

NOTE TO BIDDER: Use preferably BLACK ink for completing this BID form.

### **BID FORM**

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: MOORING FIELD INSPECTIONS/REPLACEMENTS  
ITB #21-004

Bidder's contact person for additional information on this BID:

Company Name: CONSOR Engineers, LLC dba U.S. Underwater

Address: 123 Sentry Drive, Mansfield, TX 76063

Contact Name & Telephone #: Rachel Potter - 817-447-7321

Email Address: rpotter@consoreng.com

#### **BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

#### **CERTIFICATES OF INSURANCE**

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications

and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Type of Insurance	Limits	Comments
Commercial General Liability	\$1,000,000	The proposers may have these coverages combined in 1 policy
Watercraft Liability	\$1,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
USL&H and Jones Act Coverage	\$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

The City of Key West confirms that the scope of services specified in the Contract requires work on or near a navigable waterway. Water description: City of Key West Mooring Field. Therefore, the CONTRACTOR's workers' compensation policy shall be endorsed to provide the following:

- Workers Compensation/Employer Liability
- USL&H Coverage (Longshore and Harbor Workers' Compensation Act) Endorsement
- WC 000106A
- Jones Act Coverage\* Endorsement WC 000201A

**Note:** Jones Act (Crew) coverage may be provided under the P&I policy, if Contractor is using an OWNED vessel during the course of the work.

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

#### SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete each inspection within the first two (2) weeks of the month that an inspection is required. Normal Inspections will be conducted in March, July, and November of each year. However, first inspection will occur in January 2021.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$100** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default. Weather delays will be considered.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, \_\_\_\_\_, \_\_\_\_\_. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

#### UNIT PRICE WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

**TOTAL UNIT PRICE BASE BID**

<u>ITEM</u>	<u>NO. UNITS</u>	<u>UNITS</u>	<u>\$ PER UNIT</u>	<u>TOTAL FOR ONE EVENT</u>
Inspection/ Replacement of mooring system	149	ea	<u>\$420.00</u>	<u>\$62,580</u>

**Total in Words:** Sixty two thousand five hundred eighty dollars

\*Note: The above total price for Inspection/Replacement reflects the total cost for one inspection event and replacement of City provided full rig (excluding anchor) if necessary. The award of the contract will be based on this price (lowest/responsive bidder). However, the City will enter into a three (3) year contract for three (3) inspections per year with the lowest/responsive bidder. An increase to the unit price of the contract will be allowed on each anniversary date of the contract. Increase will be based on the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Additional inspections may be requested at the above price due to storm or other events. The contract may be extended for two (2) year terms following the requirements set forth in the bid document.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

149 mooring structure inspections	
Inspection reports	
Repairs required by contract	*All items est. \$62,580.00

**SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the Contract:

N/A- No subcontractors

Name

Street

City

State

Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

SURETY

\_\_\_\_\_  
whose address is

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

BIDDER

The name of the Bidder submitting this Bid is

CONSOR Engineers, LLC dba U.S. Underwater doing business at

123 Sentry Drive

Mansfield

TX

76063

Street

City

State

Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Rachel Potter - Director of Sales & Marketing

Bryan Nicholls - VP, Industiral Diving Operations

\_\_\_\_\_

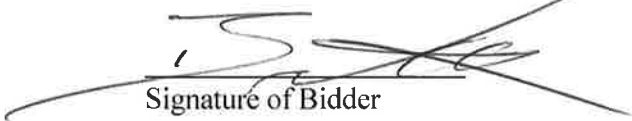
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 17 day of Dec. 2020.

  
Signature of Bidder

Title

VP-Industrial Diving Operations

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Secretary

### EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 3 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERs, and references with phone numbers. Use additional sheets if necessary.

City of Denton, TX- Lake Lewisville Buoy System Install. Contract Value: \$37,623.00. Mamun Yusuf- City Engineer; 940-349-7526

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In March of 2018, USU was contracted to install 118 buoys to create a perimeter around the City's pump station. U.S.

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Underwater fabricated all buoy anchors and installed the buoy system in according to the City Engineer/USACE specification.

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City of Arlington, TX- Lake Arlington Buoy System Repair. Total Contract Value: \$13,818.00. Gary Alford- Maintenance Coordinator, 817-575-8491. No Engineer involved on this project. From January 2019 - March of 2020, USU was contacted (4) times to make repairs to buoys previously installed by the City. On each trip, divers and topside crews replaced broken components of the buoy system that was damaged by storms or boaters.

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Bell County WCID #1 c/o CSA Construction- Pump Can/Buoy Install. Total Contract Value: \$44,967.00. Peter Michelena, Project Manager, 281-403-3386. Engineer- CDM Smith. In April of 2020, USU was subcontracted by CSA construction to assist with the underwater placement of (4) intake pump cans and the installation of a buoy system around a new raw water intake on Lake Belton. USU completed all work to the specification of the Owner, Contractor and Engineer.

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## KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds (Not required as part of this contract), each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_ STATE OF \_\_\_\_\_ )  
SS \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
SURETY

By

**ANTI – KICKBACK AFFIDAVIT**

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF Texas )  
 : SS  
COUNTY OF Johnson )

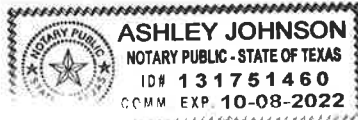
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Sworn and subscribed before me this 17th day of December,  
2020.

NOTARY PUBLIC, State of Texas at Large

My Commission Expires:



SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid or Bid for City of Key West, FL  
Underwater mooring field inspection/replacement

2. This sworn statement is submitted by CONSOR Engineers, LLC dba U.S. Underwater  
(Name of entity submitting sworn statement)

whose business address is 123 Sentry Drive, Mansfield, TX 76063

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3221706

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement \_\_\_\_\_)

3. My name is Bryan Nicholls  
(Please print name of individual signing)

and my relationship to the entity named above is Vice President - Industrial Diving Operations

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

  X   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

       There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]  
(Signature)  
12/17/2020  
(Date)

STATE OF Texas

COUNTY OF Texas

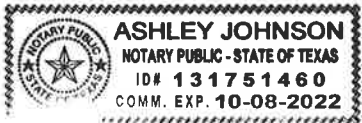
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Bryan Nicholls who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 17th day of December, 2020.

My commission expires:

Ashley Johnson  
NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

**ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT**

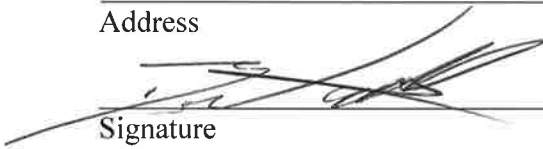
To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: 123 Sentry Drive, Mansfield, TX 76063

SEAL:

Address

  
Signature

Bryan Nicholls

Print Name

Vice President- Industrial Diving Operations

Title

DATE:

12-20-2020

**CITY OF KEY WEST INDEMNIFICATION FORM**

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: 123 Sentry Drive, Mansfield, TX 76063

SEAL:

Address

  
Signature

Bryan Nicholls

Print Name

Vice President- Diving Operations

Title

DATE: 12/20/2020

**NON-COLLUSION AFFIDAVIT**

STATE OF Texas )  
: SS  
COUNTY OF Johnson )

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

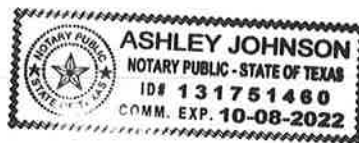
By: \_\_\_\_\_

Sworn and subscribed before me this

17th day of December, 2020

Ashley Johnson  
NOTARY PUBLIC, State of ~~Florida~~ Texas at Large

My Commission Expires: 10/08/22





**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF Texas )  
: SS  
COUNTY OF Johnson )

I, the undersigned hereby duly sworn, depose and say that the firm of CONSOR Engineers, LLC provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

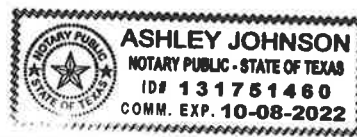
By: 

Sworn and subscribed before me this

17th Day of December, 2020.

Ashley Johnson  
NOTARY PUBLIC, State of Texas at Large

My Commission Expires: 10/08/22

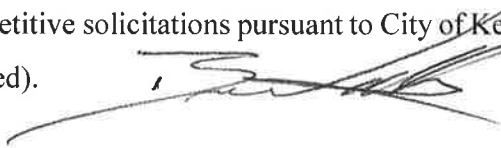


**CONE OF SILENCE AFFIDAVIT**

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF Texas )  
: SS  
COUNTY OF Johnson )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CONSOR Engineers, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).



Sworn and subscribed before me this

17th Day of December, 2020.

Ashley Johnson

NOTARY PUBLIC, State of Texas at Large

My Commission Expires: 10/08/22





**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 1**

**KEY WEST MOORING FIELD  
INSPECTION / REPLACEMENT  
ITB #21-004**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**GENERAL NOTES:**

1. All requests for information must be submitted in writing no later than December 21, 2020

**QUESTIONS & CLARIFICATIONS:**

1. Will contractor be able to work 7 days/week to inspect all 149 buoys consecutively?

**The are no restrictions on workdays**

2. Do we need to live within 30 miles of Key West to qualify to bid?

**No**

3. Must we have an address inside of the 30 miles (above) of Key west for the last year.

**No**

4. Must employ 50% of the staff also living within the 30 mile limit.

**No**

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in black ink that reads "Rachel Potter".

Signature

A handwritten signature in black ink that reads "U.S. Underwater".

Name of Business



**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 2**

**KEY WEST MOORING FIELD  
INSPECTION / REPLACEMENT  
ITB #21-004**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**CLARIFICATION:**

All requests for additional information are to be submitted to Mark Tait, Marinas Manager, by email at: [mtait@cityofkeywest-fl.gov](mailto:mtait@cityofkeywest-fl.gov)

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

*Rachel Potter*

Signature

*U.S. Underwater*

Name of Business



Ron DeSantis, Governor

Halsey Beshears, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**RESER, DAVID RAY**

INFRASTRUCTURE ENGINEERS, INC.  
2121 OLD HICKORY TREE ROAD  
SAINT CLOUD FL 34772

**LICENSE NUMBER: CGC062757**

**EXPIRATION DATE: AUGUST 31, 2022**

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



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.



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

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION

CGC062757  
CERTIFIED GENERAL CONTRACTOR  
RESER, DAVID RAY  
INFRASTRUCTURE ENGINEERS, INC.

ISSUED: 12/17/2020

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER: CGC062757**

**EXPIRATION DATE: AUGUST 31, 2022**

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

RESER, DAVID RAY  
INFRASTRUCTURE ENGINEERS, INC.  
2121 OLD HICKORY TREE ROAD  
SAINT CLOUD FL 34772



ISSUED: 12/17/2020

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

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.

L18000098678

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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18 APR 23 PM 2:58

APR 23 2018

2018 APR 23 PM 1:41

APR 23 2018

APR 23 2018

T SCHROEDER

# CT Corp.

3458 Lakeshore Drive, Tallahassee, FL 32312  
850-656-4724

**Date:** 4/23/2018

Acc#120160000072



Name:	Infrastructure Engineers, Inc. (FL)
Document #:	
Order #:	10940025 (lines 10, 11, 14)

Certified Copy of Arts & Amend:	<input type="checkbox"/>			
Plain Copy:	<input type="checkbox"/>			
Certificate of Good Standing:	<input type="checkbox"/>			
	<input type="checkbox"/>			
Apostille/Notarial Certification:	<input type="checkbox"/>		Country of Destination:	
			Number of Certs:	

Filing:	Certified:
	Plain:
	COGS:

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 180.00

Thank you!



## COVER LETTER

**TO:** New Filing Section  
Division of Corporations

**SUBJECT:** Infrastructure Engineers, Inc.  
(Name of Resulting Florida Limited Company)

The enclosed Articles of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 605.1045, F.S.

Please return all correspondence concerning this matter to:

Dawn Short

(Contact Person)

Honigman Miller Schwartz and Cohn LLP

(Firm/Company)

2290 First National Building, 660 Woodward Ave.

(Address)

Detroit, MI 48226

(City, State and Zip Code)

dshort@honigman.com

E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

Dawn Short at (313) 465-7222  
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount: (All checks processed by this office must be payable in US dollars and drawn on a bank located in the United States)

☐ \$150.00 Filing Fees  
(\$25 for Conversion  
& \$125 for Articles  
of Organization)

☐ \$155.00 Filing Fees  
and Certificate of  
Status

☒ \$180.00 Filing Fees  
and Certified Copy

☐ \$185.00 Filing Fees,  
Certified Copy, and  
Certificate of Status

**STREET ADDRESS:**

New Filing Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

New Filing Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Articles of Conversion**  
**For**  
**"Other Business Entity"**  
**Into**  
**Florida Limited Liability Company**

The Articles of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity"** into a **Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:  
Infrastructure Engineers, Inc. P94-11024

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a corporation  
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of Florida  
(Enter state, or if a non-U.S. entity, the name of the country)

on 01/30/1994  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:

Infrastructure Engineers, LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: \_\_\_\_\_

**(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.)**

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

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18 APR 23 PM 2:58  
TALLAHASSEE, FLORIDA

Signed this 19 day of April 2018.

**Signature of Authorized Representative of Limited Liability Company:**

Signature of Authorized Representative: \_\_\_\_\_  
Printed Name: David Reser Title: Manager

**Signature(s) on behalf of Other Business Entity: (See below for required signature(s))**

Signature: \_\_\_\_\_  
Printed Name: DAVID R. RESER Title: CEO

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**If Florida Corporation:**

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

**If Florida General Partnership or Limited Liability Partnership:**

Signature of one General Partner.

**If Florida Limited Partnership or Limited Liability Limited Partnership:**

Signatures of ALL General Partners.

**All others:**

Signature of an authorized person.

**Fees:**

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

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18 APR 23 PM 2:58  
NOTARY PUBLIC  
STATE OF FLORIDA

## ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

### ARTICLE I - Name:

The name of the Limited Liability Company is:

Infrastructure Engineers, LLC

(Must contain the words "Limited Liability Company, "L.L.C.," or "LLC.")

### ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

#### Principal Office Address:

2121 OLD HICKORY TREE ROAD

ST. CLOUD, FL 34772

#### Mailing Address:

2121 OLD HICKORY TREE ROAD

ST. CLOUD, FL 34772

### ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

David Reser

Name

2121 OLD HICKORY TREE ROAD

Florida street address (P.O. Box **NOT** acceptable)

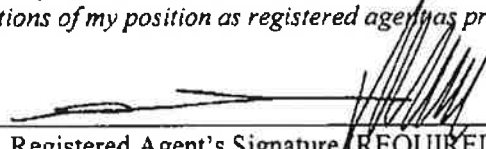
ST. CLOUD

City

FL 34772

Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.*

  
Registered Agent's Signature (REQUIRED)

(CONTINUED)

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18 APR 23 PM 2:58  
CLERK OF DISTRICT COURT  
JUDICIAL CIRCUIT IN AND FOR  
THE NINTH JUDICIAL CIRCUIT  
TALLAHASSEE, FLORIDA

**ARTICLE IV-**

The name and address of each person authorized to manage and control the Limited Liability Company:

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

MGR

**Name and Address:**

David Reser

2121 Old Hickory Tree Road

Saint Cloud, FL 34722

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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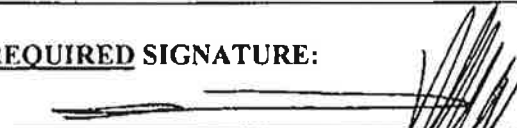
\_\_\_\_\_

(Use attachment if necessary)

**ARTICLE V: Other provisions, if any.**

\_\_\_\_\_  
\_\_\_\_\_

**REQUIRED SIGNATURE:**



**Signature of a member or an authorized representative of a member**

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

David Reser

\_\_\_\_\_  
Typed or printed name of signee

**Filing Fees**

**\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent**

**\$ 30.00 Certified Copy (Optional)**

**\$ 5.00 Certificate of Status (Optional)**

FILED  
18 APR 23 PM 2:58

L18000098678

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

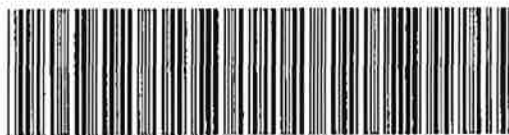
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2018 NOV 27 AM 10:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
NOV 27 PM 4:43

JCS  
11-27-18

**CT CORP****3458 Lakeshore Drive, Tallahassee, FL 32312****850-656-4724****Date:** 11/27/2018

Acc#120160000072

*W: C SW*

Name:	Infrastructure Engineers, LLC / Consor Engineers, LLC
Document #:	
Order #:	11271746

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **55**

Thank you!

RECEIVED  
2018 NOV 27 PM 4:43  
TALLAHASSEE, FLORIDA

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Infrastructure Engineers, LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Ewelina Skutnik

Name of Person

Honigman Miller Schwartz and Cohn LLP

Firm/Company

155 N. Wacker Drive, Suite 3100

Address

Chicago, IL 60606

City/State and Zip Code

esknutnik@honigman.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ewelina Skutnik

at ( 312 ) 701-9323

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☒ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

### MAILING ADDRESS:

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

### STREET/COURIER ADDRESS:

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

Infrastructure Engineers, LLC

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on April 23, 2018 and assigned  
Florida document number L18000098678.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

Conzor Engineers, LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager  
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
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2008 NOV 27 AM 10:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

FILED  
2018 NOV 27 AM 10:44  
CLERK OF  
SECRETARY OF STATE  
ALABAMA  
ASSISTANT SECRETARY OF STATE

Dated November 11, 2018

David R. Reser

Page 3 of 3

**Filing Fee: \$25.00**