AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND GARDEN STATE FIREWORKS, INC.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Garden State Fireworks, Inc., a New Jersey corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".

B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

D. Insurance. Contractor shall comply with the insurance requirements in Exhibit "D".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings,

reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor’s receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons

for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

    a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

    b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

    c. Limitation of Liability. Notwithstanding any other provision of this Agreement, Contractor shall not be held liable for any failure on the part of its

subcontractor to provide the barge described in Exhibit "A". In such event, Contractor shall be entitled to its payment as outlined in Exhibit "C".

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

    The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

25. Time of Essence. Time is of the essence of this Agreement.

26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 9th day of April, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

GARDEN STATE FIREWORKS, INC.,
a New Jersey corporation

DocuSigned by:
August Santore
24190D6FB50C4AC...

By: _____
Name: August Santore
Title: Vice President

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney

EXHIBIT A

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. **CONTRACTOR'S DUTIES**

Contractor shall perform the following duties.

A. Permit Filings. Contractor shall apply for permits for the firing of pyrotechnics only from the Redondo Beach Fire Department, FAA, and USCG, if required.

B. Safety Equipment and Personnel. Contractor shall provide all required safety equipment and designate personnel in accordance with jurisdictional agency requirements, including California State Licensed Pyrotechnicians and a site representative for coordination and meeting purposes.

C. Storage and Delivery of Fireworks and Related Equipment. Contractor shall:

1. Provide comprehensive trucking and transportation services for all materials, ensuring compliance with transportation permit requirements.

2. Deliver fireworks and related equipment (the "Products") via secured Hazmat licensed box truck to a secure set-up location, as mutually agreed upon, no later than June 30, 2024.
3. Ensure the Hazmat Transportation Permit documents include the travel route of the truck and make them available to the City upon request.

4. Secure the Products outlined below inside the truck or transfer it to a secure area until the firing site is secured, and Contractor's licensed operator and/or the City Fire Department determines the fireworks display readiness.

   a. Itemized List of Equipment.
      i. Wooden 3" - 6" mortar rack and HOPE Mortar Guns constructed exceeding California State Fireworks Law Title 19 requirements and approved rack stabilization methods.
      ii. An electronic firing system with built in safeguards complying with California Fireworks Law.
      iii. All applicable modules, cables, connectors complying with California Fireworks Law.
      iv. E-match, quick match, and 22-2 low voltage zip wire to connect fireworks to firing strips and modules.
      v. Fire suppression equipment: Multiple 2.5-gallon pressurized water extinguishers, foil, and Visqueen (polyethylene plastic) for

fireworks display protection until display time in the event of inclement weather conditions.

vi. Total of 17,627 shells, pieces shots and effects as provided in the specified tables.

Opening:		
200	1"-2"	Assorted Multi-Break Special Effect Shells
20	3"	Assorted Star Shells
20	3"	Titanium Report
8	4"	Bumper Harvest Shell
8	5"	Spangle Chrysanthemum
8	6"	Color Changing Peony with Color Changing Pistol.
2	8"	Shell of Shells Chrysanthemum
Body:		
210	3"	Assorted Chrysanthemum Peony Pattern & Reports
225	4"	Santore Bros. Special Multi-Break & Custom Chrysanthemum
119	5"	Assorted Color Chrysanthemum & Report
78	6"	Large Spreading & Special Breaking Multi-Effect Shells
11	8"	Fancy Assorted Pastel Color
Special Effects:		**15/30MM**
6-200	shot	Assorted Falling Leaves
6-200	shot	Dancing Serpents
6-300	shot	Crazy Birds in flight
6-650	shot	Peacock Fan Assorted Colors
Enhancement Tableaus: **Crossetti:**		
100	1"-2"	Assorted Crossetti
20	3"	Assorted Crossetti
8	4"	Assorted Crossetti
4	5"	Assorted Crossetti
4	6"	Assorted Crossetti
Brocade:		
100	1"-2"	Brocade Crown Shells
30	3"	Brocade Crown Shells
12	4"	Brocade Crown Shells
4	5"	Brocade Crown Shells
4	6"	Brocade Crown Shells
1	8"	Brocade Crown Shells
Multi Salutes Tableau:		
100	1"-2"	Titanium Salutes with tails
30	3"	Color & Multi-Break Salutes
8	4"	Color & Multi-Break Salutes
8	5"	Color & Multi-Break Salutes
4	6"	Color & Multi-Break Salutes
1	8"	Color & Multi-Break Salutes
Grand Finale:		
350	1"-2"	Assorted Colors and Reports
30	2.5"	Assorted Color Star Shells

Grand Finale:		
60	3"	Assorted Fancy Colors and Reports
60	3"	Color and Lightning Flashes **4,500** crackling effects
60	3"	Assorted Color Strobing Stars **3,000** bright flashes
30	3"	Fancy Gold Spider
60	3"	Titanium Report
24	4"	Assorted Chrysanthemum and Peony
12	5"	Glittering Silver Color Changing Red, White and Blue
12	6"	Color Changing Chrysanthemum
3	8"	Silver Rain Chrysanthemum
3	8"	Chrysanthemum with Silver Palm Core

Notwithstanding the foregoing, product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

5. Perform one water-based fireworks production July 4, 2024 at a time designated by the City on the King Harbor Barge inside the City's harbor (the "Production").

6. Provide the Products, trained and licensed pyrotechnicians, shipping, set up, operation, strike, clean up and load out.

7. Provide the barge and tug, and coordinate with City designated staff for the Production to ensure that the City will carry out the scheduled inspections, as outlined in Section II.D. Contractor is not responsible for providing access ladder(s) for entry onto the barge from another vessel.

8. Submit a signed copy of the contract with the barge subcontractor, evidencing the reservation to the City by April 8, 2024, in order for the City to process the initial payment, as detailed in Exhibit C.

9. Remove all equipment and any live debris from the barge.

10. Comply with the attached Best Management Practices for barge-fired fireworks displays (Attachment "A-1"), which outline the efforts to minimize waterborne debris.

D. Aesthetic Design Assistance. Contractor shall offer professional assistance in the aesthetic design of the Production to meet the event's theme and sponsor's expectations.

E. Production Schedule Outline. Contractor shall provide a comprehensive schedule outlining initial planning to execution of the Production.

F. Pre-Display Site Visit. Contractor shall conduct a pre-display site visit in line with National Fire Protection Association (NFPA) recommendations to assess the venue and identify any potential safety or logistical concerns.

G. Labor. Contractor shall provide all labor to perform the services described herein.

H. Technician Qualifications. Contractor shall ensure all technicians comply with DOT regulations, including holding current health cards and Commercial Drivers Licenses.

I. Pyrotechnic Device Compliance. Contractor shall ensure all pyrotechnic devices utilized have the mandatory EX numbering as required by the Bureau of Explosives and the Department of Transportation, allowing for legal transportation on roadways and/or waterways.

J. Licensing. Contractor shall obtain and maintain State and Federal licenses for the handling and execution of pyrotechnic displays. Provide evidence of these licenses upon City's request.

K. Exclusion. Contractor is not responsible for monitoring City's other contractors, the public, or any facilities not directly related to the Production

II. **CITY'S DUTIES**

City will perform the following duties.

A. Security Measures. Provide sufficient security, barriers, and police services to secure the setup and discharge area, including a fallout zone, ensuring a safe launch and debris fall.

B. Permit Filing and Other Arrangements: Obtain all necessary permits, cover any related fees, and coordinate arrangements for public safety, including road closures and land use for the event or activity, as required by Local, Regional, State, or Federal authorities, excluding the permits specified in section I.A of Exhibit "A".

C. Storage and Delivery of Products. In the event the licensed operator, as described in Section I.C.4 is unable to assess the readiness of the fireworks display, ensure the Fire Department handles the responsibility.

D. Inspections. Conduct at least two inspections of the barge: The first will occur at the Port of Long Beach after the product is loaded, typically within 48 hours before the event, as part of the pre-departure precautions. The timing of this

inspection will be coordinated with Contractor's Lead Operator to ensure readiness of materials. The second will occur once the barge reaches the City Harbor to ensure the safety of the barge and equipment, and verify that the product's size and quantity and number on the barge match the details in the Fireworks Display Permit.

E. Monitor Clean-up. Oversee the removal of all the equipment and live debris from the Production area.

ATTACHMENT "A-1"

GARDEN STATE FIREWORKS, INC.
BEST MANAGEMENT PRACTICES FOR BARGE DISPLAYS

See the attached Best Management Practices

Garden State Fireworks, Inc.

Best Management Practices for Barge Displays

Our BMP for reducing pollutants for barge related displays are:

Set-Up Procedures:

1. Upon arrival, the Operator will inspect and clear the launch barge of all debris prior to setting up the launch platform pyrotechnic products and firework related equipment to minimize the amount of possible debris that enters into Surface Waters. Additionally, the Operator will inspect the launch barge for any safety concerns or leaks prior to setting up any pyrotechnic product or related equipment on the barge.
2.. The barge will be loaded and set-up with utmost care to best ensure that no equipment or pyrotechnic related products fall into the Surface Waters. Should pyrotechnic related product or equipment fall into Surface Waters, the Operator will undertake all efforts, to the extent practicable to immediately recover it.
3. The Operator will take all possible measures, to the extent practicable, to ensure that wires and other pyrotechnic related equipment or product used during the Fireworks Event are secured to prevent wire and other debris from falling into Surface Waters.
4. The Operator will computer fire the display with electric matches. Electric match wires will be anchored to the mortars so that they can't be pulled into the air and become water borne debris.
5. During set-up, the Operator will (to the extent practicable and without compromising safety protocol) continually collect debris (including paper, plastic bags and cardboard boxes) and secure it in order to avoid debris falling into Surface Waters.
6. The Operator will follow California State Fireworks Regulations, Title 19 to ensure that all mortars and mortar racks are assembled and secured to prevent malfunction of the equipment during the Fireworks Event.
7. We do not use fireworks that have plastic components in their construction. The fireworks casings are paper and there are no internal plastic components.
8. For our land based displays we typically use aluminum foil protective barriers on all mortars to prevent premature ignition that can be caused by heat from adjacent mortars. For our barge displays, to the extent where possible we do not use tinfoil barriers so this avoids extensive foil from becoming an additional debris. We may use minimal foil barriers on the grand finale but it is secured and any debris is cleaned up from the barge after the cool down period.
9. We computer fire the display with electric matches. Electric match wires are anchored to the mortars so that they can't be pulled in to the air and become water borne debris.
10. After the display, and after the required cool down time passes that allows safe inspection of the barge, all debris on deck of the barge will be collected prior to potential winds blowing any debris in the water.

EXHIBIT "B"

TERM AND TIME FOR COMPLETION

TERM. The term of this Agreement shall commence on April 9, 2024 and expire December 31, 2024, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

I. **AMOUNT.** Contractor shall be paid $103,171 for the work described in Exhibit "A" of this Agreement. Expenses incurred by Contractor in performance of this work shall be considered included in Section I of this Exhibit "C" and no additional compensation shall be provided.

II. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment. The invoices shall include the dates of service, description of services performed, location, equipment and products purchased, total amount, and if applicable, subcontractor costs. Copies of receipts, subcontractor invoices, and/or supporting documentation must be attached. Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. Contractor shall provide any other back-up material upon request.

III. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor as follows:

A. An initial payment of $70,671 shall be paid to Contractor by May 1, 2024, which shall constitute a 50 percent deposit for the fireworks show and the full cost of the barge rental.

B. The remaining balance of $32,500 shall be paid to Contractor the day of the fireworks show.

IV. **NOTICE.** Written notices to City and Contractor shall be given by email or registered certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Garden State Fireworks, Inc.
383 Carlton Road
Millington, NJ, 09746
Attention: August Santore, Vice President
Email: info@gardenstatefireworks.com

City: City of Redondo Beach
Community Services Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Kelly Orta, Deputy Director
Email: kelly.orta@redondo.org

All notices, including notices of address changes, provided under the Agreement are

deemed received on the second business day after email, and the third business day after mailing if sent by registered certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: $5,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: $5,000,000 per accident for bodily injury and property damage.

Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is fully executed. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.