

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$2,312,856	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$2,312,856	-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 3950	Dept 411	Unit Q019	Object 4907
CONSTRUCTION		\$2,300,000.00	
STAFF COSTS		\$ 12,856.00	
CONTINGENCY		\$ 0.00	
TOTAL		\$2,312,856.00	

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

Funding for this project is from the Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review: Robert Eric Mulligan

III. REVIEW COMMENTS:

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

<p><u>AFBUC</u> 11/8/24 OFMB CA 11/8 EW 11.8.24</p>	<p><u>Brandt Maddox</u> 11/19/24 Contract Administrator 26 11.13.24</p>
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B. Legal Sufficiency:

[Signature] 11/19/24
Assistant County Attorney

C. Other Department Review:

Department Director

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

**WORK ORDER 24-001 TO
ANNUAL CONTRACT R2024-0958
FOR PAINTING & WEATHERPROOFING
PROJECT NAME: MDC, EAST TOWER - INTERIOR PAINTING
PROJECT NO. 2023-036451.1**

THIS WORK ORDER is made as of SEP 27 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 Profit 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 8/20/2024 (R2024-0958) ("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 Painting & Weatherproofing between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$2,300,000.00** for the construction costs to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to provide interior painting per Attachment "C" and addenda 1 and 2 provided by Capital Improvements Division 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 **90 calendar days from notice to proceed**. Liquidated Damages are \$220/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 100% 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
Addenda 1 and 2
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:

Pursuant to section 255.0992, Florida Statutes, the County's Living Wage Ordinance shall not apply to this Invitation for Quote/Bid and any resulting Work Order(s), notwithstanding any provision of an existing Annual Contract to the contrary, including, but not limited to, the Instructions to Bidders, the General Conditions to the Annual Contract and the Certification of Compliance with the Living Wage Ordinance.

The following General Condition is 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.

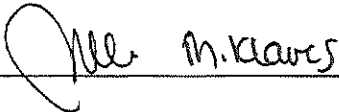
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

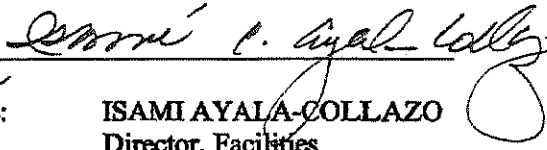
Project Name: MDC, East Tower - Interior Painting
Project Number: 2023-036451.1

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:

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

By: 
FDO Fiscal

By: 
Name: ISAMI AYALA-COLLAZO
Title: Director, Facilities
Development & Operations

Date: 9/27/2024

Date: 9/27/24

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
County Attorney

Digitally signed by Michael W. Jones
DN: DC=org, DC=pbccgov, OU=Enterprise,
OU=CATT, OU=Users, CN=Michael W.
Jones, E=MJones@pbcc.gov
Reason: I am the author of this document
Location:
Date: 2024.09.26 11:52:08 -04'00'
Foxit PDF Reader Version: 12.0.1

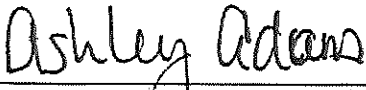
Date: _____

Project Name: MDC, East Tower - Interior Painting
Project Number: 2023-036451.1

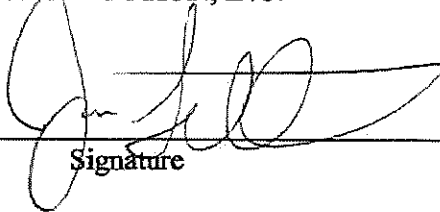
WITNESS: FOR CONTRACTOR

CONTRACTOR: JOE SCHMIDT
CONSTRUCTION, INC.

SIGNATURE



Signature



Signature

Ashley Adams

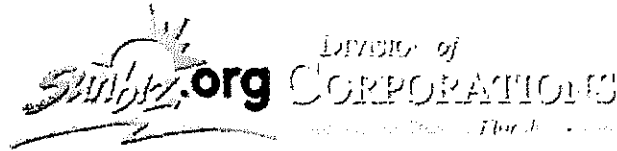
Name (type or print)

Joe Schmidt

Name (type or print)

President

Title
(Corporate Seal)



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
JOE SCHMIDT CONSTRUCTION, INC.

Filing Information

Document Number P96000104160
FEI/EIN Number 65-0725013
Date Filed 12/23/1996
State FL
Status ACTIVE

Principal Address

16349 75TH. AVENUE NORTH
PALM BEACH GARDENS, FL 33418

Changed: 01/14/2006

Mailing Address

16349 75TH. AVENUE NORTH
PALM BEACH GARDENS, FL 33418

Changed: 01/14/2006

Registered Agent Name & Address

SCHMIDT, JOE
16349 75TH. AVE. NORTH
PALM BEACH GARDENS, FL 33418

Address Changed: 04/28/2004

Officer/Director Detail

Name & Address

Title P

SCHMIDT, JOE
16349 75TH. AVENUE NORTH
PALM BEACH GARDENS, FL 33418

Annual Reports

Report Year	Filed Date
2022	02/01/2022

2023 01/23/2023
2024 02/05/2024

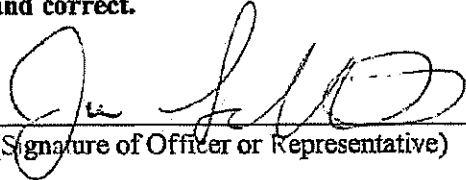
Document Images

02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
02/12/2019 -- ANNUAL REPORT	View image in PDF format
02/21/2018 -- ANNUAL REPORT	View image in PDF format
02/06/2017 -- ANNUAL REPORT	View image in PDF format
02/02/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
01/14/2013 -- ANNUAL REPORT	View image in PDF format
02/29/2012 -- ANNUAL REPORT	View image in PDF format
02/21/2011 -- ANNUAL REPORT	View image in PDF format
03/19/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
02/18/2007 -- ANNUAL REPORT	View image in PDF format
01/14/2006 -- ANNUAL REPORT	View image in PDF format
03/16/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
09/10/2003 -- ANNUAL REPORT	View image in PDF format
04/27/2002 -- ANNUAL REPORT	View image in PDF format
04/28/2001 -- ANNUAL REPORT	View image in PDF format
05/23/2000 -- ANNUAL REPORT	View image in PDF format
05/10/1999 -- ANNUAL REPORT	View image in PDF format
06/30/1998 -- ANNUAL REPORT	View image in PDF format
09/03/1997 -- ANNUAL REPORT	View image in PDF format
12/23/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format
12/23/1996 -- Domestic Profit Articles	View image in PDF format

**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)

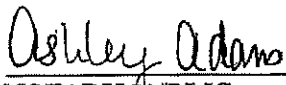
Joe Schmidt
(Printed Name of Officer or Representative)

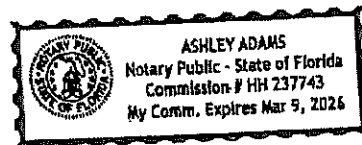
State of Florida, County of Palm Beach

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

Personally known OR produced identification .

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary 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:

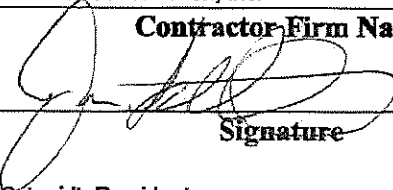
Addendum # 1 dated 6/14/24 Addendum # _____ dated _____
Addendum # 2 dated 6/18/24 Addendum # _____ dated _____

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:

7/18/24
Date

Joe Schmidt Construction, Inc.
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

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

API: Price Preference

ANNUAL/TRADE: PAINTING

MANDATORY PRE-BID DATE: 5/13/2024, 6/12/2024

PROJECT NUMBER: 2023-036451.1

PROJECT MANAGER: Jeff Halverson, Project Manager

BID OPENING DATE: 7/18/2024

PROJECT NAME: MDC, East Tower - Interior Painting

FIRM NAME	MCJ Professional Cleaning Services, Corp.	Joe Schmidt Construction, Inc.			
PRIME LOCATION	LOCAL	LOCAL			
PRIME SBE STATUS	SBE	SBE			
BID BOND	Yes	Yes			
BID	\$1,850,000.00	\$2,300,000.00			
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Not Signed			
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Not Signed			
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory			
SBE PARTICIPATION	0%	100%			
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Unsatisfactory	Satisfactory			
NOTES:	OEBO Schedule 2 missing for Prime. SBE Prime is not certified for painting trade. Prime is non-responsive as prequalification application was not submitted within 10 days, as required.	Addendums 1 & 2 are not signed.			

COMMENTS: The lowest bidder is non-responsive to the prequalification requirement. Therefore, award is recommended to Joe Schmidt Construction, Inc.

Bid Documents Opened By (Print Name): Cathy Choban

Bid Documents Recorded By (Print Name): Diana Del Rio Cabrera

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



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 7.23.24
Charlene La Mattina, Project Manager Date

Gigi Jones 7/23/24
Gigi Jones, Contract Manager Date

Dan M. Halverson 7.23.2024

Diana Delrio Cabrera D.

From: FDO-CID-Bids
Sent: Tuesday, July 23, 2024 4:02 PM
To: 'MCJ PROFESSIONAL CLEANING SERVICES'; 'Joe Schmidt Construction Inc.'
Cc: Jeff Halverson; Gigi Jones
Subject: 2023-036451.1 MDC, East Tower - Interior Painting
Attachments: 2023-036451.1 Approved Bid Summary.pdf

Importance: High

Good afternoon,

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on July 18, 2024.

Please contact us with any questions and thank you for participating in our process.



Kind regards,

Diana Del Rio Cabrera
Procurements Specialist | Capital Improvements Division
Palm Beach County Facilities Development & Operations
2633 Vista Parkway | West Palm Beach, FL 33411

Need Forms? Click on the link below.
[Capital Improvements Forms](#)

Under Florida's public records laws, please be advised that this email and all information herein, including any attachments, will become a public record unless covered by a statutory exemption.

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

PROJECT NUMBER: 2023-036451.1

PROJECT NAME: MDC, East Tower - Interior Painting

DATE: July 18, 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: MDC, East Tower - Interior Painting, Number: 2023-036451.1)**, 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

PROJECT NUMBER: 2023-036451.1

PROJECT NAME: MDC. East Tower - Interior Painting

DATE: July 18, 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 18th day of July, A.D., 2024.

ATTEST:

(SEAL)

Melissa Schmidt
(Witness Signature)

Melissa Schmidt
Print Name

TITLE: office assistant

Joe Schmidt Construction, Inc
(Contractor Firm Name)

By: [Signature]
(Signature)

Joe Schmidt Pres
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 18th day of July 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.

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: MDC, East Tower - Interior Painting

SOLICITATION/PROJECT/BID NO.: 2023-036451.1

SOLICITATION OPENING/SUBMITTAL DATE: 7/18/24

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 33418

CONTACT PERSON: Joe Schmidt

PHONE NO.: 561-248-8860

E-MAIL: joeschmidtconstruction@gmail.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,300,000.00

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
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)

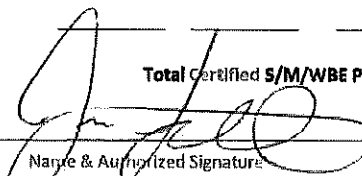
Total Bid/Offer Price \$ 2,300,000.00

Total

Total Certified S/M/WBE Participation \$

2,300,000.00

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: **2023-036451.1**

SOLICITATION/PROJECT NAME: **MDC, East Tower - Interior Painting**

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 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 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
	Interior Painting per specs				\$2,300,000.00

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: **\$2,300,000.00**

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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Joe Schmidt Construction, Inc.

Print Name of Prime

By: _____

Authorized Signature

Joe Schmidt

Print Name

President

Title

Date: **7/18/24**

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Print Name

Title

Date: _____



Vendor Information

Vendor ID: VC0000107862

Legal Business Name: Joe Schmidt Construction Inc.

Alias/DBA:

Address(es): . . .
16349 75th Avenue North, Palm Beach
Gardens 33418
16349 75th Avenue North, Palm Beach
Gardens 33418

Contact(s): JOE SCHMIDT 561-248-8860
JOE SCHMIDT 561-748-7811

Email(s): Lasor87@aol.com, lasor87@aol.com

WebSite:

Commodity / Services	
90924	Building Construction, Commercial and Institutional
91444	Flooring
9267838	Mold Assessment Services (Not Consulting)
9267840	Mold Remediation
95826	Construction Management Services

EBO Certification		
Type: SBE	Certified: 11/20/2022	Expire: 11/19/2025
Business Owner(s): Joe Schmidt		
Race: White	Gender: Male	B Classes: Construction

EBO Certified Commodity / Services	
90924	Building Construction, Commercial and Institutional
91444	Flooring
9267838	Mold Assessment Services (Not Consulting)
9267840	Mold Remediation
95826	Construction Management Services

Note: The Office of Equal Business Opportunity (OEBO) requires current licensure at the time of certification, but does not guarantee the continued existence of any license held by a certified small business. The users of this directory should investigate the continuance of such credentials. OEBO does not accept liability for any loss or damage caused by errors, changes or omissions.

**CAPITAL IMPROVEMENTS DIVISION
IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
ANNUAL CONTRACT - PAINTING & WEATHERPROOFING**

Contact: Jeff Halverson, Project Manager
Phone: (561)233-0236
Project Title: MDC, East Tower - Interior Painting
Project #: 2023-036451.1
Project Location: 3228 Gun Club 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 – Painting & Weatherproofing for additional requirements.
- c. Work to be completed during the hours of 7:00 a.m. to 7:00 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 sixty (60) 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 \$220 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 interior painting per the project requirements provided below:

- a. This time sensitive work shall be conducted on four (4) stairwells, six (6) floors (each floor has three wings), and in the East Rec. Yard (down the hall and up a few floors next to the East Tower) See Exhibits 1 - 6.

- b. It is anticipated that the contractor will assemble a team of multiple subcontractors, and painters that will work on multiple floors at the same time in order to expedite the requirements of this work.
- c. **PHOTO LOG** - Create a photo log of the size and locations of all wall stenciling to ensure proper restoration on doors, walls, stairwells, above bunks, etc. Provide an original (1) and two (2) copies of the photo log to the County's Project Manager (PM). This work may proceed immediately after award of the contract.
- d. **FIRE WATCH** – Will be conducted by PBSO staff after the daily work stops until the next day when work resumes.
- e. **PROTECTION OF SMOKE DETECTORS** – There are approximately 175 smoke detectors and notification appliances in the facility that will be addressed by First Fire & Security.
 - i. Coordinate protection activity with the PM and ESS representative. These must be protected as a first step in the process. The system will be tested prior to work and prior to final payment.
 - ii. First Fire & Security will execute protection, covering, and uncovering of smoke detectors and receptacles.
- f. **SURFACE PREPARATION** – See Exhibit 6
 - i. **Surfaces:** Prepared and paint cells, dormitories, dayrooms, stairwells (including handrails) and selected jail bars. *Note:* the corridors leading to cells are not included (Exhibit "1"). *Note:* Not all walls and ceilings are to be prepared for painting. Check the plans.
 - ii. **Light Abrading** - cells, dormitories, dayrooms, stairwell "d", and handrails are to be lightly abraded for painting, except areas designated otherwise (interior side of exterior facing walls and areas "X"ed out on Exhibit "1").
 - iii. **Paint Removal to Concrete Block** - heavy material removal is as indicated in the attached plans (Exhibit "1"). *Note:* In the stairwells (a, b, and c), all surfaces are to be treated, walls, ceilings, stairs (front, back and sides) protect hinges, lights, glass inserts, intercom, etc.
 - iv. **The interior side of all exterior walls** - shall be sponge blasted down to the Concrete Masonry Unit (CMU) wall in preparation for application of the two coats of dry lock waterproofing along with painting. This includes three (3) of the four (4) stairwells that have exterior facing walls at the ends of wings (a, b, and c) (see Exhibit "1").
 - v. **Metal bunks and cell furniture** - shall be lightly abraded in preparation for painting. Urinal and wash units shall not be abraded. Protect metal mirrors, windows, light fixtures and Heating, Ventilation, and Air Conditioning (HVAC) grills during blasting.

- vi. **Jail bars** - Include price to blast (clean off the paint and rust) clean for priming and painting 100 ground feet measured of jail bars. Jail bars are 8 ft. high. These bars are to be abrade for painting. Rust removal is the objective at these locations. It is not necessary to remove all the paint in these sections of bars, scaling and loose paint and rust must be removed in these areas.
- vii. **Blasting** - Preferred method of blasting is sponge blasting for the interior side of exterior walls to minimize the creation of dust. Dry ice blasting is recommended for light abrading of select walls and other areas.
- viii. **Dust and particle containment** - Dust and particles are to be contained within each work area and kept out of areas not to be treated. The use of high-efficiency particulate absorbing (HEPA) filters is anticipated to be used to filter air out of enclosed areas and into halls. There are no windows or doors available to exhaust air to the outside (except at the bottoms of the four stairwells). Plastic containment barriers are to be installed and maintained in areas being treated.
- ix. **Painting** See Exhibit "6" section 099100 – interior painting
 - 1. New colors shall closely match those already in use on the site.
 - 2. Paint material shall be two (2) coats of grey blue, Benjamin Moore concrete coating, to match two (2) coats of grey Sherwin Williams metal paint with Rust-Oleum
- g. Contractor shall conduct a thorough cleanup of fixtures, floors, corners, crevices, and rails, to be completed and accepted prior to the end of the project.
- h. Awarded contractor may wish to consider cleaning each floor as work moves along to avoid delays in final acceptance.
- i. PBSO will conduct a daily tool inventory at entry and exit from the site. Tools brought into the sight must be listed for crosschecking upon exiting the site. PBSO may conduct a weekly tool inventory of the tool chest box.
- j. The Contractor shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.
- k. A construction schedule shall be submitted for review and approval prior to the pre-construction meeting. Schedule shall including a start date, sequence of work, cell closures for day and week, substantial completion date, and work plan to define when specific work will be done.
- I. **ON-SITE STORAGE**
 - i. Remove all waste materials from the job site daily. Tools, ladders, and equipment must be stored outside of the facility in a lockable contractor-supplied metal storage container (Conex) which may be stored on site.

- ii. After the NTP is issued the contractor will submit, for review and approval, a plan to lock/disable any large equipment or compressors.
- iii. Paint and assorted tools, mixers etc., shall be stored in a contractor-supplied lockable metal shipping container/Conex outside of the building. The container will remain behind two sets of lockable detention fence. The container or containers will be allowed close to the building but the exact location must be coordinated with PBSO staff to assure lines of sight and exit routes are maintained.
- m. Long pants are to be worn while working on the site. Shorts are not acceptable on this site.
- n. Three-phase power is available inside the building wings near the control rooms.
- o. Video Visitation System (VVS) Kiosk will be covered and taped. Plastic covering taped to the unit is more than sufficient.
- p. Cameras
 - i. Do not remove cameras.
 - ii. Cameras are to be covered and taped at all times during normal painting work.
 - iii. The cameras can be used during non-work hours as an added layer of protection to enhance FIRE WATCH.

3. SUBMITTALS

All submittals and shop drawings shall be sent to the County 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 County Project Manager to make the 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 the brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval to the Project Manager. Such submittals shall include as much details, and information, as required by the County Project Manager, to evaluate the proposed substitution.

4. MATERIALS

- a. All material shall meet or exceed Florida Building Code (latest edition). Product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Deliver materials in their original, unopened packages, and protected from exposure to the elements. Do not use damaged or deteriorated materials.

5. TEMPORARY PROTECTION

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

6. PROJECT CONDITIONS

The Contractor is to coordinate all space and security requirements with the Project Manager. Submit a construction schedule 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 to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by the 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 prepare 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 FBC (building code latest edition), NEC, and the 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 parts 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

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.

12. SECURITY

Prior to commencement of work, all bidders must have badged employees for CJI

Facilities as identified below.

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

If Contractor's employees or subcontractors' employees are required under this contract to enter a "critical facility" as identified in Resolution R2003-1274, those employees shall undergo a criminal history record check in order to be granted access pursuant to the latest version of Chapter 2, Article IX of the Palm Beach County Code. In addition, for access to a Palm Beach County Sheriff's Office facility, an additional criminal history records check will be required.

Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County's Electronic Services and Security Division/Access section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be charged a nominal fee for lost cards.

Although County agrees to pay for all applicable FDEL/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for all direct and indirect costs associated with complying with Ordinance 2003-030.

All contractor and sub-contractor employees will be required to attend a three (3) hour "Working among the Inmates" class given by PBSO Corrections personnel prior to working in the inmate housing area.

All contractor and sub-contractor personnel will be required to have a tool list in their possession at all time during work hours.

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT
CAPITAL IMPROVEMENTS DIVISION**

PROJECT NAME: MDC, East Tower - Interior Painting
PROJECT NUMBER: 2023-036451.1

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 6/14/2024

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "June 20, 2024 by 2:00 PM" to read "June 27, 2024 by 2:00 PM".
2. IFQ/B Page 3 - Delete item "2" and replace with the following:
 2. **SCHEDULE OF TIME FOR COMPLETION.** The time of completion for this Project will be as follows: The Contractor must substantially complete the work within ninety (90) calendar days from the Notice to Proceed from Owner.

IFQ/B ATTACHMENT C

3. **1. GENERAL:** Delete "e" and replace with the following:
 - e. Work to be completed within ninety (90) 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.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1) BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: _____

END OF ADDENDUM - 1

Page 1 of 1

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT
CAPITAL IMPROVEMENTS DIVISION**

PROJECT NAME: MDC, East Tower - Interior Painting
PROJECT NUMBER: 2023-036451.1

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 6/18/2024

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "June 27, 2024 by 2:00 PM" to read "July 18, 2024 by 2:00 PM".

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: _____

END OF ADDENDUM - 2

CERTIFICATE OF LIABILITY INSURANCE

Producer: Plymouth Insurance Agency
 2739 U.S. Highway 19 N.
 Holiday, FL 34691
 (727) 938-5562

Date
12/12/2023

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.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
 2739 U.S. Highway 19 N.
 Holiday, FL 34691

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	
		GENERAL LIABILITY <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	\$
		AUTOMOBILE LIABILITY <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)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> 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 08-06-12 (JG)Reissued 12/10/12 (SH) / Reissued 12/9/13 (SH) / REISSUE 03-28-19 (KLR). REISSUE 03-11-20 (PH). REISSUE 01-22-21 (SS)

Begin Date: 11/27/2003

CERTIFICATE HOLDER
 PALM BEACH COUNTY
 CAPITAL IMPROVEMENT DIVISION
 2633 VISTA PKWY
 WEST PALM BEACH, FL 33411

CANCELLATION
 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.

John T. Lane

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/13/2024

PHONE: (561)233-0236

PROJECT MANAGER: Jeff Halverson, Project Manager

PROJECT TITLE: MDC, East Tower - Interior Painting
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
BCC RESOLUTION#:
DATE:

REQUESTED AMOUNT: \$2,312,856.00

eFDO # / PROJECT NUMBER: 2023-036451.1 / P-2024-000785

W.O. NUMBER: 24-001

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 3228 Gun Club Road, West Palm Beach, FL

BUILDING NUMBER: 112

CONSULTANT/CONTRACTOR: Joe Schmidt Construction, Inc. (Painting & weatherproofing)

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 interior painting per Attachment "C" and addenda 1 and 2 provided by Capital Improvements Division.

CONSTRUCTION	\$2,300,000.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 12,856.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$2,312,856.00

* 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: 3950 DEPT: 411 UNIT: 2019 OBJ: 4907

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

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ 2,312,856.00)
- 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]

DATE 8/14/2024

ENCUMBRANCE NUMBER: KDO 092724-2744 MK



September 23, 2024

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

RE: Joe Schmidt Construction, Inc

Bond No. 609-101624-7
Project: 2023-036451.1 – MDC East Tower Interior Painting

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: SEP 27 2024

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

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 609-101624-7

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: 2023-036451.1 – MDC East Tower Interior Painting

LOCATION: 3228 Gun Club Road, West Palm Beach, FL

PUBLIC CONSTRUCTION BOND

BOND NUMBER 609-101624-7

BOND AMOUNT Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00)

CONTRACT AMOUNT Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00)

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: _____

SURETY'S ADDRESS: United States Fire Insurance Company
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: MDC, East Tower - Interior Painting

PROJECT NUMBER: 2023-036451.1

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

DESCRIPTION OF WORK: To provide interior painting

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 3228 Gun Club Road, West Palm Beach, FL

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 herein below defined, in the amount of

Dollars \$ \$2,300,000.00

[Two Million Three Hundred Thousand]

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: MDC, East Tower - Interior Painting
Project No.: 2023-036451.1
Project Description: To provide interior painting
Project Location: 3228 Gun Club Road, West Palm Beach, FL

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 to provide interior painting, 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 SEP 27 2024, 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)

Kailee Rosenhaus
Attest as the signature of Surety

Kailee Rosenhaus, 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 (MDC, East Tower - Interior Painting, Project No. 2023-036451.1) 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

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 _____ day of _____ 2024

UNITED STATES FIRE INSURANCE COMPANY



SEP 27 2024

Alfred N. Wright

Alfred N. Wright, Senior Vice President