



V I L L A G E O F K E Y B I S C A Y N E

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Jacqueline R. Menendez

DT: April 10, 2007

TO: Honorable Mayor and Council Members

FR: Jacqueline R. Menendez, Village Manager

RE: 4th OF JULY FIREWORKS PROPOSAL

RECOMMENDATION

It is recommended that the Village Council approve this resolution permitting the Village to engage the services of Fireworks by Grucci, Inc. to produce the 2007 4th of July Fireworks display described as option "B" in exhibit "B" of the attached agreement.

BACKGROUND

The Parks & Recreation Director has determined that it would be in the Village's best interest to engage the services of Fireworks by Grucci for the 2007 fireworks display. Grucci has proven to on four occasions to provide a 4th of July fireworks display that is well received by the residents of Key Biscayne. Grucci has over 100 years experience in the fireworks display business.

On October 13, 2006 the Village of Key Biscayne received three responses to RFP# 06-8-31. The request for proposals asked bidders to submit all inclusive cost for a twenty eight (28) minute 4th of July Fireworks display choreographed to music fired from an offshore barge. The costs submitted were \$220,000, \$150,000 and \$95,000. Grucci bid was the lowest at \$95,000. The Village has since negotiated with Grucci to produce the agreement provided.

This agreement will be funded with \$70,000 from the Parks and Recreation Departments Fourth of July line item and \$20,000 from the Village Managers contingency line item.

RESOLUTION NO. 2007-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING FIREWORKS DISPLAY CONTRACT BETWEEN FIREWORKS BY GRUCCI, INC., AND THE VILLAGE OF KEY BISCAYNE CONCERNING FIREWORKS DISPLAY FOR JULY 4TH, 2007; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Key Biscayne desires to utilize the professional services of Fireworks by Grucci, Inc. ("Grucci"), a recognized expert in the provision of fireworks displays, to conduct the Village's fireworks display for the July 4th, 2007 celebration; and

WHEREAS, upon the advice of the Village Attorney, the Village Council finds that the proposed fireworks display services constitute professional services which are exempt from competitive bidding pursuant to Section 2-87(2) of the Village Code; and

WHEREAS, the Village Council finds that, in any event, the short time period remaining from the present date until the July 4th, 2007 celebration makes it impracticable to apply the competitive bidding procedures of the Village Code, and that pursuant to Section 2-85 of the Village Code, the Village Council is authorized to waive the competitive bidding procedures of the Village Code upon such basis, and does hereby grant said waiver; and

WHEREAS, the Village Council finds that the approval of the Professional Services Agreement between Grucci and the Village (the "Agreement") is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Authorization. That the Village Manager is hereby authorized to execute the attached Agreement between Grucci and the Village for the provision of fireworks display services, in substantially the form attached hereto, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Village Manager is authorized to take all action necessary to implement the purposes of this resolution and the Agreement.

Section 4. Effective Date. That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of April, 2007.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES
FIREWORKS DISPLAY**

THIS AGREEMENT, made and entered into this 10th day of April, 2007, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and FIREWORKS BY GRUCCI, INC., a corporation authorized to do business in Florida ("GRUCCI").

RECITALS:

The VILLAGE wants to engage GRUCCI to perform certain professional services consisting of organizing, producing, managing, staging and providing the July 4th Fireworks Display (the "Fireworks Display") for the VILLAGE's 2007 July 4 celebration, as specifically described herein and in the Scope of Services provided in Exhibit "A" to this Agreement (the "Specified Services").

GRUCCI wants to provide the Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

A. GRUCCI agrees to provide the Specified Services upon written request from the Village Manager.

B. GRUCCI shall utilize its special skills, and shall expend all necessary efforts to competently and professionally complete all tasks of the Fireworks Display, so that the Fireworks Display is successfully and safely provided. GRUCCI shall provide all necessary materials, equipment, personnel and services for the Fireworks Display including, but not limited to, all fireworks technicians, fireworks, music, barge and tug or barge towing and related marine services

(the "Tug and Barge Services"), and all necessary governmental permits. VILLAGE shall cooperate with GRUCCI concerning GRUCCI's actions to obtain all necessary governmental permits and approvals for the Fireworks Display.

2. FEES FOR SERVICES

A. As full compensation for satisfactory performance of the Specified Services, GRUCCI agrees to charge and shall be paid by the Village in accordance with the following fee schedule:

<u>Date of Fireworks Display</u>	<u>Total Fireworks Contract Price</u>
July 4, 2007	\$ 70,000.00 Fee if Option A Display \$ 90,000.00 Fee if Option B Display \$120,000.00 Fee if Option C Display

Village shall select the applicable Fireworks Display Option (A,B, or C) which is desired.

B. Payment for the July 4, 2007 Fireworks Display shall be paid by VILLAGE, as follows:

- (i) A fifty (50%) percent deposit of the Fee shall be due and payable on or before April 30, 2007;
- (ii) The remaining balance of the Fee shall be due and payable on or before June 5, 2007;
- (iii) A fee of \$200.00, plus one (1%) percent monthly interest will be imposed upon any unpaid balance after June 5, 2007.

C. GRUCCI has already included a charge of \$25,000 in the fee amount set for above for Tug and Barge Service costs. GRUCCI represents that in the event that the total Tug and Barge Service costs to be paid by GRUCCI to its Tug and Barge Service provider retained by GRUCCI for the July 4, 2007 Fireworks Display, are less than Twenty-Five Thousand(\$25,000.00) Dollars, VILLAGE shall receive a refund of GRUCCI's savings. However, in any event VILLAGE shall not be liable for any excess Tug and Barge Service costs which are incurred by GRUCCI.

3. TERM

The duration of the term of this Agreement shall commence upon the date of execution

hereof and shall be for a term which expires on July 6, 2007, unless extended by the parties or earlier terminated pursuant to paragraph 8.

4. RECORDS

All Firework Display program plans that result from GRUCCI providing the Specified Services shall be the property of the VILLAGE for use by the VILLAGE for its July 4 celebrations. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such plans shall be delivered to the VILLAGE by GRUCCI.

5. INSURANCE

A. GRUCCI shall at all times carry: comprehensive general liability and contractual liability insurance; any insurance required by the U.S. Longshoreman's and Harbor Workers Act and the Jones Act; workers' compensation insurance (if applicable); and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least Two Million (\$2,000,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers' compensation coverage (if applicable) and for any insurance required by the U.S. Longshoreman's and Harbor Workers Act and the Jones Act, shall be as provided by applicable law. The liability insurance may have a deductible of Two Thousand Five Hundred (\$2,500.00) Dollars per claim, unless prohibited by law. The VILLAGE shall be named as an additional insured on all of the above referenced insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE 30 days prior to the effective date of cancellation or reduction of coverage. A Certificate of Insurance reflecting coverage in strict compliance with this paragraph shall be provided by GRUCCI to VILLAGE upon execution of this Agreement, for review and approval by VILLAGE's risk

management consultant and shall be kept current by GRUCCI throughout the Agreement term. GRUCCI shall require all of its subcontractors, including Barge and Tow Service providers to likewise maintain the pertinent forms and amounts of insurance specified herein, unless said insurance is directly maintained by GRUCCI for the purposes of covering GRUCCI and its subcontractors activities and operations hereunder.

B. GRUCCI shall indemnify and hold harmless the VILLAGE, its officers and employees, 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 conduct of GRUCCI and persons employed or utilized by GRUCCI in the performance of the Agreement.

6. **ASSIGNMENT**

This Agreement shall not be assignable by GRUCCI or by the VILLAGE.

7. **PROHIBITION AGAINST CONTINGENT FEES**

GRUCCI warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GRUCCI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for GRUCCI any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. **TERMINATION**

A. **GRUCCI Event of Default.** Without limitation, failure by GRUCCI to substantially fulfill any of its material obligations in accordance with this Agreement, shall constitute a "GRUCCI Event of Default". If a GRUCCI Event of Default should occur, VILLAGE shall have all of the following rights and remedies which it may exercise singly or in combination:

- (a) The right to declare that this Agreement together with all rights granted to GRUCCI hereunder are terminated, effective upon such date as is designated by VILLAGE; provided, however, that an Event of Default shall be defined to consist of a default that shall occur by the default in performance of any of the covenants and conditions required herein to be kept and performed by GRUCCI and such default continues for a period of fifteen (15) days after receipt of written notice from VILLAGE of said default. Provided that (1) if the nature of the default is such that it cannot be cured in a period of fifteen (15) days from the date of the default and (2) GRUCCI shall commence good faith efforts to cure such default no later than fifteen (15) days after such notice, and (3) such efforts are prosecuted to completion, to VILLAGE'S reasonable satisfaction, then it shall be deemed that no Event of Default shall have occurred under the provisions of this paragraph.
- (b) Any and all rights provided under the laws of Florida.

B. VILLAGE Event of Default. Without limitation, the failure by VILLAGE to substantially fulfill any of its material obligations in accordance with this Agreement, shall constitute a "VILLAGE Event of Default". If a VILLAGE Event of Default should occur, GRUCCI shall have the following rights and remedies which it may exercise singly or in combination:

- (a) The right to declare that this Agreement together with all rights granted to VILLAGE hereunder are terminated, effective upon such date as designated by GRUCCI; provided, however, that an Event of Default shall be defined to consist of a default that shall occur by the default in performance of any of the covenants and conditions required herein to be kept and performed by VILLAGE and such default continues for a period of fifteen (15) days after receipt of written notice from

GRUCCI of said default. Provided that (1) if the nature of the default is such that it cannot be cured in a period of fifteen (15) days from the date of the default, and (2) VILLAGE shall commence good faith efforts to cure such default, no later than fifteen (15) days after such notice, and (3) such efforts are diligently prosecuted to completion to GRUCCI's reasonable satisfaction, then it shall be deemed that no Event of Default shall have occurred under the provisions of this paragraph.

(b) Any and all rights provided under the laws of the State of Florida.

9. NONEXCLUSIVE AGREEMENT

The services to be provided by GRUCCI pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. ENTIRE AGREEMENT

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder.

11. WARRANTIES OF GRUCCI

GRUCCI hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for VILLAGE as an independent contractor of the VILLAGE. GRUCCI shall be responsible for obtaining any and all necessary governmental permits and approvals which are required to conduct the Specified Services.

12. NOTICES

All notices and communications to the VILLAGE or GRUCCI shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail (return receipt requested) or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:	Jacqueline R. Menendez Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
With a copy to:	Village Attorney c/o Weiss Serota Helfman Pastoriza Cole & Boniske, P.A. 2525 Ponce De Leon Boulevard Suite 700 Miami, Florida 33134
GRUCCI:	Attention: Scott Cooper Fireworks by GRUCCI, Inc. One Grucci Lane Brookhaven, NY 11719

13. MISCELLANEOUS

A. **Crediting.** The VILLAGE agrees to credit GRUCCI in all Firework Display event programs, invitations, press releases, advertising or promotion copy which is within VILLAGE's authority and control.

B. **Reschedule Date.** If the applicable Fireworks Display needs to be rescheduled for inclement weather or any other cause which is beyond the reasonable control of the parties, GRUCCI shall, if requested by the Village Manager, reserve July 5, 2007 for such purpose in consideration for a supplemental fee ("Rescheduled Date Fee") in the amount of fifteen (15%) percent of the Fee specified in paragraph 2(A) above. This Rescheduled Date Fee shall be paid by

the VILLAGE at the time that the rescheduled Fireworks Display is conducted.

C. **Music.** VILLAGE and GRUCCI agree that the music selection to be utilized for the display shall be finalized on or before June 5, 2007. In the event that the parties fail to timely confer and finalize the music selection, GRUCCI shall use a format consisting of well recognized American patriotic music.

D. **Barge and Tow Services.** GRUCCI agrees to retain as subcontractors of GRUCCI, the necessary Barge and Tug Service providers and to provide necessary management for said Barge and Tug Services, so as to accomplish the Fireworks Display. GRUCCI shall assure that the Barge and Tug Services are in place at the designated marine firing location at least ninety (90) minutes prior to the scheduled Fireworks Display time. The barge shall be anchored or held under tow as per U.S. Coast Guard regulations for the Fireworks Display. Further, a safety boat shall be provided by GRUCCI's independent contractor as part of the Barge and Tow Services for security of the marine safety zone in the vicinity of the barge. Prior to June 1, 2007, GRUCCI shall provide to the VILLAGE Fire Chief a specific plan of operation concerning the utilization and deployment of the Barge and Tug Services, for review and approval by the Fire Chief. This shall not replace any applicable review by the U.S. Coast Guard or other governmental entities having jurisdiction.

E. **Weather Problems.** VILLAGE recognizes that GRUCCI shall not be responsible for any weather or atmospheric conditions that may interfere with the Fireworks Display performance or with the aesthetic quality of the fireworks.

F. **Disruption of Show.** In the event that the Fireworks Display is cancelled by VILLAGE prior to commencing or is terminated by VILLAGE or GRUCCI before completion due to weather conditions or to other unforeseen conditions, which are not within the reasonable control of the parties, which render it impossible or unsafe to complete the Fireworks Display, VILLAGE

shall, at VILLAGE request, receive a refund from GRUCCI in an amount which represents the fair market value of the unused fireworks. The refund shall be made within thirty (30) days of VILLAGE's request. This subparagraph (F) shall not apply if the Fireworks Display is rescheduled by agreement of the parties.

14. GOVERNING LAW; LITIGATION

This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida. Each party hereby knowingly, voluntarily and intentionally waives any right they may have to a trial by jury in respect of any litigation based upon the Agreement or arising out of, under or in connection with any other agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

GRUCCI:

FIREWORKS BY GRUCCI, INC.
One Grucci Lane
Brookhaven, NY 11719

By: _____

Title: _____

Attest: _____

Corporate Secretary
(Affix Seal)

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By: _____

Jacqueline R. Menendez
Village Manager

Attest: _____

Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

EXHIBIT "A"

Scope of Services

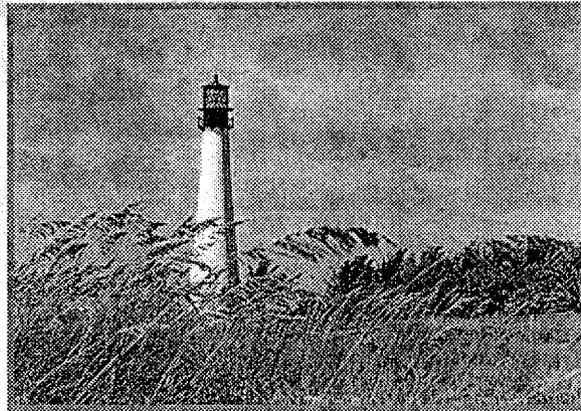
GRUCCI shall provide a national class fireworks show (if Option A is selected by VILLAGE) or a world class fireworks show (if Option B or C is selected by VILLAGE) (the "Fireworks Display") consisting of a duration corresponding to the Option description contained in GRUCCI's proposal of March 7, 2007 for the annual July 4, 2007 Fireworks Display. The start time for the Fireworks Display shall be 9:00 p.m., unless otherwise agreed to by GRUCCI and VILLAGE. GRUCCI shall, at VILLAGE's request, advance the Fireworks Display commencement time, if adverse weather is expected to commence at or after the scheduled start time.

All fireworks shall be launched from a marine barge which is anchored (or secured by tow) approximately one thousand (1,000') feet off of (i.e.: east of) the Village of Key Biscayne beach front as measured from the mean high water line within the vicinity depicted on the geographic sketch set forth below as Attachment "A". The specific location of the barge shall be marked by a buoy installed or placed in the water by VILLAGE at least three (3) hours prior to the scheduled start of the Fireworks Display, or which is otherwise indicated to GRUCCI by Global Positioning System ("GPS") coordinates provided by the Chief of the Fire Rescue Department of the VILLAGE. The barge shall be positioned by GRUCCI so as to optimize the view of the Fireworks Display for persons who are present at or adjacent to the Atlantic Ocean public beaches within the Village of Key Biscayne.

The fireworks shall consist of at least the quantity and quality of shells and other types of fireworks, which are described in Attachment "B", attached hereto.

*State-of-the-Art Fireworks ~ Grucci Style
to celebrate the*

***Village of Key Biscayne's
Independence Day Celebration***



Proposal Revision Date: March 7, 2007

RFP # 06-8-31 – Revision #1

Presented to:
Village of Key Biscayne
Todd Hofferberth
85 W. McIntyre Street
Key Biscayne, FL 33149
(ph) 305-365-8947
(fax) 305-365-8991
thofferberth@keybiscayne.fl.gov
www.keybiscayne.fl.gov



Presented by:
Fireworks by Grucci, Inc.
Scott Cooper
One Grucci Lane
Brookhaven, NY 11719
Tel: 631-286-0088 ext 24
Fax: 631-286-9036
scooper@grucci.com
www.grucci.com



The data enclosed in this proposal are confidential and are to be accorded confidential treatment and shall not be disclosed. This information shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. Fireworks by Grucci, Inc., requests that all information be safeguarded from release pursuant to any request under the **Freedom of Information Law** of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of Fireworks by Grucci, Inc. In the event that you would like to accept all or part of it, Fireworks by Grucci will provide the relevant purchase price and terms to transfer and assign the ownership rights. Prior to that time, any disclosure, use or reproduction of the enclosed materials is strictly prohibited, according to law.

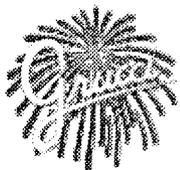
Key Biscayne Proposal Content: Item 11 – Revision #1

11. Fireworks Budget Offer: Proposed fee for services

Below we propose to the Village of Key Biscayne a one year offer renewable for four additional years⁴ to produce a *State-of-the-Art fireworks program ~ Grucci Style* each year featuring our world famous fireworks choreography to a patriotic music soundtrack and our internationally renowned expertise as follows:

<i>Village of Key Biscayne July 4th, 2007 Fireworks</i>						
<u>Option</u>	<u>Class</u>	<u>Duration</u>	<u>Fireworks Budget¹</u>	<u>Estimated Water Cost²</u>	<u>Discount</u>	<u>Total³</u>
A.	National	18 – 19 min	\$50,000	\$25,000	\$5,000	\$70,000.⁰⁰
B.	World	24 – 26 min	\$75,000	\$25,000	\$10,000	\$90,000.⁰⁰
C.	World	24 – 26 min	\$120,000	\$25,000	\$25,000	\$120,000.⁰⁰

1. The Fireworks Budget is inclusive of all fireworks, firing equipment, insurance, DAT or CD music soundtrack, freight, front-end loader, 20 yards of sand and pyrotechnician: labor, travel, transportation and hotel accommodations.
2. Water Costs are estimated as of March 7, 2007, which includes tug & barge mobilization/demobilization for five days and Seatow display site security on July 4th. Should market influences increase this actual cost, Grucci will submit an invoice to the Village for reimbursement. Should the market rate decrease Grucci will increase the amount of fireworks effects accordingly.
3. The above budget offers represent a value-added savings to the Village of Key Biscayne, as such we request the Village provide production items for: music simulcast system, fireworks permit fees, fire department detail, load-in site permit fees & security. Please note that our in-house logistics staff will apply for and secure the required federal, state and/or local licenses and permits, i.e.: USCG, US Fish & Wildlife, FAA, Fire Department, etc.
4. The Village will have the option to renew this offer for four additional years by January 1st, accordingly. Should the Village decide to renew the agreement in subsequent years the Fireworks Budget will be adjusted according to the US CPI as of January 1st of each year. The Water Costs will be assessed at the prevailing market rate of each successive year.
5. Reschedule Date – a reschedule date of July 5th is offered if requested for a fee of 15% of total budget plus all out-of-pocket expenses will be incurred.



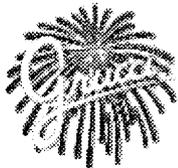
Key Biscayne Proposal Content: Item 7 – Revision #1 - OPTION - A

7. World Class Detailed Arrayal: Pyrotechnic Effect Detail

**The Art of Fireworks
to celebrate
Key Biscayne's 2007 Independence Day Celebration**

National Class "OPTION - A" Fireworks Budget of \$50,000 discounted to \$45,000.⁰⁰

<u>Size*</u>	<u>Description</u>	<u>#of Effects</u>
Grand Illuminations – the Art of Fireworks. Set up scenes of Grand Illuminations that display their special effects in durations from 30 to 40 seconds from ground level in fire walls of 200' by 200'. These are loved by the women, children and the art lover in us all. A must for every State-of-the-Art program.		
SPX	Special Effects, fountains in Silver and Magnesium White	10
20mm	Strobes – Ruby Red, Electric White, Irish Green; Volcano Comet and Roman Candles, Mines of Color	1,160
30mm	Bombettes and Bombardos - Colors of the Fireworks Rainbow; comets, whistles and reports	1,000
45mm	Large Roman Candles, comets, whistles, reports and curtains-of-fire	1,000
60mm	Large Roman Candles, comets, whistles, reports and curtains-of-fire	100
Aerial Shells – the ohs and ahs of fireworks. Aerial shells perform their displays generally in three theatre levels low, mid and high with shell sizes from 2" up to the large 12" shells that display at 1,000'. The night sky at all three levels will be filled with continuous scenes of five bright colors of the fireworks rainbow – Red, White Blue, Green, Yellow - Purple and Gold the designer colors.		
2 - 2½"	Multi-lift Bombardo Boxes – Provide low level saturation firing of color, whistles, crossetts and noise	100
2½ - 3"	Accent Color Shells – Used to fill the lower level of the sky theatre scenes with special effects.	216
2½ - 3"	Titanium & Flash Salutes – These provide the noise and heavy bombarded of the Grand Finale.	288
3"	Special Effects and Multi-break shells - These shell sizes are manufactured in the greatest quantities and variety in the entire world. Every shell maker has a different name for similar effects.	150
4"		150
5"	Twice and tri-color change shells - Effects in this size range allow for many of the designed effects which includes almost an infinite number of twice and triple color change, multi-break and pattern shells.	125
6"	Pattern and designer shells - These shells are generally the main featured size of the average fireworks program. Due to its sky spread, we use this size for our world renowned Gold Split-Comet shell scenes.	100
8"	Special Effect, multi-pattern and designer shells - The eight inch shell displays, by size comparison, the largest sky spread, It's featured is the great master Artesian Chrysanthemums. Which are available in every special effect and color.	20
10"	Master Artesian shells - The ten & twelve inch shells are the largest shells that we, except for limited occasions, will display because of the distances required to the closest audience.	10
12"	Master Artesian chrysanthemum and designer shells - Twelve inch shells are reserved for those select moments in a program where we need to punctuate a special scene or hit a high musical note.	5
Total fireworks to be displayed:		4,434



* For the number and size of shells listed above to be displayed, the distance to any liability as required by NFPA 1123 Code for Fireworks Displays must be secured and maintained in order to assure insurance coverage.

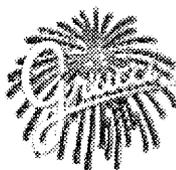
Key Biscayne Proposal Content: Item 7 – Revision #1 - OPTION - B

7. World Class Detailed Arrayal: Pyrotechnic Effect Detail

**The Art of Fireworks
to celebrate
Key Biscayne's 2007 Independence Day Celebration**

World Class "OPTION - B" Fireworks Budget of \$75,000 discounted to \$65,000.⁰⁰

<u>Size*</u>	<u>Description</u>	<u>#of Effects</u>
Grand Illuminations – the Art of Fireworks. Set up scenes of Grand Illuminations that display their special effects in durations from 30 to 40 seconds from ground level in fire walls of 200' by 200'. These are loved by the women, children and the art lover in us all. A must for every State-of-the-Art program.		
SPX	Special Effects, fountains in Silver and Magnesium White	15
20mm	Strobes – Ruby Red, Electric White, Irish Green, Volcano Comet and Roman Candles, Mines of Color	1,800
30mm	Bombettes and Bombardos - Colors of the Fireworks Rainbow; comets, whistles and reports	1,080
45mm	Large Roman Candles, comets, whistles, reports and curtains-of-fire	1,200
60mm	Large Roman Candles, comets, whistles, reports and curtains-of-fire	175
Aerial Shells – the ohs and ahs of fireworks. Aerial shells perform their displays generally in three theatre levels low, mid and high with shell sizes from 2" up to the large 12" shells that display at 1,000'. The night sky at all three levels will be filled with continuous scenes of five bright colors of the fireworks rainbow – Red, White Blue, Green, Yellow - Purple and Gold the designer colors.		
2 - 2½"	Multi-lift Bombardo Boxes – Provide low level saturation firing of color, whistles, crossetts and noise	100
2½ - 3"	Accent Color Shells – Used to fill the lower level of the sky theatre scenes with special effects.	288
2½ - 3"	Titanium & Flash Salutes – These provide the noise and heavy bombarded of the Grand Finale.	360
3"	Special Effects and Multi-break shells - These shell sizes are manufactured in the greatest quantities and variety in the entire world. Every shell maker has a different name for similar effects.	325
4"		225
5"	Twice and tri-color change shells - Effects in this size range allow for many of the designed effects which includes almost an infinite number of twice and triple color change, multi-break and pattern shells.	175
6"	Pattern and designer shells - These shells are generally the main featured size of the average fireworks program. Due to its sky spread, we use this size for our world renowned Gold Split-Comet shell scenes.	150
8"	Special Effect, multi-pattern and designer shells - The eight inch shell displays, by size comparison, the largest sky spread, It's featured is the great master Artesian Chrysanthemums. Which are available in every special effect and color.	35
10"	Master Artesian shells - The ten & twelve inch shells are the largest shells that we, except for limited occasions, will display because of the distances required to the closest audience.	20
12"	Master Artesian chrysanthemum and designer shells - Twelve inch shells are reserved for those select moments in a program where we need to punctuate a special scene or hit a high musical note.	15
Total fireworks to be displayed:		5,963



* For the number and size of shells listed above to be displayed, the distance to any liability as required by NFPA 1123 Code for Fireworks Displays must be secured and maintained in order to assure insurance coverage.

Key Biscayne Proposal Content: Item 7 – Revision #1 - OPTION - C

7. World Class Detailed Arrayal: Pyrotechnic Effect Detail

**The Art of Fireworks
to celebrate
Key Biscayne's 2007 Independence Day Celebration**

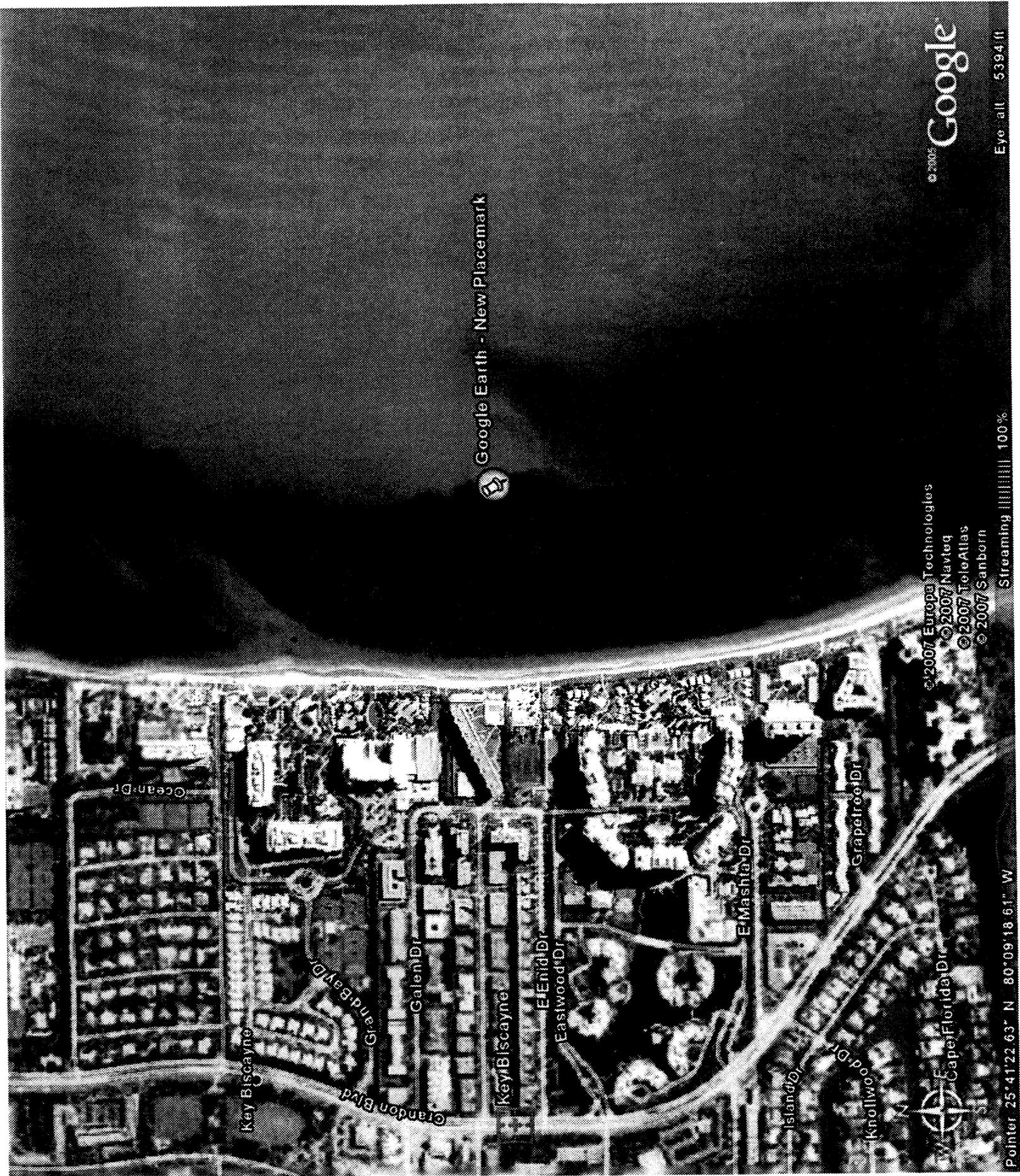
World Class "OPTION - C" Fireworks Budget of \$120,000 discounted to \$95,000.⁰⁰

<u>Size*</u>	<u>Description</u>	<u>#of Effects</u>
Grand Illuminations – the Art of Fireworks. Set up scenes of Grand Illuminations that display their special effects in durations from 30 to 40 seconds from ground level in fire walls of 200' by 200'. These are loved by the women, children and the art lover in us all. A must for every State-of-the-Art program.		
SPX	Special Effects, fountains in Silver and Magnesium White	20
20mm	Strobes – Ruby Red, Electric White, Irish Green; Volcano Comet and Roman Candles, Mines of Color	2,300
30mm	Bombettes and Bombardos - Colors of the Fireworks Rainbow; comets, whistles and reports	2,020
45mm	Large Roman Candles, comets, whistles, reports and curtains-of-fire	3,000
60mm	Large Roman Candles, comets, whistles, reports and curtains-of-fire	250
Aerial Shells – the ohs and ahs of fireworks. Aerial shells perform their displays generally in three theatre levels low, mid and high with shell sizes from 2" up to the large 12" shells that display at 1,000'. The night sky at all three levels will be filled with continuous scenes of five bright colors of the fireworks rainbow – Red, White Blue, Green, Yellow - Purple and Gold the designer colors.		
2 - 2½"	Multi-lift Bombardo Boxes – Provide low level saturation firing of color, whistles, crossetts and noise	200
2½ - 3"	Accent Color Shells – Used to fill the lower level of the sky theatre scenes with special effects.	540
2½ - 3"	Titanium & Flash Salutes – These provide the noise and heavy bombarded of the Grand Finale.	720
3"	Special Effects and Multi-break shells - These shell sizes are manufactured in the greatest quantities and variety in the entire world. Every shell maker has a different name for similar effects.	700
4"		400
5"	Twice and tri-color change shells - Effects in this size range allow for many of the designed effects which includes almost an infinite number of twice and triple color change, multi-break and pattern shells.	350
6"	Pattern and designer shells - These shells are generally the main featured size of the average fireworks program. Due to its sky spread, we use this size for our world renowned Gold Split-Comet shell scenes.	300
8"	Special Effect, multi-pattern and designer shells - The eight inch shell displays, by size comparison, the largest sky spread, It's featured is the great master Artesian Chrysanthemums. Which are available in every special effect and color.	75
10"	Master Artesian shells - The ten & twelve inch shells are the largest shells that we, except for limited occasions, will display because of the distances required to the closest audience.	30
12"	Master Artesian chrysanthemum and designer shells - Twelve inch shells are reserved for those select moments in a program where we need to punctuate a special scene or hit a high musical note.	25
Total fireworks to be displayed:		10,930



* For the number and size of shells listed above to be displayed, the distance to any liability as required by NFPA 1123 Code for Fireworks Displays must be secured and maintained in order to assure insurance coverage.

ATTACHMENT "A"



Google Earth - New Placemark

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Eye: all 5394 ft

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Streaming 100%

Capel Florida Dr

Pointer 25° 41' 22.63" N 80° 09' 18.61" W