

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3827

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Strategic Advancement Contact Person: Brandy Carvalho
 Telephone: 530-6013 Email: bcarvalho@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Zambelli Fireworks
 Address: 1060 Holland Drive, Suite J
 City: Boca Raton State: FL Zip Code: 33487
 Vendor's Administrator Name: Danielle Fredrickson Title: Director of Administration
 Telephone: (800) 860-0955 Email: dfredrickson@zambellifireworks.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Danielle Fredrickson Title: Director of Administration
 Authorized Signatory Email: dfredrickson@zambellifireworks.com
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR, OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Zambelli Fireworks - Tree Lighting
 Short Description of Product(s)/Service(s) Being Requested: fireworks

(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____
 Amount of Initial Contract Term: _____
 Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
 Year 3: _____ Year 4: _____
 Total Amount of Contract (Initial Term + Renewal Options): \$10,000 (Estimate if necessary)
 Account Number: 04247515.548000 (Carry Forward)
 Source of Funds: County State Federal Other: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: _____
 Risk Manager Initials: MM

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope
 Supplemental Agreement Other: _____
 Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
 New Contract Amount including this Amendment: _____
 Account Code Change From: _____ To: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. <u>Brandy Carvalho</u> <u>12/3/2024</u>	3. <u>Sanasa Belmonte</u> <u>12/3/2024</u>
Department Head/Contract Manager Date	Procurement Date
	(Signature required only if procurement related)
2. <u>[Signature]</u> <u>11-24-24</u> <u>11/28/24</u>	4. <u>Denise C. May, Esq., BCS</u> <u>12/3/2024</u>
Office of Mgmt. & Budget Date	County Attorney Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 12/3/2024
 County Manager Date

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of
this 18th day of November 2024, by and between

Zambelli Fireworks Manufacturing Co. of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Nassau County BOCC

(hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a **8-10** minute fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: December 6, 2024

Postponement Date: December 14, 2024

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2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Subject to the limits of Florida Law or Subject to the limits of Section 768.28, Florida Statutes, Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$ 10,000 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due three (3) days prior to the Display Date. All credit card payments will be subject to a 3.9% surcharge. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 9 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 9 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all Fireworks permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications. Client shall be responsible for any Special Event permits required by City. It is the responsibility of the Client to contact the City's Special Events Department regarding their event.
 - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, if applicable, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

8. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 12 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
9. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
10. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
 11. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 12. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 13. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Northern District of Florida to decide all disputes regarding this Contract.
 14. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 15. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 16. The County shall pay the Vendor within forty-five calendar days of receipt and acceptance of invoice pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at section 218.70, Florida Statutes.
 17. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 18. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 19. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 20. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 96135 Nassau Place, Yulee, FL 32097
- 21. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 22. X

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY  _____

BY Danielle Fredrickson _____

PRINT Taco Pope, AICP _____

PRINT Danielle Fredrickson _____

DATE 12/3/2024 _____

DATE 12/3/2024 _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

1060 Holland Drive, Suite J

Boca Raton, FL 33487

561-395-0955

FAX 561-395-1799

RIDER TO ZAMBELLI FIREWORKS MANUFACTURING CO.
CONTRACT AND AGREEMENT

THIS RIDER TO ZAMBELLI FIREWORKS MANUFACTURING CO. CONTRACT AND AGREEMENT (hereinafter "Rider") is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the "County" or "Customer"), and **ZAMBELLI FIREWORKS MANUFACTURING CO.** (hereinafter the "Vendor" hereinafter collectively referred to as the "Parties.")

WHEREAS, The Parties desire to enter into the **ZAMBELLI FIREWORKS MANUFACTURING CO. CONTRACT AND AGREEMENT** for Fireworks Display and the Parties wish to establish additional standard terms and conditions to that Contract as contained herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. CONFLICTING PROVISIONS.

1.1 The Parties agree that in the event of any conflict between the terms and conditions of the Contract and/or any exhibit or attachment to the Contract and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail.

SECTION 2. PAYMENT AND INVOICING.

2.1 The County shall pay the Vendor in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for the goods and/or services referenced in the Contract. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Parks and Recreation Director Jay Robertson jrobertson@nassaucountyfl.com and to invoices@nassaucountyfl.com for payment. Any invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the specifications and conditions of Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the

Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Parks and Recreation Director Jay Robertson, or designee, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Contract. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under the Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under the Contract.

SECTION 3. E-VERIFY.

3.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

3.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

3.3 Compliance with the terms of the E-Verify program provision is made an express condition of the Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date

on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Contract.

SECTION 4. ATTORNEY'S FEES.

4.1 In the event of any legal action to enforce the terms of the Contract each party shall bear its own attorney's fees and costs.

SECTION 5. PUBLIC RECORDS.

5.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Contract, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains

public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

5.2 A request to inspect or copy public records relating to the Contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

5.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

5.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

5.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

5.6 A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent.

5.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

5.8 In reference to any public records requested under the Contract, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information

claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

5.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than ten (10) calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

5.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

SECTION 6. PUBLIC ENTITY CRIMES.

6.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Contract.

SECTION 7. INSURANCE.

7.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "~~Insert Relevant Exhibit Reference~~". The policy limits required are to be considered minimum amounts. **Exhibit A**

7.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies


who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 8. HUMAN TRAFFICKING AFFIDAVIT.

8.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this Rider to be executed by its duly authorized representatives, effective as of the last date below.

NASSAU COUNTY, FLORIDA

Signature:  _____

Print Name: TACO E. POPE, AICP, ICMA-CM

Title: COUNTY MANAGER

Date: 12/3/2024

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS
DENISE C. MAY, County Attorney

VENDOR: ZAMBELLI FIREWORKS MANUFACTURING CO.

Signature:  _____

Print Name: Danielle Fredrickson

Title: Director of Administration

Date: 11-26-2024

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited
Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Subcontractor shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability, and Umbrella policy(ies). CGL policy Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

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FIREWORKS

FIREWORKS PROPOSAL

NASSAU COUNTY FL.

DECEMBER 6, 2024



Fireworks proposal prepared by Zambelli Fireworks

Ernie Simmons

Operations Manager

(863) 287-9168

epsimms@aol.com

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Display Overview

Nassau County

December 6, 2024

BUDGET-\$10,000.00 Option A 8-10 minutes

\$10,000.00 Option B 5-6 minutes

Insurance Liability Coverage: \$10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry

Permit/Fire Dept: Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

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Product List-Nssau County

OPTION A 8-10 minutes Aerial Shells

Opener

10-3" red and green color finale

Body of Program

288-3" assorted color pattern and special effect shells

4-35 shot multishot cakes

4-100 shot multishot cakes

Grand Finale

20-3" finale salute shells

180-3" assorted color finale shells

OPTION B 5-6 minutes Close Proximity Product

This product can be shot within 60 feet of the audience

Opener

1-100mm comet mine

1-8x6 red and green plate

Body of program

10-assorted color 8x24 mine plates

10-assorted color 8x16 comet plates

10- assorted color crossette 8x16 crossette plates

10-assorted color bombette plates

Grand Finale

2-8x3 cannonade salute plates

6-8x3 assorted color finale plates

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Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.
- **Shell Size Combinations** A common way for companies to set a show is to shoot all 2 inch shells, then all 3 inch shells, then all 4 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 2.5 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.
- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.
- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli designs finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 3 inch white coconut trees are laying the ground cover. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

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Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention... "The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

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GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2017 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

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WHY CHOOSE ZAMBELLI?

Zambelli Fireworks prides itself on being able to provide the largest “bang for your buck.” We have a Florida network which is unrivaled in the industry. With our offices in Boca Raton, a permanent storage facility in Okeechobee, and technicians around the state, Zambelli can pass the savings these local facilities provide, onto you. We can offer more shells, regular site visits for safety, and local technicians and management to ensure you receive the best production possible.

Zambelli Fireworks believes in honesty and integrity as a core company philosophy. We invite, and encourage, our clients to audit our firing sites for quality and quantity of our fireworks and equipment.

Experience and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employees over 40 full-time individuals and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

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Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

There's a tremendous dedication to technician training to ensure the most safe display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust

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us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

COMPANY EXPERIENCE:

Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem Wart Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Florida and Caribbean Displays

Tampa Gasparilla Pirate Festival, Annual FFEA conference, Edison Ft. Myers Festival of Light, Orlando July 4th, Boca Raton July 4th, Sanibel Island July 4th, Naples July 4th and New Year's Eve, Sarasota July 4th, the Florida State Fair, Coconut Creek Festival, City of Winter Haven, Nevis West Indies, St. Thomas NYE, Puerto Rico NYE, and many more!

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Your Personalized Zambelli Fireworks Team and Technicians

Ernie Simmons
Operations Manager
Senior Project Manager
863-287-9168 cell
epsimms@aol.com

Ernie has worked with Zambelli Fireworks since 1978 designing, shooting and training technicians. His primary roles include training both fireworks technicians and Fire Marshals/Safety Officials, and of course lead technician on dozens of shows annually

Danielle Fredrickson
Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle is the person who works behind the scenes to make everything regarding the fireworks show logistics come together. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

Zach Taminosian
Senior Designer/Choreographer
561-395-0955 office
239-225-8012 cell
zach@zambellifireworks.com

Zach has worked for Zambelli Fireworks for more than twelve years. His in-depth knowledge of show design and choreography is second-to-none. He is tasked with designing some of the largest displays in the United States. Zach also works tirelessly to buy the best fireworks from around the world

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Chrysanthemums



Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Body

Red Chrys
Green Chrys
Yellow Chrys
Blooming Silvery Chrys
Blue Chrys
Red, White and Blue Chrys
Green to Purple Chrys
Varied Colorful Flowers
Multi-Color Chrys
Golden Chrys w/rising tails
Silver to Purple Chrys
Glittering Silver to Red Chrys
Purple Chrys with White Pistil
Red Chrys with white Pistil
Gold Wave to Red/Blue Chrys

Red to Blue Chrys.
Silver to Green Chrys.
Gold Chrys. w/ rising tails
Glitter Silver to Red Chrys
White Twinkling Chrys.
Spangle Chrys. w/rising tails
Orange Chrys. w/rising tails
Purple Chrys
Yellow Chrys
Silver Chrys w/rising tails
Silver to Green Chrys
Variegated Rainbow Chrys
Green Chrys with Green Pistil
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers

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Peonies



Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Body

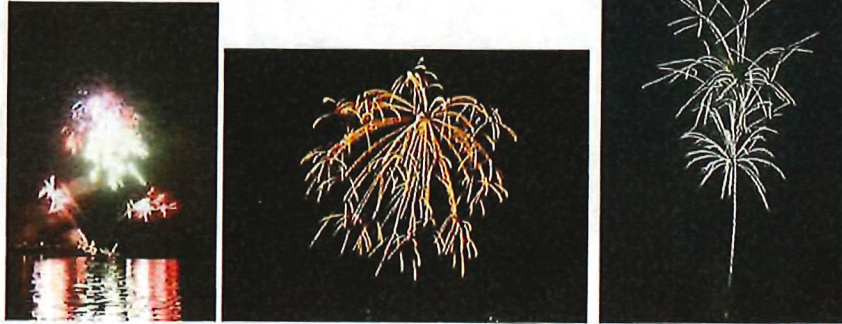
White Peony
Silver Wave to Purple Peony
Yellow Peony
Purple Peony w/Gold Palm
Variegated Peony (rainbow)
Red, White and Blue Peony
Silver to Red Peony
Orange Peony
Silver Wave to Blue Peony
Red to Silver Peony
Golden Peony
Red and Green Peony
Color Changing Peony
Popping Peony (Red)
Half Blue Half Red Peony
Half Green Half White Peony
Pink Peony
Green to Silver to Blue Peony

Blue Peony w/Blue Palm Tree.
Multi-Colored Peony
Green Peony w/Gold Palm Tree
Red to Blue Peony
White Peony w/Blue Pistil
Glittering Peony
Silver to Blue Peony
Half Green Half White Peony
Silver Wave to Purple Peony
Green to Purple Peony
Blue Peony w/titanium reports
Blue to Silver Peony
Sparkling Peony w/Pistil
Popping Peony (White)
Half White Half Red Peony
Golden Waves to Purple Peony
Brilliant Orange Peony
Red to White to Blue Peony

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Crossettes



Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

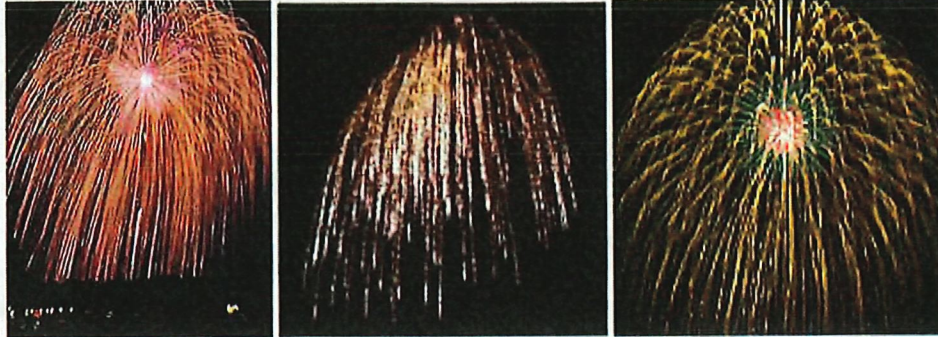
Blue Crossettes
Red to Blue Crossettes
Variegated Rainbow Crossettes
Crackling Crossettes
Red to Green Crossettes
Green to Purple Crossettes
Red Crossette Palm Tree
White Flitter Crossettes

Green to Blue Crossettes
Silver Crossettes
Purple and White Crossettes
Gold Crossettes w/rising tails
Green Crossette w/green Tails
Rainbow Crossettes w/red Tails
Blue Crossette Palm Tree
Silver Crossettes

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Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Twilight Glitter w/Purple
Brocade Crowns
Brocade Crown to Purple
Variegated Falling Leaves
Long Duration Kamuro
Pixie Dust Willows
White Poca Shells

Twilight Glitter w/Red
Long Duration Red Falling Leaves
Brocade Crown to Red
Purple Falling Leaves
Super Brocade Crowns
Ultra-Long Duration Gold Kamuro
Gold Poca Shells

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Dahlias



Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

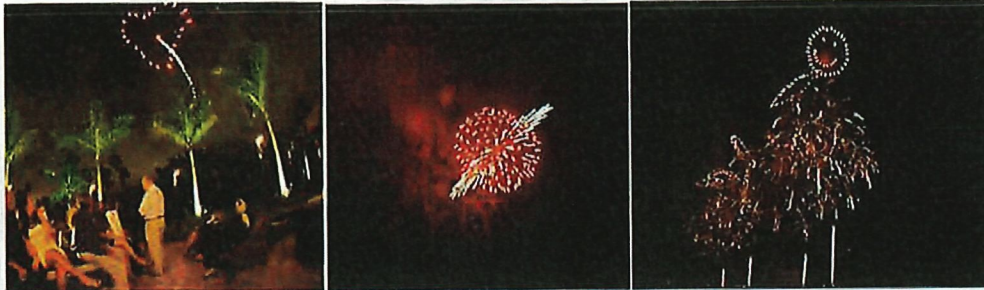
Assorted Color Dahlia
Green Dahlia w/Pistil
Yellow Dahlia w/Pistil
Pink Dahlia
Gold Strobe Dahlia
Red Strobe Dahlia
Variegated Dalia
Purple and Red Dahlia

Blue Dahlias w/Pistil
Red Dahlia w/Pisitl
Red and Blue Dahlia
Silver Dahlia
Blue Strobe Dahlia
Purple Strobe Dahlia
White Dahlie w/Purple Tips
White Dahlia w/Red Tips

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Patterns



Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Red Palm Trees
Red Hearts
Green to Purple Ring
Octopus Shells
Saturn Rings
Smile Faces
Green to Blue Crossing Rings
White/Red Bowtie in Ring

Blue Palm Trees
Triple Rings
Saturn Blasts
Meteor Rings
Crackling Palm Trees
Triple Rings w/scattering stars
Half White Half Purple Ring

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Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
Horsetails
Large Silver Whirls (Serpents)
Trees of Many Colors
Peacock Feathers
Thousands of Gold Waves
Peacock Tails
Silver and Purple Strobes
Treasure Chests
Green Magnesium to Fast Strobe
Multi-Color Shell of Shells

Blue Bees
Aluminum King Shells
Blue and Red Spiders
Kaleidoscopes
Gold Sparkling Kamikazes
Thousands of Red Waves
Red, White, Blue Dragon Eggs
Popping Flowers
Red Shell of Shells
Green Shell of Shells
Tourbillion and Multi-Color

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CM3827

Specialty Noise



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Diamond Screamer Whistles
Crackling Double Rings
Crackling Coconut Trees
Twice Crackling Rain
Blue Crackling Flowers
Artillery Titanium
Gold Crackling Chrys

Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Blue Crackling Spiders
Tourbillion w/Reports
Green Crackling Flowers
Thundering Tourbillions
Whistles and Stars

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Barrage Cakes



Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multi-shot devices. Below are an example of the various types and designs.

- | | |
|--|---------------------------------------|
| 35 Shot White Flitter Comet Box | 119 Shot Rapid Fired Gold Comets |
| 35 Shot Red Crossette Fan Box | 192 Shot Fast Pearl Zippers |
| 35 Shot Thunder Tourbillion Fan Box | 96 Shot Peacock Tails |
| 35 Shot Dragon Eggs w/Tails | 140 Shot Silver Rain |
| 36 Shot Silver Fish with Tourbillion | 80 Shot V-Shape Silver Coconuts |
| 36 Shot Assorted Colorful Falling Leaves | 80 Shot V-Shape Rainbow Chrys. |
| 36 Shot Gold Twinkling Kamuro Box | 200 Shot Whistling Comets |
| 36 Shot Red and Blue Crossettes | 70 Shot Z-Shape Midnight Snow |
| 49 Shot Red and Silver Moons | 400 Shot V Shape Rapid Fire Box |
| 49 Shot Red Crackling Tails | 408 Shot Zipper Rapid Fire Box |
| 49 Shot Silver Crossettes | 300 Shot Finale Comet Box |
| 49 Shot Red and Green Crossettes | 665 Shot Silver Barriers |
| 100 Shot Hammer Boxes | Angle Wipe Devices – (various angles) |
| 100 Shot Brocade Crowns | Zipper Curtain Devices |
| 100 Shot Blue Crossettes with Tails | Zipper Chase Devices |
| 100 Shot Variegated Peonies | Fan Chase Devices |
| 136 Shot W Shape Purple Kamuro | 136 Shot W-Shape Silver to Green |
| 300 Shot 8 Shape White Strobe | 300 Shot 8 Shape Red Pear Comets |
| 372 Shot W-Shape Golden Willow | 408 Shot Z Shape Lime Green Pearl |

Pompano Beach P-47-17

Zambelli Fireworks has had no litigation within the past 5 years

Zambelli FIREWORKS

Communication Sheet

All communications regarding this contract should be directed to the contact information listed below. Questions regarding contract terms or conditions should be directed to the contact information listed below.

Customer Information	Company Information
Customer Name Hessau County WOC	Company Name Zambelli Fireworks
Address 2999 Main Street Yulee, FL 32097	Address 1000 Highway 17 Yulee, FL 32097
City/State/Zip Yulee, FL 32097	City/State/Zip Yulee, FL 32097
Phone Number 904-733-1032	Phone Number 904-733-1032
Alt. Contact Name Brendy Cartier	Alt. Contact Name Brendy Cartier
Alt. Contact Address 42135 Massachusetts Rd Casselton, FL 32111	Alt. Contact Address 42135 Massachusetts Rd Casselton, FL 32111
Alt. Contact City/State/Zip Casselton, FL 32111	Alt. Contact City/State/Zip Casselton, FL 32111
Alt. Contact Home Phone Number	Alt. Contact Home Phone Number
Alt. Contact Cell Number	Alt. Contact Cell Number
Alt. Contact Email	Alt. Contact Email
Company Name	Company Name
Company Address	Company Address
Company City/State/Zip	Company City/State/Zip
Company Home Phone Number	Company Home Phone Number
Company Cell Number	Company Cell Number
Company Email	Company Email
Contract Number	Contract Number
Contract Date	Contract Date
Contract Value	Contract Value
Contract Status	Contract Status
Contract Description	Contract Description
Contract Terms	Contract Terms

ALL SHOWS ARE A RESULT OF THE CONTRACT.

1000 Highway 17
Yulee, FL 32097
904-733-1032
www.zambellifireworks.com

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FIREWORKS

Communication Sheet

Communications Sheet must be completed in its entirety each year.

Our insurance carrier requires a newly completed form each year.

A Zambelli Fireworks representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	Nassau County BOCC	Show Date	12/6/24
Address	76347 Veterans Way	Rain Date	N/A
City, State, Zip	Yulee, FL 32097	Time of Show	7:00 p.m.
E-Mail		Duration of Show	8-10 minutes
Firing Site Location		Storage Site Location	
Description	Robert M. Foster Justice Center	Description	
Site contact Name	Jay Robertson	Site Contact Name	N/A
Phone Number	904-753-4035	Phone Number	
Address	76347 Veterans Way	Address	
City, State, Zip	Yulee, FL 32097	City, State, Zip	
Main Contact		A/P Billing Contact	
Name	Jay Robertson	Name	Jay Robertson
Address	45195 Musselwhite Rd.	Address	
City, State, Zip	Callahan, FL 32011	City, State, Zip	
Home Phone Number		Home Phone Number	
Fax Number		Fax Number	
Office Number (& ext.)	904-530-6127	Office Number (& ext.)	
Cell Number	904-753-4035	Cell Number	
E-Mail	jrobertson@nassaucountyfl.com	E-Mail	
Alternate Contact		Show Day Contact	
Name	Brandy Carvalho	Name	Jay Robertson
Address	96135 Nassau Place, Suite 1	Address	
City, State, Zip	Yulee, FL 32097	City, State, Zip	
Home Phone Number		Home Phone Number	
Fax Number		Fax Number	
Office Number (& ext.)	904-530-6019	Office Number (& ext.)	
Cell Number	904-676-8841	Cell Number	
E-Mail		E-Mail	

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

1060 Holland Drive – Suite J
 Boca Raton, FL 33487
 (561) 395-0955
 www.zambellifireworks.com

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Required Insurance Requisition Form

Customer Name Nassau County Board of County Commissioners

Address 96135 Nassau Place

City Yulee State FL Zip 32097

Display Date 12/6/24 Rain Date N/A 12/14/24 DF

Location of Display 76347 Veterans Way

City Yulee State FL Zip 32097

Name all Additional Insured

Nassau County Board of County Commissioners

96135 Nassau Place

Yulee, FL 32097

Name & Address of Display Site Property Owner

Same as above

Certificate to be issued to: Nassau County Board of County Commissioners

Address 96135 Nassau Place

City Yulee State FL Zip 32097

Title _____ Phone 904-530-6010

*** This form must be returned with your signed contract for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

1060 Holland Drive – Suite J
Boca Raton, FL 33487
(561) 395-0955
www.zambellifireworks.com



Certificate Of Completion

Envelope Id: CF94B43A-B09F-4CDE-8F16-F8BED72B0845 Status: Completed
Subject: Contract No.: CM3827 Vendor Name: Zambelli Fireworks \$10,000 Description: Tree Lighting Fireworks
Source Envelope:
Document Pages: 35 Signatures: 8 Envelope Originator:
Certificate Pages: 6 Initials: 4 Katie Brock
AutoNav: Enabled kbrock@nassaucountyfl.com
Enveloped Stamping: Enabled IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Katie Brock Location: DocuSign
12/3/2024 10:52:54 AM kbrock@nassaucountyfl.com

Signer Events

Signature	Timestamp
Brandy Carvalho bcarvalho@nassaucountyfl.com Director of Strategic Advancement Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 12/3/2024 11:02:46 AM Viewed: 12/3/2024 11:32:32 AM Signed: 12/3/2024 11:32:40 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)	<i>MP</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 12/3/2024 11:32:42 AM Viewed: 12/3/2024 11:34:42 AM Signed: 12/3/2024 11:35:01 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Danielle Fredrickson dfredrickson@zambellifireworks.com Security Level: Email, Account Authentication (None)	<i>Danielle Fredrickson</i> Signature Adoption: Pre-selected Style Using IP Address: 170.55.2.194	Sent: 12/3/2024 11:35:04 AM Viewed: 12/3/2024 11:36:50 AM Signed: 12/3/2024 11:37:32 AM
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Electronic Record and Signature Disclosure:
Accepted: 12/3/2024 11:36:50 AM
ID: 7dd89d82-72e5-475a-ae2c-8d3491911410

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Lanaee Gilmore</i> Signature Adoption: Pre-selected Style Using IP Address: 174.228.167.168 Signed using mobile	Sent: 12/3/2024 11:35:03 AM Viewed: 12/3/2024 1:04:55 PM Signed: 12/3/2024 1:05:06 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 12/3/2024 1:05:08 PM Resent: 12/3/2024 1:49:54 PM Viewed: 12/3/2024 3:08:22 PM Signed: 12/3/2024 3:08:29 PM</p>
<p>Danielle Fredrickson dfredrickson@zambellifireworks.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/3/2024 3:52:11 PM ID: b6d4bd3a-e8e8-4bab-98ac-f611fe22b9dc</p>	 Signature Adoption: Pre-selected Style Using IP Address: 170.55.2.194	<p>Sent: 12/3/2024 3:46:47 PM Viewed: 12/3/2024 3:52:11 PM Signed: 12/3/2024 3:52:45 PM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 12/3/2024 3:08:33 PM Resent: 12/3/2024 3:52:48 PM Viewed: 12/3/2024 3:14:08 PM Signed: 12/3/2024 4:19:21 PM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Drawn on Device Using IP Address: 174.239.92.206 Signed using mobile	<p>Sent: 12/3/2024 4:19:25 PM Viewed: 12/3/2024 4:25:39 PM Signed: 12/3/2024 4:25:55 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Clerk Services BOCCClerkServices@nassaualerk.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 12/3/2024 4:25:58 PM Viewed: 12/3/2024 4:47:59 PM</p>

Carbon Copy Events	Status	Timestamp
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/3/2024 4:26:00 PM Viewed: 12/3/2024 4:33:47 PM
Sabrina Robertson srobertson@nassaucountyfl.com Public Information Officer Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/3/2024 4:26:01 PM
Danielle Fredrickson dfredrickson@zambellfireworks.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/3/2024 3:52:11 PM ID: b6d4bd3a-ede8-4bab-98ac-f611fe22b9dc	COPIED	Sent: 12/3/2024 4:26:03 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2024 11:02:46 AM
Envelope Updated	Security Checked	12/3/2024 1:49:53 PM
Envelope Updated	Security Checked	12/3/2024 1:49:53 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Envelope Updated	Security Checked	12/3/2024 3:46:46 PM
Certified Delivered	Security Checked	12/3/2024 4:25:39 PM
Signing Complete	Security Checked	12/3/2024 4:25:55 PM
Completed	Security Checked	12/3/2024 4:26:03 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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