



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	✕ _____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**\*\*Potential maximum fiscal impact is \$500,000. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.**

**C. Departmental Fiscal Review:** \_\_\_\_\_ *1-13-15*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*[Signature]*  
 \_\_\_\_\_  
 OFMB  
*1/14* *1/14*

*[Signature]*  
 \_\_\_\_\_  
 Contract Dev. and Control  
*1-21-15*

**B. Legal Sufficiency:**

*[Signature]*  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department 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 EQUAL EMPLOYMENT OPPORTUNITY 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

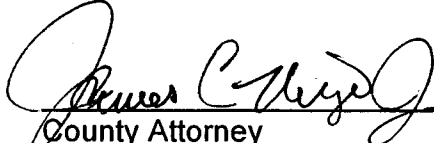
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

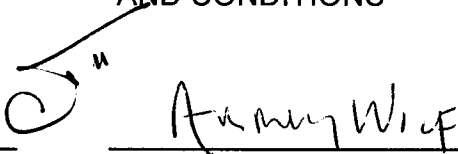
\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Shelley Vana, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS  
AND CONDITIONS


  
\_\_\_\_\_  
County Attorney

  
\_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

Witness:

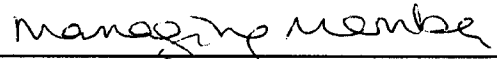
The BG Group, LLC

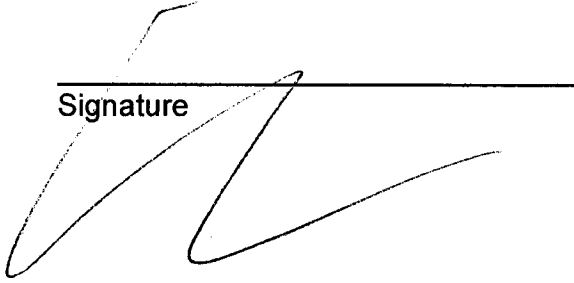
  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

  
managing member



**NON-DISCRIMINATION POLICY**

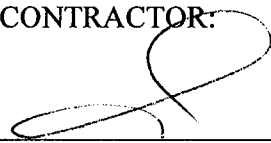
Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, 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:

- Contractor hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or
- Contractor does not have a written non-discrimination policy; however Contractor affirms that its non-discrimination policy is in conformance with the above.

CONTRACTOR:



Signature

Ivy Fradin

Name (type or print)

Manager Member

Title



## 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.

## 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.