

SECTION V

CONTRACT DOCUMENTS

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Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

This bond is given to comply with § 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, “**Before commencing the work** or before recommencing the work after a default or abandonment, **the contractor shall provide to the public entity a certified copy of the recorded bond**. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph.”

CONTRACTOR**SURETY****OWNER**Hinterland Group Inc.2051 W. Blue Heron BlvdRiviera Beach, FL 33404561 640-3503

City of Clearwater

Engineering

100 S. Myrtle Avenue

Clearwater, FL 33756

(727) 562-4750

PROJECT NAME: 2021 Stormwater Pipe Lining**PROJECT NO.:** 20-0021-EN

PROJECT DESCRIPTION: The 2021 Stormwater Pipe Lining Project consists of all labor, materials, equipment, and tools necessary for the cleaning, video inspection and point repair or full reconstruction of storm sewer lines by the installation of a resin impregnated cured in place pipe (RICIPP) lining at various locations throughout the City of Clearwater.

BY THIS BOND, We, Hinterland Group Inc., as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$1,000,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated _____, between Contractor and Owner for construction of 2021 Stormwater Pipe Lining, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(2)

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and
5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.
7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

(If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

Hinterland Group, Inc.

By: _____
 Title: _____
 Print Name: _____

WITNESS:

WITNESS:

 Corporate Secretary or Witness
 Print Name: _____

 Print Name: _____

(affix corporate seal)

(Corporate Surety)

By: _____
ATTORNEY-IN-FACT
 Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ____ day of _____, 20____ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Hinterland Group, Inc., of the City of Riviera Beach County of Palm Beach and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this ____ day of _____, 20____ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, a/an _____ (State) Corporation authorized to do business in the State of Florida, of the City of _____ County of _____ and State of _____, hereinafter designated as the "Contractor".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

PROJECT NAME: 2021 Stormwater Pipe Lining

PROJECT NO.: 20-0021-EN

in the amount of \$1,000,000.00

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

CONTRACT

(2)

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-562-4092, Rosemarie.Call@myclearwater.com, 600 Cleveland St. Clearwater, FL 33756

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

CONTRACT

(4)

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

**CITY OF CLEARWATER
IN PINELLAS COUNTY, FLORIDA**

By: _____ (SEAL)
William B. Horne, II
City Manager

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
Frank Hibbard
Mayor

Approved as to form:

Owen Kohler
Assistant City Attorney

Contractor must indicate whether:

_____ Corporation, _____ Partnership, _____ Company, or _____ Individual

(Contractor)

By: _____ (SEAL)

Print Name: _____

Title: _____

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit.**

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater PROJECT NAME: 2021 Stormwater Pipe Lining

Engineering PROJECT NO.: 20-0021-EN

100 S. Myrtle Ave. CONTRACT DATE: [_____]

Clearwater, FL 33756 BOND NO.: [_____] , recorded in O.R. Book
[_____] , Page [_____] , of the Public Records of Pinellas County, Florida.

CONTRACTOR: Hinterland Group, Inc.

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

[insert name of Surety]

[address]

[address]

,SURETY,

on bond of

Hinterland Group, Inc.

2051 W. Blue Heron Blvd.

Riviera Beach, FL 33404

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Surety of any of its obligations to

City of Clearwater

Engineering

100 S. Myrtle Ave.

Clearwater, FL 33756

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this ____ day of _____, _____

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:

(Seal):

PROPOSAL/BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Hinterland Group Inc.
 ----- as Contractor, and Hartford Accident and Indemnity Company
 ----- as Surety, whose address is One Hartford Plaza
Hartford, CT 06155, are held and firmly bound unto the City
 of Clearwater, Florida, in the sum of Ten Percent of Total Bid Amount Dollars
 (\$ 10% of Bid Amount) (being a minimum of 10% of Contractor's total bid amount) for the payment of which,
 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Hinterland Group Inc.
 ----- as Contractor, and Hartford Accident and Indemnity Company as Surety, for
 work specified as: ITB 2021 - Stormwater Pipe Lining

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and
 specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the
 above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract,
 in writing, and furnish the required Public Construction Bond with surety or sureties to be approved by the
 City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and
 the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or liquidated damages.

Principal must indicate whether:

☒ Corporation, _____ Partnership, _____ Company, or _____ Individual

Signed this 21st day of August, 2020Hinterland Group Inc.

Contractor

Hinterland Group Inc.

Principal

By: Title Daniel Duke III - PresidentHartford Accident and Indemnity Company

Jennie N. Lanman Jennie N. Lanman Attorney-in-Fact
 Surety Jennie N. Lanman, Attorney-In-Fact



The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title;
 where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the
 Corporation – **provide Affidavit.**

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HALCYON UNDERWRITERS

Agency Code: 21-224119

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of \$15,000,000:

Jennie N. Lanman
of
Maitland, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 21, 2020.
Signed and sealed at the City of Hartford.



Kevin Heckm

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Daniel Duke III, being duly sworn, deposes and says that he is
 Secretary of Hinterland Group Inc.
 a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its
 principal office at:

2051 W. Blue Heron Blvd. Riviera Beach Palm Beach FL
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of
Hinterland Group Inc.

(Name of Corporation)

Affiant further says that Chase Rogers is Project Director
 (Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for 2021 Stormwater Pipe Lining

or said corporation by virtue of Resolution of Board of Directors (See Attached)

(state whether a provision of by laws or a Resolution of
 Board of Directors. If by Resolution give date of adoption)

Daniel Duke, III - President

Affiant

Sworn to before me this 01 day of September, 2020.

Mayra C. Aguiar
 Notary Public

Mayra C. Aguiar

Type/print/stamp name of Notary

GG125233

Title or rank, and Serial No., if any



Mayra C. Aguiar
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG125233
 Expires 11/12/2021

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)Chase Rogers

being, first duly sworn, deposes and says that he is

Project Director

of

Hinterland Group Inc.

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant Chase Rogers, Project DirectorSworn to and subscribed before me this 01 day of September, 2020★Notary Public Mayra C. Aguiar

Mayra C. Aguiar
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG125233
 Expires 11/12/2021

PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

2021 Stormwater Pipe Lining 20-0021-EN

and doing such other work incidental thereto, all in accordance with the contract documents, marked

2021 Stormwater Pipe Lining 20-0021-EN

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

PROPOSAL

(2)

Attached hereto is a bond or certified check on N/A
N/A Bank, for the sum of 10% of Total Bid Amount
10% of Total Bid Amount (\$10% of Total Bid Amount)
 (being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

Daniel Duke III - President2051 W. Blue Heron Blvd., Riviera Beach, FL. 33404

Signature of Bidder: Chase Rogers, Project Director

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: [Signature]By: Daniel Duke IIITitle: PresidentCompany Legal Name: Hinterland Group Inc.Doing Business As (if different than above): N/ABusiness Address of Bidder: 2051 W. Blue Heron Blvd.City and State: Riviera Beach, FL.Zip Code 33404Phone: (561) 640-3503Email Address: info@hinterlandgroup.comDated at Hinterland Group Inc., this 01 day of September, A.D., 2020.

CITY OF CLEARWATER
ADDENDUM SHEET

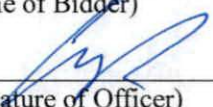
PROJECT: 2021 Stormwater Pipe Lining 20-0021-EN

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>1</u>	Date: <u>08/21/2020</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Hinterland Group Inc.

(Name of Bidder)



(Signature of Officer)

Chase Rogers, Project Director

(Title of Officer)

09/01/2020

(Date)



BIDDER'S PROPOSAL**PROJECT:** 2021 Stormwater Pipe Lining 20-0021-EN**CONTRACTOR:** Hinterland Group Inc.**BIDDER'S GRAND TOTAL:** \$ 769,750.00 (Numbers)**BIDDER'S GRAND TOTAL:** -----Seven Hundred Sixty Nine Thousand, Seven Hundred and Fifty Dollars and zero cents----- (Words)**BIDDER'S PROPOSAL****PROJECT:** 2021 Stormwater Pipe Lining 20-0021-EN**CONTRACTOR:** Hinterland Group Inc.**BIDDER'S GRAND TOTAL: \$(Numbers)** \$769,750.00**BIDDER'S GRAND TOTAL: \$(Words)** Seven Hundred Sixty Nine Thousand, Seven Hundred and Fifty Dollars and zero cents

ITEM No.	DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
Clean & Inspect					
1	Light Cleaning – less than 15"	LF	500	\$1.00	\$ 500.00
2	Medium Cleaning - less than 15"	LF	100	\$2.00	\$ 200.00
3	Heavy Cleaning - less than 15"	LF	100	\$4.00	\$ 400.00
4	Light Cleaning - 15" thru 18"	LF	1500	\$1.00	\$ 1,500.00
5	Medium Cleaning - 15" thru 18"	LF	100	\$2.00	\$ 200.00
6	Heavy Cleaning - 15" thru 18"	LF	100	\$5.00	\$ 500.00
7	Light Cleaning - 21" thru 42"	LF	1500	\$2.00	\$ 3,000.00
8	Medium Cleaning - 21" thru 42"	LF	100	\$5.00	\$ 500.00
9	Heavy Cleaning - 21" thru 42"	LF	100	\$10.00	\$ 1,000.00
10	Light Cleaning - 48" and larger	LF	1200	\$4.00	\$ 4,800.00
11	Medium Cleaning - 48" and larger	LF	100	\$6.00	\$ 600.00
12	Heavy Cleaning - 48" and larger	LF	100	\$13.00	\$ 1,300.00
13	Specialty Cleaning - Root Removal	LF	100	\$10.00	\$ 1,000.00

14	Specialty Cleaning - Barnacle Removal	LF	100	\$20.00	\$ 2,000.00
15	Video Cleaning	LF	5000	\$2.00	\$ 10,000.00
16	Video RICIPP Installation	LF	5000	\$2.00	\$ 10,000.00
Furnish and Install RICIPP Lining					
17	Furnish and Install 12" RICIPP Lining (less than 100 LF) (7.5mm)	LF	75	\$120.00	\$ 9,000.00
18	Furnish and Install 12" RICIPP Lining (100 LF to 400 LF) (7.5mm)	LF	500	\$34.00	\$ 17,000.00
19	12-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
20	Furnish and Install 15" RICIPP Lining (less than 100 LF) (7.5mm)	LF	75	\$120.00	\$ 9,000.00
21	Furnish and Install 15" RICIPP Lining (100 LF to 400 LF) (7.5mm)	LF	500	\$45.00	\$ 22,500.00
22	15-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
23	Furnish and Install 18" RICIPP Lining (less than 100 LF) (9mm)	LF	75	\$120.00	\$ 9,000.00
24	Furnish and Install 18" RICIPP Lining (100 LF to 400 LF) (9mm)	LF	500	\$55.00	\$ 27,500.00
25	18-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
26	Furnish and Install 21" RICIPP Lining (less than 100 LF) (10.5mm)	LF	75	\$95.00	\$ 7,125.00
27	Furnish and Install 21" RICIPP Lining (100 LF to 400 LF) (10.5mm)	LF	500	\$75.00	\$ 37,500.00
28	21-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
29	Furnish and Install 24" RICIPP Lining (less than 100 LF) (10.5mm)	LF	75	\$100.00	\$ 7,500.00
30	Furnish and Install 24" RICIPP Lining (100 LF to 400 LF) (10.5mm)	LF	500	\$85.00	\$ 42,500.00
31	24-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
32	Furnish and Install 30" RICIPP Lining (less than 100 LF) (12mm)	LF	75	\$135.00	\$ 10,125.00
33	Furnish and Install 30" RICIPP Lining (100 LF to 400 LF) (12mm)	LF	500	\$110.00	\$ 55,000.00
34	30-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
35	Furnish and Install 36" RICIPP Lining (less than 100 LF) (15mm)	LF	75	\$145.00	\$ 10,874.00
36	Furnish and Install 36" RICIPP Lining (100 LF to 400 LF) (15mm)	LF	500	\$125.00	\$ 62,500.00
37	36-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00

SECTION V – Contract Documents

38	Furnish and Install 42" RICIPP Lining (less than 100 LF) (16.5mm)	LF	75	\$185.00	\$ 13,875.00
39	Furnish and Install 42" RICIPP Lining (100 LF to 400 LF) (16.5mm)	LF	500	\$165.00	\$ 82,500.00
40	42-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
41	Furnish and Install 48" RICIPP Lining (less than 100 LF) (19.5mm)	LF	75	\$250.00	\$ 18,750.00
42	Furnish and Install 48" RICIPP Lining (100 LF to 400 LF) (19.5mm)	LF	400	\$220.00	\$ 88,000.00
43	Furnish and Install 48" RICIPP Lining (greater than 400 LF) (19.5mm)	LF	500	\$210.00	\$105,000.00
44	48-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
45	Chemical Grout Crack/Leak Seal	LF	100	\$75.00	\$ 7,500.00
46	Furnish and Install 60" RICIPP Lining (less than 100 LF) (28.5mm)	LF	100	\$420.00	\$ 42,000.00
47	Furnish and Install 60" RICIPP Lining (100 LF to 400 LF) (28.5mm)	LF	100	\$380.00	\$ 38,000.00
48	60-inch RICIPP Thickness Variance 1.5 mm	LF	100	\$2.00	\$ 200.00
49	Setup Fee for Installing RICIPP in Easements	EA	5	\$1,500.00	\$ 7,500.00
	Total (Items 1 thru 49)				\$769,750.00

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature
Chase Rogers

Printed Name
Project Director

Title
Hinterland Group Inc.

Name of Entity/Corporation



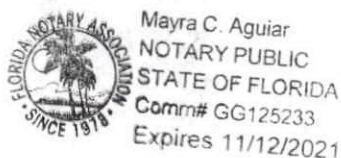
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 01 day of September, 2020, by Chase Rogers (name of person whose signature is being notarized) as the Project Director (title) of Hinterland Group Inc. (name of corporation/entity), personally known to me as described herein Personally Known, or produced a N/A (type of identification) as identification, and who did/did not take an oath.

Notary Public
Mayra C. Aguiar
Printed Name

My Commission Expires: 11/12/2021
NOTARY SEAL ABOVE



SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST
CERTIFICATION FORM

PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

 Authorized Signature
 Chase Rogers

 Printed Name
 Project Director

 Title
 Hinterland Group Inc.

 Name of Entity/Corporation



STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 01 day of September, 2020, by Chase Rogers (name of person whose signature is being notarized) as the Project Director (title) of Hinterland Group Inc. (name of corporation/entity), personally known to me as described herein Personally Known, or produced a N/A (type of identification) as identification, and who did/did not take an oath.

 Notary Public
 Mayra C. Aguiar

 Printed Name

My Commission Expires: 11/12/2021

NOTARY SEAL ABOVE



Mayra C. Aguiar
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG125233
 Expires 11/12/2021