



**AGREEMENT**  
*between*  
**THE TOWN OF MIAMI LAKES**  
*and*  
**LIGHT F/X PRO'S**  
*for*  
**RFP No. 2025-10 TOWN FIREWORKS DISPLAY**

THIS AGREEMENT is made and entered into as of this 6 day of May, 2025 by and between **LIGHT F/X PRO'S** with principal offices at **7261 NW 43 STREET, MIAMI, FL 33166** (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street (hereinafter referred to as the "Town").

**WITNESSETH:**

**WHEREAS**, on February 24, 2025, the Town issued Request for Proposals ("RFP") 2025-10 Town Fireworks Display which includes the General Terms and Conditions of the RFP, Special Conditions, Technical Specifications and Exhibits, Bid Forms, and associated addenda, which are collectively referred to as the "RFP 2025-10" and which is attached hereto and incorporated herein as **Exhibit "A;"** and

**WHEREAS**, on April 2025, the Contractor submitted a response to RFP 2025-10 Town Fireworks Display, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference, and which is attached hereto and incorporated herein as **Exhibit "B;"** and

**WHEREAS**, the aforementioned Exhibit "A" shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the terms and conditions of RFP 2025-10 Town Fireworks Display, which includes the Notice to Proposers, Submission of a Response, Scope of Work, Response Format, Evaluation/Selection Process, Terms and Conditions, Price Proposal, Required Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2025-10, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to make payment in accordance with the terms of RFP 2025-10 incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
4. This Agreement will be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew the Contractor for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP 2025-10 Section B4.
5. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.
6. **Attorney's Fees and Costs.** In addition to any other contractual attorney's fees and costs provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.
7. **Governing Law and Venue.** This Agreement shall be interpreted and governed according to the laws of the State of Florida. Any dispute or conflict arising out of or relating to this Agreement must be brought only in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The Parties agree such court and such court alone shall have personal jurisdiction and venue over any action relating to this agreement and further agree to waive any rights they may have to challenge the court's jurisdiction over them.
8. **Notice.** Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

**For Town:**

Mr. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[Pidermanne@miamilakes-fl.gov](mailto:Pidermanne@miamilakes-fl.gov)

With a copy to:

Rosa M. Marrero  
Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[marreror@miamilakes-fl.gov](mailto:marreror@miamilakes-fl.gov)

**For Contractor:**

Ernest Ruiz  
Light F/X Pro's  
7261 NW 43 Street,  
Miami, Florida 33166  
[ernie@lightfxpros.com](mailto:ernie@lightfxpros.com)

9. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

1. Last addendum issued
2. RFP Solicitation No. 2025-10
3. RFP Exhibits, Solicitation No. 2025-10
4. Contractor's Proposal, Solicitation No. 2025-10

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and (LIGHT FIX PRO'S) signing by and through its owner, Ernest Ruiz, duly authorized to execute same.

WITNESS/ATTEST

*Monica Spitzer*

Signature

*Monica Spitzer Admin*

Print Name, Title

LIGHT FIX PRO'S

*[Signature]*

Signature

*Ernest Ruiz Owner*

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Consultant Secretary

(Affirm Consultant Seal, if available)

ATTEST:

*[Signature]*  
Gina Inguanzo, Town Clerk

Town of Miami Lakes, a municipal corporation of the State of Florida

*[Signature]*  
Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

*[Signature]*  
Town Attorney

**EXHIBIT A - CONTRACTOR'S PROPOSAL**



**RFP 2025-10  
Price Proposal**

**Town Fireworks Display  
Form PP**

The Proposer declares that it has fully reviewed the requirements of the RFP and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and professional expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement attached thereto, at the prices and rates listed below.

The prices stated below include all costs to complete the Services requested under the RFP and Contract.

Lump-sum price to include furnishing all permitting, labor, supervision, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary to provide a professional Fireworks display for a One (1) 20-minute-long show.

**Option A pricing will be used in the Price Evaluation**

A. One (1) 20-minute-long show: \$ 28,500

*Amount from above line written in words:*

Twenty Eight thousand five Hundred

**Optional B pricing will NOT be considered in Price Evaluation**

B. Two (2) 15-minute-long shows: \$ 16,500

*Amount from above line written in words:*

Sixteen thousand five Hundred.



By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Project. The Town at its sole discretion may negotiate with the elements of the Fee with the Proposer.

Light FX Pros  
Proposer's Name

By: [Signature]  
Signature of Authorized Officer

3/18/25  
Date

Ernest Ruiz  
Printed Name

Owner  
Title