

**AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this **16th day of April, 2003**, by and between the City of Naples, Florida, a municipal corporation (hereinafter referred to as the "OWNER"), and **Pyro Engineering, Inc. dba Bay Fireworks** whose business address is **110 Route 110, Suite 102, Huntington Station, NY 11746** (hereinafter referred to as the "CONTRACTOR").

**W I T N E S S E T H:**

WHEREAS, the OWNER desires to obtain the services of CONTRACTOR **in providing a fireworks display at the City Pier on July 4, 2003**; (hereinafter referred to as the "Project"); and

WHEREAS, CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

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

**ARTICLE ONE  
CONTRACTOR'S RESPONSIBILITY**

- 1.1. The Basic Services to be performed by CONTRACTOR hereunder are the provision of CONTRACTOR **in providing a fireworks display at the City Pier on July 4, 2003** in accordance with the specifications attached hereto and incorporated herein. CONTRACTOR shall furnish all labor and materials as more completely described on Exhibit A, a copy of which is attached and made a part of this agreement.
- 1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses, if any, required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.
- 1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a service which, under Florida Statutes, requires a license, certificate of authorization or other

form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

- 1.4. CONTRACTOR agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, an individual to serve as the CONTRACTOR's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.
- 1.5. The CONTRACTOR has represented to the OWNER that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the OWNER's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR hereunder. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.
- 1.6. CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.
- 1.7. CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of OWNER who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council.

For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. In the event CONTRACTOR violates the provisions of this paragraph, CONTRACTOR shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of OWNER from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from OWNER, whichever is greater.

- 1.8 CONTRACTOR agrees not to provide services for compensation to any other party other than OWNER on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of OWNER.
- 1.9. Except as otherwise provided herein, CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of CONTRACTOR'S contractual relationship with OWNER for the special gain or benefit of CONTRACTOR or for the special gain or benefit of any other person or entity.
- 1.10. CONTRACTOR shall obtain and assign to OWNER all express warranties given to CONTRACTOR on any materials, equipment, or fixtures to be incorporated into the Project. CONTRACTOR warrants to OWNER that any materials and equipment furnished under this Agreement shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with this Agreement. CONTRACTOR further warrants to the OWNER that all materials and equipment furnished under this Agreement shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided in this Agreement. If, within one (1) year after the final completion of the Project, any work is found to be defective or not in conformance with this Agreement, CONTRACTOR shall correct it promptly after receipt of written notice from OWNER. CONTRACTOR shall also be responsible for and pay for the replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the OWNER is entitled as a matter of law.

**ARTICLE TWO**  
**OWNER'S RESPONSIBILITIES**

2.1. OWNER shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR hereunder;
- (b) The time the CONSULTANT is obligated to commence and complete all such services; or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONTRACTOR.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for CONTRACTOR to enter the Project site to perform the services to be provided by CONTRACTOR under this Agreement; and
- (c) Provide notice to CONTRACTOR of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONTRACTOR hereunder.

2.3. CONTRACTOR acknowledges that access to the Project Site, to be arranged by OWNER for CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.



**ARTICLE THREE**  
**TIME**

- 3.1 Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and **shall be performed and completed by July 4, 2003.**
- 3.2. Should CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONTRACTOR shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.
- 3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONTRACTOR's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR's sole remedy against OWNER will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the CONTRACTOR, the services to be provided hereunder have not been completed within 1 month of the date hereof, the CONTRACTOR's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONTRACTOR after expiration of said 1 month period.
- 3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the OWNER hereunder, the OWNER at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations

hereunder in such a manner so as to reasonably establish to the OWNER's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

**ARTICLE FOUR  
COMPENSATION**

- 4.1. The total compensation to be paid CONTRACTOR by the OWNER for all Basic Services shall **be the amount of \$30,000** Payments by the OWNER will be made for services rendered by the CONTRACTOR, no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the purchase order/contract by which authority the services have been made shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered, and must be submitted in triplicate in a form and manner required by OWNER.

**ARTICLE FIVE  
MAINTENANCE OF RECORDS**

- 5.1. CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONTRACTOR for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE SIX  
INDEMNIFICATION**

- 6.1. Contractor agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employer or utilized by the Contractor in the performance of the Contract.

**ARTICLE SEVEN  
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in EXHIBIT B, a copy of which is attached and made a part of this Agreement.

**ARTICLE EIGHT  
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by CONTRACTOR's own staff, unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE  
WAIVER OF CLAIMS**

9.1. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of CONTRACTOR's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONTRACTOR.

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

10.1. CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services

to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR or by any of CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The OWNER may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR seven (7) calendar days written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and CONTRACTOR's remedies against OWNER shall be the same as and limited to those afforded CONTRACTOR under paragraph 10.3 below.

10.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONTRACTOR that are directly attributable to the termination, but CONTRACTOR shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

#### **ARTICLE ELEVEN CONFLICT OF INTEREST**

11.1. CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE  
MODIFICATION**

12.1.No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN  
NOTICES AND ADDRESS OF RECORD**

13.1.All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following OWNER's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: Kevin Rambosk, City Manager

13.2.All notices required or made pursuant to this Agreement to be given by the OWNER to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the CONTRACTOR's address of record.

13.3.Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

14.1.CONTRACTOR, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

14.2.No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3.This Agreement is not assignable, in whole or in part, by CONTRACTOR without the prior written consent of OWNER.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

**ARTICLE FIFTEEN  
APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

OWNER:

CITY OF NAPLES, FLORIDA,  
a municipal corporation

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
Kevin Rambosk, City Manager

Approved as to form  
and legal sufficiency:

CONTRACTOR:

PYRO ENGINEERING, INC.  
dba BAY FIREWORKS

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

By: \_\_\_\_\_  
(Signature of Owner/Agent)

\_\_\_\_\_  
Witness for Contractor

(CORPORATE SEAL)

\_\_\_\_\_  
Witness for Contractor



# REQUEST FOR PROPOSAL

CITY OF NAPLES  
PURCHASING DIVISION  
280 RIVERSIDE CIRCLE  
NAPLES, FLORIDA 34102

PH: 239-213-7100 FX: 239-213-7105

|   |  |                   |   |
|---|--|-------------------|---|
| MAILING DATE:<br>02/06/03               | TITLE:<br>FOURTH OF JULY FIREWORKS DISPLAY | NUMBER:<br>045-03 | OPENING DATE & TIME:<br>2:00PM 03/04/03 |
| PRE-BID DATE, TIME AND LOCATION:<br>N/A |  |                   |   |

*Pyro Engineering, Inc*

|  |  |
|--|--|
| NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:<br><i>BAY FIREWORKS, INC</i> | IF SUBMITTING NO RESPONSE TO THIS REQUEST, STATE REASON IN THIS SPACE: |
| BIDDER'S MAILING ADDRESS:<br><i>110 ROUTE 110, SUITE 102</i>                 |  |
| CITY-STATE-ZIP:<br><i>HUNTINGTON STATION, NY 11746</i>                       |  |
| PH: <i>631-549-0900</i>  | EMAIL: <i>bayinfo@optonline.net</i>                                    |
| FX: <i>631-549-3151</i>  | WEB SITE ADDRESS: <i>www.bayfireworks.com</i>                          |

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time of City tenders final payment to the bidder.

|   |                         |   |
|---|-------------------------|---|
| AUTHORIZED SIGNATURE:<br><i>Robert Yale</i> | DATE:<br><i>2/25/02</i> | TYPED OR PRINTED NAME AND TITLE:<br><i>Robert Yale, PRESIDENT</i> |
|---|-------------------------|---|

I acknowledge receipt of the following addendum (please initial by all that apply):


\_\_\_\_ Addendum #1      \_\_\_\_ Addendum #2      \_\_\_\_ Addendum #3      \_\_\_\_ Addendum #4

**PLEASE NOTE THE FOLLOWING:**

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with bid number & closing date.
- > Bids received after the above closing date and time will not be accepted.
- > If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.



# PyroArts

by  BAY FIREWORKS

*Presents*

## City Of Naples

*July 4, 2003  
Naples, FL*

**BAY FIREWORKS**

Intl Fireworks Symposium 2001 at Walt Disney World  
Fireworks by Bay Fireworks, Inc. • Photo (c) Angel Art





*Proposed Inventory*

# City of Naples

## Fireworks Spectacular

### \$30,000 Program

| <b>DESCRIPTION</b>     | <b>QTY</b> | <b>DESCRIPTION</b>             | <b>QTY</b> |
|------------------------|------------|--------------------------------|------------|
| <b>OPENING FINALE</b>  |            | <b>CANDLES</b>                 |            |
| Multiple-Shot Finales  | 200        | 15 mm Assorted Effect          | 45         |
| Three-Inch Shells      | 180        | 30 mm Assorted Effect          | 15         |
| Four -Inch Shells      | 20         | 45 mm Assorted Effect          | 5          |
| Five-Inch Shells       | 20         | 60 mm Assorted Effect          | 5          |
| Six-Inch Shells        | 6          |                                |            |
| Eight-Inch Shells      | 1          |                                |            |
| <b>BODY OF PROGRAM</b> |            | <b>MINES</b>                   |            |
|                        |            | 3" Multi-Effect Mines          | 30         |
| Four-Inch Shells       | 305        | 4" Multi-Effect Mines          | 15         |
| Five-Inch Shells       | 315        | 5" Multi-Effect Mines          | 0          |
| Six-Inch Shells        | 405        |                                |            |
| Eight-Inch Shells      | 25         |                                |            |
| <b>GRAND FINALE</b>    |            | <b>FAN BARRAGE</b>             |            |
| Three-Inch Shells      | 1,125      | 30mm Crossettes (50 shot)      | 4          |
| Four -Inch Shells      | 250        | 30mm Stars & Whistles (50)     | 3          |
| Five-Inch Shells       | 100        | 60mm Bombettes (25 shot)       | 4          |
| Six-Inch Shells        | 45         | 60mm Crossettes (25 shot)      | 3          |
| Eight-Inch Shells      | 5          | 60mm Mines & Stars (25)        | 2          |
|                        |            | 1.5" Effect Shots              | 500        |
|                        |            | 158 Shot Brazillian Fogo Units | 2          |
| <b>SPECIAL EFFECTS</b> |            | <b>MULTI-SHOT</b>              |            |
| Strobe Pots            | 20         | 4000 Shot Stars                | 1          |
| Gerbs                  | 0          | 1000 Shot Whistles             | 1          |
|                        |            | 100 Shot Crossettes            | 1          |



## Opening Scene

### TWIN—THEATER

#### Red / White / Blue-Color Crossettes (fan) Aerial Shells in sizes Three-Inch

Designed to "set the stage" for things to come, this extraordinary Opening Scene will fill the heavens with a tremendous volley of firepower that will turn night to day.

- **Diadem Shell "Fan"** - Hundreds of spectacular Japanese-style shells volley into the sky into a widely "fanned" overlay of Golden color.
- **Titanium Salute Shells w/ Silver Tails** - All exploding into a wide fan pattern followed by brilliant magnesium comet tails.
- **Brocade Shell "Fan"** - Hundreds of spectacular Japanese-style shells volley into the sky into a widely "fanned" overlay of Golden color.



**New York Mets Fireworks Night**



# Main Program



## Three-Inch Shells

**CHRYSANTHEMUM SHELLS** - Brilliant colors in a perfectly round burst. Most shells feature rising effects such as rising comet tails or rising whistles. Inventory includes:

- *Glittering Silver series*
- *Glittering Wave series*
- *Crackling Chrysanthemums*
- *Gold Spider*



### SPECIAL EFFECT SHELLS

- *Screaming Whistle Shells*
- *Electric Storm Shells (dragon eggs)*
- *Gold Flitter*
- *Spider (Gold, Silver)*
- *Two Break Color and Report*
- *Magnesium Combo (Purple Mag w/ Serpents, Blue Mag w/ Serpents & Ti Reports)*

### SPECIAL PATTERN SHELLS

*Red Strobing Rings*

**SALUTE AND THUNDER SHELLS** - A variety of effects that incorporate powerful reports into their display. Featuring:

- *Artillery Titanium*
- *Thundering Blossom*
- *Battle in the Clouds*

**STROBE, TWINKLING AND SPARKLING STAR SHELLS** - A variety of beautiful twinkling star shells, featuring:

- *Strobe Shells (Red, White, Silver, Green)*
- *Flashing Light Shells (Pink, Gold, Silver, Red, Green)*
- *Sparkling Light Shells (Gold, Red, Green, Silver)*
- *Twinkling Stars (Spangle, Silver, Gold)*

**MULTI-COLORED JAPANESE STYLE PEONIES** - Variegated colors in a spherical burst resembling a peony flower, many with rising effects (tails, flowers, whistles, etc).

- *Color Changing Peony (Two, Three or Four Color Changes)*
- *Peony With Pistil*



## Four-Inch Shells

**CHRYSANTHEMUM SHELLS** - Brilliant colors in a perfectly round burst. Most shells feature rising effects such as rising comet tails or rising whistles. Inventory includes:

- *Glittering Silver series*
- *Glittering Wave series*
- *Crackling Chrysanthemums*
- *Gold Spider*

### SPECIAL EFFECT SHELLS

- *Screaming Whistle Shells*
- *Electric Storm Shells (dragon eggs)*
- *Gold Flitter*
- *Spider (Gold, Silver)*
- *Two Break Color and Report*
- *Magnesium Combo (Purple Mag w/ Serpents, Blue Mag w/ Serpents & Ti Reports)*

**MULTI-BREAK THUNDER SHELLS** - A variety of effects that incorporate powerful reports into their display. Featuring:

- *Artillery Titanium*
- *Thundering Blossom*
- *Battle in the Clouds*



### SPECIAL PATTERN SHELLS

- *Red Strobing Ring*
- *Purple Heart Pattern*
- *Fish Pattern*

**STROBE, TWINKLING AND SPARKLING STAR SHELLS** - A variety of beautiful twinkling star shells, featuring:

- *Strobe Shells (Red, White, Silver, Green)*
- *Flashing Light Shells (Pink, Gold, Silver, Red, Green)*
- *Sparkling Light Shells (Gold, Red, Green, Silver)*
- *Twinkling Stars (Spangle, Silver, Gold)*

**MULTI-COLORED JAPANESE STYLE PEONIES** - Variegated colors in a spherical burst resembling a peony flower, many with rising effects (tails, flowers, whistles, etc).

- *Color Changing Peony (Two, Three or Four Color Changes)*
- *Peony With Pistil*



## Five-Inch Shells



**CHRYSANTHEMUM SHELLS** - Brilliant colors in a perfectly round burst. Most shells feature rising effects such as rising comet tails, rising color flowers, or rising whistles. Selected inventory includes:

- *Nishiki Kamuro with Spangle Pistil*
- *Eddy In Chrysanthemum*
- *Gold to Popping Brocade Flowers Diadem Chrysanthemum*
- *Color Changing Chrysanthemum with Color Changing Double Changing Pistil*
- *Diadem with Palm Flower Core*
- *Gold Spangle Chrysanthemums*
- *Crackling Chrysanthemums*

### ***UNIQUE NEW 5" PRODUCTS with Magic Fire Technology***

**JAPANESE BROCADE WATERFALL** - It looks just like a shimmering golden waterfall high in the sky. (Also in shell-of-shells variety)

**SHATTERING GLASS** - Looks like glass shattering - Very Different! Yellow to Red color changing stars with Glitter Strobe effects.

**THE PATRIOT** - Red Mag Stars - Blue Mag Stars with White Glitter core. Massive, Super HARD breaking shell. Very Powerful.

**MAG ILLUMINATORS** - Super flights that are so intensely bright that night is turned to day! These shells are awesome Show-Stoppers!

**GO-GETTERS** - Rich, vibrant mag colors, featuring Unique Violet, Super Bright Red and Rich Emerald Green. Shell breaks soft, short pause - then waves of corkscrew erratic propulsion in every direction, filling the sky.

**3-D TETRAHEDRON PATTERN** - Contrasting color triangles in parallel forming a 3-D pyramid. Very Unique. All Mag colors.

**STROBE, TWINKLING AND SPARKLING STAR SHELLS** - A variety of beautiful twinkling star shells, featuring:

- *Strobe Shells (Red, White, Silver, Green)*
- *Flashing Light Shells (Pink, Gold, Silver, Red, Green)*
- *Sparkling Light Shells (Gold, Red, Green, Silver)*
- *Twinkling Stars (Spangle, Silver, Gold)*





**PATTERN SHELLS** - A true World Class shell variety, forming unusual patterns against the night sky, such as:

- *Color Ring With Crackling Pistil*
- *Purple Saturn Shell with Silver Strobe Ring*
- *Ring with Jumping Flowers*
- *5-Pointed Stars - (Blue Star, Red Star, White Star)*
- *Red Heart with Blue Ring*
- *Colored Rings - (Purple, Red, Blue, Green, Silver)*
- *Bowtie Ring*
- *Silver Ring with Red Flowers*

**MULTI-BREAK THUNDER SHELLS** - A variety of multi-break shells that incorporate powerful reports into their display.

- *"Double Bubble" Artillery Titanium*
- *Thundering Blossom*
- *Report Flowers*
- *Two Break Color & Report*



**PALM TREE SHELLS** - A huge palm tree image with a variety of forms, all with rising comet tails.

- *Blue Palm Tree with Yellow Trunk*
- *Gold Palm Tree with Rising Gold Tail*
- *Green Palm Tree Shell of Shells*
- *Glitter Palm with Glittering Comet Tail*
- *Crackling Palm Tree with Rising Crackling Tail*
- *Red Coconut Leaves*

**MULTI-BREAK SHELL OF SHELLS** - A variety of effects that incorporate hundreds of effects and components into their display.

- *Thousands of Colorful Strobes*
- *Thousands of Brocade Waterfall*
- *Thundering Blossom*
- *Thousands of Glittering Kamuro*

**PEONIES WITH SPECIAL PISTIL** - Variegated colors in a spherical burst resembling a peony flower, most with rising effects.

- *Colorful Peony with Serpent Core*
- *Blue Peony With Palm Tree Pistil*
- *Spangle Peony with Blue Pistil*
- *Two-Color Changing Peony with Rising Flowers and with Color Changing Pistil*





## Six-Inch Shells

**CHRYSANTHEMUM SHELLS** - Brilliant colors in a perfectly round burst. All shells feature rising effects such as rising comet tails, rising color flowers, or rising whistles.

- *Blue Chrysanthemum with Popping Brocade Pistil*
- *Nishiki Kamuro with Purple Pistil*
- *Eddy In Chrysanthemum*
- *Flat Chrysanthemum*
- *Brilliant Brocade Chrysanthemum with Blue Pistil*

**PALM TREE SHELLS** - A huge palm tree image with a variety of forms, all with rising comet tails.

- *Silver Palm Tree Shell of Shells*
- *Glitter Palm with Glittering Comet Tail*
- *Crackling Palm Tree with Rising Crackling Tail*
- *Green or Red Coconut Leaves*

**MULTI-BREAK SHELL OF SHELLS** - A variety of effects that incorporate hundreds of effects and components into their display.

- *Artillery Titanium*
- *Thousands of Colorful Strobes*
- *Brocade Waterfall— New!*
- *Thundering Blossom*
- *Thousands of Glittering Kamuros— New!*
- *Thousand Assorted Chrysanthemum & Salutes*

**JAPANESE STYLE PEONIES** - Variegated colors in a spherical burst resembling a peony flower, most with rising effects.

- *Color Changing Peony (Two, Three or Four Color Changes)*
- *Peony With Pistil*
- *Colorful Peony with Palm Flowers Core Pistil*
- *Four-Color Changing Peony with Rising Flowers and with Two-Color Changing Pistil*

### **UNIQUE NEW 6" PRODUCTS!**

**WAGON WHEEL COMET** - A Huge break of a Glitter Ring pattern with comets protruding from center to form the pattern of a wheel. Very Unique.

**SHATTERING GLASS** - Looks like glass shattering - Very Different! Yellow to Red color changing stars with Glitter Strobe effects.

**SUNFLOWER** - Yellow Comets timed like crossettes (splitting comets) from center break of Silver and Red stars and reports.





**THE PATRIOT** - Red Mag Stars - Blue Mag Stars with White Glitter core. Massive, Super Hard breaking shell. Very Powerful.

**MAG ILLUMINATORS** - Super flights that are so intensely bright that night is turned to day!

- *Red and White Mag Illuminators*

**GO-GETTERS** - Rich, vibrant magnesium colors, featuring Unique Violet, Super Bright Red and Rich Emerald Green. Shell breaks soft, short pause - then waves of corkscrew erratic propulsion in every direction.

**3-D TETRAHEDRON PATTERN** - Contrasting color triangles in parallel forming a 3-D pyramid. Very Unique. All Mag colors.

**COMET SHELLS** - A variety of special effects.

- *Split Comets—Gold Flitter , White Flitter*
- *Crossette—Red, Green, Silver, Glitter*
- *Scattering - Criss Crossing comets*
- *Magic Scatter—Yellow Comet Flower*
- *Snowball Crossette—Long Tailed, Fluffy White Glitter*

**PATTERN SHELLS** - Forming fantastic, unusual patterns against the night sky.

- *Olympic Ring Pattern*
- *Happy Face Pattern*
- *Five-Pointed Star (White, Red, Blue)*
- *Red Heart Pattern in Silver Ring*
- *Triangle in Circle Pattern*
- *Bow Tie Pattern*
- *Hourglass with Color Ring (Gold/Blue, Silver/Red, Silver/Blue)*
- *Interlocking Three Circles*
- *Sunflower Pattern*
- *Butterfly in Circle Pattern*



**NEW JAPANESE SHELLS** - A variety of unusual patterns :

- *Silver Bees & Scrambling Red and Blue Comets*
- *Diadem with Scrambling Red & Green Comets*
- *Comet Mine Shell of Shells*
- *Brocade Diadem Kamuro Shell of Shells*
- *Straw Hat Pattern*

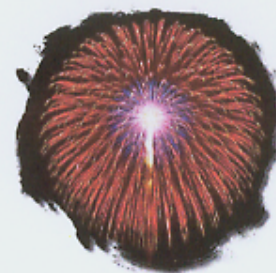


## Eight-Inch Shells



**CHRYSANTHEMUM SHELLS** - Brilliant colors in a perfectly round burst. All shells feature rising effects such as rising comet tails, rising color flowers, or rising whistles.

- *Nishiki Kamuro With Color Pistil* \*
- *Gold Silk Chrysanthemum*
- *Eddy In Chrysanthemum* \*
- *Flat Chrysanthemum*
- *Brilliant Brocade Chrysanthemum with Blue Pistil*
- *Diadem with Palm Flower Core*
- *Gold Spangle*
- *Half & Half Chrysanthemum (various color combinations)*

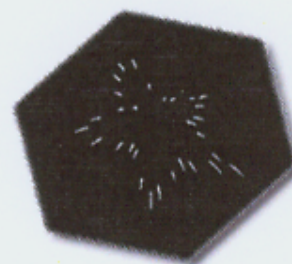


**STROBE, TWINKLING AND SPARKLING STAR SHELLS** - A variety of beautiful twinkling star shells, featuring:

- *Strobe Shells (Red, White, Silver, Green)* \*
- *Flashing Light Shells (Pink, Gold, Silver, Red, Green)*
- *Sparkling Light Shells (Gold, Red, Green, Silver)*
- *Twinkling Stars (Spangle, Silver, Gold)*

**CLASSIC STYLE PATTERN SHELLS** - A variety of unusual patterns :

- *Saturn with Silver Ring*
- *Crackling Ring with Scattering Core*
- *5-Pointed Stars - (Blue Star, Red Star, White Star)* \*
- *Red Heart with Blue Ring*
- *Olympic Ring Pattern* \*
- *Colored Rings - (Purple, Red, Blue, Green, Silver)*



**SPECIAL PATTERN SHELLS** \*

- *Diamond Pattern with Strobing Center*
- *Shamrock Pattern*
- *Club Pattern*
- *Gold Hour Glass with Red or Blue Ring*
- *Red—White—Blue Shell of Shell Rings*
- *Palm Tree with Strobing Pistil*
- *Kiddy Fishes in Crowds with Crackling Stars*
- *Stained Glass*
- *Poinsettia Pattern—Variegated Colors*
- *Sunflower Pattern*
- *Butterfly in Circle Pattern*



\* EFFECTS WITH ASTERISK INDICATES SHELL WITH MAGIC FIRE TECHNOLOGY.



JAPANESE STYLE PEONIES - Variegated colors in a spherical burst resembling a peony flower, most with rising effects.

- *Bright Red Peony with Large Palm Tree Core*
- *Sliver Strobing Peony*
- *Color Changing Peony (Two, Three or Four Changes)*
- *Double Layer Peony With Double Pistil*
- *Color Peony With Palm Tree Pistil*
- *Magic Peony*
- *Spangle Peony with Coconut Core*



### **UNIQUE NEW 8" PRODUCTS**

**THE AMERICAN-** A three-compartment shell (pie sections). Each is Red Mag—White Mag—Blue Mag. Excellent density, and a different look.

**MAG ILLUMINATORS \*** - Super flights that are so intensely bright that night is turned to day! These shells are awesome Show-Stoppers!

- *Red Mag Illuminators—White Mag Illuminators*

**GREEN LUMINARE** - A hard breaking shell with searing, high density Green Electric Comets. A uniquely bright coloration.

**TREMALON** - Softer Break with massive density in a Glitter effect that lingers on and on, finally twinkling out in a ball of shimmering lights.

### **ADVANCED EFFECT JAPANESE SHELLS \***

- *Diadem with Scrambling Red & Green Comets*
- *Comet Mine Shell of Shells*
- *Brocade Diadem Kamuro Shell of Shells*
- *Straw Hat Pattern*
- *Floral Shell of Shells with Popping Brocade Small Flowers Pistil*
- *Umbrella Pattern*
- *Lightning Bugs (Strobing stars)*
- *Blue Comets to Floral Salute Shell of Shells*
- *Floral Fancy (Chrysanthemum with Ring of Diadem Stars)*
- *Silver Waterfall with Red and Blue Scrambling Comets*
- *Palm Flowers (Palm Tree without trunk)*
- *Snail Pattern with Drifting Purple Small Flowers*
- *Japanese Kaleidoscope with Color Pistil*
- *Circle of Bouquets—Assorted Colors*



\* EFFECTS WITH ASTERISK INDICATES SHELL WITH MAGIC FIRE TECHNOLOGY.

# Illuminations



## Mid-Level Effects

### CANDLES

#### Size -> 15mm

- 15mm Glittering Gold Candles
- 15mm Purple Stars Candles



#### Size -> 30mm



- 30mm Color Crossette Candles
- 30mm Blue Bombettes Candles
- 30mm White Flitter Candles
- 30mm Gold Rain Star Candles
- 30mm Brilliant White Mag Candles
- 30mm Gold Flitter Crossette Candles

#### Size -> 45mm

- 45mm Color Comet Candles
- 45mm Screaming Serpents
- 45mm Red Salute Mine Candle
- 45mm Espiga Dorada Candles
- 45mm Color Crossette Candle (Red, Silver, Green, Purple)

#### Size -> 60mm



- 60mm Serpentine Candle
- 60mm Turbo Salutes (9 salutes together)
- 60mm Color Crossette Candle (Red, Silver, Green, Purple)

#### Spanish Candle "Scenes"

- Frame "C" - Gold Rain Candles with 8 - Gold Rain Spider Radius Burst timed Shells
- Frame "A" - Screaming and Salute Mine Candles



## STAR MINES

### Three-Inch

- 3" Glittering Crossette Mine
- 3" Silver Crossette Mines
- 3" Sparkling Strobe Mines



Bay Fireworks technician loading mines and Illuminations



### Four-Inch

- 4" Gold Glitter with Purple Mag Stars
- 4" Silver Crossette Stars Mine
- 4" White Flitter with Red Mag / Whistles
- 4" Mag Colors with Scattering Stars Mine
- 4" Mag Colors with Swimming Fish Mine
- 4" Colorful Crossette Mines

### Five-Inch

- 5" Half Blue and Red Mine w/ Silver Crossettes
- 5" Mag Colors with Scattering Stars Mine
- 5" Mag Colors with Titanium Salutes Mine

## FAN BARRAGES (a Bay Fireworks Exclusive)

Made For Bay Fireworks by Onda of Japan

- 1.25" 49 shot
- 1.25" 49 shot
- 25" 49 shot
- 2" 49 shot
- 2" 49 shot
- 2" 30 shot
- 15mm

- Multi Color Mag Crossettes Fan Barrage
- Ti Salute Fan Barrage
- Multi Color Star Fan Barrage
- Mag Star Peony Shell Fan
- Red/White/Blue Comet Fan
- Titanium Salutes Fan
- 3000 shot Salute Fan Barrage



# Grand Finale



## TWIN—THEATER

### Multi-Shot Crossette Barrage

### Aerial Shells in sizes Three-Inch—Eight Inch

Bay Fireworks is known for producing the most exciting finales in the business. We use special effect, and multi-break shells, rising flowers and tails, along with large support shells, all timed to allow for a continuous barrage. This finale is designed to be displayed from **two locations** simultaneously:

- **3” Special Color Shell “Fan”** - Hundreds of spectacular Japanese-style shells volley into the sky into a widely “fanned” overlay of multi-colored floral patterns .

- **3” Titanium Salute Shells w/ Silver Tails** - The color shells are joined by a bombardment of electric flash salutes, again exploding into a wide fan pattern for maximum coverage. All salutes are followed by brilliant magnesium comet tails.

- **Multi Break Shells** - The sky now turns into a multi-level barrage of color, and booming reports. High over the top of the finale, huge oriental chrysanthemum bursts soar up to 1,000 feet above the barges.

#### 4” - 8” Special Japanese Floral Shells

- **Japanese Special Effect Shells** The heavens ignite with the sights and sounds of a full-scale aerial barrage above pounding flash salutes that are heard for miles around. This scene includes a full multi-level compliment of the most spectacular aerial effects available.

- *Brilliant Brocade Chrysanthemums*
- *Nishiki Kamuro Shells with Spangle Pistil*
- *Popping Brocade Flowers*
- *Color Changing Mums w/ Changing Pistils*
- *Artillery Titanium (Shell of Shells)*
- *Half Blue & Half Red Chrysanthemum w/ Pistil*
- *Brocade Diadem to Twinkle with Red Strobing Pistil*





# Show Design / Choreography

The magic that pulls together all the elements in a pyrotechnic program into one spectacular medium is the choreography - *"the musical marriage of fire and sound."* Using precision "Fire One" choreography software, and pinpoint editing of the musical score, the final result is a dramatic state-of-the-art fireworks performance, precisely fired by dozens of computer modules networked throughout the fireworks staging area. The final theme and mood of the fireworks musical program will be a collaboration of your requirements, the event theme, and our expertise. We will work closely with your production and creative staff to exactly match your specifications. Included with our media production is broadcast quality professional narration, and celebrity narration is available upon request.



Scriptmaker choreography screen



Our Fire One Choreography network system.

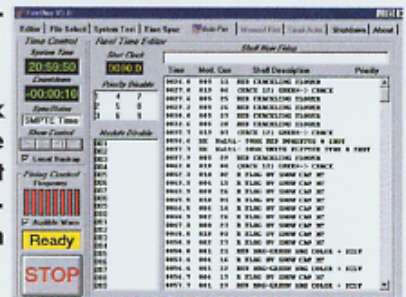
# Advanced Technology



All our World-Class programs begin in our multi-track studio, where the layers of the musical production track are first assembled\*. Upon approval, this final mix is combined with other production elements such as narration, and then output to a digital medium, such as CD or Mini-Disk. It is then prepared for the process for precise computer designed choreography with the fireworks effects. The software, "Scriptmaker", is the most precise and intuitive in the industry, allowing for the exact placement and triggering of literally thousands of simultaneous firings throughout the staging network, a feat not possible with any other mode of firing. Whether displayed from

one, two or ten or more firing locations, the pyrotechnic effects are seen to lift into the sky and display at the same precise instant, a truly unprecedented pyrotechnic accomplishment.

Before and during the event, our media team will work seamlessly with your event media partners to bring the soundtrack to life, whether by local radio station, event sound system, or television. Our media experience and capabilities are head and shoulders above our competition and will guarantee you a flawless production.



Fire One software firing screen

\* Music and choreography available upon special order only.

EXHIBIT B  
INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence. The City of Naples and their Engineer must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder, as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".