

# PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

# AGENDA ITEM SUMMARY

Meeting Date: February 3, 2015	[X] Consent [ ] Ordinance	[]	Regular Public Hearing		
Department: Facilities Development & Operations					
I E)	YECUTIVE BRIEF				

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the Annual Demolition Contract (R2013-0140) with The BG Group, LLC, in the amount notto-exceed \$500,000 for the demolition of selected structures.

Summary: Amendment No. 2 is a renewal to the Annual Demolition Contract which was awarded to The BG Group, LLC on February 5, 2013. The Annual Demolition Contract is an indefinite-quantity contract and this renewal has a maximum value of \$500,000. This Contract terminates when a total of \$500,000 in work orders are issued or when the one (1) year term period has expired, whichever occurs first. Staff is bringing forward Amendment No. 2 at this time based on the expiration of the second term. This is the second of four - one (1) year renewals each with a not to exceed amount of \$500,000. Amendment No. 2 also amends the Contract to include language referencing the non-discrimination language of R2014-1421. The work consists of the demolition of specified structures and the demolition of other items such as swimming pools, septic tanks, fences and similar site elements. Any work performed will be in accordance with the Contract and the unit-price listing. During the second term of this contract, the County awarded \$469,846.70 in work orders. There is a 15% goal for SBE participation in this contract. The BG Group's SBE participation to date is 100%. The BG Group, LLC is a Palm Beach County company and is a certified SBE contractor. (FDO Admin) Countywide (JM)

Background and Justification: Amendment No. 2 is the second of four (4) renewals to the Annual Demolition Contract which was awarded to The BG Group, LLC on February 5, 2013 (R-2013-0140). The Contractor will continue as an Annual Demolition Contractor for implementation of demolition projects for various facilities. This Annual Demolition Contract is an indefinite-quantity contract and this renewal has a maximum value of \$500,000/year. The renewal term is for twelve (12) months, or until the renewal limit of \$500,000 is reached.

#### Attachments:

- 1. Amendment No. 2
- 2. Non-Discrimination Policy Form

Recommended by:	Anny Wolf	1/15/15
, <u> </u>	Department Director	Date
Approved By:	Malle	JUL
	County Administrator	`Dafa

# II. FISCAL IMPACT ANALYSIS

A. F	Five Year Summary of	f Fiscal Imp	act:			
	Fiscal Years	2015	2016	2017	2018	2019
Ope Exte	ital enditures rating Costs ernal Revenues gram Income (County) ind Match (County)	·)				
NE	T FISCAL IMPACT	*				
	ADDITIONAL FTE SITIONS (Cumulative)		·			
Bud	em Included In Currei get Account No.:Fun ect Repo	d Dep	artment	Unit	_	
В.	Recommended So	urces of Fur	nds/Summa	ry of Fiscal I	mpact:	
	**Potential maximum approval will be brou time; otherwise, fund	ight to the B	oard and fisc	al impact will ously approve	be addresse	d at that
C.	Departmental Fisca	al Review:	$-\mathcal{A}$	1-		
		III. <u>REV</u>	IEW COMM	<u>ENTS</u>		
Α.	OFMB Fiscal and/o	r Contract E		tract Dev. and	Levalus d Control	JU1115
В.	Legal Sufficiency:  Otrus  Uno  Assistant County	Attorney	<del>_</del>			
C.	Other Department I	Review:				
	Department l	Director	_			

### **AMENDMENT NO. 2 TO ANNUAL DEMOLITION CONTRACT**

Amendment No. 2 dated \_\_\_\_\_\_\_, hereby amends the Contract (R-2013-0140) dated February 5, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY or Owner and The BG Group, LLC, hereinafter referred to as CONTRACTOR.

The Contract provided that Contractor would act as Annual Demolition Contractor working within the annual capacity as established below:

	Effective Date	End Date	Capacity
Original Contract	February 5, 2013	February 4, 2014	\$500,000
Amendment No. 1	February 4, 2014	February 3, 2015	\$500,000
Amendment No. 2	February 4, 2015	February 3, 2016	\$500,000

Amendment No. 2 extends the term of the original contract through February 3, 2016.

Amendment No. 2 amends GC48 <u>EQUAL EMPLOYMENT OPPORTUNITY</u> by modifying the first and second sentence of Paragraph A and the end of Paragraph B to end as follows: "familial status, or genetic information."

Amendment No. 2 amends the Instructions to Bidders to include:

- 3.5 It is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.
- 3.5.1 All entities doing business with Palm Beach County, Florida are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County, as contained in Resolution R-2014-1421, as amended, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy, as contained in Resolution R-2014-1421, as amended.

Amendment No. 2 requires the execution of the Non-Discrimination Policy Form by the Contractor.

Except as amended herein, all provisions of the existing contract shall remain in full force and effect.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

**Deputy Clerk** 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Shelley Vana, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

County Attorney

Audrey Wolf, Director

The BG Group, LLC

Facilities Development & Operations

Witness:

STEVE Quantoer

Printed Name

Signature

Signature

Title

# **NON-DISCRIMINATION POLICY**

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

## Check one:

Title

- [ ] Contractor hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or
- [ \( \frac{1}{2} \)] Contractor does not have a written non-discrimination policy; however Contractor affirms that its non-discrimination policy is in conformance with the above.

Signature

I W FRAD IN

Name (type or print)

Managap Manba



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2014

\$8,000,000

\$8,000,000

\$1,000,000

\$1,000,000

Deductible \$1,000

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(les) 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		CONTACT NAME:				
Bateman Gordon and Sands		PHONE (A/C, No. Ext):954-941-0900	FAX (A/C, No):954-941-2006			
3050 North Federal Hwy Lighthouse Point FL 33064		E-MAIL ADDRESS:hwhittingham@bgsagency.com				
		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A :Nautilus Insurance Company	17370			
INSURED	BGGRO	INSURER B: Great Divide Insurance Company	25224			
The BG Group, LLC		INSURER C: Bridgefield Employers Ins. Co.	10701			
1140 Holland Drive; Suite #19 Boca Raton FL 33487		INSURER D :Essex Insurance Company	39020			
BUCA RAIGH FL 33407		INSURER E :				
		INSURER F:				
COVERAGES	<b>CERTIFICATE NUMBER: 429945728</b>	REVISION NUM	IBER:			

		IS TO CERTIFY THAT THE POLICIES							
		ATED. NOTWITHSTANDING ANY RE							
		IFICATE MAY BE ISSUED OR MAY							O ALL THE TERMS,
_		USIONS AND CONDITIONS OF SUCH						•	
INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8
Α	GEI	NERAL LIABILITY	Y	Y	ECP201259710	8/31/2014	8/31/2015	EACH OCCURRENCE	\$1,000,000
:	×_	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
	Х	BI/PD Ded \$5,000			-			PERSONAL & ADV INJURY	\$1,000,000
	X_	CG0001(XCU Contr						GENERAL AGGREGATE	\$2,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:				1		PRODUCTS - COMP/OP AGG	\$2,000,000
		POLICY X PRO-						Pollution Liability	\$1,000,000
В	AU1	TOMOBILE LIABILITY			BAP201258410	8/31/2014	B/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
,	X	ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$

8/31/2014

11/10/2014

5/12/2014 8/31/2014 B/31/2015

1/10/2015

5/12/2015 B/31/2015 **EACH OCCURRENCE** 

X WC STATU-TORY LIMITS

Limit \$300,000 Limit \$1,000,000

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT \$1,000,000

AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FFX201259810

IMS31656 ECP201259710

83049393

Project: Annual Demolition Contract (PBC #12818.00). Certificate Holder is listed as an additional insured on General Liability coverage including Completed Operations (attached ENV2154) only as their interest may appear when required by written contract. When required by written contract, the insurance evidenced by this certificate shall be primary and non-contributory to any other insurance available to the additional insured's named above. Waiver of subrogation is provided under the General Liability (attached ENV2004) and Workers Compensation policy in favor of the additional insureds when required by written contract

CERTIFICAT	E HOLDER	CANCELLATION
2	Palm Beach County - Facilities Services Division 2633 Vista Parkway	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
,	West Palm Beach FL 33411	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

UMBRELLA LIAB

AND EMPLOYERS' LIABILITY

Rented & Leased Equipment Professional Liability

DED X RETENTION \$10,000

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

lf yes, describe under DESCRIPTION OF OPERATIONS belov

EXCESS LIAB

OCCUR

CLAIMS-MADE

N

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#### **ENDORSEMENT**

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

# ADDITIONAL INSURED - BLANKET - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Who is An Insured (Section II) is amended to include as an insured any person (s) or organization (s) for whom you are performing operations when you and such person (s) or organization (s) have agreed in writing in a contract or written agreement that such person (s) or organization (s) be added as an additional insured on your policy, but

Only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by:

- 1. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured; or
- 2. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard, only when required by the written contract or written agreement.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above, but only when required by written contract or agreement.

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### **ENDORSEMENT**

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### **WAIVER OF SUBROGATION**

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

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