREAS, On March 9, 2018, Request for Proposals #2018-07, “Fourth of July Fireworks Display” was advertised for the provision of providing the City’s 4th of July Fireworks Display; and

WHEREAS, Three (3) proposal submittals were received on April 2, 2018 with all three proposals meeting the required criteria set forth in the RFP; and

WHEREAS, the City Council awarded Request for Proposals #2018-07 “Fourth of July Fireworks Display” to Garden State Fireworks Inc., through Resolution No. 18-xxx; and

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

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 Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference.
- 1.2 The “Scope of Services” includes a Service Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years from the date of execution of Agreement, unless earlier terminated in accordance with

Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for two (2) additional one (1) year periods. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.

2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

A lump sum amount not to exceed \$45,000.00 per fiscal year regardless of the number of hours or length of time necessary for the Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment(s) 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 Scope of Services. 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. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 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).

6. **Provider's Responsibilities.**

- 6.1 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 or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, 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.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider for any reason. Cause shall not be defined as a failure on the part of Provider to: follow the reasonable Project directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Project, whichever is less; and/or abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 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 8.4.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the

date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". 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.

9.2 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.

10. **Nondiscrimination.**

10.1 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, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

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

11.1 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.

11.2 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.

12. **Indemnification.**

12.1 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. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 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.

13. **Notices/Authorized Representatives.**

- 13.1 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: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

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

14. **Governing Law.**

14.1 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.

15. **Entire Agreement/Modification/Amendment.**

15.1 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.

15.2 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.

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

16.1 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.

16.2 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.

16.3 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.

16.4 In addition to other contract requirements provided by law, 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.

17. **Nonassignability.**

- 17.1 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.

18. **Severability.**

- 18.1 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.

19. **Independent Contractor.**

- 19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor 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.

20. **Representations and Warranties of Provider.**

- 20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
 - 20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 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;

20.1.3 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

20.1.4 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.

21. **Compliance with Laws.**

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

22. **Non-collusion.**

22.1 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.

23. **Truth in Negotiating Certificate.**

23.1 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.

24. **Waiver**

24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 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.

27. **Force Majeure.**

27.1 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, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

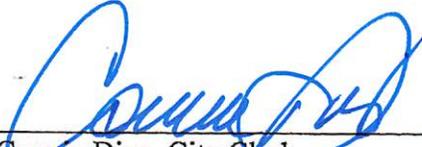
28. **Counterparts**

28.1 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.

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

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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL


By: _____
Edward Rojas, City Manager
Date: 6.25.18

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



Weiss Serota, Helfman, Cole, & Bierman, PL
City Attorney

GARDEN STATE FIREWORKS, INC.

By: August N Santore
Its: Vice President
Date: June 13, 2018

Exhibit "A"

Scope of Services

SCOPE OF SERVICES

1. The fireworks display shall be twenty to twenty- five (20-25) minutes and offer a minimum of 6,800 rounds.
2. Providing weather permits, fireworks shall be furnished for display on July 4, 2018 and on Independence Day each year thereafter for the length of this contract. 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 provide a detailed proposal for the annual firework display six (6) months prior to the event date listing the description and quantities of shells as well as the length of the display. The City of Doral Parks and Recreation Department shall review and approve the proposal.
4. 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, Provider to supply cellular phone.

5. Provider must store own fireworks, as approved by Miami-Dade County Fire Department. Provider must secure all federal, state, and local level permits.
6. Provider shall contact the Federal Aviation Administration (FAA) 6 hours prior to the event to ensure safety of airplane path during firework display and meet any other FAA requirements/approvals. Details of display and any other pertinent information must be provided to the FAA 4-5 months in advance for approval.

Provider shall also contact neighboring Miami International Airport 20 minutes prior to display.

7. Fines (if any) assessed by any oversight agency (ex. Miami-Dade Fire, FAA...etc.) will be the responsibility of the Provider to pay. The City will not be responsible for paying any fines incurred by the Provider and will not approve any invoice for the scope of work requested in this solicitation that includes fees for fines assessed to the Provider.
6. The Provider will remain onsite and be responsible for securing all display materials and equipment throughout the duration of the display set up, including but not limited to overnight supervision.
7. Provider must be prepared for inspection(s) each year on July 3rd at a time agreed upon between Provider, City of Doral Parks and Recreation Department staff and Fire Chief or Designee. On event day, Provider agrees to have fireworks display completely set up no later than 4:00 p.m. Setup may begin three days prior to event date.
8. Provider shall be responsible for all cleanup and removal immediately after the fireworks display of all debris including but not limited to unexploded fireworks, frames, sets, mortars and lumber. The Provider shall also inspect the display area at sunrise following morning to ensure all debris has been collected. Provider will be responsible for the proper disposal of all debris collected.
9. The display site shall be at Doral Central Park, 3000 NW 87th Avenue Doral, Florida. The display shall take place on, July 4, 2018. Future displays will take place on the 4th of July at a time designated by the Parks & Recreation Department.
10. There is no electrical set up on site. Provider shall be responsible for the electricity required for the show. The program should be electronically fired. The entire show must be pre-loaded, with a mortar for every shell.
11. Provider must work with the City to coordinate the musical soundtrack for the firework display. Music chosen must not contain any offensive language or profanity and must be approved by the City of Doral at least 2 months prior to the event. The City reserves the right to make changes to the music selected.

12. The Provider will be responsible for coordinating with the City's sound company to ensure the correct syncopated timing for the musical soundtrack used during the firework display.
13. 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.

Performance Schedule

Announcements beginning at:

- | | |
|-----------|--|
| 9:00 p.m. | Event Opening Ceremonies* |
| 9:20 p.m. | City of Doral Display + Fireworks Display Opening (coordinated to music) * |
| | - Body |
| | - Grand Finale |

*The City of Doral reserved the right to make any necessary changes to the performance schedule.

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 RFP 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. Provider's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the City Manager.

Contract Alterations

The City reserves the right to delete, add or revise items and services under this RFP at any time during the contract period when and where deemed necessary. 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.

Assignment

Provider shall not subcontract any of the work as a whole or in part thereof without the written consent of the City, nor shall the Provider assign any monies due or to become due to him hereunder, without the previous written consent of the City Manager.

Compliance with Occupational Health & Safety

Provider certifies that all materials, equipment, etc., for this work meets all O.S.H.A. requirements. Provider further certifies, that 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 bid/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.

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.

Debris

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

Protection of Property

The Provider shall at all times guard against damage or loss to the property of the City of Doral or that of other Providers or contractors, 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.

Safety Regulations

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

Exhibit "B"

Insurance Requirements

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.

City of Doral

EXHIBIT "B"

CITY OF DORAL
July 4th FIREWORKS DISPLAY PROPOSAL
(At Trump National Golf Course, Doral)



GARDEN STATE FIREWORKS, INC.

383 CARLTON ROAD

MILLINGTON, NJ 07946
(800) 999-0912

INFO@GARDENSTATEFIREWORKS.COM

CSANTORE32@GMAIL.COM

I. Qualifications and Experience (Tab 3)

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, 2023 Washington D.C. National Mall (Returning July 4, 2023)
- 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)
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- Princeton University (Annual Reunion Events since 1996)

- Trump National Golf Courses (Annual Events Bedminster, NJ and Colts Neck, NJ)
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- Jennifer Lopez World Tour 2012
- U.S. Military (Battlefield Effects and July 4th Fireworks Displays)
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- 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 and returning July 4, 2022

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
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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 (Tab 4) DISPLAY PRICE: \$51,500.00

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

Pyromusical displays are the highest form of the pyrotechnic art. The emotional impact of the combination of sight and sound reaches intensity levels that most mediums cannot dream of and we treat it accordingly. Our many years of delivering such displays have helped us hone our craft in such a way that from the first beat of the music we grab the audience and pull them on a roller coaster ride of sensory overload.

- 1. A 'Sound' Approach:** Our approach to a musically choreographed display is driven by an intense focus of interpreting the soundtrack in a clear emotionally connected visual that the audience can readily perceive. We firmly believe that the soundtrack and music drive the display and not the other way around. We work closely with the client to ensure a soundtrack is built that encompasses a full range of tones, tempos and themes in an arrangement that will create a seamless and coherent production.
- 2. In House Sound Studio:** We do not outsource the production of the soundtrack. We will work to build the soundtrack in our studios from the ground up and select, edit and arrange the music while visualizing the overall arc and design of the production. We

welcome soundtrack input and will work together to create the final soundtrack that will serve as the foundation of an artistic and powerful presentation.

3. Painstaking Design Philosophy:

We invest up to four hours of choreography and design per minute of soundtrack. We pay close attention to the relationship of one effect to another and are constantly aware of how each segment flows into the next. Our vision for our displays is to always incorporate the full range of our unique library of manufactured and imported effects.

4. Synchronization:

Garden State Fireworks, Inc. has extensive experience synchronizing pyromusicals. We will work closely with the sound company to interface their sound system with our computer firing systems.

B. Technology and Equipment

We have a strong focus on large scale complex computer fired pyromusical productions as we are passionate about this unique art form. We utilize state of the art firing equipment and a diverse library of effects to interpret the soundtrack.

- 1. Hardware Firing Systems:** We will use Fire One brand computer firing systems to execute the display. Fire One is the industry leading computerized firing system and is the most powerful system available on the market. For electrically fired, pre-loaded displays as required in this RFP, Garden State uses this state of the art firing system built for speed of installation, safety and accurate firing of circuits to insure coordination of the scripted design.
- 2. Software Systems:** We use state of the art sound editing software and the leading computerized choreography and firing software systems on the market. The software allows us to 'zoom' in on the visual wave lengths of the audio file to accurately place effects on very specific beats.
- 3. Shell Database:** To utilize the state of the art choreography suite we employ in our productions, an accurate database of the detailed information of the shells themselves is essential. To choreograph music and fireworks you must know exactly how long it takes for an effect to get from the mortar to the bursting point at its apex. Without this critical data the rest of the technology and design efforts is moot. We have spent years building our database with accurate details of how long it takes for each specific brand, size and effect to complete its full course of ignition, burst, and effect duration. We use this data to present the most accurate displays in the industry.
- 4. 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.

5. **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 six (6) experienced support pyrotechnicians. A second in command pyrotechnician with more than five years of experience comprise part of the crew.

1. Production Manager/Choreographer: Christopher Santore

The choreographer 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 studied music and is fluent in sound editing software and has a firm grasp on the essential components of a strong soundtrack. His knowledge of music and sound editing allows him the freedom to build custom soundtracks all with a trained ear and eye to the marriage of the accompanying visual pyrotechnic effects.

His extensive understanding of the manufacturing process and product performance is unmatched by any choreographer in the world having grown into the business since his childhood. This provides him a virtual library of effects, critical timing points in his mind like an immediate encyclopedia for reference. Mr. Santore has over 25 years of experience in manufacturing, displaying and designing fireworks displays. He has designed displays ranging from complex multi-charge 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 charge 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: Jose Santamaria

The lead pyrotechnician for this production would be Jose Santamaria. Mr. Santamaria has been with our company for more than thirty years and has extensive experience in all aspects of display set up and execution. He has extensive experience firing complex computer fired pyromusicals and knows how to manage time and resources effectively to complete the task at hand.

D. Operating Schedule:

We will require two days to install mortars and load and finalize live materials by afternoon of July 4th. Equipment install will take place at 5pm on July 3rd and live fireworks install will take place on July 4th at 7 a.m.

E. City of Doral's Responsibility:

The City of Doral's requirement is to provide and coordinate access to Trump National Golf Course for 5pm on July 3rd for equipment set up, and for 7 a.m. on July 4th live fireworks. Adequate security must be in place from July 4th morning to ensure no persons can enter the display set up area on the driving range. Security must also be placed on the evening of the event to ensure the perimeter is secured and maintained in accordance with the site plan.

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. Our electrical firing systems and mortar construction allow for a safe and controlled environment for both our operators and the spectators. 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

OPENINGROUNDS TOTAL: 1,476

Portions of opening to consist of flights

DESCRIPTION OF SHELL	REFERENCE TO LITERATURE	QTY
408 Shot Peacock Fan	**See Exhibit "A"	2
100 Shot of Color & Reports	**See Exhibit "A"	3
72 shot RWB Peony	** See Exhibit 'A'	1
2 ½" Variegated Peony Shell	**See Exhibit "A"	60
2 ½" Titanium Report Shells	**See Exhibit "A"	60
3" Colorful Crackling Shells	**See Exhibit "A"	60
3" Chrys. and Reports	**See Exhibit "A"	60
4" Assorted Color Shells	**See Exhibit "A"	36
5" Assorted Color Shells	**See Exhibit "A"	12

Company Name: Garden State Fireworks, Inc.**(CONT.)**

BODY:ROUNDS TOTAL: 7,953

DESCRIPTION OF SHELL	REFERENCE TO LITERATURE	QTY
100 Shot Colorful Crossette	**See Exhibit "A"	3
665 Shot Green Strobe Willow	**See Exhibit "A"	1
665 Shot Gold Strobe & Blue	**See Exhibit "A"	2
408 Shot Z-Fan Wave	**See Exhibit "A"	4
88 Shot Glitter Mine w/Red	**See Exhibit "A"	2
372 Shot Gold Willow Red	**See Exhibit "A"	2
88 Shot Blue to Brocade	**See Exhibit "A"	2
100 Shot Dragon Eggs	**See Exhibit "A"	2
100 Shot Blue Fish Dancing	**See Exhibit "A"	2
100 Shot Whirl Flowers	**See Exhibit "A"	2
200 Shot Whistling Dragons	**See Exhibit "A"	2
300 Shot Dragon Phoenix	**See Exhibit "A"	1
500 Shot Brocade Crackling	**See Exhibit "A"	1
300 Shot Red Sun	**See Exhibit "A"	1
3" Asst Color & Report Shells	**See Exhibit "A"	340
4" Asst. Fancy Aerial Shells	**See Exhibit "A"	270
5" Asst. Fancy Aerial Shells	**See Exhibit "A"	220

Comments: Our firing systems allow us to deliver complex multi-tiered segments featuring highly coordinated tapestries of colors and effects covering the sky from floor to ceiling. Pacing will include constant volleys of effects ranging from 4 to 12 simultaneous 3" to 5" shells accompanied by low level effects.

Company Name: Garden State Fireworks, Inc.**(CONT.)**

PRICE PROPOSAL WORKSHEET**FINALE:**

ROUNDS TOTAL: 3,218
Specify configuration of flights,

DESCRIPTION OF SHELL	REFERENCE TO LITERATURE	QTY
100 Shot Color & Reports	**See Exhibit "A"	6
665 Shot Report Peacock	**See Exhibit "A"	2
408 Shot Red Z-Fan Wave	**See Exhibit "A"	2
2 ½" Assorted Display Shells	**See Exhibit "A"	100
3" Assorted Display Shells	**See Exhibit "A"	100
3" Red White Blue & Reports	**See Exhibit "A"	100
3" Titanium Report Shells	**See Exhibit "A"	100
4" Assorted Wave Shells	**See Exhibit "A"	36
5" Assorted Color Shells	**See Exhibit "A"	36

Total Pieces 12,647

SUBTOTAL - FINALE

Comments: Our rapid fire finale is our signature to the performance. The volume and speed of effects are accentuated by the layering design that covers the sky in a blistering pace with effects fired simultaneously from multiple locations.

Total Production Price:

\$51,500.00

“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.

Multi-shot Cake Effects:

Effects Listed in the Cost proposal ranging from 88 shots to 665 shots are self-contained repeater units custom designed by Garden State Fireworks and manufactured to the highest quality standards. Effects repeat in a variety of multiple angled simultaneously fan shapes, or elaborate zig-zagging wave configurations. Shots range from 1.5 inches to 2 inches and create ground to sky coverage to be coordinated with aerial display shells.

****Special Note:**

The majority 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.

Exhibit “A” (Continued)

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	Yellow Peony
White Peony	Purple Peony
Blue Peony	Red White and Blue Peony
Green Peony	Titanium Report (Salute/Noise)
Variegated Peony	

3” Assorted Color and Report Shells:

Red Peony	Flash Reports
White Peony	Spider Webs
Blue Peony	Aqua Peony
Red White And Blue Peony	Variegated Chrysanthemums
Green Peony	Ring Patterns
Yellow Peony	Purple Peony
Titanium Reports	Golden Willow
Multi-Salutes	Crackling Chrysanthemum
Silver Peony	Rainbow Peony
Red and Blue Wave	Tiger Tails
Color Changing Peonies	Multi Color Combinations

4” Assorted Color and Fancy Aerial Shells:

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

**Star Shape Patterns
Sky Waterfall
Silver Crossette
Crackling Crossette
Sea Blue Peony
Purple Bees
Varigated Falling Leaves
Thousands of Red White & Blue
Pink Peony
Four Color Changing Peonies
Red Coconut Tree
Aqua to Lemon w/Lemon to
Aqua Pistil**

**Lemon to Purple w/Purple to
Lemon Pistil
Red Dahlia w/White Strobe
Aqua Dahlia w/Red Strobe Pistil
Red to Silver Wave w/Blue Pistil
Nishiki Kamuro Niagra Falls
Red Strobing Nishiki Kamuro
Reddish Gamboge to Green
Blue Circle with Twice
Crackling Pistil
Multi Color Cycas
Lemon w/Magenta Circle**

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



GARDEN STATE FIREWORKS, INC.

383 CARLTON ROAD

MILLINGTON, NJ 07946
(800) 999-0912

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- Red Bull: Annual complex in stadium close proximate pyrotechnic and special effect productions including choreographed lighting and LED board integration
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- 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.

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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 on July 3rd. Equipment will be set up on July 2nd. Live fireworks will be on location at Doral Glades Park beginning July 2nd at 10 a.m.. City of Doral will provide security for the fireworks delivery truck and fireworks display launch site for the overnight period from 4pm July 2nd to 8 a.m. on July 3rd. City of Doral will also provide 26 hour continuous security from July 3rd at 4pm to July 4th at 6pm. Live fireworks will begin being loaded at Doral Glades Park on July 3rd at 8 a.m. and will be completed by 12 noon on July 3rd. The crew will then focus all resources on the main production at Trump National Golf Course and will not return to Doral Glades Park until 6pm on July 4th to be ready to fire the display at 9:20pm.

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, 2024

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>114</u>	4"	<i>Santore Bros. Special Multi-break & Custom Designer Chrysanthemum</i>
<u>52</u>	5"	<i>Assorted Chrysanthemum Report</i>

Grand Finale:

<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>40</u>	3"	<i>Titanium Report</i>
<u>8</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:

\$18,500.00

Display Duration:

Approximately 14 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
Variegated 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
Variegated 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
Variegated 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

Variegated 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 and secure the fireworks delivery truck from arrival on July 2nd to completion on July 4th. Our main office in New Jersey is prepared to deliver the display to our satellite facilities in Florida upon awarding of the contract.

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
 BIRMINGHAM, ALABAMA 35215
 PHONE: (205) 854-5806
 FAX: (205) 854-5899

POST OFFICE BOX 94067
 BIRMINGHAM, ALABAMA 35220
 EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 414045

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000016477-13

NAMED INSURED Garden State Fireworks, Inc.
 New Vernon Fireworks
 P.O. Box 403
 Millington, NJ 07946

POLICY TERM March 1, 2024 to March 1, 2025; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
 The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
 ADDITIONAL INSURED(S)**

**CITY OF DORAL
 8401 53RD TERRACE
 DORAL, FLORIDA 33166**

**TRUMP ENDEAVOR 12 LLC
 THE DONALD J. TRUMP REVOCABLE TRUST DATED APRIL 7, 2014
 THE TRUMP ORGANIZATION, LLC.**

**CITY OF DORAL ET AL
 MIAMI DADE FIRE RESCUE
 DORAL GLADES PARK**

DISPLAY LOCATION

TRUMP NATIONAL GOLF COURSE
 DORAL, FLORIDA

DISPLAY DATE(S)

JULY 4, 2024

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

MAY 8, 2024

DATE OF ISSUE


A.J. STRINGER, PRESIDENT

RESOLUTION No. 24-105

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE EXISTING AGREEMENT WITH GARDEN STATE FIREWORKS INC. FOR THE PROVISION OF FIREWORKS DISPLAYS FOR THE INDEPENDENCE DAY EVENTS FOR A ONE (1) MONTH PERIOD IN AN AMOUNT NOT TO EXCEED \$70,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Request for Proposals (RFP) #2018-07 was issued and awarded in May 2018 (Reso. No. 18-78) to award Garden State Fireworks Inc. to provide the firework display for the City's annual Independence Day event for a period of five years which expired June 25, 2023; and

WHEREAS, the City approved a one (1) year extension (Reso. No. 22-208) which expires June 25, 2024; and

WHEREAS, the City's annual Independence Day event has been temporarily relocated to Trump National Doral due to Doral Central Park being under construction; and

WHEREAS, Garden State Fireworks, Inc has been in good standing with the City and has provided excellent service throughout their agreement, has accommodated the change in location and specifications, and is familiar with the requirements and restrictions at the Trump National Doral temporary location; and

WHEREAS, the City intends to advertise an RFP for these services once the event moves back to Doral Central Park for the 2025 event, when the park is fully open; and

WHEREAS, the City received proposals from Garden State Fireworks for the main display at the Independence Day event and the additional display at Doral Glades Park; and

WHEREAS, The City Manager respectfully requests approval from the Mayor and City Council to authorize to extend the existing agreement with Garden State Fireworks, Inc. for the provision of fireworks displays for the City's Independence Day events for a period of one (1) month at an amount not to exceed \$70,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Council hereby authorize the City Manager to execute a one (1) month agreement with Garden State Fireworks Inc. for the provision of providing fireworks displays for the City's Independence Day events in an amount not to exceed \$70,000.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 8 day of May, 2024.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

GREENSPOON MARDER, LLP
INTERIM CITY ATTORNEY