

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.”

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
Gator Grading & Paving LLC	[name]	City of Clearwater
Principal Name	Principal Name	Public Works
2704 105 th St E	[Address Line 1]	PO Box 4748
Palmetto, FL 34221	[Address Line 2]	Clearwater FL 33758-4748
Principal Business Address	Principal Business Address	(727) 562-4630
813-482-7709	[phone number]	
Principal Phone Number	Principal Phone Number	

PROJECT NAME: Roadway Resurfacing**PROJECT NO.:** 24-0041-EN

PROJECT DESCRIPTION: The work under this contract consists of asphaltic concrete resurfacing of major roadways and residential streets throughout the City of Clearwater, as identified in these documents and shown on the engineering maps prepared by the City’s Transportation Engineering Division. The scope also includes associated improvements such as installation of curb types, construction of ADA-compliant ramps, and removal of trees where necessary. These improvements are intended to ensure that adjacent infrastructure and access features are upgraded to acceptable standards in coordination with resurfacing operations.

The Island Way resurfacing project is designated as a time-sensitive priority. Upon issuance of the Notice to Proceed, the Contractor shall mobilize directly to Island Way and commence work as the first phase of this contract, in accordance with Section III – Order and Location of the Work.

The intent of this bid is to obtain competitive pricing to establish an annual resurfacing contract for on-call (as-needed) services. All quantities are estimates only, and the City of Clearwater (City) is not obligated to purchase any minimum or maximum amount during the life of the contract. All work shall be administered in accordance with Section III, Section 11.3 – Unit Price Work, of the Contract Documents.

The City reserves the right to increase funding during the contract term if work exceeds original estimates, subject to required authorizations. Beyond the initial one-year term, the City reserves the right to renew the contract for up to three (3) additional years.

The Contractor shall include with the bid response copies of a current Contractor License/Registration with the State of Florida and Pinellas County (if applicable).

The Contractor shall provide one [Fixed/Portable] project sign as described in Section III, Section 23 of the Contract Documents. The final number of project signs will be determined at the beginning of the project based on the Contractor's approved schedule of work. Additional signs may be required at no additional cost to the City if necessitated by the Contractor's schedule.

BY THIS BOND, We, _____, as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$4,658,040.48 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 24-0041-EN Roadway Resurfacing, 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 do 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 are required).

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

Gator Grading & Paving LLC

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 Gator Grading & Paving LLC, of the City of Palmetto County of Manatee 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: Roadway Resurfacing

PROJECT NO.: 24-0041-EN

in the amount of \$4,658,040.48

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, Rosemarie Call, City Clerk, at Rosemarie.Call@myclearwater.com, 727-562-4092, 600 Cleveland St., 6th Floor, 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: _____
Jennifer Poirrier
City Manager

(SEAL)

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
Bruce Rector
Mayor

Approved as to form:

Jerrod Simpson
Senior 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: 24-0041-EN
Public Works PROJECT NO.: Roadway Resurfacing
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: [_____]

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

[insert name of Contractor]

[address]

[address], 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

[Dept. owning project]

PO Box 4748

Clearwater, FL 33758-4748, 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, Gator Grading & Paving, LLC
 _____ as Contractor, and Travelers Casualty and Surety Company of America
 _____ as Surety, whose address is One Tower Square, Hartford, CT 06183, are held and firmly bound unto the City
 of Clearwater, Florida, in the sum of Ten Percent of Amount Bid Dollars
 (\$ 10% of Bid _____) (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 Gator Grading & Paving, LLC
 _____ as Contractor, and Travelers Casualty and Surety Company of America as Surety, for
 work specified as: 24-0041-EN Roadway Resurfacing

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, LLC Company, or _____ Individual

Signed this 29th day of October, 2025

Gator Grading & Paving, LLC

Contractor

Principal

By:

Title



Travelers Casualty and Surety Company of America

Surety Jennifer B. Gullett, 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.

Gator Grading & Paving, LLC
 2704 105th St E
 Palmetto, FL 34221

SECTION V - Contract Documents

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF MANATEE)

William E. Hicks, being duly sworn, deposes and says that he is
President/Secretary of Gator Grading & Paving, LLC
a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its
principal office at:

2704 105th Street East Palmetto Manatee FL
(Street & Number) (City) (County) (State)

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

Gator Grading & Paving, LLC
(Name of Corporation)

Affiant further says that Gregory P. Bayer is Vice President
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for Gator Grading & Paving, LLC
or said corporation by virtue of Certificate of Manager (attached)
(state whether a provision of by laws or a Resolution of
Board of Directors. If by Resolution give date of adoption).

William E. Hicks, Pres. / 100

W. E. H.

Affiant

Sworn to before me this 29th day of October, 2025.



Abigail C. Wonnell
Comm.: HH 538359
Expires: Jun. 13, 2028
Notary Public - State of Florida

Abigail Wonnell
Notary Public

Abigail C. Wonnell
Type/print/stamp name of Notary

HH 538359
Title or rank, and Serial No., if any

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JENNIFER B GULLETT** of **CHARLOTTE**, North Carolina, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

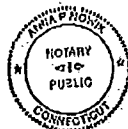
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of Indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this 29th day of October, 2025



Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF MANATEE)

Gregory P. Baker being, first duly sworn, deposes and says that he is
Vice President of Gator Grading & Paving, LLC
 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.

[Signature]
 Affiant

Sworn to and subscribed before me this 29th day of October, 2025.



Abigail C. Wonnell
 Comm.: HH 538359
 Expires: Jun. 13, 2028
 Notary Public - State of Florida

[Signature]
 Notary Public

Gator Grading & Paving, LLC
 2704 105th St E
 Palmetto, FL 34221

GATOR GRADING & PAVING, LLC

CERTIFICATE OF MANAGER

The undersigned hereby certifies that he is duly named Manager of Gator Grading & Paving, LLC, a Florida limited liability company (the "Company"), and further certifies as follows:

1. Section 7.7 of the Second Amended and Restated Operating Agreement of Company dated September 30, 2020 (the "Operating Agreement"), provides as follows:

"Section 7.7 Officers"

- (a) Manager. Subject to the limited direction and control of the Members Under Section 7.3(a) or Section 7.5, the Manager shall supervise and control the management of Company and conduct of its day-to-day operations and affairs, take such actions as may be necessary or appropriate to execute the policies, directives and requirements of the Members and this Agreement, and have such other authority and duties as are normally incident to the position of the chief executive officer of a corporation, are authorized under the Act and such authority and duties as may be prescribed from time to time by Members. The Manager may be given such title as Members may prescribe.
 - (b) Other Officers. The Manager may appoint from time to time one or more officers of the Company with such titles, powers, duties, compensation and other terms as the Manager may determine to be necessary or appropriate. Any such officers shall serve, subject to the provisions of this Agreement, until their respective successors are duly appointed and qualified. Any officer may be removed by the Manager at any time with or without cause; but such removal shall not itself affect the contractual rights, if any, of the officer remove. The compensation of all officers shall be fixed by the Manager or prescribed by this Agreement."
2. Pursuant to Section 7.7 of the Operating Agreement, by his execution hereof until further notice the Manager does hereby appoint the individual(s) named below as officer(s) of Company, with the title(s) set forth opposite their respective name(s) below, as follows:

<u>Name</u>	<u>Title</u>
William E. Hicks	President / COO
Greg Baier	VP of Business Development & Estimating
Mark Ventriglia	Vice President of Operations

Any officer of the Company is authorized to execute on behalf of the Company all contracts, bids, bid bonds, and lien waivers.

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

Gator Grading & Paving, LLC

Certificate of Manager

Page 2

3. Pursuant to Section 7.7 of the Operating Agreement, by his execution hereof, until further notice the Manager does hereby authorize the individuals named below to execute contracts and purchase orders on behalf of the Company, pursuant to which the commitment or liability of the Company does not exceed One Hundred Fifty Thousand Dollars (\$150,000) as to any individual contract or purchase order as follows:

Mark R Samphilipo	Chief Financial Officer
Josh Romine	Paving Operations Manager
Brian Martineau	Project Manager
Orrin Ladd	Project Manager

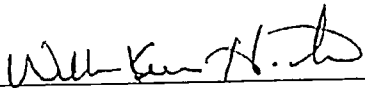
4. Pursuant to Section 7.7 of the Operating Agreement, by his execution hereof, until further notice the Manager does hereby authorize the individuals named below to execute contracts and purchase orders on behalf of the Company, pursuant to which the commitment or liability of the Company does not exceed Fifty Thousand Dollars (\$50,000) as to any individual contract or purchase order, as follows:

Robert Ricciardo	Shop Foreman
Pete Davis	Sr. Estimator
Corey Rhinehart	Estimator
Sam Upadhyay	Asst Project Manager
Garret Boyan	Asst Project Manager

This Certificate supersedes and replaces all Certificates.

IN WITNESS WHEREOF, the undersigned has executed this certificate on September 24, 2025.

Gator Grading & Paving, LLC

By: 
William Kevin Hicks
CEO/Manager

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

Roadway Resurfacing 24-0041-EN

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

Roadway Resurfacing 24-0041-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 _____
_____ Bank, for the sum of _____
_____ (\$ _____)
(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 a 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).

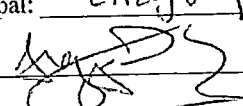
NAMES:

ADDRESSES:

Sec. Attached _____

Signature of Bidder: 

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: Gregory P. BakerBy:  Title: Vice PresidentCompany Legal Name: Gator Grading & Paving, LLC

Doing Business As (if different than above): _____

Business Address of Bidder: 2704 105th Street EastCity and State: Palmetto, Florida Zip Code: 34221Phone: 941-751-3100 Email Address: baker.g@gatorgpa.comDated at Palmetto, FL, this 29 day of October, A.D., 2025

<u>First Name</u>	<u>MI</u>	<u>Last Name</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Job Title</u>
Linda		Hicks	4552 Tuscana Drive	Sarasota	FL	34241	Administrative Assistant
William	K	Hicks	4552 Tuscana Drive	Sarasota	FL	34241	CEO
Mark	R	Samphilipo	352 165TH CT NE	Bradenton	FL	34212	Chief Financial Officer
William	E	Hicks	8294 Barton Farms Blvd.	Sarasota	FL	32240	President/COO
Gregory	P	Baier	2627 West Prospect Road	Tampa	FL	33629	Vice President - Business Development
Mark	A	Ventriglia	6703 28th Ave. E.	Bradenton	FL	34208	Vice President - Construction Operations

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

CITY OF CLEARWATER
ADDENDUM SHEETPROJECT: 24-0141-EN Roadway Resurfacing

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

Addendum No. <u>1</u>	Date: <u>9/25/2025</u>
Addendum No. <u>2</u>	Date: <u>10/13/2025</u>
Addendum No. <u>3</u>	Date: <u>10/23/2025</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Gator Grading & Paving, LLC
(Name of Bidder)Gregory T. Butler
(Signature of Officer)Vice President
(Title of Officer)October 29, 2025
(Date)

BIDDER'S PROPOSAL**PROJECT: Roadway Resurfacing 24-0041-EN****CONTRACTOR:** _____**BIDDER'S GRAND TOTAL: \$** _____ **(Numbers)****BIDDER'S GRAND TOTAL:** _____

(Words)

				Gator Grading & Paving LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
STREETS AND SIDEWALKS					
1.0 ROADWAY RESURFACING					

1.01	PREPARATION, INSTALLATION AND MAINTENANCE OF PROJECT SIGNS	1	LS	\$1,800.00	\$1,800.00
1.02	ADVANCED ARROW WARNING PANEL	40	DAY	\$14.00	\$560.00
1.03	SIGN, VARIABLE MESSAGE, 3 LINES,	40	DAY	\$28.00	\$1,120.00
1.04	REMOVED	0	SY	\$10.00	\$0.00
1.05	MILLING EXISTING ASPHALT PAVEMENT, 2" THICKNESS OR LESS, FULL WIDTH	120000	SY	\$3.50	\$420,000.00
1.06	MILLING EXISTING ASPHALT PAVEMENT –MORE THAN 2" THICKNESS TO 4" THICKNESS, FULL WIDTH	5000	SY	\$5.65	\$28,250.00
1.07	SUPERPAVE ASPHALT BASE, TYPE B 12.5, VARIABLE THICKNES	300	TN	\$250.00	\$75,000.00
1.08	SUPERPAVE ASPHALT CONCRETE, LEVELING COURSE, TYPE SP 9.5 OR SP 12.5, FINE, TRAFFIC LEVEL C, VARIABLE THICKNESS	470	TN	\$176.00	\$82,720.00
1.09	SUPERPAVE ASPHALT CONCRETE, TYPE SP 9.5 , FINE, TRAFFIC LEVEL C, VARIABLE THICKNESS, ARTERIALS/COLLECTORS	2300	TN	\$176.00	\$404,800.00

1.1	SUPERPAVE ASPHALT CONCRETE, TYPE SP 9.5 , FINE, TRAFFIC LEVEL C, VARIABLE THICKNESS, LOCAL ROADS SUPERPAVE ASPHALT CONCRETE, TYPE SP 12.5, FINE, TRAFFIC LEVEL C, VARIABLE THICKNESS,	4700	TN	\$180.00	\$846,000.00
1.11	ARTERIALS/COLLECTORS SUPERPAVE ASPHALT CONCRETE, TYPE SP 12.5, FINE, TRAFFIC LEVEL C,	3200	TN	\$173.00	\$553,600.00
1.12	VARIABLE THICKNESS, LOCAL ROADS OPTIONAL BASE GROUP 01 (see latest	1	TN	\$180.00	\$180.00
1.13	FDOT Standards)	100	SY	\$65.00	\$6,500.00
1.14	OPTIONAL BASE GROUP 04 (see latest FDOT Standards)	100	SY	\$65.00	\$6,500.00
1.15	OPTIONAL BASE GROUP 09 (see latest FDOT Standards)	100	SY	\$95.00	\$9,500.00
1.16	ADJUST MANHOLE RING & COVER TO FINISHED GRADE, IN PAVEMENT, RISER PROVIDED BY CONTRACTOR	50	EA	\$300.00	\$15,000.00
1.17	ADJUST MANHOLE RING & COVER TO FINISHED GRADE, IN PAVEMENT, RISER PROVIDED BY CITY	50	EA	\$120.00	\$6,000.00
1.18	SHOULDER WITH SOD, INCLUDING TOP SOIL	150	SY	\$35.00	\$5,250.00
1.19	STABILIZED AGGREGATE SHOULDER CONDUIT, SIGNALS, F & I,	200	CY	\$85.00	\$17,000.00
1.2	UNDERGROUND, 2"	100	LF	\$18.00	\$1,800.00
1.21	CONDUIT, SIGNALS, F & I, SAWCUT & PLACE UNDER EXISTING PAVEMENT, 2" CONDUIT, F & I, DIRECTIONAL BORE < 6"	100	LF	\$28.00	\$2,800.00
1.22	PULL & JUNCTION BOXES, F & I, PULL BOX	50	LF	\$40.00	\$2,000.00
1.23	LOOP ASSEMBLY, TYPE A, 6' X 20', F&I	100	EA	\$250.00	\$25,000.00
1.24	SAW CUT LEAD-INS	16	EA	\$1,000.00	\$16,000.00
1.25	CORE DRILL 2" THROUGH GUTTER FOR LOOP WINDOW, F&I, 2" SWEEP	50	LF	\$20.00	\$1,000.00
1.26	LEAD-IN CABLE (BELDEN WIRE)	5	AS	\$500.00	\$2,500.00
1.27	PAVEMENT MARKING - CROSSWALKS	50	LF	\$10.00	\$500.00
1.28	PAVEMENT MARKING - STOP BARS	7	EA	\$600.00	\$4,200.00
1.29	PAVEMENT MARKING - SCHOOL CROSSING/RR	10	EA	\$180.00	\$1,800.00
1.3	PAVEMENT MARKERS, RETRO-REFLECTIVE, REMOVE AND REPLACE	10	EA	\$100.00	\$1,000.00
1.31	PAVEMENT MARKERS, RETRO-REFLECTIVE, NEW	50	EA	\$25.00	\$1,250.00
1.32		25	EA	\$12.00	\$300.00

SECTION V -- Contract Documents

1.33	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 6"	10000	LF	\$.50	\$5,000.00
1.34	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 8"	1	LF	\$1.00	\$1.00
1.35	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 12"	1	LF	\$3.00	\$3.00
1.36	PAINTED PAVEMENT MARKING, STD, WHITE, SOLID, 18"	1	LF	\$5.00	\$5.00
1.37	PAINTED PAVEMENT MARKING, STD, WHITE, 10'-30', SKIP, 6"	1	LF	\$1.25	\$1.25
1.38	PAINTED PAVEMENT MARKING, STD, WHITE, DOTTED/GUIDELINE/ 2'-4' GAP EXTENSION 6"	1	LF	\$1.25	\$1.25
1.39	PAINTED PAVEMENT MARKING, STD, WHITE, DOTTED/GUIDELINE/ 6'-10' GAP EXTENSION 6"	1	LF	\$1.25	\$1.25
1.4	PAINTED PAVEMENT MARKING, STD, WHITE, MESSAGE	10	EA	\$65.00	\$650.00
1.41	PAINTED PAVEMENT MARKING, STD, WHITE, ARROWS	10	EA	\$65.00	\$650.00
1.42	PAINTED PAVEMENT MARKING, STD, WHITE, ISLAND NOSE	1	SF	\$8.00	\$8.00
1.43	PAINTED PAVEMENT MARKING, STD, YELLOW, SOLID, 6"	10000	LF	\$.50	\$5,000.00
1.44	PAINTED PAVEMENT MARKING, STD, YELLOW, SOLID, 8"	1	LF	\$1.00	\$1.00
1.45	PAINTED PAVEMENT MARKING, STD, YELLOW, SOLID, 18"	1	LF	\$5.00	\$5.00
1.46	PAINTED PAVEMENT MARKING, STD, YELLOW, SKIP, 6"	500	LF	\$1.00	\$500.00
1.47	PAINTED PAVEMENT MARKING, STD, YELLOW, DOTTED/GUIDELINE/2'-4' GAP EXTENSION 6"	1	LF	\$1.25	\$1.25
1.48	PAINTED PAVEMENT MARKING, STD, YELLOW, DOTTED/GUIDELINE/ 6'-10' GAP EXTENSION 6"	1	LF	\$1.25	\$1.25
1.49	PAINTED PAVEMENT MARKING, STD, YELLOW, ISLAND NOSE	1	SF	\$8.00	\$8.00
1.5	PAINTED PAVEMENT MARKINGS, STD, BLUE, SOLID FOR PARKING LOT- ACCESSIBLE MARKINGS, 6"	60	LF	\$4.00	\$240.00
1.51	PAINTED PAVEMENT MARKINGS, STD, BLUE "HANDICAPPED SYMBOL", PARKING LOT, (2.7 SF W/ NO BACKGROUND)	1	EA	\$125.00	\$125.00
1.52	THERMOPLASTIC, PAVEMENT MARKINGS, REMOVE	100	SF	\$12.00	\$1,200.00
1.53	FULL DEPTH RECLAMATION (FDR)	25000	SY	\$17.00	\$425,000.00

1.54	EMULSION (FDR)	75000	GAL	\$3.70	\$277,500.00
1.55	PORTLAND CEMENT (FDR)	500	TN	\$255.00	\$127,500.00
1.56	COMPACT & GRADING (FDR)	25000	SY	\$6.60	\$165,000.00
1.57	HAULING OF MILLING MATERIAL TO CITY'S YARD (1650 N ARCTURAS AVE)	100	CY	\$20.00	\$2,000.00
1.58	CONTRACTOR RETAINS PROJECT MILLINGS (DEDUCT)	15000	TN	(\$0.01)	(\$150.00)
1.59	EROSION AND SEDIMENT CONTROL / INLET PROTECTION SYSTEMS	10	LS	\$400.00	\$4,000.00
1.6	ADDITIONAL PAYMENT FOR CLEANING AND FILLING CRACKS 1/4 INCH OR GREATER WHERE 31%–60% OF A ONE-SQUARE-YARD AREA IS AFFECTED.	1	SY	\$100.00	\$100.00
1.61	MODERATE ADDITIONAL PAYMENT FOR CLEANING AND FILLING CRACKS 1/4 INCH OR GREATER WHERE MORE THAN 61% OF A ONE-SQUARE-YARD AREA IS AFFECTED. HEAVY	1	SY	\$100.00	\$100.00
1.62	EXCAVATION INCLUDES PAYMENT FOR REMOVING THE EXISTING BASE AND SUBGRADE, AND THE CONTRACTOR IS RESPONSIBLE FOR HAULING AND ALL ASSOCIATED DUMPING OR DISPOSAL COSTS.	10	CY	\$150.00	\$1,500.00
Total					\$3,555,882.25
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.63	10% CONTINGENCY FEE FROM SECTION 1 ROADWAY RESURFACING	1	LS	\$355,588.23	\$355,588.23
Total					\$355,588.23
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2.01	MODIFIED CURB, R&R	5000	LF	\$45.00	\$225,000.00
2.02	VALLEY CURB, R&R	2500	LF	\$46.00	\$115,000.00
2.03	TYPE 1 CURB, R&R	5000	LF	\$45.00	\$225,000.00
2.04	CONCRETE SWALE CURB	300	LF	\$69.00	\$20,700.00
2.05	8" CRUSHED CONCRETE (LBR 100)	500	SY	\$40.00	\$20,000.00
2.06	12" STABILIZED SUBGRADE (LBR40)	1000	SY	\$25.00	\$25,000.00
2.07	CONCRETE DRIVEWAY RESTORATION R&R	1000	SF	\$18.00	\$18,000.00
2.08	TREE REMOVAL (12"DIA - 24" DIA)	5	EA	\$900.00	\$4,500.00

2.09	TREE REMOVAL (25"DIA - 36" DIA)	5	EA	\$1,400.00	\$7,000.00
2.1	TREE REMOVAL (GREATER THAN 36" DIA)	5	EA	\$2,300.00	\$11,500.00
2.11	TREE REMOVAL (PALM)	5	EA	\$1,400.00	\$7,000.00
Total					\$678,700.00
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	10% CONTINGENCY FEE FROM SECTION				
2.12	2 STORMWATER	1	LS	\$67,870.00	\$67,870.00
Total					\$67,870.00
Grand Total					4,658,040.48

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 FORMS

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM

IF YOUR BID/PROPOSAL 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 engaged in business operations in Cuba and Syria.

Gregory P. Baier
Authorized Signature

Gregory P. Baier
Printed Name

Vice President
Title

Gator Grading & Paving, LLC
Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 29th day of October, 2025, by Gregory P. Baier (name of person whose signature is being notarized) as the Vice President (title) of Gator Grading & Paving, LLC (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.



Abigail C. Wonnell
Comm.: HH 538359
Expires: Jun. 13, 2028
Notary Public - State of Florida

Abigail C. Wonnell
Notary Public

Abigail C. Wonnell
Printed Name

My Commission Expires: June 13, 2028
NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES FORMS

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM
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
Gregory P. Baier

Printed Name
Vice President

Title
Gator Grading & Paving, LLC

Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 29th day of October, 2025, by Gregory P. Baier (name of person whose signature is being notarized) as the Vice President (title) of Gator Grading & Paving, LLC (name of corporation/entity), personally known, or produced _____ (type of identification) as identification, and who did/did not take an oath.



Abigail C. Wonnell
Comm.: HH 538359
Expires: Jun. 13, 2028
Notary Public - State of Florida



Notary Public
Abigail C. Wonnell

Printed Name

My Commission Expires: June 13, 2028
NOTARY SEAL ABOVE

Compliance with Anti-Human Trafficking Laws

Pursuant to Section 787.06 (13), Florida Statutes, this form must be completed by an officer or representative of a non-governmental entity when a contract is executed, renewed, or extended between the non-governmental entity and the City of Clearwater.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this form on behalf of Entity.

Date: October 29, 2025

Signed: [Signature]

Entity: Gruber Grading & Paving
LLC

Name: Gregory P. Baier

Title: Vice President



CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4750 FAX (727) 562-4755

PUBLIC WORKS

September 25th, 2025

Gregory P. Baiser
Gator Grading & Paving, LLC
2704 105th Street East
Palmetto, FL 34221

Please accept this official notice that **GATOR GRADING & PAVING, LLC** has been approved to bid for City of Clearwater construction projects falling into the following parameters:

Approved Maximum Bid Limit: **SUNLIMITED** Prequalification Expiration: **SEPTEMBER 24, 2028**

Approved Categories:

- | | | |
|--|------------------------------------|---------------------------------------|
| ○ Asphaltic Concrete Resurfacing | ○ Construction Management Services | ○ Horizontal Drilling |
| ○ Brick Streets | ○ Demolition | ○ Roadways & Parking Lots |
| ○ Concrete Flatwork (curbs, walks, courts, etc.) | ○ Design Build | ○ Specialty Concrete Repair & Coating |
| | ○ Excavation/Site Work | |

Any category applied for and not approved indicates the project list submitted did not demonstrate any/enough experience in that category. Project experience in categories that were not approved may be submitted for consideration. This pre-qualification applies to standard types of construction projects. Projects requiring special expertise or unusually difficult construction categories may require separate pre-qualifications following bid advertisement. City policy dictates that financial statement documents are not copied or retained, so this item was deleted following the pre-qualification approval.

The Engineering Construction Manager reserves the right to adjust categories and the maximum project bid value during the three-year approval period based on direct work experience and updates submitted.

We appreciate your interest and look forward to receiving your bids on City of Clearwater projects. For our current bid list visit: <https://www.myclearwater.com/business/bid-information>.

Kind Regards,

Marina Tsongranis

Contract Procurement Specialist
City of Clearwater's Engineering Department
(727) 444 - 8212
marina.tsongranis@myclearwater.com

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

January 24, 2025

GATOR GRADING & PAVING LLC
2704 105TH STREET EAST
PALMETTO, FLORIDA 34221

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, Barrier Wall, Curb & Gutter, Driveways, Milling, Retaining Walls, Rip Rap, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire 3/30/2026.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221



Ron DeSantis, Governor

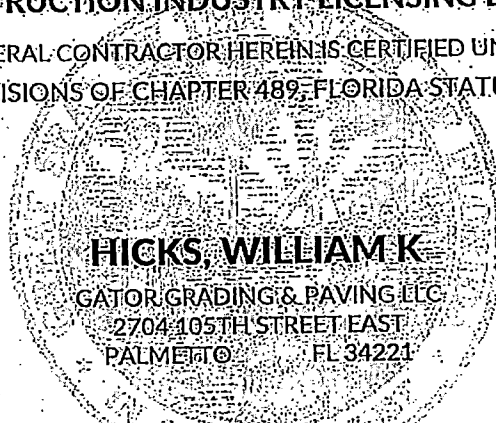
Melanie S. Griffin, Secretary



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



HICKS, WILLIAM K

GATOR GRADING & PAVING LLC
2704 105TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CGC1514102

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

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Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HICKS, WILLIAM EDWARD

GATOR GRADING & PAVING, LLC
4513 CHINKAPIN DRIVE
SARASOTA FL 34232

LICENSE NUMBER: CUC1225850

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/28/2024

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Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221



Ron DeSantis, Governor

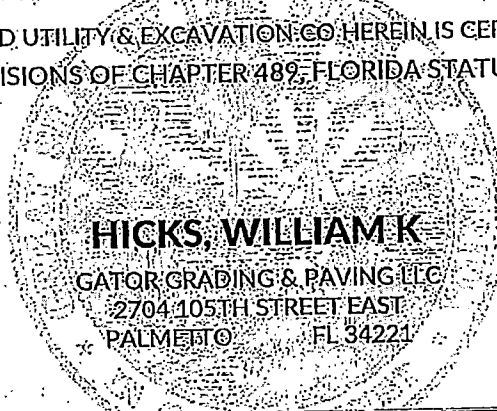
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



HICKS, WILLIAM K

GATOR GRADING & PAVING LLC
2704 105TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CUC1224433

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 06/04/2024

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Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/7/2025 11:49:21 AM EST

[Return to Inquiry Menu](#)

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2026	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	8940 GALL BVD ZEPHYRHILLS, FL 33540 (813)788-0010
WORK CLASSES DRAINAGE GRADING * Joint and Crack Sealing FLEXIBLE PAVING HOT PLANT-MIXED BITUM. COURSES		



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:
[Service Desk](#)
Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy, Disclaimers & Credits](#)



Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	Roadway Surfacing, Reconstruction & Preservation Bid No. 20-062
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR (Cement & Emulsion), Milling & Paving
Date & Amount	2024 - \$7,534,101

Project Name	Blount Rd Reclamation
Owner	City of Pompano Beach
Contact	Arthur Lindsey
Address	1190 NE 3rd Ave Pompano Beach, FL 33060
Telephone Number	954-786-4146
Email:	arthur.lindsey@copbfl.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	May 2022 - \$523,786

Project Name	Countywide Pavement Management & Rehabilitation Services
Owner	St Johns County
Address	2750 Industry Center Rd St Augustine, FL 32084
Telephone Number	904-209-0184
Contact	Tommy Mashburn
Email:	tmashburn@sjcfl.us
Project Description	FDR (Cement & Emulsion), & Asphalt
Date & Amount	December 2023-Current \$1,900,000.00

Project Name	Babcock Street Rehabilitation
Owner	Brevard County
Contact	Ryan Mertz
Address	2825 Judge Fran Jamieson Way Melbourne, FL 32940
Telephone Number	321-617-7202
Email:	ryan.mertz@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	September 2021 - \$1,564,910

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2704 105th St E
Palmetto, FL 34221

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Loudon Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Email:	KatiaDelgado@polk-county.net
Project Description	FDR (Cement & Emulsion)
Date	5/30/17 - 12/31/2018

Project Name	Piggyback of Polk Co. Pavement Alternative Methods (term contract)
Owner	City of St Cloud
Contact	Dianna Rawleigh
Address	1300 9th Street
	St Cloud FL
Telephone Number	407-957-7103
Project Description	FDR (Cement & Emulsion) Nolte Rd
Date & Amount	4/1/2018 \$ 1,450,255.00
Email:	dianna.rawleigh@stcloud.org

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 \$2,000,000

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	9/30/17 - 12/31/2018 \$5,000,000

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

Notice of Relocation – Procurement Division

Effective October 6, 2025, the City of Clearwater's Procurement Division will be relocating to the following address:

Municipal Services Building
City of Clearwater – Procurement (3rd Floor)
100 S. Myrtle Avenue
Clearwater, FL 33756

For all other correspondence, please continue to use the following mailing address and contact number:

City of Clearwater – Procurement
P.O. Box 4748
Clearwater, FL 33758-4748
Phone: 727-562-4630

Thank you for your attention to this update.

Procurement ~

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Gator Grading and Paving, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt., or suite no.). See instructions. 2704 105th Street E 6 City, state, and ZIP code Palmetto, FL 34221 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-				-	
or								
Employer identification number								
2	0	-	8	6	7	0	3	1
								5

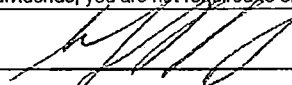
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 8/21/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they