



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 6/12/2025

**File ID:** TMP-5568

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**Department:** Public Works

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement with Whitworth Concrete Works, for the City of Huntsville Streets Concrete and ADA Upgrades-2025, Phase 2

Resolution No.

**Finance Information:**

**Account Number:** 3020-55-00000-516020-000000000

**City Cost Amount:** \$1,561,600.00

**Total Cost:** \$

**Special Circumstances:**

**Grant Funded:** \$

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** Various locations throughout the City

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

**Additional Comments:**

## **RESOLUTION NO. 25-**

**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 Whitworth Concrete Works, in the amount of ONE MILLION FIVE HUNDRED SIXTY-ONE SIX HUNDRED AND 11/100 DOLLARS(\$1, 561,600.00), for the City of Huntsville Streets Concrete and ADA Upgrades-2025 Phase 2 project, in Huntsville, Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as “Contract between City of Huntsville and Whitworth Concrete Works, for City of Huntsville Streets Concrete and ADA Upgrades-2025 Phase 2” consisting of a total of one (1) page plus twenty-two (22) additional 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 #45-2025-55 issued May 5, 2025, Pre-Bid Meeting Minutes, all addenda, E-Verify MOUW, Alabama Secretary of State registration, and the date of June 12, 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 12<sup>th</sup> day of June, 2025.

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

**APPROVED** this the 12<sup>th</sup> day of June, 2025

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Mayor of the City of Huntsville,  
Alabama



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** PROCUREMENT SERVICES **DATE:** 05/22/2025  
**FROM:** CHRIS MCNEESE **DEPT:** PUBLIC WORKS SERVICES  
**BID #:** 45-2025-55 **COMMODITY/SERVICE:** COH Streets & ADA Upgrades FY25

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Whitworth Concrete Works

**RECOMMENDATION:** It is recommended that Whitworth Concrete Works, be awarded the bid for the City of Huntsville Streets Concrete & ADA Upgrades, FY25, PH2, as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Refer to Attached Appendix "C" Supplement			
Schedule of Bid Quantities			

**INITIAL PURCHASE:** \$1,561,600.00  
**FUNDING SOURCE:** 3020-55-00000-516020-0000000  
**TERM OF CONTRACT:** ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Christopher McNeese  
Digitally signed by Christopher McNeese  
Date: 2025.05.22 13:13:24 -05'00'

Department Head

Date

Tamara M Yancy  
Digitally signed by Tamara M Yancy  
Date: 2025.05.22 16:30:13 -05'00'

5.22.2025

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)

**CONTRACT BETWEEN THE CITY OF HUNTSVILLE**

**AND**

**WHITWORTH CONCRETE WORKS, LLC**

**FOR**

**CITY OF HUNTSVILLE STREETS CONCRETE & ADA UPGRADES FY2025 PHASE 2**

**45-2025-55**

**STATE OF ALABAMA}  
MADISON COUNTY}**

**THIS CONTRACT**, made and entered into this the 12<sup>th</sup> day of June, 2025 between the CITY OF HUNTSVILLE, ALABAMA a Municipal Corporation, sometimes referred to herein as 'City' and WHITWORTH CONCRETE WORKS, LLC, sometimes referred to herein as "Contractor".

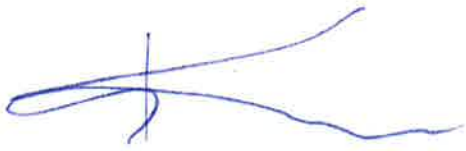
**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as the City of Huntsville Streets Concrete and ADA Upgrades FY2025 Phase 2 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 the 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 that 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.

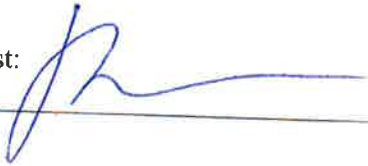


Whitworth Concrete Works, LLC

Tommy Battle, Mayor

Shaundrika Edwards, City Clerk

Attest:



City Council President

Date



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

Whitworth Concrete Works, LLC \_\_\_\_\_ in the approximate  
(Vendor/Contractor Name)  
amount of \$1,561,600.00 for COH Streets Concrete & ADA Upgrades FY25 Phase 2  
(Contract Amount) (Project Name)  
to be awarded June 12, 2025  
(Council Date)

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

City of Huntsville, Alabama

BY: **Rachel Biggs** Digitally signed by Rachel Biggs  
Date: 2025.05.23 15:08:42 -05'00'  
Rachel Biggs, MAcc, CPA

ITS: Deputy Finance Director

Date: May 23, 2025

## 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:** Whitworth Concrete Works, LLC.  
(NAME)  
515 Saint Clair Lane Huntsville, AL 35811  
(ADDRESS)

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

### **City of Huntsville Streets Concrete & ADA Upgrades FY2025 Phase 2**

**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.

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 Time for completion of all work is **280** calendar days.


**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 agree 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

Kevin Whitworth, owner  
Whitworth Concrete Works, LLC,  
Print or Type Name of Proposer

5/14/25  
Date

Addendum No.	Date Received
1	5/14/25
2	5/14/25
3	5/14/25

Whitworth Concrete Works, LLC.  
Legal Name of Firm

515 Saint Clair Lane  
Mailing Address

Huntsville, AL, 35811  
City, State, Zip Code

256-714-7755  
Phone and Fax

whitworth17@yahoo.com  
Email Address

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. The bid must be submitted from the file provided and downloaded from the City of Huntsville's Bidnet Direct 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 Appendix C Supplement – Schedule of Bid Quantities, then unit prices detailed on Appendix C Supplement – Schedule of Bid Quantities shall prevail.

**Total Base Bid (Inclusive of ALL Streets Listed on  
Appendix C Supplement – Schedule of Bid Quantities)**

**\$ 1,561,600.00**

**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 agree 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

*Kevin Whitworth, Owner*  
*Whitworth Concrete Works, LLC.*  
Print or Type Name of Proposer

*5/14/25*  
Date

*Whitworth Concrete Works, LLC.*  
Legal Name of Firm

*515 Saint Clair Lane*  
Mailing Address

*Huntsville, AL, 35811*  
City, State, Zip Code

*whitworth17@yahoo.com*  
Email Address

<b>APPENDIX C Supplement Schedule of Bid Quantities</b>					
<b>City of Huntsville Steets Concrete and ADA Upgrades-2025 Phase 2</b>					
<b>Project #45-2025-55</b>					
<b>Issued: May 7, 025</b>					
<b>Submit in Digital Format ONLY</b>					
<b>UNIT BID SHEET</b>					
	Concrete will be considered finished and payable upon restoration of the site to like conditions.	Millings will not be acceptable as a backfill if the road surface is disturbed. The contractor must use flowable fill, cold, or hot asphalt mix. The backfill must be maintained throughout the duration of the contract.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
1	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	3085	SY	150	\$462,750.00
2	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	5020	LF	60	\$301,200.00
3	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	130	SY	140	\$18,200.00
4	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	11060	LF	55	\$608,300.00
5	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	27	EA	1550	\$41,850.00
6	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	10	EA	1750	\$17,500.00
7	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	9	EA	1950	\$17,550.00
8	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	1950	\$3,900.00
9	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Blended Corner (ALDOT Drawing SW-618 Index #735)	2	EA	1950	\$3,900.00
10	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	5	EA	1950	\$9,750.00
11	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	44	EA	1550	\$68,200.00
<b>TOTAL ITEMS 1-13</b>					<b>\$1,553,100.00</b>

<b>APPENDIX C Supplement Schedule of Bid Quantities</b>					
<b>City of Huntsville Steets Concrete and ADA Upgrades-2025 Phase 2</b>					
<b>Project #45-2025-55</b>					
<b>Issued: May 7, 025</b>					
<b>Submit in Digital Format ONLY</b>					
<b>UNIT BID SHEET</b>					
	<b>Concrete will be considered finished and payable upon restoration of the site to like conditions.</b>		<b>Millings will not be acceptable as a backfill if the road surface is disturbed. The contractor must use flowable fill, cold, or hot asphalt mix. The backfill must be maintained throughout the duration of the contract.</b>		
<b>ITEM#</b>	<b>DESCRIPTION</b>	<b>BID QTY</b>	<b>BID UNIT</b>	<b>BID PRICE</b>	<b>BID AMOUNT</b>
<b>ADDITIONAL ITEMS</b>					
12	Mobilization	1	LS	6000	\$6,000.00
13	Inlet Tops (S-Type)	5	EA	500	\$2,500.00
<b>TOTAL ADDITIONAL ITEMS</b>					<b>\$8,500.00</b>
<b>TOTAL BASE BID</b>					<b>\$1,561,600.00</b>
<b>ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.</b>					
<b>COMPANY NAME: Whitworth Concrete Works, LLC.</b>					
<b>AUTHORIZED REPRESENTATIVE NAME: Kevin Whitworth, Owner</b>					
<b>COMPLETION DATE: 5/14/2025</b>					

**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. Lowe Avenue Streetscape

Grayson Carter & Son Contracting, Inc.  
146 Roy Long Rd.  
Athens, AL 35613  
Zack Henry - 256-497-7438      Contract amount: \$431,465.94

2. Pratt Avenue Streetscape Improvements.

Grayson Carter & Son Contracting, Inc.  
146 Roy Long Rd  
Athens, AL 35613  
Zack Henry - 256-497-7438      Contract amount: \$117,934.00

3. Wynn Drive Redstone Federal Credit Union Headquarters Renovation.

Redstone Federal Credit Union dba RS Alliance Group, LLC.  
220 Wynn Drive  
Huntsville, AL 35893  
Eric Norris - 256-722-4851      Contract amount: \$67,800.

4. Various Streets FY2024 Phase 1

City of Huntsville dba Wiregrass Construction Co/ SJ&L General Contractor  
P.O. Drawer 929  
Dothan, AL 36302  
Josh Chandler - 256-759-2532      Contract amount: \$2,715,401.50

5. Huntsville Resurfacing 2024 Phase 2

City of Huntsville dba Grayson Carter & Son Contracting, Inc.  
146 Roy Long Rd.  
Athens, AL 35613  
Zack Henry - 256-497-7438      Contract amount: \$2,044,409.50

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

**1. BIDDER INFORMATION**

Business Organization

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

Whitworth Concrete Works, LLC.

Doing-Business-As Name of Proposer:

Principal Office Address:

515 Saint Clair Lane

Huntsville, AL

35811

Telephone Number:

256-714-7755

Fax Number:

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

X

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

2011

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly ☐ Privately ☐

Names and titles of corporate officers:

Ken Whitworth, Owner

Brandy Whitworth, Owner

Partnership Statement

If a partnership, answer the following:



Date of organization: 2011  
Location of organization: Huntsville, AL  
The partnership is: General ☐ Limited ☒

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

Kevin Whitworth, Owner 50%.  
515 Saint Clair Lane, Huntsville, AL, 35811  
Brandy Whitworth, Owner 50%.  
515 Saint Clair Lane, Huntsville, AL, 35811

#### 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

Whitworth Concrete Works, LLC. 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 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

Kevin Whitworth, owner  
Whitworth Concrete Works, LLC.  
Print or Type Name of Proposer

5/14/25

Date

Whitworth Concrete Works, LLC.  
Legal Name of Firm

515 Saint Clair  
Mailing Address

Huntsville, AL, 35811  
City State Zip Code

256-714-7755

Phone

Fax

whitworth17@yahoo.com  
Email Address

Website Address





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2025

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

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

<b>PRODUCER</b> Fountain, Parker, Harbarger & Associates, LLC 201 Washington Street NE Huntsville AL 35801	<b>CONTACT NAME:</b> Cindy White	
	<b>PHONE (A/C, No, Ext):</b> 256-428-1013 <b>FAX (A/C, No):</b> 256-428-1113	
	<b>E-MAIL ADDRESS:</b> CiWhite@higginbotham.net	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Owners	32700
	INSURER B : Auto Owners Insurance	18988
	INSURER C : Progressive Specialty Insurance Co	32786
	INSURER D : CompTrust AGC Fund	
	INSURER E :	
	INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER:** 1625693544 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			38-328287	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			05900273	2/7/2025	2/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4999041101	7/19/2024	7/19/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			NA201-2025-AL	2/5/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation is subject to the provisions of the Alabama Worker's Compensation Law.  
A thirty day notice of cancellation endorsement has been requested to general liability carrier, form number TBD.

## CERTIFICATE HOLDER

## CANCELLATION

City Of Huntsville  
Procurement Services Division  
P.O. Box 308  
Huntsville AL 35804

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

AUTHORIZED REPRESENTATIVE

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# Alabama Secretary of State



Whitworth Concrete Works, LLC	
Entity ID Number	000-024-365
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	08/31/2011
Registered Agent Name	KEVIN WHITWORTH
Registered Office Street Address	515 ST. CLAIR LANE HUNTSVILLE, AL 35811
Registered Office Mailing Address	515 ST. CLAIR LANE HUNTSVILLE, AL 35811
Nature of Business	CONCRETE FINISHING & GRADE WORK
Organizers	
Organizer Name	WHITWORTH, KEVIN
Organizer Street Address	1936 WINCHESTER RD HUNTSVILLE, AL 35811
Organizer Mailing Address	1936 WINCHESTER RD HUNTSVILLE, AL 35811
Organizer Name	WHITWORTH, BRANDY
Organizer Street Address	1936 WINCHESTER RD HUNTSVILLE, AL 35811
Organizer Mailing Address	1936 WINCHESTER RD HUNTSVILLE, AL 35811
Annual Reports	
Report Year	<a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>
Transactions	
Transaction Date	01/10/2025
Agent Mailing Address Changed From	WHITWORTH, KEVIN 1936 WINCHESTER RD HUNTSVILLE, AL 35811
Transaction Date	01/10/2025
Registered Agent Changed From	WHITWORTH, KEVIN 1936 WINCHESTER RD HUNTSVILLE, AL 35811
Scanned Documents	
Document Date / Type / Pages	<a href="#">09/06/2011</a> <a href="#">Certificate of Formation</a> <a href="#">3 pgs.</a>
Document Date / Type / Pages	<a href="#">01/10/2025</a> <a href="#">Registered Agent Change</a> <a href="#">3 pgs.</a>



Company ID Number: 1699458



Approved by:

<b>Employer</b> Whitworth Concrete Works, LLC.	
<b>Name (Please Type or Print)</b> Brandy N Whitworth	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 06/02/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 06/02/2021



Company ID Number: 1699458

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Whitworth Concrete Works, LLC.
Company Facility Address	515 Saint Clair Lane Huntsville, AL 35811
Company Alternate Address	515 Saint Clair Lane Huntsville, AL 35811
County or Parish	MADISON
Employer Identification Number	453138419
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 1699458



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:** 1699458

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

Name                Garrett R Whitworth  
Phone Number    2566843663  
Fax  
Email                qarrett.whitworth@icloud.com

Name                Kevin R Whitworth  
Phone Number    2567147755  
Fax  
Email                whitworth17@vahoo.com

Name                Brandv N Whitworth  
Phone Number    2566048887  
Fax  
Email                whitworth17@vahoo.com



Company ID Number: 1699458



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



STATE OF ALABAMA

BID LIMIT:  
U  
UNLIMITED  
AMOUNT:

LICENSE NO.: 60625  
TYPE: NEW



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

WHITWORTH CONCRETE WORKS LLC

HUNTSVILLE, AL 35811

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU-S: CONCRETE

until July 31, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

2nd day of May, 2025

SECRETARY-TREASURER

Michael B. Ten

CHAIRMAN

Charles A. Carole Jr.

216428