

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 22, 2014

(X) Consent
() Ordinance

() Regular
() Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

Amendment No.1 to the Professional Service Contract (R2014-0154) with Michael Singer, Inc (MSI) to increase the contract amount by \$19,000 for the design, fabrication, and delivery of the Bryant Park sculptural living shoreline mangrove planter.

Summary:

Amendment No. 1 increases the contract amount from \$47,500 to \$66,500 to cover costs associated with the design, fabrication and delivery of eleven units to create a 100 foot long mangrove planter. Costs associated with building the planter base are lower than originally estimated and it is now within the project budget to create a 100 foot long mangrove planter which maximizes the living shoreline habitat. The original contract amount covered seven units for a 60 foot long mangrove planter. MSI is a Palm Beach County SBE. The amendment is supported by Vessel Registration Fees, a Non-Ad Valorem source. District 7 (SF)


Background and Justification:

Installation of the base and the sculptural elements will be completed by ERM through an annual Dune and Wetland Contract (R2013-1825).

Attachments:

1. Amendment No. 1
2. Contract R2014-0154

Recommended by:  6/30/14
Department Director **Date**

Approved by:  7/7/14
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$19,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$19,000</u>	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 1225 Department 380 Unit 3089 Object 3401

Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

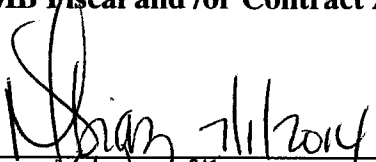
Vessel Registration Fee Trust Fund – Non-Specific \$19,000

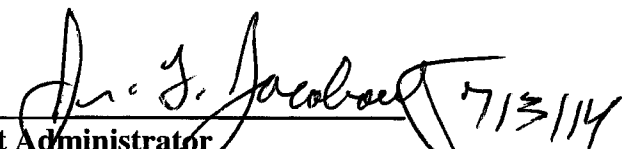
C. Department Fiscal Review:



III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:


OFMB AK 7/1/14


Contract Administrator 7/3/14
7-2-14 Bedcheck

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

**AMENDMENT NO. 1 TO THE CONTRACT FOR DESIGN, FABRICATION,
AND DELIEVERY OF THE BRYANT PARK SCULPTURAL LIVING
SHORELINE MANGROVE PLANTER**

THIS AMENDMENT to the Design, Fabrication, and Delivery of the Bryant Park Sculptural Living Shoreline Mangrove Planter Contract dated February 04, 2014 (R2014-0154) (hereinafter "CONTRACT") by and between Michael Singer Inc., a corporation (hereinafter "CONSULTANT") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

W I T N E S E T H

WHEREAS, on February 04, 2014, (R2014-0154) the CONSULTANT and COUNTY entered into a CONTRACT, up to a maximum not-to-exceed amount of \$47,500 (hereinafter "CONTRACT PRICE"), to provide professional/ consultation services to design, prototype, fabricate, and deliver the sculptural living shoreline planter elements of the Bryant Park Living Shoreline project; and

WHEREAS, the CONTRACT Costs for fabrication, and deliver was unknown until the completion of the design and prototype of the units; and

WHEREAS, by this AMENDMENT, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to approve the fabrication and delivery of eleven units and change the CONTRACT PRICE to a not-to-exceed amount of \$66,500.

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

1. The above recitations are true and correct and incorporated herein.

2. Exhibit B (Schedule of Payments) of the CONTRACT is hereby replaced with the Schedule of Payments attached hereto as Exhibit B-2.
3. All other provisions of the CONTRACT shall remain in full force and effect.

(Remainder of page intentionally left blank)

ATTEST:

SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

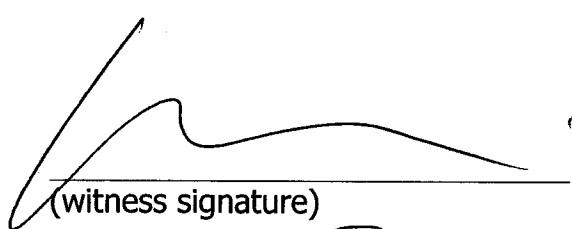
APPROVED AS TO TERMS
AND CONDITIONS:



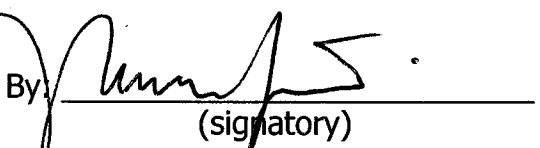
Assistant County Attorney



Robert Robbins, Director
Dept. of Environmental Res. Mgmt.



(witness signature)
Jonathan Foculson
(witness name printed)

Michael Singer Inc.
Contractor
By: 

(signatory)
Michael Singer
(print signatory's name)
Its: President
(print title)

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

Task(s) to be Completed: Design for the *Living Shoreline* planter

Completion Time: Mid-April, 2014

Compensation for Phase 1: \$8,500.00

Deliverable(s) Required:

- Conceptual 3D Model Studies
- Meeting to review conceptual models
- Final conceptual design and cost estimate
- Meeting to approve final concept, cost estimate, and size of project

PHASE 2

Task(s) to be Completed: Design Package and Shop Drawings for *Living Shoreline* planter

Completion Time: Mid-July, 2014

Compensation for Phase 2: \$20,000.00

Deliverable(s) Required:

- Design Package
- Supplier List
- Shop Drawings

PHASE 3

Task(s) to be Completed: Fabricate the *Living Shoreline* Sculptural Elements

Completion Time: Mid-July through Mid-September Compensation for Phase 3: \$22,300.00

Deliverable(s) Required:

- Fabrication of sculptural elements

PHASE 4

Task(s) to be Completed: Deliver the *Living Shoreline* Sculptural Elements

Completion Time: Late September 30, 2014

Compensation for Phase 4: \$15,000.00

Deliverable(s) Required:

- Delivery of sculptural elements

PHASE 5

Task(s) to be Completed: Assist with *Living Shoreline* Descriptive Report

Completion Time: Late October 2014

Compensation for Phase 5: \$700.00

Deliverable(s) Required:

- Text and image support for descriptive report

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Bryant Park Sculptural Living Structure Mangrove Planter
 NAME OF PRIME BIDDER: Michael Singer Inc.
 CONTACT PERSON: Michael Singer
 BID OPENING DATE: N/A

PROJECT NO. OR BID NO.: Bryant Park Sculptural Living Structure Mangrove Planter
 ADDRESS: 321 NW 1st. Ave, Delray Beach, FL, 33444
 PHONE NO.: 561-865-7683 FAX NO.: N/A
 USER DEPARTMENT: Environmental Resources Management

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other
	Minority Business	Small Business					(Please Specify)
1. <u>Michael Singer Inc. 321 NW 1st. Ave, Delray Beach, FL, 33444 561-865-7683</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<u>100%</u>	
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

Total Bid Price \$ \$66,500

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work \$66,500 / 100%

I hereby certify that the above information accurate to the best of my knowledge: [Signature] Signature President 6/2/14 Title

- NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: N/A PROJECT NAME: Bryant Park Sculptural Living Shoreline Mangrove Planter
 TO: Michael Singer Inc.
 (Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise _____
 Black _____ Hispanic _____ Women _____ Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: May 6th, 2013

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	<u>Entire Project</u>			<u>\$66,500 = 100%</u>

at the following price or percentage \$66,500 = 100%
 (SBE Prime or Subcontractor's Quote)

and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
 (Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Michael Singer Inc
 Print name of
 SBE-M/WBE Company
 By: [Signature]
 (Signature)
Michael Singer President
 Print name/title of person executing on behalf
 of SBE-M/WBE
 Date: 6/9/14

R2014-0154

C

**CONTRACT FOR DESIGN, FABRICATION, AND DELIVERY OF
THE BRYANT PARK SCULPTURAL LIVING SHORELINE MANGROVE PLANTER**

This Contract is made as of the _____ day of FEB 04 2014, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Michael Singer Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 030331532.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services to design, prototype, fabricate, and deliver the sculptural living shoreline planter elements that will function as a planter to retain soils to support the growth of mangroves and oysters along the shoreline of Bryant Park in Lake Worth Lagoon. The form and composition of the sculptural elements will be designed and sculpted by CONSULATANT with the goal of environmental enhancement through art, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be Robert Robbins, Director, Environmental Resources Management, telephone number (561) 233-2400 or designee Eric Anderson, telephone number (561) 233-2514. The CONSULTANT'S representative/liason during the performance of this Contract shall be Jason Bregman the designated project manager, telephone number (561) 865-7683.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on February 4, 2014 and complete all services by September 30, 2014.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of forty-seven thousand five hundred Dollars (\$47,500.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT shall clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified

by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well

as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.**" CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or

non-renewal of coverage. The certificate of insurance shall be issued to "Palm Beach County, c/o: ERM Director, 2300 N. Jog Road, 4th Floor, West Palm Beach, FL 33411-2743," or his successor/current address.

- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "**Additional Insured**" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party

beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Robert Robbins, Director
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Michael Singer
321NW 1st Ave
Delray Beach, FL 33444

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Attachments:

Exhibit A: Scope of Work

Exhibit B: Schedule of Payments

Exhibit C: Schedule 1 (List of Proposed SBE-M/WBE Prime/Subcontractors)

Exhibit D: Schedule 2 (Letter of Intent to Perform as an SBE or M/WBE Subcontractor)

Exhibit E: Schedule 3a (Professional Service Activity Report Form)

Exhibit F: Schedule 4 (SBE-M/WBE Payment Certification)

Exhibit G: Insurance

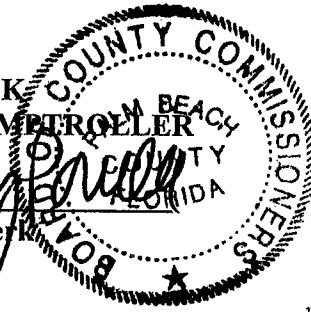
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

R2014-0154 FEB 04 2014

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: [Signature]
Deputy Clerk



PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: [Signature]
Priscilla A. Taylor, Mayor

WITNESS:

[Signature]
Signature

Jason Bregman
Name (type or print)

[Signature]
Signature

Brandon Justice
Name (type or print)

CONSULTANT:

Michael Singer Inc
Company Name

[Signature]
Signature

Michael Singer
Typed Name

President
Title

(corporate seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Robert Robbins, Director
Department of Environmental Resources Management

SCOPE OF WORK

2.06.13 revised from initial 09.03.13 draft

Robert Robbins, Director
Palm Beach County
Environmental Resources Mgmt.
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

Scope of Work for the *Living Shoreline* Project sponsored by the National Endowment for the Arts

Dear Mr. Robbins,

As you know, since the summer of 2012 Michael Singer Inc (MSI) and the Palm Beach County Department of Environmental Resources Management (ERM) have been collaborating on a regenerative public art project know as the *Living Shoreline*. In August 2012, MSI and ERM submitted a joint proposal to the National Endowment for the Arts (NEA) for the *Living Shoreline* project, which was later accepted by the NEA in Spring of 2013 and accepted again with a revised proposal in the Summer of 2013. The final NEA acceptance letter was received by ERM on August 2nd, 2013.

This document outlines the Scope of Work and Budget for MSI's role on the *Living Shoreline* Project. MSI's Scope of Work will be undertaken through a contract with ERM. ERM will provide all services for the Project Engineer of Record (Engineer) for the built elements designed and fabricated by MSI.

Please note that MSI is the business entity of artist, designer, and planner Michael Singer which is responsible for the contractual arrangements for projects. Michael Singer Studio is Michael Singer's collaborative team of designers and specialists who assist in the advancement of MSI's projects.

Project Description

The *Living Shoreline* Project will entail the design, engineering, prototype fabrication and installation of a piece of regenerative public art along the shoreline in Bryant Park, Lake Worth, Florida. The piece titled *Living Shoreline* will be created by environmental artist Michael Singer and his Studio team along with biologists and engineers at ERM. The *Living Shoreline* will be comprised of Sculptural Elements that will be designed to retain soils to support the growth of mangroves and spartina and provide oyster and fisheries habitat within the Lake Worth Lagoon. The form and composition of the Sculptural Elements will be designed and sculpted by Michael Singer Studio with the goals of shaping regenerative habitat through art and engaging a broader public acceptance to mangrove planters along seawalls.

The design of the *Living Shoreline* will be led by Michael Singer Studio with support from ERM and ERM's designated Engineer of Record (these three parties are known hereafter as the Team). The visible Sculptural Elements of the project will be designed and sculpted by the Studio and delivered to the project site. The Sculptural Elements will be some form of pre-cast concrete with fiberglass reinforcing. ERM will provide all engineering, design approval, any necessary permits and is responsible for installation of all structural components (rock, geotextile fabric, sand/ soil, any structural supports, etc...), plantings, and the safe offloading, storage, and installation of the Sculptural Elements.

MSI's Scope of Work (MSI deliverables are noted in **bold**)

1. MSI will meet and collaborate with ERM engineers, biologists and project managers to develop initial guidelines for the Sculptural Elements of the *Living Shorelines* Project. (Completed on 08.27.13.)

2. MSI will develop a series of **conceptual 3D model studies** to review with ERM and ERM's designated Engineer. 3D models will be digital models.
 - a) The Team will meet to review the conceptual model studies and discuss potential costs. 2/20
 - b) The Team will select one Final Concept to advance as a schematic design. Team members will provide feedback on this Final Concept for incorporation by MSI. All members of the Team must agree on this Final Concept as well as any feedback for incorporation. 3/13
3. Develop and create fully dimensioned **Final Concept drawings and cost estimate**.
 - a) ERM will provide MSI with all engineering support necessary to finalize the design and estimate the cost of the Final Concept Sculptural Elements including (but not limited to) specifications for coastal and marine environments, structural supports / foundations, fiberglass rebar sizing and placement, attachments for lifting and installing elements, etc...
 - b) A **Final Concept cost estimate** will be developed by MSI using in-house estimating for the Sculptural Elements, and local/regional subcontractor estimating, as well as Team input for other components of the project.
 - c) ERM will develop the necessary drawings and details showing how the Sculptural Elements will be engineered and placed on site relative to the seawall and any foundation or structural supports (e.g. rock mattress). ERM will also provide the cost estimates for all material other than the Sculptural Elements and the entire project installation.
 - d) The Team will meet to review the Final Concept and estimated costs (both MSI and ERM estimates) and determine the project size for fabrication and installation that will meet the project budget (both MSI's Budget and ERM's Budget).
4. Upon agreement of the Final Concept and the size of the project MSI will develop a **Design Package** with plan(s), section(s), and 3d model drawing(s) as well as up to 2 renderings that will describe the project in full. The Design Package will also include text and support images within the page layouts. MSI shall create a proposal which will include the extent of the Sculptural Elements in the current MSI Budget (defined below) as well as a proposed 'larger' proposal that will be presented to 3rd parties to seek additional funding. This booklet will be made available as PDF file with 4 full color 11x17 bound booklets provided to ERM. The Design Package will be shared with ERM prior to finalization for any comments or edits; however under this agreement the Design Package will only be edited once.
5. Concurrently, upon agreement of the Final Concept and the size of the project, ERM will develop the final sealed engineering drawings for the project. If available, MSI will include and/or reference these drawings in the Design Package. Final sealed engineering drawings will need to be provided to MSI before shop drawings can begin.
6. Upon receipt of the final sealed engineering drawings MSI will confirm all pricing and necessary subcontracting and will confirm the total project size and costs including delivery.
7. MSI will provide **shop drawings** to ERM for review and signed approval. Upon approval of shop drawings and MSI manufacturer list, ERM will issue MSI a Notice to Proceed with the fabrication and delivery of the Sculptural Elements.
8. MSI will implement the fabrication of the Sculptural Elements and arrange with ERM for delivery date(s). MSI will ensure delivery of the **Sculptural Elements** to the project site in Bryant Park.
9. While not a part of the MSI Scope of Work, ERM authorizes MSI to conduct site visits, participate in all aspects of the installation and be involved in the long-term monitoring of the Sculptural Elements.
10. MSI will assist ERM on reporting required by the NEA after the completion of the project. Specifically, MSI will contribute to the "**Final Descriptive Report**" document by providing text for selected sections of the report.

Under this agreement MSI agrees to attend up to 4 Team meetings and up to 3 additional community presentations to present this project to the broader public and/or to seek additional funding.

Jason Bregman is the designated Michael Singer Studio project manager for the *Living Shorelines* Project and will attend all meetings on behalf of MSI. Michael Singer will attend select meetings and/or fabrication / installation oversight.

Under this agreement MSI retains the ownership of all molds and inserts created to cast the Sculptural Elements for the *Living Shorelines* Project. Furthermore MSI retains the rights to the Sculptural Elements as Works of Art that may only be reproduced outside of this project under a separate written agreement in which MSI authorizes reproduction.

MSI will retain the rights to all MSI produced drawings for this project. ERM will retain copies of MSI drawings and documents for use solely with respect to this project. None of the drawings or documents created for this project by MSI may be used as construction documents. MSI will have the right to utilize materials created for this project for professional and marketing purposes. Any marketing or promotional use of MSI drawings by ERM or the Engineer must be accompanied by "Courtesy of Michael Singer Studio".

MSI Project Budget

The total MSI Budget for the *Living Shorelines* Project is \$47,500, as agreed with ERM and as put forth in the approved budget with the NEA. Exhibit B in the primary agreement covers the Schedule of Payments. The MSI Budget covers only the MSI Scope of Work listed above and excludes all installation, storage, general conditions, Engineer fees, permit fees and any other costs not specifically listed above.

MSI Estimated Project Schedule

Development of Conceptual Models: February to Mid-March

Development of Final Conceptual Design: Mid-March to Mid-April

Creation of Design Package: Mid-April to Mid-May

Shop Drawings: Mid-May to Mid-June

Fabrication: June - August, depending on project complexity (assumes base Budget with no additional 3rd party funds, a larger project may take longer to fabricate.)

Delivery and Installation: As early as August 2014

Schedule Note: The project schedule submitted to the NEA assumed a project completion by September 30th, 2014. This project schedule assumes MSI will be under contract with the County by February, 4 2014. MSI cannot be held responsible for delays by 3rd parties including but not limited to 3rd party review, permits and 3rd party deliverables.

Please note, MSI is Certified as a Small Business with Palm Beach County.

-----END Scope of Work-----

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

Task(s) to be Completed: Design for the *Living Shoreline* planter

Completion Time: Mid-April, 2014

Compensation for Phase 1: \$8,500.00

Deliverable(s) Required:

- Conceptual 3D Model Studies -- 2/20
- Meeting to review conceptual models 2/20
- Final conceptual design and cost estimate
- Meeting to approve final concept, cost estimate, and size of project

PHASE 2

Task(s) to be Completed: Design Package and Shop Drawings for *Living Shoreline* planter

Completion Time: Mid-June, 2014

Compensation for Phase 2: \$10,000.00

Deliverable(s) Required:

- Design Package
- Supplier List
- Shop Drawings

PHASE 3

Task(s) to be Completed: Fabricate the *Living Shoreline* Sculptural Elements

Completion Time: August 15, 2014

Compensation for Phase 3: \$17,300.00

Deliverable(s) Required:

- Fabrication of sculptural elements

PHASE 4

Task(s) to be Completed: Deliver the *Living Shoreline* Sculptural Elements

Completion Time: August 30, 2014

Compensation for Phase 4: \$11,000.00

Deliverable(s) Required:

- Delivery of sculptural elements

PHASE 5

Task(s) to be Completed: Assist with *Living Shoreline* Descriptive Report

Completion Time: September 30, 2014

Compensation for Phase 5: \$700.00

Deliverable(s) Required:

- Text and image support for descriptive report

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Bryant Park Sculptural Living Shoreline Mangrove Planter
 NAME OF PRIME BIDDER: Michael Singer Inc.
 CONTACT PERSON: Michael Singer
 BID OPENING DATE: N/A.

PROJECT NO. OR BID NO.: Bryant Park Sculptural Living Shoreline Mangrove Pl
 ADDRESS: 321 NW 1st Ave, Delray Beach, FL, 33444
 PHONE NO.: 561-865-7683 FAX NO.: _____
 USER DEPARTMENT: Environmental Resources Management

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other
	Minority Business	Small Business					(Please Specify)
1. <u>Michael Singer Inc 321 NW 1st Ave, Delray Beach, FL, 33444 561-865-7683</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<u>100%</u>	
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

Total 100%

Total Bid Price \$ \$47,500 Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work 100% \$47,500

I hereby certify that the above information accurate to the best of my knowledge: _____
 Signature [Signature] Title President

- NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: N/A PROJECT NAME: Bryant Park Sculptural Lining
Shoreline Mangrove Planter
TO: Michael Singer Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: May 6th, 2013

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	<u>Entire Project</u>			<u>\$47,500 = 100%</u>

at the following price or percentage \$47,500 or 100%
(SBE Prime or Subcontractor's Quote)

and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Michael Singer Inc.
Print name of
SBE-M/WBE Company
By: [Signature]
(Signature)
Michael Singer President
Print name/title of person executing on behalf
of SBE-M/WBE

Date: 1/6/14

**OSBA Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT**

Project No.: _____
Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____
City/State: _____ Zip _____
Contact Person: _____ Phone # _____
Contract Name: _____
Contract Term: _____ Contract Amount \$ _____
Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____
Service Type: Architectural _____ Engineering _____ Surveying _____
Other (Specify) _____
Have Sub-Consultants completed work with its own workforce for this application?
Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

2. Firm's Name: _____
Address//Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

3. Firm's Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

Signature/Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Richards Group - Wilmington 27 East Main St PO Box 248 Wilmington VT 05363-0248	CONTACT NAME: Wendy Chase PHONE (A/C No. Ext): (802) 464-5353 FAX (A/C No): (802) 254-7110 E-MAIL ADDRESS: wchase@therichardsgrp.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Michael Singer Inc Box 682 Wilmington VT 05363	INSURER A: Foremost Signature Ins Co NAIC #: 41513	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13/14 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PPS41413890	9/15/2013	9/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			PPS41413890	9/15/2013	9/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
Y	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

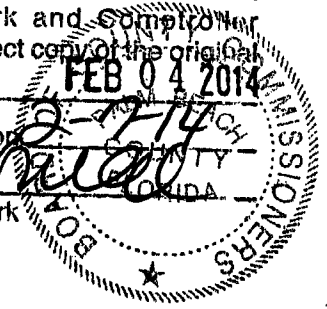
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are considered additional insured in regards to liability pertaining to work performed by the above insured if required by written contract

CERTIFICATE HOLDER Palm Beach County c/o Robert Robbins, ERM Director 2300 N. Jog Road, 4th Floor West Palm Beach, FL 33411-2743	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Wendy Chase/W210 <i>Wendy Young-Chase</i>

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STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and ~~Commissioner~~
certify this to be a true and correct copy of the original
filed in my office on FEB 04 2014

dated at West Palm Beach, FL on 2-2-14
By: *Sharon R. Bock*
Deputy Clerk





Michael Singer Inc.

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

12.06.13

Robert Robbins, Director
Palm Beach County
Environmental Resources Mgmt.
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

RE: *Living Shoreline* Project sponsored by the National Endowment for the Arts

Dear Mr. Robbins,

I am the President and sole employee of Michael Singer Inc., a business entity in which I am the only stockholder. I am an artist and I also do design and planning related work. I believe Michael Singer Inc. is exempt from providing Worker's Compensation under Chapter 440 of the Florida State Statutes because I am it's only employee.

I look forward to working with you and your Team on the *Living Shoreline* Project sponsored by the National Endowment for the Arts.

Sincerely

Michael Singer
President
Michael Singer Inc.