

SERVICES AGREEMENT

EXPOSHOWS INC.

PYRO-TECHNIC SERVICES FOR 4TH OF JULY FIREWORK SHOW (RFP No. 7817)

On this 1st day of April, 2021, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and EXPOSHOWS INC., a California corporation ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Pyro-Technic Services for the City's 4th of July Firework Show ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect beginning April 1, 2021 and ending July 5, 2024 ("Initial Term"), unless otherwise terminated pursuant to the provisions herein. Upon the expiration of the Initial Term, and based upon acceptable performance by the Contractor, City and Contractor shall have the option to extend the Agreement term for one (1) additional one-year terms.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Forty Nine Thousand Five Hundred Dollars (\$49,500.00) per event (i.e., July 4, 2021; July 4, 2022; July 4, 2023; July 4, 2024), for a total Contract Price not to exceed One Hundred Ninety Eight Thousand Dollars (\$198,000.00) unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or

which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving

the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term

of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$5,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final

written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Parks, Recreation and Community
Services Department
City of Riverside
Attn: Noemi Lopez
6927 Magnolia Ave.
Riverside, CA 92506

To Contractor

EXPOSHOWS INC.

Attn: David MacCormick
2455 190th St., Ste. G
Redondo Beach, CA 90278

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

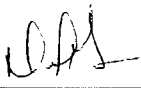
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

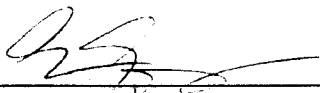
By: 

City Manager

Attest: 

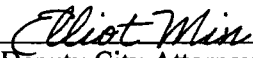
City Clerk

Certified as to Availability of Funds

By: 

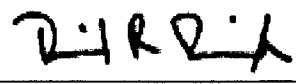
CFO/Treasurer

Approved as to Form:

By: 

Deputy City Attorney

EXPOSHOWS INC., a California
corporation

By: 

David MacCormick

[Printed Name]

VP Sales

[Title]

By: 

DavidMacCormick

[Printed Name]
VP Sales

[Title]

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A

Scope of Services/Technical Specifications

- **Show Locations – City reserves the right to select one site or both sites.**

Mt Rubidoux	4706 Mt. Rubidoux Drive Riverside CA
La Sierra Park	5215 La Sierra Avenue Riverside CA

- **Equipment List:**

- Proposer shall furnish the City with a list indicating the equipment to be used for the project. All equipment shall be in relatively new condition, and in safe and proper working order. City reserves the right to inspect all equipment proposed to be used for the project.

- **Examination of Worksite**

- The Proposer shall carefully examine all sites of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished.

- **Representatives**

- The Recreation Superintendent shall be the representative of the City and, except as otherwise expressly provided herein, and shall make all decisions and interpretations to be made by the City

- **Contractor Staff/ Employees and Workers**

- The Contractor shall provide sufficient personnel to perform all work in accordance with this RFP. At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned tasks. All of the Contractor's personnel shall be supervised by a qualified, English- speaking foreman in the employ of the Contractor. At least one (1) member of each crew working at each site shall be able to communicate both orally and in writing in English

- Contractor shall require employees to wear a uniform identifying them as an employee of the Contractor while working in the City. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.
- If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Recreation Superintendent, or is in the opinion of the Recreation Superintendent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he/she shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Recreation Superintendent.
- **Material Storage:**
 - No Facilities will be available for the storage of materials or supplies used in connection with the performance of the work.
- **Performance of Work General:**
 - Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing work required under this RFP.
 - Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Recreation Superintendent; and that both work and materials will meet fully the requirements of this RFP.
- **Permits:**
 - The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Riverside. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors. Where requirements of the permits differ from those listed herein, the more stringent requirements shall apply.
- **Communication Regarding Work:**
 - After award of the Contract, all communications regarding the work covered by this RFP shall be addressed, e- mailed, mailed, or hand delivered to:

Noemi Lopez
Recreation Superintendent City of Riverside

6927 Magnolia Ave., 2nd Floor
Riverside, California 92506 nlopez@riversideca.gov

- **Suspension of Work:**

- The work may be suspended in whole or in part when determined by the Recreation Superintendent that such suspension is necessary in the best interest of the City, regardless of fault by the Contractor. In such event, the Contractor shall comply immediately with any written order of the Recreation Superintendent suspending work.
- The Contractor shall not work or perform any operation, particularly during periods of construction or renovation. The Parks Superintendent shall have the authority to suspend the work, wholly or in part, for such period as he/she may deem necessary, due to unsuitable conditions. Contractor will be notified in writing of any such suspension.

- **Change Order:**

- **Recreation Superintendent's Adjustment of Contract Terms:**

Changes made to the Contract will be set forth in a Change Order. If the work to be done or changes to be made causes an increase or decrease in the Contractor's cost of performance of the Contract, an equitable adjustment may be made as determined by the Recreation Superintendent. The Change Order will specify the payment to be made or credit to be taken and adjustment of the contract time, if any. Payment in accordance with the terms and conditions set forth in a Change Order shall constitute full compensation for all work included therein or required thereby.

Adjustments exceeding the Change Order authority of the Recreation Superintendent shall be made by written amendment to the Contract and approved by City Council.

Contractor shall proceed with the ordered work within 5 calendar days, unless another starting date is specified. If the Contractor agrees with the terms and conditions of the Change Order, it shall indicate its acceptance by signing the original copy and returning it to the Recreation Superintendent within three (3) days. If the Contractor disagrees with the terms and conditions of such Change Order, it shall proceed with the ordered work and shall submit a written protest in accordance with "Section D, Protest Procedure."

- **Submittal of Contractor's Proposal of Changes:**

Prior to issuing an approved Change Order, the Recreation Superintendent may request that the Contractor submit a proposal covering the changes. The request shall include a description of the proposed changes. Within three (3) days after receiving the request the Contractor shall submit its proposal to the Recreation Superintendent, including any claim for extension of time and any and all compensation that may be necessary as a result of performing the changes. If the

Recreation Superintendent decides not to issue a Change Order after requesting a proposal from the Contractor, the Contractor shall be notified of such decision in writing.

- **Technical Specifications:**

- The Recreation Superintendent or designee assigned to the 4th of July program will monitor these services provided by the contractor. If the services are not deemed satisfactory, the Contractor will be given written notice and may affect the future use of the company by the City.
- Mt. Rubidoux show - the contractor shall provide a custom designed and choreographed sky concert with musical back up provided by a local radio station to be arranged by the contractor. The contractor shall be responsible for any site preparation necessary for execution of the show, i.e. delivery of sand, construction of shell boxes etc.
- La Sierra Park show shall be produced as a custom designed and choreographed sky concert. Both shows shall be electronically fired.
- Attachment E and F are the number, type and size of shells, type, and length of shows that were presented in 2019 at each of the two sites.
- The Contractor shall supply, insure, ship, install, fire, and remove all display materials.
- The Contractor will be required to pay a City of Riverside business tax pursuant to Chapter 5.04 of the Riverside Municipal Code. Contractor shall be solely responsible for all taxes, benefits, Worker's Compensation Insurance or any other requirements for the Contractor's employees legally required by both State and Federal governments.
- The contractor shall apply and bear the cost for all necessary federal, state, and local fireworks display permits and licenses.
- The contractor shall provide a licensed company operator and crew, as well as provide all necessary company equipment that must be licensed by the State of California.
- The Contractor shall assume the entire cost of all correspondence, telephone calls and materials in connection with the operation of this program. A detailed work program outlining tasks and time schedule for planning, implementing and evaluation of the 4th of July program must be provided.
- Contractors shall prove proper scheduling and supervision for company-technicians at all events.

- Contractor shall attend the 4th of July organizational meeting as deemed necessary by the City's Recreation Superintendent.
- All proposals submitted shall have a stated dollar bid amount for providing services on a per event basis.
- Contractor shall provide a written schedule of the company assignments, including names, two weeks prior to the scheduled The Contractor shall do site visits at least one month prior to the firework shows, which will include the representatives from the Parks, Recreation and Community Services, Fire and Police Departments.
- Shows will be performed on July 4, beginning promptly at 9:00 pm.
- The Contractor is responsible for providing security and lighting for the event.
- **Pricing:**
 - The City would like to request pricing for show number one held at Mountain Rubidoux. The Parks and Recreation Department would like optional pricing for show number two held at La Sierra Park.

Project Design and Scope of Work

The Annual City of Riverside 4th of July Celebration is an audiovisual celebration of the freedom of America, Riverside and contemporary California. It showcases The City of Riverside and the United States in form and function as universal symbol of connectivity, stability, growth and innovation. A celebration of Americas' cultural and social diversity and a salute to local veterans.

The Fireworks Finale display brings the sky to life. It celebrates July 4th and our history from the beginning to the present. The dynamic historical movement of Riverside and these United States is portrayed through a menagerie of light and music symbolizing greater reliance, sustainability and independence of America.

I. Safety and Security Plan

All Exposhow employees undergo mandatory annual Safety seminar Certification and have recent show experience. State licensed operator(s) and all pyrotechnicians are registered federal BATFE Employee Possessors and cleared by the DOJ to handle explosives. Additional training and compliance with CCR Title 8 Section 3203 Cal OSHA High Hazard Employer Workplace Injury and Illness Prevention Plan is administered to all employees.

Daily safety meetings and pre load-in safety briefings are given on-site. All Exposhow HME (HazMat Endorsed) commercial drivers participate in DOT mandated random drug testing, background checks and have been cleared by the TSA and are carried as additional insured on Exposhow Commercial Hazmat Transportation Liability policies.

Exposhow will provide safety staff and pyrotechnicians on-site from the arrival of equipment through arrival of explosives to restrict access to the firing site by the public or unauthorized personnel until all unfired explosives material is secured and equipment truck departs after the display. Park barriers provided by the City and event staff will be placed July 4th at public walkways and access points to prevent movement past this point during setup and the display.

Credentials will be worn by pyrotechnic team members to identify and allow access. Access is also permitted to City of Riverside event staff and public safety staff in uniform or with ID. Any and all visitors must be cleared by Fire Dept. or the City and escorted by licensed Operator. Security guard does not have the authority to permit site access at their discretion.

II. Permit Filings

All permits filings and fees required by Federal agencies, Office of the State Fire Marshal of California and City of Riverside, in accordance with U.S., State and local laws will be submitted by Exposhow after contract endorsement and approval. City of Riverside, its elected officials, officers, employees, volunteers, guests, agents and public safety agencies will be listed as additional insured on Exposhow's general liability and SCIF Workers Comp policies that renew in May/June (see Evidence of Insurance)

III. Music for Fireworks Show

Exposhow will submit an audio track for review and approval by event staff not later than 15 April, 2021. Approved audio track may be modified to include pre-show and/or post show narration at the direction of the event director. Following approval, coordination with and digital distribution of the audio program to the City's media partner, a mobile device application or simulcast with a local radio station will be completed.

IV. Pre-Event Meetings

Any pre-event firework meeting(s) or walk-through with the sponsor or public safety dept. will be attended by the project manager or a minimum of one of the two assigned operators for the display.

V. Itemized List and Delivery of Display Equipment

Equipment will be delivered to the Mount Rubidoux firing site on Friday, July 2nd and La Sierra Park firing site the afternoon of July 3rd, 2021. Equipment list includes HDPE 2.5" - 8" mortars and wooden racks. 8" HDPE and steel 10" Mortars at Mt. Rubidoux will be stabilized in sand filled barrels. Guns and racks are constructed in accordance to and exceeding California State Fireworks Law Title 19 and approved rack stabilization methods.

Use of a digital firing system with built in safeguards consistent with California Fireworks Law and all applicable modules, cables, connectors related to the firing system. E-match, quick match and 22-2 low voltage zip wire used to connect fireworks to firing modules. Trunk line and preconfigured looms for proximate device runs. Fire suppression equipment, foil and Visqueen (polyethylene plastic) for display protection until display time in the event of inclement weather conditions.

Completion of display equipment load-in and configuration at both sites will be completed by 8 p.m. on July 3rd prior to shells being loaded for the display.

VI. Storage and Delivery of Product (1.3G & 1.4G Explosives)

Fireworks will be delivered via secured Hazmat licensed truck to the Mt. Rubidoux and La Sierra Park location(s) on Sunday, July 4th before 8 a.m. Hazmat Transportation Permit documents include the travel route of the truck. City of Riverside Fire Dept will be advised prior to arrival the ETA of the trucks, again contacted when trucks arrive on-site. Product remains secured inside the truck until such a time licensed operator in charge determines display is ready for product unloading and following any required inspection by City of Riverside Fire Dept.

Following loading and wiring of all display elements, continuity test will be conducted at both sites at approximately 5 p.m. along with signal testing with the sound booth or media partner. An additional final continuity test will be conducted prior to 7 p.m.

All members of the public and event staff must be clear of the safety perimeter 30 minutes before display start. After the safety perimeter is clear of all persons, an all-clear is given. Firing system will be armed and hot approximately 15 minutes before the scheduled start of the display. Start of the display is ultimately under the control of the sound booth or media partner at the discretion of the pyrotechnic operator and Fire Safety Officer who makes final safety decisions.

Entire duration of the display from the opening shot to the final finale cue will be fired electronically and choreographed to the pre-approved audio soundtrack.

VII. Display Description

Display contains a variety of several dozen different types of aerial breaking shell effects from different manufacturers bursting from launch site. The display opens with a variety of show effects in all colors visible to the human eye and includes front line single shell titanium salutes and color shells. The main body display consists of single shot and multi shot aerial shells and effect shells. Shells may be fired in tandem to a faux finale, building again in intensity for a finale that will engage multiple chained shells and single shot support shells. A breakdown of effect types is detailed following Display Elements.

Multishot devices are used in the opening, main body, and finale of the La Sierra Park display to augment larger breaking shell effects and to provide an outstanding, multi-layered, dancing sky experience.

VIII. Show Operations

Entire duration of the display from the opening shot to the final finale cue will be fired electronically. Any preshow test shots will also be electronically fired.

No public will be permitted into the firing site safety perimeter established when the explosives truck arrives on site. Perimeter will be delineated with Red Danger and Yellow Caution Tape. Any entry into the safety perimeter by individuals other than known City event staff or Public Safety Officers will immediately be challenged by the Operator or pyrotechnic staff

On completion of shell drop and wiring of all main display and finale chain shells at approximately 5 p.m., field modules will be connected by and the field will be cleared by the Operator in Charge to prepare for system continuity checks. A loud verbal "Clear Field" announcement confirming a secure safety perimeter is made every time the firing panel is energized.

Display operator and pyrotechnic team will be in protective gear prior to arming firing system for continuity test(s) and the display. Protective gear includes long 100% cotton long sleeve and long pants, hard hats, eye and ear protection. Sponsor and Fire Safety Officer will be advised when continuity testing is complete.

All event staff other than production pyrotechnicians and Fire Safety Officer must be clear of designated safety perimeter 30 minutes before display start. After the safety perimeter is clear, an all-clear signal is given by Operator and on-site Fire Safety Officer to ensure public safety.

Following a pre-show safety briefing, firewatch with fire suppression units will be deployed to the fallout safety perimeter for the duration of the display.

Sponsor will be notified that firing system is armed and hot approximately 15 minutes before the scheduled start of the displays. Start of the display is ultimately under the control of the sound booth or media partner at the discretion of the sponsor.

Firing Systems in use by Exposhow contain a deadman switch that enables an immediate cease fire in the event an unsafe condition exists that may jeopardize public safety. No aerial shells are chained or ganged in the main display which prevents any additional breaking aerial shells from firing in the event of a cease fire. The display may then be resumed at the discretion of the Operator and the Fire Safety Officer.

IX. Post Display Safety

Due to heat generated by shell lifting chages, the firing field will not be approached for 30 minutes following the conclusion of the show. It is not uncommon for unfired shells to launch following a display due to the intense heat following a finale barrage.

A post display proximate field sweep will be conducted. during cool down. Team members at fallout zone perimeters will isolate and secure any duds or aerial shells that were observed to malfunction for containment.

If all shells are accounted for by spotters and burst counts match, an all clear within 10 minutes of the conclusion of the La Serra Park display is anticipated. Due to terrain considerations, field sweep of Mount Rubidoux may take up to an hour.

Following a firing field cool down, all guns will be inspected for unfired shells by the licensed Operator in Charge and an assistant. Any unexploded ordinance will be removed, secured and stored in a safe manner before any equipment or site tear down is initiated. Removal of all explosives from the site will be conducted after equipment strike during load out on July 4th.

A detailed Post Display Report (PDR) will be provided to the City of Riverside Fire Dept Fire Safety Officers and OSFM via e-mail or fax within 72 hours.

X. Display Equipment Strike and Clean Up

Equipment Strike removes all guns, racks and associated firing equipment from the firing field. Display debris and expendables will be raked up, placed in contractor bags and disposed in a manner consistent with best practices.

Accessible restroom facilities for pyrotechnic team comfort and a City dumpster at each location is requested for disposal of non hazardous debris and cardboard waste.

Substrates and surfaces used to stage all equipment and pyrotechnics will be returned to their original condition following completion of the display. All debris and byproduct materials will be removed and discarded in a manner consistent with best practices and responsible project management. Weather or unforeseen conditions withstanding, Exposhow will supply all materials and staff necessary to complete load-out and cleanup in accordance with required completion dates.

A City Parks & Recreation or City representative will be required to make a final walk through inspection of firing site(s) and fallout areas with the lead operator to ensure compliance with contract terms and to certify the substrate has been returned to its original condition without damage.

Supporting documentation of site cleanup will be provided in the form of before and after pictures or videos.

Industry Leading Best Practices

Safety is always the first priority and non-negotiable with any public event. Our Safety Compliance operates within the scope of Fireworks Best Practices, always maintaining safe distances, using the best equipment, trained staff and vigilant in observing safe pyrotechnic operating protocols and methodology.

Advances in digital, wireless fire control systems and an increase in equipment construction minimum standards have made the pyrotechnic display industry safer for pyrotechnicians and audience members over the past two decades.

Contingency planning is always a hallmark of successful project management. Failure to plan can result in a display cancellation and compromise safety. Exposhow plans for occurrences such as inclement weather with standby polyethylene protection for loaded fireworks batteries in the event of a cloudburst or precipitation. Use of 6mm Visqueen allows the display to be fired even during rainstorms or conditions of high humidity.

The condensed footprint of our firing site configuration allows for an additional coverings to be deployed over the entire display that allows staff the ability to continue wiring the display under cover during any constant prolonged downpour of rain.

Exposhow maintains a Best Practices Blueprint that can be forwarded to the Evaluation Committee for review on request. It is several pages and beyond the scope of this RFP with regard to content.

Environmental Responsibilities

Aerial Fireworks used for the City of Riverside July 4th Displays are comprised of biodegradable cardboard, craft paper, string, tape, glue, black powder, metal salts, (colorants) dextrin and rice. Debris is collected and disposed of after the display. Of primary environmental concern is copper electronic ignition wire. Used with every shell, it is secured to each mortar via strain relief, it stays with the mortar upon launch of the shell to eliminate any environmental impact or discharge into a City Park or marine environment. It is collected after the display, an integral keystone of our Best Practices.

Any proximate theatrical and stage fireworks used are low smoke, eco-friendly, self-consuming devices with no fallout and use cardboard, nitrocellulose and colorants. Our vendor, Ultratec is the world leader in ecofriendly proximate pyrotechnics supplying the Olympics and professional sport venues

MSDS

MSDS are required by DOT in accordance with regulations governing Hazardous Materials Transportation on public roadways in the United States. MSDS for all fireworks that will be on-site are included in the transportation permit package.

Hazardous Materials Transportation

Exposhow is a Federally licensed Hazardous Materials Shipper and has Interstate operating authority to transport Explosives and Hazardous Materials on public roadways throughout the United States.

Exposhow USDOT #2053003 maintains all current required permits that include FMCSA Hazardous Materials Interstate Transportation Permit, FMCSA Satisfactory Rating & PHMSA Registration. Exposhow carries a \$5,000,000 Commercial Transportation Policy, required by law to conduct Interstate Transport of Hazardous Materials.

Transportation of Hazardous Materials (Explosives and Fireworks) are done in house by Exposhow employees who are also licensed operator(s) for the 2021 City of Pembroke Pines July 4th Fireworks. As Commercial Drivers with HazMat endorsements, they are subject to the requirements and regulations of 49 CFR that include random drug testing, physicals and DHS background checks.

Explosives Storage

In accordance with BATFE 27 CFR and DOT regulations that govern Display Fireworks and Explosives storage, no overnight explosives storage is required and on-site explosives will be attended at all times by Exposhow staff.

Acceptance of Terms and Conditions

No Exceptions to the RFP #7187 are taken.

Exposhow is willing to enter into an agreement under the terms and conditions prescribed by City of Riverside. It is our intention to streamline the production process by utilizing feedback to shape the show with the synergy of a shared vision.

Display Elements and Shell Count

2021 City of Riverside July 4th Fireworks

Shell count and device totals are listed and will be sent with permit filings for review and approval by the City of Riverside Fire Dept.

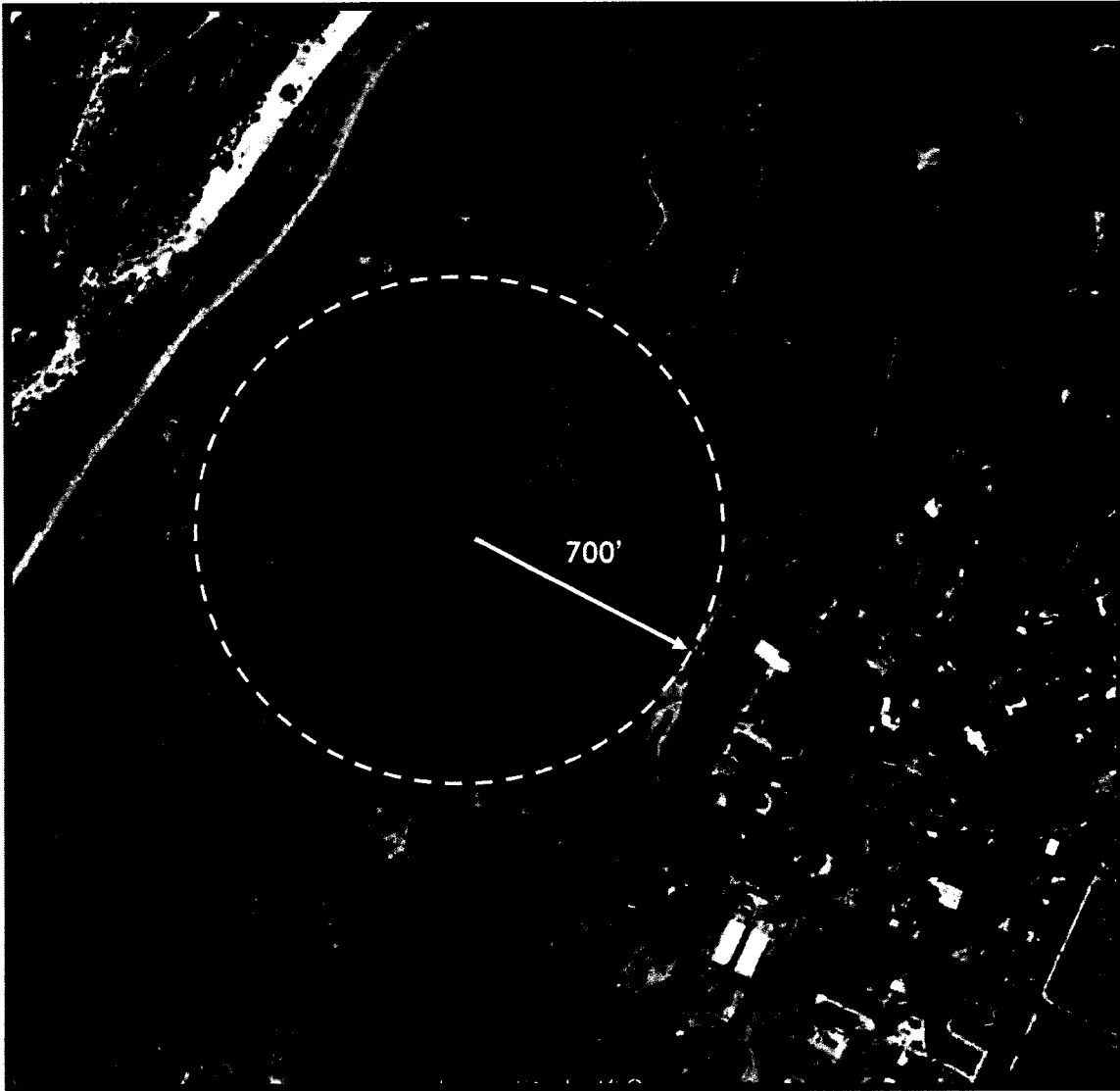
Additional specialty custom shells are used to enhance the audience experience. These shells are made in the United States. Exposhow is proud to support American manufacturers whenever possible.

Shell Size / Device / Display	Shell Count	
Aerial Barrage Opening	Roubidoux	La Sierra
2" & 2 ½" Display Shells		100
3" Display Shells		20
4" Display Shells	20	4
5" Display Shells	3	
6" Display Shells	1	
Aerial Main Display		
2" & 2 ½" Main Display Shells		120
3" Main Display Shells		288
4" Main Display Shells	216	288
5" Main Display Shells	216	
6" Main Display Shells	200	
8" Main Display Shells	14	
10" Main Display Shells	14	
Aerial Grand Finale		
2" & 2 ½" Shells (Chain Finale)		220
3" Shells (Chain Finale)	180	180
4" Shells (Chain Finale)	160	54
5" Display Shells (Finale)	162	
6" Display Shells	33	
8" Display Shells	6	
10" Display Shells	4	
Total Shell Count / Run Time / Price	Summary Total	
Breaking Shell Total*	1229	1274
Main Display Shells (Lift Rate Average)	33/ min	36/min
Finale Run Time	3 min	2 ½ min
Additional Multishot Devices (6)		1500 shots
Total Show Run Time	25 min	25 min

As an operating standard and value-added feature, Exposhow displays and permit have additional product above listed total count to exceed expectations and ensure compliance with contracted minimum shell count.

Plot Map I / Firing Site Location

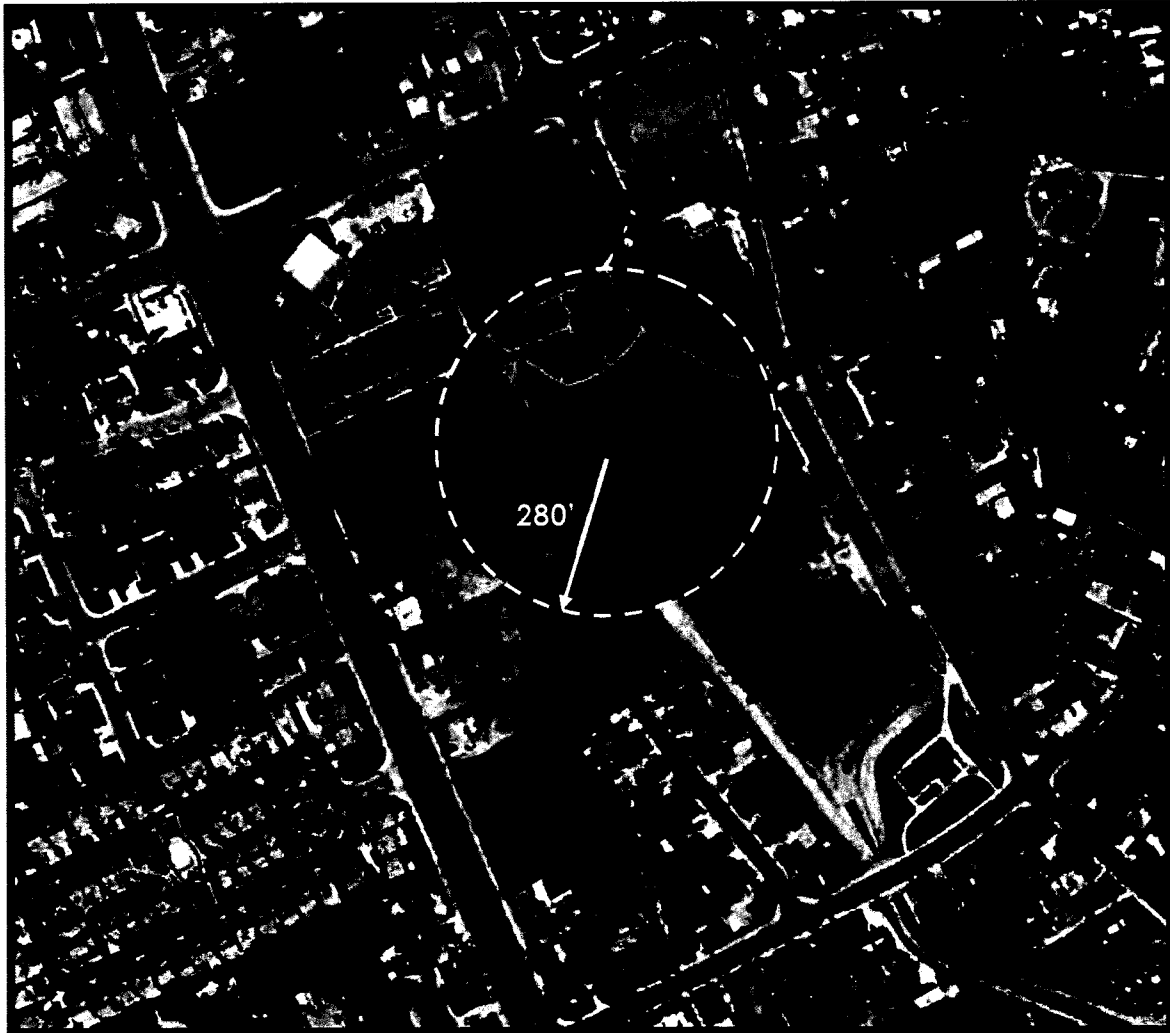
4706 Mt. Rubidoux Drive, Riverside CA 92501



Firing Site – Adjacent to Mt. Rubidoux Summit Unpaved Lot
33° 59' 02.91" North Latitude 117° 23'33.75" West Longitude
Safety Radius Perimeter Zone – 700 feet (10" Aerial Breaking Shells)

Plot Map II / Firing Site Location

5215 La Sierra Ave. Riverside, CA 92505



Firing Site - La Sierra Park

33° 55' 38.78" North Latitude 117° 29' 27.39" West Longitude

Safety Radius Perimeter Zone – 280 feet (4" Aerial Breaking Shells)

2021 City of Riverside July 4th Fireworks Displays – Effect Inventory

Most Effect Categories below contain dozen of different effects with similar performance characteristics. Standard and custom special effects within a category have been detailed for reference. Each effect in a category is further defined by color or color(s)

Exposhow uses a balance of shells in all categories and all colors of the visible light spectrum for a specific Display Mix. Various Reds, Orange, Yellows, Greens, Blues, Indigo, Violet, Lime, Lemon, Aqua, Pink, Whites, Silvers and Golds are all employed for every show. All shells have rising tails in different colors to facilitate visual shell tracking by the spectators.

EFFECT CATEGORIES (Main Display and Finale Support Shells)

- 3" - 6" Floral Pattern Shells Peony/Gamboge/Cyas / Dahlia / Diadem / Chrysanthemum
- 3" - 8" Specialty Floral Pattern Effects with 2 Color Changing Pistil Core Effect Shells
- 3" - 8" Duration/Lingering Effects Strobes/Willow/Stars/Falling Leaves/Spiders
- 3" - 10" Multi-Break / Multi Break Dragons Egg / 1000 Flowers Color Effect Shells
- 3" - 10" Scattering Bees / Flying Dragon /Crossette / Shooting stars /Spining Flowers
- 3" - 10" Pattern Shells Hearts/ Saturn/ Happy Face/ Ring / Bowtie /Multi Rings
- 3" - 10" Specialty Effects 3 Color Changing with Palm or Strobe Core Effect Shells
- 3" - 10" Palm, Dahlia, Diadem & Color Changing Chrysanthemum Multi-Effect Shells
- 3" - 10" Single, Two & Three Color Waves. Color Changing Waves w/ Brocade Crown
- 3" - 10" Brocade Crown. Coconut, Cascade, Crown & Willow Shell Effects
- 3" - 10" Kamuro / Super Brocade / Gamboge Effect Shells
- 5" - 10" Super Pattern Stained Glass / Kaleidoscope / Rainbow Effects
- 5" - 10" Super Custom Octopus / Jellyfish /Ghost Effect Shells
- 3" - 4" Super Crackling / Whistles / Super Peony Titanium Salute Report Shells
- 4" - 6" Lampare, Dragons Eggs / Fish & Serpent Effect Shells
- 5" - 8" New Pattern Cat Face /Alien / Snail / Windmill / Stars in Stars / Jupiter
- 5" - 8" Falling Duration Lantern / Windbell / Waterfall / Horse Tail Effect Shells
- 3" - 6" Comet / Tiger Tail / Palm Tree / Coconut Tree Shell Effects
- 3" - 6" Sicilian Sky Picure Panorama Gold Waterfall with Pink Stars (40 Shell Effect)

FINALE CHAIN EFFECTS

- 3"-6" Finale Chain Red, White & Blue Color Display Shells
- 3"-4" Finale Chain Color Shells with Titanium Salutes
- 3"-6" Finale Chain Gold Brocade
- 3"-6" Finale Chain Gold Kamuro
- 3"-6" Finale Chain Niagara Falls with Blue Pistil
- 3"-4" Finale Chain Multi Color Peony with Report
- 3" Finale Chain Titanium Salute

Project Management Methodology

IMPLEMENTATION

Successful delivery of an exceptional public display fireworks production requires a structured approach within a clearly defined framework. The project manager and team must utilize every tool and resource to optimize the outcome. The process is built on experience and extensively documented success. It ensures all specific criteria that define the scope and success of the project are met

PROGRAM CONTENT

We are only limited by the extent of our imagination. Proposed show design, program changes, music and display choreography are offered as a starting framework or endpoint. State, stakeholder, sponsor and public input is encouraged in the interest of achieving the same vision. Shared vision leads to a collaborative effort, the best change control option we have in any client vendor relationship.

PROJECT MANAGEMENT STRATEGIES

Use only the very best, most reliable display fireworks available in the world. Fabricate the safest firing equipment possible for the viewing audience and employees. Always keep safety the primary non-negotiable priority. Hire responsible staff and trained, experienced industry veterans. Design the display with new effects and the widest variety and appropriate shell size selection. Design audio and show choreography that excites and engages the viewers and spectators and those who may view it remotely via different media sources.

PROJECT RISK IDENTIFICATION

Identification as well as managing and mitigating the project risks that will occur are central to project success. Equipment, product, transportation, safety, security, logistics, staffing and weather are significant areas of anticipated risk. Contingencies, risk owners and assigned responsibilities are Risk Register items. e.g. (Two operators assigned to the display in the event a sole operator became unavailable due to unforeseen circumstances).

PERFORMANCE

Coordination of people and activities, constant auditing and review are controls that keep Exposhow projects on-track, on-time and within budget. Timelines for completion risks coupled with project strategy have always led to successful product delivery.

Supplier performance measurement, ultimately project health and status are constantly monitored by using Earned Value metrics. Evaluating Trend analysis of Cost and Schedule Performance Index ratios enable dynamic adjustment and change well ahead of the event horizon.

EXHIBIT “B”

COMPENSATION

DISPLAY ELEMENTS AND SHELL COUNT

Shell count and device totals are listed and will be sent with permit filings for review and approval by the City of Riverside Fire Dept.

Additional specialty custom shells are used to enhance the audience experience. These shells are made in the United States. Exposhow is proud to support American manufacturers whenever possible.

Shell Size / Effect / Device	Shell Count	
Aerial Barrage Opening	Bonaminio	La Sierra
2" & 2 ½" Display Shells	20	20
3" Display Shells	50	50
4" Display Shells	4	4
Aerial Main Display		
Multishot Devices	3	3
2" & 2 ½" Main Display Shells	120	120
3" Main Display Shells	288	288
4" Main Display Shells	288	288
Aerial Grand Finale		
2" & 2 ½" Shells (Chain Finale)	100	100
3" Shells (Chain Finale)	240	240
4" Shells (Chain Finale)	72	72
Total Shell Count / Run Time / Price	Summary Total	
Breaking Shell Total*	1184	1184
Main Display Shells (Lift Rate Average)	38/ min	38/min
Finale Run Time	2 min	2 min
Total Show Run Time	22 ½ min	22 ½ min
Total Price	\$24,750	\$24,750

As an operating standard and value-added feature, Exposhow displays and permit have additional product above listed total count to exceed expectations and ensure compliance with contracted minimum shell count.

EXHIBIT “C”

KEY PERSONNEL

Key Contacts and Company Profile

Exposhow Inc. Mailing Address: PO Box 5590, Santa Monica CA 90409

Corporate Offices: 2455 190th Street Redondo Beach CA 90278
California Facilities: 12701 United Street Mojave, CA 93501
Florida Facilities: 17698 Beeline Highway Jupiter, FL 33478
Tel (424) 322-8747 Fax (310) 451-7994 www.exposhow.net
US DOT # 2053003 BATFE FEL#9-CA-037-51-6L-01569 Exp 11/22
Tax ID: 80-0764509 DUNS 071103110 CA Corp: C3397606 Est: 2009

*David MacCormick	Sales & Logistics	310-864-9616	dm@exposhow.net
*Paul Newland	Operations	661-713-6140	paul@exposhow.net
*Larry Ochner	Training & Hazmat	661-202-9120	larsox@exposhow.net
*Franklin Ponce	IT Systems	661-542-1985	frank@exposhow.net
*Dan Douglass	Facilities/Storage	818-219-0376	dan@exposhow.net
*David LaVoie	Fire Control Systems	603-731-7935	
Richard Morrison	Audio Engineering	661-713-1852	

**Key Contacts are current Federal & California State Licensed Pyrotechnic Operators*

The City of Riverside July 4th Fireworks Displays will be produced by our project management team. The On-Site teams will each be headed by a licensed pyrotechnic operator, a project management team member and a minimum of four additional qualified pyrotechnic team members.

Exposhow personnel assigned to set up, operate the Display consists of experienced staff members and licensed operator(s) for each display. All aspects of the Fireworks Display are conducted by Exposhow staff and are never subcontracted to another agency or any third parties.

All assigned licensed display operators and pyrotechnicians have multiple outdoor show display experience. Federal law requires that pyrotechnicians be US Citizens with no felony convictions. All Exposhow pyrotechnicians are BATFE Employee Possessors that have completed Federal Background Checks and have received Notices of Clearance from FELC/DOJ.

All staff members are qualified and authorized to work as employee possessors under Exposhow Inc's Federal Explosives License as required by Federal Law. With over 80 qualified pyrotechnicians and 25 licensed operators, all staff have multi-show outdoor experience and receive mandatory annual safety and pyrotechnic training.

D. Company Personnel

Project Management Team

David MacCormick- Logistics Project Manager. Federal & Multistate Licensed Fireworks Operator. 30 years of experience. Licensed ATF Explosives Importer. DOT Commercial HazMat Driver with Interstate Explosives Transport experience. Show Producer 1200 hours and 100 public fireworks displays without incident. Safety Training Director. Fabrication Team. US Army NTC Explosives Training Team. Armed Services Veteran **BS Chemistry -California State University**

Larry Ochsner – Transportation & Training Project Manager and Show Producer OSFM Licensed California and Multistate Pyrotechnic Operator. 35 years of experience. DOT Commercial HazMat Driver with Interstate Explosives Transport experience. Over 1000 hours and 60 public display fireworks. Primary HazMat Driver Trainer. Safety Board Member. Lead Supervisor. US Army NTC Explosives Training Team. Armed Services Veteran. **BS Industrial Technology - Southern Illinois University**

Paul Newland - Operations. Project Manager and Show Producer. OSFM Cal Fire Licensed and Multistate Pyrotechnic Operator. 15 years of experience. DOT Commercial HazMat Driver with Interstate Explosives transport experience. Over 1000 hours and 50 Public Displays without incident. Primary Staff Trainer, Safety Board Member. Outdoor Leadership Certified in First Aid. Safety Seminar Trainer. Fabrication Team. **MS Clinical Health - California State University.**

Franklin Ponce – IT & Systems Project Manager and Show Producer. OSFM Licensed California Pyrotechnic Operator with multistate experience in aerial fireworks and public displays without incident. IT and Systems Manager. Electronic equipment systems fabrication, procurement and maintenance. Special Effects equipment fabrication. R&D. Staff Trainer. Pyrotechnic Team Leader for US Navy Fleet Week, Six Flags & City of Beverly Hills **BS Business Administration - California State University**

Daniel Douglass – Facilities OSFM Licensed Pyrotechnic Operator. 30 years of experience-Commercial Driver. Over 1000 hours and 70 public firework displays Facilities and Explosive Site Manager. Safety Board Member. Primary staff trainer. Show Producer. **US Army NTC Explosives Training Team.**

David LaVoie– Digital Engineering Fireworks Firing Systems. 30 years of experience. Display operator. Over 1000 hours and hundreds of public displays. New York Times Square. City of Boston. Montreal Intl Fireworks Competition.

Richard Morrison – Audio Engineer 35 years of experience. Show Producer and Music Choreography. Multi Emmy award winner. Digital soundtrack mastering. Existing Event Management Vendor (Event 360) for National Park Service. Washington DC **BS Audio Engineering Chico State University**

DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

DATE: 5/3/2021

PARTIES: Exposhow Inc.

PROJECT DESCRIPTION: 2021 4th of July Fireworks Show

SCOPE OF CONTRACT/SERVICE: Provide 4th of July Fireworks Shows at Ryan Bonaminio Park and La Sierra Park.

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: PRCSD

BUDGET ACCOUNT (GL Key and Object): 520500-421040 *ag*

DEPT. HEAD APPROVAL: *Adolfo Cruz*
Adolfo Cruz
Director

() CIO APPROVAL*: _____

***(N/A: NEMs, grants, deeds, Property/Easement Purchase/Sale agreements, Disposition/Development agreements)**

PROCUREMENT:

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

(x) Formal Procurement (Bid #, RFP #, panel, etc.): 7817

() Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): _____

() Emergency Procurement (date, event, etc.): _____

() Requisition Number: _____

(X) Date Approved by City Council/Board: TBD

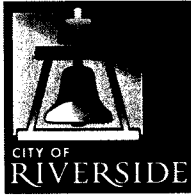
Purchasing Division Validation: *Purchasing only LG* Date: 5/5/2021

Effective: 04/01/21 to 07/05/24

PLEASE RETURN TO: City Clerk's Office, Ext. 4276

NTE: \$49,500

YTD Available: \$857,460.08 as of 05/05/21



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, JUNE 8, 2021, 1 P.M.

VIRTUAL MEETING

PUBLIC COMMENT IN PERSON/TELEPHONE

ART PICK COUNCIL CHAMBER

3900 MAIN STREET

draft

an amount not-to-exceed \$37,782.66; (4) with at least five affirmative votes, authorize the Chief Financial Officer, or his designee, to record the required interfund transfers; interdepartmental transfers; and related supplemental appropriations to move available funds to the Video Retention Project accounts in the Capital Outlay and Measure Z Capital Projects funds; and (5) authorized the City Manager, or designee, to execute all documents pursuant to these purchases including making minor and non-substantive changes.

AGREEMENT - FOURTH OF JULY FIREWORKS DISPLAYS - RYAN BONAMINIO AND LA SIERRA PARK

The City Council (1) approved the agreement with Exposhow, Inc., for two distinct pyrotechnic shows covering the period of June 1, 2021, through July 5, 2024, with a contract price of \$198,000; (2) authorized the City Manager, or his designee, to execute the agreement with Exposhow, Inc., for a term of June 1, 2021, through July 5, 2024, and to make minor and non-substantive changes including contract amendments, changes to locations for subsequent years, and execution of term extensions, subject to the availability of funds.

POLICE OFFICIAL POLICE TOW TRUCK SERVICE - ORDINANCE ADOPTED

The City Council adopted an Ordinance amending the Riverside Municipal Code by amending and replacing Chapter 5.15, regulation of Riverside Police Official Police Tow Truck Service, in its entirety for removal and disposal of junk motorhomes; whereupon, the title having been read and further reading waived, Ordinance No. ____ of the City Council of the City of Riverside, California, Amending the Riverside Municipal Code by Amending and Replacing Chapter 5.15, Regulation of Riverside Police Official Police Tow Truck Service, in its Entirety, was presented and adopted.

WATER CONSERVATION - ORDINANCE ADOPTED

The City Council adopted an Ordinance amending Table 6.14.040A and Chapter 14.22 of the Riverside Municipal Code regarding Water Conservation; whereupon, the title having been read and further reading waived, Ordinance No. ____ of the City Council of the City of Riverside, California, Amending Table 6.14.040Aa and Chapter 14.22 of the Riverside Municipal Code Regarding Water Conservation, was presented and adopted.

CERTIFICATE OF INSURANCE

ISSUE DATE 5/17/2021

PRODUCER

PROFESSIONAL PROGRAM INSURANCE BROKERAGE
DIVISION OF SPG INSURANCE SOLUTIONS, LLC
1304 SOUTHPOINT BLVD., #101
PETALUMA CA, 94954

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER(S) AFFORDING COVERAGE

INSURER A: LLOYD'S OF LONDON

INSURER B:

INSURER C:

INSURER D:

INSURED

Exposhow, Inc.
PO Box 5590
Santa Monica, CA 90409

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY	PY/20-0204	11/11/2020	11/11/2021	EACH ACCIDENT	\$ 5,000,000
					MEDICAL EXP (Any one person)	\$
					FIRE LEGAL LIABILITY	\$ 50,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS-COMP/OPS AGG	\$
	AUTOMOBILE LIABILITY — ANY AUTO = ANY OWNED AUTOS = SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Riverside, California its officers, subcontractors, employees, guests and representatives, ATIMA, are included as additional insured as respects to July 4th, 2021 public display fireworks performed by the Named Insured, located at Bonaminio Park and La Sierra Park, Riverside CA; City of Riverside Fire Dept is insured for Permit Only. This insurance is primary and non-contributory to any other insurance available to the additional insured.

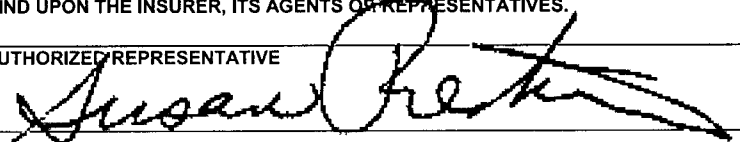
CERTIFICATE HOLDER

City of Riverside
Attn : Risk Management
3900 Main Street
Riverside CA 92522

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



USDOT Number: 0456964 Date Received: 06/19/2020

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

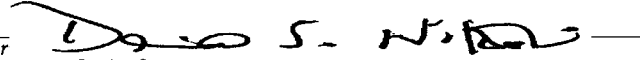
FORM MCS-90

Issued to Exposhow Inc of California
(Motor Carrier name) (Motor Carrier state or province)

Dated at 12:00 noon on this 19th day of June, 2020

Amending Policy Number: SI8CA00199-201 Effective Date: 06/19/2020

Name of Insurance Company: Everest Denali Insurance Co

Countersigned by: (author) 

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (317) 853-7250.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-23-2021

GROUP:
POLICY NUMBER: 9296059-2021
CERTIFICATE ID: 3
CERTIFICATE EXPIRES: 03-31-2022
03-31-2021/03-31-2022

CITY OF RIVERSIDE
3900 MAIN ST
RIVERSIDE CA 92522-0002

NA

JOB: CITY OF RIVERSIDE JULY 4TH FIREWORKS
BONAMINIO & LA SIERRA PK
RIVERSIDE
CA 92506

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2021-04-23 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
CITY OF RIVERSIDE

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-19-2021 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2021-04-23 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
CITY OF RIVERSIDE

EMPLOYER

EXPOSHOWS INC.
PO BOX 5590
SANTA MONICA CA 90409

NA

[P1H,HO]