PURCHASE OF SERVICE AGREEMENT

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Pyrotechnic Display Services Agreement attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. The following provisions in Exhibit A are altered as follows:
 - 1.2.1 Section 9 Indemnification: Section deleted in entirety.
- 1.3. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.
- **2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. **TERM**:

- 3.1. <u>Term of Agreement:</u> The Term of this Agreement shall be from the date of this agreement through July 5, 2015.
- **4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Twenty Thousand Dollars (\$20,000.00)
 - 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
- **5. INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The

Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

- 6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
 - 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- **8.** <u>INSURANCE:</u> The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. <u>Commercial General Liability Insurance:</u> to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence:

\$5,000,000

8.1.2. General Aggregate:

\$2,000,000

8.2. <u>Comprehensive Automobile Liability Insurance:</u> to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage:

\$1,000,000 (each accident)

8.2.2. Personal Injury Protection:

Per Colorado Statutes

- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as

applicable.

8.4.1. Each Occurrence:

\$1,000,000

- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. <u>Adams County as "Additional Insured":</u> The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
 - 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. <u>Licensed Insurers</u>: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. <u>Proof of Insurance:</u> At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. <u>For Cause:</u> If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. <u>Jurisdiction and Venue:</u> The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. <u>Record Retention:</u> The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.5. <u>Assignability:</u> Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement

shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

- 11.7. <u>Force Majeure:</u> Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Open Space

Contact: Melanie Snodell

Address: 9755 Henderson Road

City, State, Zip: Brighton, Colorado 80601

Phone: 303.637.8027

E-mail: msnodell@adcogov.org

Department: Adams County Purchasing

Contact: Ben DeRomanis

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6043

E-mail: bderomanis@adcogov.org

Department: Adams County Attorney's Office Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor: Tri-State Fireworks, Inc. Contact: Joe Diaz/Sharon Dermody

Address: P.O. Box 31

City, State, Zip: Brighton, Colorado 80601

Phone: 720.685.9785

E-mail: tristatefw@qwestoffice.net

- 11.9. <u>Integration of Understanding:</u> This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. <u>Severability:</u> If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to

- enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. <u>Confidentiality:</u> All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
- 13. <u>COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:</u> Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
 - 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that

the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams County Parks and Open Space Department

Signature	3 June 2015 Date
Printed Name	Dyry Carry Manager
Tri-State Fireworks, Inc.	() ,) , , —
Signature Signature	Date
Sharon Dermody Printed Name	Dice President Title
Attest:	
Stan Martin, Clerk and Recorder Depur	ty, Clerk
Approved as to Form: Adams County A	Man lu ttorney's Office
NOTARIZATION OF CONTRACTOR'S	SIGNATURE:
county of Adams	
STATE OF Coloredo)SS.
Signed and sworn to before me this 1^{s+} da	y of <u>June</u> , 2015,
by Sharon K Dermody	_,
1/h/// 5>	ROBERTO JUAREZ NOTARY PUBLIC
Notary Public	STATE OF COLORADO NOTARY ID 20104020646
My commission expires on: 06 24 -2018	MY COMMISSION EXPIRES 06/24/2018

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Ristate treworks, Inc.

Date

Signature

Name (Print or Type)

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com\employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A

PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SEVICES AGREEMENT (Hereinafter referred to as "Agreement" made and entered into this 25th Day of February, by and between Tri-State Fireworks, Inc. P.O. Box 31 Brighton, CO 80601 (hereinafter referred to as "SELLER) and:

Adams County Fair 9755 Henderson Rd Brighton, CO 80601

(Hereinaster referred to as "Buyer")

1. TIME AND PLACE: POSTPONEMENT/CANCELLATION, SELLER agrees to design, produce and execute a fireworks show, otherwise known as a pyrotechnic display, on:

July 4, 2015

At the following location:

9755 Henderson Rd. Brighton, CO 80601

Weather permitting. An alternate inclement weather (generally excessive wind and/or precipitation) date during the 2015 calendar year is to be designated by BUYER and agreed upon by SELLER, at the same place set forth herein above. It is agreed and understood by and between the parties hereto that SELLER shall have sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event SELLER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, SELLER shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative inclement weather date as set forth hereinabove. As a part of the authority stated hereunder, SELLER reserves the right to prematurely end or place a hold on the continuance of the display in progress so as to create unsafe or hazardous situations. In the event the display cannot be postponed to an alternate date, SELLER shall have the right to retain, and BUYER agrees to pay SELLER, thirty five percent(35%) of the total contract price per display for expenses incurred and services rendered.

2. INSURANCE: : SELLER agrees to obtain and maintain during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by SELLER under this Agreement.

SELLER shall obtain and maintain during the life of this Agreement; 1) Commercial General liability in the amount of 5,000,000. 2) Workers Compensation insurance covering obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement.

3. **EQUIPMENT:** SELLER shall be responsible to install, set up, and remove the equipment and support hardware of the pyrotechnic display. BUYER shall provide sufficient trash receptacles for cleanup after execution of the display.

- 4. SECURITY/SAFETY: BUYER is responsible for procuring and managing the following: Adequate security personnel, barricades, ropes with flags, etc., to barricade all closed areas to spectators; sufficient space to be clear and free of all persons except those employed or expressly authorizes or put in place by SELLER.
- 5. PREPERATION OF DISPLAY: SELLER shall be responsible for all aspects of the setup and operation of the display.
- 6. PLACEMENT: BUYER and SELLER shall mutually determine and agree upon the placement and arrangement of fireworks display devices, spectator viewing areas, and any and all equipment involved with the pyrotechnic display to ensure the highest degree of show integrity and character, and present to the audience the most aesthetic artistic and safest program possible, SELLER shall have sole discretion over placement necessitated by applicable federal, state, local safety, fire or other regulations.
- 7. LICENCES OR PERMITS: SELLER will be responsible to obtain any state, city or other license or permits required to execute the pyrotechnic display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance in accordance with paragraph two above, and other items required by the licensing authorities for issuance of such license or permits.
- 8. COMPENSATION: Compensation shall be made to the SELLER in the amount of Twenty Thousand Dollars (\$20,000.00). Buyer shall pay 1/2 total contract by May 1, 2015, with balance due July 31, 2015. Unpaid accounts are subject to one and one half percent (1 1/2%) interest charge per month after fifteen days.
- INDEMNIFICATION: It is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees and persons contracted by SELLER for and against all losses, damages, demands, sosts, claims, suits and other related actions or proceedings of whatever nature or kind resulting from damages or injury arising in any way out of the fireworks products or other products furnished by SELLER under the terms of this Agreement, resulting from any source other than one the negligence of SELLER hereunder, or its agents or employees, or from a source other than one for which insurance coverage has been provided pursuant to paragraph three of this agreement above.
- 10. FORCE MAJEURE: Subject to the provisions of paragraph one above, any failure or omission of BUYER or SELLER under this Agreement due to an act of GOD, enactment, rule, order or any act of government instrumentality (whether federal, state, or local), other causes beyond the control of BUYER or SELLER, or force majeure will not constitute a breach or default under this agreement.
- 11. CONSTRUCTION/ASSIGNMENT/APPLICABLE LAW: If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable or in any such provision is waived or not enforced by any party hereunder, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated, This Agreement, including any documents incorporated or referred to herein, constitutes the entire Agreement between the parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER, This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each of the

parties. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Colorado, and any aspect of this Agreement shall be controlled by and interpreted under the laws of the State of Colorado, as they may exist from time to time.

12. ATTORNEY FEES: If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs of suit and reasonable attorney's fees.

TRI-STATE FIREWORKS, INC. "SELLER"	ADAMS COUNTY FAIR "BUYER"
By: (1)	D.,,
By. <u>2</u>	Ву:
Date: February 25, 2015	Date:



TO:

Adams County Fair

ATTN:

Melanie Snodell

EVENT:

Independence Day Celebration

DATE:

July 4, 2015

ITEMIZED PRODUCT LISTING

Opening Announcement

20 - Titanium Salute

50 - Assorted Color Peony

2 - Display Boxes (Brocade Crown Glitter Time Rain (200 Shots))

*** MAIN BODY **

THREE-INCH SHELLS (200)

Selected from:

Titanium Salute w/tail
Assorted Color Peony
Assorted Oriental Flower
Glittering Silver to Yellow Chrysanthemum
Red Glitter
Purple Tiger Tail w/Titanium
Blue Ring
Brocade to Dark Pink w/Gold Tail
Half Red & Half Blue Chrysanthemum
Brocade Silver to Green Strobe
Sparkling Golden & Silver Light
Blue Ring w/Palm Pistil
Gold Glittering to Red
Green Strobe

Blue Brocade w/ Crackling
Red Ring
Tiger Tails
Red Gamboge to Blue Chrysanthemum
Glittering Silver to Green Chrysanthemum
Green & Red Glitter
Glittering Silver to Purple Chrysanthemum
Golden Wave to Red Chrysanthemum
Green to Crackling
Golden Wave to Blue Chrysanthemum
Golden Wave to Green Chrysanthemum
Golden Wave to Green Chrysanthemum
Glittering Silver to Variegated
Chrysanthemum

Three-Inch Continued

Green & Silver Glitter Purple Peony Red Ring Gold Tiger Tail w/Dragon Eggs Silver Sunny Silver Silk Fish Blue to Crackling Dragon Eggs Red & Green Peony

Green Glitter

Red Gamboge to Red Chrysanthemum Glittering Silver to Blue Chrysanthemum Golden Wave to Purple Chrysanthemum Green & Purple Peony

Willow w/Green Leaves Rising w/Rising

Green

Half Purple & Half White Peony

AND MORE ...

FOUR-INCH SHELLS (100)

Selected from:

Yellow Moving Star Purple Moving Star Red & Blue Green & Purple Multi Color Dragon Eggs Red w/Crackling Green w/Crackling Silver w/Crackling

Titanium_Salute_ Charcoal Willow

Green to Purple Blue to Red Yellow to Purple Golden to Blue Silver to Blue Green to Crackling Blue to Crackling Purple to Crackling Red to Crackling

Multi Color to Crackling Green Strobe to Green Red, White & Blue Red & Yellow

White Strobe

Red to Purple Crackling

Red Flashing Glittering Silver Variegated Glittering Blue Peony w/Red Comet

Brocade Crown Silver Flashing Ring Green to Purple Ring w/Crackling Pistil Golden to Crackling Ring w/Pistil Two Crackling Silver Sparkling Rain

Silver Chrysanthemum w/Clustering Strobe

Silver Sparking Rain Strobe Falling Leaves Green Falling Leaves Red Falling Leaves Purple Falling Leaves

Green Silver Sparkling Rain Cr Pistil

Multicolor Silver Spark Rain

Color Peony w/Crackling Rain Pistil

Five Time Flower Red & Green Bees Asst Scattering P Y G

Mix Y & P Chrysanthemum w/Whistles

Red & Silver Peony w/Reports

Time Rain to Blue Coco

Octopus

Twice Presented Flowers

Strobe Palm Tree Crossette Strobe White Shining Ray Multi Color Crisscross

Stained Glass

Haga Color Peony w/Crack

Haga Multi-color Silver Sparkling Rain Haga Green strobe Falling Leaves Silver Chrysanthemum Cluster Star Pistil

Sparkling Rain w/Red Pistil

Green Iron Tree

Three Ring Chrysanthemums Double Annulus Chrysanthemum

And More...

FIVE-INCH SHELLS (60)

Selected from:

5 Point Blue Star in Red Ring Crackling Willow Flower Green Strobe Willow Gold Strobe Willow

Silver Fish

Straw Hat Blue & White Glittering Crossette Blue Gold Annulus Flower Crown Gold Horsetail Red Peony Pure Blue Peony White Peony

Half Red & Half Blue w/White Strobe Pistil

Golden Bow Tie w/Blue Ring

Gold Strobe Chrysanthemum w/ Coco Tree Pistil Red Peony w/ Big Silver Spark Rain Crack Pistil

Big Silver Sparkling Rain w/ Blue Pistil Purple Annulus Chrysanthemum Blue Ring to glittering Crossette Ring Multicolor Crisscross R G B P Y

Gold Willow Charcoal

Purple to Green to Crackling
Purple w/ Coconut Tree
Blue w/ Multicolored Flowers
Red to Silver w/Blue to Red Pistil
Red to Yellow to Silver w/ Green
Yellow to Blue & Crackling Stars
Brocade Crown w/ Strobe
Silver w/ Red & Blue Pistil
Yellow to Blue w/Red Pistil

Blue to Red w/ Silver Pistil Blue to Yellow w/ Green Pistil Glittering Red to Crackling

Green to Yellow w/ Red Pistil

Silver to Blue w/ Coconut Tree

Crossette Strobe

Color Changing Yellow to Purple

Blue Star

White Strobe Peony w/ Red Pistil Silver Wave to Blue to Red to Silver

Saturn Ring

Green Dahlia w Gold Strobe Pistil Color Peony w/Crackling Rain Pistil

Multi Color Silver Sparkling Rain Crackling Pistil Silver Chrysanthemum w/White Cluster Star Pistil

Big Silver Sparkling Rain w/Red Pistil

Octopus

Crossette Cosmic

White Star Rainbow 5 Point Star Double Heart

Color Changing Crossette Blue to Red Silver Ring to Silver Crossette Ring

Pink Peony Red Go Getters Green Go Getters Stained Glass

Multi Color Plume
Crystal Cascade
Ring w/Crackling Pistil
Gold Strobe Willow
Multi-Color Falling Leaves
Yellow to Red to Blue
Red to Yellow w/Blue

Green to Red to Silver w/Purple

Kaliedescope Smiley Face Pattern Shells And More...

SIX-INCH SHELLS (35)

Selected from:

Flower Crown Kaliedescope Red Peony Green Peony Six-Inch Continued

Yellow Peony

Blue Peony (pure blue)

Purple Peony White Peony

Multi Color RBGPY-5colors

Multicolor Silver Sparkling Rain Crackling Pistil

Green Silver Sparkling Rain Crackling Pistil

Purple Ring to Yellow

Crossette Ring w/Green Strobe

Pistil

Super Crown Gold Strobe Willow Glittering Crossette Gold Horsetail

Half Red & Half Blue w/White Strobe Pistil

Blue to Red W/White Strobe Pistil

Silver Chrysanthemum White Clustering Star Pistil Blue Annulus Chrysanthemum Crackling Willow Flower

Strobe Palm Tree w/Double Tail

Purple Go Getters Twilight Glitter Multi-color Plume White Strobe Willow

Ring w/Strobe Pistil Stained Glass

Color Peony

Double Annulus Chrysanthemum

Green Strobe Willow

Octopus

Color Changing Crossette Blue to Red

Multicolor Go Getters Brocade Crown w/ Salute

Half Red, Half Blue Chrysanthemum Half Red, Half Green Chrysanthemum Multi Color Silver Sparkling Rain Crack Pistil

Gold Glitter

Multi-color Falling Leaves Chinese Rain Storm

Red Chrysanthemum to Thous of Silver Rings

Silver Whirl W/Purple Ring Green to Purple Peony

Brocade Crown with Red Falling Leaves

Straw Hat

Red White & Blue mixed stars

Twice Blooming Peony

Sunflower

Blooming Purple Orchid

Octopus

Golden to Purple Bow Tie

Yellow Dahlia Green dahlia Purple Dahlia Red Dahlia Strobe Horsetail Wind-bell

Brocade to Red
Brocade to Purple

Pattern Shells
And More...

Grand Aerial Finale

Salute Barrage (98)

Shot Quick Salute Barrage (98 shots)

3-INCH SHELLS (280)

120 - Red White & Blue Shells

120 - Gold Brocade

40 - Titanium Salutes (loud)

4-INCH SHELLS (40)

40 - Red White & Blue Shells

20 - Gold Brocade

5-INCH SHELLS (10)

10 - Gold Brocade

***Ground Display (5,500 Shots) ***

- 2 New Color Tail to Happy Stars & Crackling Flower Tail to P, G, Y Mix Peony & Broc
- 2 Brocade Tail to Brocade Horsetail
- 2 Multi Color Blooming Crackle
- 2 Fast Z Lemon & Purple Crossettes
- 2 New Type Crossettes
- 2 Green Tail Silver Whirlwind to Red Strobe
- 3 Silver Whistling Dragon

Tri-State reserves the right to substitute product of equal or greater value Direct Importer: Lidu, Dominator, Flower King, Brothers Factories- CHINA

MISCELLEANEOUS

- Choreographed Program
- General & Auto Liability Insurance
- Workers Compensation Insurance
- Electronically Fired
- Equipment & Personal

Contract Price: \$20,000.00

Purchase Order Number 12589

This Number Must Appear on all Invoices, Packing Lists, and Packages

VENDOR NUMBER: 35211

ADAMS COUNTY PURCHASE ORDER

Page Order Date: Requested Date: 06/03/15

Cost Center:

1 of 1 06/03/15 5010

Vendor Address	Vendor and Shipping Information	Ship To Information
TRI STATE FIREWORKS INC PO BOX 31 BRIGHTON CO 80601	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601

Ln	R	S. Akar	Description / Supplier Item	QTY/	UOM	Unit Price	Extended Price	Account Number	Req. No.
1		4th of july show			EA	0.0000	20,000.00	5010.7330	
!	T	erm	Tax Rate	L	Sa	les Tax		Tota	Order

Net 30 Days

Tax Rate *NA*

Sales Tax 0.00 Total Order 20,000.00

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT COLORADO TAX EXEMPT #98-03569.

Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050

350103 DEROMANIS, BENJAMIN R

ADAMS COUNTY AUTHORIZED SIGNATURE

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

- 1. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.
- 2. TERM: The term of this Agreement shall be for no more than one year from the date of this purchase order unless other
- wise noted on the first page of this document.

 3. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
- 4. NONDISCRIMINATION: The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public

agency setting forth the provisions of this nondiscrimination clause.

5. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

6. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

6.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 6.1.1. Each Occurrence \$1,000,000
 6.1.2. General Aggregate \$2,000,000
 6.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

- 6.2.2. Personal Injury Protection Per Colorado Statutes
- 6.3. Workers' Compensation Insurance: Per Colorado Statutes
 6.4. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 6.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the
- 6.5. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 6.6. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the
- County.

 6.7. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement. 7. TERMINATION
- 7.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 7.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

8. MUTUAL UNDERSTANDINGS:

8.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

8.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18–8–301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18–8–401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

8.4. <u>Record Retention</u>: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

8.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise

transferable by the Contractor without the prior written consent of the County.

8.6. <u>Waiver</u>: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

8.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

8.8. <u>Notice</u>: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received.

8.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

8.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained

9. CHANGE ORDERS OR EXTENSIONS:

- 9.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 9.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

- 10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

 10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

 10.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administrated by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 10.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract
- 10.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services
- 10.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

 10.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake
- pre-employment screening of job applicants while this public contract for services is being performed.

10.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §

8-17.5-102(5).

- 10.9. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
- 11. <u>Quality</u>: Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

 12. <u>Appropriation Clause</u>: The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificat	e noider in lieu of such endor	semen	us).						
PRODUCER				CONTACT NAME: Kristy	Wolfe				
	acker McCue & Huston (MG	Iull & Compa	PHONE (A/C, No. Ext):308-382-2330 FAX (A/C, No):308-382-7109						
509 W Koenig St Grand Island NE 68802				E-MAIL ADDRESS:kwolfe@ryderinsurance.com					
					NAIC#				
				INSURER A :SCOT	TTSDALE INS	CO	41297		
INSURED				INSURER B :NATIO	11991				
	ireworks Inc.; JC Fireworks			INSURER C :					
PO Box 31 Brighton C				INSURER D :					
Digiton	0 00001			INSURER E :					
				INSURER F:					
COVERAG	SES CER	TIFIC	ATE NUMBER: 900971776			REVISION NUMBER:			
INDICATE CERTIFIC EXCLUSION	O CERTIFY THAT THE POLICIES D. NOTWITHSTANDING ANY RE ATE MAY BE ISSUED OR MAY DNS AND CONDITIONS OF SUCH	QUIRE PERTA POLICI	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORDI ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRA ED BY THE POLIC BEEN REDUCED I	CT OR OTHER I CIES DESCRIBE BY PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	ECT TO WHICH THIS		
INSR LTR	TYPE OF INSURANCE	ADDL S	WD POLICY NUMBER	POLICY EF (MM/DD/YYY	F POLICY EXP (MM/DD/YYYY)	LIMI	rs		
	AL LIABILITY		CPS2210933	4/10/2015	4/10/2016	EACH OCCURRENCE	\$1,000,000		
X cc	MMERCIAL GENERAL LIABILITY				-	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000		
	CLAIMS-MADE OCCUR					MED EXP (Any one person)	\$5,000		
	— hossond					PERSONAL & ADV INJURY	\$1,000,000		
						GENERAL AGGREGATE	\$2,000,000		
GEN'L A	GGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,000,000		
X PO	LICY PRO-						\$		
B AUTOM	OBILE LIABILITY		CAO7760365	4/10/2015	4/10/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	Y AUTO					BODILY INJURY (Per person)	\$		
AL AU	LOWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$		
	RED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$		
X Exc	ess Hired						\$		
A UM	BRELLA LIAB X OCCUR		CXS0002508	4/10/2015	4/10/2016	EACH OCCURRENCE	\$4,000,000		
X EX	CESS LIAB CLAIMS-MADE					AGGREGATE	\$4,000,000		
DE							s		
	RS COMPENSATION					WC STATU- OTH- TORY LIMITS ER			
ANY PRO	PLOYERS' LIABILITY OPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$		
(Mandat	R/MEMBER EXCLUDED? ory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	s		
If yes, de	escribe under PTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$		
DESCRIPTION	OF OPERATIONS / LOCATIONS / VEHIC	LES (Att	ach ACORD 101, Additional Remarks 5	Schedule, if more spac	e is required)				
Certificate County Fai	ditional Insured applies to the Holder, Adams County Office rgrounds 9755 Henderson R cate supersedes any previous	ers & E d, Brig	Employees are additional in hton, CO	d form GLS-150 sured as respec	Os when requir ts to fireworks	red by written agreeme s display July 4, 2015 a	nt. it the Adams		
				A.I.I.A.E					
CERTIFICA	ATE HOLDER			CANCELLATIO	N	,			
Adams County Fair 9755 Henderson Rd Brighton CO 80601				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				authorized representative Oodi Laulkner					
	1		1	1					





MAY 11 2015

Office of the Adams County Attorney Parks & Open Space Department Adams County Regional Park

9755 Henderson Road, Brighton, CO 80601 PHONE 303.637.8000 FAX 303.637.8015

MEMORANDUM

Date:

April 15, 2015

To:

Ben DeRomanis, Purchasing Age

From:

Mary Willis, Co-Fair Manager

Through:

Nathan Mosley, Parks & Open Space Director

Quotes were solicited from Zambelli Fireworks, Tri-State Fireworks, and J&M Displays Inc., to provide a 4th of July fireworks show.

Tri-State Fireworks, Inc. provided a bid of \$20K, J&M Displays, Inc., was already booked, and Zambelli Fireworks provided a bid of \$20K.

The Adams County Parks & Open Space Department has a long standing history with Tri-State Fireworks, Inc. They have provided the fireworks for the Adams County Fair for over 10 years, are long time sponsors of the fair and they are a local Brighton/Adams County company. It is the desire of the Parks & Open Space Department to proceed with a purchase order to Tri-State Fireworks, Inc. to produce the 4th of July show on Saturday, July 4, 2015.

I authorize Mary Willis to process a purchase order to Tri-State Fireworks, Inc., in the amount of \$20,000.00.

Wathan Mosley

Parks & Open Space Director



April 15, 2015

Adams County Fair Melanie Snodell 9755 Henderson Rd Brighton, CO 80601

Melanie;

This letter along with attachment is the proposal for the 2015 Adams County 4th of July Fireworks Spectacular.

Choreographed fireworks displays shot from computerized electric firing systems have the capability of adding precisely timed "fronts" as well as sequences of effects such as a sky full of glittering, hanging willows or shells "stepping" across the sky. This year's display will be fired using a state-of-the-art computerized firing system that will be programmed with the entire show. We will fire many excellent quality shells with the newest effects. (see attached list of product).

We will have Load-In and Set-up prior to the 4th of July with our *Set-Up Crew* coordinating with the technicians. Set-up will be accomplished quickly, safely, and efficiently and in one day.

Having the 4th of July Fireworks display at the Adams County Fairgrounds be the most spectacular event is very important, our success is your success! I believe that the choreographed display with the effects we incorporate using, state of the art, computerized electronic firing system will allow us to make this fireworks display a grand occasion enjoyed by everyone.

Please let me know if you have any questions about the proposal and I look forward to hearing from you.

Best regards.

Sharon Dermody

REFERENCES

Colorado Sports Aviation:

Jim Cimiluca

Location: Rocky Mountain Regional Airport

Event: Rocky Mountain Air Show

22172 E Idyllwilde Dr. Parker, CO 80138 (720) 323-6784

Colorado National Golf Club: Location: Vista Ridge Golf Course

Matt Shalk

Event: Independence Day Celebration

2700 Vista Parkway Erie, CO 80516 (303) 665-9590

Town of Estes Park;

Bo Winslow

Location: Estes Park, CO

Event: Independence Day Celebration

P.O. Box 1967

Estes Park, CO 80517

(970) 586-6104

City of Northglenn:

Jeanette Sanchez

Location: Webster Lake

Event: Independence Day Celebration

11701 Community Center Dr Northglenn, CO 80233

(303) 450-8935

City of Broomfield:

Location: 130th & Sheridan

Event: Independence Day Celebration

280 Lamar

Broomfield, CO 80020

(303) 464-5500

Permits

Tri-State Fireworks is a full service pyrotechnic company holding all of the required federal explosive and transportation permits as well as Colorado transportation, Wholesale, Display Retail and pyrotechnic/display operator licenses. We will communicate with the local fire authority and provide all required information to receive fire department authorization.

General Liability/Auto

Producer:

Ryder- Rosacker - McCue & Huston

509 W. Koenig St

Grand Island, NE 68801

800-658-4200

General Liability

1,000,000/2,000,000 liability/Aggregate

Excess Liability

4,000,000

Business Auto:

1,000,000

Excess Liability

4,000,000

Meets DOT and Colorado PUC requirements for hazmat

Workers Compensation

Producer:

Pinnacol Assurance

7501 E Lowry Blvd Denver, CO 80230-7006 Darcy Fuglestad 303-361-4222

Coverage:

500,000 Bodily injury by accident each event

Melanie Snodell

From:

Bev Snyder [fireworks@stonebraker.com]

Sent: To: Wednesday, April 08, 2015 11:06 AM

Subject:

Melanie Snodell Fireworks Display

Dear Ms. Snodell,

We have received your bid request for a spectacular 15 – 20 minute fireworks display for July 4, 2015.

Unfortunately, we are totally booked and have no availability for a new display for the Fourth of July weekend. We would be happy to provide a bid for any other date of the year. Thank you for thinking of us.

Best regards, Bev

Bev Snyder
J & M Displays, Inc.
P.O. Box 21181
Denver, CO 80221
303-458-7600 (office), 303-455-5824 (fax) fireworks@jandmdisplayscolorado.com



April 14, 2015

Melanie Snodell Adams County Fair 9755 Henderson Road Brighton, CO 80601

Dear Melanie,

On behalf of Zambelli Fireworks I want to thank you for the opportunity to propose on the Adams County Fair July 4th fireworks presentation. The company is poised to deliver an exceptional, turnkey display for the event.

This proposal represents the accomplishments, creative abilities, references and other areas of interest of Zambelli Fireworks. Our local Colorado office and storage facility allows Zambelli representatives to easily meet with and plan for the event with Adams County Fair.

Our company offers the best insurance in the fireworks industry with a \$10 million PER CLAIM policy. More importantly, Zambelli's training program for pyro-technicians is second to none. We command a culture of the utmost focus on safety for both our technicians and the surroundings of the firing sites.

The Zambelli Team has fully understands the nature of providing a full, turnkey display. Our proposals are fully guaranteed for the product and services provided.

Lastly, we work hard to make sure that the fireworks are the easiest part of the logistics for your event. My cell phone number is 863-287-9168 and I'm available anytime for questions.

Cordially,

Ernie Simmons
Zambelli Fireworks – Colorado Project Manager
863-287-9168 (Cell)
erniesimmons@zambellifireworks.com



General Information Adams County Fair

Show Date: July 4th, 2015.

All inclusive Budget and Duration: Please see the following pages for full details on duration, budget, and high-impact product for the display.

Insurance Liability Coverage: \$10 Million dollars to cover the Fireworks Display. Zambelli uses the highest insurance premium in the fireworks industry, only offered with "AAA" rated companies.

Scope Of Work: Zambelli Fireworks understands the RFP Scope of Work and agrees to provide all services turnkey.

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 Colorado.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals.

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

Subcontractors: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors will be used for the set-up of the display.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA - 1123 code will be strictly enforced. All state and local regulations will also be strictly enforced.



Scope of Work

GRAND OPENING: First Impressions mean everything in entertainment. A strong opening barrage will set the tone for a strong display. Zambelli Fireworks believes the July 4th celebration atmosphere begs for an impressive Grand Opening. The Adam County Fair's display will open with a variety of fireworks including red, white and blue peonies, thundering titanium salutes, cracking palm tree shells, and gold flitter comet fans covering the sky from 125 ft to 600 ft in the air.

Duration: 20 - 30 seconds

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 spacing the perfect effects with one another and building themes. Some firework shells are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every display shell used to ensure there are no duplicates of scenes throughout the program. The audience will never see the same combinations of shells fired in a Zambelli production. The intensity will continue to grow until....

Duration: 15 - 20 minutes depending upon budget

...the 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 with multiple sized shells and effects to cover every inch of sky from 125 to 600 ft in the air.

Duration: 60 - 90 seconds

TOTAL DURATION: 15 - 21 Minutes Minimum Depending Upon Duration



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 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 3 inch shells, then all 4 inch shells, then all 5 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 one 5 inch Gold Kamuro Willow shell (500 ft.) and two 3 inch Purple Dahlias is a great, beautiful combination. Firing two 4 inch Pink strobing lights and two 4 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 300 to 500 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 have a flow of intensity. 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 deigns 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 5 and 6 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles. Lastly 8 inch Gold Willows break to cover the firing site with glistening gold wisps for 15 seconds.



Shells/Products:

Zambelli Fireworks carries an inventory of display shells that have more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen different manufacturers.

Inventory Specialists at Zambelli choose 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. Carlos Caballer fireworks 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 in Adam County Fair's display.

WHY CHOOSE ZAMBELLI?

Zambelli Fireworks prides itself on being able to provide the largest "bang for your buck." We have a large network which is unrivaled in the industry. With our offices in Denver, a permanent storage facility in Aurora, 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.



Show Details - \$20,000 with a 20 minute duration

GRAND OPENING:

20 - 3 Inch Loud Titanium-Salute Shells

20 - 3 Inch Red, White and Blue Peonies

2 - 100 shot Gold Flitter Comet Box (100 shots total)

BODY OF PROGRAM:

180 - 3 Inch Shells (Various Colors, Shapes, Sounds, Designs)

90 – 4 Inch Shells (Various Colors, Shapes, Sounds, Designs) 60 – 5 Inch Shells (Various Colors, Shapes, Sounds, Designs) 30 – 6 Inch Shells (Various Colors, Shapes, Sounds, Designs)

12 - Multi-Shot Barrage Devices totaling a minimum of 4,800 shots/effects

GRAND FINALE:

240 - 3 Inch Color Finale Shells

60 - 3 Inch Loud Titanium Salute Shells

24 - 4 Inch Color Finale Shells

10 - 5 Inch Color Finale Shells

2 - 300 Shot Grand Finale Multi-Shot Barrage Devices (600 shots total)

TOTAL SHELLS:

3 Inch 520 Shells 4 Inch 114 Shells 5 Inch 70 Shells 6 Inch 30 Shells

5,300 Shells/Shots Multi-Shots

TOTAL SHELLS AND SHOTS - 6,034



Firm's History

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, the western office is located in Bakersfield, CA., and the Central Office is located in Denver, CO. Zambelli Fireworks currently employees over 48 full-time employees 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 124 years.

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

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 in 1893.

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.

Zambelli Fireworks has always been on the cutting-edge of show design and introducing new technology in fireworks presentations. The company was an early adopter of both electric and computer-fired displays and helped design systems for optimal usage. Today more than 1,800 shows are displayed annually using the most up-to-date technology and firing equipment



Professionalism, Honesty and Integrity - Core Zambelli Principles.

One reason Zambelli Fireworks has been very successful for generations is professionalism and operating a company environment with the utmost in honesty and integrity. When promises are made, regardless of in writing or verbally, the company stands by them 100%. Our proposals reflect what we deliver. The business and operational team strive to deliver the best customer service in the fireworks industry.

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

All of Zambelli's display technicians have attended extensive training programs and have met all of the rigid safety procedures. One main goal is to exceed both state and federal safety requirements. The company offers a number of different training courses with extensive classroom and hands-on training per year. 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 us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

More than 2,000 satisfied clients every year cannot be wrong.

Clients love to talk about their Zambelli experience. We highly encourage you to reach out to our clients to discuss their experience with customer service, show design and quality, professionalism of the staff and technicians, and their overall satisfaction with Zambelli Fireworks.



References

Mr. Jason Flemming
Director of Promotions
Colorado Rockies - Computer Fired Choreographed Displays
2001 Blake Street
Denver, CO 80205
(303) 292-0200

Ms. Liz Coates
Director of Game Day Entertainment
Denver Outlaws – July 4th Computer Fired Choreographed Displays
Sports Authority Field at Mile High
1701 Bryant St. Suite #700
Denver, CO 80204

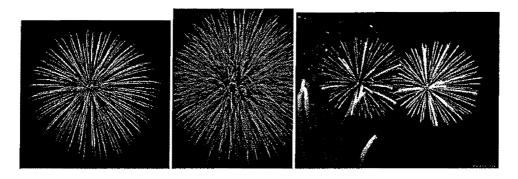
Michael McDonnell
Manager of Parks
City of Arvada – Computer Fired Choreographed Display
7800 W. 62nd Ave
Arvada, CO 80004
(720) 898-7419

Craig Welch
Special Events Coordinator
Ute Mountain Casino and Resort – Eletcrical Display
3 Weeminuche Dr.
Towaoc, CO 81334
(970) 564-6128

Chris Greenley
Event Presentation Manager
Colorado Rapids Soccer Club – Choreographed Display
Dick's Sporting Goods Park, 6000 Victory Way, Commerce City, CO 80022
(303) 727-3506



Chrysanthemums



<u>Description:</u> 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.

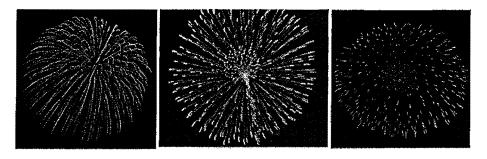
3" - 6" Shells

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 Chyrs.
Silver to Green Chyrs.
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 Pisitl
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers



Peonies



<u>Description:</u> 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.

3" - 6" Shells

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



Crossettes



<u>Description:</u> 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.

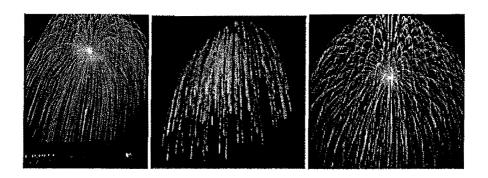
3" - 6" Shells

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



Duration/Lingering Effects (Willows, Brocades, Kamuros)



<u>Description</u>: 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.

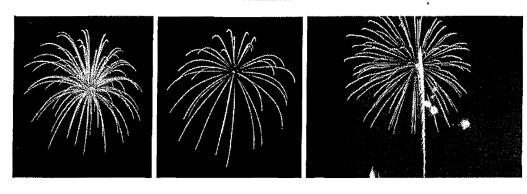
3" - 6" Shells

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



Dahlias



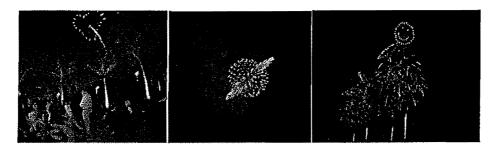
<u>Description</u>: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

3" - 6" Shells

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



Patterns



<u>Description:</u> 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.

3" - 6" Shells

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



Specialty Shells







<u>Description:</u> 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.

Body

3" - 6" Shells

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
Pink Blinker Shells (Spanish)
White Lightning Shells (Spanish)

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
White Blinker Shells (Spanish)
Red Hearts with Farfellas (Spanish)



Specialty Noise



<u>Description:</u> 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.

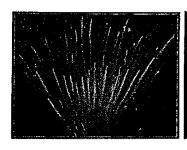
3" - 6" Shells

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

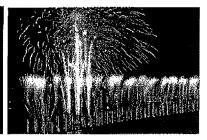
Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Blue Crackling Spiders
Tourbillion w/Reports
Green Crackling Flowers
Thundering Tourbillions
Whistles and Stars



Multi-Shot Devices







<u>Description</u>: 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.

100 Shot Popping Flowers

100 Shot Red Crossettes

49 Shot Super Brocades

49 Shot Gold Kamuros

49 Shot Crackling Palms

36 Shot Red and Blue Dahlias

36 Shot Gold Flitter

36 Shot Fan Sino Candles

408 Shot V Shape Rapids

300 Shot Grand Finales Comets

100 Shot Variegated Dahlias

100 Shot Crackling Crossettes

49 Shot Colorful Salutes

49 Shot Orange and Yellow Peacock

49 Shot Red to Silver Fish

36 Shot Purple-Aqua-Yellow-Orange

36 Shot Golden Strobes

36 Shot Colorful Falling Leaves

408 Shot Zipper Colors

250 Green to Whistles