



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/18/2025

**File ID:** TMP-6337

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**Department:** Public Works

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Grayson Carter & Son Contracting, Inc., for the City of Huntsville Streets Resurfacing, FY2026, Phase 1

Resolution No.

**Finance Information:**

**Account Number:** 3020-55-00000-516020-00000000

**City Cost Amount:** \$2,925,660.92

**Total Cost:** \$2,925,660.92

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** Various locations throughout the City of Huntsville

**District:** District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

**Additional Comments:**

## **RESOLUTION NO.**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder Grayson Carter & Son Contracting, Inc., in the amount of TWO MILLION NINE HUNDRED TWENTY-FIVE SIX HUNDRED SIXTY AND 92/100 DOLLARS (\$2,925,660.92), for the City of Huntsville Streets Resurfacing, FY2026, Phase 1 project, in Huntsville, Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as “Contract between the City of Huntsville and Grayson Carter & Son Contracting, Inc., for the City of Huntsville Streets Resurfacing FY2026, Phase 1”, consisting of a total of twenty-three (23) pages, consisting of the Certification of Compliance with Title 39, Code of Alabama, Bid Award Recommendation, the details, specifications, surveys, general requirements, and supplemental terms and conditions as outlined in IFB #12-2026-55 issued November 13, 2025, Pre-Bid Meeting Minutes, all addenda, E-Verify MOUW, Alabama Secretary of State registration, and the date of December 18, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 18<sup>th</sup> day of December, 2025.

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President of the City Council of the  
City of Huntsville, Alabama

**APPROVED** this the 18<sup>th</sup> day of December, 2025.

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Mayor of the City of Huntsville,  
Alabama



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville,  
Alabama does hereby certify that the agreement by and between the City of Huntsville and  
**Grayson Carter & Son Contracting, Inc** in the approximate amount  
*(Vendor/Contractor Name)*

of **\$2,925,660.92** for **Streets Resurfacing FY2026 Phase 1 Project** to be  
*(Contract Amount) (Project Name)*  
awarded **December 18, 2025**, was let in compliance with the Code, Title 39 and all  
*(Council Date)*

other applicable provisions of the law; and, only for the purpose of a civil action as reference in  
Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that  
contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: **Penny L Smith** Digitally signed by Penny L Smith  
Date: 2025.12.02 15:22:20 -06'00'  
*(Signature)*

**Penny L Smith**  
*(Printed Name)*

ITS: **Director of Finance**  
*(Title)*

DATE: **12/2/2025**

**CONTRACT BETWEEN THE CITY OF HUNTSVILLE**  
**AND**  
**GRAYSON CARTER & SON CONTRACTING, INC**  
**FOR**  
**CITY OF HUNTSVILLE STREETS RESURFACING FY2026 PHASE 1 PROJECT**  
**12-2026-55**

**STATE OF ALABAMA}**  
**MADISON COUNTY)**

**THIS CONTRACT**, made and entered into on this the 18<sup>th</sup> day of December 2025 between the CITY OF HUNTSVILLE, ALABAMA a municipal corporation, sometimes referred to herein as 'City' and GRAYSON CARTER & SON CONTRACTING, INC., sometimes referred to herein as 'Contractor'.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct, or make certain improvements known as the CITY OF HUNTSVILLE STREETS RESURFACING FY2026 PHASE 1 PROJECT in the City of Huntsville, Madison County, Alabama, all in accordance with the details, specifications, surveys, and general requirements prepared by the City of Huntsville Public Works Department, which are on file in the office of the Public Works Director of the City of Huntsville, Alabama, all of which details, specifications, surveys, and general requirements are made a part of this contract, and

NOW THEREFORE, it is agreed that the Contract promises and agrees to make such improvements for the party of the first part for consideration hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials, and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications, and general requirements hereto attached and made part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Appendix C Supplement – Schedule of Bid Quantities.

I affirm and I understand and agree that any form of electronic signature, including but not limited to, signatures via facsimile, scanning, or electronic email may be substitute for the original signature.

*Cell*

GRAYSON CARTER &  
SON CONTRACTING, INC.

TOMMY BATTLE, MAYOR

ATTEST:

SHAUNDRIKA EDWARDS, CITY CLERK

*Brooklyn Calder*

CITY COUNCIL, PRESIDENT

DATE

## **APPENDIX B BID PROPOSAL**

**TO:** THE CITY OF HUNTSVILLE  
Procurement Services Division  
305 Fountain Circle – 3<sup>rd</sup> Floor  
Huntsville, Alabama 35801

**PROPOSAL OF:** Grayson Carter & Son Contracting, Inc.  
(NAME)  
146 Roy Long Road W Athens, AL 35611  
(ADDRESS)

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

### **City of Huntsville Streets Resurfacing FY2026 Phase 1 Project**

**FOR THE CITY OF HUNTSVILLE, ALABAMA**

Ladies/Gentlemen:

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville

Contractors are authorized to download quantities, Appendix C Supplement – Schedule of Bid Quantities, or quantity revisions from City's bid solicitation platform, Bidnet Direct, at <https://www.bidnetdirect.com/alabama/cityofhuntsville> and paste to a thumb/flash drive format) of their choice which **must** be submitted, in digital format **ONLY**, with the original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid Excel schedule in any manner.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures

will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the contract for this specific periodic contract is one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) amount. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms with each renewal year having a new NTE amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City of Huntsville.

In the event the NTE amount is reached prior to the end of any yearly term, the Public Works Director, at his or her discretion and subject to the availability of funds, may elect to advance the time for renewal in order to best meet the needs of the City, provided that total term of the original contract year and the two potential renewal periods does not exceed a total of three years from the initial date of award of the contract and provided the total expenditures are no more than three times the original Not to Exceed Amount.

Each project to be performed within this contract will require a separate work authorization and purchase order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.


**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

I, the undersigned, further understand that acknowledgment of receipt of addenda is mandatory and my failure to acknowledge receipt addenda shall result be cause for rejection of the bid proposal. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



Signature of the Proposer

Charles C. Lovoy

Print or Type Name of Proposer

November 25th, 2025

Date

Addendum No.	Date Received
1	11/24/25
2	11/24/25
3	11/24/25

Grayson Carter & Son Contracting, Inc.

Legal Name of Firm

146 Roy Long Road W

Mailing Address

Athens, AL 35611

City, State, Zip Code

256-233-3260 256-444-0368

Phone and Fax

clovoy@graysoncarterandson.com

Email Address

<https://gcascontracting.com/>

Website Address



## APPENDIX C BIDDER PRICING FORM – BID QUANTITIES

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix A-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

ONLY a digital/electronic copy of 'Appendix C Supplement – Schedule of Bid Quantities', must be submitted as part of the bid packet. The digital/electronic copy shall be submitted on a thumb/flash drive in the Excel format made available for download from the bid solicitation platform, Bidnet Direct, at <https://www.bidnetdirect.com/alabama/cityofhuntsville>. The thumb/flash drive must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. The bid must be submitted from the file provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the file in any manner. If a price discrepancy between the total base bid price detailed below and the total on the thumb/flash, then unit price detailed on Appendix C Supplement – Schedule of Bid Quantities and subsequent summation thereof shall prevail.

**Total Base Bid (Inclusive of ALL Streets Listed on** **\$ 2,925,660.92**  
**Appendix C Supplement – Schedule of Bid Quantities)**

**Attached Excel Spreadsheet titled 'Appendix C Supplement – Schedule of Bid Quantities' must be completed and returned, in digital format, with bid proposal packet.**

I attest by signing this form that I have completed the required Appendix C Supplement – Schedule of Bid Quantities and understand that total bid pricing detailed above reflects the cumulative total of the pricing detailed on schedule. I understand the Appendix C Supplement – Schedule of Bid Quantities is hereby made part of the bid proposal and subsequent contract.

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

  
\_\_\_\_\_  
Signature of the Proposer

Charles C. Lovoy  
\_\_\_\_\_  
Print or Type Name of Proposer

November 25th, 2025  
\_\_\_\_\_  
Date

Grayson Carter & Son Contracting, Inc.  
\_\_\_\_\_  
Legal Name of Firm

146 Roy Long Road W  
\_\_\_\_\_  
Mailing Address

Athens, AL 35611  
\_\_\_\_\_  
City, State, Zip Code

[clovoy@graysoncarterandson.com](mailto:clovoy@graysoncarterandson.com)  
\_\_\_\_\_  
Email Address

**APPENDIX C Supplement Schedule of Bid Quantities****City of Huntsville Street Resurfacing-2026 Phase 1****Project #12-2026-55****Addendum No 3. - Issued November 24, 2025****UNIT BID SHEET**

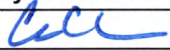
**All roads that are limestone will be edge lined and tie in milled. All roads with brown mix will be completely milled. All asphalt will be considered complete when site is restored. All asphalt speed tables must be installed within 30 days after resurfacing.**

**All base failures will be excavated/milled 6-8" deep and backfilled with binder. Further subgrade work will be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure to 8 inches.**

ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
1	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/12" Thick	27248	TON	\$83.70	\$2,280,657.60
2	414B 1" Mix Binder (Base Failure 8") Layer in Place (15%RAP)	2050	TON	\$99.47	\$203,913.50
3	414B 1" Mix Binder (Binder Layer >8") Layer in Place (15% RAP)	100	TON	\$113.05	\$11,305.00
4	424A 1/2" Mix 4 Wearing Surface (Leveling) Layer in Place (15% RAP after cleaning and tacking)	200	TON	\$87.04	\$17,408.00
5	Milling 0-2" Total Mill	320781	SY	\$0.21	\$67,364.01
6	Milling 2-4" Total Mill	1,500	SY	\$0.21	\$315.00
7	Manhole Riser	134	EA	\$200.85	\$26,913.90



8	Manhole Adjustment	4	EA	\$1,076.45	\$4,305.80
9	Install 22' Flat Topped Speed Table	7	EA	\$3,270.49	\$22,893.43
10	Speed Cushions/Removal Only	7	EA	\$231.11	\$1,617.77
11	Delineaters	20	EA	\$251.07	\$5,021.40
12	Raised Traffic Markers	1326	EA	\$8.00	\$10,608.00
13	Q Loops	4	EA	\$1,400.00	\$5,600.00
14	D Loops	2	EA	\$1,000.00	\$2,000.00
15	Bike Loops	2	EA	\$1,000.00	\$2,000.00
16	Solid Class 2 Traffic Stripe	14.904	MI	\$4,498.79	\$67,049.97
17	Broken Class 2 Traffic Stripe	4.660	MI	\$2,800.00	\$13,048.00
18	Dotted Class 2 Traffic Stripe	1375.000	LF	\$3.00	\$4,125.00
19	Traffic Control Legends	553.870	SF	\$8.00	\$4,430.96
20	Traffic Control Markings	4804.600	SF	\$8.00	\$38,436.80
21	Temporary Solid Traffic Stripe	29.809	MI	\$1,499.55	\$44,700.09
22	Temporary Broken Traffic Stripe	9.330	MI	\$1,500.00	\$13,995.00
23	Temporary Traffic Markings	100.000	SF	\$4.00	\$400.00
24	Temporary Traffic Legends	100.000	SF	\$4.00	\$400.00
25	Specialty Traffic Control Markings ALDOT Index #70301,70302,70308,70311 (COLOR)	100.000	SF	\$50.00	\$5,000.00

26	Mobilization	1	LS	\$66,265.44	\$66,265.44
27	NO2. Crushed Stone 0-6"	125	TON	\$47.09	\$5,886.25
TOTAL ADDITIONAL ITEMS					
TOTAL BASE BID					\$2,925,660.92
ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.					
COMPANY NAME:					Grayson Carter & Son Contracting, Inc.
AUTHORIZED REPRESENTATIVE NAME:					
COMPLETION DATE:					November 25th, 2025

## APPENDIX E SUBCONTRACTOR LISTING

All subcontractors must be approved in writing by the City. Any additional subcontractors needed during the contract term shall be approved by written letter from the City. Contractor shall **immediately** notify City of Huntsville Public Works Department designated project manager at the email address noted on the RFB cover page of any changes to the subcontractors list for the duration of the contract.

<u>TASKS TO BE PERFORMED</u>	<u>SUBCONTRACTOR NAME</u>	<u>LICENSE NO.</u>	<u>ADDRESS</u>	<u>ITEM #'S OF WORK TO BE PERFORMED</u>
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)	Bat Traffic Solutions	S-55369	2018 Stateline Road, Ardmore, AL 35739	13-15
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	JC Cheek Contractor, Inc	11303	PO Box 1138 Kosciusko, MS 39090	12, 16-25
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				

## APPENDIX F REFERENCES OF SIMILAR PROJECTS

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects. The contract amount of the project shall also be stated:

**1. Project Name: Elm & Wilkinson St. Improvements**

Owner: City of Athens

Address: PO Box 1089 Athens, AL 35612

Phone: 256-434-6599

Contact Name: Dolph Bradford

**2. Project Name: Hansen & Hipar Road Repair**

Owner: CCI Alliance of Companies

Address: PO Box 9014 Huntsville, AL 35812

Phone: 256-990-9261

Contact Name: Steve Wilson

**3. Project Name: Patton and Aerobee Road**

Owner: CCI Alliance of Companies

Address: PO Box 9014 Huntsville, AL 35812

Phone: 256-990-9261

Contact Name: Steve Wilson

**4. Project: Turn Lane HWY 72 and Lindsay Lane**

Owner: Maund Family LLC

Address: 201 W Washington Street Athens, AL 35612

Phone: 256-497-4595

Contact Name: Taz Morell

**5. Project Name: North Area Infrastructure**

Owner: CCI Alliance of Companies

PO Box 9014 Huntsville, AL 35812

Phone: 256-990-9261

Contact Name: Shelton Patterson

**APPENDIX G**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Charles C. Lovoy

Doing-Business-As Name of Proposer:

Grayson Carter & Son Contracting, Inc.

Principal Office Address:

146 Roy Long Road W Athens, AL 35611

Telephone Number: 256-233-3260

Fax Number: 256-444-0368

Form of Business Entity [check one ("X")]

Corporation X

Partnership       

Individual       

Joint Venture       

Other (describe):       

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 07/31/1998

Location of incorporation: Athens, AL

The corporation is held: Publicly X Privately       

Names and titles of corporate officers:

Halston G. Carter, President

Charles C. Lovoy, Secretary

Randy Thomason, CFO

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_\_ Limited \_\_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

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

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_\_ No \_\_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

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

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes \_\_\_\_ No ☒  
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes \_\_\_\_ No ☒  
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes \_\_\_\_ No ☒  
If "Yes," Name (s) \_\_\_\_\_

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in



accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

#### **4. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES**

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

Grayson Carter & Son Contracting, Inc.

I do hereby certify and represent that this

*(Insert Name of Business)*

business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representation set out in this Certificate as the official and binding act of the Contractor and have knowledge of Alabama’s Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

#### **5. ACKNOWLEDGEMENTS**

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

I the undersigned, agree to adhere to the terms and conditions as detailed in Attachment B – General Terms and Condition, Attachment C – Supplement to General Requirements Part 1 and Attachment D – Supplement to General Requirements Part 2.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



Signature of Proposer

Charles C. Lovoy

Print or Type Name of Proposer

November 25th, 2025

Date

Grayson Carter & Son Contracting, Inc.

Legal Name of Firm

146 Roy Long Road W

Mailing Address

Athens, AL 35611

City State Zip Code

256-233-3260 256-444-0368

Phone Fax

clovoy@graysoncarterandson.com

Email Address

<https://gcascontracting.com/>

Website Address

**APPENDIX H  
REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Grayson Carter & Son Contracting, Inc.
- City of Huntsville current taxpayer identification number (if available): \_\_\_\_\_  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <b>63-1215048 AL</b>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature:  Title (if applicable): Secretary  
Type or legibly write name: Charles C. Lovoy Date: November 25th, 2025

State of Alabama )  
County of Limestone )

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 11/25/25

RE Contract/Grant/Incentive (describe by number or subject):

City of Huntsville Streets Resurfacing FY2026 Phase 1, IFB# 12-2026-55 by and between  
Grayson Carter & Son Contracting, Inc. (Contractor/Grantee) and  
City of Huntsville (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Secretary with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ☒ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ☐ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
  4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 25<sup>th</sup> day of November 2025.

Grayson Carter & Son Contracting, Inc.

Name of Contractor/Grantee/Recipient

By: 

Its Charles C. Lovoy, Secretary

The above Certification was signed in my presence by the person whose name appears above, on this 25<sup>th</sup> day of November 2025.

WITNESS: 

Brooklyn Calder

Printed Name of Witness



Company ID Number: 505433

Approved by:

<b>Employer</b> Grayson Carter & Son Contracting, Inc.	
Name (Please Type or Print) Megan Carter	Title
Signature Electronically Signed	Date 02/15/2012
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/15/2012

Company ID Number: 505433

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Grayson Carter & Son Contracting, Inc.
Company Facility Address	146 Roy Long Rd W Athens, AL 35611
Company Alternate Address	
County or Parish	LIMESTONE
Employer Identification Number	631215048
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



**Company ID Number:** 505433

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

AL

1



**Company ID Number:** 505433

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Taylor Lawson  
Phone Number 2567775862  
Fax  
Email tlawson@qraysoncarterandson.com





**Company ID Number:** 505433

This list represents the first 20 Program Administrators listed for this company.