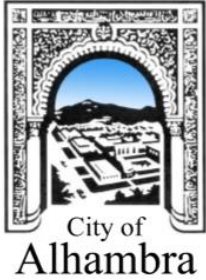


October 30, 2023

Dear Prospective Proposer:



111 South First Street
Alhambra
California 91801

The City of Alhambra invite potential contractors to present a proposal for pyrotechnics services at the City of Alhambra 2024, 2025 & 2026, 4th of July program with the City of Alhambra's City Manager or Designee having an option to renew the contract after each year. It is the City's intention to provide you with thorough and complete information regarding the scope of this service and to present an accurate description of the work needed so that you may successfully propose to deliver this service.

Submittal of your proposal assumes that you have thoroughly read the Request for Proposal and that you are familiar with service specifications listed in Exhibit "B" (Scope of Work) and that your company is an experienced and licensed pyrotechnics operator. It is understood that you have discovered no apparent discrepancies between the Scope of Work set forth in this RFP and your proposed plan to deliver such services.

The proposal invites qualified firms to provide pyrotechnics service for the City of Alhambra's Annual 4th of July Celebration on July 4, 2024, 2025 & 2026. The fireworks display will be fired from a designated area on the Alhambra Municipal Golf Course adjacent to Almansor Park. Almansor Park is located at 800 S. Almansor Street in the City of Alhambra.

Proposals must be received no later than 4:30 p.m., Thursday, November 27, 2023.

Mail or hand-delivered to:

City of Alhambra
Parks & Recreation Department
111 South First Street
Alhambra, CA 91801
Attention: Amanda Leonard, Recreation Supervisor

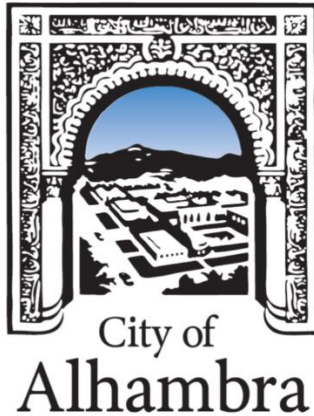
Or electronically to aleonard@cityofalhambra.org

If you have any questions, call (626) 570-3242 Monday through Thursday, 7:00 a.m. through 5:30 p.m.

Sincerely,



Amanda Leonard, Recreation Supervisor



**CITY OF ALHAMBRA
PARKS & RECREATION DEPARTMENT**

**November 14th, 2023
RFP2M23-27**

REQUEST FOR PROPOSALS (RFP)

FOR

**PYROTECHNICS SERVICE AND DISPLAY FOR ANNUAL
FOURTH OF JULY CELEBRATION**

**PROPOSALS ARE DUE NO LATER THAN
4:30 P.M. ON THURSDAY, November 27, 2023**

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**PYROTECHNICS SERVICE AND DISPLAY
FOR THE CITY OF ALHAMBRA ANNUAL FOURTH OF JULY**

GENERAL INFORMATION

The City of Alhambra is requesting proposals from professional pyrotechnics contractors, to provide a fireworks display show at the City of Alhambra's Annual 4th of July Celebration for 2024, 2025 & 2026 at Almansor Park, 800 S. Almansor St., Alhambra, CA 91801. The City of Alhambra's City Manager or Designee will have the option to renew the contract after each year. The pyrotechnics show is to begin promptly at 9:00 p.m.

The successful contractor must have a City of Alhambra business license that is current at the time of the show. Information on obtaining a business license can be obtained by contacting the City of Alhambra Finance Department Monday through Thursday, 7:00 a.m.–5:30 p.m., at (626) 570-5020 or by visiting the City webpage at <https://www.cityofalhambra.org/resources/business-license>.

The desired pyrotechnics display shall be a three-phase production (Opening Fanfare, Main Body of Program, and Grand Finale) coordinated to patriotic themed music as detailed in the Scope of Work: Exhibit "B".

A selection committee will review all proposals. In order to be considered for selection, a project proposal must incorporate all of the information required in this document.

Send proposals to:

City of Alhambra
Parks & Recreation Department
111 South First Street
Alhambra, CA 91801
Attn: Amanda Leonard, Recreation Supervisor

Proposals are due: no later than 4:30 p.m., Thursday, November 27, 2023

Submit original proposal in writing. Proposals delivered by Federal Express, courier, UPS or any other delivery service must be received before 4:30 p.m. on Thursday, November 27th, 2023.

Any questions regarding this Request for Proposal should be submitted in writing. Questions may be sent to Amanda Leonard, electronically at aleonard@cityofalhambra.org.

GENERAL REQUIREMENTS

- *Purpose* - The purpose of the Request for Proposals (RFP) is to solicit proposals from qualified companies interested in contracting with the City of Alhambra (hereinafter referred to as "City") to provide professional pyrotechnics display on July 4, 2024, 2025 & 2026.
- *City has the Option to reject all proposals* - The City may, at its sole discretion, reject any and all proposals submitted in response to this RFP. The City will not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The City reserves the right to waive any irregularities or informalities in any Proposal submitted or in the procedure. The City reserves the right to be the sole judge of the merits and qualifications of the services and/or items offered and the ability of Proposer to responsibly perform.
- *Contract Sum* - All proposals shall include a specific Cost Proposal Form for the pyrotechnics service being provided. The contract sum shall equal the unit cost of the Opening Fanfare, Main Body and Grand Finale of the display, and based upon the shell count described in the Bid Form of Exhibit "B" (Scope of Work) of this RFP. The Contract Sum shall be for a pyrotechnic display at Almanson Park on July 4, 2024, 2025, 2026.

Note: The City reserves the right to alter the Scope of Work prior to the beginning of the contract term. Although a firm's fixed price proposal will be submitted, the terms and conditions of the contract are subject to negotiation should the City alter the Scope of Work.

- *Contract Payment* - Payment to contractor will be made no more than Thirty- days (30) from the dated invoice of services rendered, provided that the contractor is not in default under any provisions of this agreement.
- *Term of Contract* - The term of contract will remain and continue in effect unless terminated earlier pursuant to the contract.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will also be required.

The City of Alhambra hereby ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, gender, or religion in any consideration leading to the award of contract.

- *Discrepancies and Misunderstandings* - Contractors must satisfy themselves by personal examination of the work site, Specifications, and other contract

documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No contractor will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies must be called to the attention of the City of Alhambra and clarified prior to the submission of proposals.

- *Examination of Contract Documents:* Each proposer shall fully acquaint himself with the conditions relating to the project so that he may fully understand the difficulties and restrictions attending the execution of the work under the contract. Proposers shall thoroughly examine and be familiar with the specifications. The failure or omission of any proposer to receive or examine any contract documents, addendum, or other document or to acquaint himself with the conditions existing shall not relieve any proposer from obligations with respect to his proposal or to the contract.
- *Interpretation of Documents:* If any person in doubt as to the meaning of any part of the contract documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the City a written request for an interpretation or correction thereof. Requests can be made electronically at aleonard@cityofalhambra.org. The person submitting the request shall be responsible for its prompt delivery. Any subsequent interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be faxed, mailed or delivered to each person receiving a set of contract documents. No oral interpretation of any provision in the contract will be made to any proposer.
 - *Legal Responsibilities:* All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any proposers submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provision, and requirements set forth, contemplated, and referred to in the specifications, and other contract documents, and shall agree to full compliance therewith.
 - *Proposer Interested in More than One Proposal -* No person, firm, or corporation will be allowed to make or file, or be interested in more than one proposal for the same work unless alternate bids are specifically called for. This restriction does not apply to formal proposals as a prime contractor.
 - *Award of contract:* any contract resulting from the Request for Proposals process will be awarded to the firm whose proposal meets or exceeds the requirements of the RFP and who is evaluated as offering the best advantage to the City of Alhambra. The City of Alhambra is under no obligation to enter into discussions or negotiations with any proposer, and

may accept and award a contract on the basis of the offer received in the proposal. Award of contract will be made to the most qualified firm, and will not be awarded solely on the basis of the lowest cost proposal. Cost, although an important component, is only one of several criteria being used to evaluate proposals. Criteria for award of contract will include, but is not limited to qualifications reputation, responsiveness, availability and experience of the proposer; quality of technical approach; qualifications and availability of proposed staff; cost/price proposal; financial qualifications of the proposer; and thoroughness of the proposal. Factors include competence, operational management and experience. The contractor is selected through a competitive negotiation process. The information presented in the written proposal, oral interview and firm's presentation will all be considerations.

In addition, the City is looking for a progressive organization whose key players are creative and problem solvers, possess an innovative approach to service provision, can meet or exceed established performance standards, maintain a high level of customer service and will work as a member of the "team" with City staff.

- An executed agreement between the parties will include the RFP documents, any addenda, the proposal and subsequent submissions as may be presented.
- *Listing Subcontractors:* Each proposal will submit a list of the proposed subcontractors of this project as required by the Subletting and Subcontracting Fair Practices Act (Govt. Code Sec. 4100 et seq.). Forms for this purpose are furnished with the contract documents and must be included as a part of any proposal submitted.
- *Equal Employment Opportunity Compliance:* Proposer shall certify that in all previous contracts or subcontracts, all reports, which may have been due under the requirements of any agency, Site, or Federal equal employment opportunity orders, have been satisfactorily filed, and that no such reports are currently outstanding.
- *Affirmative Action Certification:* Proposer shall certify that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, proposer certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.
- *Non-Collusion Affidavit.* Proposer declares that the only persons or parties interested in this proposal as principals are those named herein: that no

officer, agent, or employee of the City of Alhambra is personally interested, directly or indirectly, in this proposal; that his proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

- *Insurance:* The successful bidder shall meet all insurance requirements of the City including, but not limited to, the provisions of personal and property liability including automobile coverage and Workers Compensation in the limits acceptable to the City. All required insurance shall name the City of Alhambra as Additional Insured.
- *City Business License:* Successful proposer must possess a current and valid City of Alhambra business license during the entire project. If proposer does not have a business license one must be obtained prior to beginning the project.
- *Transport and Conduct a Public fireworks Display:* Successful proposer shall abide by all the regulation and ordinances outline in Exhibit "C". All cost associated with obtaining a permit for conducting a public fireworks display shall be the contractors responsibility.

INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

PROPOSAL CONTENT: Proposal Document – shall be completed by the company and consists of the following information:

I. Forms – Complete forms A, B, C, D, E and F and include them with the above information in your proposal.

- Form A - PROPOSER'S DECLARATION
- Form B - COST PROPOSAL FORM
- Form C - BID FORM
- Form D - DESIGNATION OF SUBCONTRACTORS
- Form E - REFERENCES
- Form F - PROPOSER'S INFORMATION

II. Addendum – The City may, by means of clarification of any portion of this document, or in answer to questions submitted by proposers, issue an Addendum, that become a full part of the contract documents, and must be signed and submitted with the proposal.

ONE ORIGINAL PROPOSAL MUST BE SUBMITTED.

Failure to submit a comprehensive proposal that includes all of the above elements, or the required forms not fully completed, may disqualify a company from further consideration, as the company's proposal could be deemed non-responsive.

SUBMITTAL DEADLINE AND PROPOSAL CONTENTS

Proposals shall be delivered in a sealed envelope via regular mail, overnight or other carrier, hand delivered not later than 4:30 p.m. on Thursday, November 27, 2023 to the following location:

The City of Alhambra
Parks & Recreation Department
111 S. First Street
Alhambra, CA, 91801
Attention: Amanda Leonard

All responses must be completed as required, signed by an official of the firm who is authorized to enter into a binding agreement with the City on behalf of the company, and must be received in the place and by the time designated in this document.

QUALIFYING EXPERIENCE

The pyrotechnics consultant selected to perform the work described in **Exhibit B: Scope of Work** shall demonstrate proven experience in the preparation, production, and firing of

pyrotechnics display. The companies to be considered for this work effort shall have completed at least three (3) similar pyrotechnics displays within the last five (5) years.

SELECTION PROCESS

All proposals will be reviewed by City staff. Proposals will be evaluated based upon the above review criteria. The City will subsequently award a contract for services.

DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain, from one or more of the pyrotechnics companies submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria contained herein. The City is not liable for the costs incurred by the proposers for the preparation of the proposals.

PERMIT REQUIREMENT

Successful contractor shall abide by all the regulation and ordinances outline in Exhibit "C". All cost associated with obtaining a permit for conducting a public fireworks display shall be the contractors responsibility.

INSURANCE REQUIREMENTS

Upon Award of Contract the consultant shall provide the City with required Certificates of Insurance evidencing minimum coverage of \$1,000,000 in Professional Liability, Contractual General Liability and Automobile Liability coverage, naming the City of Alhambra as Additional Insured. The insurance requirements are clearly described in the **Exhibit A: Sample Contract** included herein.

BUSINESS LICENSE REQUIREMENT

All consultants and sub consultants shall pay for a City of Alhambra business license, which shall be maintained throughout the duration of the project. Information regarding acquiring a city business license can obtained by contacting the City of Alhambra Finance Department Monday through Thursday, 7:00 a.m. – 5:30 p.m. at (626) 570-5020 or by visiting the City webpage at: <https://www.cityofalhambra.org/resources/business-license>.

CITY OPTION TO REJECT ALL PROPOSALS

The City may, at its sole discretion, reject any and all proposals submitted in response to this RFP. The City will not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The City reserves the right to waive any irregularities in a submitted proposal.

CONTRACT SUM

All proposals will include a specific Cost Proposal Form (Form B) in a not-to-exceed amount, based upon the description of services outline in Bid Form (Form C) and scope of work to be performed.

CONTRACT PAYMENT

Payment to contractor will be made no more than thirty-days (30) from the dated invoice for such services rendered, provided that the contractor is not in default under any provisions of this agreement.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required (if applicable).

EQUAL OPPORTUNITY CLAUSE

Contractors shall ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will be required.

The City of Alhambra hereby ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

EQUAL OPPORTUNITY EMPLOYMENT COMPLIANCE

Proposer certifies that it has sought out and considered minority business enterprises for those portions of the work to be subcontracted, and has fully documented such actions that said documentation is open to inspection, and that said action will remain in effect for the life of any contract awarded hereunder.

Furthermore, Proposer certifies that all steps will be taken to meet all equal employment opportunity requirements of the contract documents. Proposer certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provision, and requirements set

forth, contemplated, and referred to in the Request for Proposal, and other contract documents, and to full compliance therewith.

INTERPRETATION OF DOCUMENTS

A person in doubt as to the meaning of any part of the contract documents, or finds discrepancies, in, or omissions, may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addenda will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract will be made to any Proposer.

DISCREPANCIES AND MISUNDERSTANDINGS

Contractors and consultants must satisfy themselves by personal examination of the work site, specifications, and other contract documents and by any other means, as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No contractor will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of the City of Alhambra will be clarified by the City in writing to all proposers prior to the submission of proposals.

PROPOSER INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation will be allowed to make or file, or be interested in more than one proposal for the same work unless alternate bids are specifically called for. No proposal will be accepted from a consultant who has not been licensed in accordance with the provisions of the State Business and Professional Code.

LISTING SUB-CONTRACTORS, VENDORS AND SUB-CONSULTANTS

Each Proposer will submit a list of the proposed subcontractors of this project as required by the Subletting and Subcontracting Fair Practice Act (Govt. Code Sec 4100 et seq.) **Form D** is provided for this purpose and is furnished herein.

CONSULTANT AGREEMENT

The selected consultant will be retained by the City with a negotiated agreement for consultant services which will comply with all local, state, and federal requirements for such agreements.

FORM A

PROPOSER'S DECLARATION

**PYROTECHNICS SERVICE AND DISPLAY
FOR THE CITY OF ALHAMBRA 2024-2026 FOURTH OF JULY CELEBRATION**

In accordance with the City of Alhambra's Request for Proposals, the undersigned proposer hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for contract documents therefore, and to perform all work in the manner and time prescribed therein.

Proposer declares this proposal is based upon careful examination of the work site, Specifications, Instructions to Firms Submitting Proposals, and all other contract documents. If this proposal is accepted for award, proposer agrees to enter into a contract with the City of Alhambra at the unit and/or lump sum prices set forth in the following Cost Proposal Schedule.

Date _____

Name _____

Authorized Signature _____

Title _____

Company _____

FORM B

COST PROPOSAL FORM

(To be sent under separate cover)

Pursuant to and in compliance with your Request for Proposals and the other documents relating thereto, the undersigned proposer, having familiarized himself/herself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the specifications and other contract documents, hereby proposed and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools expendable equipment, and all applicable taxes, utility and transportation services necessary to perform, the contract and complete in a workmanlike manner all of the work required in connection with **Professional Pyrotechnics Service and Fireworks Display for the City of Alhambra 2024-2026 Fourth of July**, all in strict conformity with the specifications and other Contract Documents on file at the office of the City Clerk of said City, for the following lump sum bid..

This Cost Proposal Form shall be provided in a separate sealed envelope marked **"COST PROPOSAL – CITY OF ALHAMBRA RFP FOR PROFESSIONAL PYROTECHNICS SERVICE AND FIREWORKS DISPLAY."**

The cost proposal shall be prepared and based on a twenty (20) minute show that is electronically fired and coordinated to patriotic themed music (CD to be provided by the Contractor). The show shall consist of a two-three (2-3) minute Opening Fanfare, fourteen-sixteen (14-16) minute Main Body and a two-three (2-3) minute Grand Finale. The minimum show requirements are detailed in Exhibit "B" Statement of Work.

Total cost proposal for this service including all necessary pre-show preparation, transportation, fireworks, support equipment, supplies, and post show clean-up is:

Total Cost Proposal for this project: \$ _____

Total Cost Proposal in Words: _____

Date _____

Authorized Signature _____

Title: _____ Company: _____

FORM C

BID FORM

(Electrical Firing Board Recommended)

TOTAL AMOUNTS \$ _____

_____ DOLLARS. *Total amount of bid in words.*

\$ _____) Total amount of bid in numbers.

The above bid includes the following rockets:

OPENING FANFARE

1. _____ Total amount in words – Three (3") inch Shells,
_____ Total amount in numbers.

2. _____ Total amount in words – Four (4") inch Shells,
_____ Total amount in numbers.

3. _____ Total amount in words – Five (5") inch Shells,
_____ Total amount in numbers.

4. _____ Total amount in words – Six (6") inch Shells,
_____ Total amount in numbers.

MAIN BODY OF PROGRAM

1. _____ Total amount in words – Three (3") inch Shells,
_____ Total amount in numbers.

2. _____ Total amount in words – Four (4") inch Shells,
_____ Total amount in numbers.

3. _____ Total amount in words – Five (5") inch Shells,
_____ Total amount in numbers.

4. _____ Total amount in words – Six (6") inch Shells,
_____ Total amount in numbers.

GRAND FINALE

1. _____ Total amount in words – Three (3") inch Shells,
_____ Total amount in numbers.

2. _____ Total amount in words – Four (4") inch Shells,
_____ Total amount in numbers.

3. _____ Total amount in words – Five (5") inch Shells,
_____ Total amount in numbers.

4. _____ Total amount in words – Six (6") inch Shells,
_____ Total amount in numbers.

FORM E

REFERENCES

The following are the names, addresses, and telephone numbers for three entertainment events for which proposer has performed similar work within the past three years.

1. _____
Name and address of owner

Name and telephone number of person familiar with project

Contract amount Type of work Date Completed

2. _____
Name and address of owner

Name and telephone number of person familiar with project

Contract amount Type of work Date Completed

3. _____
Name and address of owner

Name and telephone number of person familiar with project

Contract amount Type of work Date Completed

FORM F

PROPOSER INFORMATION

Proposer certifies that the following information is true and correct:

Firm Name:

Proposer's Name:

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If a Corporation, State of Incorporation (i.e., Calif.) _____

Business Address:

Telephone: _____ Fax: _____

Email: _____

Pyrotechnics License No.: _____

Original Date Issued: _____ Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

Contract No. _____

This **AGREEMENT FOR PROFESSIONAL SERVICES (“AGREEMENT”)** is made and entered into effective as of the _____ day of _____, 20____, by and between the CITY OF ALHAMBRA, a charter law city, located at 111 South First Street, Alhambra, CA 91801, (“CITY”) and _____ [inset corporation, LLC, partnership etc.], located at _____ (“CONSULTANT”).

W I T N E S S E T H:

For and in consideration of the promises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

1. RECITALS. This AGREEMENT is made and entered into with respect to the following facts:

- A. CITY requires professional _____ services (“SERVICES”); and
- B. On _____, 200__, CITY issued a Request for Proposals #_____ (“RFP”) to obtain professional _____ services for the CITY’s and based on review and rating of RFPs received CONSULTANT was selected; and
- C. CONSULTANT is qualified to provide those certain services to the CITY necessary for said SERVICES; and, therefore, the Alhambra City Council has elected to engage the services of CONSULTANT upon the terms and conditions hereinafter set forth.

2. SCOPE OF SERVICES.

- A. CONSULTANT shall furnish to the City all labor, materials, tools, equipment, services, and incidental customary work necessary to fully and adequately perform those services described in CONSULTANT’s Proposal for Services dated _____, (“PROPOSAL”) consistent with the CITY’s Request for Proposals dated _____ (“RFP”) attached hereto as Exhibits “A” and “B” respectively and hereby incorporated by reference.
- B. Performance of the SERVICES specified herein is made an obligation of CONSULTANT under this AGREEMENT, subject to any changes made subsequently upon the mutual written agreement of the parties.
- C. The scope of services to be performed by CONSULTANT under this AGREEMENT shall include, but not be limited to, those services specified in Paragraph 2A hereof.

3. PERFORMANCE STANDARDS. While performing this AGREEMENT CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CONSULTANT shall cooperate with CITY if CITY opts to monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. FAMILIARITY WITH WORK.

- A. By executing this AGREEMENT, CONSULTANT agrees that, to the best of CONSULTANT's knowledge and belief, CONSULTANT has
- (i) Carefully investigated and considered the scope of services to be performed;
 - (ii) Carefully considered how the services should be performed; and
 - (iii) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

5. CITY SUPERVISION. The Director of the Department of _____ of CITY, or the Director's designee, shall have the right of general supervision of all work performed by CONSULTANT and shall be the CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for any services rendered under this AGREEMENT shall be made without the prior approval of the Director of _____ or the Director's designee.

6. FEE. Compensation to CONSULTANT for the total services to be rendered pursuant to this AGREEMENT shall be in an amount not to exceed \$ _____ to be billed in a manner described in CONSULTANT's PROPOSAL, consistent with the CITY's RFP. If any discrepancies exist between the RFP and the CONSULTANT's PROPOSAL exist, then the terms of the RFP shall control.

7. EXTRA SERVICES. Notwithstanding any other provision herein, no extra services shall be rendered by CONSULTANT under this AGREEMENT unless such extra services first shall have been authorized in writing by the CITY. Any such services so authorized shall be paid by the CITY at rates approved of by the CITY.

8. PAYMENT BY CITY. CONSULTANT shall send invoices to the City on a monthly basis, based upon the services already rendered at the time of the submission. City shall pay all proper costs within thirty (30) days of receipt of such invoice(s).

9. TERM. The term of this AGREEMENT shall be as provided for in the RFP from after the date on which the CITY issues CONSULTANT a Notice to Commence Work. CONSULTANT shall complete all those services set forth in its PROPOSAL by that certain date set forth in said Notice to Commence Work or until such time as the services have been completed by the CONSULTANT and accepted by the CITY, whichever occurs first. The CITY may extend said time of completion for delays caused by circumstances beyond the control of either party to this AGREEMENT. Should the consulting contract extend beyond the estimated time for completion of said services, CITY hereby reserves the right to continue CONSULTANT's services hereunder with any and all fees for such additional services to be compensated by the CITY at rates approved by the CITY.

10. DISPUTES AND REMEDIES.

A. Claims, disputes, and other matters in question between the Parties arising out of or relating to this AGREEMENT or the breach thereof, must be resolved by the following procedure:

- (i) CITY and CONSULTANT will exercise their best efforts to resolve disputes through the development of a consensus. A meeting may be requested by CITY or CONSULTANT at any time for the purpose of resolving a dispute. A determination by CITY'S Director of the Department of _____ will be made within two (2) weeks after a meeting to resolve the dispute;
- (ii) If unresolved within thirty (30) days, then City Manager, or his designee, will make a final determination;
- (iii) Following the City Manager's final determination, the Parties may submit any unresolved matters to non-binding mediation. The parties may, but are not required to be, represented by counsel in mediation;
- (iv) If the Parties do not agree to mediation, or if mediation does not resolve the Parties' dispute, the matter may be pursued in Los Angeles County Superior Court, or the United States District Court, Central District of California, if federal jurisdiction exists.

B. The Parties' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

11. PREVAILING WAGE. CONSULTANT is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the SERVICES are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully

comply with such Prevailing Wage Laws. The CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the SERVICES available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12. TERMINATION OF AGREEMENT. The CITY may terminate this AGREEMENT upon giving a ten (10) day advance written notice of such termination to CONSULTANT. In that event, the City Manager, or his designee, based upon work accomplished by CONSULTANT prior to notice of such termination, shall determine the amount of fees to be paid to CONSULTANT for such services based upon accepted accounting practices. This finding by the City Manager, or his designee, shall be considered by the Alhambra City Council and the Council's determination shall be final and conclusive as to the amount of such fee.

13. INDEPENDENT CONTRACTOR. CONSULTANT shall act as an independent contractor in the performance of the services provided for in this AGREEMENT and shall furnish such services in CONSULTANT's own manner and method and in no respect shall CONSULTANT be considered an agent or employee of the CITY.

14. OWNERSHIP OF DOCUMENTS. All financial documents, data, studies, and reports prepared by CONSULTANT under this AGREEMENT are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this AGREEMENT, or use of incomplete work product, is at CITY's own risk. CITY will indemnify and hold CONSULTANT harmless for any use of the work product other than as contemplated by this AGREEMENT.

15. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this AGREEMENT, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or City without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

16. NONASSIGNMENT. This AGREEMENT is not assignable either in whole or in part by CONSULTANT without the written consent of CITY.

17. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a valid Taxpayer Identification Number.

18. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this AGREEMENT, all necessary permits, licenses, and

certificates that may be required in connection with the performance of services under this Agreement.

19. INDEMNIFICATION.

- A. CONSULTANT hereby agrees to the following:
- (i) Indemnification for Professional Services. CONSULTANT will save harmless and indemnify CITY and, at CITY's request, reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries, including death or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
 - (ii) Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, and representatives.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. CITY does not, and shall not, waive any rights against CONSULTANT which it may have by reason of the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONSULTANT, of any of the insurance policies hereinafter described in this AGREEMENT.
- E. The aforesaid hold-harmless AGREEMENT by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT, or any subcontractor of CONSULTANT, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- F. Notwithstanding any provision of this Agreement to the contrary, design professionals shall be required to defend and indemnify the City only to the

extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional" includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.

- G. The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

20. INSURANCE. CONSULTANT shall not commence work under this contract until CONSULTANT shall have obtained all insurance required by this AGREEMENT and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor of CONSULTANT to commence work on any subcontract until all similar insurance required of the subcontractor of CONSULTANT shall have been so obtained and approved.

- A. COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section 2 of the AGREEMENT; and, if any work is sublet, CONSULTANT shall require the subcontractor of CONSULTANT similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONSULTANT. If any class of employees engaged in work under this AGREEMENT is not protected under any Workers' Compensation law, CONSULTANT shall provide and shall cause each subcontractor of CONSULTANT to provide adequate insurance for the protection of employees not otherwise protected. CONSULTANT shall indemnify CITY for any damage resulting to it from failure of either CONSULTANT or any subcontractor of CONSULTANT to take out or maintain such insurance.
- B. COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance and shall protect CITY, its elective and appointive boards, officers, agents and employees, CONSULTANT, and any subcontractor of CONSULTANT performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S or any subcontractor of CONSULTANT'S operations under this contract, whether such operations be by CONSULTANT or by any subcontractor of CONSULTANT, or by anyone directly or indirectly employed by either CONSULTANT or any subcontractor of CONSULTANT, and the amounts of such insurance shall be as follows:

- (i) Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (ii) Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (iii) Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

- C. PROOF OF INSURANCE. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California-Admitted, or better. The CITY of Alhambra shall be named as “additional insured” on all policies required hereunder, except for Professional Liability Insurance, and CONSULTANT shall furnish the CITY Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days’ prior notice of the cancellation of any policy during the effective period of the contract.
- D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONSULTANT or any subcontractor to commence work under this AGREEMENT until CONSULTANT has provided to the CITY Clerk the proof of insurance as required by subparagraph (C) of this article.

21. NON-DISCRIMINATION. CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

22. UNAUTHORIZED ALIENS. CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney’s fees, incurred by the CITY in connection therewith.

23. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

24. WAIVER. Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition or covenant hereof.

25. ATTORNEY'S FEES. If litigation is reasonably required to enforce or interpret the provisions of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which it may be entitled.

26. BINDING EFFECT. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

27. PROVISIONS, CUMULATIVE. The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

28. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the parties and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of such negotiations and discussions it would be inappropriate to deem any party to be the drafter of this AGREEMENT; and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

29. ASSISTANCE OF COUNSEL. Each party to this AGREEMENT warrants to each other party as follows:

A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this AGREEMENT, and all related documents; and,

B. That each party has lawfully authorized the execution of this AGREEMENT.

30. MODIFICATION. This AGREEMENT shall not be modified except by written agreement of the parties.

31. GOVERNING LAW. This AGREEMENT shall be interpreted and construed according to the laws of the State of California.

32. NOTICE. Whenever it shall be necessary for either party to serve notice on the other regarding this AGREEMENT, such notice may be furnished in writing by either party to the other and shall be served by personal service as required in judicial proceedings or by certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

CITY: _____

City of Alhambra
111 South First Street
Alhambra, CA 91801

CONSULTANT: _____

Tel: _____
Fax: _____

33. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, or other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact.

34. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE. The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on its effective date by their respective officers duly authorized on their behalf.

“CITY”

CITY OF ALHAMBRA, a Charter Law City

ATTEST:

By _____
_____, Mayor

Lauren Myles, City Clerk

APPROVED AS TO FORM:
JOSEPH M. MONTES, CITY ATTORNEY

By _____

“CONSULTANT”

FULL NAME OF CONSULTANT

TAXPAYER ID # _____

By _____
Print Name: _____
Title: _____

By _____
Print Name: _____
Title: _____

EXHIBIT B

SCOPE OF WORK

PYROTECHNICS SERVICE AND DISPLAY FOR THE CITY OF ALHAMBRA 2024-2026 FOURTH OF JULY CELEBRATION

The City of Alhambra is now accepting proposals for provision of a Twenty (20) minute electronically fired pyrotechnics display that is coordinated to patriotic themed music. The successful contractor shall provide first quality rockets, an electric firing board and an experienced, licensed (in California) operator (approved by the Parks & Recreation Director or her designee), set up and tear down of the rockets, pre-recorded patriotic themed music CD that is coordinated to the pyrotechnics show, post-show clean-up of debris, all licenses and permits and any incidental costs associated with shooting the pyrotechnics show for the City of Alhambra's Annual Fourth of July Celebration to be held on July 4, 2024-2026 at Almansor Park, 800 S. Almansor Street, Alhambra, CA 91801. The pyrotechnics display will be shot promptly at 9:00 p.m.

The patriotic music CD shall be provided by the contractor to the City and shall be eighteen to twenty minutes (18-20) in length. The City shall have final approval of the patriotic themed music selections and the CD shall be provided to the City by June 4, 2024-2026, one month prior to the show. Should the City not approve the soundtrack, the contractor shall be responsible for making modifications to the soundtrack at the contractor's expense.

The successful bidder shall include in his/her proposal, a three-phase production including:

- A two to three (2-3) minute Opening Fanfare
- A fourteen-sixteen (14-16) minute Main Body of Program
- A two to three (2-3) minute Grand Finale
- A list of the of rockets with diameters that include: six-inch (6"), five-inch (5"), four-inch (4"), three-inch (3") rockets and indicating the number of each size rocket proposed for the show and the location of where they fit into the program. (E.g. Opening Fanfare: 15-6", 50-4", 60-3") for each of the three phases of the show; the Opening Fanfare, the Main Body of Program and the Grand Finale.
- Contractor shall provide a show that is coordinated to pre-approved patriotic themed music.
- At award of contract, the Contractor shall provide proof of the required insurances, listing the City as additionally insured.
- At award of contract, the Contractor shall obtain an Alhambra Business License.

- Contractor shall provide an operator who will be available to inspect the firing site no later than 24 hours before the show and who will begin to set up the show on the Alhambra Municipal Golf Course no later than 6:00AM on the day of the show. A City representative will meet with the Contractor’s operator upon the operator’s arrival at the site on July 4 to discuss any last-minute issues. Approximately fifteen minutes prior to the show, the operator shall conduct a test of the firing apparatus. The same operator shall break the show down immediately after the show including cleaning up the debris created by the operator and fireworks within a 150-foot radius of the shooting site.
- This show will be shot from the City of Alhambra Municipal Golf course. The exact location of the shooting area will be determined by the Alhambra Fire Department. The City will provide access to the golf course beginning at 6:00 a.m. on the day of the show, enough sand to fill boxes used to shoot the larger shells and a hose connected to a water source in the immediate location of the shoot.
- Due to tightened security measures, the City will not provide overnight parking for the fireworks transport vehicle on City property prior to the setup of the show, which may begin as early as 6:00 a.m. on July 4, 2024-2026. The transport vehicle and all debris must be removed from the premises no later than 2:00 AM, July 5, 2024-2026.
- Proposals are due no later than 4:30 p.m. Thursday, November 27, 2023.

AERIAL DISPLAY MINIMUM REQUIREMENTS

The City is seeking a pyrotechnics company to provide and electrically fired fireworks display using three-inch (3”) to six-inch (6”) shells, coordinated to a patriotic themed music soundtrack, on July 4, 2024-2026 at Almansor Park that will be a minimum of twenty (20) minutes in length, consisting of a three phase show which includes the following:

- **OPENING FANFARE** – shall consist of three-inch (3”), four-inch (4”), five-inch (5”), and six-inch (6”) shells fired in combinations including assorted color Star Shells, Fancy Star Shells, Peonies and Chrysanthemums. The minimum shell count is as follows: Example
 - a. Two (2) Four Inch Shells
 - b. Two (2) Five Inch Shells
 - c. One (1) Six Inch Shell
- **BODY OF PROGRAM** – shall consist of three-inch (3”), four-inch (4”), five-inch (5”), and six-inch (6”) shells fired in combinations. The minimum shell count is as follows: Example
 - a. 150 three-inch (3”) assorted aerial display shells consisting of
 - Color Star Shell
 - Multicolor Star Shell
 - Fancy Star Shell
 - Super Fancy Star Shell

Special Compartment Shell
Super Deluxe Compartment Shell
Oriental Chrysanthemum Shell
Multi-Break Shell

- b. 90 four-inch (4") assorted aerial display shells consisting of:
 - Color Star Shell
 - Multicolor Star Shell
 - Fancy Star Shell
 - Super Fancy Star Shell
 - Special Compartment Shell
 - Super Deluxe Compartment Shell
 - Oriental Chrysanthemum Shell

- c. 65 five-inch (5") assorted aerial display shells consisting of:
 - Color Star Shell
 - Multicolor Star Shell
 - Fancy Star Shell
 - Super Fancy Star Shell
 - Special Compartment Shell
 - Super Deluxe Compartment Shell
 - Oriental Chrysanthemum Shell

- d. 44 six-inch (6") assorted aerial display shells consisting of:
 - Multicolor Star Shell
 - Fancy Star Shell
 - Super Fancy Star Shell
 - Special Compartment Shell
 - Super Deluxe Compartment Shell
 - Oriental Chrysanthemum Shell

- **GRAND FINALE** – shall consist of assorted aerial display shells. The minimum shell count is as follows: Example

- a. 120 three-inch (3") assorted aerial display shells consisting of
 - Color Star Shell
 - Fancy Star Shells
 - Peonies
 - Chrysanthemums
 - Flash & Titanium Salutes

- b. 18 four-inch (4") assorted aerial display shells consisting of
 - Color Star Shell
 - Fancy Star Shells
 - Peonies
 - Chrysanthemums

Flash & Titanium Salutes

- c. 5 five-inch (5”) assorted aerial display shells consisting of
 - Color Star Shell
 - Fancy Star Shells
 - Peonies
 - Chrysanthemums
 - Flash & Titanium Salutes

- d. 4 six-inch (6”) assorted aerial display shells consisting of
 - Color Star Shell
 - Fancy Star Shells
 - Peonies
 - Chrysanthemums
 - Flash & Titanium Salutes

Fee is to include a licensed (in California) pyrotechnic operator, support crew, patriotic themed music CD coordinated to the pyrotechnic show, electric firing board, transportation, and all supplies and materials required to produce the display.

PRE-EVENT MEETING

If the display operator is not familiar with the pyrotechnic shooting site and has not previously shot a show for the City of Alhambra, the display operator will be required to attend a meeting during the month of June with the Contractor’s representative, the golf course representative and City staff to review firing location, access points to the location and to review the final program. Necessity for the meeting will be determined by the Director of Parks & Recreation and the time, date and location will be determined once the contract has been awarded.

ROCKET MISFIRES

The shooter must wait a minimum of 15 minutes after the show before discharging any misfired or unexploded rockets. The City will receive a credit for any misfired or unexploded shells

If you have any questions, you can contact Amanda Leonard, Recreation Supervisor at (626) 570-3205 or via email aleonard@cityofalhambra.org.

Proposals can be mailed or hand-delivered to:

City of Alhambra
Park & Recreation Department
111 South First Street
Alhambra, CA 91801
Attention: Amanda Leonard, Recreation Supervisor

Proposals must be received no later than 4:30 p.m., Thursday, November 27, 2023

Exhibit "C"

Conducting a Public Fireworks Display

In addition to State of California Statutes and Regulations as well as Nationally Recognized NFPA Standards the City of Alhambra has the following requirements by ordinance:

5608.1.2 Permits. It shall be unlawful for any person to present or conduct any public display of fireworks within the City of Alhambra without first having obtained a permit from the fire code official. (MM) A new subsection 5608.1.3 is added and shall read:

5608.1.3 Detailed Requirements. The public display of fireworks within the City of Alhambra shall be in accord with Section 5608.1 of this Code and all of the following:

1. The fire code official is authorized to grant permits for supervised public displays of fireworks to be conducted by the city or by other organizations. Every such display shall be personally supervised by a competent, licensed pyrotechnic operator approved by the fire code official. Each such display shall be held at an approved location and shall be so discharged or fired as, in the opinion of the fire code official after proper investigation, not to be hazardous to property or to endanger any person.

2. Applications for permit shall be made in writing at least ten days in advance of the date of the display. A permit fee which includes costs related to required fire watch personnel and site inspection will be collected upon approval and issuance of the authorization to transport. After such permit shall have been granted, the sale, possession, use, and/or distribution of fireworks for such display shall be lawful for the permitted activity and time frame only. No permit granted hereunder shall be transferable.

3. The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the fire code official for the payment of all damages which may be caused either to a person or persons or to property by reason of the permitted display and arising from any acts of the permittee, his agents, employees, or subcontractors.

4. When required by the fire code official, the pyrotechnic operator shall employ and provide additional personnel whose sole duty shall be the enforcement of crowd control around the display area. Unauthorized persons shall not be allowed to enter the discharge site until the site has been inspected and cleared after conclusion of the display by the pyrotechnic operator.

5. The fire code official is authorized to require rope barriers, fences, signs or other devices to be installed around the display area to aid in crowd control.

6. The fire code official is authorized to adopt such additional rules and regulations not inconsistent herewith as are reasonably required to prevent injury to persons and/or property, including, but not limited to, the requirement for standby fire personnel or apparatus at the firing site.

7. Mortar racks grouped together or alone may be required to be provided with additional tip-over protection in addition to the already required wood strips, nails, and screws. Said protection maybe required to be comprised of additional wood strips, fasteners as well as straps designed to a break strength of not less than 2000 lbs. Each strap will be required at top and bottom of each rack group, within 6 inches from the top and bottom. Straps shall be ratcheting type; ratchets shall be located toward the center of the rack set up.

8. If the fire code official determines that there is a lack of crowd control or that the crowd is in danger, the display shall be immediately discontinued. If at any time high winds or wet weather creates a danger, the display shall be postponed until weather conditions are acceptable to the fire code official.

9. The entire firing site shall be inspected immediately following a display and prior to allowing public access for the purpose of locating unexploded aerial shells and/or hazardous debris. Unexploded shells shall not be handled within 15 minutes after the time of their firing. Such shells shall then be doused thoroughly with water, allowed to stand for at least 5 minutes, and then be submersed in a full bucket of water.

A license driver with a hazmat endorsement that allows the transportation of the fireworks product is required to be onsite at the time that the show concludes; this is required, so that after the safety precautions and clean-up is completed, they can drive the vehicle with any UNSPENT product back to their warehouse.

The current permit cost is \$446, this fee will not be waived.