

Finance Department Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

 TO:
 DATE:

 FROM:
 DEPT:

 BID #:
 COMMODITY/SERVICE:

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND _____

RECOMMENDATION:

DESCRIPTION	PRICE	UOM	COMMENT

INITIAL PURCHASE:	
FUNDING SOURCE: 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.

Department Head

Date

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



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	
	(Vend	or/Contractor Name)	
amount of \$5	,167,455011 for	Resurfacing Residential Streets FY202	25 Phase 1
	ontract Amount)	(Project Name)	
to be awarded	December 19, 2	,	
	(Counci	l 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: BY: Digitally signed by Rachel Biggs Date: 2024.12.15 11:19:57 -06'00'

Rachel Biggs, MAcc,

- Its: Deputy Finance Director
- Date: 12.15.2024

CONTRACT BETWEEN THE CITY OF HUNTSVILLE

AND

GRAYSON CARTER & SON CONTRACTING, INC.

FOR

Resurfacing of Residential Streets FY2025 Phase 1

STATE OF ALABAMA} MADISON COUNTY}

THIS CONTRACT, made and entered into this 5th day of December, 2024 between the CITY OF HUNTSVILLE, ALABMA, 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 **Resurfacing of Residential Streets FY2025 Phase 1** project, in the City of Huntsville, Madison County, Alabama, all in accordance with 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, general and special requirements, terms and conditions as detailed in IFB No. 9-2025-55 issued on November 6, 2024, Pre-Bid Meeting Minutes, and all addenda are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations 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, general requirements and supplements to general requirements hereto attached and made a 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 by facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Grayson Carter & Son Contracting, Inc.

Charles C. Lovoy, 12/2/24 Printed Name and Date

ATTEST: Brooklyn Calder

BY:

Tommy Battle Mayor

Shuandrika Edwards City Clerk

City Council President

Date

APPENDIX B BID PROPOSAL Revised November 13, 2024 via Addendum No. 2

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

PROPOSAL OF:

Grayson Carter & Son Contracting, Inc.

(NAME) <u>146 Roy Long Road W Athens</u>, AL 35611 (ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

Resurfacing of Residential Streets FY2025 Phase 1

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 <u>must</u> 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. <u>Certificates signed using digital signatures</u> 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 180 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.

1 the undersigned, further understand that acknowledgment of receipt of addenda is <u>mandatory</u> and my failure to acknowledge receipt addenda shall result be cause for rejection of the bid proposal.

I the undersigned, further acknowledge that I have read and understand the terms and conditions detailed in Attachment B - General Terms and Conditions and Attachments C & D - Supplement to General Requirements - Part I and Part 2.

Signature of the Proposer

Charles C. Lovoy

Print or Type Name of Proposer

11/20/24 Date

Addendum No.	Date Received
1	11/4/24
2	11/13/24
3	11/13/24
4	11/13/24

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

146 Roy Long Road W

Mailing Address

Athens, AL 35611

City, State, Zip Code

Phone: 256-233-3260 Fax: 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. 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) **s** 5,167,455.11

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

Charles C. Lovov Print or Type Name of Proposer

11/20/24

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 Email Address

	City of Huntsville Street Resurfacing	FY2025, Ph	ase 1		
	Project #9-2025-55	0.2.4			
	Issued: November 14, 2 Submit in Digital Format				
	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 concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored.	and backfill will be dete onsite insp	led with rmined a ector. Th	binder. Furth at the time of c	I/milled 6-8" dee er subgrade wo construction by separate pay it 8 inches.
ITEM#	DESCRIPTION	BID QTY	BID	BID PRICE	BID AMOUN
1	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after claening and tacking) 1-1/12" Thick	40570	TON	70.78	\$2,871,544.6
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2	414B 1" Mix Binder (Base Failure 8") Layer in Place (15%RAP)	1625	TON	90.86	\$147,647.50
		200	TON	82.31	\$16,462.00
3	414B 1" Mix Binder (Binder Layer >8") Layer in Place (15% RAP)	200		02.01	φ10,402.00
4	424A 1/2" Mix 4 Wearing Surface (Leveling) Layer in Place (15% RAP after cleaning and tacking)	100	TON	86.08	\$8,608.00
5	Milling 0-2" Total Mill	483670	SY	0.42	\$203,141.40
_					
6	Milling 2-4" Total Mill	1,000	SY	1.46	\$1,460.00
7	Manhole Riser	55	EA	201.46	\$11,080.30
8	Manhole Adjustment	25	EA	443.47	\$11,086.75
					÷
9	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	870	SY	150	\$130,500.00
10	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	4890	LF	60	\$293,400.00
	Remove and Replace Concrete Crossdrain (MEET ADA			Course of the	
11	COMPLIANCE)	100	SY	152	\$15,200.00
12	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	3640	LF	61	\$222,040.00
13	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	29	EA	1,950	\$56,550.00
14	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	3	EA	1,950.00	\$5,850.00
15	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	5	EA	1,950.00	\$9,750.00
	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index	1	EA	1,950.00	\$1,950.00

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	Handicap Ramps With ADA Detectable Warning Pavers (All		EA	1.050.00	\$15,600.00
17	Widths) TY2 Blended Corner(ALDOT Drawing SW-618 Index #735)	8	EA	1,950.00	\$15,000.00
18	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	1	EA	1,950.00	\$1,950.00
19	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	19	EA	1,950.00	\$37,050.00
20	Install 22' Flat Topped Speed Table	4	EA	3,777.69	\$15,110.76
21	Speed Cushions/Removal Only	7	EA	446.99	\$3,128.93
22	Delineaters	20	EA	251.83	\$5,036.60
23	Raised Traffic Markers	8035	EA	7	\$56,245.00
24	Q Loops	52	EA	1,400.00	\$72,800.00
25	D Loops	5	EA	1,000.00	\$5,000.00
26	Bike Loops	5	EA	1,000.00	\$5,000.00
27	Solid Class 2 Traffic Stripe	57.420	MI	4,500.00	\$258,390.00
28	Broken Class 2 Traffic Stripe	35.690	MI	2,600.00	\$92,794.00
29	Dotted Class 2 TrafficStripe	9245.000	LF	3	\$27,735.00
30	Traffic Control Legends	3409.000	SF	7	\$23,863.00
31	Traffic Control Markings	31025.000	SF	7	\$217,175.00
32	Temporary Solid Traffic Stripe	114.920	MI	1,400.00	\$160,888.00
33	Temporary Broken Traffic Stripe	71.440	MI	1,400.00	\$100,016.00
34	Temporary Traffic Markings	50.000	SF	4	\$200.00
35	Temporary Traffic Legends	50.000	SF	4	\$200.00
36	SpecialtyTraffic Control Markings ALDOT Index #70301,70302,70308,70311 (COLOR)	50.000	SF	50	\$2,500.00
	TOTAL ITEMS 1-36		r		\$5,106,952.84
37	ADDITIONAL ITEMS Mobilization	1	LS	39,452.27	\$39,452.27
38	NO2. Crushed Stone 0-6"	500	TON	38.1	\$19,050.00
39	Inlet Tops (S-Type) TOTAL ADDITIONAL ITEMS	2	EA	1,000.00	\$2,000.00 \$60,502.27
	TOTAL BASE BID 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 Ca	irter & S	on Contracti	\$5,167,455.11
	AUTHORIZED REPRESENTATIVE NAME	: 0	CL	~	
	AUTHORIZED REPRESENTATIVE NAME COMPLETION DATE				

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.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE	<u>NO.</u>	ADDRESS	WO	CM #'S OF RK TO BE RFORMED
Surveying/Layout						
Permitting						
Clearing & Grubbing						
Erosion Control						
Traffic Control						
Excavation						
Concrete	Whitworth Concrete Works	S-55760	515	Saint Clair Lane, Huntsville, AL	35811	9-19, 39
Storm Drainage						
Sanitary Sewer						
Shoring/Monitoring						
Retaining Walls						
Bridges						
Railroads						
Traffic (signals, loops)	Shoals Electric	9168	704 Dav	dson Avenue Muscle Shoals, A	35661	24-26
Street Lights						
Electrical		1				
Water						
Asphalt						
Landscaping (Trees, grassing) Irrigation		-				
	J.C. Cheek	11303				23, 27-36
Striping	J.C. Cheek	11303	P(Box 1138 Kosciusko, MS 3909	p 2	3, 27-30
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: Steve Wilson
- 3. Project Name: Patton & Aerobee Road

Owner: CCI Alliance of Companies Address: PO Box 9014 Huntsville, AL 35812 Phone: 256-990-9261

Contact: Steve Wilson

4. Project Name: Turn Lane HWY 72 & Lindsay Lane
Owner: Maund Family LLC
Over 201 WWW a bit (Control of the second second

Address: 201 W Washington Street Athens, AL 35611

Phone: 256-497-4595 Contact: Taz Morell

5. Project Name: North Area Infrastructure

Owner: CCI Alliance of Companies

Address: 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):

Grayson Carter & Son Contracting, Inc.

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 Corporation Partnership Individual Joint Venture Other (describe):	
Corporation Statement	
If a corporation, answer the followin	g:
	D7/31/1997 Athens, AL Publicly V Privately
Names and titles of corporate officer Halston G. Carter, P Charles C. Lovoy, S	resident
Randy Thomason,	CFO

Partnership Statement

If a partnership, answer the following:

int Venture Statement	
a Joint Venture, answer the f	following:
ate of organization:	
f a Joint Venture, answer the for	
te of organization: cation of organization: Agreement recorded?	Yes No
ate of organization: ocation of organization: / Agreement recorded?	

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 If "Yes," Department	Yes	No
Member of Household City Employee If "Yes," Name (s)	Yes	No
Anyone associated with your company a City Employee If "Yes," Name (s)	Yes	No

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(c) (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 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.

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Signature of Proposer

Charles C. Lovoy Print or Type Name of Proposer

11/20/24

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 <u>un-shaded</u> 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
Individual or Sole Proprietorship	
General Partnership	
Limited Partnership (LP)	Number & State:
Limited Liability Partnership (LLP)	Number & State:
Limited Liability Company (LLC) (Single Member)	Number & State:
LLC (Multi-Member)	Number & State:
	Number & State: 63-1215048 AL
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: <u>www.sos.state.al.us/</u>, 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, <u>are not required unless</u>: (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 app	licable):	Secretary
Type or legibly write name:	Charles C. Lovoy	Date:	11/2024	





Approved by:

Employer		
Grayson Carter & Son Contracting, Inc.		
Name (Please Type or Print) Megan Carter	Title	
Signature	Date	
Electronically Signed	02/15/2012	
Department of Homeland Security – Verifica	ition Division	
lame (Please Type or Print)	Title	
Jame (Please Type or Print) JSCIS Verification Division	Title	
	Title	



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Information Required for the E-Verify Program Information relating to your Company:		
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		
lumber of Employees	100 to 499	
umber of Sites Verified for	1 site(s)	

 $\overline{\mathcal{A}}$





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

AL

1





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

NameTavlor LawsonPhone Number2567775862Faxtlawson@gravsoncarterandson.com



a)



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



Alabama Secretary of State

Grayson Carter & Son Contracting Inc.		
Entity ID Number	000-196-971	
Entity Type	Domestic Corporation	
Principal Address	ATHENS, AL	
Principal Mailing Address	Not Provided	
Status	Exists	
Place of Formation	Limestone County	
Formation Date	07/30/1998	
Registered Agent Name	RANDY THOMASON	
Registered Office Street Address	146 ROY LONG ROAD W ATHENS, AL 35611	
Registered Office Mailing Address	PO BOX 1069 ATHENS, AL 35612	
Nature of Business	GENERAL CONTRACTOR	
Capital Authorized	\$1,000	
Capital Paid In	\$500	
Incorporators		
Incorporator Name	CARTER, GRAYSON	
Incorporator Name Incorporator Street Address	CARTER, GRAYSON Not Provided	
Incorporator Street		
Incorporator Street Address Incorporator Mailing	Not Provided	
Incorporator Street Address Incorporator Mailing	Not Provided Not Provided	
Incorporator Street Address Incorporator Mailing Address	Not Provided Not Provided Annual Reports 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021	
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12/13/24,	4:40	ΡM
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Grayson Carter & Son Contracting Inc.	
Document Date / Type / Pages	<u>11/30/2023 Registered Agent Change</u> <u>2 pgs.</u>

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