



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/9/2025

File ID: TMP-6090

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: \$ Varies based on Contract pricing structures.

Total Cost: \$ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Standard of periodic bid utilized by various departments.

Update of Bid:

Opterra Solutions - Herbicide Services (Landscape Management)

RESOLUTION NO. 25- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents is being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Opterra Solutions	Herbicide Services	One Year W/Extensions

ADOPTED this the 9th day of October, 2025.

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

APPROVED this the 9th day of October, 2025.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 9/8/2025
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 74-2025-52 **COMMODITY/SERVICE:** Herbicide Service

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Opterra Solutions

RECOMMENDATION: It is recommended that Opterra Solutions be awarded the bid as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
DRAINAGE DITCHES			
Lump Sum Base Per Treatment Cycle	46,400.00	Each	Two Times Per Year
Unit Price PER ACRE for Additions/Deletions	400.00	Acre	
SEWER OUTFALLS			
Lump Sum Base Bid Per Treatment Cycle	49,600.00		Two Times Per Year
Unit Price PER ACRE for Additions/Deletions	400.00	Acre	

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Various
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.

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2025.09.08 11:17:25 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.09.10 09:42:56 -05'00'

9.09.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



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
Opterra Solutions, Inc. in the approximate amount

(Vendor/Contractor Name)
of **\$192,000** for **Herbicide Services - Drainage Ditches and Sewer Outfalls** to be
(Contract Amount) (Project Name)

awarded **September 25, 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: **Rachel Biggs** Digitally signed by Rachel Biggs
Date: 2025.09.10 10:27:52 -05'00'
(Signature)

Rachel Biggs

(Printed Name)

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

DATE: **9/10/2025**

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 of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. 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 upon issuance of a purchase order, 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.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: #1

Total Base Bid (Based on total of Lump Sums for IA, IIA, and IIIA)

\$ 192,000.00

	AREA/SERVICE DESCRIPTION	UNIT/PER TREATMENT PRICE	ESTIMATED SERVICE APPLICATIONS	ESTIMATED TOTAL
I.	DRAINAGE DITCHES			
	A. Lump Sum Base Bid Per Treatment Cycle	46,400.00	2 times per year	92,800.00
	B. Unit Price Per Acre for Additions/Deletions	400.00	N/A	N/A
II.	SEWER OUTFALLS (Estimated Quantity - 271,500 Linear Feet)			
	A. Lump Sum Base Bid Per Treatment Cycle	49,600.00	2 times per year	99,200.00
	B. Unit Price Per Acre for Additions/Deletions	400.00	N/A	N/A
III.	WASTEWATER TREATMENT PLANTS (Estimated Quantity - 115 Acres)			
	A. Unit Price Per Acre for Wastewater Treatment Plants	300.00	N/A	N/A

Note 1: Estimations shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject to purchase orders issued.

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



Print or Type Name of Proposer



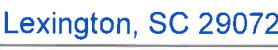
Date



Legal Name of Firm



Mailing Address



City, State, Zip Code



Email Address

Line Ref #	SECTION I - SPECIFIC FUNCTIONAL REQUIREMENTS	Yes	No
	<u>PERMITS AND LICENSES:</u> Contractor must possess all necessary licenses listed.		
1	Alabama Department of Agriculture and Industries Professional Services Permit (Required by Ala. Code §2-27-2, et seq. (1975).	X	
2	Alabama General Permit #ALG87	X	
3	Commercial Pesticide Applicator License for each supervisor.	X	
4	Commercial Pesticide Applicator Certification for Rights-of-Way and Aquatic for each applicator.	X	
5	City of Huntsville Business License (Not required to submit a bid but must be obtained upon contract award).	X	
6	The State of Alabama must certify each person actually spraying as a Commercial pesticide applicator for custom handgun foliar treatment application and be a certified applicator licensed by the Alabama Department of Agriculture and Plant Industries in the Rights-of-Way and Aquatic Categories (No Exceptions).	X	
7	Contractor must possess an Alabama General Contractor's License. Bidder must notate the Alabama General Contractor's License on the outside of the bid package/envelope and attach a copy of the Alabama General Contractor's License to their bid response.	X	
8	Submit as an attachment the names of two (2) licensed supervisors with a minimum of five (5) years experience.	X	
9	Submit as an attachment the names of four (4) certified applicators with a minimum of three (3) years experience in the Right-Of-Way and Aquatic categories who are bona fide employees of the Contractor. Contractor to furnish a listing with names, addresses and telephone numbers along with photocopies of each person's employee ID card issued by the State and their Certified Commercial Pesticide Applicator Certificate.	X	
	<u>SCHEDULING OF WORK; DRAINAGE CHANNELS</u>		
10	First Treatment: Must begin within three (3) days of Notice to Proceed. The first complete treatment must be completed within thirty (30) days from the date of Notice to Proceed. It is desirable that this application be done in May. Early July will be acceptable in the first year.	X	
11	Second Treatment: Approximately twelve (12) weeks after the first treatment. The second treatment must begin within three (3) days of Notice to Proceed. The second complete treatment must be completed within thirty (30) days from the date of Notice to Proceed. It is desirable that this application be done in August. Late September will be acceptable in the first year.	X	
12	Follow-Up Treatments: As required by the City within thirty (30) calendar days following completion of first and second treatments.	X	

13	The Contractor will submit a work schedule including a detailed explanation of what and when the areas will be treated for the City of Huntsville's review. In the event of disagreement, the schedule of the City of Huntsville will be adhered to by the contractor.	X	
14	An update of the schedule will be given to departmental representative on a weekly basis.	X	
Line Ref #	SECTION II □ DETAILED REQUIREMENTS	Compliant?	
		Yes	No
15	Contractor must maintain a competent and coherent staff with modern communications (cell phone and/or pagers) available to business customers and field staff. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	X	
16	Contractor shall provide the insurance coverage required.	X	
Line Ref #	SECTION II □ DETAILED REQUIREMENTS (Cont'd.)	Compliant?	
		Yes	No
17	Contractor shall furnish all necessary labor, supervision, equipment, materials, tools, transportation, supplies, insurance, licenses, and permits necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	X	
18	Contractor shall supervise and direct the work and his employees to the best of his or her ability and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees.	X	
19	Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire; i.e. T-Shirt	X	
20	Contractors shall comply with State of Alabama Department of Transportation regulation concerning traffic control devices. Contractor shall provide signs, i.e. □ Herbicide Equipment Ahead □, barricades, and/or flashing lights, as necessary, for the protection of the work and the safety of the public.	X	
21	The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, protective masks, etc.	X	
22	Any items of value found by the Contractor must be turned into the appropriate city representative.	X	
23	If necessary, the Contractor may be required to discuss the products used and the method of application to members of the media.	X	
24	The Contractor will be required to inspect each area prior to application for the location of any livestock along with any desirable vegetation such as gardens, landscaped lawns, crops, or tree orchids adjacent to the treated areas. Prior to an application, the Contractor will provide the City's representative with a list of locations not to be treated, address, telephone number, and reason for not treating the particular location.	X	
25	The Contractor will report any potential problems that are not designated by the prior inspection, such as erodible areas which could be worsened by the herbicide application. The Contractor will contact the City's representative and show them the questionable area before any work is performed on that site.	X	
26	All weeds, grass and brush will be eliminated except Bermuda grass.	X	

27	Producing pecans or desirable trees located along or near the top banks of the channel are not to be treated and all efforts will be made to avoid damaging these trees.	X	
28	The herbicide used in treatment of vegetation in drainage channel easements, except aquatics, will consist of a combination of herbicide products that will effectively control all vegetation, <u>except Bermuda grass.</u>	X	
29	The Contractor will comply with all pesticide herbicide application requirements as set forth by the Alabama Department of Agriculture and Commerce, Division of Plant Industries, Federal Environmental Protective Agency requirements; and manufacturers' instructions provided with chemicals on labels and/or in accompanying brochures. The Contractor must submit MSDS to the City of Huntsville for its records.	X	
30	The products selected shall comply with the requirements set forth by the Alabama Department of Agriculture and Industries, Federal Environmental Protection Agency, and manufacturers labels.	X	
31	MSMA herbicide will NOT be allowed for any treatment.	X	
32	All equipment used by the Contractor for herbicide application must comply with all applicable State, Federal and OSHA Regulations.	X	
33	A permanent amber caution light will be mounted on top of each piece of equipment that operates near public roads.	X	
34	Equipment should be marked with the name of the Contractor for identification purposes.	X	

	SECTION II □ DETAILED REQUIREMENTS (Cont'd.)	Compliant?	
		Yes	No
35	Equipment must be clean and in proper working order at all times. Equipment found not to be in compliance with these specifications will be reason for the City to stop work.	X	
36	Work performed by the Contractor may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances, (unless approved by the City), will contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties. Contractors may park at meters, or in parking lots in designated parking spaces, on the day of their maintenance.	X	
37	Custom handgun foliar treatment only by skilled, experienced, certified applicators should be the primary means of herbicide application.	X	
38	Contractor may utilize truck-mounted spray-rigs to access the areas to be treated by means of walking, wading or swimming as is necessary while using hoses to access the work. Large 4-wheel drive and other spray equipment will be kept out of the creeks to prevent damage to the channel and/or erosion.	X	
39	The Contractor will not apply any herbicide when rainfall is forecasted within four (4) hours of time of application, during periods of rainfall or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of plants.	X	
40	The Contractor will not apply any herbicide when wind speed is in excess of ten (10) mph.	X	

41	The Contractor must maintain a daily application log on all work performed.	X	
42	The Contractor, while in the process of applying herbicides, will acquire GPS tracts of all areas being treated. These GPS tracts will be submitted to the Maintenance Data Coordinator on a weekly basis. This will include initial treatments and any and all re-treatments.	X	
43	The Contractor will control his/her operation in order to avoid damage to the areas and will be responsible for any and all damages the Contractor causes.	X	
44	The Contractor will be held liable for any damage incurred to yards, gardens, and other private properties damaged as a result of over spray. The Contractor will also be responsible for damage caused to areas not authorized by the City to be treated.	X	
45	Any Bermuda grass killed or permanently damaged will be replanted by the Contractor by means of seeding and growth will be assured. Replanting will be done at no additional cost to the City.	X	
46	Complaints from residents or business owners resulting from work performed under this contract will be received and recorded by the City then forwarded to the Contractor. The Contractor must contact the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort will be taken to insure that the claim is settled as expeditiously as possible. In each case, the City will be kept informed as to the disposition of complaints.	X	
47	The Contractor must immediately notify the appropriate City representative when they realize any property damage and the intended plan to cure the situation.	X	
48	No later than thirty (30) days after completion of each application a joint inspection by representatives of the Contractor and the City will be made to decide the effectiveness of herbicide treatment. Contractor will supply the City with map and/or maps showing all areas that have received treatment. In addition to these joint inspections, the Contractor will be required to conduct routine inspections during the growing season and present all findings to the City's representative.	X	
49	Any work deemed unsatisfactory by the City's representative will be retreated at no additional cost to the City. These re-treatments will not be limited to frequency, timing and/or width. A subsequent inspection of areas which receive spot treatments will be conducted to determine effectiveness of the treatment for further treatment.	X	
SECTION II □ DETAILED REQUIREMENTS (Cont'd.)		Compliant?	
		Yes	No
50	If retreatment continues to be unsuccessful, the City may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.	X	
51	Contractor will photograph all locations, before treatment and thirty (30) days after treatment, and provide copies of such documentation to the appropriate City representative. In addition, Contractor will supply the City a final map and/or maps indicating re-treatments and photograph locations.	X	

The City of Huntsville believes the following products to be good choices for this work. Bidders must describe the products they are bidding and explain how they meet or exceed these products. Labels and MSDS for all products will be submitted with each bid.

The specified mixtures are to be applied at a rate per acre, determined by the Contractor, so as to control all vegetation except Bermuda grass for at least seventy (70) days.

DRAINAGE CHANNELS:

Line Ref #	SECTION III ☐ HERBICIDES	Compliant?	
		Yes	No
52	<u>Drainage Channels:</u> Monsanto's AQUAMASTER herbicide at one-half percent (1/2%) of total solution combined with one percent (1%) of Dow Agro Science's GARLON 3A herbicide for ditch bank application with one-half (1/2%) of Brewer International's REBOUND surfactant, a deposition retention agent and defoaming agent or approved equal.	X	
53	<u>All Aquatic Growth or Vegetation Growing in Water:</u> Dow Agro Science's DMA 4 herbicide at two percent (2%) of total solution in clean water with one-half (1/2%) of Brewer International's REBOUND surfactant, a deposition retention agent and defoaming agent for all aquatic growth or vegetation growing in the water, or approved equal.	X	
54	<u>Trees:</u> Primary means of vegetation control in drainage channels will be foliar application. However, where trees exist that are too tall to be treated in this manner, a cut-bark treatment using Monsanto's ROUNDUP PRO CONCENTRATE (or approved equal) according to manufacturers' recommendation.	X	

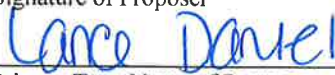
Total Base Bid (Based on total of Lump Sums for IA and IIA)

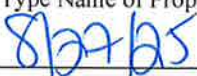
\$ 192,000.00

	AREA/SERVICE DESCRIPTION	UNIT/PER TREATMENT PRICE	ESTIMATED SERVICE APPLICATIONS	ESTIMATED TOTAL
I.	DRAINAGE DITCHES			
	A. Lump Sum Base Bid Per Treatment Cycle	46,400.00	2 times per year	92,800.00
	B. Unit Price <u>Per Acre</u> for Additions/Deletions	400.00	N/A	N/A
II.	SEWER OUTFALLS (Estimated Quantity - 271,500 Linear Feet)			
	A. Lump Sum Base Bid Per Treatment Cycle	49,600.00	2 times per year	99,200.00
	B. Unit Price <u>Per Acre</u> for Additions/Deletions	400.00	N/A	N/A

Note 1: Estimations shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject to purchase orders issued. 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 Proposer


Print or Type Name of Proposer


Date

Opterra Solutions, Inc

Legal Name of Firm
270 Bruner Rd

Mailing Address
Lexington, SC 29072

City State Zip Code
803-957-8989

Phone Fax
bids@opterrasolutions.com

Email Address
www.opterrasolutions.com

Website Address

BIDDER SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA IN THE SPACE PROVIDED ON THE BIDDER PRICING FORM (APPENDIX F). FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA SHALL NOT RELIEVE BIDDER OF FULL RESPONSIBILITY FOR ALL REQUIREMENTS CONTAINED IN ADDENDA.

REQUIREMENTS OF THE IFB NOT OTHERWISE ADDRESSED HEREIN REMAIN UNCHANGED.

APPENDIX D
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Opterra Solutions, Inc

Doing-Business-As Name of Proposer:

Principal Office Address:

270 Bruner Rd Lexington, SC 29072

Telephone Number:

803-957-8989

Fax Number:

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

Corporation ☒

Partnership ☐

Individual ☐

Joint Venture ☐

Other (describe): ☐

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 07/21/1987

Location of incorporation: South Carolina

The corporation is held: Publicly ☐ Privately ☒

Names and titles of corporate officers:

Nick Hook, CEO

Lance Daniel, COO

Thomas Hughes, 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

Opterra Solutions, 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.

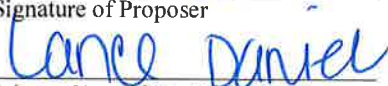
Upon award of this bid, I will not substitute any item on this bid under any circumstances.

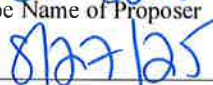
By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

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.



Signature of Proposer


Print or Type Name of Proposer


Date

Opterra Solutions, Inc

Legal Name of Firm
270 Bruner Rd

Mailing Address
Lexington, SC 29072

City State Zip Code
803-957-8989

Phone Fax
bids@opterrasolutions.com

Email Address
www.opterrasolutions.com

Website Address

APPENDIX E REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Opterra Solutions, Inc
- City of Huntsville current taxpayer identification number (if available): 39952
(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
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: <u>000-931-426 SC</u>
☐ 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/, 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: [Signature] Title (if applicable): COO
Type or legibly write name: Lance Daniel Date: 8/27/25



Alabama Secretary of State



Opterra Solutions, Inc.	
Entity ID Number	000-931-426
Entity Type	Foreign Corporation
Principal Address	270 BRUNER ROAD LEXINGTON, SC 29072
Principal Mailing Address	270 BRUNER ROAD LEXINGTON, SC 29072
Status	Exists
Place of Formation	South Carolina
Formation Date	07/21/1987
Qualify Date	10/05/2005
Registered Agent Name	CORPORATE CREATIONS NETWORK INC
Registered Office Street Address	4000 EAGLE POINT CORPORATE DRIVE BIRMINGHAM, AL 35242
Registered Office Mailing Address	4000 EAGLE POINT CORPORATE DRIVE BIRMINGHAM, AL 35242
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	03/29/2023
Legal Name Changed From	NaturChem, Inc.
Transaction Date	04/03/2023
Agent Mailing Address Changed From	SEBOE, ART 9101 MILTON JONES ROAD DAPHNE, AL 36526
Transaction Date	04/03/2023
Registered Agent Changed From	SEBOE, ART 9101 MILTON JONES ROAD DAPHNE, AL 36526
Scanned Documents	

Opterra Solutions, Inc.	
Document Date / Type / Pages	10/05/2005 Certificate of Formation 1pg.
Document Date / Type / Pages	03/29/2023 Articles of Amendment 3 pgs.
Document Date / Type / Pages	04/03/2023 Registered Agent Change 2 pgs.

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Company ID Number: 2207977

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
Opterra Solutions, Inc.	
Name (Please Type or Print) Kim L Hook	Title
Signature Electronically Signed	Date 07/13/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/21/2023



Company ID Number: 2207977

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Opterra Solutions, Inc.
Company Facility Address	270 Bruner Road Lexington, SC 29072
Company Alternate Address	
County or Parish	LEXINGTON
Employer Identification Number	570851059
North American Industry Classification Systems Code	115
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 2207977

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

SC

1



Company ID Number: 2207977

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

Name	Kim L Hook
Phone Number	80395789893002
Fax	
Email	kim.hook@opterrasolutions.com
Name	Elizabeth Lambert
Phone Number	8035426232
Fax	
Email	Elizabeth.lambert@opterrasolutions.com



Company ID Number: 2207977



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