

## **AGREEMENT FOR BOARDWALK REPLACEMENT AT ALFRED A. RING NATURE PARK**

This Agreement is by and between CITY OF GAINESVILLE, a Florida municipal corporation ("Owner") and MKM QUALITY CONSTRUCTION, INC., a Florida corporation ("Contractor").

Terms used in this Agreement have the meanings stated in the Standard General Conditions included in the Invitation to Bid.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

### **ARTICLE 2—THE PROJECT**

2.01 Contractor shall replace the walking surface and top handrails of all existing boardwalks, including the repair/replacement of all deteriorated structural components that are uncovered during construction at Alfred Ring Park located at 2424 NW 23rd Blvd, Gainesville, FL 32605, as further described in the Contract Documents in Article 7, below.

### **ARTICLE 3—PROJECT MANAGER/CONSULTANT**

3.01 The Owner has assigned Peter McNiece ("Project Manager") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Project Manager in this Agreement.

3.02 The Work has been designed by Walker Architects, Inc. ("Consultant").

### **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the Standard General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the Standard General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$100.00 for each day that expires after the time (as duly adjusted pursuant to the Agreement) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Agreement) for completion and readiness for final payment, Contractor shall pay Owner \$100.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently.

#### **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under this Agreement:
- A. A lump sum of Three Hundred Thirty-Seven Thousand Three Hundred Sixty-Nine Dollars (\$337,369.00).
  - B. Owner's Contingency is \$10,000.00.

#### **ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the Standard General Conditions. Applications for Payment will be processed by Project Manager as provided in the Standard General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Agreement. All such payments will be measured by the Schedule of Values established as provided in the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Agreement.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Agreement.
    - a. 95 percent of the value of the Work completed (with the balance being retainage). Once the project reaches 50% or more completion of construction services (payment will result in expenditure of over 50% of the total cost of construction services, as identified in the Agreement, including additions or deletions approved up to and including this pay request), and upon Contractor's request, Owner will disburse 50% of previously withheld retainage.; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the Standard General Conditions, and less 200 percent of Project Manager's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Project Manager in accordance with Paragraph 15.06 of the Standard General Conditions.

#### 6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of two percent (2%) per annum.

### **ARTICLE 7—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Statutory Payment and Performance Bond.
  - b. Warranty Bond.
3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
4. Addendum No. 1 dated August 7, 2024.
5. Invitation to Bid No. WSPP-240046-WB dated July 10, 2024, including the Standard General Conditions and Alfred A. Ring Park Boardwalk Plans attached to the ITB.
6. Contractor's Bid dated August 12, 2024.

B. The Contract Documents listed in Paragraph 7.01.A are attached to and incorporated into this Agreement (except as expressly noted otherwise above). In the event of conflict between Contract Documents, the order of precedence shall be the order listed above.

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Agreement.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Instructions to Bidders, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Agreement.
  - 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 8. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
  - 9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



10. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Agreement to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Agreement.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Agreement are EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout).

### **ARTICLE 9 – MISCELLANEOUS**

#### 9.01 *Terms*

Terms used in this Agreement will have the meanings stated in the Standard General Conditions.

#### 9.02 *Assignment of Contract*

Unless expressly agreed to elsewhere in the Agreement, no assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Records and Right to Audit*

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the Owner. These records shall be kept for a minimum of 5 years after termination of the Agreement. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

9.06 *Verification of Employees*

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

9.07 *Anti Human Trafficking*

On or before the Effective Date of this Agreement and, in addition, on or before the effective date of each renewal or extension of this Agreement, the Contractor shall provide the Owner with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

9.08 *Anti-Discrimination*

Contractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Agreement. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of the Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

#### 9.09 *Waiver of Jury Trial*

**OWNER AND CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT, LEGAL ACTION, LITIGATION OR COUNTERCLAIM BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR OWNER AND CONTRACTOR TO ENTER INTO THIS AGREEMENT.**

#### 9.10 *Public Records*

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the Owner, Contractor must:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-393-8187, waiteed@gainesvillefl.gov, P.O. Box 490, Box 24, Gainesville, FL 32627.**

#### 9.11 *Independent Contractor*

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which Owner's employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract Documents. Contractor understands and agrees that as an

independent contractor, Contractor and its officers, agents and employees are not entitled to any wages or benefits due to Owner's employees.

#### 9.12 Notices.

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and (1) delivered in person; (2) sent by certified, return receipt requested, United States Mail to the address below; or (3) sent by email to the email address, below, and the sender receives a read receipt or an acknowledgement that recipient has received the email (if the sender receives an automated message that the email has not been delivered, the email does not constitute notice). Notices shall be effective when received at the address as specified below. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice. For Owner:

City of Gainesville, Wild Spaces & Public Places

P.O. Box 490, Station 24

Gainesville, FL 32627

Attn: Peter McNiece

mcneicepr@cityofgainesville.org

For Contractor:

MKM Quality Construction, Inc.

1220 Sleepy Hollow Road

Mexico Beach, FL 32456

Attn: Maria Montauderes

mkmflconstruction@gmail.com

License No.: CBC1267434


*(where applicable)*

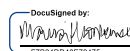
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

CITY OF GAINESVILLE:

MKM QUALITY CONSTRUCTION, INC.:

DocuSigned by:  
  
11047480240416

DocuSigned by:  
  
F7B340D46E7B475

By: Cynthia W. Curry

By: Maria Montauderes

Title: City Manager

Title: President

Date: 10/29/2024

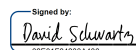
Date: 10/22/2024

License No.: CBC1267434

*(where applicable)*

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Approved as to Form and Legality:

Signed by:  
  
City Attorney



## ADDENDUM NO. 1

Date: August 7, 2024

Bid Due Date: August 13, 2024 at 3:00 P.M.

Bid Name: Boardwalk Replacement at A. Ring Park

Bid No.: WSPP-240046-WB

NOTE: This Addendum #1 has been issued only to the bidholders of record.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:

- a) Answer to questions presented prior to the Question Submittal Due Date of August 6, 2024.
- b) Photos of railing cut out and bench seat
- c) Copy of the Cone of Silence information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters).

Question: Does the above project currently have an estimated value and a mobilization date?

Answer: There is no estimate for the cost of this work. The City of Gainesville will be funding this project with funds from the Wild Spaces & Public Places program.

Question: Page 84 of the bid document has "6.04 Builder's Risk and Other Property Insurance" paragraph crossed out, except for a small part of paragraph B, after that everything referring to Builder's risk states "in accordance with paragraph 6.04". Will builder's risk insurance be required for this project?

Answer: Builder's Risk insurance is not required on this project.

Question: The metal rails stay, correct?

Answer: Yes just the decking gets changed out, as well as the wooden hand rails. If additional support structure is found to be in poor shape, The City of Gainesville will negotiate a Change Order for any structural members that need to be replaced. At boardwalks where there is only a toe kick, replace the top rail and lower spacers with WearDeck material to match new deckboards.

Question: Do the slopes need to meet ADA requirements?

Answer: The slopes need to meet the specifications in the bid document and attachments.

Question: Can we use some of the parking lot as a staging area?

Answer: You should use the service entrance area and pavilion. Please bear in mind that the security of these areas is the contractor's responsibility. There are also areas along the side of the trails where materials can be staged. The contractor is welcome to stage and/or store tools, equipment, and materials at the site at their own risk. The City of Gainesville assumes no responsibility for their security.

Question: Is it the City's intention to keep the park open while construction is going on?

Answer: Alfred Ring Park will be closed during construction. The City of Gainesville will erect signs and barrier tape to inform park visitors.

Question: Is there power in this area?

Answer: There is one receptacle near the koi pond. Generators are recommended.

Question: Is this marine-grade decking or a composite?

Answer: It's a composite called WearDeck. WearDeck is 2"x 6" and 2"x 8" as per the bid documents.

Question: Are there any working hour restrictions?

Answer: Please adhere to Standard Gainesville permissible working hours, which are sunrise to sunset.

Question: Is there a timeframe in which this project needs to be completed? What about liquidated damages?

Answer: Contractors are required to achieve Substantial Completion within 120 days of receiving a Notice to Proceed. Failure to do so will result in liquidated damages in the amount of \$100 per day. The Notice to Proceed is usually issued within 30-60 days of Bid Opening and every effort will be made to coordinate the start of work with the successful contractor's existing workload.

Question: Low rails, should they be WearDeck too?

Answer: At boardwalks where there is only a toe kick, replace the top rail and lower spacers with WearDeck material to match new deckboards.

Question: What about the wooden benches?

Answer: The successful contractor "shall be responsible for replicating the design of the existing bench and lowered top handrail boards at the southern terminus of the trail. In addition to replacing that one, build two more identical benches (with modified top handrail boards) at the observation deck. Use WearDeck material. Pictures attached.

Question: Is a Bid Bond required?

Answer: No, a Bid Bond is not required. If your bid is over \$200,000, the State requires a Performance and Payment bond. And no Builder's Risk Insurance required.

Question: Would a Worker's Comp Exemption be acceptable for this project?

Answer: Yes

Question: Are modifications to the trails permitted?

Answer: Contractors may make temporary modifications to the existing trails as long as no trees are removed and the impact is not permanent.

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



ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



BENCH SEAT





RAILING CUT-OUT

# CITY OF \_\_\_\_\_ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

## **41-524      Prohibition of Lobbying in Procurement Matters**

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

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*Budget and Finance Department*

Purchasing Division

Station 32 • P.O. Box 490 • Gainesville, FL 32602-0490

Phone 352.334.5021 • FAX 352.334.3163

# AWARD NOTIFICATION

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**BID:**

WSPP-240046-WB

**BID OPENING DATE:**

August 13, 2024

**AWARD RECOMMENDATION:**

**MKM QUALITY CONSTRUCTION, INC.**

## 5. 2024-685 Invitation to Bid Award Recommendation for the Boardwalk Replacement at Alfred A. Ring Nature Park Project (B)

### > Video

### ~ Details



#### Item Title

2024-685 Invitation to Bid Award Recommendation for the Boardwalk Replacement at Alfred A. Ring Nature Park Project (B)

#### Attachments

2024-685 Agenda Item - Alfred A. Ring Park Boardwalk Bid Award 20240919.pdf  
2024-685A Alfred A. Ring Park Boardwalk Award Recommendation 20240919.pdf  
2024-685B Alfred A. Ring Park Boardwalk Bid Record 20240919.pdf  
2024-685C Alfred A. Ring Park Boardwalk ITB 20240919.pdf  
2024-685D Alfred A. Ring Park Boardwalk Plans 20240919.pdf  
2024-685E Alfred A. Ring Park Boardwalk Map 20240919.pdf  
2024-685F Alfred A. Ring Park Boardwalk Specifications 20240919.pdf  
2024-685G Alfred A. Ring Park Boardwalk 2011 Plans 20240919.pdf  
2024-685H Alfred A. Ring Park Boardwalk Addendum 1 20240919.pdf  
2024-685I Small Business Efforts Checklist 20240919.pdf  
2024-685J Industrial Maintenance Services ITB Submittal Response 20240919.pdf  
2024-685K MKM Quality Construction, Inc ITB Submittal Response 20240919.pdf  
2024-685L Shore Builders, Inc ITB Submittal Response 20240919.pdf  
2024-685M Underwater Engineering Services, Inc ITB Submittal Response 20240919.pdf  
2024-685N Waterfront Solutions of New England ITB Submittal Response 20240919.pdf

### ~ Votes

#### Recommendation - Majority (Voted)

1

Moved: Commissioner Eastman  
Seconded: Mayor Pro Tempore Chestnut  
Result: Approved On Consent

**Recommendation:** The City Commission 1) approve the Invitation to Bid award to MKM Quality Construction, Inc. in the amount of \$337,369.00 and 2) authorize the City Manager, or their designee, to execute all contract documents and other necessary documents, subject to approval by the City Attorney as to form and legality.



(352) 334-5021(main)  
Issue Date: 7/10/24

## Boardwalk Replacement at Alfred Ring Park

**QUESTION SUBMITTAL DUE DATE:** August 6, 2024

### SUMMARY OF SCOPE OF WORK:

For questions relating to this bid, contact: Wendy Byrne, [byrnewm@cityofgainesville.org](mailto:byrnewm@cityofgainesville.org)

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # \_\_\_\_\_

Legal Name of Bidder: MKM Quality Construction Inc. María Montañones

DBA: MKM Quality Construction Inc.

Authorized Representative Name/Title: Maria Montauderes / President

E-mail Address: MKMFConstruction@gmail.com FEIN: 88-1584255

Street Address: 1220 Sleepy Hollow Rd Mexico Beach FL 32456

Mailing Address (if different): \_\_\_\_\_

Telephone: (850) 955-4663

Fax: ( )

By signing this form, I acknowledge I have read and understand, and my firm complies with the Standard Conditions of the Construction Contract and requirements set forth herein; and,

☒ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Mary Nichols

SIGNER'S PRINTED NAME: Maria Montanareds DATE: 8/12/2024

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted electronically through “E-Bidding” on DemandStar.com to:  
**City of Gainesville, 200 East University Avenue, Room 339 – Gainesville, Florida 32601.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bidder Qualification Statement with supporting data

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 337,369
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- 3.02 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.

## ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with



Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

Liquidated Damages Rate (from Agreement): \$ 100.00 /day.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

**5.01 Bid Acceptance Period**

A. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**5.02 Instructions to Bidders**

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**5.03 Receipt of Addenda**

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
<u>1</u>	<u>AUGUST 7<sup>th</sup>, 2024</u>

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

**6.01 Bidder's Representations**

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Instructions to Bidders, with respect to the Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Instructions to Bidders or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and  
(c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

MKM Quality Construction Inc

(typed or printed name of organization)

By:

Maria Montaures

(individual's signature)

Name:

Maria Montaures

(typed or printed)

Title:

President

(typed or printed)

Date:

8/12/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Alexander Montaures

(individual's signature)

Name:

Alexander Montaures

(typed or printed)

Title:

Secretary

(typed or printed)

Date:

8/12/2024

(typed or printed)

Address for giving notices:

1220 Sleepy Hollow Road  
Mexico Beach FL 32456

Bidder's Contact:

Name:

Maria Montaures

(typed or printed)

Title:

President

(typed or printed)

Phone:

850-955-4663

Email:

MKMFLconstruction@gmail.com

Address:

1220 Sleepy Hollow Road  
Mexico Beach, FL 32456

Bidder's Contractor License No.: (if applicable)

CBC1267434



DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

MKM Quality Construction Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Maria Montenegro

Bidder's Signature

8/12/2024

Date

CITY OF GAINESVILLE

**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: Maria Montalvo

Firm Name: MKM Quality Construction Inc.

Subscribed and sworn to before me this 12 day of August 2024

Danny Loo Cobb  
Notary Public

My Commission expires 11-8-2027, 20  



Proposer's E.I. Number: 88-1584255

(Number used on Employer's Quarterly Federal tax return)

## ARTICLE 1—GENERAL INFORMATION

### 1.01 Provide contact information for the Business:

Legal Name of Business:		MKM Quality Construction Inc.	
Corporate Office			
Name:	Maria Montauderes	Phone number:	850-955-4663
Title:	President	Email address:	mkmfconstruction@gmail.com
Business address of corporate office:			
1220 Sleepy Hollow Road			
Mexico Beach, FL 32456			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

### 1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	3/17/2022	State in which Business was formed:	Florida
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	



1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	—	Affiliation:	—
Address:	—		
Name of business:	—	Affiliation:	—
Address:	—		
Name of business:	—	Affiliation:	—
Address:	—		

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Maria Montaudoules	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ 100%
Name:	—	Title:	—
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	—	Title:	—
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	—	Title:	—

## ARTICLE 2—LICENSING

2.01 Licenses held by Business.

Provide information regarding licensure for Business:

Name of License:	Certified Building Contractors License		
Licensing Agency:	Department of Business and Professional Regulation		
License No:	CBC1267434	Expiration Date:	August 31 <sup>st</sup> , 2026
Name of License:	—		
Licensing Agency:	—		
License No:	—	Expiration Date:	—

### ARTICLE 3—SURETY INFORMATION

- 3.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Surety Bond Professionals / Gray Surety Company		
Surety is a corporation organized and existing under the laws of the state of:	Florida		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	205 Union Street Natick, MA 01760		
Physical Address (principal place of business):	u u u		
Phone (main):	781-559-0568	Phone (claims):	954-367-9981

### ARTICLE 4—INSURANCE

- 4.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Seascope Insurance group	Attached at end of proposal
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	106 Reid Avenue		
	Port Saint Joe, FL 82456		
Physical Address (principal place of business):	u		
	u		
	u		
Phone (main):	918-794-3201	Phone (claims):	N

#### ARTICLE 5—EXPERIENCE WITH SIMILAR PROJECTS (SCOPE AND COMPLEXITY)

5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	8
Estimate of revenue for the current year:	\$600,000
Estimate of revenue for the previous year:	\$400,000

5.02 Provide information regarding the Business's previous experience with similar projects.

Years of experience with projects like the proposed project:			
As a general contractor:	2	As a joint venturer:	—
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Provide full details in a separate attachment if the response to any of these questions is Yes.

- 5.03 List three projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

**ARTICLE 6—LOCAL PREFERENCE**

Local Preference requested:

☐ YES

☒ NO

**ARTICLE 7—REQUIRED ATTACHMENTS**

- 7.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Evidence of authority for individuals listed in Paragraph 1.04 of the Qualifications Statement to bind organization to an agreement.
- C. Any licenses required to perform this type of work.
- D. Schedule B (Previous Experience with Similar Projects).
- E. Evidence of Bidder's authority to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- F. Copy of SunBiz Registration or SunBiz Document Number
- G. Letter from Bonding Company; Evidence that Bidder can obtain a Payment and Performance Bond on the project if it is awarded the bid
- H. Drug Free WorkPlace Form
- I. Affidavit of Non-Collusion
- J. Business Tax Receipt (if you are requesting Local Preference)

This Statement of Qualifications is offered by:

Business: MKM Quality Construction Inc.  
(typed or printed name of organization)

By: Maria Montaures  
(individual's signature)

Name/Title: Maria Montaures / President  
(typed or printed)

Date: 8/12/2024  
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Alexander Montaures  
(individual's signature)

Name/Title: Alexander Montaures Secretary  
(typed or printed)

Address for giving notices:

1220 Sleepy Hollow Road  
Mexico Beach FL 32456

Designated Representative:

Name: Maria Montaures  
(typed or printed)

Title: President  
(typed or printed)

Address: 1220 Sleepy Hollow Road  
Mexico Beach FL 32456

Phone: 850-955-4663

Email: mkmpconstruction@gmail.com



## Schedule B—Previous Experience with Similar Projects

u/m

Name of Organization	<del>Franklin County</del> MKM Quality Construction Inc.			
Project Owner	Franklin County	Project Name	3rd Street Dune Walkover	
General Description of Project	Approx 1127 sqft new dune walkover bxb piles frame rail			
Project Cost	~\$55,000	Date Project	3/2023 - 4/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Maria Montanaredes	u	u	u
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Erin Griffith	Fiscal Manager	Franklin County	850-323-0519
Designer				
Construction Manager				

Project Owner	Franklin County	Project Name	8th, 9th, 10th St Dune Walkover	
General Description of Project	Demo existing (3) dune walkovers, build (3) new dune walkovers			
Project Cost	~\$195,000	Date Project	11/2023 - 1/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Maria Montanaredes	u	u	u
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Erin Griffith	Fiscal Manager	Franklin County	850-323-0519
Designer				
Construction Manager				

Project Owner	Town of Longboat Key	Project Name	Joan M. Durante Park	
General Description of Project	Demo and rebuild (9) wood walkovers through mangroves			
Project Cost	~\$154,000	Date Project	2/2024 - 4/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Maria Montanaredes	u	u	u
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Kari Kennedy	procurement manager	Town of Longboat Key	941-316-1943
Designer				
Construction Manager				



August 13, 2024

City of Gainesville  
Procurement Division  
200 E University Avenue, Rm 339  
Gainesville, FL 32601

RE: MKM Quality Construction Inc. - 1220 Sleepy Hollow Road, Mexico Beach, FL 32456  
Project: #WSPP-240046-WB Boardwalk Replacement at Alfred Ring Park

To Whom It May Concern:

MKM Quality Construction Inc. is a highly regarded and valued client of Surety Bond Professionals, Inc. and The Gray Insurance Company. Surety Bond Professionals, Inc. and The Gray Insurance Company are both very impressed with MKM Quality Construction Inc. experience and professionalism. Throughout their relationship, The Gray Insurance Company has provided all of the surety bonds that MKM Quality Construction Inc. clients have requested.

With respect to MKM Quality Construction Inc. bonding needs, please be advised that The Gray Insurance Company is willing to support individual projects with contract values of \$500,000 and corresponding backlogs of approximately \$500,000.

Naturally, as is customary within the surety industry, the approval of any bid or final bonds will be subject to a favorable underwriting review of project specifics, including contract terms, conditions, bond forms and verification of complete project financing by both MKM Quality Construction Inc. and The Gray Insurance Company at the time a bond request is made by MKM Quality Construction Inc. to its Surety. We assume no liability to you or to third parties by issuance of this letter.

Surety Bond Professionals, Inc. and The Gray Insurance Company strongly recommend MKM Quality Construction Inc. to you. Please feel free to contact this office at 781-559-0568 should you have any questions regarding the bonding capacity or technical ability of MKM Quality Construction Inc.

Sincerely,

Mark D. Leskanic  
Attorney-in-Fact

P.O. Box 6202, Metairie, LA 70009  
504-888-7790  
[www.graysurety.com](http://www.graysurety.com)



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** N/A **Principal:** MKM Quality Construction Inc.

**Project:** #WSPP-240046-WB Boardwalk Replacement at Alfred Ring Park

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13<sup>th</sup> day of August, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13<sup>th</sup> day of August, 2024.

*Leigh Anne Henican*







Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MONTAUREDES, MARIA KAY**

MKM QUALITY CONSTRUCTION INC.  
1220 SLEEPY HOLLOW ROAD  
MEXICO BEACH FL 32456

**LICENSE NUMBER: CBC1267434**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)

ISSUED: 06/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Project Description	Project Location	Contract Value	Owner's Contact Information
3 <sup>rd</sup> Street Dune Walkover- Install new dune walkover approximately 1127 sqft, 6x6 piles, frame and decking 03/2023-04/2023	Saint George Island, FL	~\$55,000	Franklin County, 33 Market Street Apalachicola, FL 32320 Erin Griffith <a href="mailto:erin@franklincounty.com">erin@franklincounty.com</a> 850-323-0519
8 <sup>th</sup> , 9 <sup>th</sup> , and 10 <sup>th</sup> Street Dune Walkovers – Demo existing walkovers, install new with 6x6 piles, frame, and decking 11/2023-1/2024	Saint George Island, FL	~\$195,000	Franklin County, 33 Market Street Apalachicola, FL 32320 Erin Griffith <a href="mailto:erin@franklincounty.com">erin@franklincounty.com</a> 850-323-0519
Dockside Marina – 3000 sqft of enclosed structures, concrete, rebar, wood wall framing, etc. 12/2021-10/2022	Mexico Beach, FL	~\$200,000	Tom Marquardt 1208 Sleepy Hollow Road Mexico Beach, FL 32456 850-227-8670
Carrabelle Health Department Re-roof – Remove and replace roof with 24 gauge standing seam metal roof 10/2023-11/2023	Carrabelle, FL	~\$50,000	Franklin County, 33 Market Street Apalachicola, FL 32320 Erin Griffith <a href="mailto:erin@franklincounty.com">erin@franklincounty.com</a> 850-323-0519
Dune walkover construction over the dune refurbishment 3/2023-4/2023	Cape San Blas, FL	~\$25,000	7921 Cape San Blas Road Port Saint Joe, FL 32456 <a href="mailto:jeffwarmann@gmail.com">jeffwarmann@gmail.com</a> Jeff Warmann 469-400-9740





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

MKM QUALITY CONSTRUCTION INC.

### Filing Information

**Document Number** P22000024448  
**FEI/EIN Number** 88-1584255  
**Date Filed** 03/17/2022  
**State** FL  
**Status** ACTIVE

### Principal Address

1220 SLEEPY HOLLOW ROAD  
MEXICO BEACH, FL 32456

### Mailing Address

1220 SLEEPY HOLLOW ROAD  
MEXICO BEACH, FL 32456

### Registered Agent Name & Address

INC AUTHORITY RA  
390 NORTH ORANGE AVE., STE 2300-N  
ORLANDO, FL 32801

### Officer/Director Detail

#### **Name & Address**

Title D

MONTAUREDES, MARIA  
1220 SLEEPY HOLLOW ROAD  
MEXICO BEACH, FL 32456

### Annual Reports

Report Year	Filed Date
2023	04/27/2023
2024	02/14/2024

### Document Images

[02/14/2024 -- ANNUAL REPORT](#) [View image in PDF format](#)

[04/27/2023 -- ANNUAL REPORT](#) [View image in PDF format](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Seascope Insurance Group Inc. 202 Business Park Dr  Lynn Haven FL 32444		<b>CONTACT NAME:</b> Service <b>PHONE (A/C, No, Ext):</b> (918) 508-2904 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Service@amfig.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Berkshire Hathaway Direct Insurance Company	
		<b>INSURER B:</b> PROGRESSIVE EXPRESS INS CO	
		<b>INSURER C:</b> Westchester Surplus Lines Insurance	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			N9BP824789	12/17/2023	12/17/2024	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY			976449429	01/12/2024	01/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$	
		<input type="checkbox"/> CLAIMS-MADE					\$	
	DED		RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N9WC481876	01/13/2024	01/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N/A				Y	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			G74395922001	01/12/2024	01/12/2025	General Aggregate 1,000,000 Contractors Pollution 1,000,000	

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

**CERTIFICATE HOLDER****CANCELLATION**

Gulf county building department

1000 Cecil B Costin Sr Blvd  
Room 400  
Port ST Joe FL 32456

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jason Davis

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## ADDENDUM NO. 1

Date: August 7, 2024

Bid Due Date: August 13, 2024 at 3:00 P.M.

Bid Name: Boardwalk Replacement at A. Ring Park

Bid No.: WSPP-240046-WB

NOTE: This Addendum #1 has been issued only to the bidholders of record.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:

- a) Answer to questions presented prior to the Question Submittal Due Date of August 6, 2024.
- b) Photos of railing cut out and bench seat
- c) Copy of the Cone of Silence information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters).

Question: Does the above project currently have an estimated value and a mobilization date?

Answer: There is no estimate for the cost of this work. The City of Gainesville will be funding this project with funds from the Wild Spaces & Public Places program.

Question: Page 84 of the bid document has "6.04 Builder's Risk and Other Property Insurance" paragraph crossed out, except for a small part of paragraph B, after that everything referring to Builder's risk states "in accordance with paragraph 6.04". Will builder's risk insurance be required for this project?

Answer: Builder's Risk insurance is not required on this project.

Question: The metal rails stay, correct?

Answer: Yes just the decking gets changed out, as well as the wooden hand rails. If additional support structure is found to be in poor shape, The City of Gainesville will negotiate a Change Order for any structural members that need to be replaced. At boardwalks where there is only a toe kick, replace the top rail and lower spacers with WearDeck material to match new deckboards.

Question: Do the slopes need to meet ADA requirements?

Answer: The slopes need to meet the specifications in the bid document and attachments.

Question: Can we use some of the parking lot as a staging area?

Answer: You should use the service entrance area and pavilion. Please bear in mind that the security of these areas is the contractor's responsibility. There are also areas along the side of the trails where materials can be staged. The contractor is welcome to stage and/or store tools, equipment, and materials at the site at their own risk. The City of Gainesville assumes no responsibility for their security.

Question: Is it the City's intention to keep the park open while construction is going on?

Answer: Alfred Ring Park will be closed during construction. The City of Gainesville will erect signs and barrier tape to inform park visitors.

Question: Is there power in this area?

Answer: There is one receptacle near the koi pond. Generators are recommended.

Question: Is this marine-grade decking or a composite?

Answer: It's a composite called WearDeck. WearDeck is 2"x 6" and 2"x 8" as per the bid documents.

Question: Are there any working hour restrictions?

Answer: Please adhere to Standard Gainesville permissible working hours, which are sunrise to sunset.

Question: Is there a timeframe in which this project needs to be completed? What about liquidated damages?

Answer: Contractors are required to achieve Substantial Completion within 120 days of receiving a Notice to Proceed. Failure to do so will result in liquidated damages in the amount of \$100 per day. The Notice to Proceed is usually issued within 30-60 days of Bid Opening and every effort will be made to coordinate the start of work with the successful contractor's existing workload.

Question: Low rails, should they be WearDeck too?

Answer: At boardwalks where there is only a toe kick, replace the top rail and lower spacers with WearDeck material to match new deckboards.

Question: What about the wooden benches?

Answer: The successful contractor "shall be responsible for replicating the design of the existing bench and lowered top handrail boards at the southern terminus of the trail. In addition to replacing that one, build two more identical benches (with modified top handrail boards) at the observation deck. Use WearDeck material. Pictures attached.

Question: Is a Bid Bond required?

Answer: No, a Bid Bond is not required. If your bid is over \$200,000, the State requires a Performance and Payment bond. And no Builder's Risk Insurance required.

Question: Would a Worker's Comp Exemption be acceptable for this project?

Answer: Yes

Question: Are modifications to the trails permitted?

Answer: Contractors may make temporary modifications to the existing trails as long as no trees are removed and the impact is not permanent.

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

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: MKM Quality Construction Inc.

BY: Maria Montanareds Maria Montanareds

DATE: 8/12/2024