



**Letter of Intent &
Interim Agreement**

This letter serves to award the contract for the construction of the City of Miami Beach Skatepark, West Lots, Between 82nd and 83rd street to Velosolutions(**RFLI 2018-019-WG Outdoor Skate Park**), to build Option _____ as proposed in bid documents.

For an initial payment of \$7,500.00, Velosolutions USA (Velosolutions), is directed to proceed on the following work immediately, all in accordance with a signed proposed budget of up to \$75,000. Under no circumstances will Velosolutions undertake any work nor make any commitments such that the total value of the work performed or commitments made towards the project pursuant to the instructions contained in this letter is greater than a signed budget from City of Miami without express authorization. This initial payment shall be deemed as a partial payment towards the total contract price within the budget.

The scope of work to be undertaken pursuant to this letter is:

- Commitment of resources to a construction date
- Execution of Construction and Permitting Documents

Note that Velosolutions shall initiate work on the above list to ensure that critical activities are performed first and maximum utilization is made of the initial funds available.

In the event that negotiations between The City of Miami Beach and Velosolutions should conclude without a final agreement being reached, a site evaluation and project proposal, and design has been submitted, Velosolutions is not obligated to return the initial payment.

This letter will form an interim agreement between Velosolutions and The City of Miami Beach until such time as the ongoing negotiations have concluded with either a formal contract being executed or an agreement that the parties will discontinue working together on the project. This letter will be the entire agreement between the parties during the interim period and any changes to the terms herein shall be in writing. You should not accept any instructions from any person other than Alon Karpman and Jonathan Strauss who will be acting as Velosolutions representatives until the formal documentation has been completed and executed.

Yours Truly ,

Jonathan Strauss
Velosolutions USA LLC

Agreed to all terms and conditions above on this ____ day of _____, 2017

Signature and date

Name and Title at City Of Miami Beach

Velosolutions Construction Contract

This Construction Contract (the "Contract") is made as of _____, 2017 (the "Effective Date") by and between Velosolutions USA, LLC, of 725 92nd Street, Surfside, FL 33154, and

Velosolutions desires to provide Construction of their paved pump track construction services to City of Miami Beach who desires to obtain such services from Velosolutions.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning May 1st, 201 Velosolutions will provide for the project RFLI 2018-019-WG Outdoor Skate Park to City of Miami Beach the following services (collectively, the "Services"):
 - a. Consultation for the design of the pumptrack
 - b. Design of the pumptrack - includes revisions, and detailed drawing.
 - c. Construction of the pumptrack.
 - d. Pictures, Video, PR materials, and online marketing

2. **SCOPE OF WORK.** Velosolutions will provide all services and labor for the construction of a paved pumptrack for City of Miami Beach described in RFLI 2018-019-WG Outdoor Skate Park.

3. **PLANS, SPECIFICATIONS, PICTURES AND VIDEO.** Velosolutions will make all plans, specifications, drawings, blueprints, and similar construction documents necessary to provide the Services described herein. Any such materials shall remain the property of Velosolutions. Velosolutions considers it's designs and construction methods including detailed drawing documents confidential and proprietary. Velosolutions will supply drawings/visuals of the track without schematic details that City of Miami Beach can use for showing the community or on online media. No pictures and video taken may be taken on site during the build that is not approved by Velosolutions. Velosolutions will supply City of Miami Beach with approved pictures for it's use.

4. **WORK SITE.** City of Miami Beach warrants and will show guarantees that it has authorization to build on the property herein described and is authorized to enter into this contract. Prior to the start of construction, City of Miami Beach will clearly identify by stakes all the corners of the property.

6. **PAYMENT.** Payment shall be made to Velosolutions USA, LLC. in the amount of paid under the following schedule of payments.
 - a. Deposit - _____ at signing
 - b. Wire transfer - _____
 - c. 50% complete by: _____
 - d. Final Payment upon completion: _____

In addition to any other right or remedy provided by law, if City of Miami Beach fails to pay for the Services when due, Velosolutions has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

7. **TERM.** Velosolutions shall commence the work to be performed upon issuance of permits scheduled by _____ and shall complete the work on or before _____.

Upon completion of the project, City of Miami Beach agrees to sign a Notice of Completion within ten (10) days after the completion of the contract.

Until such time as the City of Miami Beach sells and secures “naming rights” to the track the track shall be known as the “Velosolutions Pumptrack” or similar, and the name will be included in all press releases, social media, or marketing. Once the rights have been sold, the Velosolutions name will continue to be prominent as a sponsor as long as the Track is in use. The Boathouse gives authorization and will keep the thermoplastic signage installed at the track for Velosolutions and its partner, Owens Corning. Velosolutions will make a good faith effort to have Owens Corning make an additional sponsorship for the track.

7. **Material Changes to the Project:** City of Miami Beach may make changes to the scope of work during the term of this Contracts. However any such change or modification shall only be made in a written “Change Order” which is signed by both parties. Such Change Orders shall become part of this Contract. City of Miami Beach agrees to pay any increase in the cost of Construction work as a result of any written, dated and signed Change Order. In the event the cost of a Change order is not known at the time a Change Order is executed, Velosolutions shall estimate the cost thereof and City of Miami Beach shall pay the actual cost whether or not this cost is in excess of the estimated cost.

10. **PERMITS.** City of Miami Beach shall obtain all necessary building permits. Velosolutions shall apply for and obtain any necessary permits and licenses required by the local municipal/ county government to do the work, the cost thereof shall be added as part of the Payment to Velosolutions under this Contract.

11. **INSURANCE.** Before work begins under this Contract, Velosolutions shall furnish certificates of insurance to City of Miami Beach substantiating that Velosolutions has placed in force valid insurance covering its liability and shall furnish and maintain a general liability insurance covering the construction and related accidents that could incur in rendering the Services. The Cost of this insurance will be paid for by City of Miami Beach.

12. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by Velosolutions in connection with the Services will be the exclusive property of Velosolutions and under the confidentiality agreement signed by the parties.

13. **CONFIDENTIALITY.** Velosolutions considers it’s construction methods as trade secrets and all information and building methods will be covered under the confidentiality agreement already in place between the parties. City of Miami Beach must take efforts to not allow others that are on the construction sight to take and disseminate pictures of the building process.

14. **INDEMNIFICATION.** With the exception that this Section shall not be construed to require indemnification by Velosolutions to a greater extent than permitted under the public policy of the State of Washington, City of Miami Beach shall indemnify Velosolutions against, hold it harmless from and defend Velosolutions from all claims, loss, liability, and expense, including attorneys fees, arising out of or in connection with Velosolutions' Services performed under this Contract. This indemnity shall cover all situations and use of the pumptrack.

15. **WARRANTY.** Velosolutions shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the construction community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Velosolutions on similar projects. Velosolutions shall construct the pumptrack in conformance with the plans and specifications agreed to between the parties.

16. **WORKSITE.** City of Miami Beach will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. All clean up and debris will be cleared by City of Miami Beach.

17. **INSPECTION.** City of Miami Beach shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be tested shall be done at each necessary stage of construction and before further construction can continue.

18. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of City of Miami Beach to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizer, lien or levy of labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of City of Miami Beach to make the building site available or the failure of Velosolutions to deliver the Services in the time and manner provided for in this Contract.

19. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but no be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury , general unavailability of materials or other similar occurrence, orders or act of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes are removed or ceased. An act or omission shall be deemed within the

reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents or affiliates.

22. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute or is unavailable, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law, including filing suit.

23. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

24. **AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by each party.

25. **GOVERNING LAW.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida, without regard to any choice of law provisions of any other jurisdiction.

26. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

27. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

29. **SIGNATORIES.** This Contract shall be signed on behalf of Velosolutions by Alon Karpman and on behalf of City of Miami Beach by _____ and shall be effective as of the date first written above.

Velosolutions USA, LLC:

City of Miami Beach:

By: Jonathan Strauss

By:

Date: _____

Date: _____