

NOVATION AGREEMENT BETWEEN

**THE CITY OF DORAL
AND
RILEIGHS OUTDOOR DECOR, LLC
AND
FLORIDA CDI, LLC.**

This Agreement is entered into as of September 15 , 2022, by **Rileighs Outdoor Decor, LLC.**, a Delaware limited liability company, with its principal office in 1053 N. Plymouth St. Allentown PA 18109 (hereinafter referred to as the “Rileighs”); **Florida CDI, LLC**, a Florida limited liability company (hereinafter referred to as the “CDI”); and the and the **City of Doral, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

A. The Parties Agree to the Following Facts:

1. The City issued Request for Proposals (“RFP”) #2018-22 for Holiday Park and Tree lighting displays at Downtown Doral Park and the Doral Government Center.
2. On October 10th, 2018, the City Council of the City of Doral approved Resolution # 18-180 approving the award of RFP# 2018-22 and authorized City Manager to negotiate and enter into an agreement with CDI. for holiday displays as outlined in the RFP.
3. On November 6, 2018, CDI and the City entered into a Professional Services Agreement marked “Exhibit A” to this Agreement and herein incorporated by reference.
4. On July1, 2022 CDI was purchased by Rileighs. Rileighs, by virtue of the above purchase and sale has acquired all assets of CDI.
5. Rileighs has assumed all obligations and liabilities of CDI under the Agreement by virtue of the above sale.
6. Rileighs is in a position to fully perform all obligations that may exist under the Agreement.
7. It is consistent with the City’s interest to recognize Rileighs as the successor party to the Agreement.
8. Evidence of the above sale has been filed with the City.

B. In Consideration of These Facts, the Parties Agree that by this Agreement:

1. CDI confirms the sale to the Rileighs and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement.
2. Rileighs agrees to be bound by and to perform the services contemplated under the Agreement in accordance with the conditions contained in the Agreement. Rileighs also assumes all obligations and liabilities of, and all claims against, CDI under the Agreement as if the Rileighs were the original party to the Agreement.
3. Rileighs ratifies all previous actions taken by the CDI with respect to the Agreement, with the same force and effect as if the action had been taken by Rileighs.
4. The City recognizes Rileighs as CDI's successor in interest in and to the Agreement. Rileighs by this Agreement becomes entitled to all rights, titles, and interests of CDI in and to the Agreement as if the Rileighs were the original party to the Agreement. Following the effective date of this Agreement, the term "Provider," as used in the Agreement, shall refer to the Rileighs.
5. Except as expressly provided in this agreement, nothing in it shall be construed as a waiver of any rights of the City against CDI.
6. All payments and reimbursements previously made by the City to CDI, and all other previous actions taken by the City under the Agreement, shall be considered to have discharged those parts of the City's obligations under the Agreement. All payments and reimbursements made by the City after the date of this Agreement in the name of or to CDI shall have the same force and effect as if made to the Rileighs, and shall constitute a complete discharge of the City's obligations under the Agreement, to the extent of the amounts paid or reimbursed.
7. CDI and Rileighs agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement.
8. The Agreement shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



Connie Diaz, City Clerk

By: 

Hernan Organvidez, City Manager

Date: 9/15/2022

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

RILEIGHS OUTDOOR DECOR, LLC


By: _____
Its: Jorgen Tenor - Office Manager
Date: 8/31/2022

FLORIDA CDI, LLC.


By: _____
Its: Jorgen Tenor - Office Manager
Date: 8/31/2022

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
FLORIDA CDI, LLC
FOR
HOLIDAY PARK AND TREE LIGHTING DISPLAY**

THIS AGREEMENT is made between **FLORIDA CDI, LLC**, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, on August 7, 2018, Request for Proposals (“RFP”) # 2018-22, “Holiday Park and Tree Lighting Display” was advertised for the provision of providing the City’s Holiday Park and Tree Lighting Display at Downtown Doral Park and the Doral Government Center; and

WHEREAS, Six (6) proposal submittals were received on September 7, 2018 with four (4) of the firms meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on September 25, 2018 where all submitted proposals were scored and ranked. During this evaluation meeting it was determined that Florida CDI, LLC was the highest ranked based on their qualifications and relevant experience, pricing for services offered, understanding and responsiveness to scope of services, and affiliation references: and

WHEREAS, during the October 10th, 2018 Council Meeting, the City Council of the City of Doral approved Resolution # 18-180 approving the award of RFP# 2018-22 and authorizing the City Manager to enter into an agreement with Florida CDI, LLC.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish professional services for the provision of providing the City’s Holiday Park and Tree Lighting Display as described in Exhibit A attached hereto and made part of this agreement.
 - 1.2 The “Scope of Services” includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for two (2) additional one (1) year periods. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:

A lump sum amount not to exceed the amount in Exhibit B attached and incorporated herein which may be changed by the City on an annual basis to reflect changes in services to be provided. The lump sum amount shall constitute the entire amount due under this agreement for services provided regardless of the number of hours or length of time necessary for the Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

6.2 Contractor shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider for any reason. Cause shall not be defined as a failure on the part of Provider to: follow the reasonable Project directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Project, whichever is less; and/or abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.3.

8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida

8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: Florida CDI, LLC / Christmas Designers
3124 NW 16th Terrace
Pompano Beach, FL 33064

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

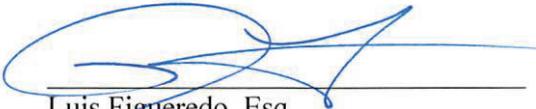
CITY OF DORAL



Connie Diaz, City Clerk


By: _____
Edward Rojas, City Manager
Date: 11.6.18

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

FLORIDA CDI, LLC

By: 

Its: Joe Campbell - Director of Sales
Date: 10.27.18

Exhibit "A"

Scope of Services

SCOPE OF SERVICES

1. Provider will be responsible for the Holiday Park and Tree Lighting Display of the designated areas of the City of Doral Government Center and Downtown Doral Park as marked in "Display Map".
2. Provider shall provide a detailed proposal for the Holiday Park and Tree Lighting Display two months prior to the event date listing the description of the display. The City of Doral Parks and Recreation Department shall review and approve the proposal. Proposal must not propose a Christmas tree as the City already possess' this item. The intent is to light up as many trees in the Government Center/ Downtown Doral Park area, in a balanced and aesthetically pleasing and cost effective manner.

Price list for proposed items must be itemized.

The services required include but are not limited to the following:

Section 1: Holiday Tree (see "Holiday Tree Specs" for specifications and of Holiday Tree)

- Holiday Tree Installation and Removal
- Holiday Tree Lighting and Decorations

City staff will make arrangements with the Provider to move the Holiday Tree, decoration boxes and supplies to the Government Center the day prior to installation.

Section 2: Doral Government Center (see "Display Map")

- Light Displays around perimeter of Government Center Building
 - Ground embedded Gel Cap Up lighting along cupola
 - Royal Palm Tree Lighting (8)

Section 3: Downtown Doral Park (see "Display Map")

- Light Displays around Downtown Doral Park
 - Royal Palms along 53rd street (18)
 - Royal Palms around the perimeter of the plaza at the north end of the park

- Large Live Oak Tree within the center of the plaza at the north end of the park
- Small Oak Trees within the Play Area Oval (14)
- Large Poinciana Tree near the entrance of the Playground on the south end of the park
- Light Pole Decorations along 53rd Terrace between NW 84 Avenue and traffic circle

Note: All lights must be eco-friendly LED. The City reserves the right to add and remove services as deemed to be in the best interest of the City.

3. Provider must identify all anticipated expenses in their proposal, including labor, set-up and strike, generators, appropriate extension cords, deliveries, permits and/or any other applicable fees necessary for the proper execution of this project. If available, specify any value-added options and applicable fees. If available, specify any value-added options and applicable fees.
4. Provider must provide a list of all equipment and materials needed to complete the project and will be responsible for providing listed items including all labor. The City shall not provide any equipment, materials or labor.
5. Provider will only be permitted to store project equipment in a predetermined location selected by City staff.
6. The City will notify the Provider of the Park & Tree Lighting Celebration event date three (3) months prior to installation.
7. Provider must work with the City to coordinate the installation (after the Thanksgiving Holiday) and the removal (after Three Kings Day Holiday) dates for the Holiday Park and Tree Lighting Display.
8. Provider will be required to performs site visits once a week during the weekday evening to ensure that all lights, displays and decorations are working properly. In addition, awarded proposer shall be available to City Staff to discuss any issues with the display. Provider will repair/correct any issues within two (2) days of being notified by the City. Repairs shall be done at the sole expense of the Provider.
9. Provider must be prepared to perform an on-site walk-through of the display three (3) days before the Doral Park & Tree Lighting Celebration event with City Staff to ensure that the display is complete and functioning for the event.

- 10. Provider will be responsible for any damages to City property.**
- 11. Provider shall dispose of all debris offsite.**



Doral Government Center

1. Ground embedded Gel Cap Up lighting along cupola
2. Royal Palm Tree Lighting (8)

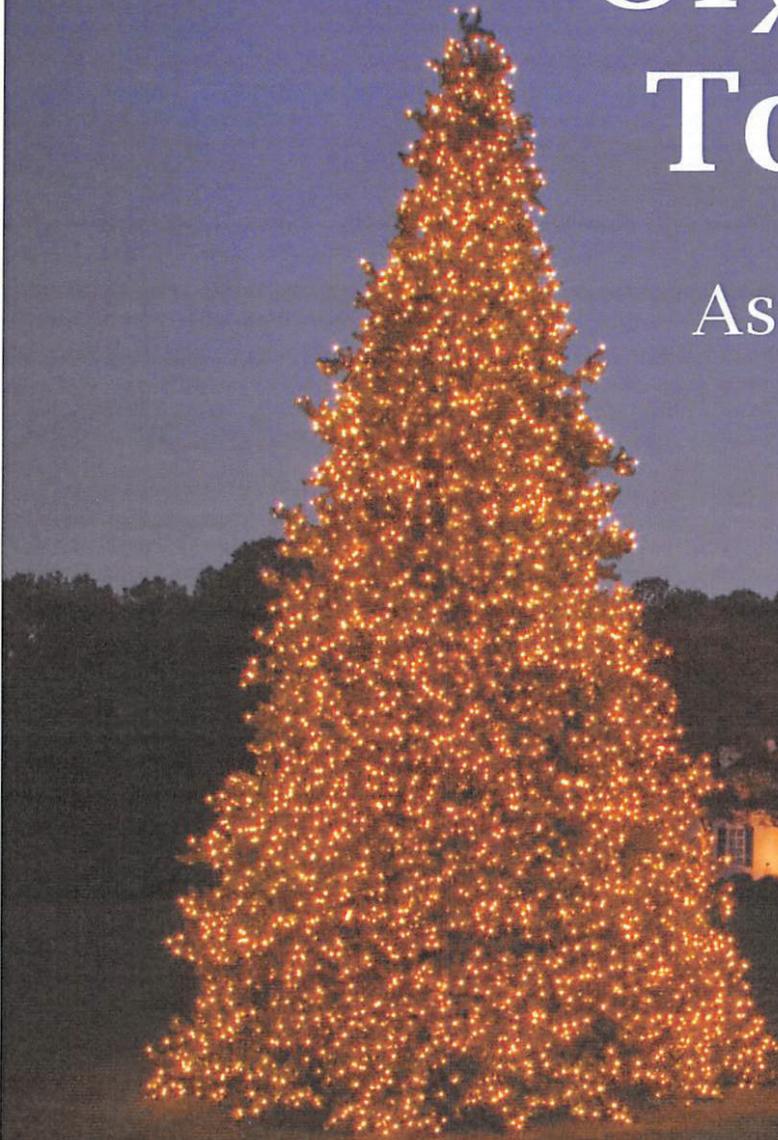
Downtown Doral Park

3. Royal Palms along 53rd street (18)
4. Royal Palms around the perimeter of the plaza at the north end of the park
5. Large Live Oak Tree within the center of the plaza at the north end of the park
6. Small Oak Trees within the Play Area Oval (14)
7. Large Poinciana Tree near the entrance of the Playground on the south end of the park
8. Light Pole Decorations along 53rd Terrace between NW 84 Avenue and traffic circle



Olympia Pine Tower Tree

Assembly Instructions





Olympia Pine Tower Tree Set-Up

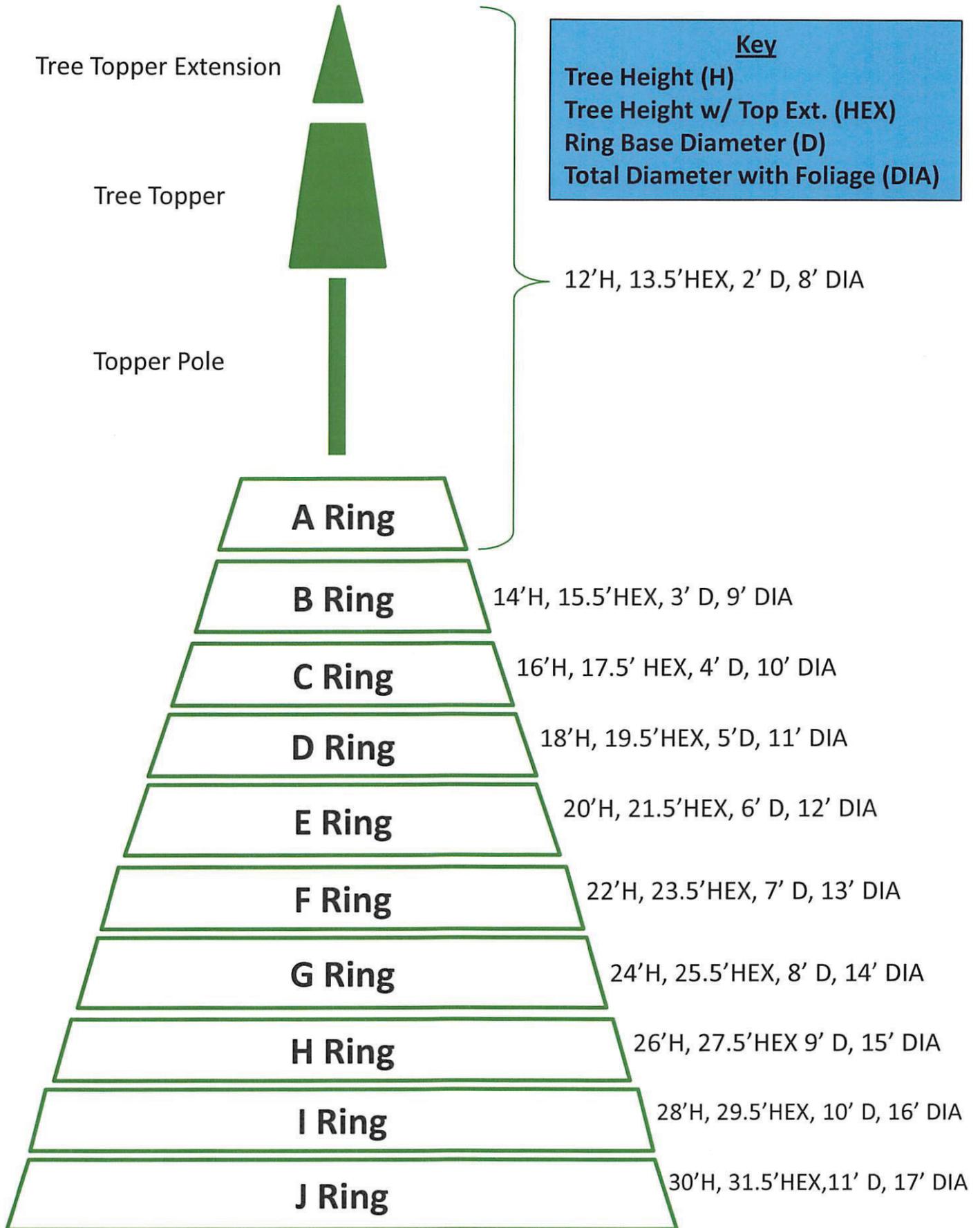
Before beginning to assemble your GKI Pro Tower Tree, contact your local municipal building department for electrical and structural requirements.

The Installation Kit includes a parts list specific to your tree. Prior to assembly, it is advisable to take inventory of all Tower Tree components you have received--frame sections, branches, topper, electrical harnesses and assorted hardware (included in the installation kit)--to ensure that all parts are at your installation site and that none have been damaged or are missing.

If any parts are missing or damaged, please contact GKI/Bethlehem Lights immediately at (855)273-7480 or email customer.service@gkilights.com. Please be prepared to provide the size of the tree and place of purchase.

GKI Pro Tower Trees should only be assembled by professional installers and riggers.

Tools Required: ½" Wrench



Frame Assembly

Installation Site

The installation site should be dry, level and allow for an anchor system to ensure tree stability.

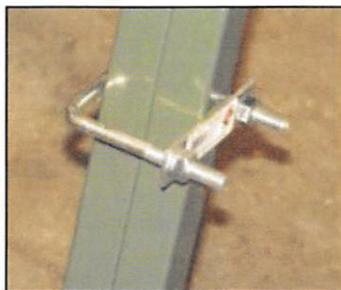
Ring Section Assembly

Start with the largest frame layer (bottom of tree).

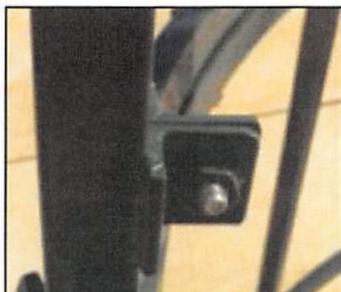
Place sections together (aligning the vertical assembly tabs on D and E rings) by following the sequence listed on the ring sections and secure with appropriate hardware (note below). When assembling the rings with 4 or more sections, start with the section 1 and work counter clock wise until the final section closes the ring.

Note:

Frame Section	Assembly Method
A, B and C	No Ring Assembly Required
D and E	Assemble by inserting Frame Bolt through Vertical Assembly Tab and Welded Nut (see Parts List)
F and Larger	Assemble with U-Bolts (see Parts List)



U-Bolt Assembly



Vertical Tab Assembled



E

Olympia Pine
Section 1 of 2
Item 100027227
Serial No.(E-1)2014-100

E

Olympia Pine
Section 2 of 2
Item 100027227
Serial No. (E-2)2014-100

*Ring Section Labeling
Examples*

Frame Assembly

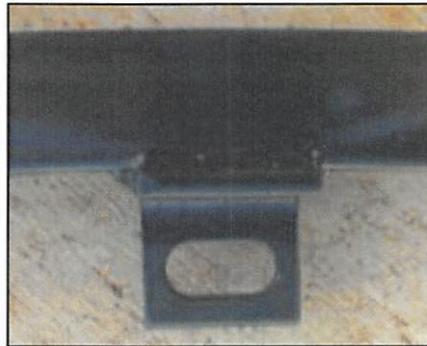
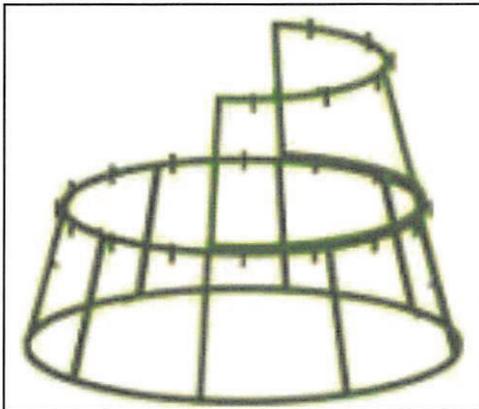
Stacking Ring Layers

Assemble the next (smaller) ring layer by placing one section on top of the already-assembled first frame ring, aligning holes for electrical harness. (See the section on Electrical Harnesses for more instructions on installing the harness).

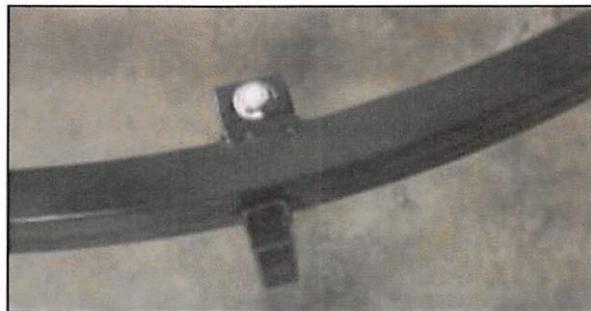
Secure ring layer section with method noted below and by aligning the horizontal tabs on each frame section.

Note:

Frame Section	Assembly Method
A, B, C, D, and E	Assemble by inserting Frame Bolt through Horizontal Assembly Tab and Welded Nut (see Parts List)
F and Larger	Assemble with U-Bolts (see Parts List)



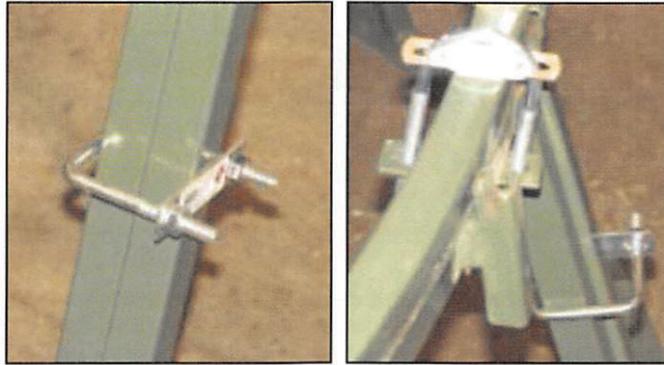
Horizontal Tab



Frame Assembly

Stacking Ring Layers (Continued)

Rings F and above will need to be bolted together using the enclosed U-bolts & plates. U-bolts will need to be secured both vertically and horizontally on the frames. For each 2' of frame height, one U-bolt should be attached vertically (referred to as "Row U-Bolts"). For each horizontal section, three U-bolts should be attached horizontally (referred to as "Ring U-Bolts").



U-bolts & Plates

Complete Frame Ring Assembly

Continue frame ring assembly by adding each layer as detailed in previous steps.



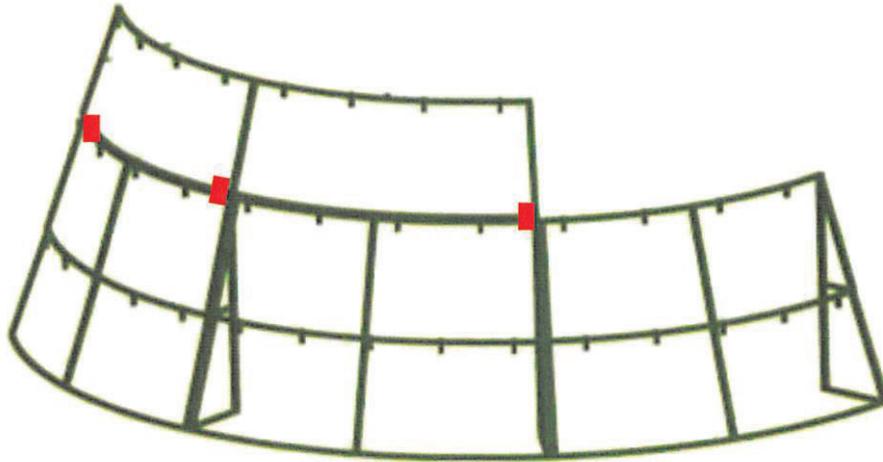
Ensure that each section is secure and tight before adding another layer to the tree. This will provide maximum stability.

Frame Assembly

Trees Over 30 Feet Tall

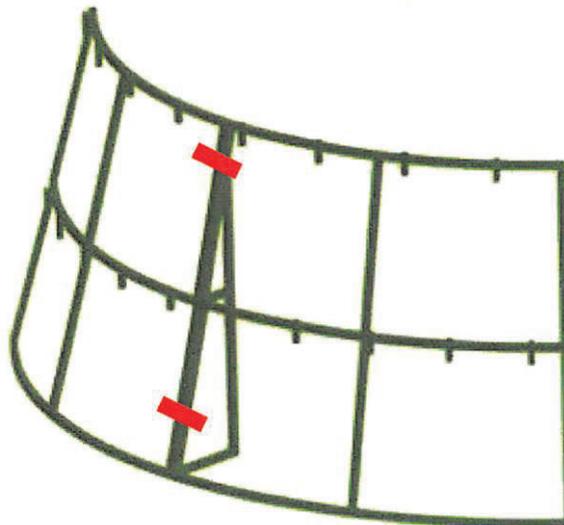
Ring U-Bolt Installation

For each horizontal section, three U-bolts should be used to attach each section together. The red blocks recommended U-Bolt placement.



Row Support U-Bolts

Row Support U-Bolts secure each frame section in the same row together. For each 2' of frame height, one U-bolt should be attached vertically. For sections 'KL' and higher where the sections are 4' in height, use two U-bolts vertically. Shown are two sections of frame row 'KL'. Each row support junction requires two U-Bolts. The red blocks represent U-Bolt placement.



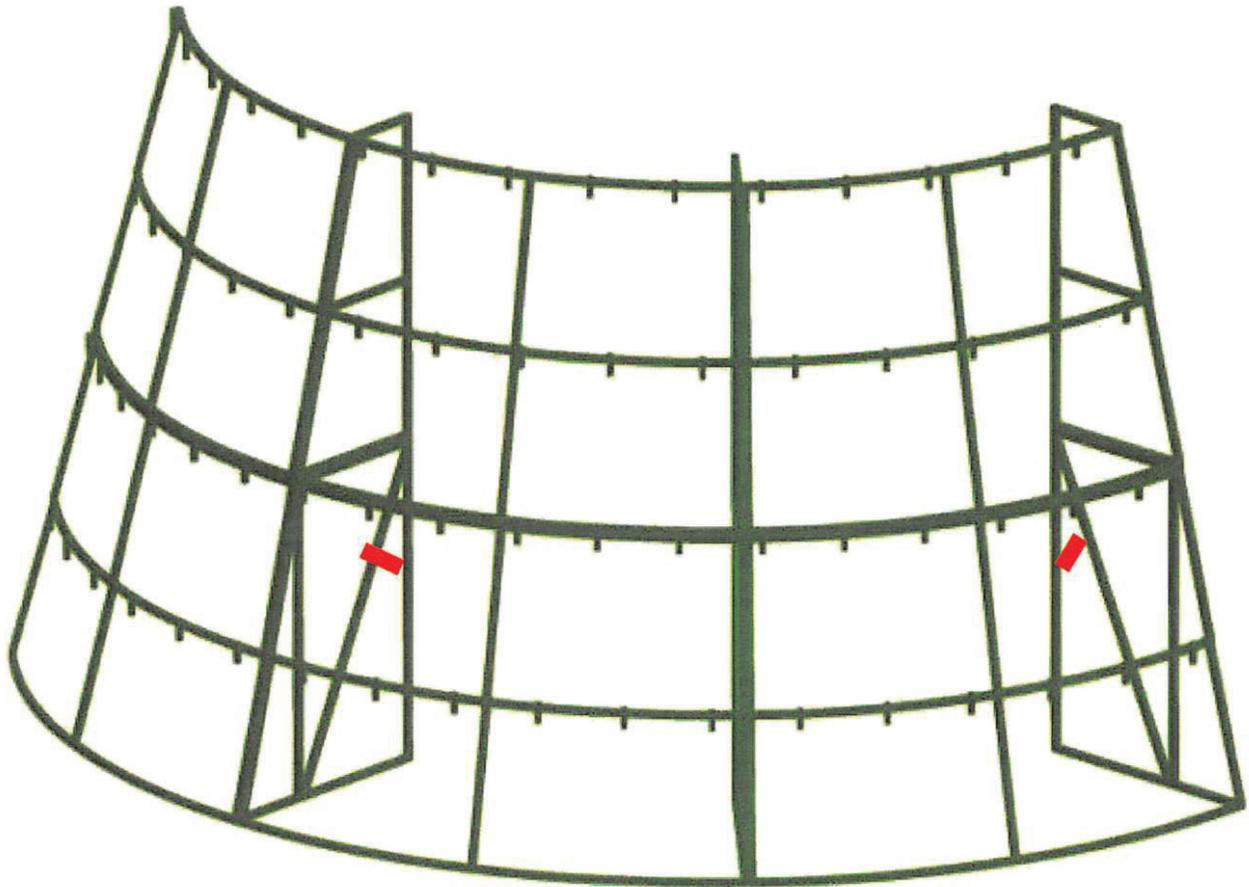
Refer to "Hardware By Section and Tree Size" for U-Bolt unit requirements.

Frame Assembly

Trees Over 30 Feet

Gusset U-Bolts

Gusset Support U-Bolts secure the custom section gusset supports together. Shown is a portion of frame row 'MN' and frame row 'OP'. For sections 'KL', 'MN' and 'OP' one U-Bolt is required per gusset. For larger frame sections ('QR' and higher) two U-bolts per gusset are required. The red blocks represent U-Bolt placement.



Frame Assembly

Topper Pole Assembly

Insert topper pole into the top of Ring A. It is recommended that the electrical harness is secured to the topper pole before inserting topper pole into Ring A (see Electrical Harness section for more details).

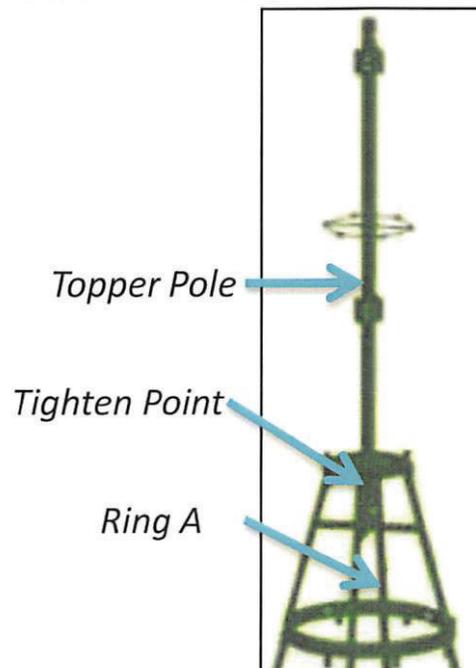


Topper Pole



Ring A

Tighten the 6 bolts on Ring A to secure the topper pole to Ring A.



The frame is now completely assembled.

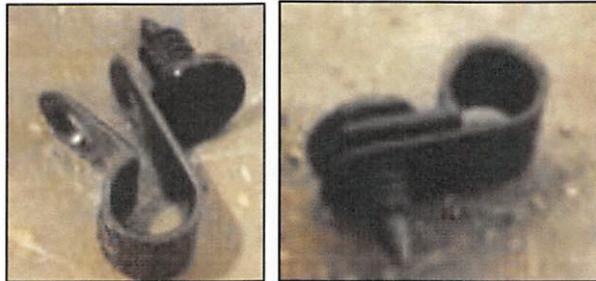
Electrical Harness

Each GKI Pro Tower Tree includes a UL rated electrical harness for indoor and outdoor use.

It is up to the installer's discretion whether the electrical harness be installed on the sections during frame assembly or after the entire structure is assembled. As an added benefit, we have included two harnesses for each ring section. It is suggested to use the second harness for tree sizes 12ft to 26ft if additional electrical decoration will be used. Trees 28ft and above will require the additional harnesses due to excessive amp draw. We recommend alternating the double harnesses at the ring level. These additional harnesses can be easily attached to the ring sections using zip ties.

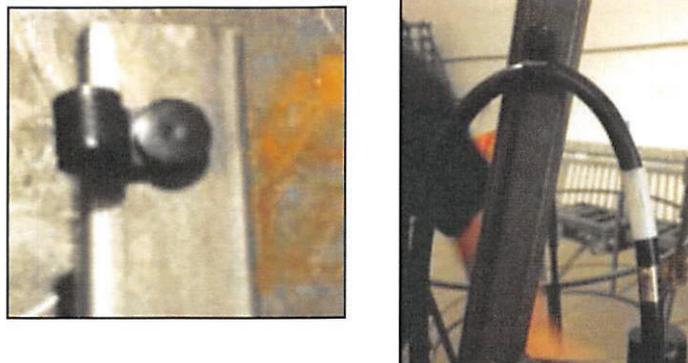
Harness Installation

The Installation Kit includes plastic rivets and plastic loop clamps for use in attaching the electrical harness to each frame section. Self-tapping screws are also included in the Installation Kit and may be used in place of the plastic rivets.



Screw & Clip

Place the clip around the wiring harness and **by hand (no tools needed)**, push the included plastic rivet through the loop clamp and into the pre-drilled holes on the frame to secure. Repeat as required on each frame section, running the electrical harness vertically on one side of the frame.



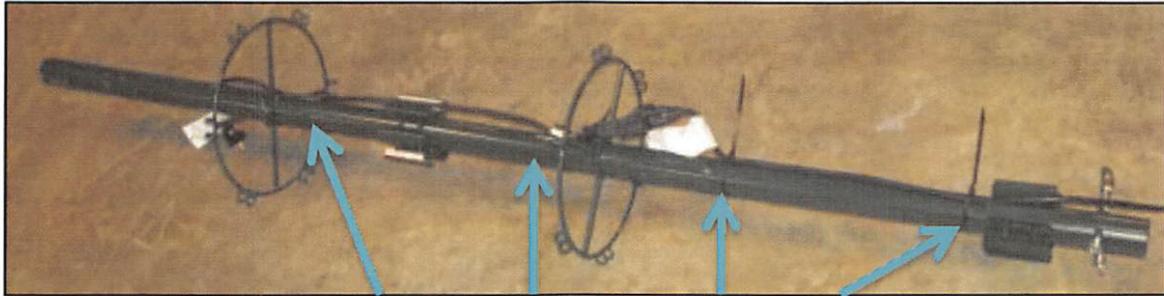
Electrical Harness

Each GKI Pro Tower Tree includes zip ties for attaching the electrical harness to the topper pole.

Harness Installation for Topper Pole

The Installation kit includes two harnesses for use on the topper post. It also includes zip ties for connecting the harness to the topper post.

It is recommended to place the zip ties in the shown locations. Make sure that zip ties are tight around the pole. It is recommended to place the zip ties on the pole while the pole is laying flat on a stable surface.



Topper Pole - Zip Tie Placement

Tree Topper Installation

Once the frame and tree topper pole are in place add the 4.5' tree topper. Once the tree topper is in place, plug it into the harness section at the top of the topper pole.



Tree Topper (4.5')



Tree Topper installed on Topper Pole

Foliage Installation

Tree Topper Extension Installation

The 4.5' Tree Topper includes an opening for a 2' Tree Topper Extension (included in Tower Tree Topper carton) or a decorative tree topper.

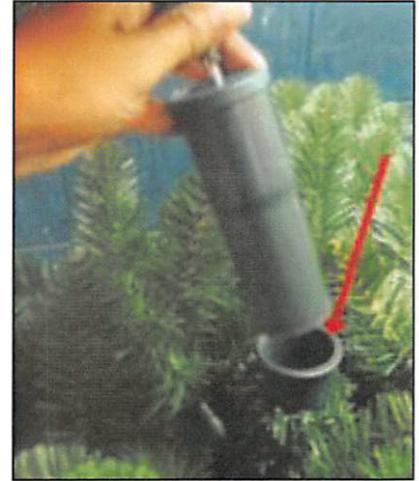
To install the 2' Tree Topper Extension, remove wing nut and bolt from poly bag attached to stem post. Insert 2' Tree Topper Extension into opening, line up the holes and insert the bolt. Attach wing nut and tighten to ensure best stability.



Tree Topper (2')



Top of 4.5' Tree Topper



Insert 2' Topper into 4.5' Topper

A 6' Extension Cord is included to light the 2' Tree Topper Extension. Plug the Extension Cord into the Tree Topper Pole Electrical Harness and run up through the 4.5' Tree Topper. Plug in the 2' Tree Topper Extension into the Extension Cord.



Tree Topper (2' & 4.5' Together)



Electrical Harness with Extension Cord and Topper Light Plug Attached

Foliage Installation

Branch Installation

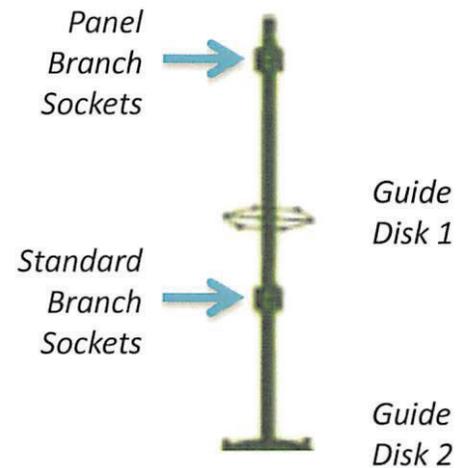
All Olympia Pine Tower Tree Toppers and Branches are made with Ready-Shape foliage – requiring minimal shaping.

Topper Pole Foliage

- Six (6) Panel Branches
- Six (6) Standard Branches

Install the panel branches (6) onto the Topper Pole by inserting hook end of the branch into the metal socket on the topper pole. For proper position align branch through guide disk 1.

Install the standard branches (6) onto the Topper by inserting hook end of the branch into the metal socket on the topper pole. For proper position, align branch through guide disk 2.



*Standard Branch
(Black Tape on Hook)*

*Panel Branch
(Red Tape on Hook)*



Panel Branches Installed on Topper Pole

Foliage Installation

Branch Installation

Frame Section Foliage

All Frame Sections require Standard Branches (indicated by black tape on the hook).

Starting from the top Frame Section, insert branch hook into the sockets on the Frame Section.

Light Strand Connection Points

At the top of each branch section there is a male plug, and at the bottom of each branch section there is a female plug.

Plug the male lead of the first branch into the wiring harness. Plug the female tail of that branch into the male lead of the second branch. Repeat for all additional branches on that level.

For each row of branches, make sure the male lead is plugged into the electrical harness.



Anchoring Cable

Included in the Installation Kit is a 40' winch cable and a wire rope clamp. These items help provide maximum stability when used with anchoring system. Anchoring system not included.



40' winch cable rated to 7,000lbs



Wire Rope Clamp

Open the hook hinge and insert the Wire Cable to form a loop around the support on Ring A, as pictured below.



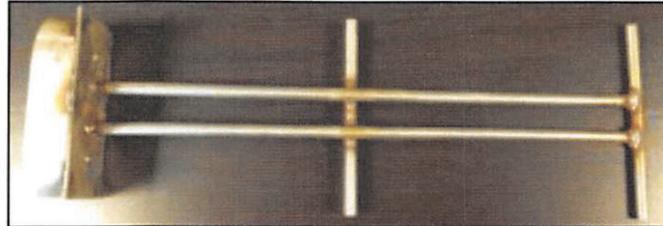
Winch Cable on Ring A

The wire rope clamp is used to secure the wire cable to the anchoring system of the installer's choice. Slide the wire through the clamp, secure the wire through the anchor point, and route the wire back through the clamp.



Additional Anchoring Information

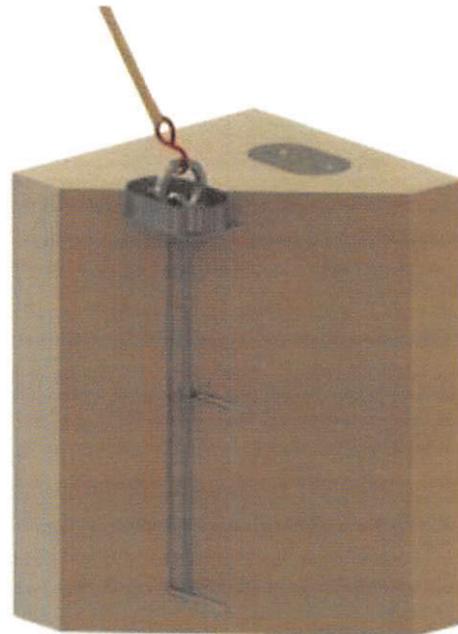
For maximum tree stability, it is recommended to use a 24" long cast-in-slab anchor rated at 5,000lbs (anchor not included with tree). Please check with local building codes for proper set up.



Cast-In-Slab Anchor



Anchoring Cable



Anchor needs to be cast into an existing slab or installed into a 12" diameter x 48" deep forming tube

Repacking of Material

Frame Sections

- Clean the surface of Frame Sections before storing – preferably on a pallet

Bolts, Nuts and Washers

- Repack all hardware in reusable zip lock poly bags.
- It is recommended to pack and store according to part level for ease of future installation

Foliage

- Close the Topper/Branches and repack into box or onto storage rack. Additional boxes may be required for storage of branches after your first use

Tree Topper Pole

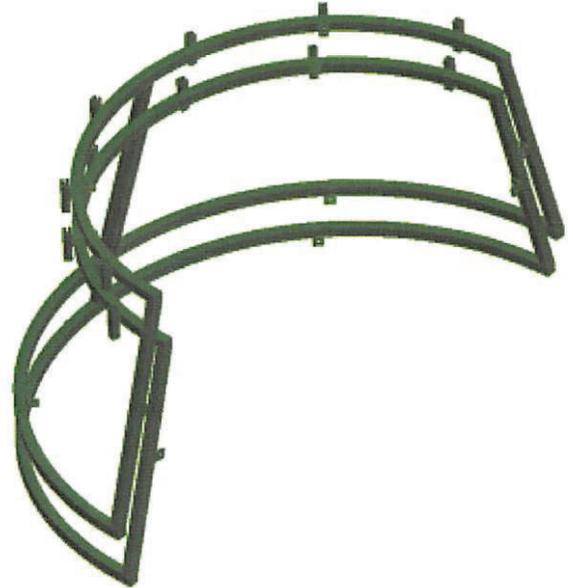
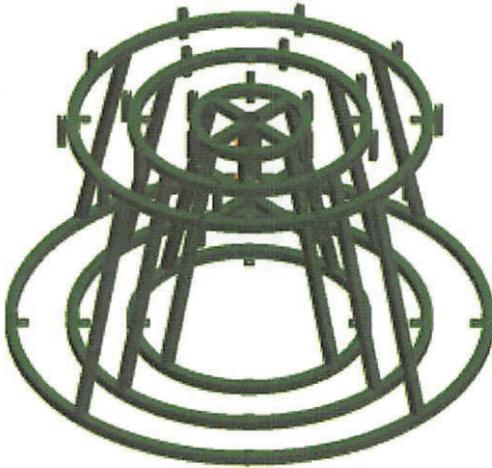
- Clean the surface before repacking into box

Storage

Optimal Storage Conditions

- Room temperature of storage area should range between 50 and 80 degrees Fahrenheit
- Moisture control will help to prolong the quality of the materials
- Sufficient space for moving material around

Frame Storage Options





Specifications

Lighting and Amp Draw

Amp Draw/ Light String = 0.08A							
Tower Tree - LED Lights and Amp Draw							
Section	Total Height (ft.)	Section Branch/Light String Count	Total Branch/Light String Count	Amp Draw LED - section	Amp Draw LED total	15 Amp Service	20 Amp Service
Standard Heights	Topper Tree	N/A	N/A	N/A	0.36	Circuit 1 12.84 Amps	Circuit 1 17.96 Amps
	Topper Pole	N/A	12	12	0.96		
	A	12	6	18	0.48		
	B	14	8	26	0.64		
	C	16	10	36	0.80		
	D	18	12	48	0.96		
	E	20	16	64	1.28		
	F	22	18	82	1.44		
	G	24	22	104	1.76		
	H	26	24	128	1.92		
	I	28	28	156	2.24		
J	30	32	188	2.56	Circuit 2 11.52 Amps	Circuit 2 17.28 Amps	
K	34	32	220	2.56			
L		40	260	3.20			
Custom Heights	M	38	40	300	3.20	Circuit 3 10.88 Amps	Circuit 3 17.28 Amps
	N		40	340	3.20		
	O	42	48	388	3.84	Circuit 4 12.80 Amps	Circuit 3 17.28 Amps
	P		48	436	3.84		
	Q	46	48	484	3.84	Circuit 4 12.80 Amps	Circuit 3 17.28 Amps
	R		56	540	4.48		
	S	50	56	596	4.48	Circuit 4 12.80 Amps	Circuit 3 17.28 Amps
	T		56	652	4.48		



Specifications

Measurements and Counts

Tower Tree Specifications									
	Section	Tree Height (ft.)	Branch Count	Total # Branches	Frame Sections	Total Frame Sections	Ring Diameter (in.)	Tree Diameter (in)	Circumferential Spacing (in)
Standard Heights	Tree	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Topper Pole	N/A	6	12	N/A	N/A	N/A	N/A	N/A
			6						
	A	12	6	18	1	1	24	29	6.28
	B	14	8	26	1	2	36	41	9.42
	C	16	10	36	1	3	48	53	11.30
	D	18	12	48	2	5	60	65	12.56
	E	20	16	64	2	7	72	77	11.78
	F	22	18	82	2	9	84	89	12.56
	G	24	22	104	2	11	96	101	11.99
	H	26	24	128	4	15	108	113	12.56
I	28	28	156	4	19	120	125	12.11	
J	30	32	188	4	23	132	137	11.78	
Custom Heights	K	32	32	220	8	31	144	149	12.95
	L	34	40	260			156	161	11.30
	M	36	40	300	8	39	168	173	12.25
	N	38	40	340			180	185	13.19
	O	40	48	388	8	47	192	197	11.78
	P	42	48	436			204	209	12.56
	Q	44	48	484	8	55	216	221	13.35
	R	46	56	540			228	233	12.11
	S	48	56	596	8	63	240	245	12.78
	T	50	56	652			252	257	13.46

Total branch count includes the 6 panel branches located in the tower tree topper carton.



Specifications

Hardware By Section and Tree Size

Section	Tree Height (ft.)	Frame Sections	Bolts Per Section	Bolts Per Tree	Ring U-Bolts	Row U-Bolts	Gusset U-Bolts	Total U-Bolts	Total U-Bolts Per Tree
A	12	1	6	6					
B	14	1	4	10					
C	16	1	4	14					
D	18	2	6	20					
E	20	2	6	26					
F	22	2			6	2		8	8
G	24	2			6	2		8	16
H	26	4			12	4		16	32
I	28	4			12	4		16	48
J	30	4			12	4		16	64
K/L	34	8			24	16		40	104
M/N	38	8			24	16	8	48	152
O/P	42	8			24	16	8	48	200
Q/R	46	8			24	16	16	56	256
S/T	50	8			24	16	16	56	312



Warranty Information

Your new GKI Pro Tower Tree structure is warranted against defects in materials and workmanship for ten (10) years from date of purchase.

Foliage fading is not covered under warranty as foliage may change color depending on the exposure level to UV rays.

GKI Pro LED light sets on the tree are guaranteed to light for three (3) years from date of purchase or 3,000 hours of use, whichever comes first.



Exhibit "B"

Florida CDI, LLC Bid Proposal



**Christmas
Designers**

Masters Of Commercial Decorating

CITY OF DORAL
Holiday Park and Tree Lighting Display
RFP # 2018-22

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ♦ (800) 432-5139 ♦ (954) 973-4225

CITY OF DORAL

Holiday Park and Tree Lighting Display

RFP # 2018-22

AREA 1 – FRONT OF 8401



For each of the eight (8) Royal Palms, we will wrap the trunks with fourteen (14) Warm White Commercial connect LED 70 light 4" spacing light sets and light the fronds with six (6) Warm White LED Frond Sets.

112	LED 70 light 4" spacing light sets CC Warm White	\$ 3,024.00
48	LED Frond Sets Warm White	\$ 1,440.00

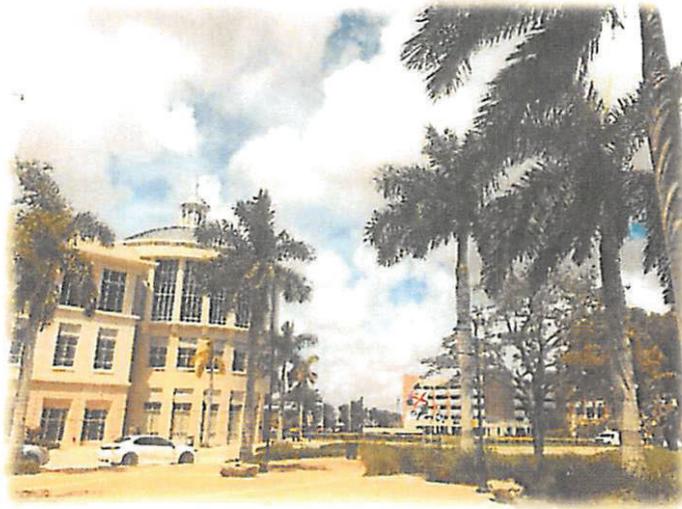
We will install ground embedded Gel Caps on the Up lighting along the Cupola.

Gel Caps	\$ 140.00
----------	-----------

TOTAL AREA 1 **\$ 4,604.00**

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.
20180377 SK 09.06.2018

AREA 2 – PARK PLAZA



For each of the eleven (11) Royal Palms, we will wrap up the trunks with sixteen (16) Warm White Commercial connect LED 70 light 4" spacing light sets and light the fronds with six (6) Warm White LED Frond Sets.

176	LED 70 light 4" spacing light sets CC Warm White	\$ 4,752.00
66	LED Frond Sets Warm White	\$ 1,980.00



For the one (1) Live Oak Tree, we will wrap up into the foliage with thirty five (35) Warm White Commercial connect LED 70 light 4" spacing light sets and scatter throughout the canopy with 450' of C9 36" spacing green cord LED G50 bulbs & every 5th Twinkle.

35	LED 70 light 4" spacing light sets CC Warm White	\$ 945.00
450'	C9 36" spacing green cord LED G50 bulbs & every 5th Twinkle	\$ 900.00

TOTAL AREA 2		\$ 8,577.00
---------------------	--	--------------------

The material contained herein is the property of Christmas Designers.
 Reproduction, copying, or use without prior consent is strictly prohibited.
 20180377 SK 09.06.2018

AREA 3 – PLAY AREA



For each of the fourteen (14) Oak Trees, we will wrap up into the foliage with twelve (12) Warm White Commercial connect LED 70 light 4" spacing light sets and scatter throughout the canopy with 120' of C9 36" spacing green cord LED G50 bulbs & every 5th Twinkle.

168	LED 70 light 4" spacing light sets CC Warm White	\$ 4,536.00
	1,680' C9 36" spacing green cord WW LED G50 bulbs & 5th Twinkle	\$ 3,360.00
TOTAL AREA 3		\$ 7,896.00

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.

20180377 SK 09.06.2018

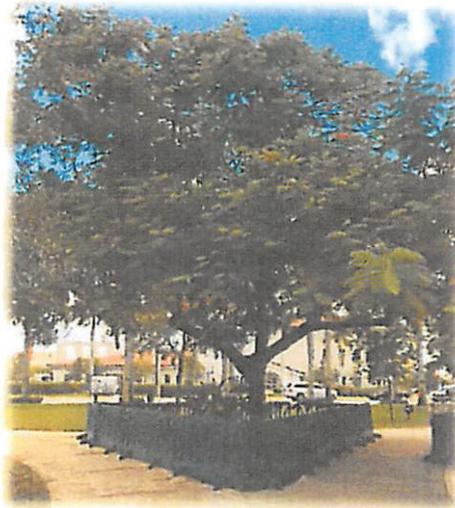
Christmas Designers

AREA 4 – PARK ENTRANCE



For each of the twelve (12) Alexander Palms, we will wrap up the trunks with five (5) Warm White Commercial connect LED 70 light 4" spacing light sets and light the fronds with six (6) Warm White LED Frond Sets.

60	LED 70 light 4" spacing light sets CC Warm White	\$ 1,620.00
72	LED Frond Sets Warm White	\$ 2,160.00



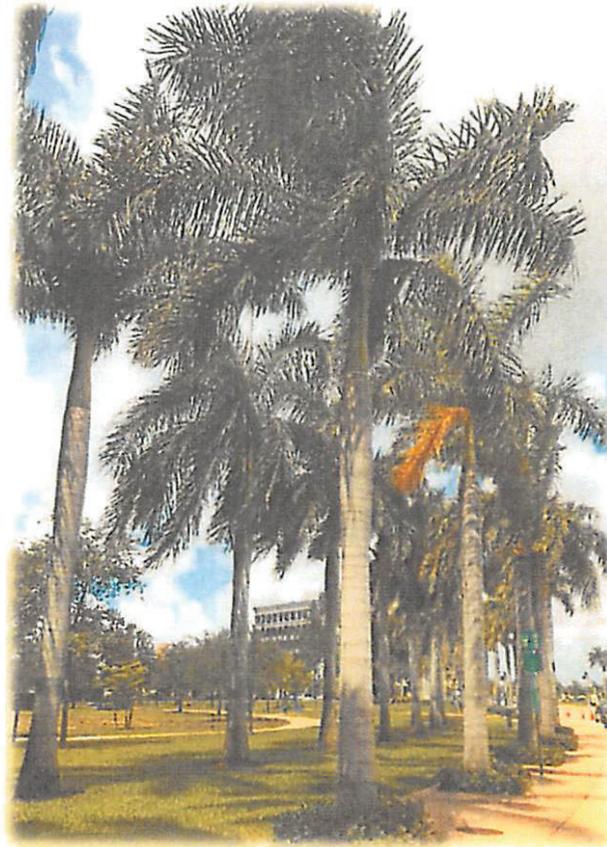
For the one (1) Poinciana Tree, we will wrap up into the foliage with twenty-five (25) Warm White Commercial connect LED 70 light 4" spacing light sets and scatter throughout the canopy with 450' of C9 36" spacing green cord LED **Multicolor** G50 bulbs & every 5th Twinkle.

25	LED 70 light 4" spacing light sets CC Warm White	\$ 675.00
450'	C9 36" spacing green cord MC LED G50 bulbs & 5th Twinkle	\$ 900.00

TOTAL AREA 4 **\$ 5,355.00**

The material contained herein is the property of Christmas Designers.
 Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 5 – 53RD STREET



For each of the eighteen (18) Royal Palms, we will wrap the trunks up to the green boot with sixteen (16) Warm White Commercial connect LED 70 light 4" spacing light sets and light up the fronds with six (6) Warm White LED Frond Sets.

288	LED 70 light 4" spacing light sets CC Warm White	\$ 7,776.00
108	LED Frond Sets Warm White	\$ 3,240.00
TOTAL AREA 5		\$ 11,016.00

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.

20180377 SK 09.06.2018

Christmas Designers

Page 6 of 9

AREA 6 – LIGHT POLES 53RD TRAFFIC CIRCLE



For each of the six (6) light Poles, we will wrap 13 ½' x 14" LED lit Garland decorated in our Colors of the Holiday Ornament Package.

6	13 ½' x 14" LED Garland, decorated in COTH	\$ 1,350.00
---	--	-------------

TOTAL AREA 6		\$ 1,350.00
---------------------	--	--------------------

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.
20180377 SK 09.06.2018

AREA 7 – CHRISTMAS TREE



We will install one (1) 30' Customer Owned Olympia Pine Christmas Tree and decorate in our Colors of the Holiday Ornament Package.

1	30' Olympia Pine Tree Installation, Removal & Preparation for Storage	<i>Customer Owned</i> \$ 5,200.00
<i><u>Optional</u></i>		
1	Ornament Package - Colors of the Holiday - <i>Rental</i>	\$ 2,820.00
TOTAL AREA 7 (<i>excluding Ornamentation</i>)		\$ 5,200.00

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.

20180377 SK 09.06.2018

Christmas Designers

Page 8 of 9

**COST RECAP
CITY OF DORAL
HOLIDAY PARK AND TREE LIGHTING DISPLAY
RFP # 2018-22**

Area 1 – Front of 8401	\$ 4,604.00
Area 2 – Park Plaza	\$ 8,577.00
Area 3 – Play Area	\$ 7,896.00
Area 4 – Park Entrance	\$ 5,355.00
Area 5 – 53 rd Street	\$ 11,016.00
Area 6 – Light Poles 53 rd Traffic Circle	\$ 1,350.00
Area 7 – Christmas Tree	\$ 5,200.00
<i>Service of Lights – Light up through December 31st per season</i>	<u>NO CHARGE</u>
TOTAL CITY OF DORAL RENTAL PER SEASON	\$ 43,998.00

*Colors of the Light Sets may be changed to accommodate Customer preferences,
for no additional charge.*

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.

20180377 SK 09.06.2018

Christmas Designers

Page 9 of 9

Exhibit "C"

Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$3,000,000
 - Policy Aggregate (Per Job/Location) \$3,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Completed Operations \$3,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non- Owned Autos
 - Any One Accident \$1,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured

III. Workers Compensation / Employers' Liability

- A. Workers Compensation Limits: Statutory - State of Florida

- B. Employers Liability Limits:
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors’ Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

RESOLUTION No. 18-180

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2018-22 "HOLIDAY PARK AND TREE LIGHTING DISPLAY" TO THE TOP RANKED PROVIDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLORIDA CDI LLC. FOR THE PROVISION OF PROVIDING THE CITY'S HOLIDAY PARK AND TREE LIGHTING DISPLAY AT DOWNTOWN DORAL PARK AND THE DORAL GOVERNMENT CENTER FOR A PERIOD OF THREE (3) YEARS, WITH TWO (2) ONE (1) YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS IN AN AMOUNT NOT TO EXCEED THE BUDGETED FUNDS FOR THIS PROJECT PER FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On August 7, 2018, Request for Proposals #2018-22, "Holiday Park and Tree Lighting Display" was advertised for the provision of providing the City's Holiday Park and Tree Lighting Display at Downtown Doral Park and the Doral Government Center; and

WHEREAS, Six (6) proposal submittals were received on September 7, 2018 with four (4) of the firms meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on September 25, 2018 where all submitted proposals were scored and ranked. During this evaluation meeting it was determined that based on their qualifications and relevant experience, pricing for services offered, understanding and responsiveness to scope of services, and affiliation references based on a three hundred (300) point system; the firms ranked as follows:

- | | | |
|----|---------------------|------------|
| 1. | Florida CDI LLC | 277 Points |
| 2. | Plant Professionals | 260 Points |
| 3. | Greensleeves, Inc. | 241 Points |
| 4. | Rentokil NA | 200 Points |

WHEREAS, Staff respectfully requests the approval to award Request for Proposals #2018-22 “Holiday Park and Tree Lighting Display” to the top ranked provider and authorize the City Manager to negotiate and enter into an agreement with Florida CDI LLC for the provision of providing the City’s Holiday Park and Tree Lighting Display at Downtown Doral Park and the Doral Government Center for a period of three (3) years with two (2) one (1) year renewals for a total of five (5) years in an amount not to exceed the budgeted funds for this project per fiscal year within account Other Contractual Services – 001.90005.500340.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Services. The award of Request for Proposals #2018-022 to Florida CDI LLC for the provision of providing the City’s Holiday Park and Tree Lighting Display at Downtown Doral Park and the Doral Government Center is hereby approved.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Florida CDI LLC for the provision of providing the City’s Holiday Park and Tree Lighting Display at Downtown Doral Park and the Doral Government Center for a period of three (3) years with two (2) one (1) year renewals for a total of five (5) years. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. This Authorization does not create or confer any rights Florida CDI LLC or any of the other ranked proposers.

Section 4. Implementation. The City Manager and the City Attorney are

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 10 day of October, 2018.

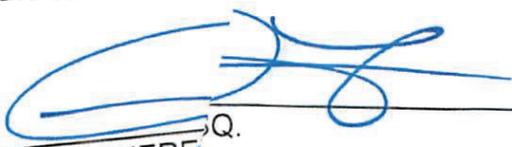


JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:


CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND ENFORCEMENT OF THE CITY OF DORAL ONLY:



LUIS FIGUERES
CITY ATTORNEY

Exhibit B

Barley Snyder

ATTORNEYS AT LAW

213 MARKET STREET, 12TH FLOOR
HARRISBURG, PA 17101
TEL (717) 231-6603 FAX (717) 344-5373
WWW.BARLEY.COM

Abby Tucker, Esquire
Direct Dial Number: (717) 399-1530
E-mail: atucker@barley.com

To Whom It May Concern:

As of July 1, 2022, Rileighs Outdoor, LLC and Florida CDI, LLC entered into an asset sale through which Rileighs Outdoor, LLC purchased all of the assets of Florida CDI, LLC. Following this transaction, the two companies have merged their operations, with Rileighs assuming all of the business and continuing all of the activities of Florida CDI. Enclosed herein you will find a copy of the Bill of Sale, Assignment and Assumption Agreement whereby Rileighs Outdoor, LLC assumed all of the assets and liabilities of Florida CDI.

Should you need any further information regarding this matter, please contact me.

Very truly yours,



Abby Tucker

ALT:

Enclosure

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (the “**Agreement**”) is dated as of July 1, 2022 (the “**Effective Date**”), by and between **FLORIDA CDI, LLC**, a Florida limited liability company (the “**Seller**”), **LEONARD SCHULZ**, an adult individual, and **KEVIN LONG**, an adult individual (collectively the “**Seller’s Principals**”) and **RILEIGHS OUTDOOR, LLC**, a Delaware limited liability company (“**Purchaser**”).

RECITALS:

WHEREAS, Purchaser has entered into an Asset Purchase Agreement with Seller and Seller’s Principals of even date herewith (the “**Purchase Agreement**”), pursuant to which Purchaser is purchasing the Purchased Assets (as defined in the Purchase Agreement) from Seller;

WHEREAS, the Purchased Assets expressly includes the vehicles set forth on Exhibit A attached hereto;

WHEREAS, Purchaser has agreed to acquire from Seller, and Seller has agreed to bargain, sell, assign, transfer and convey to Purchaser, all of Seller’s right, title and interest in and to the Purchased Assets; and

WHEREAS, the parties hereto desire to carry out such transactions by this Agreement and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Bill of Sale and Assignment. As of the Effective Date, Seller hereby sells, assigns, transfers and conveys to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller the Purchased Assets, free and clear of any and all claims, liens, pledges, options, liabilities, charges, security interests, mortgages, claims, encumbrances or rights of any third party of any nature whatsoever, including, without limitation:
 - a. The Equipment and Inventory of Seller;
 - b. All of Seller’s rights, title and interest in and to the Owned Intellectual Property;
 - c. All rights of the Seller under the Assumed Contracts;
 - d. all Permits which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, to the extent transferable;
 - e. Seller’s customer, competitor and vendor data, customer lists, sales and marketing information, productivity, pricing, supplier data, vendor agreements, and associated files to the extent relating solely to the Business;

- f. The Prepaid Expenses;
- g. To the extent transferable, all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- h. the Business' goodwill and all technology, and other intangible assets related solely to the Business; and
- i. the books and records of Seller, or copies thereof in hard copy or in electronic form, to the extent related solely to the Business.

TO HAVE AND TO HOLD all of the Purchased Assets unto the Purchaser, its successors and assigns, for its own use and behalf forever.

Seller hereby transfers irrevocably its absolute right, title and interest in and to the Purchased Assets to the Purchaser.

- 2. Assumption of Liabilities. Purchaser hereby assumes, and agrees to timely pay, perform and discharge the liabilities associated with the Assumed Liabilities arising from and after the date hereof.
- 3. Further Assurances. From time to time after the date hereof, at the request of Purchaser, and without further consideration from Purchaser, Seller hereby agrees to execute and deliver such other instruments of conveyance and transfer and to take such other action as Purchaser may reasonably require to more effectively convey, transfer to and vest in Purchaser all of the Assets.
- 4. Miscellaneous.
 - a. Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.
 - b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
 - c. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.
 - d. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania to the full extent permitted by applicable law, without giving effect to the conflicts of law principles thereof.
 - e. The use of any singular term shall include the plural and vice versa.
 - f. Nothing contained herein is intended to enlarge or diminish the covenants, representations and warranties regarding the Purchased Assets contained in the

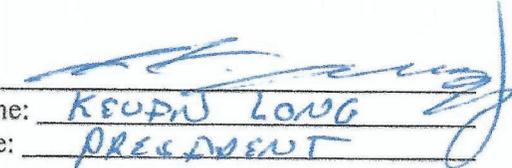
Purchase Agreement, which representations and warranties shall survive the execution and delivery of this Agreement as set forth in the Purchase Agreement. In the event of any conflict between any provision of the Purchase Agreement and any provision of this Agreement, the provision in the Purchase Agreement shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal as of the day and year first set forth above.

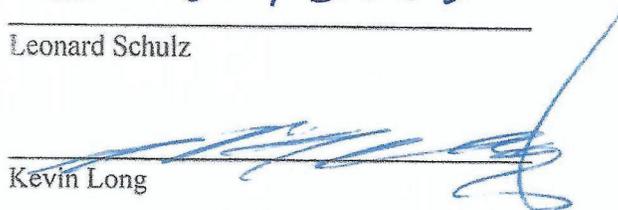
SELLER:

FLORIDA CDI, LLC, by its sole member, CDI ENTERPRISES, LLC

By: 
Name: KEVIN LONG
Title: PRESIDENT

INDIVIDUAL MEMBERS:


Leonard Schulz


Kevin Long

PURCHASER:

RILEIGHS OUTDOOR, LLC

By: _____
Name: Carter Cheskey
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal as of the day and year first set forth above.

SELLER:

FLORIDA CDI, LLC, by its sole member, CDI ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

INDIVIDUAL MEMBERS:

Leonard Schulz

Kevin Long

PURCHASER:

RILEIGHS OUTDOOR, LLC

By: 

Name: Carter Cheskey

Title: Manager

EXHIBIT A

Vehicle Year, Make & Model	Vehicle Type	VIN#	Mileage	Purchase Price
REDACTED				