

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

Meeting Date: August 20, 2024

Consent                       Regular  
 Workshop                       Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Work Order No. 24-017 (Work Order) to the annual minor construction services contract (R2020-0150) with Joe Schmidt Construction, Inc. (Contractor) in the amount of \$410,388.43 for the West Detention Center-Dishwasher Replacement project for a period of 120 calendar days from notice to proceed.

**Summary:** The project consists of the removal and replacement of the high capacity commercial grade dishwasher at the West Detention Center Facility. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary for the West Detention Center-Dishwasher Replacement project. The new commercial grade dishwasher is designed to serve high volume food service operations washing thousands of dishes per hour. This equipment will more efficiently serve the users of the West Detention Center Facility. The project includes removal and disposition of the existing equipment, and supply and installation of the new commercial grade dishwasher. This project was competitively advertised and new contractors were invited to bid by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 120 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$120 per day. This Work Order was solicited pursuant to the annual minor construction services contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual minor construction services contract was presented to the Goal Setting Committee on August 21, 2019. The Committee applied the following three Affirmative Procurement Initiatives (APIs): 1) sheltered market for projects under \$100,000; or 2) a Small Business Enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid on a single trade project \$100,000 or greater; or 3) a mandatory 25% SBE subcontracting goal for a multi-trade project \$100,000 or greater. Since this is a multi-trade project over \$100,000, the mandatory 25% SBE subcontracting goal API was applied. The SBE participation for this Work Order is 25%. To date, the Contractor's overall SBE participation is 81.61%. To date, the overall SBE participation on the annual minor construction services contract is 62.27%. The Contractor is a certified SBE company. Funding for this project is from Public Building Improvement Fund. **(Capital Improvements Division) District 6 (MWJ)**

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on March 28, 2024 and the Contractor submitted the lowest responsive and responsible bid of the two (2) bids received.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-017
4. Bid Summary
5. Annual Contract - Minor #19602: Control Sheet

Recommended by:                       8/7/24  
Department Director                      Date

Approved by:                       8/8/24  
County Administrator                      Date

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$410,389	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$410,389</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No \_\_\_\_\_  
 Is this item using Federal Funds? Yes \_\_\_\_\_ No   X    
 Is this item using State Funds? Yes \_\_\_\_\_ No   X  

**Budget Account No.:**

**Fund** 3804      **Dept** 411      **Unit** B699-55      **Object** 6401

CONSTRUCTION	\$410,388.43
STAFF COST	\$ 0.00
CONTINGENCY	\$ 0.00
<b>TOTAL</b>	<b>\$410,388.43</b>

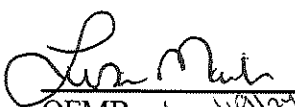
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


Funding for this project is from Public Building Improvement Fund.

C. Departmental Fiscal Review: 

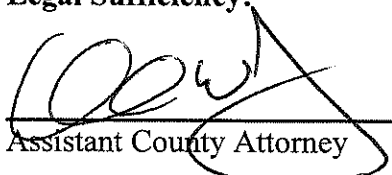
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 7/19/2024  
 OFMB QS 7/19/24  
 CSW 7-19-24

 7/25/24  
 Contract Development and Control  
 Ind 7/25/24

**B. Legal Sufficiency:**

 7/26/24  
 Assistant County Attorney

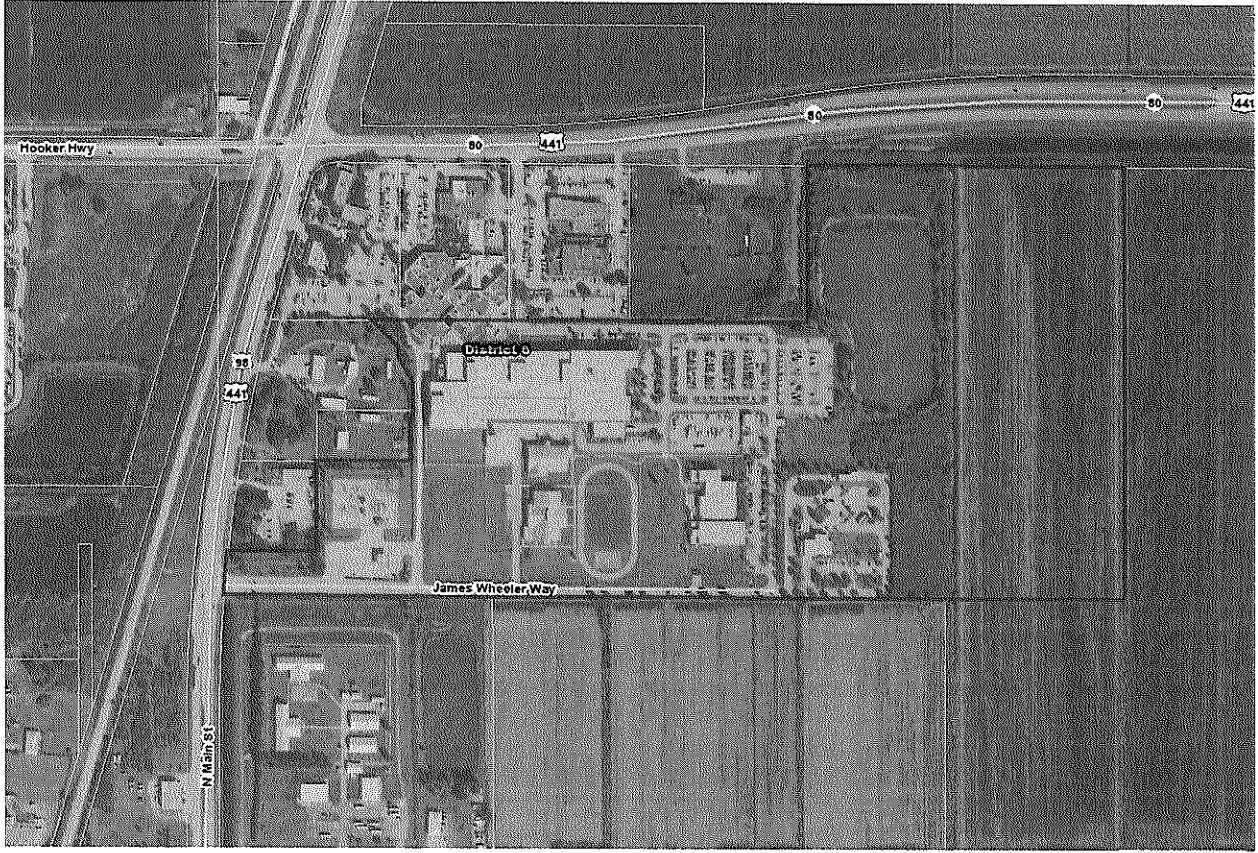
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

## LOCATION MAP

**Project No:** 2021-017417  
**Project Name:** West Detention Center-Dishwasher Replacement  
**Location:** 38811 James Wheeler Way, Belle Glade, Florida 33430



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/12/24 PHONE: 561-233-0191
PROJECT MANAGER: Rocky Roque, Facilities Systems Project Manager
PROJECT TITLE: West Detention Center - dishwasher replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
BCC RESOLUTION#:
DATE: 5/28/24

REQUESTED AMOUNT: \$410,388.43
eFDO # / PROJECT NUMBER: 2021-017417
W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:
SERVICE LOCATION: 38811 James Wheeler Way, Belle Glade
BUILDING NUMBER: 109

CONSULTANT/CONTRACTOR: Joe Schmidt Construction, Inc. (minor)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, permits and supplies necessary and
reasonably incidental to provide turnkey replacement of dishwasher.

Table with 2 columns: Item Name and Amount. Rows include CONSTRUCTION (\$410,388.43), PROFESSIONAL SERVICES (\$), STAFF COSTS\* (\$10,259.71), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$), and TOTAL (\$420,648.14 with handwritten correction to 410,388.43).

\* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3804 DEPT: 411 UNIT: 0699-55 OBJ: 6401

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ 410,388.43)
Infrastructure Sales Tax (Amount \$ )
State (source/type: Amount \$ )
Federal (source/type: (Amount \$ )
Grant (source/type: Amount \$ )
Impact Fees: (Amount \$ )
Other (source/type: Amount \$ )

DEPARTMENT: FD + O

BAS APPROVED BY: [Signature]
ENCUMBRANCE NUMBER:

DATE 5/28/2024

**WORK ORDER 24-017 TO  
ANNUAL CONTRACT R2020-0150  
FOR MINOR CONSTRUCTION  
PROJECT NAME: WEST DETENTION CENTER – DISHWASHER REPLACEMENT  
PROJECT NO. 2021-017417**

**THIS WORK ORDER** is made as of August 20, 2024 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 “Owner”, and Joe Schmidt Construction, Inc., a Florida corporation, authorized to do business in the State of Florida, whose Federal ID# is 65-0725013 hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 02/11/2020 (R2020-0150) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Minor Construction between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$410,388.43** for the construction costs of providing turnkey replacement of dishwasher as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **120** calendar days of notice to proceed. Liquidated Damages are \$120/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 81.61% SBE subcontracting participation on this Contract. Contractor will provide 25% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form  
EBO Schedules 1 and 2  
APIs

Bid Bond/Security  
 Project Requirements  
 Public Construction Bond  
 Form of Guarantee  
 Insurance Certificate(s)

**7. Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows:

*Section 5.2 of the “Instructions to Bidders” of the Contract is modified to include the following new section:*

**5.2.5 Failure to Provide the Required Documents after Notification of Award.** *If after Notification of award from the County, the successful Bidder does not provide within 14 Days of Notification the signed Work Order, the Public Construction Bond and Guarantee (when required), and the required certificates of insurance, the County may: 1. Call in the bid security when provided; 2. Cancel the notification of recommended award and award the project to the next responsive, responsible low bidder; 3. Terminate this Annual Contract for cause; 4. Suspend or debar the Bidder from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance; and/or 5. Pursue any and all remedies available against the Bidder for damages resulting from its failure to enter into a Work Order and provide all required documents within 14 Days after notification.*

*The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:*

<b><i>Worker’s Compensation and Employer’s Liability</i></b>	
<b><i>Coverage not less than</i></b>	<b><i>statutory</i></b>
<b><i>Employer’s Liability Limits</i></b>	<b><i>\$500,000/\$500,000/\$500,000</i></b>

*The following General Condition is added to the General Conditions:*

**GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY**

**83.1** *Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.*

**83.2** *Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a*

*minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.*

**83.3** *Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

**83.3.1** *If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.*

**83.4** *If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.*

**The following General Conditions are added to the General Conditions:**

**GC 84 INTERACTIONS WITH COUNTY STAFF**

*In all interactions with County staff, Contractor and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.*

**GC 85 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

*Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.*

**8.** Except as modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

**Project Name:** West Detention Center – dishwasher replacement  
**Project Number:** 2021-017417

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made and executed this Work Order, the day and year written above.

ATTEST:  
JOSEPH ABRUZZO, CLERK &  
COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida, BOARD  
OF COUNTY COMMISSIONERS

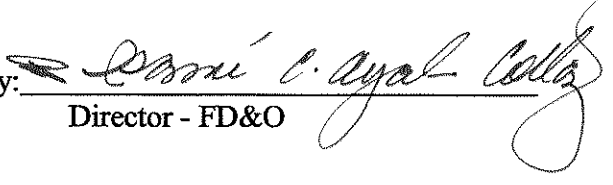
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
County Attorney


By:  \_\_\_\_\_  
Director - FD&O



**Project Name:** West Detention Center – dishwasher replacement  
**Project Number:** 2021-017417

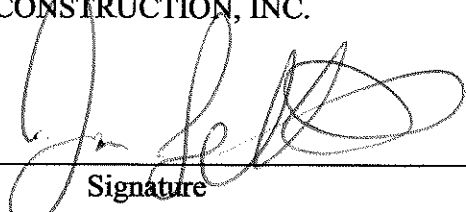
WITNESS: FOR CONTRACTOR

SIGNATURE

  
\_\_\_\_\_  
Signature

**Ashley Adams**  
\_\_\_\_\_  
Name (type or print)

CONTRACTOR: JOE SCHMIDT  
CONSTRUCTION, INC.

  
\_\_\_\_\_  
Signature

**Joe Schmidt**  
\_\_\_\_\_  
Name (type or print)

**President**  
\_\_\_\_\_  
Title

(Corporate Seal)



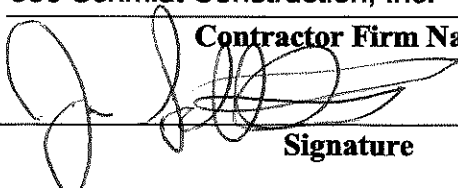
5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum # \_\_\_\_\_ dated \_\_\_\_\_

The undersigned has included the signed addenda, if issued, in its bid package.

7. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

**QUOTE/BID PROVIDED BY:** Joe Schmidt Construction, Inc.  
\_\_\_\_\_  
**Contractor Firm Name**  
  
3/28/24 \_\_\_\_\_  
**Date**  
  
  
\_\_\_\_\_  
**Signature**  
  
Joe Schmidt, President  
\_\_\_\_\_  
**Print Name and Title**

***Quote/Bid Must Contain Original Signatures. No Copies or Emailed/Faxed Quotes/Bids Will Be Accepted***

**IFQ/B ATTACHMENT B**  
**Return Attachment B if bid is \$200,000 or more**

PROJECT NUMBER: 2021-017417

PROJECT NAME: West Detention Center – Dishwasher Replacement

DATE: March 28, 2024

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Joe Schmidt Construction, Inc  
\_\_\_\_\_ (hereinafter called "Principal"), and \_\_\_\_\_  
United States Fire Insurance Company (hereinafter called "Surety") are held and firmly  
bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of  
County Commissioners, (hereinafter called "County") in the sum of \_\_\_\_\_  
Five Percent of Amount Bid Dollars, (\$ \_\_\_\_\_ 5% \_\_\_\_\_), **(which sum**  
**is at least 5% of the bid price)**, lawful money of the United States of America, for the payment of which  
sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County  
Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials,  
equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment  
compensation taxes incurred in the performance of the Contract, means of transportation for and complete  
Construction of: **(Project Name: West Detention Center – Dishwasher Replacement and Number:**  
**2021-017417)**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check,  
money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a  
guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the  
County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total  
Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from  
Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid  
of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days  
after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii)  
furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the  
total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the  
Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County",  
and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and  
lawful money of the United States of America, as liquidated damages for failure of said "Principal".

***Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.***

PROJECT NUMBER: 2021-017417

PROJECT NAME: West Detention Center – Dishwasher Replacement

DATE: March 28, 2024

IN WITNESS WHEREOF, the said Joe Schmidt Construction, Inc  
as "Principal" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_  
\_\_\_\_\_, and attested by its \_\_\_\_\_ under  
the corporate seal, and the said United States Fire Insurance Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact  
\_\_\_\_\_, and attested by its corporate Seal, this 28th day of March, A.D., 2024.

ATTEST:

(SEAL)

Ashley Adams  
(Witness Signature)  
ASHLEY ADAMS  
Print Name

TITLE: OFFICE MANAGER

Joe Schmidt Construction, Inc  
(Contractor Firm Name)

By: [Signature]  
(Signature)

Joe Schmidt - President  
Print Name and Title:

ATTEST:

(SEAL)

[Signature]  
(Witness Signature)  
Christian Collins  
Print Name

TITLE: Witness

United States Fire Insurance Company  
(Surety Name)

By: [Signature]  
(Signature)

Brett Rosenhaus, Attorney-in-Fact  
Print Name and Title:

***Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.***

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0272523

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Brett Rosenhaus, Dale Belis, Christian Collins*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



*Matthew E. Lubin*

Matthew E. Lubin, President

State of New Jersey )  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



*Melissa H. D'Alessio*

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28<sup>th</sup> day of March 2024

UNITED STATES FIRE INSURANCE COMPANY



*Alfred N. Wright*

Alfred N. Wright, Senior Vice President

**ATTACHMENT "A"**  
**(for Minor Construction - MultiTrade)**

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION  
PROCUREMENT**

The API(s) approved for this project are selected below by . Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

       **SBE Sheltered Market for Small Construction Contracts**

**Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs.** Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

  **X**   **SBE Subcontracting Program**

**A minimum mandatory goal of 25% SBE participation is established for this contract for Work Orders over \$100,000.** The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

# OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: West Detention Center – Dishwasher Replacement

SOLICITATION/PROJECT/BID NO.: 2021-017417

SOLICITATION OPENING/SUBMITTAL DATE: 3/28/24

COUNTY DEPARTMENT: CID

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT\* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Joe Schmidt Construction, Inc.

ADDRESS: 16349 75th Ave N Palm Beach Gardens, FL

CONTACT PERSON: Joe Schmidt

PHONE NO.: 561-248-8860

E-MAIL: joeschmidtconstruction@gmail.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$97,597.11

Non-SBE  MBE  WBE  SBE

\*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, &amp; Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvenders)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Protect Video Inc. VC000004897 3483 High Ridge Road, Boynton Beach 33426	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		\$5,000.00				
2. Lace Foodservice VC0000013782 10490 NW 26 Street Miami, FL 33172	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$307,791.32				
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

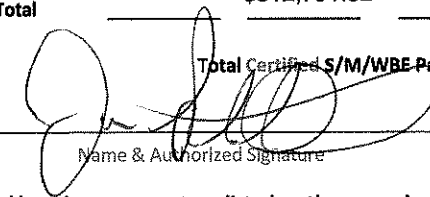
(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$410,388.43

Total \$312,791.32 \$97,597.11

Total Certified S/M/WBE Participation \$ \$102,597.11

I hereby certify that the above information is accurate to the best of my knowledge: Joe Schmidt



Name & Authorized Signature

President

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - Modification of this form is not permitted and will be rejected upon submittal.



**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: **2021-017417**

SOLICITATION/PROJECT NAME: **West Detention Center – Dishwasher Replacement**

Prime Contractor: **Joe Schmidt Construction, Inc.** Subcontractor: \_\_\_\_\_

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): **11/20/22**

The undersigned affirms they are the following (select one from each column if applicable):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	dishwasher replacement per specs				\$97,597.11

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: **\$97,597.11**

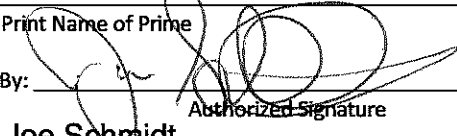
**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

**Joe Schmidt Construction, Inc.**

Print Name of Prime

By:  Authorized Signature

**Joe Schmidt**

Print Name

**President**

Title

Date: **3/28/24**

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_ Authorized Signature

Print Name

Title

Date: \_\_\_\_\_

**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: **2021-017417**

SOLICITATION/PROJECT NAME: **West Detention Center – Dishwasher Replacement**

Prime Contractor: **Joe Schmidt Construction, Inc.**

Subcontractor: **Protect Video Inc.**

(Check box(s) that apply)

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/6/2022

The undersigned affirms they are the following (select one from each column if applicable):

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American  Caucasian American  
 Hispanic American  Native American

Supplier

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	electrical				\$5,000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$5,000.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_

Price or Percentage: \_\_\_\_\_

**Joe Schmidt Construction, Inc.**

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

**Joe Schmidt**

Print Name

**President**

Title

Date: 3/28/24

**Protect Video, Inc.**

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

**Shad DiMaria**

Print Name

**President**

Title

Date: 3/28/2024

**OEBO LETTER OF INTENT – SCHEDULE 2**

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2021-017417

SOLICITATION/PROJECT NAME: West Detention Center – Dishwasher Replacement

Prime Contractor: Joe Schmidt Construction, Inc. Subcontractor: Lace Foodservice

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column if applicable):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Supplier

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Supply and install the new specified dishwasher turn key connecting it to all the existing supply lines, drains, exhaust and electrical.				\$307,791.32

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$307,791.32

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

N/A

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: 0

Joe Schmidt Construction, Inc.

Print Name of Prime

By:   
Authorized Signature

Joe Schmidt

Print Name

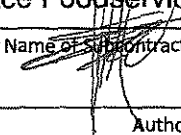
President

Title

Date: 3/28/24

Lace Foodservice

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

Luis H. Fernandez

Print Name

President

Title

Date: 03/28/2024

**CAPITAL IMPROVEMENTS DIVISION  
IFQ/B ATTACHMENT C  
PROJECT REQUIREMENTS  
Annual Contract - Minor Construction**

Contact: Rocky Roque, Facilities Systems Project Manager  
Phone: (561)233-0191  
Project Title: West Detention Center – Dishwasher Replacement  
Project #: 2021-017417  
Project Location(s): 38811 James Wheeler Way., Belle Glade, FL

**1. GENERAL**

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Minor Construction for additional requirements.
- c. Work to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday,
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within one hundred twenty (120) calendar days from Notice to Proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of “Notice to Proceed” and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$120 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

**2. SCOPE OF WORK**

To provide the turnkey replacement of the dishwasher per the project requirements provided below:

- a. Contractor shall disconnect electric, water and lock-out/tag-out.
- b. Contractor shall disconnect and remove existing dishwasher. Contractor is responsible to

dispose of old dishwasher after Facilities Maintenance Department (FMD) salvages any parts to be retained for future repairs.

c. Contractor to provide and install new Hobart Model FT1000e-BAS Dish machine, or Palm Beach County (PBC) approved equal, per specifications provided as Exhibit 1.

*plc -*  
d. Contractor shall verify existing electric wire is sized appropriately for the new equipment. Provide and install new breakers, new disconnects and new water connections as needed for the turnkey installation of the new dishwasher. Contractor to reconnect existing stainless steel exhaust vent to the ceiling.

e. Contractor to re-engage electric and water and test the new equipment in the presence of the Project Manager.

f. Contractor to provide an owner's manual and a warranty package to FMD.

### **3. SUBMITTALS**

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

### **4. MATERIALS**

a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.

b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

### **5. TEMPORARY PROTECTION**

The Contractor shall protect all workers, staff and the general public from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

### **6. PROJECT CONDITIONS**

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause

the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

## **7. PREPARATION**

It shall be the responsibility of the Contractor to prep the site at the construction locations.

## **8. EXAMINATION**

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

## **9. INSTALLATION**

All materials shall be installed in strict accordance with Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

## **10. WARRANTY**

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion.

## **11. CLEAN UP**

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

## **12. SECURITY**

**Prior to commencement of work, all bidders must have badged employees for Critical Facilities or CJI Facilities as identified below.**

- Critical Facilities Background Check
- CJI Facilities Background Check
- No Background Check



# CERTIFICATE OF LIABILITY INSURANCE

Date  
12/12/2023

<b>Producer:</b> Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.												
<b>Insured:</b> South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">Insurers Affording Coverage</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>Insurer A: Lion Insurance Company</td> <td>11075</td> </tr> <tr> <td>Insurer B:</td> <td></td> </tr> <tr> <td>Insurer C:</td> <td></td> </tr> <tr> <td>Insurer D:</td> <td></td> </tr> <tr> <td>Insurer E:</td> <td></td> </tr> </table>	Insurers Affording Coverage	NAIC #	Insurer A: Lion Insurance Company	11075	Insurer B:		Insurer C:		Insurer D:		Insurer E:	
Insurers Affording Coverage	NAIC #												
Insurer A: Lion Insurance Company	11075												
Insurer B:													
Insurer C:													
Insurer D:													
Insurer E:													

**Coverages**

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	X WC Statutory Limits	OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 34-19-009

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**Joe Schmidt Construction, Inc.**

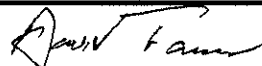
Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

**Project Name:**  
ISSUE 01-22-21 (SS)

Begin Date: 11/27/2003

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY INSURANCE COMPLIANCE P.O. BOX 100085-DX DULUTH, GA 30096	<b>CANCELLATION</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
	





June 19, 2024

Palm Beach County  
2633 Vista Parkway,  
West Palm Beach, FL 33411

**RE: Joe Schmidt Construction, Inc**

Bond No. 6091015572  
Project: 2021-017417 - West Detention Center Dishwasher Replacement

To Whom it May Concern:

Please allow this letter to service as formal authorization for **Joe Schmidt Construction, Inc** and/or **Palm Beach County** to date the captioned bond, power of attorney to coincide with the Contract Date and the form of guarantee upon substantial completion. Please note the bond date cannot be prior to the contract date.

Please provide the bond date and send back to our office via email as soon as possible:

Bond Date: \_\_\_\_\_

Thank you and should you have any questions or need any additional information, please feel free to contact our office anytime.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brett Rosenhaus".

Brett Rosenhaus  
Attorney-in-Fact

**FRONT PAGE OF  
PUBLIC PAYMENT BOND**

Florida Statute 255.05

**BOND NO. 6091015572**

**CONTRACTOR:** Joe Schmidt Construction, Inc  
16349 75<sup>th</sup> Avenue North,  
Palm Beach Gardens, FL 33418  
561-248-8860

**SURETY:** United States Fire Insurance Company  
305 Madison Avenue,  
Morristown, NJ 07962  
973-490-6600

**AGENT:** Acrisure  
220 Congress Park Drive, Suite 100  
Delray Beach, FL 33445  
561-454-8201

**OBLIGEE:** Palm Beach County  
2633 Vista Parkway,  
West Palm Beach, FL 33411  
561-355-3230

**PROJECT:** 2021-017417 – West Detention Center Dishwasher Replacement

**LOCATION:** 38811 James Wheeler Way, Belle Glade, FL

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 6091015572

BOND AMOUNT Four Hundred Ten Thousand Three Hundred Eighty Eight and 43/100 Dollars (\$410,388.43)

CONTRACT AMOUNT Four Hundred Ten Thousand Three Hundred Eighty Eight and 43/100 Dollars (\$410,388.43)

CONTRACTOR'S NAME: Joe Schmidt Construction, Inc

CONTRACTOR'S ADDRESS: 16349 75th Avenue N., Palm Beach Gardens, FL 33418

CONTRACTOR'S PHONE: 561-248-8860

SURETY COMPANY: United States Fire Insurance Company

SURETY'S ADDRESS: 305 Madison Avenue, Morristown, NJ 07962

SURETY'S PHONE: 973-490-6600

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway  
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: West Detention Center – dishwasher replacement

PROJECT NUMBER: 2021-017417

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Provide turnkey replacement of dishwasher.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_

38811 James Wheeler Way, Belle Glade

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Dollars \$410,388.43  
Four hundred ten thousand three hundred eighty-eight and 43/100

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: West Detention Center – dishwasher replacement  
Project No.: 2021-017417  
Project Description: Provide turnkey replacement of dishwasher  
Project Location: 38811 James Wheeler Way, Belle Glade

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:  
LOCATION OF FIRM:  
PHONE:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

1. THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the contract between Principal and County for the construction of providing turnkey replacement of dishwasher, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- b. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- c. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract,

then this bond is void; otherwise it remains in full force.

2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

5. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on \_\_\_\_\_, 20\_\_

PRINCIPAL: JOE SCHMIDT  
CONSTRUCTION, INC.

By:   
Signature

Joe Schmidt - president  
(Print Name and Title)

Ashley Adams  
Attest as to the signature of Principal

OFFICE MANAGER  
Title

(SEAL)

Address of Principal: \_\_\_\_\_

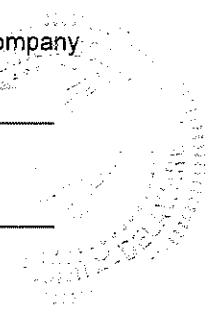
Address of Witness: 2816 BELLAROSA  
CIR. ROYAL PALM BEACH FL 33411

16349 75th Avenue N., Palm Beach Gardens, FL 33418

SURETY: United States Fire Insurance Company

By: Brett Rosenhaus  
Signature

Brett Rosenhaus, Attorney-in-Fact  
(Print Name and Title)



[Signature]  
Attest as the signature of Surety

Witness  
Title

Address of Witness: 220 Congress Park Dr., Ste 100, Delray Beach, FL 33445

(SEAL)

Address of Surety: 305 Madison Avenue, Morristown, NJ 07962

**IMPORTANT:** Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

**FIRST PAGE MUST BE COMPLETED**

**NOTE:** If Contractor is a Partnership, all partners must execute bond.

**BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED**

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: Joe Schmidt Construction, Inc. and Surety Name: United States Fire Insurance Company

**We the undersigned** hereby guarantee that the (West Detention Center – dishwasher replacement; #2021-017417) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

Joe Schmidt Construction, Inc.  
(Contractor Name) (Seal)

By: [Signature]  
(Contractor Signature)

Joe Schmidt - President  
(Print Name and Title)

United States Fire Insurance Company  
(Surety Name) (Seal)

By: [Signature]  
(Surety Signature)

Brett Rosenhaus, Attorney-in-Fact  
(Print Name and Title)

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0272523

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Brett Rosenhaus, Dale Belis, Christian Collins*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



*Matthew E. Lubin*

Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



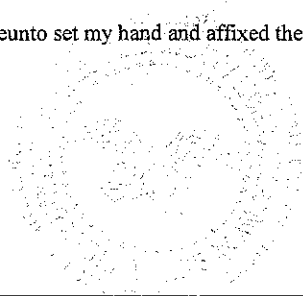
*Melissa H. D'Alessio*

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the \_\_\_\_\_ day of \_\_\_\_\_ 2024



UNITED STATES FIRE INSURANCE COMPANY

*Alfred N. Wright*

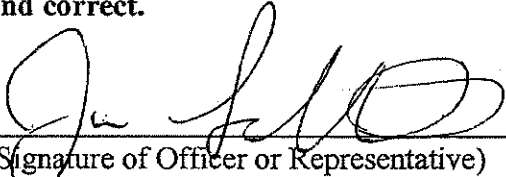
Alfred N. Wright, Senior Vice President



**NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Joe Schmidt Construction Inc.  
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true  
and correct.**

  
(Signature of Officer or Representative)

Joe Schmidt  
(Printed Name of Officer or Representative)

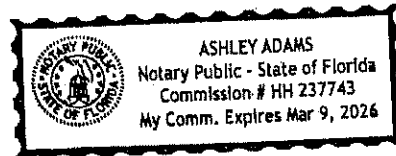
**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online notarization  
this, 2nd day of JULY 2024, by JOE SCHMIOT

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_

Ashley Adams  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large



(Notary Seal)

**Palm Beach County  
Facilities Development & Operations/Capital Improvements Division  
BID SUMMARY**

API: SBE Subcontracting Program (25% Min)      ANNUAL/TRADE: Minor Construction      MANDATORY PRE-BID DATE: 3/1/2024  
 PROJECT NUMBER: 2021-017417      PROJECT MANAGER: Rocky Roque, Facilities Systems Project Manager      BID OPENING DATE: 3/28/2024  
 PROJECT NAME: West Detention Center – Dishwasher Replacement

FIRM NAME	Andrea Construction, Inc.	Joe Schmidt Construction, Inc.			
PRIME LOCATION	LOCAL	LOCAL			
PRIME SBE STATUS	SBE	SBE			
BID BOND	Yes	Yes			
BID	\$361,545.00	\$410,388.43			
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory			
SBE PARTICIPATION	12.28%	25%			
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory			
NOTES:	non-responsive to 25% SBE participation goal				

COMMENTS: The lowest bidder is non-responsive to minimum mandatory 25% SBE goal. Therefore, award is recommended to Joe Schmidt Construction, Inc. ✓

Bid Documents Opened By (Print Name): Diana Cabrera      Bid Documents Recorded By (Print Name): Donna Lynch

The recommended contractor's License(s) is current and in compliance with Palm Beach County requirements for the contractor and all sub-contractors listed.      YES  
 The recommended contractor's Insurance(s) is current and in compliance with Palm Beach County requirements for the contractor.      YES  
 The recommended firm is registered in VSS.      YES

*Note: Tabulation is not official until checked and certified by Capital Improvements Division.*

**RECOMMENDED FOR APPROVAL:**

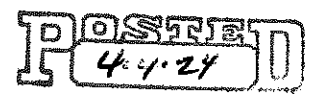
Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:

Joe Schmidt Construction, Inc.

Charlene La Mattina      4.3.24  
 Charlene La Mattina, Project Manager      Date

Gigi Jones      4/3/24  
 Gigi Jones, Contracts Manager      Date

Dan M. + H/ka      4.4.24 ✓



Annual Contract - Minor Construction #19602: Control Sheet

ORIGINAL CONTRACT - CAPACITY INCREASES							\$26,000,000					
Minor Contract Expires 02/11/2025							\$5,000,000					
Board Item - Increase Capacity 6/15/2021 (Amendment #1)							\$5,000,000					
Board Item - Increase Capacity 4/5/2022 (Amendment #2)							\$5,000,000					
Board Item - Increase Capacity 12/20/2022 (Amendment #3)							\$10,000,000					
PROJECT INFORMATION							DOLLARS			SBE PARTICIPATION		
DATE APPROVED	PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
	2021-017417	West Detention Center - dishwasher replacement	Schmidt	\$410,388.43	24-017		\$21,014,780.47	\$3,986,220	\$102,697.11	\$5,000.00	26.00%	1.22%
MINOR CONSTRUCTION ANNUAL			FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
1	All Site Construction, Inc. - R2020-0142	All-Site	\$1,811,065.50	\$ 855,809.78	47.25%	\$ 1,089,423.97	60.15%					
2	Andrea Construction, Inc. - R2020-0143	Andrea	\$8,462,070.69	\$ 5,182,495.13	61.24%	\$ 1,634,606.54	19.32%					
3	Anzco Inc. - R2020-0144	ANZCO	\$1,428,993.22	\$ 1,128,641.59	78.97%	\$ 58,083.00	4.06%					
4	Boromei Construction Inc. R2022-1276	Boromei	\$0.00	\$ -	\$ -	\$ -						
5	Brothers Construction, Inc. - R2020-0562	Brothers	\$0.00	\$ -	\$ -	\$ -						
6	Clean Air Restoration, Inc. d/b/a Chandier Construction Co. - R2020-0145	Clean Air	\$293,791.90	\$ 264,412.71	90.00%	\$ -	0.00%					
7	Close Constructions, LLC - R2021-1718	Close	\$0.00	\$ -	\$ -	\$ -						
8	Cooper Construction Management and Consulting, Inc. - R2021-1719	Cooper	\$0.00	\$ -	\$ -	\$ -						
9	D.W. Recreation Services, Inc. - R2021-1490	D.W.	\$1,115,057.00	\$ 1,067,042.00	95.69%	\$ -	0.00%					
10	DCOTA Contracting, Inc. - R2020-0146	DCOTA	\$0.00	\$ -	\$ -	\$ -						
11	Dan Enterprises Team LLC R2023-1086	Dan	\$0.00	\$ -	\$ -	\$ -						
12	Decks & More Construction Co. - R2020-1686	Decks	\$0.00	\$ -	\$ -	\$ -						
13	E&F Florida Enterprises Inc. dba Creative Contracting Group - R2020-1687	E&F	\$0.00	\$ -	\$ -	\$ -						
14	Engineered Comfort Solutions, Inc. - R2021-1236	Engineered	\$0.00	\$ -	\$ -	\$ -						
15	Florida Mechanical LLC - R2021-1720	Florida	\$0.00	\$ -	\$ -	\$ -						
16	Garabar, Inc. R2022-0701	Garabar	\$0.00	\$ -	\$ -	\$ -						
17	Glades Roofing, LLC - R2022-0186	Glades	\$0.00	\$ -	\$ -	\$ -						
18	Greenview Construction LLC - R2020-0565	Greenview	\$0.00	\$ -	\$ -	\$ -						
19	Hatcher Construction & Development, Inc. - R2020-0147	Hatcher	\$34,400.00	\$ 34,400.00	100.00%	\$ -	0.00%					
20	Hufcor, Inc. - R2020-0148	Hufcor	\$0.00	\$ -	\$ -	\$ -						
21	In Depth Inc.	In Depth	\$0.00	\$ -	\$ -	\$ -						
22	I. Q. Constructions, Inc. - R2021-1062	I. Q.	\$0.00	\$ -	\$ -	\$ -						
23	JF Acquisition, LLC DBA JF Petroleum Group	JF	\$0.00	\$ -	\$ -	\$ -						
24	J.I.J. Construction Corp. - R2021-0894	J.I.J.	\$0.00	\$ -	\$ -	\$ -						
25	Joe Schmidt Construction, Inc. - R2020-0150	Schmidt	\$4,030,342.58	\$ 3,289,034.72	81.61%	\$ 1,019,227.71	25.29%					
26	Kelly Brothers, Inc. R2020-1344	Kelly	\$0.00	\$ -	\$ -	\$ -						
27	Lambert Bros., Inc. - R 2020-0563	Lambert	\$0.00	\$ -	\$ -	\$ -						
28	Leonard Graham Inc. dba LGI Construction	LGI	\$0.00	\$ -	\$ -	\$ -						
29	NYC Development & Construction Group Inc. R2024-0243	NYC	\$0.00	\$ -	\$ -	\$ -						
30	One Call Florida, Inc. - R2020-0151	One Call	\$77,600.00	\$ 77,600.00	100.00%	\$ -	0.00%					
31	Onel Construction LLC - R2021-0796	Onel	\$114,301.91	\$ 97,993.99	85.73%	\$ -	0.00%					
32	Parsa Corporation - R2020-1029	Parsa	\$0.00	\$ -	\$ -	\$ -						
33	Poselden Dredge & Marine, Inc. R2020-0564	Poselden	\$0.00	\$ -	\$ -	\$ -						
34	Randolph Construction Group, Inc. - R2020-0566	Randolph	\$1,430,981.20	\$ 997,148.91	69.68%	\$ 97,993.99	6.85%					
35	J. Rawn Enterprises, Inc. - R2020-0149	Rawn	\$45,300.00	\$ 45,300.00	100.00%	\$ -	0.00%					
36	Ralph Della-Pietra, Inc. - R2020-1575	RDP	\$3,688,948.00	\$ 1,082,398.08	29.34%	\$ 68,136.00	1.85%					
37	Regal Contractors, Inc. - R2021-1491	Regal	\$0.00	\$ -	\$ -	\$ -						
38	Republic Construction Corp. - R2020-1345	Republic	\$715,247.63	\$ 353,957.55	49.49%	\$ 7,517.00	1.05%					
39	Solarguard Roofing, Inc. R2022-1115	Solarguard	\$0.00	\$ -	\$ -	\$ -						
40	T & G Corporation dba T&G Constructors R2024-0244	T & G	\$0.00	\$ -	\$ -	\$ -						
41	Walker Design & Construction Co. R2022-0702	Walker	\$0.00	\$ -	\$ -	\$ -						
42	Waypoint Contracting Inc R2022-0846	Waypoint	\$0.00	\$ -	\$ -	\$ -						
43	West Construction, Inc. - R2021-1721	West	\$0.00	\$ -	\$ -	\$ -						
<b>TOTAL</b>				<b>\$23,248,099.63</b>	<b>\$14,476,134.46</b>	<b>62.27%</b>	<b>\$ 3,974,888.21</b>	<b>27.46%</b>				