



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/28/2026

File ID: TMP-6965

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Rogers Group, for the City of Huntsville Streets Resurfacing, FY2026, Phase 2

Type of Document: Resolution No.

Finance Information:

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

City Cost Amount: \$4,985,450.00

Total Cost: \$4,985,450.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various locations throughout the City of Huntsville

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

Additional Comments:

RESOLUTION NO. 26-

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 low bidder Rogers Group, in the amount of FOUR MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$4,985,450.00), for the City of Huntsville Streets Resurfacing, FY2026, 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 the City of Huntsville and Rogers Group, for the City of Huntsville Streets Resurfacing FY2026, Phase 2,” consisting of a total of twenty-three (23) pages consisting of the Certification of Compliance with Title 39, Code of Alabama, Bid Award Recommendation, the details, specifications, surveys, general requirements, and supplemental terms and conditions as outline in IFB # 47-2026-55 issued April 13, 2026, Pre-Bid Meeting Minutes, all addenda, E-Verify MOUW, Alabama Secretary of State registration, and the date of May 28, 2026, appearing on 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 28th day of May, 2026.

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

APPROVED this the 28th day of May, 2026.

Mayor of the City of Huntsville,
Alabama

CONTRACT BETWEEN THE CITY OF HUNTSVILLE

AND

ROGERS GROUP, INC.

FOR

**STREETS RESURFACING FY2026 PHASE 2 PROJECT
#47-2026-55**

**STATE OF ALABAMA}
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 28th day of May, 202X between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and ROGERS GROUP, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as STREETS RESURFACING FY2026 PHASE 2 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 and general requirements 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 and 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.

David Smith
Rogers Group, Inc. DAVID SMITH

BY: _____
Tommy Battle, Mayor

ATTEST: Leann Goss
LEANN GOSS

Shaundrika Edwards, City Clerk

City Council President

Date



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 **Rogers Group, Inc.** in the approximate amount

(Vendor/Contractor Name)
of \$3,465,877.45 for Streets Concrete & ADA Upgrades FY26 PH2 to be
(Contract Amount) *(Project Name)*

awarded May 28, 2026, was let in compliance with the Code, Title 39 and all
(Council Date)

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

City of Huntsville, Alabama

BY: **Penny L Smith** Digitally signed by Penny L Smith
Date: 2026.05.14 09:29:07 -05'00'
(Signature)

Penny Smith
(Printed Name)

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

DATE: 5/14/2026

**APPENDIX B
BID PROPOSAL**

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

PROPOSAL OF: Rogers Group, Inc.
(NAME)
2512 Triana Blvd. SW, Huntsville AL 35805
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

City of Huntsville Streets Resurfacing FY2026 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.

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

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

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

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

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

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

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

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

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

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

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

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

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

David South

Signature of the Proposer

David South

Print or Type Name of Proposer

May 7, 2026

Date

Addendum No.	Date Received
1	5/5/26
2	5-6-26

Rogers Group, Inc.

Legal Name of Firm

2512 Triana Blvd. SW

Mailing Address

Huntsville, AL 35805

City, State, Zip Code

256-533-0505

256-533-0590

Phone and Fax

david.south@rogersgroupinc.com

Email Address

rogersgroupincint.com

Website Address

**APPENDIX C
BIDDER PRICING FORM – BID QUANTITIES**

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

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

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

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

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

\$ 4,985,450.⁰⁰

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 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.

David South
Signature of the Proposer

David South
Print or Type Name of Proposer

May 7, 2026
Date

Rogers Group, Inc.
Legal Name of Firm

2512 Triana Blvd. SW
Mailing Address

Huntsville, AL 35805
City, State, Zip Code

david.south@rogersgroupinc.com
Email Address

APPENDIX C Supplement Schedule of Bid Quantities

City of Huntsville Street Resurfacing-2026 Phase 2

Project #47-2026-55

REVISED SCHEDULE - ADDENDUM NO. 2 ISSUED 05.06.2026

UNIT BID SHEET

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

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

ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
1	424A 1/2" Mix 4 Wearing Surface Layer In Place (15% RAP after cleaning and tacking) 1-1/12" Thick	45592	TON	73.00	\$3,328,216.00
2	414B 1" Mix Binder (Base Failure 8") Layer In Place (15%RAP)	3750	TON	87.50	\$328,125.00
3	414B 1" Mix Binder (Binder Layer >8") Layer In Place (15% RAP)	50	TON	73.00	\$3,650.00
4	424A 1/2" Mix 4 Wearing Surface (Leveling) Layer In Place (15% RAP after cleaning and tacking)	50	TON	90.80	\$4,540.00
5	Milling 0-2" Total Mill	536684	SY	0.15	\$80,502.60
6	Milling 2-4" Total Mill	5,000	SY	1.50	\$7,500.00
7	Manhole Riser	300	EA	150.00	\$45,000.00
8	Manhole Adjustment	50	EA	415.00	\$20,750.00
9	install 22' Flat Topped Speed Table	16	EA	1,930.00	\$30,880.00
10	Speed Cushions/Removal Only	16	EA	240.00	\$3,840.00
11	Delineaters	30	EA	200.00	\$6,000.00
12	Raised Traffic Markers	5146	EA	7.00	\$36,022.00
13	Q Loops	46	EA	1,400.00	\$64,400.00
14	D Loops	6	EA	1,100.00	\$6,600.00
15	Bike Loops	1	EA	1,000.00	\$1,000.00
16	Solid Class 2 Traffic Stripe	24.530	MI	3,500.00	\$85,855.00
17	Broken Class 2 Traffic Stripe	31.830	MI	1,250.00	\$39,787.50
18	Dotted Class 2 Traffic Stripe	1213.600	LF	0.30	\$364.08
19	Traffic Control Legends	1784.830	SF	6.25	\$11,155.19
20	Traffic Control Markings	40745.720	SF	4.75	\$193,542.17
21	Temporary Solid Traffic Stripe	49.060	MI	1,700.00	\$83,402.00
22	Temporary Broken Traffic Stripe	63.660	MI	900.00	\$57,294.00
23	Temporary Traffic Markings	100.000	SF	1.75	\$175.00

APPENDIX C Supplement Schedule of Bid Quantities

City of Huntsville Street Resurfacing-2026 Phase 2

Project #47-2026-55

REVISED SCHEDULE - ADDENDUM NO. 2 ISSUED 05.06.2026

UNIT BID SHEET

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

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

ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
24	Temporary Traffic Legends	100.000	SF	2.00	\$200.00
25	SpecialtyTraffic Control Markings ALDOT Index #70301,70302,70308,70311 (COLOR)	200.000	SF	34.00	\$6,800.00
26	Mobilization	1	LS	531,389.46	\$531,389.46
27	NO2. Crushed Stone 0-6"	300	TON	28.20	\$8,460.00
TOTAL ADDITIONAL ITEMS					
TOTAL BASE BID					\$4,985,450.00
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: Rogers Group, Inc.					
AUTHORIZED REPRESENTATIVE NAME: David South - Controller, AL					
COMPLETION DATE: 5/7/2026					

**APPENDIX E
SUBCONTRACTOR LISTING**

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

<u>TASKS TO BE PERFORMED</u>	<u>SUBCONTRACTOR NAME</u>	<u>LICENSE NO.</u>	<u>ADDRESS</u>	<u>ITEM #'S OF WORK TO BE PERFORMED</u>
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)	BAT Traffic Solutions, LLC	55369	2018 Stateline Rd. Ardmore, AL 35739	13-15
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	TRP Construction Group, LLC	57333	6184 US HWY 431, Waverly, AL 36862	12, 16-25
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				

APPENDIX F

REFERENCES OF SIMILAR PROJECTS

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

1. City of Huntsville 4th Avenue Streetscape Improvements
320 Fountain Circle \$312,000.00
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

2. City of Huntsville Old Gurley Road Improvements(The Commons)
320 Fountain Circle \$3,875,770.00
Huntsville, Alabama 35801
POC: Toneka Lindsey, Phone: (256) 535-2489

3. City of Huntsville Periodic Bid for Drainage
320 Fountain Circle \$2,261,961.64
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

4. City of Huntsville Periodic Bid for Various Construction Projects
320 Fountain Circle \$13,110,117.50
Huntsville, Alabama 35801
POC: Kathy Martin, Phone: (256) 535-2489

5. City of Huntsville Pratt Avenue Box Culvert
320 Fountain Circle \$2,218,489.21
Huntsville, Alabama 35801
POC: Alan Clements , Phone: (256) 535-2489

**APPENDIX G
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Rogers Group, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

2512 Triana Blvd. SW

Huntsville, AL 35805

Telephone Number: _____

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: December 1, 1977

Location of incorporation: Indiana

The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Jimmy Patton, President and CEO

Tim Gorman - Vice-President

David South - Controller, Alabama

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 X
If "Yes," Department _____

Member of Household City Employee Yes ___ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes ___ No X
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

Rogers Group, Inc.

I do hereby certify and represent that this

(Insert Name of Business)

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

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

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

5. ACKNOWLEDGEMENTS

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

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

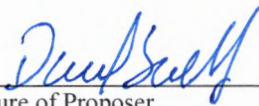
Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

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

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

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



Signature of Proposer

David South

Print or Type Name of Proposer

May 7, 2026

Date

Rogers Group, Inc.

Legal Name of Firm

2512 Triana Blvd. SW

Mailing Address

Huntsville, AL 35805

City State Zip Code

256-533-0505 256-533-0590

Phone Fax

david.south@rogersgroupinc.com

Email Address

rogersgroupincint.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): Rogers Group, Inc.
- City of Huntsville current taxpayer identification number (if available): 26025
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

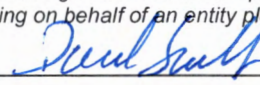
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 125303 Indiana
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Controller- Alabama

Type or legibly write name: David South Date: May 7, 2026

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Rogers Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation S Corporation Partnership Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 25250

6 City, state, and ZIP code

Nashville, TN 37202

Requester's name and address (optional)

7 List account number(s) here (optional)

See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									

OR

Employer identification number									
3	5	-	1	4	1	8	3	3	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

David Sult

Date ▶

11/6/25

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared David South (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Controller, Alabama (state position) for Rogers Group, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

David South Signature of Affiant

Sworn to and subscribed before me this 7th day of May, 2020.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Britney Weaver Signature and Seal of Notary Public
Britney Weaver, exp. 05/07/2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/24/2026

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).

PRODUCER: Willis Towers Watson Southeast, Inc. CONTACT NAME: WTW Certificate Center. INSURER A: ACE American Insurance Company. INSURER B: Allied World National Assurance Company. INSURER C: QBE Specialty Insurance Company.

COVERAGES CERTIFICATE NUMBER: W44908064 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Automobile: Hired Auto. Comp. Ded.: \$2,500 / Coll. Ded.: \$2,500 SEE ATTACHED

CERTIFICATE HOLDER CANCELLATION 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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: WLR C72642909 EFF DATE: 04/01/2026 EXP DATE: 04/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation Policy	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease - Each Emp	\$1,000,000
Per Statute	EL Disease -Pol Limit	\$1,000,000

ADDITIONAL REMARKS:
 WC \$1,000,000 Retention: WCU C72642946 WC (SIR) - AL,AR,IN,KY,TN
 WC Large Ded \$1,000,000: WLR C72642909 WC - FL, GA, IL, MS, NC, SC, TX, VA, WV

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company NAIC#: 11515
 POLICY NUMBER: 140001521 EFF DATE: 04/01/2026 EXP DATE: 04/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Per Occurrence	\$3,000,000
	Aggregate	\$3,000,000
	Excess of	\$2,000,000

ADDITIONAL REMARKS:
 Policy 140001521 sits excess of policy ISA H10723905

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED



LICENSE NO 14069

TYPE RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ROGERS GROUP INC

NASHVILLE, TN 37202

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

HRR-S: AIRPORT TAXIWAYS AND APRONS, HRR-S: RUNWAYS, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until May 31, 2026

when this Certificate expires.

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

220985

18th day of August, 2025

Michael B. Ten

SECRETARY-TREASURER

Charles A. Verbeke, Jr.

CHAIRMAN



Employment Eligibility Verification

Welcome Connor Edwards User ID: CTDV25205 Last Login: 05/01 PM 01:39/2012 Log Out



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- [Close Company Account](#)
- [My Reports](#)
- [View Reports](#)
- [My Resources](#)
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Contact Us](#)

Company Information

Company Name: Rogers Group, Inc

Company ID Number: 362997

Doing Business As (DBA) Name: Rogers Group, Inc

DUNS Number: 057913267

[View / Edit](#)

Physical Location:

Address 1: 421 Great Circle Road

Address 2:

City: Nashville

State: TN

Zip Code: 37226

County: DAVIDSON

Mailing Address:

Address 1: P O Box 25250

Address 2:

City: Nashville

State: TN

Zip Code: 37202

Additional Information:

Employer Identification Number: 351418333

Total Number of Employees: 1,000 to 2,499

Parent Organization: Rogers Group, Inc

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 212 - MINING (EXCEPT OIL AND GAS)

[View / Edit](#)

Total Hiring Sites: 01

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOU](#)



Company ID Number: 362997

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Rogers Group, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed