PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 3rd day of JUNE 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Tri-State Fireworks, Inc., located at P.O. Box 31, Brighton, Colorado 80601, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

8.1. Commercial General Liability Insurance: 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. Comprehensive Automobile Liability Insurance: 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. Professional Liability Insurance: 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. **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:
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. **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.

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. **Proof of Insurance:** 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. 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.

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. 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 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. Record Retention: 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. 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.

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. **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.

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. **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.

11.10. **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 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. **Confidentiality:** 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. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** 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: [Signature] Date: 3 June 2015
Printed Name: Raymond H. Curvis Title: Deputy County Manager

Tri-State Fireworks, Inc.

Signature: [Signature] Date: 6/1/15
Printed Name: Sharon Dermody Title: Vice President

Attest:
Stan Martin, Clerk and Recorder Deputy, Clerk

Approved as to Form: [Signature] Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF Adams

STATE OF Colorado SS.

Signed and sworn to before me this 1st day of June, 2015,

by Sharon Dermody

Notary Public

My commission expires on: 06/24/2018

[Notary Seal]
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:

Tri-State Fireworks, Inc.  
Company Name

[Signature]

Sharon Dermody  
Name (Print or Type)

Vice President  
Title

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.
PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES 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

(Hereinafter 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 hereinafore. 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. PREPARATION 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.

9. 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, costs, 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 any event other than one for which insurance coverage has been provided pursuant to paragraph three of this agreement above.

10. FORCE MAJ&EURE: 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
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”

By: ____________________________

Date: February 25, 2015

ADAMS COUNTY FAIR  
“BUYER”

By: ____________________________

Date: ____________________________
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
- 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
Gold 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

Gold 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 Sparking 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-INC'H 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
Green to Yellow w/ Red Pistil
Silver to Blue w/ Coconut Tree
Blue to Red w/ Silver Pistil
Blue to Yellow w/ Silver Pistil
Glittering Red to Crackling

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-INC'H 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 R B G P Y -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)

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***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*

**MISCELENEOUS**

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

**Contract Price: $20,000.00**
ADAMS COUNTY PURCHASE ORDER

Vendor Address

TRI STATE FIREWORKS INC
PO BOX 31
BRIGHTON CO 80601

Vendor and Shipping Information

Phone:
FAX:
e-mail:
Delivery: FOB DESTINATION

Ship To Information

ADAMS COUNTY PARKS AND OPEN SPACE
9755 HENDERSON ROAD
BRIGHTON CO 80601

VENDOR NUMBER: 35211

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Term: Net 30 Days

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 #30-03598

Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050

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

350103 DE ROMANIS, 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 otherwise 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 Contractor.
   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 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. Record Retention: 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. 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.

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. 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 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 herein.

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 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.

10.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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. Quality: 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. Appropriation Clause: 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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFEWS 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).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68802

CONTACT
Kristy Wolfe
PHONE: 308-382-2330
FAX: 308-382-7109
E-MAIL: kwolfe@ryderinsurance.com

ININSURER/S AFFORDING COVERAGE
INSURER A: SCOTTSDALE INS CO
INSURER B: NATIONAL CAS CO
INSURER C:
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: 900971776
REVISION NUMBER:

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

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement. Certificate Holder, Adams County Officers & Employees are additional insured as respects to fireworks display July 4, 2015 at the Adams County Fairgrounds 9755 Henderson Rd, Brighton, CO

This certificate supersedes any previously issued certificate.

CERTIFICATE HOLDER
Adams County Fair
9755 Henderson Rd
Brighton CO 80601

CANCELLATION

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
Jodi Stullman

© 1988-2010 ACORD CORPORATION. All rights reserved.
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.

Nathan 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**

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<td>Independence Day Celebration</td>
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**Colorado National Golf Club:**  Location: Vista Ridge Golf Course

**Town of Estes Park:**  Location: Estes Park, CO

**City of Northglenn:**  Location: Webster Lake

**City of Broomfield:**  Location: 130th & Sheridan
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
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
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 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 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:

<table>
<thead>
<tr>
<th>Size</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 inch</td>
<td>520 Shells</td>
</tr>
<tr>
<td>4 inch</td>
<td>114 Shells</td>
</tr>
<tr>
<td>5 inch</td>
<td>70 Shells</td>
</tr>
<tr>
<td>6 inch</td>
<td>30 Shells</td>
</tr>
<tr>
<td>Multi-Shots</td>
<td>5,300 Shells/Shots</td>
</tr>
</tbody>
</table>

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 employs 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 – Electrical 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
**Zambelli FIREWORKS**

**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.

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 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
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.

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
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.

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)

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.

3" – 6" Shells

<table>
<thead>
<tr>
<th>Twilight Glitter w/Purple</th>
<th>Twilight Glitter w/Red</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brocades Crowns</td>
<td>Long Duration Red Falling Leaves</td>
</tr>
<tr>
<td>Brocades Crown to Purple</td>
<td>Brocades Crown to Red</td>
</tr>
<tr>
<td>Variegated Falling Leaves</td>
<td>Purple Falling Leaves</td>
</tr>
<tr>
<td>Long Duration Kamuro</td>
<td>Super Brocades Crowns</td>
</tr>
<tr>
<td>Pixie Dust Willows</td>
<td>Ultra-Long Duration Gold Kamuro</td>
</tr>
<tr>
<td>White Poca Shells</td>
<td>Gold Poca Shells</td>
</tr>
</tbody>
</table>
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.

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/Pistil
- Red and Blue Dahlia
- Silver Dahlia
- Blue Strobe Dahlia
- Purple Strobe Dahlia
- White Dahlia w/Purple Tips
- White Dahlia w/Red Tips
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.

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
**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.

**Body**

**3” - 6” Shells**

<table>
<thead>
<tr>
<th>Silver Bees</th>
<th>Blue Bees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horsetails</td>
<td>Aluminum King Shells</td>
</tr>
<tr>
<td>Large Silver Whirls (Serpents)</td>
<td>Blue and Red Spiders</td>
</tr>
<tr>
<td>Trees of Many Colors</td>
<td>Kaleidoscopes</td>
</tr>
<tr>
<td>Peacock Feathers</td>
<td>Gold Sparkling Kamikazes</td>
</tr>
<tr>
<td>Thousands of Gold Waves</td>
<td>Thousands of Red Waves</td>
</tr>
<tr>
<td>Peacock Tails</td>
<td>Red, White, Blue Dragon Eggs</td>
</tr>
<tr>
<td>Silver and Purple Strobes</td>
<td>Popping Flowers</td>
</tr>
<tr>
<td>Treasure Chests</td>
<td>Red Shell of Shells</td>
</tr>
<tr>
<td>Green Magnesium to Fast Strobe</td>
<td>Green Shell of Shells</td>
</tr>
<tr>
<td>Multi-Color Shell of Shells</td>
<td>Tourbillion and Multi-Color</td>
</tr>
<tr>
<td>Pink Blinker Shells (Spanish)</td>
<td>White Blinker Shells (Spanish)</td>
</tr>
<tr>
<td>White Lightning Shells (Spanish)</td>
<td>Red Hearts with Fartellas (Spanish)</td>
</tr>
</tbody>
</table>
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.

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


Description: 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