

**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. 24-003 (Work Order) to the annual flooring contract (R2021-0638) with Joe Schmidt Construction, Inc. (Contractor) in the amount of \$248,298.53 for the Herman Brice, 2nd Floor Carpet Replacement project for a period of 180 calendar days from notice to proceed.

Summary: The project consists of the flooring replacement on the 2nd floor of the Herman Brice facility (located at 405 Pike Road, West Palm Beach). The existing carpet flooring and base will be removed and replaced with new vinyl plank style flooring and vinyl wall base. The flooring on the 2nd floor of the Herman Brice facility has outlived its useful life and will be replaced with a new durable and lower maintenance flooring and vinyl wall base system. 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 Herman Brice, 2nd Floor Carpet Replacement project. 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 180 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 flooring contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual flooring contract was presented to the Goal Setting Committee on January 20, 2021. The Committee applied the following Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or a Small Business Enterprise (SBE) contractor will be given a price preference for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. Since this project is greater than \$100,000, the price preference API was applied. SBE participation for this Work Order is 100%. To date, the Contractor's overall SBE participation is 82.86%. To date, the overall SBE participation on the annual flooring contract is 67.61%. The Contractor is a certified SBE firm. Funding for this project is from the Fire Rescue Improvement Fund. **(Capital Improvements Division) District 2 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on April 4, 2024 and the Contractor submitted the second lowest responsive and responsible bid of the three (3) bids received. Leonard Graham Inc. dba LGI Construction submitted the lowest responsive and responsible bid however it was withdrawn.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-003
4. Bid Summary
5. Annual Contract - Flooring #2021-017320: Control Sheet

Recommended by:  7/16/24
Department Director **Date**

Approved by:  7/30/24
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$248,299	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$248,299	-0-	-0-	-0-	-0-
# 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 3700 **Dept** 441 **Unit** F174 **Object** 6502

CONSTRUCTION	\$248,298.53
STAFF COST	\$ 0.00
CONTINGENCY	\$ 0.00
TOTAL	\$248,298.53

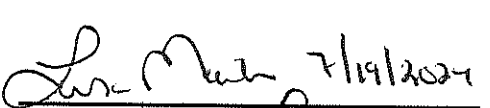

B. Recommended Sources of Funds/Summary of Fiscal Impact:

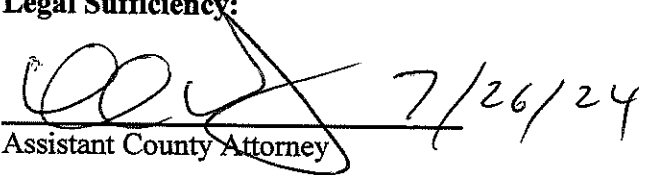
Funding for this project will be from the Fire Rescue Improvement Fund.


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB 7/18/24 V.S. 7/18	 Contract Development and Control 7/19/24
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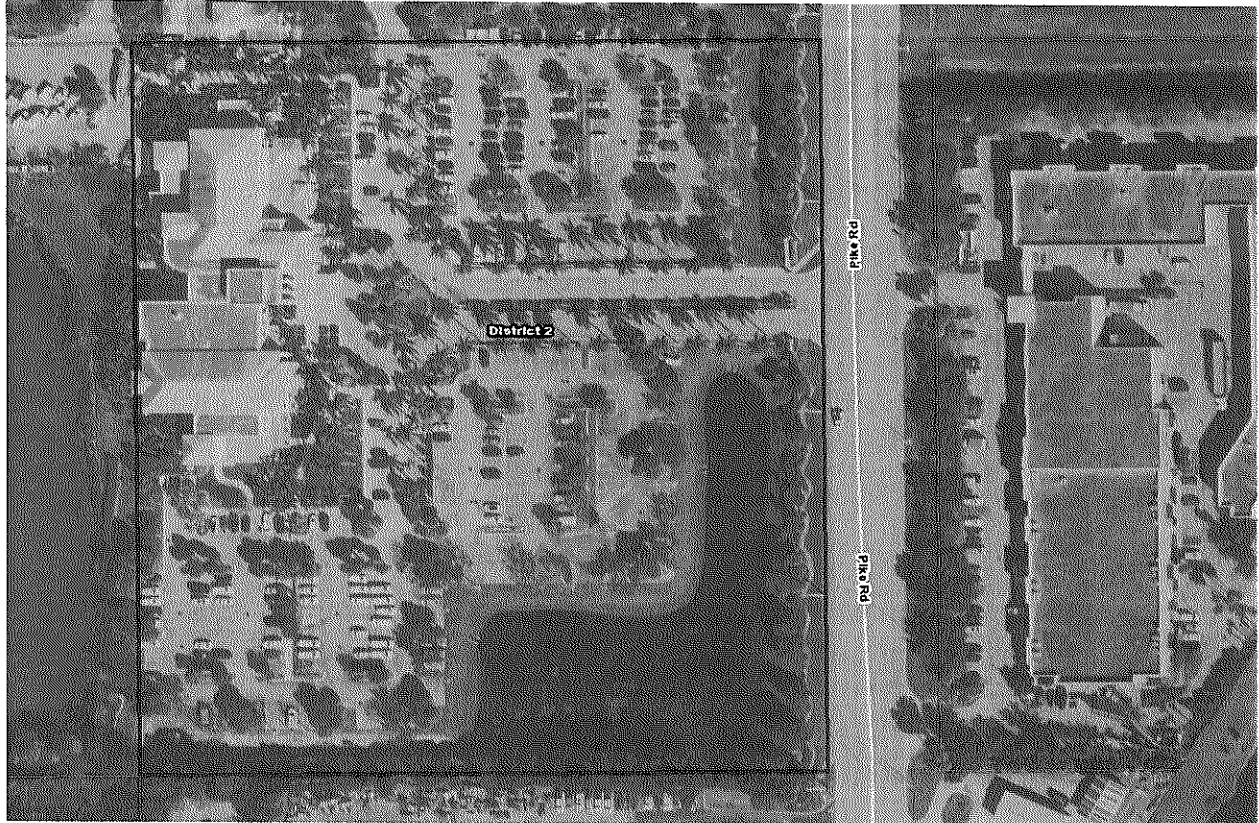
B. Legal Sufficiency:

 Assistant County Attorney 7/26/24

C. Other Department Review:

 Department Director

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

LOCATION MAP

Project No: 2023-013370
Project Name: Herman Brice, 2nd Floor Carpet Replacement
Location: 405 Pike Road, West Palm Beach, Florida 33411



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/1/24 PHONE: 561-233-0275
 PROJECT MANAGER: Gus Arnold, Facilities Systems Project Manager
 PROJECT TITLE: Herman Brice, 2nd floor – carpet replacement
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
 BCC RESOLUTION#:
 DATE:

REQUESTED AMOUNT: \$248,298.53
 eFDO # / PROJECT NUMBER: P-2024-004582 / 2023-013370

W.O. NUMBER:
 CSA or CHANGE ORDER NUMBER:
 SERVICE LOCATION: 405 Pike Rd., West Palm Beach, FL
 BUILDING NUMBER: 1858

CONSULTANT/CONTRACTOR: Joe Schmidt construction, Inc. (floor)

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 remove and properly dispose of old carpet materials and base.

CONSTRUCTION	\$248,298.53
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$ _____
TOTAL	\$248,298.53

** 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.*

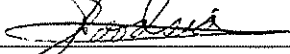
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3900 DEPT: 441 UNIT: F174 OBJ: 6502 DM

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply) 6-4-24

- Ad Valorem (Amount \$ 248,298.53) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ (Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

DEPARTMENT: Fire Rescue

BAS APPROVED BY:  DATE 6-3-2024

ENCUMBRANCE NUMBER: _____

**WORK ORDER 24-003 TO
ANNUAL CONTRACT R2021-0638
FOR FLOORING
PROJECT NAME: HERMAN BRICE, 2ND FLOOR CARPET REPLACEMENT
PROJECT NO. 2023-013370**

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 5/18/21 (R2021-0638) ("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 Flooring between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$248,298.53** for the construction costs of replacing flooring 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 **180** calendar days from 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 82.86% SBE subcontracting participation on this Contract. Contractor will provide 100% 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:

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

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: Herman Brice, 2nd floor – carpet replacement
Project Number: 2023-013370

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

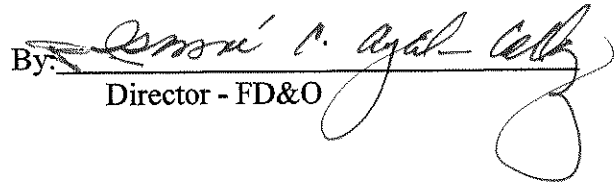
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Director - FD&O

Project Name: Herman Brice, 2nd floor – carpet replacement
Project Number: 2023-013370

WITNESS: FOR CONTRACTOR

CONTRACTOR: Joe Schmidt
Construction, Inc.

SIGNATURE

Melissa Schmidt
Signature

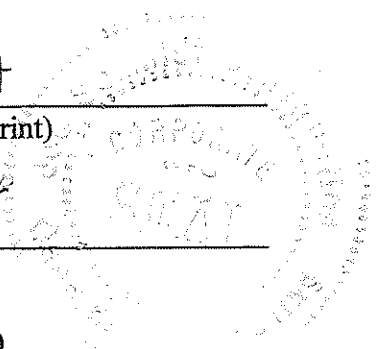
Joe Schmidt
Signature

Melissa Schmidt
Name (type or print)

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.

4/4/24

Date

Contractor Firm Name



Signature

Joe Schmidt, President

Print Name and Title

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

Quote/Bid Form Page 2

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

PROJECT NUMBER: 2023-013370

PROJECT NAME: Herman Brice, 2nd Floor - Carpet Replacement

DATE: April 4, 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: Herman Brice, 2nd Floor - Carpet Replacement and Number: 2023-013370)**, 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.

Bid Bond / Page 1

PROJECT NUMBER: 2023-013370

PROJECT NAME: Herman Brice, 2nd Floor - Carpet Replacement

DATE: April 4, 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 4th day of April, 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)
Kailee Rosenhaus
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 28th 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 28th 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 4th day of April 2024

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright

Alfred N. Wright, Senior Vice President

ATTACHMENT "A"
**(for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage,
Painting and Weatherproofing, Roofing)**

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

The API(s) approved for this project are selected below by . 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 Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Herman Brice, 2nd Floor - Carpet Replacement

SOLICITATION/PROJECT/BID NO.: 2023-013370

SOLICITATION OPENING/SUBMITTAL DATE: 4/4/24

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: \$248,298.53

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, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
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"/>	_____	_____	_____	_____	_____	_____

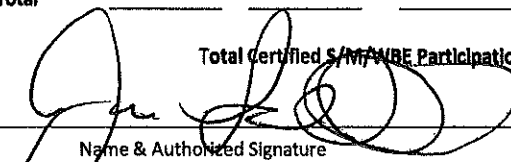
(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 248,298.53

Total \$248,298.53

Total Certified S/MBE/WBE Participation \$ \$248,298.53

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: **2023-013370**

SOLICITATION/PROJECT NAME: **Herman Brice, 2nd Floor - Carpet 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):

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

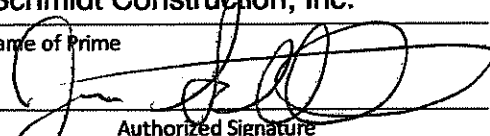
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Carpet Replacement per specs				\$248,298.53

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: **\$248,298.53**

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 2nd/3rd tier Subcontractor/subconsultant

Joe Schmidt Construction, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Joe Schmidt
 Print Name
President
 Title
 Date: **2/20/24**

 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature

 Print Name

 Title

 Date: _____

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

Contact: Gus Arnold, Facilities Systems Project Manager
Phone: (561)233-0275
Project Title: Herman Brice, 2nd Floor - Carpet Replacement
Project #: 2023-013370
Project Location(s): 405 Pike Road, West Palm Beach, 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 – Flooring for additional requirements.
- c. Work to be completed outside the hours of 7:30 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 eighty (180) 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 replace the flooring per the project requirements provided below:

- a. Contractor to remove and properly dispose of old carpet materials and base in all areas shown on Exhibit "1".
- b. Contractor to remove any residual glue from the floor and prepare the substrate to accept the new Luxury Vinyl Floor Material per manufacturer's specifications.

- c. This project is to be completed in phases. Exact phasing will be discussed and agreed upon at the pre-construction meeting.
- d. The contractor will be responsible for moving the furniture, partitions. All furniture shall be placed in its original location after installation of the new LVT. Fire Rescue staff will be responsible for disconnecting and reconnecting all computers, printers, and all personal items in the space.
- e. The contractor to furnish and install new Mannington Commercial Vinyl Plank Flooring, 6" x 36" planks, 'Pearl Wash Wood', or Palm Beach County (PBC) approved equal, in areas outlined in Exhibit "1".
- f. All transition strips to be replaced with similar style and color as existing. All transition strips shall be ADA compliant.
- g. The contractor to furnish and install new vinyl base: Roppe 100, 4" (preferred), or match existing per manufacturer's specifications, or PBC approved equal, in areas outlined in Exhibit "1". Color to be selected by owner.
- h. The vendor shall submit product data and Material Safety Data Sheet (MSDS) sheets for all flooring products, adhesive, and incidentals, prior to ordering and installation.
- i. The contractor will be responsible for the removal of all trash and for the delivery of all materials to the designated work areas as needed throughout the project.
- j. The contractor to provide two (2) additional boxes of matching Luxury Vinyl Tile (LVT) and base (same lot, style and color) for future repairs. Extra cases will be kept on-site and stored by Facilities Management.
- k. Contractor to submit color selection for review.

3. PRODUCT INFORMATION

- a. Luxury Plank Vinyl Flooring:
Mannington Commercial, 6" x 36", or PBC approved equal
Product Collection: Amtico
Product Style: Pearl Wash Wood
- b. Vinyl Wall Base:
Roppe 100 - 4" Vinyl Wall Base, or PBC approved equal.
Color: TBD

4. 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.

5. 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.

6. 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.

7. 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) shall be the responsibility of the Contractor to repair and return to its original state.

8. PREPARATION

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

9. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. If approved, this shall result in a change order.

10. 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.

11. 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.

12. CLEAN UP

It is the Contractor's responsibility to remove all waste materials, tools and equipment from the job site daily. Thoroughly clean the entire job area prior to requesting the final inspection. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

13. SECURITY

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

This project is subject to:

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



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002431	Joe Schmidt Construction Inc		Compliant					23045/SS	PRE-QUALIFICATION OF VENDORS FOR FLOORING SERVICES
		Ar , XIII	Mercury Indemnity Company of America	BA090000017794	8/1/2023	8/1/2024	Auto Liability		
		A+r , XV	Nautilus Insurance Company	AN1294535	10/7/2023	10/7/2024	Excess Liability		
		NR ,	Heritage Property and Casualty Insurance Company	HCR005537	8/1/2023	8/1/2024	General Liability		
		A , VIII	Lion Insurance Company	WC71949	1/1/2023	1/1/2024	Workers Comp		

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :



June 5, 2024

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

RE: Joe Schmidt Construction, Inc

Bond No. 609-101543-7
Project: 2023-013370 – Herman Brice, 2nd Floor Carpet 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 that reads "Brett Rosenhaus".

Brett Rosenhaus
Attorney-in-Fact

220 Congress Park Drive, Suite 100, Delray Beach, FL 33445

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 609-101543-7

CONTRACTOR: Joe Schmidt Construction, Inc
16349 75th 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: 2023-013370 – Herman Brice, 2nd Floor Carpet Replacement

LOCATION: 405 Pike Road, West Palm Beach, FL

PUBLIC CONSTRUCTION BOND

BOND NUMBER 609-101543-7

BOND AMOUNT Two Hundred Forty Eight Thousand Two Hundred Ninety Eight and 53/100 Dollars (\$248,298.53)

CONTRACT AMOUNT Two Hundred Forty Eight Thousand Two Hundred Ninety Eight and 53/100 Dollars (\$248,298.53)

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: Herman Brice, 2nd floor – carpet replacement

PROJECT NUMBER: 2023-013370

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Replace flooring.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

405 Pike Rd., West Palm Beach

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 \$248,298.53
Two hundred forty-eight thousand two hundred ninety-eight and 53/100

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: Herman Brice, 2nd floor – carpet replacement
Project No.: 2023-013370
Project Description: Replace flooring
Project Location: 405 Pike Rd., West Palm Beach

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 replacing flooring, 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.

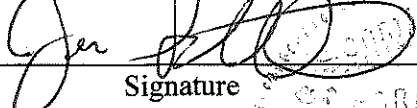
4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions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

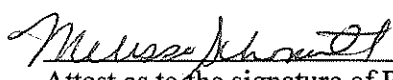
6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on _____, 20__

PRINCIPAL: Joe Schmidt Construction, Inc

By: 
Signature

Joe Schmidt - president
(Print Name and Title)


Attest as to the signature of Principal

ASSISTANT
Title

(SEAL)

Address of Principal: _____

Address of Witness: _____
16349 75th Ave. N. Palm Beach Gardens Fl.
33418

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

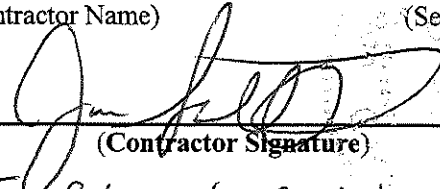
GUARANTEE FOR Contractor Name: Joe Schmidt Construction, Inc and Surety Name: United States Fire Insurance Company

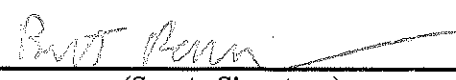
We the undersigned hereby guarantee that the (Herman Brice, 2nd floor – carpet replacement; #2023-013370) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties 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: 
(Contractor Signature)
Joe Schmidt president
(Print Name and Title)

United States Fire Insurance Company
(Surety Name) (Seal)
By: 
(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 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th 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

(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, Senior Vice President

To: Palm Beach County Board of County Commissioners Facilities
 Development & Operations / Capital Improvements Division
 2633 Vista Parkway
 West Palm Beach, FL 33411-5604

From: Leonard Graham Inc. dba LGI Construction
 Attn: Leonard Graham, President
 Address: 4788 Cherry Rd,
 West Palm Beach, FL 33417

Leonard Graham Inc. dba LGI Construction	Joe Schmidt Construction, Inc.	Andrea Construction, Inc.
\$125,112.00	\$248,298.53	\$257,870.00

Having carefully examined the Bid Documents entitled Herman Brice, 2nd Floor - Carpet Replacement, Project No. 2023-013370, as well as the premises and conditions affecting the work, confirming the site was visited prior to bid submittal, the undersigned hereby declare that we have carefully and to our satisfaction examined the Contract Documents, and we have made full examination of the supply of materials, and we hereby agree to furnish and pay for all related labor, equipment, materials, services and fees required to fully complete all necessary work for the base bid scope of work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations and complete the work within the one hundred eighty (180) calendar days after notice to proceed for our base bid price of \$125,112.

We have reviewed our base bid price and find no irregularities with our bid that may cause us to reconsider same.

We hereby confirm accuracy of our bid and our willingness to enter into contract with the Palm Beach County Board of County Commissioners for the "Herman Brice, 2nd Floor - Carpet Replacement" project.

BID CONFIRMATION


BID REJECTION

 (Firm Name)

LGI Construction

 (Firm Name)

 (Signature)



 (Signature)

 (Print Authorized Signatory's Name)

Leonard Graham

 (Print Authorized Signatory's Name)

 (Print Authorized Signatory's Title)

President

 (Print Authorized Signatory's Title)

 (Date of Execution)

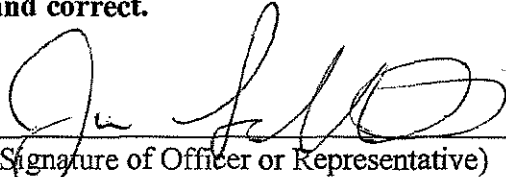
04/12/2024

 (Date of Execution)

**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)

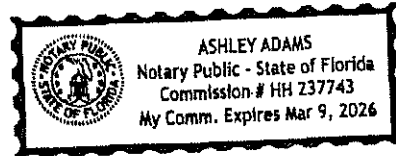
State of Florida, County of Palm Beach

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 · REVISED
BID SUMMARY**

API: Price Preference

ANNUAL/TRADE: Flooring

MANDATORY PRE-BID DATE: 3/5/2024

PROJECT NUMBER: 2023-013370

PROJECT MANAGER: Gus Arnold, Facilities Systems Project Manager

BID OPENING DATE: 4/4/2024

PROJECT NAME: Herman Brice, 2nd Floor - Carpet Replacement

FIRM NAME	Leonard Graham Inc. dba LGI Construction	Joe Schmidt Construction, Inc.	Andrea Construction, Inc.			
PRIME LOCATION	LOCAL	LOCAL	LOCAL			
PRIME SBE STATUS	NON-SBE	SBE	SBE			
BID BOND	N/A	Yes	Yes			
BID	\$125,112.00	\$248,298.53	\$257,870.00			
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Satisfactory			
SBE PARTICIPATION	100%	100%	16.37%			
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory	Satisfactory			
NOTES:	Bid Withdrawn					

COMMENTS: Leonard Graham Inc. dba LGI Construction withdrew their bid. The second lowest responsive/responsible firm is 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, Project Manager

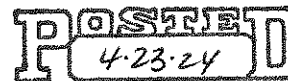
4.22.24
Date


Gigi Jones, Contracts Manager

4/22/2024
Date


David Hawke, Assistant Director

April 23, 24
Date



ANNUAL CONTRACT - FLOORING #2021-017320: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 5/18/2021)						\$4,000,000.00					
FLOORING CONTRACT Expires 5/17/2026						\$2,000,000.00					
Board Item - Increase Capacity (1/23/2024) (Amendment # 1)						\$2,000,000.00					
PROJECT INFORMATION						DOLLARS			SBE PARTICIPATION		
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.
2023-013370	Herman Brice, 2nd floor - carpet replacemtn	Schmidt	\$248,298.53	24-003		\$1,778,894.04	\$2,221,105.96	\$248,298.53		100%	
UNHIDE ROWS											
CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
\$2,221,105.96	1,202,777.44	11,500.00	67.61%	0.96%							
	NAME OF FIRM / CONTRACT R#	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
1	Andrea Construction, Inc. - R2021-0633	Andrea	\$500,969.57	\$ 107,808.97	21.52%	-	0.00%				
2	Brian's Carpet & Commercial Flooring, Inc. - R2021-0634	Brian's	\$310,497.00	\$ 310,497.00	100.00%	-	0.00%				
3	Designers West Interiors, Inc. - R2021-0635	Designers	\$0.00	\$ -		-					
4	Greenview Construction LLC - R2021-1238	Greenview	\$0.00	\$ -		-					
5	J.I.J. Construction Corp. - R2021-0637	J.I.J.	\$33,883.00	\$ 33,883.00	100.00%	11,500.00	33.94%				
6	Jack Walsh Carpets and Rugs, Inc. - R2021-0636	Walsh	\$10,006.45	\$ 10,006.45	100.00%	-	0.00%				
7	Joe Schmidt Construction, Inc. - R2021-0638	Schmidt	\$883,314.02	\$ 731,958.02	82.86%	-	0.00%				
8	Leonard Graham Inc. DBA L G I Construction - R2021-0639	LGI	\$0.00	\$ -		-					
9	" MBCS Company, L.L.C "	MBCS	\$0.00	\$ -		-					
10	Mueller Construction and Management Company-R2022-1117	Mueller	\$40,224.00	\$ 8,624.00	21.44%	-	0.00%				
11	O'Neill Brothers Flooring, Inc. - R2023-1691	O'Neill	\$0.00	\$ -		-					
12	Quick Painting Group Corp - R2023-0906	Quick	\$0.00	\$ -		-					
		TOTAL	1,778,894.04	1,202,777.44	67.61%	11,500.00	0.96%				